

Certificate Prepared by and return to:
Monique E. Parker, Esq.
Rabin Parker Gurley, P.A.
2653 McCormick Drive
Clearwater, Florida 33759

CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR TRIPLE CREEK AND THE
BY-LAWS OF TRIPLE CREEK HOMEOWNERS ASSOCIATION, INC.

I hereby certify, in accordance with the requirements of the applicable Florida Statutes and the governing documents of the Association, the Declaration of Covenants, Conditions, and Restrictions for Triple Creek, originally recorded in Official Records Book 18142, Page 1695 et seq., and the By-Laws of Triple Creek Homeowners Association, Inc., originally recorded in Official Records Book 18142, Page 1791 et seq., both within the Public Records of Hillsborough County, were amended at a duly called meeting of the members of Triple Creek on February 17, 2024.

Pursuant to Section 10.2 of the Declaration of Covenants, Conditions, and Restrictions for Triple Creek, the following amendments shall not apply to the Declarant or property owned by the Declarant during the Development and Sale Period defined by the Declaration, expiring on or before September 27, 2027:

- Item No. 1: Amendment to Article III, Section 3.1(b)
- Item No. 2: Amendment to Article III, Section 3.1(xi)
- Item No. 3: Amendment to Article III, Section 3.2(e)(ii)
- Item No. 9: Amendment to Article XX (Amendments to the Declaration during the Development and Sale Period shall still require written consent from the Declarant).

IN WITNESS WHEREOF, Triple Creek Homeowners Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 16 day of May, 2024.

Witnesses:

P. Patel
Signature of Witness #1

Print Name: Pinakin Patel

Address: 13194 US Hwy 301
South Riverview, FL 33578

TRIPLE CREEK HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]

Eric Lewandowski, President
Print Name and Title

Cindy Hesselberg
Signature of Witness #2

Print Name Cindy Hesselberg

Address: 13194 US Hwy 301
South Riverview, FL 33578

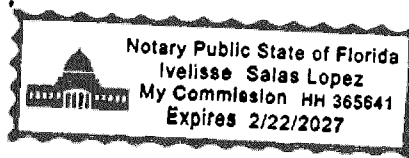
STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of May, 2024, by Eric Lewandowski, as President of Triple Creek Homeowners Association, Inc., a Florida non-profit corporation, on behalf of the corporation, who is personally known by me or who did produce FDL as identification.

Ivelisse Salas Lopez
NOTARY PUBLIC - State of Florida

My Commission Expires:

2/22/2027



**ADOPTED AMENDMENTS TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR TRIPLE CREEK AND THE
BY-LAWS OF TRIPLE CREEK HOMEOWNERS ASSOCIATION, INC.**

The following are adopted amendments to the Declaration of Covenants, Conditions, and Restrictions for Triple Creek, originally recorded in Official Records Book 18142, Page 1695 et seq., and the By-Laws of Triple Creek Homeowners Association, Inc., originally recorded in Official Records Book 18142, Page 1791 et seq., within the Public Records of Hillsborough County, and as subsequently amended.

NOTE: New wording is underlined, deleted wording is ~~stricken through~~, and *** indicates omitted text.

Item No. 1. Article III, Section 3.1(b) of the Declaration of Covenants, Conditions and Restrictions for Triple Creek is hereby deleted in its entirety and replaced with the following.

ARTICLE III OCCUPANCY OF LOTS

3.1. General.

The restrictions set forth in this Section may be amended only in accordance with Article XX and other applicable provisions of this Declaration. In addition to the initial Use Restrictions set forth in Exhibit "C" which may be modified as provided herein, the Lots shall be subject to the following:

(b) CONVEYANCES, SALES, RENTAL, LEASES, AND TRANSFERS. In order to ensure a community of congenial residents and thus protect the value of the Lots, the sale, leasing, rental, and transfer of Lots by any owner shall be subject to the following provisions:

(i) Transfers. No owner may dispose of a Lot or any interest therein by sale without notice to the Association. At least thirty (30) days prior to any sale or transfer of any Lot to any person other than the owner's spouse, the owner shall give written notice to the Board of Directors of the anticipated closing date, a photocopy of any purchase agreement, and the name and address of the person(s) to whom the proposed sale or transfer is to be made. The owner may also be required to pay a reasonable fee in connection with the proposed transfer. The Lot owner must provide the buyer with a copy of the governing documents and any other disclosures required by the Florida Statutes.

(ii) Leases and Occupancy. Leasing shall be defined as the regular, exclusive occupancy of a dwelling by any person other than a "bona fide owner" of a Lot, and for which the owner received any consideration or benefit. A "bona-fide owner" shall be defined as an individual that owns at least one-third (1/3) of the total interest in the Lot as shown in the Public Records of Hillsborough County, Florida. Transactions and contracts such as agreements for deed, fractional ownership interest in an LLC or other corporate entity, and other such arrangements used for the purpose of avoiding these restrictions are prohibited. All leases and occupancy of a Lot other than by a "bona fide owner" shall be subject to prior approval of the Association.

(iii) No lease shall be for a period of less than six (6) months and no Lot may be leased

more than twice in any twelve (12) month period, even if a tenant defaults on a lease or abandons the Lot prior to the expiration of the lease term. Vacation rentals (including, but without limitation, any rentals and/or advertising through Airbnb, VRBO, etc.) are strictly prohibited. No online marketing or advertising for the lease of a Lot may list availability of the Lot for a period of less than the required minimum lease term of six (6) months. No individual rooms may be rented for any purpose. This restriction specifically includes licensing a Lot or portion of a Lot for temporary occupancy, regardless of whether or not the Owner is residing in the Lot at the time of the licensed occupancy.

(iv) Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a Lot owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association and pay such application fee as established by the Board of Directors from time to time, not to exceed any limitation imposed by the Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease. No lease renewals, subleasing, assignment of a lease, or any change in occupancy is permitted without further application and approval from the Board of Directors. It shall be the owner's obligation to furnish the lessee with a copy of governing documents and any other disclosures required by the Florida Statutes.

(v) As a condition of approval of a lease, the owner(s) and tenant(s) may be required to sign a lease addendum prepared by the Association, which shall contain an agreement by the tenant to comply with the governing documents of the Association and shall contain a provision appointing the Association as agent for the owner, to enable the Association to act on behalf of the owner to enforce the lease, including eviction of the tenant as deemed necessary. If a lease addendum is not executed, the lease shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, lease addendum, or any of the foregoing provisions. The Association also has the right to require, as a condition to permitting the leasing of a Lot, that all assessments in regard to the Lot be current.

(vi) It shall be the duty of the Association to notify the Lot owner of approval or disapproval of a proposed lease within twenty (20) days after receipt of the application on the prescribed form with all required information.

(vii) Reasons for potential disapproval of a lease include, without limitation:

(1) A prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community, including any pleas of no contest.

(2) A history evidencing actions which indicate a disregard for, or indifference concerning, rules and regulations associated with community living.

(3) Providing untimely, false, or incomplete information in connection with the application.

(4) Delinquent monetary obligations owed to the Association.

(viii) Disapproval. If a proposed lease is disapproved by the Association, the Lot owner shall be advised in writing and the lease shall not be made. The Association has neither the duty to lease such Lot, nor to provide an alternate lessee, nor assumes any responsibility for the denial of a lease.

(ix) Prohibition on Sexual Predators and Offenders. Neither “sexual predators,” nor “sexual offenders,” as those terms are defined by the Florida Statutes, shall be permitted to occupy any Lot, at any time, whether he or she is an owner, tenant, or guest, for any period of time, regardless of whether an owner or approved lessee is also occupying such Lot. Any sale, transfer, or conveyance made in violation of this provision shall be void, and the Association may institute suit to remove such individual from the Property. Notwithstanding the foregoing, the Board of Directors acting on behalf of the Association, is not under any duty to conduct a criminal background check for all occupants and in no event shall the individual directors, or the Association, be liable to an owner, resident, tenant, guest, or other persons on the premises for not conducting a criminal background check, nor for the failure to discover the criminal history of an occupant.

(x) In addition to the foregoing limitations, when a person, corporation, or legal entity of any kind owns more than one Lot within the community, only one of the Lots owned by such person, corporation or legal entity may be leased at a given time. This shall apply to any persons, corporations, or entities that are related to the owner of another Lot, such as immediate family members and corporations that have common officers, directors, or partners, or where corporations owning Lots have majority stockholders that also own other properties. In the event of any question regarding the applicability of this section to a proposed lease, a request in writing is to be made for clarification by the Board of Directors prior to the date of commencement of any such lease.

Item No. 2. Article III, Section 3.1(b) of the Declaration of Covenants, Conditions and Restrictions for Triple Creek is hereby amended to add a new subsection (xi) which reads as follows.

ARTICLE III OCCUPANCY OF LOTS

3.1. General.

The restrictions set forth in this Section may be amended only in accordance with Article XX and other applicable provisions of this Declaration. In addition to the initial Use Restrictions set forth in Exhibit “C” which may be modified as provided herein, the Lots shall be subject to the following:

(xi) No Lot may be leased during the first twenty-four (24) months of ownership following the transfer of a Lot, and such Lot may not be occupied by any person other than a “bona fide owner” during such period.

(1) If an owner violates this restriction, any period of time during which the Lot is leased in violation of this restriction will be added to the twenty-four (24) month time period which starts when title to the Lot is acquired.

(2) If a Lot is currently leased at the time of any sale or transfer, such lease is not to be renewed by the new owner, and the tenant(s) are to be notified in writing of such non-renewal, with a copy provided to the Association. Additionally, the period of time for which the Lot is leased following the acquisition of title by the new owner will not be counted toward the waiting period for new leases.

Therefore, the twenty-four (24) month waiting period will not begin until the end of any lease that is in effect at the time that such new owner takes title to the Lot.

(3) The Board of Directors is hereby given the authority to grant exceptions to this Section when necessary to accommodate a hardship, or for estate planning purposes. Hardship /estate planning requests shall be evaluated on a case by case basis by the Board of Directors and granted when deemed necessary and appropriate. A hardship shall not be deemed to exist merely for convenience. Any Lot owner who falsifies information for the purpose of obtaining a hardship or estate planning exception to this Section shall be subject to fines, suspension of use rights, and/or legal action for injunctive relief, and shall be liable for all court costs and reasonable attorneys' fees incurred by the Association in connection therewith.

Item No. 3. Article III, Section 3.2(e)(ii) of the Declaration is hereby amended to read as follows:

3.2 Amendment of Use Restrictions

(ii) Signs. Signs are not permitted within the Community, except those placed by ~~the Declarant or~~ the Association relating to the location of facilities, directional signs, traffic control and street signs, or as otherwise specifically permitted in Architectural Guidelines duly adopted by the Board. By way of example but not limitation, political signs, "For Sale" or "For Rent" signs, advertising, marketing, or other similar signs are prohibited. No signs shall appear in windows of dwellings or in windows of vehicles. ~~Provided further that signs, regardless of size, used by the Declarant, its successors and assigns, for advertising and marketing during the construction and sale of the Community shall be exempt from this restriction. Notwithstanding the foregoing, certain lots designated "Live/Work Lots" (as described in Section 17.9 herein) may be partially exempt from the provision of this paragraph.~~

Item No. 4. Section 3.2(e)(iv) of the Declaration is hereby deleted in its entirety and intentionally left blank.

Item No. 5. Section 7.4(a)(i) of the Declaration is hereby amended to read as follows:

7.4 Enforcement.

(a) The Association, acting through the Board, may impose sanctions for violations of the Governing Documents, subject to the notice and hearing procedures set forth in the By-laws and Florida Statutes as applicable and as may be amended from time to time. Such sanctions may include, without limitation:

(i) Imposing monetary fines, up to the maximum, if any, permitted by applicable laws, which may accrue from the date of notice. In (in the event that any occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; however, if the fine is not paid by the violator within the time period set by the board, the Owner shall pay the fine upon notice from the Board.) In accordance with Section 720.305 of the Florida Statutes, fines may exceed \$1,000.00 and

any fine of \$1,000.00 or more shall be a lien against the Lot and may be collected in the same manner as regular assessments; and

[THE REMAINDER OF SECTION 7.4 IS UNAFFECTED BY THIS AMENDMENT]

Item No. 6. Article VII, Section 7.4(c) of the Declaration is hereby amended to read as follows:

7.4 Enforcement

(c) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents whether brought by the Association, ~~Declarant~~, or Owner, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs ~~Legal Costs~~ incurred in any such action, including fees and costs incurred during pre-litigation enforcement efforts and appellate proceedings. Likewise, when a violation of the Governing Documents is cured prior to the institution of formal legal proceedings such fees and costs shall also be recoverable.

...

[THE REMAINDER OF SECTION 7.4 IS UNAFFECTED BY THIS AMENDMENT]

Item No. 7. Article VIII, Section 8.9 of the Declaration is hereby amended to read as follows:

8.9 Initial One-Time Assessment

The Association hereby establishes an initial one-time assessment of \$500.00 (the "Initial Assessment") applicable to each Lot. The Initial Assessment shall become due and payable upon the transfer of title of any Lot by the party or parties acquiring title to the Lot which shall be due and payable to the Association at the time of closing or transfer of title ~~first occupancy of such Lot as a place of residence by a Class "A" Member or upon the first conveyance of the Lot with a completed dwelling, whichever occurs first.~~ Such Initial Assessment may be used to fund the Association's initial startup costs, construction of capital improvements in cooperation with the CDD which are intended for the general benefit of the Community, and other operating expenses or to help fund reserves, in the Board's discretion. Notwithstanding the foregoing, an Initial Assessment shall not be due in connection with: a) a transfer of title to an Institutional Mortgagee in connection with foreclosure of its mortgage or in lieu thereof, nor to any party taking title at a foreclosure sale in connection therewith; or b) any transfer of title by gift, devise or inheritance, including, but not limited to, interspousal transfers and those made in connection with creation or modification of a trust. The Initial Assessment may be referred to by another name, such as Working Capital Contribution, Working Fund Contribution or some other name, in marketing and disclosure materials. ~~No further Initial Assessment shall be due for any subsequent transfer of ownership of any Lot from one Class "A" Member to a successor Class "A" Member.~~

Item No. 8. Article XV of the Declaration is hereby deleted in its entirety and replaced with the following (*Substantial rewording of the Declaration. See provision XV for present text.*):

Article XV Dispute Resolution

15.1 Claims. "Claim" shall have the same meaning as set forth in 720.311, Florida Statutes, as amended from time to time, and generally include disputes between an association and a parcel owner regarding use of or changes to the parcel or the common areas and other covenant enforcement disputes, disputes regarding amendments to the association documents, disputes regarding meetings of the board and committees appointed by the board, membership meetings not including election meetings, and access to the official records of the association. Claims shall be subject to presuit mediation as set forth in 720.311, Florida Statutes, as amended from time to time.

15.2 Remedies. The Association shall have all remedies available to it at law or in equity to enforce provisions of the Governing Documents, including those specifically set forth herein, all of which shall be cumulative in nature. The Association's remedies include, but are not limited to, the right to institute legal proceedings should pre-suit mediation fail to result in a resolution of the Claim, "self-help" or the right to enter onto the Lot and correct the violation and impose a Benefitted Assessment to secure all costs incurred, impose fines in compliance with 720.305, Florida Statutes, which shall be secured by a Benefitted Assessment, suspend use rights in the Common Areas, evict noncompliant tenants, all of which may be utilized by the Association individually or in conjunction with one another in the discretion of the Board.

15.3 Recovery of Costs. All costs incurred by the Association in connection with enforcement of any violation of the Governing Documents, including Legal Costs whether suit be filed or not, shall be recoverable through imposition of a Benefitted Assessment. The Association shall provide fourteen (14) days' notice to the Owner of the Board Meeting at which the Benefitted Assessment will be imposed.

15.4 Fines. As indicated herein, the Board shall have the authority to impose fines in connection with any violation of the Governing Documents in accordance with the provisions of 720.305, Florida Statutes, as amended from time to time. Fines may exceed \$1,000.00 and payment of fines of \$1,000.00 or greater shall be secured through imposition of a Benefitted Assessment, or as otherwise permitted by 720.305, Florida Statutes. The Association's remedies shall be cumulative and fines may be utilized in the conjunction with other remedies of the Association in the discretion of the Board.

Item No. 9. Article XX, Section 20.2 of the Declaration is hereby amended to read as follows:

Article XX Amendment of Declaration

20.2 By the Members

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of ~~67%~~ a majority of the eligible voting Members who participate in the voting, in person or by proxy, at a meeting where a quorum is obtained, in attendance ~~at a meeting at a validly convened annual or special meeting at which at least 50% of the Association's total Class "A" votes are present.~~ In addition, during the Development and Sale Period, Declarant's written consent is required for any amendment. The approval requirements set forth in Article XVI also shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Item No. 10. Section 2(b) of Exhibit "C" to the Declaration (Initial Use Restrictions) is hereby amended to read as follows:

EXHIBIT C
Initial Use Restrictions

The following restrictions are covenants running with the land shall apply to all of the Community until such time as they are amended, modified, repealed, or limited pursuant to procedures of the Declaration.

(b) Raising, breeding, or keeping animals, livestock, or poultry of any kind, except that a reasonable number of dogs (~~except that no Pit bulls are allowed~~), cats, or other household pets of the nature commonly sold in pet stores located within regional malls in urban areas may be permitted in a Lot (not to exceed a total of three(3) such pets); however, those pets which roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling and the person walking the dog shall clean up after it. Pets shall be registered, licensed, and inoculated as required by law. Dog runs and any outdoor animal pens are prohibited; and

Item No. 11. Article II, Section 2.12 of the Bylaws of Triple Creek Homeowners Association, Inc. is hereby amended to read as follows:

Article II
Membership: Meetings, Quorum, Voting, Proxies

2.12 Quorum

Except as these By-Laws or the Declaration otherwise provide, a quorum at any membership meeting shall consist of owners entitled to cast twenty percent (20%) of the total eligible voting interests of the Association, including those owners present in person and those represented by limited proxy. The acts approved by a majority of the votes present at a membership meeting at which a quorum is present, shall constitute the acts of the membership, except when approval by a greater number of owners is required by the Homeowners Association Act, the Declaration, the Articles of Incorporation, or these Bylaws. Members or their proxies entitled to cast 10% of the total Class "A" votes in the Association and the Class "B" Member, if such Member exists, shall constitute a quorum at all Association meetings. Notwithstanding the above, if HUD or VA has issued project approval for the Community, then the quorum shall be 10% of each class. If no quorum is present at such a meeting, the meeting may be adjourned and reconvened on a later date. ~~At such reconvened meeting, Members or their proxies entitled to cast 10% of the total Class "A" votes in the Association and the Class "B" Member, if such Member exists, shall constitute a quorum.~~

Item No. 12. Article VI, Section 6.6(b) of the Bylaws is hereby amended to read as follow:

Article VI
Miscellaneous

6.6 Amendment

(b) By the Membership. Except as provided above, these By-Laws may be amended only by the affirmative vote ~~or written consent~~ of Members representing at least ~~67%~~ a majority of the total eligible voting interests who participate in the voting, in person or by proxy. ~~Class "A" votes in the Association, present or by proxy at any annual or special meeting of the Members at which a quorum is present and the consent of the Class "B" Member, if such exists.~~ Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. The approval requirements set forth in Article XVI of the Declaration also shall be met, if applicable.

END OF PROPOSED AMENDMENTS