

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HUNTINGTON TRACE HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on November 7, 1989, as shown by the records of this office.

The document number of this corporation is N35142.

UNOFFICIAL COPY

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of October, 2015



CR2E022 (1-11)

Ken DeFoner

Ken DeFoner
Secretary of State

Exhibit "1"

ARTICLES OF INCORPORATION
OF

FILED

HUNTINGTON TRACE HOMEOWNERS ASSOCIATION, INC.

(A Florida corporation not for profit)

The undersigned, by these Articles, hereby associate 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: HUNTINGTON TRACE HOMEOWNERS ASSOCIATION, INC., hereinafter sometimes referred to as the "Association."

ARTICLE II - 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 (hereinafter 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, as amended, of Huntington Trace and Huntington Trace Phase II, hereinafter called the "Declaration" and applicable to the property, or any portion thereof, and recorded or to be recorded in the Public Records of Pinellas 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 III - 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. The owner of each Lot shall be entitled to one (1) vote as a member of the Association. 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 Pinellas 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 IV - 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 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>
Mick Graddy	1607 Huntington Lane Safety Harbor, Florida 34695
Robert W. Work	2221 Windsong Court Safety Harbor, Florida 34695
Ronald E. Mesarick	2301 Oxford Court Safety Harbor, Florida 34695

ARTICLE V - 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	Mick Graddy	1607 Huntington Lane Safety Harbor, Florida 34695
Vice President	Robert W. Work	2221 Windsong Court Safety Harbor, Florida 34695
Secretary	Ronald E. Mesarick	2301 Oxford Court Safety Harbor, Florida 34695
Treasurer	Robert W. Work	2221 Windsong Court Safety Harbor, Florida 34695

ARTICLE VI - REGISTERED AGENT AND OFFICE

The street address of the initial registered office of the Association shall be c/o Richards, Gilkey, Fite, Slaughter, Prater & Ward, P.A., 1253 Park Street, Clearwater, Florida, 34615. The initial registered agent for the Association at the above address shall be Mark E. Timmes.

ARTICLE VII - 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.

~~Karl F. DeBlasi~~ 86115164

D.R. 6235 PAGE 1865

CLERK OF THE DISTRICT COURT
PINELLAS COUNTY, FLORIDA

~~86112727~~

~~D.R. 6233 PAGE 1873~~

MAY 27 5 12 PM '86

01 Cash 11 Pkg
40 Rec 41.60
41 DS
43 Int
Tot 41.60

HUNTINGTON TRACE

15 15795086 40 1. 28MA86
49.00
TOTAL 49.00 CHK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 23rd day of May, 1986, by COMMUNITY CONCEPT GROUP, a Florida General Partnership, (hereinafter referred to as "Declarant"), joined by DAVID MAYES HOMES, INC., a Florida Corporation;

WITNESSETH: 3 5 TOTAL 4.00 1.00 CHK

WHEREAS, Declarant and DAVID MAYES HOMES, INC., a Florida Corporation, the owners of certain real property located in Pinellas County, Florida, which is more particularly described in the legal description attached hereto and made a part hereof as Exhibit "A";

NOW, THEREFORE, Declarant and DAVID MAYES HOMES, INC., a Florida Corporation, hereby declare that all of the properties described on Exhibit "A" hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Albert H. Ross
2222 Windsong Court
Safety Harbor, FL
34895

11 Cash 5
40 Rec 4.00
48 Pkg 4.00
Total 4.00

ARTICLE I
DEFINITIONS

24 24675917 70 1. 23MA86
49 41.00
TOTAL 41.00 CHK

Section 1 "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 subject to the effect and operation of this Declaration and any Supplemental Declaration hereto, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2 "Lot" shall mean and refer to any of the recorded subdivision plots of land described on Exhibit "A" hereto, and such additions thereto as may be subsequently made subject to the effect and operation of this Declaration by the filing of a Supplementary Declaration as more particularly hereinafter provided.

Section 3 "Declarant" shall mean and refer to COMMUNITY CONCEPT GROUP, and its successors and assigns to whom the special rights, reservations, easements, interest, exemptions, privileges and power of the Declarant are specifically assigned or transferred in writing.

PREPARED BY: CHARLES F. BARBER, ESQ.
RETURN TO: P. O. BOX 265
CLEARWATER, FL. 33517

RE-RECORDED TO CORRECT LEGAL DESCRIPTION SHOWN ON ORIGINAL EXHIBIT "A".

49.60
43
Tot 49.60

Karl F. DeBlasi
CLERK OF THE DISTRICT COURT
PINELLAS COUNTY, FLORIDA
MAY 26 5 30 PM '86

deleted + attached 7/19

Section 4 The "Association" shall mean and refer to the non-profit Corporation, HUNTINGTON GROUP MASTER ASSOCIATION, INC., whose membership shall consist of all of the lot owners in the single family subdivision known as HUNTINGTON TRACE, and more specifically described on the attached Exhibit "A". The primary purpose of such Association being to hold title to the common grounds for the benefit of all of the members of the Association and to provide for maintenance, control and security within the said subdivision. The Declarant is developing contiguous and adjacent real property and the individual owner of these parcels shall also be members of the Association.

ARTICLE II

USE RESTRICTIONS.

In addition to all other covenants contained herein, the use of each lot is subject to the following:

Section 1 The Lots shall be used for residential purposes exclusively, and no building shall be erected, placed or permitted to remain on any such Lot other than one used as a single family dwelling having a minimum size of 2700 square feet of living area under roof and exclusive of garages, patios, lanais, breeze or walkways, and any other areas not normally heated or cooled by central heat and airconditioning. Nothing contained in this Article or elsewhere in this Declaration shall be construed to prohibit the Declarant or its assigns from the use of any Lot or dwelling, or improvement thereon, for promotional or display purposes, or as "Model Homes", a sales office, or the like.

Section 2 No part of any Lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such nonresidential purposes, except that sales and display uses by Declarant shall be permitted in accordance with the provisions of Section 1. of this Article II. No house erected on any of the Lots shall be used for the purpose of boarding.

Section 3 No sign or billboard of any kind shall be displayed to the public view on any portion of any Lot, except one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the property for sale or rent, or except signs used by Declarant to advertise the properties during the construction and sales period, or except as approved by the Architectural Committee.

Section 4 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment by each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5 No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6 No animals, birds, insects, livestock or poultry of anykind shall be raised, bred, or kept on any Lot except cats, dogs, and other household pets which are kept for domestic purposes only and are not kept, bred, or maintained for any commercial purpose. No more than two (2) dogs and two (2) cats may be kept on any Lot except when such dogs or cats in excess of such numbers are less than three (3) months of age.

Section 7 All rubbish, trash and garbage shall be regularly removed from the Lots, and shall not be allowed to accumulate thereon. All woodpiles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No burning of any trash shall be permitted on any Lot. Nothing herein shall be deemed to apply to the storage on any Lot by Declarant of building materials during and for use in the construction of the improvements on the Lots.

Section 8. Easements over the Lots for the installation and maintenance of electric, telephone, cable television, water, gas, drainage and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, together with the right to grant and transfer the same. Said easements being more particularly described on the plat of HUNTINGTON TRACE Subdivision as recorded in Plat Book 94, Pages 1 and 2, of the Public Records of Pinellas County, Florida.

Section 9. For a period of two years from substantial completion, the Declarant reserves a blanket easement and right on, over, and under the Lots to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right, expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners unless in the opinion of the Declarant an emergency exists which precludes such notice. Declarant shall not disturb any permanent structure pursuant to this section.

Section 10. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise.

Section 11. No fence, or similar enclosure, may be built on any Lot except with the written permission of the Architectural Control Committee as hereinafter defined in Article III. The procedure for obtaining such approval shall be the same as the procedure outlined in the said Article III. for the approval of any plans for construction of any dwelling upon any of the Lots of this subdivision; provided, however, that in no event shall there be any chain link fences permitted nor shall there be any fence or enclosure permitted in front of the front setback line.

Section 12. All lots and yards shall be maintained in a neat and attractive manner so as not to detract from the appearance of the development.

Section 13 No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored on any Lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional non-recurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed seventy-two (72) hours in any period of thirty (30) days.

Section 14. No clothing, or any other household fabrics, shall be hung in the open on any Lot and no outside clothes drying or airing facilities shall be permitted.

Section 15 Television and radio antennas, whether roof type or ground mounted, shall not be permitted on the exterior of any house or Lot.

Section 16 None of the foregoing Restrictions shall be applicable to the activities of Declarant, its employees, agents, or assigns in their development, marketing and sale of Lots and their construction activities thereon.

ARTICLE III.

ARCHITECTURAL CONTROL

Section 1 No building, fence, wall, pool, drive, garage, outbuilding or other structure or improvement shall be commenced, erected, placed or suffered to remain upon any Lot, nor shall any exterior addition to or change (including, without limitation, any change in color) or other alteration therein be made, nor shall any excavation or grading be commenced until the full and final plans and specifications therefore, showing the nature, kind, estimated cost, shape, height, materials, color, location and all other information reasonably required, shall have been submitted to the Architectural Control Committee (the "Committee") and approved in writing by the Committee or its duly authorized representative as to quality of workmanship and materials and harmony of design, color and location with the planning and design concept for the entire project. The Committee is composed of WILLIAM H. PLANK and such other members as he shall designate so that the Committee shall be not less than two (2) nor more than five (5). In the event of the death or resignation of WILLIAM H. PLANK, his successor shall be designated by Declarant. Any decision of this Committee must have the approval of WILLIAM H. PLANK or his successor, which shall not be unreasonably withheld. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Section. At any time following sale of all the Lots by the Declarant, the then-record owners of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. In the event the Committee or its duly authorized representative fails to render written approval or disapproval of any such improvements within fifteen (15) days after such plans and specifications and all other material required by the Committee have been submitted to it, and receipt of the same has been acknowledged by the Committee in writing, then approval will not be required and this Section 1. of Article III. of this Declaration shall be deemed to have been fully complied with.

Section 2 Construction or alterations in accordance with plans and specifications approved by the Committee or its duly authorized representative pursuant to the provisions of Section 1. of this Article III. shall be commenced within one (1) year following the date upon which the same are approved by the Committee or its duly authorized representative (whether by affirmative action or by forbearance from action, as in Section 1. of this Article III. provided), and shall be substantially completed within twelve (12) months following the date of commencement. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications shall be conclusively deemed to have lapsed and compliance with the provisions of Section 1. of this Article III. shall again be required. There shall be no material deviations from plans and specifications approved by the Committee or its duly authorized representative without the prior consent in writing of the Committee or its duly authorized representative.

Section 3. Upon the completion of the construction or alteration of any building, fence, wall or other improvement or structure in accordance with plans and specifications approved by the Committee or its duly authorized representative under the provisions of this Article, the Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall or other improvement or structure referenced in such certificate has been approved by the Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

Section 4. Enforcement. In the event that any construction or alteration of any building, fence, wall, or other improvement or structure should be commenced without the approval of the Architectural Committee or should be constructed so as not to conform with the approval of the Committee, then the Architectural Committee shall be entitled to apply to any court of competent jurisdiction in the State of Florida for an injunction or other restraining order to prevent further construction of such structure, and if necessary, to obtain a mandatory injunction to remove that portion of the structure that is not in compliance with the Architectural Committee's approval.

ARTICLE IV

ASSOCIATION

Section 1. The Declarant and DAVID MAYES HOMES, INC., a Florida Corp and all persons who are or shall become the Owners of the Lots in the HUNTINGTON TRACE, whose interests are evidenced by the recordation of proper instruments among the Public Records of Pinellas County, Florida, shall automatically be members of the Association. The Association is a corporation not-for-profit formed under the Laws of the State of Florida and named HUNTINGTON GROUP MASTER ASSOCIATION, INC.. Membership in the Association shall automatically terminate when such persons divest themselves of their respective interest in any said Lots. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from membership of any Lot which is subject to assessment by the Association.

Section 2. Voting. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the members of the Association shall be that number as set forth in the Articles of Incorporation and Bylaws of the Association as the same may be amended from time to time.

Section 3. Board of Directors of the Association. Lot owners of HUNTINGTON TRACE shall elect by their majority vote one member of the Board of Directors of the Association. The Association shall be covered by a five (5) member board, the other four members to be elected by the other adjacent and contiguous subdivisions and developments being developed by Declarant.

Section 4. Declarant. Insofar as the Articles of Incorporation and Bylaws of the Association refer to votes of the membership of the Association and/or corporation, the Declarant shall be entitled to one (1) vote for each Lot to which it holds title.

Section 5. Declarant Limitation. The Declarant shall certify to the Association the date of closing of the sale of the last Lot in the subdivision to an owner. Thereafter, the Declarant shall cause all Directors of the Association who were elected or appointed by the Declarant to resign and shall cause all members of the Architectural Review Board, who were elected or appointed by Declarant to resign; provided, however, any member of Declarant group or its successors or assigns who own a Lot in the subdivision may remain as such Director or member of the Architectural Review Board.

← 5 BOD MEMBERS

O.R. 6235 P.A.C. 1970

Section 6 Powers. The Association, acting through its Board of Directors, shall have the full power to enforce all of the terms and conditions and provisions of these covenants and restrictions which shall include but not be limited to the power to assess and collect the assessments referred to in ARTICLE V., Assessments, and to adopt Bylaws to carry out the purposes of the Association so long as the same shall not be in conflict with these covenants and restrictions, the Laws of the State of Florida, and the Articles of Incorporation of the Association.

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ARTICLE V.
ASSESSMENTS

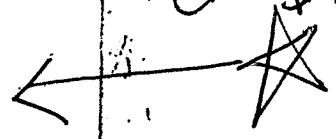
Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of one or more Lots by acceptance of a deed therefore, whether or not it shall be so expressly stated in such deed or deeds, unconditionally covenants and agrees to pay to the Association:

a. Annual assessments or charges.

b. Special assessments for capital improvements, whether payable monthly, quarterly or annually; each of the aforementioned assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property, against which such assessment is made. Each assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person or entity who was the owner of record of the property described in the assessment on the date when the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to the successors in title of the record owner on the date when the assessment became due and payable unless expressly assumed by the record owners transferee.

c. In addition to the foregoing, the seller of any Lot shall collect from the purchaser the sum of One Hundred Dollars (\$100.00) which shall be deposited in a "reserve account" maintained by the Association for the benefit of the owners.

CAP FEE
\$100



Section 2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to members of the Association who own property and/or reside in the subdivision.

a. Promote the recreation, health, safety and welfare of the members of the Association who own property and/or reside in the subdivision.

b. Provide for the improvement and maintenance of the easement areas.

c. Pay for the cost of the annual master lawn and garden maintenance contract.

d. Pay for the cost of the enforcement of the restrictions, limitations, conditions and agreements stated forth herein.

e. Pay for the cost of the maintenance, operation, repair and replacement of the master water sprinkler system and light system.

f. Pay for the monthly electrical, television and water charges or any other charges resulting from services provided by the Declarant or the Association.

The Board of Directors is hereby empowered to prepare and submit to the Association an Annual Budget for its approval, and based thereon to determine the amount of the annual assessment year to year. The reserve account referred to in Section 1c. above shall be deposited by the Association in an interest bearing account and shall be used to supplement the Annual Budget; provided, however, said account must be replenished by the annual assessment each year so as to maintain the reserve account at an amount equal to

the total number of lots not owned by the Declarant times One Hundred Dollars (\$100.00). After all lots are conveyed by the Declarant, the reserve account for each subsequent Annual Budget shall be maintained at \$1600.00 Dollars.

The Association shall acquire and pay for, out of the Annual Budget, certain items of service which may include, but may not be limited to, the following:

- a. Master lawn and shrubbery maintenance contract.
- b. Maintenance and operation of master water sprinkler system and lighting.
- c. Patrolling of the subdivision by security guards.
- d. Water and electricity charges relating to master water and sprinkler system the plat of the subdivision.
- e. Paving and cleaning of the ingress and egress easement shown on the plat of the subdivision.
- f. Any and all legal fees, audit fees and miscellaneous management fees that are necessary and proper in the opinion of the Board of Directors, and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration of the Bylaws, or which is necessary or proper in the opinion of the Board of Directors of the Association for the benefit of the owners or for the enforcement of these restrictions.
- g. Cost of any other services contracted for by the Association or Declarant on behalf of the owners.

The reserve account may be used to supplement the Annual Assessment or Special Assessment for capital improvements if in the opinion of the Board of Directors said assessments are not sufficient to adequately pay for all services and capital improvements which benefit the members of the Association.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association, through its Board of Directors, may levy in any "assessment year" which shall be defined as that period of time from the date of the Associations annual meeting as set forth in the Bylaws until the next ensuing meeting, one (1) calendar year subsequent thereto, unless said date shall fall on Saturday, Sunday or legal holiday, in which event the next business day which is not a Saturday, Sunday or legal holiday shall be the date upon which the Associations annual meeting shall be held; a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repaving, repair or replacement of streets, sidewalks, walkways or other improvements within the easement areas provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of all of the owners who are voting in person or by proxy at a special meeting duly called for this purpose.

Section 4. Rate of Assessment. The obligation of the Association to maintain the premises as provided in Article V. herein, and in regard thereto, the Association shall:

- a. Have the right and power to contract with a maintenance company to carry out the obligations in regard to the maintenance as set forth in Article V. hereinabove.
- b. Have the right and power to assess each member a share of the total obligation of the Association which is secured by the member's acceptance of the deed for his individual Lot.

Section 5. Uniformity. Both annual and special assessments must be fixed at a uniform rate for all.

a. Annual Assessments. The basis for determining the annual assessment will be the estimated cost of each item of service provided for the benefit of the Association as reflected upon the Associations books in accordance with the services to be provided to the owners as set forth hereinabove in Article V., Section 2. taking into account the amount of the reserve account which will be used to supplement the Annual Budget.

1. Payment: Each Owner shall be assessed and shall pay a share of the total amount of the assessment necessary to maintain the Annual Budget which will provide the funds necessary for the services as set forth hereinabove in Section 2.. Each Owner shall owe his prorata share of the annual assessment within thirty (30) days of the date of notice of the annual assessment.

Section 6. Effect of Nonpayment 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 maximum legal contract rate per annum allowed by Florida Law, together with all costs of collection including, but not limited to, reasonable attorneys fees incurred at the trial and appellate levels. The Association or Declarant may, at its election, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Owner. This lien shall be superior to any homestead right of the Owner and the Owner expressly waives any right of homestead under Florida Law and the United States Constitution so that either the Declarant or the Association can enforce its lien right through a foreclosure proceeding. That the lien of any assessment charged the Association under these Restrictions is subordinate to the lien of any first mortgage upon any of the units. A failure to pay any such assessment shall not constitute a default under any mortgage upon any of the units.

30
DAYS
LATE

18%

(4.50%
QUARTER)

Section 7. Budget. The Association shall assess its members annually a share of a sum sufficient to maintain the reserve account and annual budget adopted from year to year by the Association through its Board of Directors and each and every assessment shall be payable to the Association annually, and in advance, in accordance with and subject to the terms, covenants and conditions of the Declaration, the Articles and the Bylaws of the Association and Section 5a. herein. Each Owners prorata share of the first budget of the Association and/or any special assessment levied by the Association shall be no greater than 11% of said budget and/or special assessment and the Declarant shall guarantee payment of actual costs in excess thereof to the Association during said initial twelve (12) month period.

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ARTICLE VI.

GENERAL PROVISIONS

Section 1 Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.


Section 2 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3 The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any amendment must be recorded. Any conveyance or encumbrance of the common area is subject to each and every unit owners easement for ingress and egress across the said common area, and further, the common area cannot be mortgaged by the Association or conveyed by the Association without the consent of at least two-thirds (2/3) of the lot owners, excluding the developer..

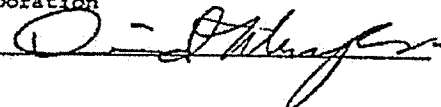
IN WITNESS WHEREOF, the undersigned, being the Declarant, joined by DAVID MAYES HOMES, INC., A Florida Corporation, have executed this instrument on the date first hereinabove written.

DECLARANT:

COMMUNITY CONCEPT GROUP, A Florida
General Partnership

By: 
William H. Plank, Managing Partner

DAVID MAYES HOMES, INC., A Florida
Corporation

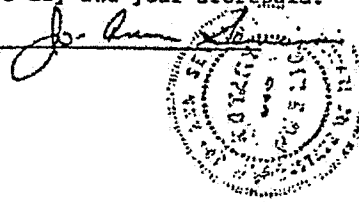
By: 

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this 22nd day of May, A.D., 1986, before me personally appeared WILLIAM H. PLANK, Managing Partner of COMMUNITY CONCEPT GROUP, A Florida General Partnership, a partnership under the Laws of the State of Florida, to me known to be the person described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions, and acknowledges the execution thereof to be his free act and deed as such officer for the use and purposes therein mentioned; and the said instrument is the act and deed of said Partnership.

WITNESS my signature and official seal at Clearwater in the County of Pinellas, State of Florida, the day and year aforesaid.

NOTARY PUBLIC



My Commission Expires:

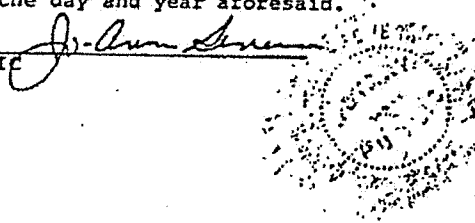
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 27, 1989
BONDED UNDER GENERAL INS. CO.

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this 23rd day of May, A.D., 1986, before me personally appeared DAVID MAYES of DAVID MAYES HOMES, INC., A Florida Corporation under the Laws of the State of Florida, to me known to be the person described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions, and acknowledges the execution thereof to be his free act and deed as such officer for the use and purposes therein mentioned; and the said instrument is the act and deed of said Corporation.

WITNESS my signature and official seal at Clearwater in the County of Pinellas, State of Florida, the day and year aforesaid.

NOTARY PUBLIC



My Commission Expires:

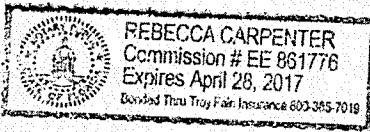
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 27, 1989
BONDED UNDER GENERAL INS. CO.

STATE OF FLORIDA
COUNTY OF PINELLAS

~~2015~~ ²⁰¹⁶ The foregoing instrument was acknowledged before me this 21st day of January,
2015 by DANIEL E SWICKARD as President of HUNTINGTON 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 personally known to me as identification and did take
an oath.

My Commission expires:

Rebecca Carpenter
Notary Public



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

NOTICE IS HEREBY GIVEN that the attached Exhibit "1" constitutes a true and correct copy of the Articles of Incorporation of Huntington Trace Homeowners Association, Inc. and the attached Exhibit "2" constitutes a true and correct copy of the By-Laws of Huntington Trace Homeowners Association, Inc., as same may have been amended from time to time.

HUNTINGTON TRACE HOMEOWNERS ASSOCIATION, INC. is the Homeowners Association organized for the purpose of administering a development known as Huntington Trace in Pinellas County, Florida, in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Huntington Trace, recorded in O.R. Book 6235, Page 1965 et seq. of the Public Records of Pinellas County, Florida, as same has been or may in the future be amended from time to time.

IN WITNESS WHEREOF, ^{DANIEL} Sweeney as President and ^{RONALD} Bauerle as Secretary, of, HUNTINGTON 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 21st day of January, 2015. 2016

Two Witnesses as to
President:

Beth Sweeney
Witness Signature
Beth Sweeney
Witness Printed Name

Johinda Schrag
Witness Signature
Johinda Schrag
Witness Printed Name

HUNTINGTON TRACE HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
DANIEL E SWEENEY, as President

Attest: [Signature]
RONALD BAUERLE, as Secretary

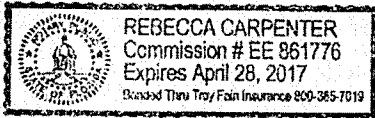
STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Daniel E Sweeney and Ronald Bauerle, to me known to be the President and Secretary, respectively, of HUNTINGTON 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 personally known and personally known (type of identification) as identification and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 21st day of Jan, 2016, 2015.

My Commission Expires:

Rebecca Carpenter
Notary Public, State of Florida



**AFFIDAVIT OF DELIVERY TO MEMBERS
(MEMBERS OWNING LOT(S) WITHIN HUNTINGTON TRACE)**

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me the undersigned authority, personally appeared RON BAUERLE, being first sworn, deposes and says:

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

2. On May 13, 2015, the Board of Directors for Huntington Trace Homeowners Association, Inc., caused a proper Notice of Meeting of the Board of Directors taking place on October 19, 2015 at 6:30 p.m. at Safety Harbor Public Library, 101 2nd Street North, Safety Harbor, FL 34695 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 Huntington Trace Homeowners Association, Inc. owning a lot or lots within Huntington Trace, by hand delivery/ mail on or before October 9, 2015.

FURTHER AFFIANT SAYETH NAUGHT

HUNTINGTON TRACE HOMEOWNERS
ASSOCIATION, INC.

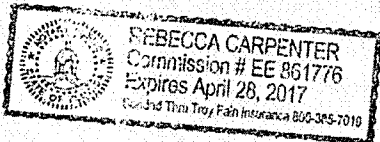
By:

Ronald Bauerle
RONALD BAUERLE, As Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 21st day of January, 2015, by Ronald Bauerle, as Secretary of HUNTINGTON 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 personally known to me as identification and did take an oath.

My Commission expires:



Rebecca Carpenter
Notary Public

EXHIBIT "B"