

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.

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

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

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

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

(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 at least 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, at least 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

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.

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



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

- (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

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

LARRY E. ROSS, President

ATTEST:

BY:

Jay 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

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 policies 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

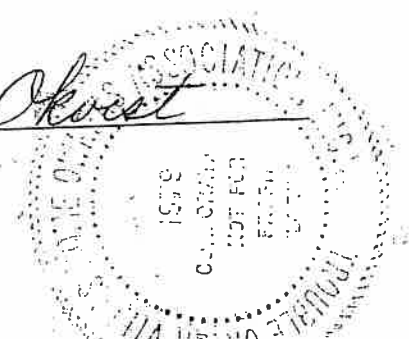
TROUBLE CREEK VILLAS  
HOMEOWNERS ASSOCIATION, INC.

By: George Gordon  
President

ATTEST:

Barbara A. Okrest  
Secretary

(CORPORATE SEAL)



B Y - L A W S

TROUBLE CREEK VILLAS HOMEOWNERS ASSOCIATION, INC.

BY-LAWS  
TROUBLE CREEK VILLAS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

MEMBERSHIP

Section 1. Qualifications

In accordance with ARTICLE IV of the Articles of Incorporation, all owners of property in Trouble Creek Villas Subdivision shall automatically become members of the Association.

Section 2. Assessments

a. Regular Assessments (Maintenance Fees)

Members shall prepay monthly assessments in accordance with ARTICLE VI Finance, Section 4.

The Maintenance Fees of new members shall begin on the first (1st) day of the month following closing. Voting rights shall commence with the first (1st) payment.

b. Special Assessments

Special Assessments for common expenses that cannot be paid from the annual budget shall be made only after notice of the need for such expenditures and upon approval by a vote of 51% (30) of the membership voting in person or by proxy at either the Annual Meeting or a special meeting called for that purpose in accordance with ARTICLE II Meetings, Section 3.

Section 3. Good Standing

A member in good standing is one whose assessments are paid.

Section 4. Suspension of Privileges

Privileges, such as voting, swimming, guest parking, shall be suspended for any member who is one month delinquent in paying his or her maintenance fee. A late fee of five dollars (\$5.00) will be charged against the homeowner whose dues have not been paid by the tenth (10th) day of the month. This late fee will be doubled for every subsequent month that the maintenance fee remains unpaid. Reinstatement of privileges will be granted upon full payment.

ARTICLE III  
BOARD OF DIRECTORS

Section 1. Number of Directors and Term of Office

The Board of Directors shall consist of five (5) members elected from the general membership. Their term of office shall be one (1) year or until their successors are elected. No Director shall serve for more than two (2) consecutive years. A director may serve again after an absence from the Board for one year.

Section 2. Qualifications

- a. Candidates for election to the Board of Directors shall be members in good standing.
- b. A Director must be a homeowner whose principal residence is in Trouble Creek Villas.
- c. No more than one member per household shall be qualified to serve simultaneously on the Board of Directors.

Section 3 Filing Procedures for Candidates

- a. Board of Directors shall appoint a nominating committee ninety days (90) prior to the Annual Election.
- b. Members shall fill out a "Candidate Nomination Form" and file same with the Nominating Chairman by December 1st. A brief biographical outline is to accompany the form. This outline shall be distributed to the membership and attached to the ballot prior to the Annual Meeting.
- c. Write-in candidates will be permitted on the ballot.

Section 4. Election

- a. The election of Directors shall be conducted at the Annual Meeting.
- b. Voting shall be by secret ballot.
- c. Ballots at the Annual Meeting will be counted by the members of the Nominating Committee along with one member of the Association (in good standing) who will be appointed by the President.
- d. The Directors shall be elected by a plurality vote. In the event of a tie vote, the tie shall be broken by a second vote of the members present at the annual meeting. The term of office of the newly elected Directors shall begin at the close of the Annual Meeting.

Section 8. Filling of Vacancies

Vacancies occurring on the Board of Directors shall be filled by a majority vote of the remaining directors within thirty (30) days after the date such vacancy or vacancies occur. A Director elected by the Board to fill a vacancy shall hold office until the next election.

Section 9. Compensation

No salary shall be paid to any Director for services on the Board. Monies may be paid to defray expenses incurred by a Director for official business upon approval of the Board.

Section 10. Past President

The immediate past president of the Association's Board of Directors shall upon retiring from the Board become an ex-officio member of the Board without voting privileges for one year.

ARTICLE IV

OFFICERS

Section 1. Election and Term of Office

- a. The Board of Directors shall elect through a simple majority vote from among its members at its reorganization meeting held within ten (10) days after the annual election; a President, a Vice President, a Secretary, and a Treasurer, all to serve a term of one (1) year. The agenda shall also include the establishment of the quarterly meeting date and the designation of the depository (ies) for funds.
- b. No member of the Board shall hold more than one (1) office at a time.

Section 2. Duties

- a. The President shall:
  1. Preside at all meetings of the Association and perform those duties usually imposed upon this office.
  2. Appoint the Chairman of standing and special committees subject to approval by the Board.
  3. Act as ex-officio member of all committees.
  4. Be one (1) of three persons authorized to sign checks drawn upon the Treasury of the Association.
  5. Perform all other related duties assigned by the Board of Directors.



7. Pay out funds in accordance with the approved budget.
8. Be responsible for filing of all necessary reports to the various government agencies.
- 9 Disburse other monies as the Association may direct.
10. Be one (1) of three persons authorized to co-sign checks drawn on the Treasury.
11. Recommend to the Board for their approval, before proceeding with any legal action that may be required for the collection of any delinquent assessments.

Section 3     Resignations

Any officer may resign by submitting a letter so stating to the Board. Such resignation shall become effective on the date specified with approval of the Board. An officer may resign from his/her office without resigning from the Board of Directors.

Section 4     Removal of Officers

Any officer may be removed from office by a 3 of 5 vote. of the Board.

Section 5     Vacancies

If a vacancy occurs in the office of President, it shall be filled by the Vice President. Any other officer vacancy shall be filled by a majority vote of the Board members present at a regular meeting, within thirty (30) days of the vacancy.

ARTICLE V

STANDING COMMITTEES

The Chairman cannot be from the same household as a Director. Chairman shall select the members of their committees. All members must be in good standing.

The Standing Committees shall be as follows:

Section 1.     Activities

The function of this committee shall be to determine the recreational and social needs of the residents of Trouble Creek Villas and to study the ways and means of satisfying these needs and to recommend to the Board of Directors such actions as may be necessary to carry out programs and activities.

By-Laws Continued

b. Non-budgeted Capital Improvements

Non-budgeted Capital Improvements in excess of Five Hundred Dollars (\$500.00) for a single item or for a single purpose shall be subject to approval by a 51% vote of the membership voting in person or by proxy at either the Annual Meeting or a special meeting called for that purpose.

Section 5. Common Areas

Individual Homeowners can not build upon nor make any changes to the common areas (property owned by Trouble Creek Villas Homeowners Association) without prior approval by a 51% vote of the membership voting in person or by proxy at either the Annual Meeting or a special meeting called for that purpose.

Section 6. Association Depository

The depository of the Association shall be one or more banks and/or Savings and Loan Associations insured by an instrumentality of the United States Government as shall be determined by the Board of Directors.

Section 7. Annual Audit

The Board of Directors shall cause an annual audit of the accounts of the Association by a committee selected by the Board. They shall affix their certification to the written report and make any recommendations for future fiscal operations.

Section 8. Fidelity Bonds

Fidelity Bonds shall be required of all officers of the Association handling or responsible for Association Funds. The amount of such bonds shall be determined by the Board of Directors and premiums on such bonds shall be a budget item.

ARTICLE VII

PARLIAMENTARY AUTHORITY

The current edition of Robert's Rules of Order shall govern the proceedings of the Trouble Creek Villas Homeowners Association in all cases not provided for in these By-Laws.

**R**

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



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

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 24<sup>th</sup> 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 policies 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. Okrest  
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 24<sup>th</sup> day of August, 2005.

  
NOTARY PUBLIC  
(State of Florida)

My Commission Expires:



Donna M Cox  
My Commission DD140468  
Expires August 08, 2008

M:\amends\AMENDS\TroubleCreek-DecAM-Leasing.0605.wpd

2006021818

PREPARED BY AND RETURN TO:  
Joseph R. Cianfrone, P.A.  
1964 Bayshore Blvd.  
Dunedin, FL 34698

Rept: 965996 Rec: 27.00  
DS: 0.00 IT: 0.00  
02/02/06 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK  
02/02/06 03:48pm 1 of 3  
OR BK 6824 PG 102

**CERTIFICATE OF AMENDMENT  
TO  
BY-LAWS  
FOR  
TROUBLE CREEK VILLAS HOMEOWNERS ASSOCIATION, INC.**

**NOTICE IS HEREBY GIVEN** that at a duly called meeting of the members on December 5, 2005, by a vote of 51% of the membership, in person or by proxy, the By-Laws for Trouble Creek Villas Homeowners Association, Inc., as originally recorded in O.R. Book 1838, Page 987, et seq., in the Public Records of Pasco County, Florida, be, and the same are hereby amended as follows:

The By-Laws of Trouble Creek Villas Homeowners Association, Inc. are hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to the By-Laws for Trouble Creek Villas Homeowners Association, Inc."

**IN WITNESS WHEREOF**, TROUBLE CREEK VILLAS HOMEOWNERS ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 31st day of January, 2006.

TROUBLE CREEK VILLAS  
HOMEOWNERS ASSOCIATION, INC.

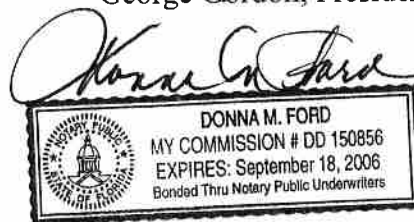
(Corporate Seal)

By:

George Gordon  
George Gordon, President

ATTEST:

Barbara Okvist  
Barbara Okvist, Secretary



STATE OF FLORIDA  
COUNTY OF ~~PINELLAS~~ Pasco

On this 31st day of January, 2006, personally appeared before me George Gordon, President, and Barbara Okvist, Secretary, of TROUBLE CREEK VILLAS HOMEOWNERS

**SCHEDULE OF AMENDMENTS  
TO  
BY-LAWS  
FOR  
TROUBLE CREEK VILLAS HOMEOWNERS ASSOCIATION, INC.**

**ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY STRIKE THROUGH  
OMISSIONS INDICATED BY ELLIPSIS....**

1. ARTICLE I, MEMBERSHIP, Section 4, Suspension of Privileges, of the By-Laws shall be amended to read as follows:

Section 4. Suspension of Privileges

Privileges, such as voting, swimming, guest parking, shall be suspended for any member who is one month delinquent in paying his or her maintenance fee. A late fee of five dollars (\$5.00) will be charged against the homeowner whose dues have not been paid by the tenth (10<sup>th</sup>) day of the month. ~~This late fee will be doubled for every subsequent month that the maintenance fee remains unpaid.~~ Reinstatement of privileges will be granted upon full payment. The Association shall be entitled to interest, costs and attorney's fees in relation to maintenance fees not timely paid.

2. ARTICLE III, BOARD OF DIRECTORS, Section 1, Number of Directors and Term of Office, of the By-Laws, shall be amended to read as follows:

Section 1. Number of Directors and Term of Office

The Board of Directors shall consist of five (5) members elected from the general membership. Their term of office shall be one (1) year or until their successors are elected. ~~No Director shall serve for more than two (2) consecutive years. A director may serve again after an absence from the Board for one year.~~

ASSOCIATION, INC., both personally known to me or identified by Salvador Drivers License  
and acknowledged the execution of this instrument for the purposes herein expressed.

Kenna M. Lued

NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

Sept 18, 2006

OR BK 6824 PG 103  
2 of 3



Joseph R. Cianfrone, Esq.  
Stephan C. Nikoloff, Esq.\*  
Tiffany A. Grant, Esq.  
Daniel J. Greenberg, Esq.  
Jennifer M. Sinclair, Esq.

*\*also admitted in PA*

Neil E. Polster, Esq.  
Of Counsel

**CIANFRONE, NIKOLOFF, GRANT  
GREENBERG & SINCLAIR, P.A.**  
ATTORNEYS AT LAW

1964 Bayshore Blvd., Suite A  
Dunedin, Florida 34698  
(727) 738-1100  
Fax (727) 733-0042  
[www.attorneyjoe.com](http://www.attorneyjoe.com)  
[Tiffany@attorneyjoe.com](mailto:Tiffany@attorneyjoe.com)

August 25, 2014

Board of Directors  
Trouble Creek Villas Homeowners Association, Inc.  
4605 Stonehaven Place  
New Port Richey, Florida 34652

**Re: Recorded Amendment to Declaration**


Dear Board Members:

Enclosed please find the Amendment to the Declaration of Easements, Restrictions Covenants and Conditions for Trouble Creek Villas Homeowners Association, Inc. as recorded in the Public Records of Pasco County.

Please distribute a copy of the amendment to the owners within Trouble Creek Villas and place the original in the Association's official records.

If you have any questions, please do not hesitate to call.

Sincerely,



Tiffany A. Grant, Esq.

TAG:dmc  
Enclosure

207 26



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

Rcpt: 1623513 Rec: 231.00  
DS: 0.00 IT: 0.00  
08/18/14 K. Kraengel, Dpty Clerk

PAULA S O'NEIL, Ph D PASCO CLERK & COMPTROLLER  
08/18/14 03:04pm 1 of 27  
OR BK 9074 PG 68

**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 14 day of APRIL, 2014, 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 the 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. Paragraph 11 of the Declaration is amended to read as follows:

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. No owner shall have a

garage sale or an estate sale which is open to the general public. For the purposes of this restriction, a garage sale or an estate sale open to the public is deemed to be a sale wherein the owner or occupant of a lot advertises by signage or otherwise to the general public, a sale of multiple items whether same consists of furniture, electronics, clothing or numerous other personal property items. The residents of Trouble Creek Villas have deemed such unrestricted garage sales/estate sales to be a nuisance due to the significant number of cars and visitors which enter the Community, park in unauthorized areas, and restrict the traffic flow to the detriment of other residents and potential emergency vehicles.

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

Signed, sealed and delivered  
in the presence of:

TROUBLE CREEK VILLAS  
HOMEOWNERS ASSOCIATION, INC.

Barbara A. Christ  
Signature

Barbara A. Christ  
Printed Name

Debra Hogan  
Signature

Debra Hogan  
Printed Name

By:

Joseph Brischetto  
JOSEPH BRISCHETTO President  
Printed Name

ATTEST:

Evelyn Christian  
EVELYN CHRISTIAN Secretary  
Printed Name

(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 Joseph Brischetto as President and Evelyn Christian, as 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 14  
day of April, 2014.

Debra Hogan  
NOTARY PUBLIC  
State of Florida

My Commission Expires:



DEBRA HOGAN  
MY COMMISSION # EE 082906  
EXPIRES: April 16, 2015  
Bonded Thru Budget Notary Services



DEBRA HOGAN  
MY COMMISSION # EE 082906  
EXPIRES: April 16, 2015  
Bonded Thru Budget Notary Services