

FILED

1995 OCT 14 AM 9 32

ARTICLES OF INCORPORATION
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OF

GULF TRACE HOMEOWNERS ASSOCIATION, INC.
(A Florida corporation not for profit)

The undersigned, by these Articles, hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I - NAME

The name of the corporation shall be: GULF TRACE HOMEOWNERS ASSOCIATION, INC., hereinafter sometimes referred to as the "Association."

ARTICLE II - DEFINITIONS

All words, phrases, names and terms used in these Articles of Incorporation, the Bylaws, and the Declaration of the Association shall have the same meaning and be used and defined the same as they are in the Declaration of Covenants, Conditions and Restrictions of GULF TRACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE III - PURPOSE

2.1 The purpose for which the Association is organized is to provide for the maintenance, preservation and architectural control of resident Lots and the Common Areas within that certain tract of property described as:

See Exhibit "A" attached hereto and any addition thereto of the property described in Exhibit "A-1" attached hereto (~~collectively referred to as the "Lands"~~),

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 for the purpose 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" and applicable to the property, or any portion thereof, and recorded or to be recorded in the Public Records of Pasco County, Florida, as the same may be amended from time to time as therein provided;

(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; to borrow money, and with the consent of two-thirds (2/3) of each class of membership, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(c) Hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation and the Declaration;

(d) Promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized;

(e) Delegate power or powers where such is deemed in the interest of the Association;

(f) Purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida;

(g) Dedicate, sell 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, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer has been signed by members entitled to cast not less than two-thirds (2/3) of the votes of each Class of members of the Association;

(h) Charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association;

(i) Pay taxes and other charges, if any, on or against property owned or accepted by the Association;

(j) Have and exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Laws of the State of Florida by law may now or hereafter have or exercise;

~~(k) 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 or consolidation shall have the assent of two-thirds (2/3) of the votes of each Class of members of the Association;~~

Notwithstanding anything contained above to the contrary, no part of the net earnings of the Association shall inure to the benefit of any member and no distributions of income shall be made to its members, directors or officers.

ARTICLE IV - MEMBERSHIP

Every person or entity who is a record owner of a Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. Classes of membership may be established pursuant to the Declaration of Covenants, Conditions and Restrictions recorded for the Land. Any owner of more than one Lot shall be entitled to one (1) membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Change of membership in the Association for an Owner shall be established by recording in the Public Records of Pasco County, Florida, a deed or other instrument establishing record title to a Lot in the Development and by delivery of a recorded copy of the same to the Association. The Owner designated by such deed thus becomes a member of the Association and the membership of the prior Owner is terminated.

ARTICLE V - VOTING

The Association shall have two (2) classes of members:

(a) Class A. Class A members shall be all Owners, except the Developer, of Lots and shall be entitled to one (1) vote for each such Lot so owned.

(b) Class B. The Class B member shall be the Developer and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when one of the following events occurs:

(1) when the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in the Class B membership; provided, however, that if at any time the Developer does not annex additional Lands as provided in Article XI of this Declaration so as to maintain Class B membership in existence, then Class B membership shall not cease but shall continue until terminated in subparagraph (2) below; or

(2) on December 31, 1995.

ARTICLE VI - BOARD OF DIRECTORS OR DIRECTORS

5.1 The affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the Bylaws, which shall initially be three (3) and never less than three (3) Directors. Directors need not be members of the Association.

5.2 Directors shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided for in the Bylaws.

5.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Names</u>	<u>Addresses</u>
Paul Jenkins	3415 Player Drive New Port Richey, FL 33553
Linda Robbian	3415 Player Drive New Port Richey, FL 33553
Lynn Munzenrieder	3415 Player Drive New Port Richey, FL 33553

ARTICLE VII - OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Paul Jenkins 3415 Player Drive New Port Richey, FL 33553
Vice President	Linda Robbian 3415 Player Drive New Port Richey, FL 33553

Secretary/Treasurer

Lynn Munzenrieder
3415 Player Drive
New Port Richey, FL 33553

ARTICLE VIII - REGISTERED AGENT AND OFFICE

The street address of the initial registered office of the Association shall be 1253 Park Street. The initial registered agent for the Association at the above address shall be Michael L. Robertson.

ARTICLE IX - INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE X - BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XI - AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

10.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

10.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided:

(a) Such approvals must be by not less than seventy-five per cent (75%) of the votes of the entire membership of the Association;

10.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without the Developer's approval as long as the Developer owns a Lot in the Development.

10.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Pasco County, Florida.

ARTICLE XII - TERM

The term of the Association shall be perpetual.

ARTICLE XIII - SUBSCRIBERS

The name and address of the subscriber of these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
Michael L. Robertson	1253 Park Street Clearwater, FL 33516

ARTICLE XIV - DISSOLUTION

The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3) of each class of members of the Association. 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 the Association was created. In the event that 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, but in no event shall such assets inure to the benefit of any member or other private individual.

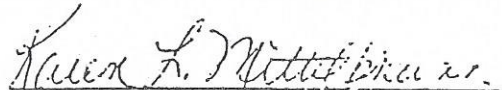
These Amended and Restated Articles of Incorporation have been duly approved by the undersigned as and constituting all of the subscribers and directors of said corporation in a meeting duly held and assembled.

Dated this 11th day of October, 1985.


MICHAEL L. ROBERTSON

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared MICHAEL L. ROBERTSON, who, after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 11th day of October, 1985.


Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 20, 1989
Sealed This Day From Notarization Inc.

PARCEL 1 known as "Windridge", lying in Section 25, Township 26 South, Range 15 East and Section 30, Township 26 South, Range 16 East, Pasco County, Florida and being further described as follows:

Commence at the North 1/4 corner of Section 30 and run S89°19'53"W, 12.53 feet; thence S01°22'26"W, 216.20 feet to the point of beginning; thence run S01°22'26"W, 100.07 feet; thence S89°13'16"W, 1306.55 feet; thence N78°25'46"W, 153.79 feet; thence by a curve to the left having a radius of 275.00 feet, a central angle of 85°30'00", a chord bearing S58°49'14"W, 373.34 feet, an arc distance of 410.37 feet; thence S16°04'14"W, 608.82 feet; thence by curve to the right having a radius of 365.00 feet, a central angle of 73°11'41", a chord bearing S52°40'04"W, 435.22 feet, an arc distance of 466.28 feet; thence S89°15'55"W, 315.99 feet; thence N89°19'06"W, 528.87 feet; thence N00°40'54"E, 141.20 feet; thence N30°00'00"E, 400.00 feet; thence N75°00'00"E, 160.00 feet; thence N30°00'00"E, 420.00 feet; thence N60°00'00"E, 220.00 feet; thence N30°00'00"E, 154.06 feet; thence N89°19'53"E, 999.09 feet; thence S01°22'26"W, 38.63 feet; thence N89°13'16"E, 1306.53 feet, to the point of beginning containing 28.314 acres, more or less.

PARCEL 2 known as "Edgewood" of Gulf Trace, being a replat of Tampa-Tarpon Springs Land Company Subdivision, Plat Book 1, Pages 68-70, a subdivision of a portion of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, being further described as follows:

Commence at the North 1/4 corner of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, and run S89°19'53"W, 12.53 feet; thence S01°22'26"W, 316.27 feet; thence S89°13'16"W, 1306.55 feet to the point of beginning; thence S01°22'59"W, 999.37 feet; thence S89°15'55"W, along the Northerly boundary of Aloha Gardens, Unit One, as recorded in Plat Book 9, Page 116, Public Records of Pasco County, Florida, a distance of 960.61 feet; thence by a non-tangent curve to the left having a radius of 365.00 feet, - central angle of 73°11'41", a chord bearing N52°40'04"E, 435.22 feet, an arc distance of 466.28 feet; thence N16°04'14"E, 608.82 feet; thence by a curve to the right having a radius of 275.00 feet, a central angle of 85°30'00", a chord bearing N58°49'14"E, 373.34 feet, an arc distance of 410.37 feet, thence S78°25'46"E, 153.79 feet to the point of beginning containing 13.208 acres, more or less.

FILED
1935 OCT 16 AM 9:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

A PORTION OF THE FOLLOWING TRACTS: TRACTS 21, 22, 23 LESS THAT PORTION LYING WITHIN 180 FEET OF THE NORTH LINE OF SECTION 30 AND TRACT 24 TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 69 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TRACTS 1, 2, 3, 5, 6, 7, 17, 18, 19 LESS THAT PORTION LYING WITHIN 180 FEET OF THE NORTH LINE OF SECTION 25 AND TRACTS 4, 8, 20 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 26 SOUTH, RANGE 15 EAST OF THE TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 69 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. THE ABOVE BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA; THENCE S89°19'53"W, 12.53 FEET; THENCE S01°22'26"W, 316.27 FEET TO A CONCRETE MONUMENT; THENCE S89°13'16"W, 1306.55 FEET TO THE POINT OF BEGINNING; THENCE S01°22'59"W, 999.37 FEET TO A POINT IN THE NORTHERN BOUNDARY OF ALOHA GARDENS UNIT ONE AS RECORDED IN PLAT BOOK 9, PAGES 115 AND 116 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE WITH THE SAID NORTHERN BOUNDARY OF ALOHA GARDENS UNIT ONE S89°15'55"W, 1276.61 FEET TO THE WEST LINE OF SAID SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST A CORNER OF ALOHA GARDENS UNIT ONE AND ALOHA GARDENS UNIT TWO AS RECORDED IN PLAT BOOK 9, PAGE 130 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE WITH THE SAID NORTHERLY BOUNDARY LINE OF ALOHA GARDENS UNIT TWO N89°19'06"W, 1324.12 FEET TO A POINT BEING THE NORTHWEST CORNER OF SAID ALOHA GARDENS UNIT TWO; THENCE N89°32'23"W, 1324.45 FEET TO A CONCRETE MONUMENT; THENCE N89°23'26"W, 2647.58 FEET TO A CONCRETE MONUMENT IN THE WEST LINE OF SECTION 25, TOWNSHIP 26 SOUTH, RANGE 15 EAST, THENCE WITH THE WEST LINE OF SAID SECTION 25, N00°49'36"E, 325.00 FEET; THENCE THROUGH THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, AND IN PART THROUGH TRACT 19 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION ON THE FOLLOWING COURSES AND DISTANCE DUE EAST 180 FEET, N45°00'00"E, 250.00 FEET, S60°00'00"E, 320.00 FEET, DUE SOUTH 250 FEET, N73°00'00"E, 740.00 FEET, N30°00'00"E, 800 FEET, N30°00'00"W, 130.49 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF A FLORIDA POWER CORPORATION SAID POINT LYING 180 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 25; THENCE WITH THE SOUTH LINE OF FLORIDA POWER CORPORATION AND 180 FEET PARALLEL TO THE NORTH LINE OF SAID SECTION 25, S89°31'20"E, 979.05 FEET, S89°32'14"E, 570.00 FEET; THENCE THROUGH TRACTS 6, 5, 8, 3, 4, 2, 1 OF SAID SECTION 25, TOWNSHIP 26 SOUTH, RANGE 15 EAST AND THROUGH TRACT 23 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST, S60°00'00"E, 360.00 FEET, DUE SOUTH 560 FEET S60°00'00"E, 330.00 FEET, N30°00'00"E, 310.00 FEET, S75°00'00"E, 390.00 FEET, S30°00'00"E, 220.00 FEET, S75°00'00"E, 310.00 FEET, N30°00'00"E, 400 FEET, N75°00'00"E, 160.00 FEET, N30°00'00"E, 420 FEET, N60°00'00"E, 220.00 FEET, N30°00'00"E, 154.06 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF FLORIDA POWER CORPORATION AND LYING 180 FEET PARALLEL TO THE NORTH LINE OF SAID SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE WITH THE SOUTH LINE OF FLORIDA POWER CORPORATION AND 180 FEET PARALLEL TO THE NORTH LINE OF SAID SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST, N89°19'53"E, 999.09 FEET; THENCE S01°22'59"W, 38.63 FEET; THENCE N89°13'16"E, 1306.53 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY 19; THENCE ALONG SAID RIGHT OF WAY S01°22'26"W, 100.07 FEET; THENCE S89°13'16"W, 1306.55 FEET TO THE POINT OF BEGINNING.
CONTAINING 4,894,920.002 SQ. FT. OR 112.3719 ACRES OF LAND.

FILED
16 11 9 30

A PORTION OF THE FOLLOWING TRACTS 45, 46, 47, 48, 57, 58, 59, 60 OF THE TAMPA AND TARPON SPRINGS LAND COMPANY'S SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1 AT PAGE 69 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 AND A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 15 EAST, PASCO COUNTY, FLORIDA, BEING MORE FULL DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF BEACON SQUARE UNIT 12 AS RECORDED IN PLAT BOOK 9 AT PAGE 70 AMONG THE LAND RECORDS OF PASCO COUNTY, FLORIDA AS A POINT OF BEGINNING; THENCE N00°14'58"E, 220.00 FEET; THENCE S89°30'53"E, 350.00 FEET; THENCE DUE SOUTH 100 FEET; THENCE S44°34'10"W, 854.46 FEET; THENCE S75°00'00"W, 450.00 FEET; THENCE DUE SOUTH 150 FEET; THENCE S45°00'00"E, 270.00 FEET; THENCE DUE EAST 250 FEET; THENCE DUE SOUTH 146.50 FEET TO THE SOUTH LINE OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 15 EAST; THENCE WITH THE SOUTH LINE OF SAID SECTION 24, N89°32'14"W, 862.96 FEET; THENCE N89°31'20"W, 1740.00 FEET; THENCE DUE NORTH 280 FEET; THENCE DUE EAST 250 FEET; THENCE DUE NORTH 250 FEET; THENCE N80°00'00"E, 840.00 FEET; THENCE DUE NORTH 180 FEET; THENCE N60°00'00"E, 462.42 FEET TO A POINT IN THE SOUTH LINE OF BEACON SQUARE UNIT 13-A, AS RECORDED IN PLAT BOOK 9 AT PAGE 103, PASCO COUNTY, FLORIDA; THENCE WITH SAID SOUTH LINE OF BEACON SQUARE UNIT 13-A, S89°29'56"E, 266.48 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID BEACON SQUARE UNIT 13-A AND THE SOUTHWEST CORNER OF BEACON SQUARE UNIT 12; THENCE WITH THE SAID SOUTH LINE OF BEACON SQUARE UNIT 12, S89°29'56"E, 1102.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,230,377.495 SQ. FT. OR 51.2023 ACRES OF LAND.

FILED
1505 OCT 16 AM
SECTION 26
TALMADGE

LESS THE FOLLOWING DESCRIBED PARCELS 1 and 2:

PARCEL 1 known as "Windridge", lying in Section 25, Township 26 South, Range 15 East and Section 30, Township 26 South, Range 16 East, Pasco County, Florida and being further described as follows:

Commence at the North 1/4 corner of Section 30 and run S89°19'53"W, 12.53 feet; thence S01°22'26"W, 216.20 feet to the point of beginning; thence run S01°22'26"W, 100.07 feet; thence S89°13'16"W, 1306.55 feet; thence N78°25'46"W, 153.79 feet; thence by a curve to the left having a radius of 275.00 feet, a central angle of 85°30'00", a chord bearing S58°49'14"W, 373.34 feet, an arc distance of 410.37 feet; thence S16°04'14"W, 608.82 feet; thence by curve to the right having a radius of 365.00 feet, a central angle of 73°11'41", a chord bearing S52°40'04"W, 435.22 feet, an arc distance of 466.28 feet; thence S89°15'55"W, 315.99 feet; thence N89°19'06"W, 528.87 feet; thence N00°40'54"E, 141.20 feet; thence N30°00'00"E, 400.00 feet; thence N75°00'00"E, 160.00 feet; thence N30°00'00"E, 420.00 feet; thence N60°00'00"E, 220.00 feet; thence N30°00'00"E, 154.06 feet; thence N89°19'53"E, 999.09 feet; thence S01°22'26"W, 38.63 feet; thence N89°13'16"E, 1306.53 feet, to the point of beginning containing 28.314 acres, more or less.

PARCEL 2 known as "Edgewood" of Gulf Trace, being a replat of Tampa-Tarpon Springs Land Company Subdivision, Plat Book 1, Pages 68-70, a subdivision of a portion of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, being further described as follows:

Commence at the North 1/4 corner of Section 30, Township 26 South, Range 16 East, Pasco County, Florida, and run $S89^{\circ}19'53''W$, 12.53 feet; thence $S01^{\circ}22'26''W$, 316.27 feet; thence $S89^{\circ}13'16''W$, 1306.55 feet to the point of beginning; thence $S01^{\circ}22'59''W$, 999.37 feet; thence $S89^{\circ}15'55''W$, along the Northerly boundary of Aloha Gardens, Unit One, as recorded in Plat Book 9, Page 116, Public Records of Pasco County, Florida, a distance of 960.61 feet; thence by a non-tangent curve to the left having a radius of 365.00 feet, - central angle of $73^{\circ}11'41''$, a chord bearing $N52^{\circ}40'04''E$, 435.22 feet, an arc distance of 466.28 feet; thence $N16^{\circ}04'14''E$, 608.82 feet; thence by a curve to the right having a radius of 275.00 feet, a central angle of $85^{\circ}30'00''$, a chord bearing $N58^{\circ}49'14''E$, 373.34 feet, an arc distance of 410.37 feet, thence $S78^{\circ}25'46''E$, 153.79 feet to the point of beginning containing 13.208 acres, more or less.

AFFIDAVIT OF DELIVERY TO MEMBERS

STATE OF FLORIDA
COUNTY OF PASCO

Before me the undersigned authority, personally appeared MARYANN MYSZKOWIAK being first sworn, deposes and says:

1. Affiant is the current Secretary of Gulf Trace Homeowners Association, Inc., and has personal knowledge of the facts and circumstances set forth in this affidavit.

2. On 10/29/14, 2014, the Board of Directors for Gulf Trace Homeowners Association, Inc., caused a proper Notice of Meeting of the Board of Directors taking place on 11/18/14, 2014 at 10:00 at Holiday Rec center together with the Statement of Marketable Title Action, substantially conforming to that set forth in Florida Statutes §712.06, to be delivered to all of the members of Gulf Trace Homeowner Association, Inc., by hand delivery/ mail on 10/29, 2014.

FURTHER AFFIANT SAYETH NAUGHT

GULF TRACE
HOMEOWNERS ASSOCIATION, INC.

By:

MARYANN MYSZKOWIAK As Secretary
Registered Agent

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 29 day of October, 2014, by MARYANN MYSZKOWIAK as Secretary of GULF TRACE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and did take an oath.

My Commission expires:

Robert O. Snee
Notary Public

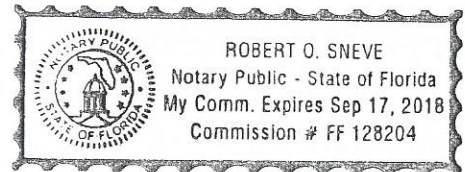


EXHIBIT "B"



2015000751
Rpt: 1651666 Rec: 197.00
DS: 0.00 IT: 0.00
01/06/2015 C. F., Dpty Clerk

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BLVD., SUITE A
DUNEDIN, FLORIDA 34698

Rd

PAULA S O'NEIL, Ph.D PASCO CLERK & COMPTROLLER
01/06/2015 09:48am 1 of 23
OR BK 9131 PG 1561

**NOTICE OF PRESERVATION OF THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GULF TRACE**

23/1

Pursuant to Florida Statutes §712.05, Gulf Trace Homeowners Association, Inc., whose post office address is c/o Coastal HOA Management Services, Inc., P.O. Box 1407, Port Richey, FL 34673, files this notice, that the Declaration of Covenants, Conditions and Restrictions for Gulf Trace originally recorded in O.R. Book 1489, Page 88 et seq., and Amendment to Declaration of Covenants, Conditions and Restrictions for Gulf Trace recorded at O.R. 1628, Page 1046 et seq., and Amendment for Purposes of Annexation to the Declaration of Covenants, Conditions and Restrictions for Gulf Trace recorded at O.R. Book 1628, Page 1048 et seq., and Amendment for Purposes of Annexation to the Declaration of Covenants, Conditions and Restrictions for Gulf Trace recorded at O.R. Book 1733, Page 759 et seq., and Amendment to Declaration of Covenants, Restrictions and Conditions for Gulf Trace recorded at O.R. Book 3350, Page 1057 et seq., and Amendment to Declaration of Covenants, Conditions and Restrictions for Gulf Trace recorded at O.R. Book 3362, Page 367 et seq., and Declaration of Restrictions for Certain Lots in Gulf Trace recorded at O.R. Book 3534, Page 1399, and Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for Gulf Trace recorded at O.R. Book 9019, Page 2839 et seq., and Agreement Regarding Rear Lot Line Setback recorded at O.R. Book 3476, Page 1524 et seq., and Assignment recorded at O.R. Book 3647, Page 900 et seq., and Agreement recorded at O.R. Book 4953, Page 35 et seq., all of the public records of Pasco County, Florida, have been preserved for thirty (30) years from the filing date of this notice. The Certificate of Authenticity as to the Articles of Incorporation and By-Laws of Gulf Trace Homeowners Association, Inc., and any amendments to same, is attached hereto as Exhibit "A" and incorporated herein by this reference.

Approval of the preservation of the Declaration of Covenants, Conditions and Restrictions for Gulf Trace was approved on Nov. 18, 2014, 2014 by a vote of at least 2/3 of the members of the Board of Directors of Gulf Trace Homeowners Association, Inc., conducted at a meeting after notice to the members of the Association pursuant to Florida Statutes §712.05.

An Affidavit of Delivery to Members was made by the Secretary or other appropriate officer of Gulf Trace Homeowners Association, Inc., pursuant to Florida Statute §712.06(b) and is attached hereto and made a part hereof as Exhibit "B".

The Land affected by this notice is as described in the Plats recorded in Plat Book 24, Pages 36 through 37 (Windridge at Gulf Trace), Plat Book 24, Pages 41 through 42 and replatted in Plat Book 24, Pages 140 through 142 (Edgewood of Gulf Trace), Plat Book 27, Pages 1 through 9 (Glenwood of Gulf Trace), and Plat Book 25, Pages 78 through 84 (Amblewood of Gulf Trace), all of the Public Records in and for Pasco County, Florida.

WITNESSES:

GULF TRACE
HOMEOWNERS ASSOCIATION, INC.

Evelyn E. Danksi
Witness Signature
EVELYN E. DANKSI
Printed Name

By: *Charles B. Tucker*
Charles B. TUCKER, as President


[Signature]
Witness Signature
MARY ANN MYSZKOWIAK
Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 18 day of November, 2014 by Charles B. Tuden, as President of GULF TRACE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and did take an oath.

My Commission expires:

[Signature]
Notary Public

 MARY ANN MYSZKOWIAK
MY COMMISSION # FF 070334
EXPIRES: November 13, 2017
Bonded Thru Budget Notary Services

CERTIFICATE OF AUTHENTICITY
AS TO THE
ARTICLES OF INCORPORATION AND BY-LAWS
OF
GULF TRACE HOMEOWNERS ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that the attached Exhibit "A" constitutes a true and correct copy of the Articles of Incorporation of Gulf Trace Homeowners Association, Inc. and the attached Exhibit "B" constitutes a true and correct copy of the By-Laws of Gulf Trace Homeowners Association, Inc.

GULF TRACE HOMEOWNERS ASSOCIATION, INC. is the Homeowners Association organized for the purpose of administering a development known as Gulf Trace in Pasco County, Florida, in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Gulf Trace, recorded in O.R. Book 1489, Page 88 et seq. of the Public Records of Pasco County, Florida.

IN WITNESS WHEREOF, Charles Tuidor, as President, and PATRICIA M. MURPHY, ^{as} ~~Secretary~~ ^{VICE PRESIDENT} of GULF TRACE HOMEOWNERS ASSOCIATION, INC. have executed this Certificate in accordance with the authority vested in them as President and Secretary of the corporation, for and on behalf of the corporation, on this 18 day of November, 2014.

Two Witnesses as to
President:

GULF TRACE
HOMEOWNERS ASSOCIATION, Inc.

Evelyn E. Danesi
Witness Signature
EVGLYN E. DANESI
Witness Printed Name

By:

Charles B. Tuidor
Charles B. TUIDOR, President
Printed Name

Mary Ann Myszkowski
Witness Signature
MARY ANN MYSZKOWSKI
Witness Printed Name

Attest:

Patricia M. Murphy
PATRICIA M. MURPHY, Secretary
Printed Name VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, the undersigned authority, personally appeared Charles Tuidor and PATRICIA M. MURPHY, to me known to be the President and Secretary, respectively, of GULF TRACE HOMEOWNERS ASSOCIATION, INC., and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 18 day of November, 2014.

My Commission Expires:

Notary Public, State of Florida

Exhibit "A"



MARY ANN MYSZKOWSKI
MY COMMISSION # FF 070334
EXPIRES: November 13, 2017
Bonded Thru Budget Notary Services

BYLAWS

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

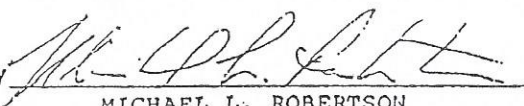
FILED
SEP 30 1939
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That Gulf Trace Homeowners Association, Inc.
desiring to organize under the laws of the State of Florida
with its principal office, as indicated in the articles of incorporation at City of New Port Richey, County of Pasco, State of Florida has named Michael L. Robertson located at 1253 Park Street (street address and number of building, Post Office Box address not acceptable) City of Clearwater, County of Pinellas, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By 
MICHAEL L. ROBERTSON
(REGISTERED AGENT)

BYLAWS
OF
GULF TRACE HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit
under the Laws of the State of Florida

ARTICLE I - IDENTITY

Section 1. These are the Bylaws of GULF TRACE HOMEOWNERS ASSOCIATION, INC., called Association by these Bylaws, a corporation not for profit under the Laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on October 14, 1985.

Section 2. The office of the Association shall be at 3415
Player Drive, New Port Richey, Florida 33553.

Section 3. The Association shall operate upon the calendar year beginning on the first day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to a fiscal year basis whenever deemed expedient and for the best interests of the Association.

Section 4. The seal of the Association shall bear the name of the Association, the word "Florida," and the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

ARTICLE II - DEFINITIONS

Section 1. All words, phrases, names and terms used in these Bylaws, the Declaration and the Articles of Incorporation of the Association shall have the same meaning and be used and defined the same as they are in the Declaration of Covenants, Conditions and Restrictions of GULF TRACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE III - THE ASSOCIATION

Section 1. Members. The members of the Association shall be those individuals or entities as so defined in the Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation, and shall be any legal entity capable of ownership of real property under the Laws of Florida.

Section 2. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held one (1) year from the date of incorporation of the Association. Thereafter the annual meetings of the

Association shall be held on the same day of the month of each succeeding year. If the day so designated falls on a legal holiday, then the meeting shall be held on the first secular day thereafter. At the annual meeting the members may transact such business of the Association as may properly come before them. The time of all meetings shall be set by the directors and the directors, by majority vote, may change the date of the annual meeting.

Section 4. Special Meetings. Special meetings of the members may be called by the President and shall be called by the President or Secretary at the request in writing of the Board of Directors or at the request in writing of members who are entitled to vote one-fourth (1/4) of all of the votes of Class A membership. Such requests shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership books of the Association, and if no such address appears, at his last known place of address, at least fifteen (15) days for an annual meeting and five (5) days for a special meeting, prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. The notice shall specify the day, place and hour of the meeting and, if a special meeting, the purpose.

Section 6. Minutes. Minutes of all meetings shall be kept in businesslike manner and available for inspection by Lot owners and Board members at all reasonable times.

Section 7. Quorum. The presence in person or by proxy at the meeting of members entitled to cast thirty-three and one-third per cent (33 1/3%) of all votes, regardless of class of membership, shall constitute a quorum for any action required by the membership, except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions or these Bylaws.

Section 8. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not later than ten (10) days from the time the original meeting was called, and hold the meeting adjourned, without additional notice, provided that a quorum can be obtained for such meeting.

Section 9. Voting. Except as otherwise provided in the Declaration of Covenants, Conditions and Restrictions or Articles of Incorporation, all motions, resolutions and actions of the Association shall be passed by a majority of the votes cast in person or by proxy, without regard to classes of membership.

Section 10. Proxies. A member may appoint any other member, any owner of any Lot, the Developer, or the manager as a proxy. Any proxy must be filed with the secretary before the appointed time of each meeting.

Section 11. Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.

- c. Reading of the minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of officers (if election is to be held).
- g. Unfinished business.
- h. New business.

ARTICLE IV - ADMINISTRATION

Section 1.

a. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The number of directors which shall constitute the Board shall be not less than three (3) nor more than nine (9). The number of directors may be increased or decreased within the above limits by affirmative vote of a majority of the membership. All directors, except for the initial directors named in the Articles of Incorporation, shall either be members of the Association, persons owning a Lot evidenced by recorded instrument or designees of the Developer. The Directors shall be elected at the annual meeting of the owners. The initial Directors shall serve until their resignation or relinquishment of control of the Association by the Developer pursuant to Article V of the Articles of Incorporation. No director, other than the Developer or its representatives, shall serve for more than two (2) consecutive three (3) year terms. After the Developer has relinquished control, there shall be nine (9) Directors elected, three (3) for a one (1) year term, three (3) for a term of two (2) years and three (3) for a term of three (3) years, and at each annual meeting thereafter the members shall elect three (3) Directors for a term of three (3) years.

b. Removal. Directors, except for the Developer's representatives, may be removed for cause by an affirmative vote of a majority of the owners. The vacancy so created shall be filled by the members of the Association. No Director, other than the initial Directors named in the Articles of Incorporation, or their duly elected replacements, shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

c. Vacancies. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be appointed by the remaining Directors.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Declaration, the Articles of Incorporation of the Association, or these Bylaws directed to be exercised and done by the members or officers. The powers and duties of the Board shall include, but not be limited to, the following:

a. All powers and duties of the Association as set forth in the Articles of Incorporation of the Association, except as limited as above provided.

b. To prepare and adopt an annual operating budget,

which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units, and including a reasonable reserve for repairs, upkeep and replacement of the common area and for contingencies.

c. To prepare a detailed report of the acts, accounts, and statements of income and expense for the previous year, and present same at the annual meeting of members.

d. To determine who shall act as legal counsel for the Association whenever necessary.

e. To determine the depository for the funds of the Association.

f. To acquire the necessary personnel needed for the maintenance, care, and upkeep of the Common Parcels and Access Ways, and set the salaries of said personnel.

g. Assess and collect all assessments pursuant to the Declaration.

h. Establishment of reserves or making assessments for betterments to the development property.

i. Within sixty (60) days following the end of the fiscal year or calendar year of the Association, the Board of Directors shall mail or furnish by personal delivery to each owner of a Lot a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to the following:

- (1) Cost for security;
- (2) Professional and management fees and expenses;
- (3) Taxes;
- (4) Cost for recreation facilities;
- (5) Expenses for refuse collection and utility services;
- (6) Expenses for lawn care;
- (7) Cost for building maintenance and repair;
- (8) Insurance costs;
- (9) Administrative and salary expenses; and
- (10) General reserves, maintenance reserves and depreciation reserves.

The report, upon written request, shall be sent to holders, insurers or guarantors of any first mortgage on a Unit-Lot and, if required, the report shall be in the form of an audited financial statement.

j. The Board shall make available for inspection, during reasonable business hours or circumstances, to Unit-Lot Owners and holders, insurers or guarantors of first mortgages current copies

of the Declaration of Covenants, Conditions and Restrictions, the Bylaws and other rules concerning the operation of the Association, and the books, records and financial statements of the Association.

Section 3.

a. Nomination of Directors. 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.

b. Election of Directors. 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.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties, services and powers as the Board shall authorize, including, but not limited to, the duties, services and powers listed in Section 2 of this paragraph. Prior to entering into a management agreement, said agreement must be approved by the officers of VA and FHA.

Section 5. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 6. Organization Meeting. The first meeting of the Board of Directors shall be held within ten days after the annual members' meeting, at such place as shall be fixed by the Board and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing all of the Board of Directors shall be present.

Section 7. Regular Meetings. Regular meetings of the directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President and Secretary, in like manner and on like notice, on the written request of at

least two directors.

Section 9. Notice of Meetings to Lot Owners. Meetings of the Board of Directors shall be open to all Lot owners and notices of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners, except in an emergency.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Minutes. Minutes of all meetings of the Board of Directors and of the Lot owners shall be kept in businesslike manner and available for inspection by unit owners and Board members at all reasonable times.

Section 12. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

Section 14. Designation of Officer. The principal officers of the Association shall be President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary.

Section 15. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 16. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 17. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of the Association.

Section 18. Vice President. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the Board

of Directors.

Section 19. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary.

Section 20. Treasurer. The treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE V - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

As more fully provided in the Declaration of Covenants, Conditions and Restrictions, each Owner is obligated to pay to the Association annual and special assessments which are secured by a continuing lien against the Lot against which is made, which lien is in favor of the Association and shall come into effect upon recordation of the Declaration of Covenants, Conditions and Restrictions. Said lien shall secure not only unpaid, delinquent assessments, but also reasonable attorney's fees and other costs of collecting assessments and interest at the highest lawful rate. Said lien shall date back to the date of recording of the Declaration of Covenants, Conditions and Restrictions and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that said lien shall be subordinate and inferior to that of any institutional first mortgage lender.

ARTICLE VI - ANNUAL BUDGET

Pursuant to Article IV, Section 2, paragraph b of these By-laws, the Board of Directors shall have the power and duty of preparing and adopting an annual operating budget for the Association. Each Lot owner shall be given written notice of the time and place at which the meeting at which the budget will be considered shall be held, and such meeting shall be open to the Lot owners. If a budget is adopted by the Board of Directors which requires assessment against the Lot owners in any fiscal or calendar year exceeding one hundred fifteen per cent (115%) of such assessments for the preceding year, upon written application of ten per cent (10%) of the Lot owners, a special meeting of the Lot owners shall be held upon not less than ten (10) days' written notice to each Lot owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting Lot owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than two-thirds (2/3) of each Class of members of the Association. In determining whether assessments exceed one hundred fifteen per cent (115%) of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the property or in respect of anticipated expenses by the Association which were not anticipated to be incurred on a regular or annual basis. There shall also be excluded from such computation assessments for betterments to the property. An example of this procedure is if a previous year's assessments for a Lot were

\$12.00 per month, then the assessment may increase to \$13.80 per month by Board of Directors action alone.

The proposed annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

ARTICLE VII - AMENDMENT OF BYLAWS

The Bylaws of the Association may be modified, amended or revoked, unless specifically prohibited elsewhere herein, at any regular or special meeting of the members of the Association by not less than seventy-five per cent of the votes of the entire membership of the Association, provided that not less than fourteen (14) days' notice of said meeting has been given to the members of the Association, which notice contained a full statement of the proposed modification, change or revocation.

The foregoing were adopted as the Bylaws of GULF TRACE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the Laws of the State of Florida, at the first meeting of the Board of Directors on October 17, 1985.

GULF TRACE HOMEOWNERS
ASSOCIATION, INC.

By *James J. Mungen*
Secretary



2014058841

Rcpt: 1595946 Rec: 2220.00
DS: 0.00 IT: 0.00
04/14/14 L. Serio, Dpty Clerk



**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GULF TRACE**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on February 11, 2014, by an instrument executed by the then Owners who represent sixty-seven percent (67%) of the votes of Unit-Lots, whose consents are attached hereto as Exhibit "B", the Declaration of Covenants, Conditions and Restrictions for Gulf Trace, as originally recorded in O.R. Book 1489, Page 88 et seq. of the Public Records of Pasco County, Florida, as amended, be, and the same is hereby amended as follows:

The Declaration of Covenants, Conditions and Restrictions for Gulf Trace, is amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants, Conditions and Restrictions for Gulf Trace."

IN WITNESS WHEREOF, GULF TRACE HOMEOWNERS ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 3 day of MARCH, 2014.

GULF TRACE HOMEOWNERS
ASSOCIATION, INC.

(Corporate Seal)

By: Charles B. Tvider, President

ATTEST:

Anthony Toscano, Secretary

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
04/14/14 04:45pm 1 of 261
OR BK 9019 PG 2839

STATE OF FLORIDA
COUNTY OF PASCO

On this 3 day of MARCH, 2014, personally appeared before me Charles Tvider, President, and Anthony Toscano, Secretary, of Gulf Trace Homeowners Association, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.



COLLEEN LOUGHRAN
MY COMMISSION # EE 218319
EXPIRES: July 22, 2016
Bonded Thru Budget Notary Services

Colleen Loughran
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

SCHEDULE OF AMENDMENTS
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GULF TRACE

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

1. ARTICLE VII - ASSESSMENTS, Section 7.02 – Creation of Lien, of the Declaration, shall be amended to read as follows:

Section 7.02 – Creation of Lien. In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each Lot. The Developer, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (3) special assessments for emergencies as needed for purposes other than as a capital improvement, and (4) specific assessments against any particular Lot which were established pursuant to the terms of this Declaration. All such assessments, together with interest, applicable administrative late fees, costs and reasonable attorneys' fees, shall constitute a lien upon the Lot against which each such assessment is levied and shall run with the land and shall be governed by Chapter 720, Florida Statutes, as same may be amended from time to time, ~~and shall take priority from the date the notice of lien for delinquent assessments is filed in the Public Records of Pasco County, which notice shall state the description of the Lot, the Owner's name, the amount due and the date due.~~ The lien shall be prior to and superior in dignity to the creation of any homestead status, and every Owner of a Lot hereby consents to the imposition of such lien prior to any homestead status until paid in full.

AND

ARTICLE VII – ASSESSMENTS, Section 7.08 – Subordination of the Lien to Mortgages, of the Declaration, shall be amended to read as follows:

Section 7.08 – Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien, but only to the extent provided in Florida Statute Section 720.3085, as same may be amended from time to time. The sale or transfer of any Lot shall not affect the assessment lien. Any Institutional Mortgagee which obtains title to a Lot as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee, but only to the extent provided in Florida Statute

Section 720.3085, as same may be amended from time to time. Such unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners, including the acquiring mortgagee, its successor or assign. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Unit from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

2. ARTICLE IX – REMEDIES, shall be amended by adding an entirely new Section 9.02, titled Legal Fees and Costs, to read as follows:

Section 9.02 – Legal Fees and Costs. The Association shall be entitled to its reasonable attorney’s fees and costs incurred (whether or not arbitration or litigation is actually filed) for consultations, violation letters, telephone calls and any and all other reasonable legal service, as a result of an Owner’s, or an Owner’s lessee’s, guest’s, or invitee’s noncompliance with the Declaration, Articles of Incorporation, Bylaws, Regulations, or Chapter 720, Florida Statutes, as same may be amended from time to time. After reasonable notice to the Owner, of not less than fourteen (14) days, of an opportunity for a hearing regarding the imposition of the legal fees against the Owner, the Association may, through an act of the Board of Directors, determine that such legal fees and costs shall be a specific assessment against the Lot and shall be due on such date as may be established by the Board of Directors. The Association shall have all rights of collection in relation to such specific assessment for fees and costs, including, but not limited to lien and foreclosure as elsewhere outlined in the Declaration in relation to the collection of assessments.

3. ARTICLE XI – MISCELLANEOUS, Section 11.06 – Amendment, shall be amended to read as follows:

Section 11.06 – Amendment. Subject to the provisions of Section 11.03 (b) hereof, the covenants, conditions and restrictions of this Declaration may be amended by the affirmative vote of the Owners representing at least sixty-seven percent (67%) of the total voting interests at a duly noticed meeting of the members at which a quorum is present ~~an instrument executed by the then Owners who represent sixty-seven per cent (67%) of the votes of Unit Lots and fifty one per cent (51%) of the holders of first mortgagees on Unit Lots and shall be placed of record in the Office of the Clerk of the Circuit Court where the property is located.~~