

TRIPLE CREEK HOMEOWNERS ASSOCIATION, INC.

A RESOLUTION OF THE BOARD OF DIRECTORS
TO ENFORCE RESTRICTIONS ON LEASING

Whereas, the Articles of Incorporation and the Declaration of Covenants, Conditions and Restrictions for Triple Creek ("Declaration") provide that the Triple Creek Homeowners Association, Inc., (the "Association") is responsible for the management and operation of the community and for the enforcement of the covenants and restrictions governing the community; and

Whereas, the Articles of Incorporation and the Declaration authorize the Association to adopt reasonable rules and regulations concerning the community; and

Whereas, Article III of the Declaration contains certain restrictions on the leasing of lots within the community; and

Whereas, by reason of certain events which have occurred beyond the control of the current Board of Directors, there have been inconsistencies in application of the restrictions contained within the Declaration as it relates to leasing of lots, resulting in uncertainty by owners as to what standards and conditions are being applied by the Board in connection with the use and occupancy of the of the lots and the requirements clearly set forth within the governing Declarations, as amended from time to time; and

Whereas, the Board of Directors seeks to restate and reaffirm the restrictions contained within the Declaration, which apply to all owners and residents of the community, so as to enable current and future members of the Association and future Boards of Directors to understand, with certainty, what rules, restrictions, covenants, conditions, and standards are hereafter applicable, without regard to circumstances which may have occurred in the past, now beyond the control of the Board of Directors, and by this document, the Board intends to accomplish said purpose;

NOW, THEREFORE, be it resolved by the Board of Directors as follows:

1. The above recitations are incorporated herein and made a part hereof by reference.
2. The Board of Directors is hereby placing all owners on notice of its intention to uniformly and consistently enforce all provisions of the Declaration from the date of this Resolution forward, regardless of any irregularities in enforcement of same which may have occurred previous to this Resolution for whatever reason. Such restrictions specifically include, WITHOUT LIMITATION, the following:
 - A. No owner shall, on their own behalf or through any agent, lease more than one Lot at the same time.
 - B. No lot shall be leased for a period of less than six (6) months nor more than twice in any twelve-month period. No subleasing is permitted.
 - C. 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 dwelling may list availability of the dwelling for a period of less than the required minimum lease term of six (6) months.

- D. No individual rooms may be rented for any purpose. This restriction specifically includes licensing a dwelling or portion of a dwelling for temporary occupancy, regardless of whether or not the owner is residing in the dwelling at the time of the licensed occupancy.
 - E. All lots must be occupied as a single-family residence. A single family shall include any number of persons who are all related by blood, marriage, legal adoption or fostering; or no more than two unrelated persons living and cooking together as a single housekeeping unit.
 - F. Within ten (10) days of a lease being signed for a Lot, the owner shall give written notice to the Board of Directors, which notice shall include the following:
 - A photocopy of the lease or occupancy agreement.
 - The commencement date of the lease or occupancy.
 - The name of all adult person(s) who will be occupying the lot.
 - Any such other information as may be reasonably required by the Board of Directors.
 - G. The lot owner must provide the occupants with a copy of the governing documents and any other disclosures required by the Florida Statutes.
 - H. The owner(s) and tenant(s)/occupant(s) may be required to sign a lease addendum prepared by the Association, which shall contain an agreement by the tenant(s)/occupants to comply with the governing documents.
 - I. The owner shall not be relieved of any liability or responsibility under the terms of the governing documents by virtue of the existence of a lease, lease addendum or any of the foregoing provisions.
 - J. If a previously approved lease is renewed, such renewal shall be reported to the Association in writing at least thirty (30) days before the start of the new term, along with a copy of the new lease agreement / lease terms.
3. All owners, tenants, family members, agents and invitees shall be governed by and shall comply with the terms of this Resolution, the Association's governing documents, and any provision of the Florida Statutes as amended from time to time, and the provisions of all such documents shall be deemed to be incorporated herein. The Association may enforce the provisions of this Resolution by appropriate means, including, without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of legal actions, and the levying of fines and/or suspension for any violations in accordance with the Florida Statutes, as amended from time to time. In any proceeding relating to the enforcement of this Resolution, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees from the non-prevailing party, including costs and fees incurred in pre-suit enforcement efforts, and on appeal.

4. Owners in violation of the leasing restrictions outlined in Paragraph 2(A) above prior to the adoption of this Resolution may, at the sole discretion of the Board of Directors, be permitted to continue leasing their lot(s) through the date of the lease term for any lease agreement that is in effect as of the date of the Association's initial violation letter / initial offer to permit same. However, any such concession by the Board of Directors is conditioned on the subject owner's compliance with the terms set forth in the Association's initial violation letter, which shall include the requirement that the owner(s) timely submit to the Association a copy of all lease agreements in effect at that time. The owner(s)' failure to comply with the requirements set forth in the initial violation letter, to include the failure to timely provide copies of the existing lease agreements, shall void the Association's offer to permit the owner to continue leasing through the end of the lease term. Furthermore, any owner who is permitted to continue leasing through the end of the lease term under this Paragraph who thereafter leases any lot(s) in violation of the governing documents shall be subject to immediate legal action.

Any owner who is in violation of Paragraph 2(A) as of the date of this Resolution who has already been afforded the opportunity to lease their lot through the end of the existing lease term under this paragraph, but failed to timely provide copies of all lease agreements, is subject to immediate legal action.

This Paragraph is intended to serve as a good-faith offer to resolve pending violations without the need for costly and time-consuming litigation. Such shall not be deemed to constitute a waiver of the Association's right to enforce its governing restrictions in any capacity whatsoever.

5. The failure of the Association to enforce this resolution shall not constitute a waiver of their right to do so thereafter.

IN WITNESS WHEREOF, the Board of Directors has adopted this resolution at a duly called, noticed and convened meeting held this 17 day of October, 2024, and shall become effective immediately.

John Andrew Elkinton
 (Signature of Witness #1)
John Andrew Elkinton
 (Printed Name of Witness #1)
Charles Low
 (Signature of Witness #2)
Charles Low
 (Printed Name of Witness #2)

TRIPLE CREEK HOMEOWNERS
 ASSOCIATION, INC.

By: Eric Lewandowski
 (Signature)
Eric Lewandowski, President
 (Printed Name and Title)

STATE OF FLORIDA)
 COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of October, 2024, by Eric Lewandowski, as President of Triple Creek Homeowners Association, Inc., on behalf of the corporation, and is personally known to me or has produced _____ as identification.

Euretha T. Dotson
 NOTARY PUBLIC - State of Florida at Large

My Commission Expires

1/20/2026

