

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA
CIVIL DIVISION

PLANTATION PALMS HOMEOWNER'S
ASSOCIATION, INC., a Florida non-profit
corporation,

Plaintiff,

Case No. 2014-CA-004098-CAAXES

v.

MJS GOLF GROUP, LLC, a Florida limited
liability company, d/b/a PLANTATION
PALMS GOLF CLUB,

Defendant.

AFFIDAVIT OF TIM HODES IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, the undersigned authority, personally appeared Tim Hodes, who being first duly sworn, deposes and says as follows:

1. I am over the age of eighteen (18) and I am the president of Plantation Palms Homeowner's Association, Inc. ("**Association**"). I make the statements herein based on my personal knowledge and my knowledge as President of the Association.

1. The Plantation Palms community is subject to the recorded Declaration of Covenants, Conditions and Restrictions for Plantation Palms ("**Declaration**") recorded on December 27, 2000 at O.R. Book 4507, Page 1095 in the public records of Pasco County, Florida, as amended.

2. A complete copy of the Declaration is attached to the Complaint as Exhibit A._

3. Since April 26, 2011, MJS has been the owner of the golf course in the Plantation Palms community and is identified in and subject to the Declaration as the “Golf Course Owner.”

4. MJS was required but failed to maintain the lakes and easements located within the Golf Course.

5. The Association has been forced to incur the full cost of maintaining the lakes and easements located within the Golf Course, including but not limited to the cost of algae and aquatic weed control, littoral shelf maintenance, and mowing.

6. The Association notified MJS of the amount owed for its share of the costs to maintain the lakes and easements but MJS failed to pay any amount to the Association.

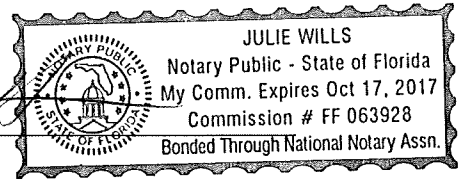
7. According to the attached invoices, the Association has incurred \$48,650.00 to maintain the lakes and easements located within the Golf Course, which includes \$38,250.00 for aquatic weed control, \$7,400.00 for mowing, and \$3,000.00 to repair damage to a storm drain caused by MJS. Of this amount, MJS owes the Association \$29,525.00, plus interest. Attached hereto as **Exhibit 1** is a true and correct copy of the invoice for mowing. Attached hereto as Composite **Exhibit 2** are true and correct copies of the agreements for aquatic weed control. Attached hereto as **Exhibit 3** is a true and correct copy of the Association’s ledger of amounts owed to the Association by MJS to maintain the lakes and easements within the Golf Course.

8. To date, MJS has not paid the Association any amount towards the cost incurred by the Association to maintain the lakes and easements located within the Golf Course.

9. The Association employed the law firm of Bush Ross, PA to pursue this action against the Defendant and is required to pay it a reasonable fee for its services herein.

FURTHER AFFIANT SAYETH NAUGHT.

Tim Hodes
TIM HODES



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 11th day of ~~March~~ ^{April} 2016 by Tim Hodes, as President of the Plantation Palms Homeowner's Association, Inc., who is (check one): personally known to me or who has produced FDL H3208071 as identification and who did/did not take an oath. ³²²⁰

Julie Wills
NOTARY PUBLIC, State of Florida at Large

Print Name: Julie Wills
My Commission Expires: 10-17-17