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**REVITALIZED AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRINITY BAY**

This Revitalized Amended and Restated Declaration of Covenants, Conditions and Restrictions for Trinity Bay is made of this 30<sup>th</sup> day of November 2015 by the Trinity Bay Homeowner's Association, Inc. a Florida non-profit corporation, and owners of the properties more specifically described herein.

**RECITALS**

**WHEREAS**, Lake Burkett, Ltd., a Florida corporation ("Developer"), was the owner of real property located in Seminole County, Florida, described as follows, to wit:

All of that certain property shown on the plat of Trinity Bay, as recorded in Plat Book 30, Page 45, 46, 47, and 48, of the Public Records of Seminole County, Florida.

(hereinafter the "Phase I Property")

**WHEREAS**, Developer desired that all of the above described real property be subject to like restrictions for the mutual benefit and protection of itself and all parties, individual, corporate or otherwise, who may thereafter have purchased or acquired said property or any part thereof or any interest in, or lien upon said property or any part thereof;

**WHEREAS**, the Developer incorporated Trinity Bay Homeowners Association, Inc., a Florida non-profit corporation, which, among other things, is responsible for the operation, maintenance and administration of the community known as Trinity Bay in Seminole County, Florida; and

**WHEREAS**, Trinity Bay Homeowners Association, Inc. is an existing and active Florida non-profit corporation operating pursuant to Chapter 720, Florida Statutes, and other applicable laws; and

**WHEREAS**, Trinity Bay Homeowners Association, Inc., is granted its authority to perform the aforementioned duties pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Trinity Bay, as recorded in Official Records Book 1557, Page 1367, of the Public Records of Seminole County, Florida (the "Original Declaration"); and

**WHEREAS**, the Original Declaration was amended by that certain Amendment To Declaration of Covenants, Conditions and Restrictions for Trinity Bay, as recorded in Official

Records Book 1597, Page 1799 of the Public Records of Seminole County, Florida ("Amendment"); and

**WHEREAS**, the Original Declaration was amended and restated by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Trinity Bay, as recorded in Official Records Book 1667, Page 1434 of the Public Records of Seminole County, Florida ("Restated Declaration"); and

**WHEREAS**, a supplementary declaration entitled Trinity Bay Phase II Supplementary Declaration of Covenants and Restrictions was recorded in Official Records Book 1784, Page 0689 of the Public Records of Seminole County, Florida ("Supplementary Declaration"); and

**WHEREAS**, the Supplementary Declaration acted to encumber additional property located in Seminole County by the Restated Declaration described as follows, to wit:

All of the lands contained within the Plat of Trinity Bay Phase II as recorded in Plat Book 34, Pages 45 & 46 Public Records of Seminole County, Florida.

(hereinafter, the "Phase II Property")

**WHEREAS**, pursuant to Sections 720.403 through 720.406, Florida Statutes, Trinity Bay Homeowners Association, Inc. is desirous of revitalizing the Declaration, as amended by the Amendment, as restated by the Restated Declaration and as supplemented by the Supplementary Declaration, to carry out its functions, duties, responsibilities and obligations to Trinity Bay as prescribed in the Original Declaration, as amended, restated and supplemented; and

**WHEREAS**, Trinity Bay Homeowners Association, Inc. caused this Revitalized Amended and Restated Declaration of Covenants, Conditions and Restrictions for Trinity Bay ("Revitalized Declaration") to be prepared, which (i) governs only those lots governed by the Original Declaration, as amended by the Amendment and restated by the Restatement and those lots governed by the Supplementary Declaration; (ii) does not contain any covenants, conditions and/or restrictions that are more restrictive than the Original Declaration; (iii) was approved in the manner prescribed by Section 720.405(6), Florida Statutes and (iv) contains the legal description of each parcel as well as the name of the parcel owner or the person in whose name the parcel is assessed on the last completed tax assessment roll of the county at the time when this Revitalized Declaration was submitted for approval by the parcel owners. The relevant property's legal descriptions and owner information are attached hereto and incorporated within as **Exhibit "B"**.

**NOW THEREFORE** in consideration of the foregoing, Trinity Bay Homeowners Association, Inc. does hereby declare the above described real property defined as Phase I Property and Phase II Property to be subject to the following restrictions, reservations, covenants and conditions binding upon said Trinity Bay Homeowners Association, Inc. and upon each and every party whether individual, corporate or otherwise, who or which shall have any right, title or interest in said real property or any part thereof, and their respective heirs, personal representatives, successors and assigns, said restrictions, reservations, covenants and conditions being as follows:

**ARTICLE I**  
**DEFINITIONS**

Section 1. "Association" shall mean and refer to Trinity Bay Homeowners Association, Inc., a Florida corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain existing real property described as Phase I Property and Phase II Property, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, as set forth in Article II, hereof.

Section 4. "'Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association shall be conveyed free and clear of any mortgage or other similar encumbrance. The Common Area shall be specified and conveyed by LAKE BURKETT, LTD. to the Association no later than the date on which LAKE BURKETT, LTD. ceases to own any Lots in TRINITY BAY or any additions thereto.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarants" shall mean and refer to LAKE BURKETT, LTD., a Florida limited partnership, DAVID MOSHER, RUDOLPH H. HARTOG and BARBARA HARTOG, NATHAN M. HARGIS and KERI W. HARGIS, CAMETTA B. YORBA, GERALD STARAL, GORDHAM PATEL and VARSHA PATEL, HOWARD H. LEDBETTER and LOURDES de C. LEDBETTER, and their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. The Recitals, and the terms defined in the Recitals, set forth above are hereby incorporated and made a part of this Revitalized Declaration as if more fully set forth herein.

**ARTICLE II**  
**THE PROPERTIES SUBJECT TO THIS RESTATED**  
**DECLARATION ADDITIONS THERETO**

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Revitalized Declaration is located in Seminole County, Florida, and is more particularly described all that property contained within the recorded Plats of Trinity Bay, as recorded in (i) Plat of Trinity Bay as recorded in Plat Book 30, Pages 45, 46, 47 and 48, Public Record of Seminole County, Florida; and (ii) Plat of Trinity Bay Phase II as recorded in Plat Book 34, Pages 45 & 46 Public Records of Seminole County, Florida and set forth in Exhibit "A" attached to this Revitalized Declaration, and made a pat hereof.

Section 2. Additions to Existing Property. Additional land may become subject to this Declaration by either of the following procedures:

(a) **Recordation of Additional Declarations.** Additional land may become subject to this Declaration by execution and recordation of a Supplementary Declaration of Covenants and Restrictions Any subsequent Declarations of Covenants and Restrictions shall interlock all rights of members to the Association to the end that all rights resulting to members of the Homeowner's Association shall be uniform as between all phases of Trinity Bay.

Such Supplementary Declaration of Covenants and Restrictions shall extend the scheme of the covenants and restrictions of this Declaration to such additional property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Revitalized Declaration within the Existing Property.

(b) **Mergers.** Upon a merger or consolidation of the association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the Properties, rights and obligations of another association may, by operation of law, be added to the Properties, rights and obligations of the Association as surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Revitalized Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Revitalized Declaration within the Existing Property except as hereinafter provided.

### **ARTICLE III** **PROPERTY RIGHTS**

**Section 1. Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be

effective unless an instrument agreeing to such dedication of transfer signed by two-thirds of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

#### **ARTICLE IV** **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to assessment shall be member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of LAKE BURKETT, LTD., and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be LAKE BURKETT, LTD., and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(b) on April 1, 1989.

#### **ARTICLE V** **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot or land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1, 1986, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot.

(a) From and after January 1, 1986, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1986, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days no more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast a majority of all votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed to a uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual, or annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as; to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VI ARCHITECTURAL REVIEW BOARD

Upon the recording of this Revitalized Declaration, a committee shall be hereby created and shall be known as the "Architectural Review Board," hereinafter referred to as "ARB." The ARB shall function as follows:

Section 1. Architectural Control. No building, landscaping, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same and a landscape plan shall have been submitted to an approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Architectural Control Board composed as set forth below. In the event said ARB fails to approve or disapprove such design and location within thirty (30) days after said, plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The ARB in its sole discretion may, by written instructions, grant any variation or modification to these covenants, conditions and restrictions and such variation or modification shall be binding on all Owners.

Section 2. Composition. The original composition of the ARB shall consist of three (3) persons, LARRY GODWIN, MELISSA MELOON and ALLAN E. KEEN. The ARB shall maintain this composition until the Association has been activated. Upon the activation of the Association, the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board. Provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint Larry Godwin for LAKE BURKETT, LTD., or his designated representative to such Board for so long as Declarant, owns any Lots in the Properties. The Board of Directors shall also be obligated to appoint at least one (1) homeowner of the Association. The Board of Directors of said Association shall have the authority to amend or alter the number of members of the ARB. A quorum of the ARB shall be two (2) members.

Section 3. Duties. The ARB shall have the following duties and powers:

(1) to promulgate from time to time residential planning criteria for the Properties. However, any said planning criteria shall be set forth in writing and made known

to all owners and to all prospective owners of the Association. Any residential planning criteria promulgated by the ARB shall be subject to final approval by the Association. Said residential planning criteria shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(2) to approve all buildings, fences, walls or other structures which shall be commenced, erected or maintained upon the Properties and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, shape, height, materials, and location of the same, and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography;

(3) to approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc., is not consistent with the planned development of the Properties or contiguous lands thereto;

(4) to require to be submitted to it for approval any samples of building material proposed or any other data or information necessary to reach its decision.

#### **ARTICLE VII** **EXTERIOR MAINTENANCE**

(a) Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide exterior maintenance upon any vacant Lot or any improved Lot, subject, however, to the following provisions. Prior to performing any maintenance on vacant Lot or a home, the Association shall determine that said Lot is in need of repair or maintenance and is detracting from the overall appearance of the Properties. Prior to commencement of any maintenance work on a Lot, the Association must furnish thirty (30) days prior written notice to the owner at the last address listed in the Association's record for said Owner, notifying the owner that unless certain specified repairs or maintenance are made, within said thirty (30) day period, the Association shall make said necessary repairs and charge same to the owner. Upon the failure of the owner to act within said period of time, the Association shall have the right to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs or maintenance as is so specified in the above written notice. In this connection the Association shall have the right to appoint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.



**ARTICLE VIII**  
**RESTRICTIVE COVENANTS**

The Properties shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Declarants and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Properties and shall be binding upon their respective heirs, personal representatives, successors and assigns, as follows:

(1) Land Use. No Lot shall be used except for purposes of constructing a single-family residence thereon and normally related residential purposes. No building shall be erected upon any Lot without prior approval thereof by the ARB as hereinabove set forth.

(2) Dwelling Quantity and Size. Each dwelling shall be located on not less than one Lot of the Properties. Any building shall have a minimum of 1200 square feet of living area.

(3) Building Location.

(a) Front yards shall be not less than 25 feet in depth from the front property line to the front of any building structure.

(b) Rear yards shall not be less than 25 feet in depth measured from the rear property line to the rear of any building structure, exclusive of pool or patio.

(c) Side yards shall be provided on each side of every dwelling structure of not less than 7.5 feet from side Lot lines, except on a corner Lot, where setbacks from all streets or roads shall be a minimum of 25 feet on the front and 15 feet on the side.

(4) Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted on any Lot without the approval of the ARB. The above does not restrict the right of an Owner to install, operate and maintain a water well on the premises for use only for swimming pools and irrigation purposes.

(5) ARB Authority. The ARB shall have the authority as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions regarding such matters as prohibitions against window air-conditioning units, for sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, games and play structures, swimming pools, sight distance at intersections, utility connections and television antennas, driveway construction, and such other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes, or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

(6) Association Authority. The Association shall have the same rights as set forth in paragraph (5), immediately preceding.

(7) Garages. No carports shall be permitted and all garages shall be enclosed and shall be at least adequate to house two (2) standard sized American automobiles. No repairs, alterations or modifications shall be made to any vehicle except in a totally enclosed structure. No garage may be used for a living area in any house or living unit.

(8) Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building shall be placed upon the Properties or additions to the Properties at any time; provided, however, that this prohibition shall not apply to shelters used by a contractor or LAKE BURKETT, LTD., its successors or assigns, during construction and, further, these temporary shelters may not, at any time, be used as residences or permitted to remain on the Properties after completion of construction.

(9) Animals. No animals, fowl or reptiles shall be kept on or in Lots, or on the Properties or additions to the Properties except for caged birds kept as pets and domestic dogs and cats; provided that such dogs and cats shall not be allowed off the premises of Owner's site except on a leash. In no event shall such pets be kept, bred or maintained for any commercial purposes.

(10) Signs. No sign of any kind shall be displayed to the public view on any Lot except one identification sign of not more than one (1) square foot in size or one temporary real estate sign of not more than four (4) square feet in area. No commercial flags, pennants or other such device shall be allowed; provided, however, that this restriction shall not be applicable to LAKE BURKETT, LTD., or its, assigns. All signs shall conform to the regulations pertaining thereto of the county or city.

(11) Offensive Activity. No noxious or offensive activity shall be carried on or upon the Properties or additions to the Properties nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall be no exterior clothes lines. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and, further, all domestic animals shall either be kept on a leash or kept within an enclosed area.

(12) Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required herein, or buried underground.

(13) Water Wells. Prior to the occupancy of a living unit on any Lot, proper and suitable provision shall be made for water furnished by LAKE BURKETT, LTD., or its assigns, or the entity LAKE BURKETT, LTD., selects for the service of providing water to the Properties or to the additions to the Properties. No individual or private potable water wells may be drilled or maintained on any Lot; provided, however, that this restriction shall not deny the right of Owner to drill a well for the purpose of providing the capability to water the lawns and shrubs on the Owner's Lot.

(14) Television and Radio Antennae. No outside dish type television antennae or other aerials or antennae extending higher than thirty (30) feet above the ground shall be permitted on the Property.

(15) Sodding of Lawns. The yards of all Lots shall be completely sodded upon completion of the dwelling.

(16) Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials. All incinerators, containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(17) Fences. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the setback required in this Revitalized Declaration. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded corner, from the intersection of the street property lines extended. The same sight line limitation shall apply on any Lot within ten (10) feet from the intersection of the street property line at the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(18) Trailers, Campers, Etc. No disabled vehicles, campers, camping trailers, trailers or any unsightly or bulky piece of machinery or equipment shall be permitted or allowed to remain in the front or side yard of any Lot.

(19) Drainage and Utility Easements. Easements for the installation and maintenance of drainage and utility facilities have been reserved as shown on the recorded plats of Phase I and Phase II. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water to the drainage canals in the easements. The easement area of each Lot, and all improvements placed therein by a Lot Owner, from time to time, shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company has assumed responsibility.

#### **ARTICLE IX** **AMENDMENT**

Any provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The owners of at least seventy-five percent (75%) of these Lots may change or amend any provision hereof in whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public Records of Seminole County, Florida. A proposed amendment may be instituted by LAKE BURKETT, LTD.,

the ARB, the Association, or by petition signed by fifteen percent (15%) of the then owners of the Lots. A written copy of the proposed amendment shall be furnished to each owner at least ninety (90) days but not more than one hundred twenty (120) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties on any nature whatsoever shall have cull right to rely upon said recitation in such recorded amendment.

#### **ARTICLE X** **FHA/VA APPROVAL**

As long as there is Class B membership, the following action will require the prior written approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area and amendment to the Revitalized Declaration.

#### **ARTICLE XI** **DURATION**

The covenants, restrictions and provisions of this Revitalized Declaration shall run with and bind the land and shall inure to the benefit of the Owners, LAKE BURKETT, LTD., and their respective legal representatives, heirs, successors and assigns until amended, modified or terminated according to the terms of Article IX hereinabove set forth. These covenants, provisions and restrictions may be terminated in the same manner set forth for amendments in Article IX.

#### **ARTICLE XII** **ENFORCEABILITY**

Section 1. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for any Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association or the Owners, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the record of the Association at the time of such mailing.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30<sup>th</sup> day of November 2015.

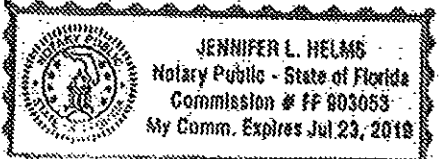
WITNESSES:

TRINITY BAY HOMEOWNERS ASSOCIATION, INC.

Stephanny Claudio  
By: Stephanny Claudio  
Sandra J. PALMIDA  
By: Sandra J. PALMIDA

Thomas L. Langkau  
By: Thomas L. Langkau  
As President of the Trinity Bay Homeowners Association, Inc.

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )



SWORN TO AND SUBSCRIBED before me this 30<sup>th</sup> day of November, 2015, by Thomas L. Langkau, as President of Trinity Bay Homeowners Association, Inc., who is personally known to me or who produced FL DL # L520-833-49-2450 as identification, and who did take an oath.

Jennifer L. Helms  
Notary Public

My Commission Expires: July 23, 2018

WITNESSES:

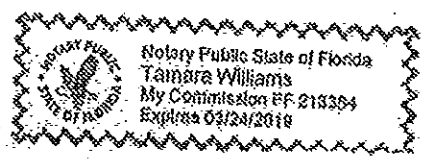
Andrea L. Breckin  
By: Andrea L. Breckin  
Nicole Hashimoto  
By: Nicole Hashimoto

Kenneth M. Landy  
By: Kenneth M. Landy  
As Secretary of the Trinity Bay Homeowners Association, Inc.

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

SWORN TO AND SUBSCRIBED before me this 30<sup>th</sup> day of November, 2015, by Kenneth Michael Landy, as Secretary of Trinity Bay Homeowners Association, Inc., who is personally known to me or who produced L530-513-67-033-0 as identification, and who did take an oath.

Tamara Williams  
Notary Public  
My Commission Expires: 3/24/19



**EXHIBIT "A"**

All of the lands contained within the Plat of Trinity Bay Phase II as recorded in Plat Book 34, Pages 45 and 46, Public Records of Seminole County, Florida.

Replat of Lots 49 thru 53, Lots 55 thru 58, part of Anson Court and Part of North Lake Burkett Lane Plat of Trinity Bay and Section 36-21-30.

**EXHIBIT "B"**

**OWNERS AND LOTS IN TRINITY BAY GOVERNED BY THIS REVITALIZED,  
AMENDED, AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR TRINITY BAY**

(Based upon last completed tax assessment roll of Seminole County, Florida, at the time of the preparation of this Revitalized, Amended, and Restated Declaration of Covenants, Conditions and Restrictions for Trinity Bay)

**Legal Description:**

Lot 1, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Sean and Elana Bowmer

**Legal Description:**

Lot 2, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Addie V. L. McLeod

**Legal Description:**

Lot 3, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Stephen and Kelly Lynch

**Legal Description:**

Lot 4, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Barry D. and Elizabeth H. Mann

**Legal Description:**

Lot 5, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Kenneth M. and Lisa L. Landy

**Legal Description:**

Lot 6, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Timothy E. Conyers

**Legal Description:**

Lot 7, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Phyllis J. Mann

**Legal Description:**

Lot 8, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Donald S. Estell

**Legal Description:**

Lot 9, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Amber M. and Marcin Szuba

**Legal Description:**

Lot 10, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Trong M. and Anh L. Pham

**Legal Description:**

Lot 11, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Joseph M. Keiran and Victoria F. Keiran, Trustees of the Joseph and Victoria Keiran Living Trust, dated November 13, 2007

**Legal Description:**

Lot 12, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Holly L. Camorata

**Legal Description:**



Lot 13, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

John S. Oakes and Lori A. Elliott

**Legal Description:**

Lot 14, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Michael A. Hoffmeier and Faun M. Hoffmeier

**Legal Description:**

Lot 15, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Robert A. Brackett

**Legal Description:**

Lot 16, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

John, Jr. and Renee Stevens

**Legal Description:**

Lot 17, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Howard H. and Lourdes D. Ledbetter

**Legal Description:**

Lot 18, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

David W. and Brenda W. Diggs

**Legal Description:**

Lot 19, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Barbara A. Michelson

**Legal Description:**

That portion of Lot 20, Trinity Bay, recorded in Plat Book 30, Pages 45 through 48, of the Public Records of Seminole County, Florida, described as follows:

Beginning at the Northwest corner of said Lot 20; thence South 89°37'15" East along the North line of said Lot 20 for 106.13 feet to the westerly line of those lands as described in Official Records Book 1637, Pages 614 through 617, Public Records of Seminole County, Florida; thence along the easterly and southerly boundary of said lands the following two courses: South 00°56'46" West for 100.02 feet; thence South 89°40'36" East for 15.82 feet to the East line of aforesaid Lot 2; thence along the easterly, southerly, and westerly boundary of Lot 20 the following courses: South 00°19'24" West for 892.52 feet; thence North 89°58'35" West for 34.04 feet; thence North 00°19'24" East for 831.88 feet; thence North 35°37'40" West along a radial line for 175.00 feet to an intersection with a circular curve concave to the Northwest; thence northeasterly along the arc of said curve having a radius of 50.00 feet and a central angle of 28°57'18" for 25.27 feet to the Point of the Beginning.

**Owner(s):**

Todd M. Husty and Paula V. Husty

**Legal Description:**

Lot 21, TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida, Less and except the following land described in Official Record Book 1637, Pages 614-617 of the Public Records of Seminole County, Florida:

That portion of Lots 20 and 21, TRINITY BAY, as recorded in Plat Book 30, Page 45 of the Public Records of Seminole County, Florida, described as follows:

Beginning at the Northeast corner of said Lot 21, thence South 00°19'24" West along the East line of said Lot 21 and 20 for 201.0 feet, thence North 89°40'36" West for 15.82 feet to the Southerly extension of a line previously established by a property survey; thence North 00°56'46" East along said line for 24.08 feet to a 4" x 4" concrete monument established by said property survey; thence continue North 00°56'46" East for 154.55 feet to a "T" iron also established by said property survey; thence continue North 00°56'46" East for 45.99 feet to the Northerly line of aforesaid Lot 21; thence South 29°13'22" East along said Northerly line for 27.13 feet to the Point of Beginning.

**Owner(s):**

John W. Reed, Jr.

**Legal Description:**

Lot 22, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Scott E. and Deborah M. McMichael

**Legal Description:**

Lot 23, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Gordhanbhai J. and Varsha Patel

**Legal Description:**

Lot 24, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

John E. and Barbara A. Aylmer

**Legal Description:**

Lot 25, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Susan L. Stacey

**Legal Description:**

Lot 26, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Christina D. Redman

**Legal Description:**

Lot 27, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Theodore E. Anderson

**Legal Description:**

Lot 28, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

JPMorgan Chase Bank

**Legal Description:**

Lot 29, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Michael and Rhonda Matlack

Legal Description:

Lot 30, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

Owner(s):

Michelle D. Morgan and Judy Dakai

Legal Description:

Lot 31, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

Owner(s):

Annette Foster

Legal Description:

Lot 32, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

Owner(s):

Todd A. and Brindle M. Palmar

Legal Description:

Lot 33, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

Owner(s):

Michael I. and Carrie L. Lopatka

Legal Description:

Lot 34, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

Owner(s):

Bryan E. Wilk and Lisa C. Wilk

Legal Description:

Lot 35, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

Owner(s):

Patricia Duffy

Legal Description:

Lot 36, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

Owner(s):

Katie S. and David A. Maze

**Legal Description:**

Lot 37, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Michael Hager and Melissa Walls

**Legal Description:**

Lot 38, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Jessica L. Dunbar

**Legal Description:**

Lot 39, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

David M. Maze and Savannah P. Strickland

**Legal Description:**

Lot 40, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Trent W. and Siau Ling

**Legal Description:**

Lot 41, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Zhen Q. Zhang and Hong Yao

**Legal Description:**

Lot 42, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Jason Bell

**Legal Description:**

Lot 43, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Raymond E. Baker

**Legal Description:**

Lot 44, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Gregory and Jessica Au

**Legal Description:**

Lot 45, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Wayne Koppel

**Legal Description:**

Lot 46, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Chiu-Jo Lo c/o Alice Ying

**Legal Description:**

Lot 47, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Laurence A. Mills and Dawn E. Dore

**Legal Description:**

Lot 48, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Diane C. Kennedy

**Legal Description:**

Lot 54, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Christine Owens

**Legal Description:**

Lot 59, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Paul Vriesenga

**Legal Description:**

Lot 60, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Kim L. Glassco

**Legal Description:**

Lot 61, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

Hugo B. Hall and Cynthia M. Hall

**Legal Description:**

Lot 62, of TRINITY BAY, according to the Plat thereof, as recorded in Plat Book 30, at Pages 45 through 48 of the Public Records of Seminole County, Florida.

**Owner(s):**

David A. Ellwood

**Legal Description:**

Lot 1, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Catherine R. Beard

**Legal Description:**

Lot 2, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Carroll and Aeryn Howard

**Legal Description:**

Lot 3, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

David G. and Amy B. Weston

**Legal Description:**

Lot 3, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

David G. Weston and Amy B. Weston

**Legal Description:**

Lot 4, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Ramiro and Cynthia Montez

**Legal Description:**

Lot 5, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Holly M. La Ferrera

**Legal Description:**

Lot 6, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

TPH II Real Estate Holdings, LLC

**Legal Description:**

Lot 7, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Sheila Kingsley

**Legal Description:**

Lot 8, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Ke Liu and Spring F. Jackson

**Legal Description:**

Lot 9, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Delbert H. and Caroline Matlack

**Legal Description:**



Lot 10, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Mimi Sonnie

**Legal Description:**

Lot 11, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Patricia A. Walker

**Legal Description:**

Lot 12, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Sherry E. Kragler Trustee FBO Sherry E. Kragler

**Legal Description:**

Lot 13, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Delbert P. Jackson III and Spring Jackson

**Legal Description:**

Lot 14, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Lonnie, Jr. and Magnolia P. Harris

**Legal Description:**

Lot 15, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Robert Westover

**Legal Description:**

Lot 16, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Mitchell and Laura Burden

**Legal Description:**

Lot 17, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Jose A. and Pauline V. Chavez

**Legal Description:**

Lot 18, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

David Huffman and Patricia S. Tulloch

**Legal Description:**

Lot 19, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Kenneth A. and Sandra J. Lehtonen

**Legal Description:**

Lot 20, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Meredith C. Maher

**Legal Description:**

Lot 21, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Annette M. G. Russell

**Legal Description:**

Lot 22, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Mark Yenser and Suzanne Welch

**Legal Description:**

Lot 23, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Evelia V. Caballero

**Legal Description:**

Lot 24, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Thomas Langkau and Lani M. Harris

**Legal Description:**

Lot 25, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Deanna L. Lawson

**Legal Description:**

Lot 26, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

George Cruz and Erich Mendez

**Legal Description:**

Lot 27, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Ramon and Brandi Cepeda

**Legal Description:**

Lot 28, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

George Cruz and Erich Mendez

**Legal Description:**

Lot 29, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Geoffrey H. and Ivy C. Hill

**Legal Description:**

Lot 30, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Stephen R. and Michele Bello

**Legal Description:**

Lot 31, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Jack and Darlene M. Amin

**Legal Description:**

Lot 32, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Sarah Steiner, Larry and Katherine Judge

**Legal Description:**

Lot 33, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Bobby T. and Gail W. Corlin

**Legal Description:**

Lot 34, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Paul T. and E. Jean Bass

**Legal Description:**

Lot 35, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

James Austin McGrath and Stefania Mary McGrath, as Co-Trustees, and their Successors as Trustees of the James Austin McGrath and Stefania Mary McGrath Joint Revocable Trust

**Legal Description:**

Lot 36, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Walter R. Young, Jr. and Kimberly A. Young

**Legal Description:**

Lot 37, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Gregory J. Cortez and Denise M. Cortez

**Legal Description:**

Lot 38, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Kim and Linh D. Le

**Legal Description:**

Lot 39, of TRINITY BAY, PHASE II, according to the Plat thereof, as recorded in Plat Book 34, Pages 45 to 46, of the Public Records of Seminole County, Florida.

**Owner(s):**

Kimngoc V. Le and Lynn B. Voz

**COMMON AREA LOTS OWNED BY  
TRINITY BAY HOMEOWNERS ASSOCIATION, INC.**

**Legal Description:**

Tracts A, B and D as set forth in the Plat of Trinity Bay in Plat Book 30, Page 45 of the Public Records of Seminole County, Florida.

Tracts A, B and C, Trinity Bay Phase II, according to the plat thereof, recorded in Plat Book 34, Page(s) 45 of the Public Records of Seminole County, Florida.

4846-5641-5787, v. 1

404023

ARTICLES OF INCORPORATION

OF

TRINITY BAY HOMEOWNERS ASSOCIATION, INC.  
(A corporation not for profit)

In compliance with the requirements of Chapter 617 (Part 1) of the Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is TRINITY BAY HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II

The principal office of the Association is located at 114 East New England Avenue, Suite 1, Winter Park, Florida 32789.

ARTICLE III

Larry Godwin, whose address is 114 East New England Avenue, Suite 1, Winter Park, Florida 32789, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots and Common Area within that certain tract of property described as:

All of that certain property shown on the plat of TRINITY BAY, as recorded in Plat Book 10, Page 45, Public Records of Seminole County, Florida,

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as

may hereafter be brought within the jurisdiction of this Association. In furtherance of these purposes, the Association shall have the power to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the public records of Seminole County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such

conditions as may be agreed to by the members. No such  
dedication or transfer shall be effective unless an in-  
strument has been signed by two-thirds (2/3) of each  
class of members agreeing to such dedication, sale or  
transfer;

(f) participate in mergers and consolidations  
with other nonprofit corporations organized for the  
same purposes or annex additional residential property  
and Common Area, provided that any such merger, conse-  
lidation or annexation shall have the assent of two-  
thirds (2/3) of each class of members;

(g) have and to exercise any and all powers,  
rights and privileges which a corporation organized un-  
der the Non-Profit Corporation Law of the State of  
Florida by law may now or hereafter have or exercise,

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or un-  
divided fee interest in any lot which is subject by covenants of  
record to assessment by the Association, including contract sel-  
lers, shall be a member of the Association. The foregoing is not  
intended to include persons or entities who hold an interest  
merely as security for the performance of an obligation. Member-  
ship shall be appurtenant to and may not be separated from owner-  
ship of any lot which is subject to assessment by the Associ-  
ation.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:  
Class A. Class A members shall be all Owners,  
with the exception of the Declarant, and shall be enti-  
tled to one vote for each lot owned. When more than



one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earliest:

- (a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or
- (b) On April 1, 1989.

#### ARTICLE VII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors composed of three (3), five (5), seven (7), or nine (9) directors, as may be designated from time to time by a vote of the members. Directors need not be members of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name:</u>	<u>Address:</u>
Allan E. Keen	114 East New England Avenue Suite 1 Winter Park, Florida 32789
Larry Godwin	114 East New England Avenue Suite 1 Winter Park, Florida 32789
Helissa Melcon	114 East New England Avenue Suite 1 Winter Park, Florida 32789

At the first annual meeting the members shall elect one-third (1/3) of the directors for a term of one (1) year, one-

third (1/3) of the directors for a term of two (2) years and one-third (1/3) of the directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect one-third (1/3) of the directors for a term of three (3) years.

#### ARTICLE VIII

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE IX

##### DURATION

The corporation shall exist perpetually.

#### ARTICLE X

##### AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

#### ARTICLE XI

##### FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of

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Common Area, dedication of Common Area, dissolution and abandonment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, so, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 25th day of May, 1984.

Allan E. Keen  
ALLAN E. KEEN

Larry Godwin  
LARRY GODWIN

STATE OF FLORIDA )  
                          ) S.S.,  
COUNTY OF ORANGE )

BEFORE ME, the undersigned authority, personally appeared ALLAN E. KEEN and LARRY GODWIN, known to be to be the individuals described in and who executed the foregoing Articles of Incorporation, and they acknowledged that they subscribed the said instrument for the uses and purposes set forth therein.

WITNESS my hand and official seal in the County and State last aforesaid, this 25th day of May, 1984.

Richard W. Blair  
NOTARY PUBLIC

My Commission Expires:  
Notary Public State of Florida At Large  
By Commission Expires Feb. 13, 1987

**DESIGNATION AND  
ACCEPTANCE OF REGISTERED AGENT**

Having been named as Registered Agent for the above stated Association, the undersigned hereby agrees to act in this capacity, and the undersigned further agrees to comply with the provisions of all statutes relative to the proper and complete performance of the undersigned's duties.

Larry Godwin  
LARRY GODWIN

Dated: May 25, 1984

S&H/18.21  
5.23.84

BY-LAWS  
OF  
TRINITY BAY HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is TRINITY BAY HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 114 East New England Avenue, Suite 1, Winter Park, Florida 32789, but meetings of members and directors may be held at such places within the State of Florida, in Seminole County or Orange County, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to TRINITY BAY HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Lake Burkett, Ltd., a Florida limited partnership, its successors and assigns

if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the public records of Seminole County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of eight o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

28 Stake

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

#### ARTICLE IV

##### BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors composed of three (3), five (5), seven (7), or nine (9) directors, as may be designated from time to time by a vote of the Members.

Section 2. Term of Office. At the first annual meeting the Members shall elect one-third (1/3) of the directors for a term of one year, one-third (1/3) of the directors for a term of two years and one-third (1/3) of the directors for a term of three years; and at each annual meeting thereafter the Members shall elect one-third (1/3) of the directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.



(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

(d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President: The vice-president shall act in stead the place and of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

#### ARTICLE IX

##### COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X

##### BOOKS AND RECORDS

The books, record and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation

and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: TRINITY BAY HOMEOWNERS ASSOCIATION, INC., FLORIDA CORPORATION NOT FOR PROFIT.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration

*Quorum (2) majority of Quorum  
votes = 22*

shall have the right to veto amendments while there is Class B membership.

Section 2: In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of TRINITY BAY HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 25<sup>th</sup> day of May, 1984.

  
ALLAN E. KEEN

  
LARRY EDWIN

  
MELISSA HELOON

S&H/18.21  
5.23.84

Rick Scott  
GOVERNOR



Jesse Panuccio  
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-15-185

November 9, 2015

Patrick J. Burton, Esq.  
801 N. Orange Avenue, Suite 500  
Orlando, Florida 32801

**Re: Trinity Bay Homeowner's Association, Inc.  
Revitalization of Covenants Under Chapter 720, Florida Statutes**

Dear Mr. Burton:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the Trinity Bay Homeowner's Association, Inc. and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

Julie A. Dennis, Interim Director  
Division of Community Development

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax  
[www.floridajobs.org](http://www.floridajobs.org) | [www.floridadeo.com](http://www.floridadeo.com) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

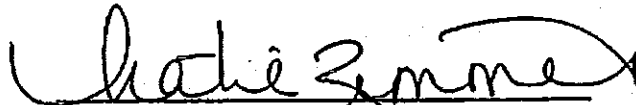
AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.



**NOTICE OF FILING AND SERVICE**

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 9<sup>th</sup> day of November 2015.



Agency Clerk  
Department of Economic Opportunity  
107 East Madison Street, MSC 110  
Tallahassee, FL 32399-4128

**By Certified U. S. Mail:**

Patrick J. Burton, Esq.  
801 N. Orange Avenue, Suite 500  
Orlando, Florida 32801

**By Interoffice delivery:**

Rozell McKay, Government Analyst I, Division of Community Planning