

DECLARATION OF EASEMENTS, RESTRICTIONS,
COVENANTS AND CONDITIONS FOR
TROUBLE CREEK VILLAS HOMEOWNERS ASSOCIATION, INC.

WHEREAS, ROSS BUILDERS AND DEVELOPERS, INC., hereinafter referred to as "Developer" is the owner of the following described real property:

Tract 15, Tampa-Tarpon Springs Land Company Subdivision of Section 17, Township 26 South, Range 16 East, as shown on plat recorded in Plat Book 1, pages 68, 69 and 70 of the Public Records of Pasco County, Florida; LESS AND EXCEPT that portion of the above described property lying within the existing right-of-way of State Road No. S-518 (Trouble Creek Road) as it is now established.

The East 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, excluding road right-of-way, Section 17, Township 26 South, Range 16 East and Tract 15, excluding road right-of-way Tampa-Tarpon Springs Company Subdivision of Section 17, Township 26 South, Range 16 East as recorded in Map Book 1, pages 69 and 70 of the public records of Pasco County, Florida.

AND WHEREAS, Developer desires to develop said property into single family units known as Trouble Creek Villas and to sell to the public the fee simple absolute of each dwelling and a portion of the aforescribed real property upon which the dwelling is to be constructed, and

WHEREAS, it is in the interest of the development that certain easements be created and restrictions upon the use of the aforescribed real property be established.

NOW THEREFORE, this Declaration of Easements, Restrictions, Covenants and Conditions is made:

1. The above described property as further reflected on plat recorded in Plat Book 17, page 45 & 46, Public Records of Pasco County, Florida, shall be used for residential purposes only as reflected on said plat except for those areas designated thereon as being reserved for recreational uses and open areas.

2. Each of the lots, 1 through 58, inclusive, as described on said plat, shall have the benefit and/or burden, as the case may be, of a perpetual easement upon, across, under and over the real property reflected on said plat as "Tract "A", for ingress and egress.

3. Each of the lots as described on said plat, 1 through 58, inclusive, and all other properties described therein shall have the benefit and/or burden, as the case may be, of a perpetual easement upon, across, under and over said real property for construction, maintenance, and repair of any and all necessary utilities to be provided therein.

4. These easements, restrictions, covenants and conditions are for the benefit of and are appurtenant to the properties described on said plat, until and unless modified or terminated in writing by all record owners of said parcels, or as otherwise provided herein, at the time of modification or termination.

5. No owner shall post on his parcel any sign, advertisement or notice of any type on his townhouse or parcel, inside or outside for any purpose whatsoever, excepting not more than one sign advertising the owner's parcel for sale.

6. Each owner, and all successive owners, agree to continue maintaining the exterior of his dwelling, his yard and landscaping in substantially the same condition as when possession was delivered to him by Developer or any subsequent owner, and to make no alterations or modifications thereto, unless prior written approval is obtained by said owner from Trouble Creek Villas Homeowners' Association, Inc., a non-profit Florida corporation.

7. No owner shall make or cause to be made any structural alteration to or in his dwelling or to do any act that will alter the outside appearance of the building, or otherwise impair structural soundness of same.

8. No clothesline shall be constructed, nor laundry or clothing be displayed anywhere which will be visible outside of the building.

9. No metal sheds or other portable or storage buildings shall be placed temporarily or permanently on lots 1 through 58, inclusive.

10. No boats, trailers, motorhomes, campers or other recreational vehicles shall be stored temporarily or permanently on

lots 1 through 58, inclusive, except that such vehicles may be stored in the enclosed garage of any owner, provided that said vehicle is not visible to the outside when the garage door is closed, and further provided, that the garage door is kept closed except when such a vehicle is entering or exiting the garage. Furthermore, no inoperable vehicles or commercial vehicles shall be stored temporarily or permanently on said parcels.

11. No nuisances shall be allowed to exist on lots 1 through 58, inclusive, or any portion of Tract "A", nor any use or practice that is the source of annoyance to owners or which interferes with the peaceful possession and proper use of the units or lots by their owners. No rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard permitted to exist. Furthermore, no trash or garbage containers shall be temporarily or permanently stored within sight of other lots except as is necessary for pick up and collection.

12. No animals except domestic animals which are at all times kept under control by the owners shall be kept on lots 1 through 58, inclusive or any portion of Tract "A".

13. The owners of lots 1 through 58, inclusive, shall be responsible for maintaining their property, including landscaping on said properties and that certain area adjacent to their property between same and street pavement. Furthermore, each owner shall be responsible for maintenance and repair of water and sewer facilities within the lot area owned by owner.

14. An easement is hereby granted to each owner of lots 1 through 58, inclusive, to go upon adjoining lots for the sole purpose of maintaining and constructing improvements in such instances where the owner is unable, due to the lack of adequate space, or encroachment of said improvements, to maintain said improvements without going upon adjoining properties.

15. Certain walls within the subdivision shall be located along the boundaries between adjoining parcels as reflected in the plat of Trouble Creek Villas, and same shall exist and be used and maintained as party walls forever, in and for the benefit

and use of the parcels upon which said walls are located. The owners of the respective parcels shall make no structural changes in said party walls and shall not damage or remove any portion of said walls, and each owner shall maintain and repair the portion of the wall within his or her respective parcel. In the event of damage to the party wall by fire or other casualty or by the elements or by any occurrence not caused by any act or omission of any parcel owner, or a licensee or invitee of any owner, the cost of repair of damage to or deterioration of the party wall shall be borne equally by the owners using the particular damaged party wall. Damage resulting from any act or omission of an owner of a parcel, or his licensee or invitee, shall be repaired by said owner within a reasonable time utilizing comparable materials in quantity and quality, time being of the essence.

16. No parking on street pavement shall be allowed within Trouble Creek Villas.

17. These easements, restrictions, covenants, and conditions shall be enforceable by the Trouble Creek Villas Homeowners' Association, Inc., a non-profit Florida corporation, which corporation shall have the right to enforce same by any means permitted by law.

18. Developer anticipates the construction of certain recreational facilities to be located upon a portion of Tract "A" within Trouble Creek Villas. Said facilities shall consist of a swimming pool and shelter facility the construction of which shall commence no later than upon the conveyance of 28 of the residential lots, or sooner, in the discretion of Developer. No assessments, as hereinafter provided, shall be levied for the maintenance, support, operation or repair of such facilities, until said facilities are completed and conveyed by Developer to the Trouble Creek Villas Homeowners' Association, Inc.

19. The owners of the properties described herein hereby agree to comply with the Articles of Incorporation, By-Laws, and such Rules and Regulations as may from time to time be adopted by the Trouble Creek Villas Homeowners' Association, Inc., and to pay such assessments as may from time to time be imposed by said

corporation for the construction, maintenance and repair of Tract "A" and for the furtherance of the purposes of said corporation.

20. Every owner of lots 1 through 58, inclusive, shall have a right of enjoyment in and to Tract "A", which shall be appurtenant to every residential unit, subject to the following provisions:

a. The right of the Trouble Creek Villas Homeowners' Association, Inc. to charge a reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the common area;

b. The right of Trouble Creek Villas Homeowners' Association, Inc. to suspend the voting rights and right to use of the facility of any owner for any period during which any assessment of said Association against said owner's residential unit remains unpaid, and for any infraction by an owner of the Association's Rules and Regulations for the duration of the infraction and for an additional period thereafter, not to exceed 60 days.

c. The right of the Developer with regard to the properties which may be owned for the purpose of development to grant easements in and to Tract "A" contained within the respective properties to any public agency, authority, or utility for such purposes as benefit only the properties or any portions thereof, the owners or residential units contained therein;

d. The right of said Association to borrow money for the purpose of improving Tract "A", or any portion thereof, or for constructing, maintaining, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan, a mortgage encumbering all or any portion of Tract "A" or a portion thereof, provided, however, that the lien or encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interest, options, easements and privileges herein

reserved or established for the benefit of Developer or any owner, or the holder of any mortgage, irrespective of when executed, given by Developer or any owner encumbering any residential unit or other property located within Trouble Creek Villas.

e. The right of the Association to dedicate or transfer all or any portion of Tract "A" to any public agency, authority, or utility for such purposes subject to such conditions as may be agreed to by the members of the Association.

21. Any owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment to Tract "A" to members of his or her family, tenants, and other social invitees.

22. Each owner shall have the right of ingress and egress over, upon and across Tract "A" necessary for access to his or her lot and shall have the right to lateral support for his or her lot, and such rights shall be appurtenant to each lot.

23. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the Rules and Regulations adopted hereunder. Without the prior written consent of the Association's Board of Directors, nothing shall be done or kept on any lot or upon Tract "A" or any part thereof to increase the rate of insurance on the properties or any part thereof, over what the Association, but for such activity, would pay if the Association elects, as provided herein, to provide such insurance.

24. Except on the individual lot, no planting or gardening shall be done; no fences, hedges or walls shall be erected or maintained upon Tract "A" or any lot except as are installed in accordance with the initial construction of the improvements located thereon, or as approved by the Association's Board of Directors or their designated representatives.

25. The use of Tract "A" and facilities located thereon shall be governed by reasonable Rules and Regulations and

Amendments thereto shall be furnished by the Association to all owners prior to the Rules' effective date. Such regulation shall be binding upon the owners, their families, tenants, guests, invitees and agents until and unless such regulation, rule or requirement be specifically overruled, cancelled or modified by the Board of Directors in a regular or special meeting by a vote of the members holding a majority of the total votes in the Association designated herein as Class "A" members, and by the vote of the Class "B" members so long as such membership shall exist. The Board shall have the authority to impose reasonable monetary fines and other sanctions and monetary fines may be collected by lien and foreclosure.

26. Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible for Developer to maintain and carry on, during the period of construction and sale of the lots or residences, upon such portion of Tract "A" as the Developer may deem necessary, such facilities and activities as in the sole opinion of Developer may be reasonably required, convenient or incident to the construction or sale of such residences, including, but without limitation, business offices, signs, model units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by Developer as models and sales offices.

27. Each lot shall, for all purposes, constitute real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any real property, subject to the provisions of this Declaration. Each owner shall be entitled to the exclusive ownership and possession of his or her lot, subject to the provisions of this Declaration. Subject to the restrictions contained in this Declaration or amendments hereto; each residence shall include all improvements constructed on any lot which were constructed in accordance with the design criteria established by the plans of the architect designing the residence or approved by the Board of Directors or its designated

representatives. Equipment necessary for a particular lot and provided by Developer as a part of original construction of a dwelling unit, but located outside the lot lines and in a portion of Tract "A", such as, for example, air conditioners, compressors, is the maintenance responsibility of the owner and each owner shall enjoy an easement for maintenance, repair and operation of such equipment over so much of Tract "A" as is reasonably necessary for such purpose. All conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utilities or other services to more than one lot or to Tract "A" are excluded from a lot, although located in part within the boundaries thereof. It is understood that the Association shall be the owner of all of the right, title and interest in Tract "A", and that each lot owner's interest therein shall be as a member in the Association as provided herein.

28. Every person who is the record owner of a fee or undivided fee interest in any lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per lot. In the event there are multiple owners of a lot, votes and rights of use and enjoyment shall be as provided herein.

29. The Association shall have two classes of membership, Class "A" and Class "B" as follows:

a. Class "A". Class "A" members shall be all owners with the exception of the Developer, any successor of Developer who takes title for the purpose of development and sale, any and one holding one or more lots for the purpose of development or sale. Class "A" members shall be entitled to one vote for each lot in which they hold an interest required for membership as provided herein-above. When more than one person holds such interest in any lot, the vote for such lot shall be exercised as those owners themselves determine and advise the secretary prior to any meeting. In the absence of such advice, the lot's vote shall be suspended in the event more than one person seeks to exercise it.

b. Class "B". Class "B" members shall be the Developer, any successor of Developer who takes title for the purpose of development and sale, or any participating builder or developer owning one or more lots for the purpose of development and resale or for resale. The Class "B" member shall be entitled to one vote for each lot owned, provided that the Class "B" member shall maintain a minimum of 51% of the total votes in the Association until 46 lots are conveyed by the Class "B" member, its successor or assigns, at which time the Class "B" member shall have one vote for each lot owned thereafter. It is further provided that the Class "B" membership vote may terminate and convert to Class "A" membership when in the discretion of the Class "B" member or members it may so determine.

30. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on Tract "A" against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost less any deductible of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all of Tract "A" and all damage or injury caused by the negligence of the Association or any of its agents, which public liability policy shall have at least a \$500,000.00 single person limit as respects bodily injury, and property damage a \$1,000,000.00 limit per occurrence, and a \$50,000.00 minimum property damage limit. Premiums for all such insurance shall be common expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement cost.

In addition to casualty insurance on Tract "A", the Association shall obtain and continue in effect, adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for the full replacement cost of all structures on all lots, if the Association elects to provide such insurance as hereinafter provided. In the event such insurance is obtained the provisions of this paragraph 30 shall apply to policy provisions, loss adjustment, and all other subject to which this paragraph 30 applies to insurance on Tract "A". In the event the

Association does not maintain insurance upon residences ^{NOT} now owned by the Association, then each owner shall insure his entire residence against loss or damage by fire or other casualty under the standard form all-risk homeowners' policy now in use in Florida or under such other insurance as may be required by any mortgagee of the residence. All such insurance shall be for the full replacement cost. All such policies shall provide for certificates of insurance to be furnished to the Association and shall further provide that the policy may not be cancelled or terminated except upon at least thirty (30) days written notice to the Association.

In the event the Association elects to provide insurance coverage for the benefit of the owners' lots, such insurance coverage obtained shall be written in the name of the Association as Trustee for each of the owners. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in the State of Florida and holding a rating of XI or better in the Financial Category as established by A. M. Best Company, Inc., if available and, if not available, the best rating available.

(b) All policies shall be for the benefit of the lot owners and their mortgagees as their interest may appear.

(c) Provisions shall be made for the issuance of a certificate of insurance to each owner and his or her mortgagee, if any, which shall specify the amount of such insurance attributable to the particular owner's lot.

(d) Exclusive authority to adjust losses under policies hereafter in force on the property obtained by the Association shall be vested in the Association's Board of Directors, provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(e) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual owners or their mortgagees.

(f) Each owner may obtain additional insurance at his or her own expense; provided, however, that no owner shall be entitled to exercise his or her right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the owners and their mortgagees, may realize under any insurance policy which the Association's Board of Directors may have in force on the property at any particular time.

(g) It shall be the individual responsibility of each owner at his or her own expense to provide as he or she sees fit, such other insurance as is not provided by the Association, pursuant to the provisions of this paragraph 30.

(h) The Association's Board of Directors shall conduct atleast once every two years an insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements on Tract "A" and if insured, upon the lots, by one or more qualified persons, atleast one of whom must be in the real estate industry and familiar with housing construction in the Pasco County area.

The Association may, by its By-Laws, provide for any other Rules and Regulations which it deems appropriate pertaining to the insurance and Rules and Regulations pertaining thereto.

31. All maintenance of the lot and all parts of the residences thereon, unless specifically indentified as being the responsibility of the Association, shall be the responsibility of the owner. No owner shall decorate or change the appearance of any portion of the exterior of a residence or the exterior appearance of a lot unless such decoration or change is first approved, in writing, by the Association's Board of Directors or its designated representative, nor shall any owner do any work which in the reasonable opinion of said Board of Directors or its designated representative would jeopardize the soundness and safety of the properties, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case, unanimous prior written consent of all the other owners.

32. The Association shall maintain and keep in good repair Tract "A", which responsibility shall be deemed to include:

(a) the maintenance of Tract "A", including but not limited to maintenance, repair and replacement, at the Association's sole cost and expense, of all trees, fences, shrubs, grass, streets, parking areas, walks, drainage facilities, other improvements situated upon Tract "A", and

(b) insurance as hereinafter provided,

(c) in the event that the Board of Directors of the Association determines that any owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair or replacement of items for which he is responsible hereunder or that the need for maintenance, repair or replacement which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an owner, his or her family, guest, lessees or invitees, and is not covered or paid for by insurance

in whole or in part, then, in that event, the Association, except in the event of an emergency situation, shall give the owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or in the event that such maintenance, repair or replacement is not capable or completion within said fifteen days, to commence said maintenance, repair or replacement within such time. If any owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at owner's sole cost and expense, and said cost shall be added to and become a part of the assessment to which such owner is subject and shall become a lien against the lot enforceable by the Association.

33. Whenever all or any part of the properties shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all owners) by any authority having the power of condemnation or eminent domain, each owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all owners to be disbursed as follows:

If the taking involves a portion of the Tract "A" on which improvements have been constructed, then, unless within sixty (60) days after such taking the Class "B" members (if such membership shall then exist) and at least seventy-five (75%) percent of the Class "A" members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included upon Tract "A" to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions herein regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on Tract "A", or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the

Association shall determine. If the taking includes one or more residences, or any part or parts thereof, whether or not there is included in the taking any part of Tract "A", then the award shall be disbursed and all related matters, including without limitation alteration of ownership of Tract "A", shall be handled pursuant to and in accordance with the consent of no less than fifty (50%) percent of all owners expressed in a duly recorded amendment to this Declaration, provided that the consent of the owner or owners of the lot or lots so taken must first be obtained. If the consent cannot be obtained, the funds shall be disbursed as the Court may determine.

34. The Association, subject to the right of the owners set forth in this Declaration, shall be responsible for the exclusive management and control of Tract "A" and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. If the Association enters into a management agreement, it shall be by written contract cancellable upon ninety (90) days' written notice. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the properties or the enforcement of this Declaration. The Association may but shall not be required to arrange as an Association expense with other to furnish water, trash collection, sewer service and other common services to each lot.

35. The Association through action of its Board of Directors may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise.

36. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the lots and of Tract "A", which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. Enforcement may include the imposition of reasonable fines which if not paid when due shall constitute a lien as provided herein.

37. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

38. The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the owners and occupants of residences, maintain the properties, all as may be more specifically authorized from time to time by the Board of Directors.

39. Each owner of any lot by acceptance of a Deed, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association; (a) annual assessments or charges, and (b) special assessments, such assessments to be established and collected as hereinafter provided, and (c) specific assessments against any particular lot which are established pursuant to the terms of this Declaration, including but not limited to reasonable fines as may be imposed in accordance with provisions herein. All such assessments, which may include assessments payable to the Trouble Creek Villas Homeowners' Association, Inc. together with interest at the highest rate allowable, under the laws of the State of Florida from time to time relating to usury for residential real estate, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of

such lot at the time the assessment fell due. Each owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessments for delinquents; unless otherwise provided by the Board, the assessments shall be paid in monthly installments.

40. It shall be the duty of the Board atleast thirty (30) days prior to the Association's Annual Meeting, to prepare a budget covering the estimated costs of operating the Association during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget, and the assessments to be levied against each lot for the following year, to be delivered to each member atleast thirty (30) days prior to the meeting. The budget and the assessment shall become effective unless disapproved, at the annual meeting by a vote of atleast fifty-one (51%) percent of the total Association membership, including the Class "B" member or members. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the subject in effect for the then current year shall continue for the succeeding year.

41. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only provided that any such assessment shall have the assent of more than fifty (50%) percent of the votes of each class of the owners who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may make such special assessments payable in installments

over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

42. Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast over twenty-five (25%) percent of all the votes of the Class "A" members shall constitute a quorum.

43. All sums assessed against any lot pursuant to this Declaration, together with interest as provided herein, shall be secured by a lien on such lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such lot except only for:

(a) liens for ad valorem taxes; and

(b) a lien for all sums unpaid on a first mortgage deed, or on any mortgage executed by Developer duly recorded in the public records of Pasco County, Florida, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument;

(c) any lien for sums unpaid in accordance with the Declaration or By-Laws of the Trouble Creek Villas Homeowner's Association, Inc.

All other persons acquiring liens or encumbrances on any lot after this Declaration shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments as provided herein, whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances.

44. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may determine from time to time. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment has not been paid within thirty (30) days, a lien as herein provided for shall attach and in addition to the lien shall include the late charge, interest on the principal amount due plus the late charge at the maximum allowable rate from the date first due and payable,

all costs of collection, reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may as the Board of Directors shall determine, institute suit to collect such amounts or to foreclose its lien. Each owner, by his or her acceptance of a Deed to a lot, vest in the Association or its agents, the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for herein, shall be in favor of the Association and shall be for the benefit of all other owners. The power to bid on the residence at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same, shall be held by the Association, acting on behalf of the owners. No owner may waive or otherwise escape liability for the assessments provided for herein including by way of illustration, but not limitation, abandonment of his or her lot.

45. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the completion and conveyance of Tract "A" by the Developer, and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. So long as Developer meets or causes to be performed the level of services called for in the budget and funds any deficiency which may arise between actual service expense and assessments paid by owners other than Developer, Developer is not required to pay on its unsold units. This shall be reviewed annually and Developer may elect to pay on its unsold units rather than subsidize the Association. Developer shall always pay the full assessment levied against any Developer owned unit, which Developer retains for the purpose of leasing. Assessments as to lots initially subject to these Covenants shall commence as provided above. Lots subsequently made subject to this Declaration, which may be accomplished by the

filing of an amendment to these Covenants identifying the legal description of the lots being added and the legal description of any additional areas, shall be subject to assessments commencing with the first day of the month following the recording of amendments for such purposes. No Joinder by the Association shall be required for any amendment, the purpose of which is to annex or include additional lots or areas.

46. No construction or erection of any nature whatsoever shall be commenced or maintained upon any lot or Tract "A" except in strict conformity with the provisions of the Declaration of Easements, Restrictions, Covenants and Conditions for Trouble Creek Villas Homeowners Association, Inc.

47. The Association shall be used only for those uses and purposes set out in the Declaration. As previously provided, the Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use and enjoyment of the lots and Tract "A", provided that copies of all such rules and regulations be furnished to all owners. For violation of this Declaration, the By-Laws or any rules and regulations duly adopted hereunder, the Board shall have the power to impose reasonable fines which shall constitute a lien upon the property and to suspend an owner's right to use of Tract "A", and the owner's right to vote. Such suspension may be for the duration of the infraction and may continue for an additional period thereafter not to exceed thirty (30) days. The Board shall be authorized and empowered to begin any action in any court on behalf of the Association and all owners to abate any nuisance.

48. The Board shall not impose a fine, suspend voting or infringe upon any other rights of a member or other occupant for violations of rules unless and until the following procedure is followed:

- (a) Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation;
and
- (iii) a time period, not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

(b) Within twelve months (12) of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in session. The notice shall contain:

- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;
- (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and
- (iv) the proposed sanction to be imposed.

(c) The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

49. Each owner shall comply strictly with the By-Laws and with the administrative Rules and Regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the Easements, Restrictions, Covenants and Conditions set forth in this Declaration and in the Deed to his or her lot, if any. The Board of Directors may impose fines or other sanctions, collection of which shall be as provided for in this Declaration. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damage or injunctive relief or both, maintainable by the Board of Directors, on behalf of the Association, or in a proper case by an aggrieved owner. Failure by the

Association or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

50. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

51. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date it is recorded after which time it shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by two-thirds (2/3) of the then owners of the lots, agreeing to change the covenants, in whole or in part, is recorded.

52. In the event an owner sells, leases, mortgages, or "conveys and executes a contract for deed" of the owner's property, the owner will be required to give to the Association in writing the name of the purchaser, lessee or mortgagee of the property.

53. The Covenants and Restrictions of this Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Class "A" and Class "B" votes, except as provided herein for unilateral annexation. Any amendment must be properly recorded in the public records of Pasco County, Florida.

54. The Association shall indemnify every officer and director against any and all expenses, including reasonable attorney's fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association).

and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director or former officer or director may be entitled. The Association shall as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

IN WITNESS WHEREOF, the undersigned Developer has executed this Declaration under seal this 16th day of April, 1979.

WITNESSES:

[Signature]
[Signature]

CORPORATE SEAL

ROSS BUILDERS AND DEVELOPERS, INC.

BY [Signature]
LARRY E. ROSS, President

ATTEST:
BY: [Signature]
Joy P. Ross
Secretary

STATE OF FLORIDA :

COUNTY OF PASCO :

BEFORE ME, the undersigned authority, personally appeared LARRY E. ROSS, as President and JOY ROSS, as Secretary, of ROSS BUILDERS AND DEVELOPERS, INC., a Florida corporation, to me well known and known to me to be the persons described in and who executed the foregoing instrument and they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by the corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of April, 1979.

[Signature]
Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 7 1982
BONDED THRU GENERAL INS UNDERWRITERS



Rcpt: 917537 Rec: 154.50
 DS: 0.00 IT: 0.00
 08/29/05 Dpty Clerk

PREPARED BY AND RETURN TO:
 JOSEPH R. CIANFRONE, P.A.
 1964 Bayshore Boulevard
 Dunedin, FL 34698

JED PITTMAN, PASCO COUNTY CLERK
 08/29/05 10:35am 1 of 18
 OR BK 6555 PG 454

**AMENDMENT TO
 DECLARATION OF EASEMENTS, RESTRICTIONS
 COVENANTS AND CONDITIONS FOR
 TROUBLE CREEK VILLAS HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT TO THE DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR TROUBLE CREEK VILLAS HOMEOWNERS ASSOCIATION, INC. is made and entered into this 24th day of AUGUST, 2005, by Trouble Creek Villas Homeowners Association, Inc., a Florida non-profit corporation, and the individuals and/or entities whose consents are attached hereto.

WITNESSETH:

WHEREAS, the real property in Pasco County, Florida, more particularly described in the Declaration of Easements, Restrictions, Covenants and Conditions for Trouble Creek Villas Homeowners Association, Inc., as recorded in O.R. Book 1018, Page 1674 et seq. of the Public Records of Pasco County, Florida, and incorporated herein by reference (the "Property") is subject to that certain Declaration of Easements, Restrictions, Covenants and Conditions for Trouble Creek Villas Homeowners Association, Inc. (herein collectively called the "Declaration"); and

WHEREAS, the individuals and/or entities whose consents are attached hereto are the owners of at least two-thirds (2/3) of the Lots within Property, and said individuals and/or entities desire to further amend the Declaration:

NOW THEREFORE, the Declaration, which is incorporated herein by reference, is hereby amended as follows:

1. The Declaration is amended by adding an entirely new paragraph 55 to read as follows:

55. Leasing Restrictions. In order to retain the residential nature of the community, to assist Owners in the acquisition of mortgages and to foster compliance with the Rules and

Regulations and Restrictions, leasing of Lots and the units contained thereon, shall be strictly controlled by this provision.

Any Lot Owner who acquires title to a Lot shall not be allowed to lease the Lot or the unit for a period of twelve (12) months from the date of initial acquisition.

All leases and lease renewals shall be for a term of one (1) year. If a lessee vacates the Lot prior to the end of said one (1) year period, a new lease shall not be allowed for the balance of the one-year period, except upon showing a hardship as determined in the sole discretion of the Board of Directors.

The Board shall have the authority to consider certain hardship exceptions, as it may determine to be in the best interest of the membership. The Board may allow exceptions based upon the following circumstances:

- a. Loss of Income
- b. Occupational Relocation
- c. Family Emergency
- d. Removal of tenant violating documents
- e. Military Transfer of the Tenant

In order to limit use of the common area facilities to only the residents and their guests, a Lot Owner shall provide a copy of the lease to the Association. The lease shall contain the names of all parties authorized to occupy the property.

In furtherance of the residential nature of the community, under no circumstances shall more than twenty percent (20%) of the Lots be leased at any one time. The Board of Directors shall adopt appropriate polices and procedures to determine which Lots shall be leased in the event more than twenty percent (20%) of the Owners desire to lease their property.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by its duly authorized officers and has affixed its corporate seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Adele Brooks

Signature

Adele Brooks

Printed Name

Donna M. Cox

Signature

DONNA M. COX

Printed Name

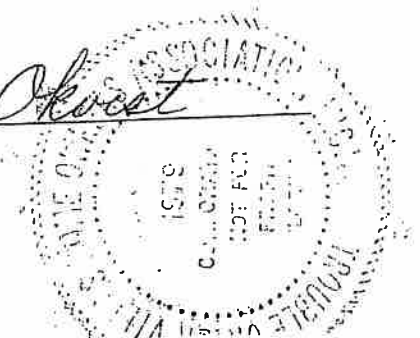
TROUBLE CREEK VILLAS
HOMEOWNERS ASSOCIATION, INC.

By: George Gordon
President

ATTEST:

Barbara A. Okocot
Secretary

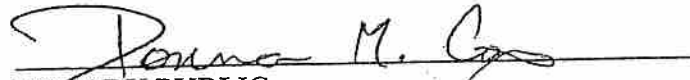
(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared George Gordon and Barbara A. Okvist, President and Secretary, respectively, of Trouble Creek Villas Homeowners Association, Inc., who are personally known to me or who have produced Florida Driver's Licenses to be the person(s) described in and who executed the foregoing instrument, and they acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and State last aforesaid, this 24th day of August, 2005.


NOTARY PUBLIC
(State of Florida)

My Commission Expires:



Donna M Cox
My Commission DD140488
Expires August 08, 2006