

# N1700000288

Florida Department of State

## Division of Corporations Electronic Filing Cover Sheet

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### FLORIDA PROFIT/NON PROFIT CORPORATION Trinity Lakes Crossings Property Owners' Association, Inc.

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Certificate of Status	0
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STATE OF FLORIDA  
TALLAHASSEE  
17 JAN 10 AM 10:00

**ARTICLES OF INCORPORATION OF TRINITY LAKES CROSSINGS  
PROPERTY OWNERS' ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of full age, have corporation not for profit and do hereby certify:

**ARTICLE I**

**NAME**

The name of the corporation is Trinity Lakes Crossings Property Owners' Association, Inc., hereinafter called the "Association."

**ARTICLE II**

**OFFICE**

The principal office of the Association is located at 43309 US Hwy. 19 North, Tarpon Springs, Florida 34689.

**ARTICLE III**

**REGISTERED AGENT**

Lew Friedland, whose address is 43309 US Hwy. 19 North, Tarpon Springs, Florida 34689, is hereby appointed the initial registered agent of the Association.

**ARTICLE IV**

**PURPOSE AND POWERS OF THE ASSOCIATION**

The Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to provide for the preservation and architectural control, and to a limited extent, maintenance, of the Parcels, Common Areas and the Detention Pond Tract, within the Property described in Schedule 1 attached hereto and made a part hereof (the "Property"), and to promote the health, safety and welfare of the owners and occupants of and visitors to the Property, and any additions thereto as may hereafter be brought within the jurisdiction of this Association. In furtherance of these purposes, the Association consistent with the terms of the Declaration is empowered 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 the By-Laws and in that certain Declaration of Covenants, Conditions and Restrictions of Trinity Lakes Crossings, hereinafter called the "Declaration," applicable to the Property and recorded or to be recorded in the Public Records of Pasco County, Florida, and as

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the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

b. Enforce the provisions of the Declaration in its name;

c. Fix, levy, collect and enforce payment of by any lawful means, all charges or assessments pursuant to the terms of the Declaration; and 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;

d. Borrow money, and with the assent of a majority of each class of Members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in or otherwise transfer any or all of its real or personal property owned by the Association as security for money borrowed, debts incurred, or any of its other obligations;

e. Sell, transfer or dedicate all or any part of any property owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument of dedication or transfer has been signed by a majority of the votes of each class of Members, with the formalities from time to time required for a deed under the laws of the State of Florida;

f. From time to time adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Parcels, the Common Areas and the Detention Pond Tract, consistent with the terms of the Declaration and these Articles;

g. Have and exercise any and all powers, rights and privileges which a corporation not for profit organized under the laws of the State of Florida may now or hereafter have or exercise, consistent with the terms of the Declaration and these Articles.

## ARTICLE V

### MEMBERSHIP

Unless otherwise provided to the contrary in the Declaration, every person or entity who is a record owner of a fee or undivided fee interest in any Parcel which is subject to the Declaration shall be a Member of the Association ("Member"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. In the event of multiple Owners of a single Parcel(s), such Owners shall designate by a separate writing ("Voting Certificate"), one among them, or a person by proxy, to cast the votes of their Parcel. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment by the

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Association, and is transferred only and automatically by conveyance of title to a Parcel; however, the foregoing shall not be construed to prohibit assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

#### ARTICLE VI

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. So long as Class B membership exists, Class A Members shall be all Owners, with the exception of the Developer. Class A Members shall be entitled to one vote for each Parcel owned within the Property. If more than one person holds an interest in any Parcel, all such persons shall be Members, and the vote for such Parcel shall be exercised as they determine in accordance with Article V, but in no event shall more than the total number of votes allocated to the Parcel be cast with respect to any Parcel. Prior to any meeting at which a vote is to be taken, each co-Owner must file a Voting Certificate designating the name of the voting co-Owner or other person by proxy with the Secretary of the Association.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to 12 votes for each Parcel owned within the Property. The Class B membership shall cease at the time provided in the Declaration.

#### ARTICLE VII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association, but at no time shall be less than three (3). Any Director may succeed himself in office. At the first annual meeting, the Members shall elect one Director for a term of one year, one Director for a term of two years, and one Director for a term of three years. At each annual meeting thereafter, the Members shall elect one Director for a term of three years. The names and addresses of the persons who are to serve as the initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Lew Friedland	43309 US Hwy. 19 North Tarpon Springs, Florida 34689
Daniel E. Aldridge	43309 US Hwy. 19 North Tarpon Springs, Florida 34689

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Cecilia Brom

43309 US Highway 19 North  
Tarpon Springs, Florida 34689

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary, a Treasurer and such other officers as may be designated by the Bylaws, and at the times and in the manner prescribed in the Bylaws. The names and addresses of the initial officers who shall serve until their death, resignation, removal or until successors are designated are as follows:

Lew Friedland	President
Daniel E. Aldridge	Vice President
Cecilia Brom	Secretary and Treasurer

ARTICLE IX

INDEMNIFICATION

The Association shall, and does hereby, indemnify any person ("Indemnitee") for any and all liability arising from his official capacity or from any acts committed or failure to act by him which are made in good faith in his official capacity as an officer or Director of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in the performance of his duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding whether civil, criminal, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties, and whether such action, suit or proceeding is commenced during or subsequent to his tenure as an officer or Director of the Association ("Proceedings"). This indemnity shall not extend to those acts or failure to act which are determined to have been gross negligence, wanton or willful.

The Association will reimburse Indemnitees for any and all actual and reasonable expenses, including, without limitation, attorneys' fees and court costs ("Expenses") as Expenses are incurred by Indemnitees in Proceedings. Notwithstanding anything to the contrary herein, the Association will not indemnify Indemnitees for any liability or expenses for actions which constitute gross negligence or willful misconduct, except where such actions are undertaken at the request of the Association. The indemnification provided in this Article shall be in

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addition to and shall not limit or modify any other rights to indemnity to which Indemnitees are entitled, including, without limitation, those conferred under Florida law or the Bylaws, Articles or any agreement executed by the Association.

#### ARTICLE X

##### DISSOLUTION; MERGER; CONSOLIDATION

The Association may be merged or consolidated with another association not for profit, or may be dissolved, with the assent given in writing and signed by the holders of at least fifty-one percent (51%) of the voting rights of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to the purposes of the Association set forth herein and in the Declaration.

#### ARTICLE XI

##### DURATION

The corporation shall exist perpetually.

In the event the Association is dissolved, the property consisting of the Common Areas (as such term is used in the Declaration) and the Detention Pond Tract (as such term is used in the Declaration) to the extent such property is owned by the Association shall be conveyed to an appropriate governmental agency and if such agency does not accept the Common Areas or Detention Pond Tract, then the Common Areas and Detention Pond Tract shall be dedicated to a similar non-profit corporation for management.

#### ARTICLE XII

##### AMENDMENTS

Subject to any provisions in the Declaration which require the consent/approval of certain designated parties to any amendment to these Articles (which provisions in the Declaration shall control), amendment of these Articles shall require the assent by vote of the holders of at least (51%) percent of the voting rights of the Members. Amendments may be proposed by a majority of the Board of Directors or by the holders of at least fifty-one percent (51%) of the voting rights of the Members.

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ARTICLE XIII

INTERPRETATION

Express reference is made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provisions of these Articles. All terms defined in the Declaration shall have the same meaning where used herein. To the extent possible, these Articles shall be construed, interpreted and applied in a manner consistent and not in conflict with the terms and application of the Declaration.

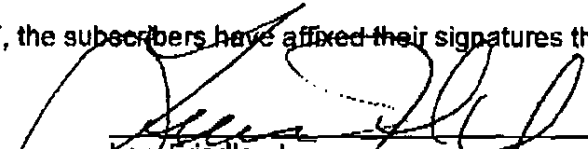
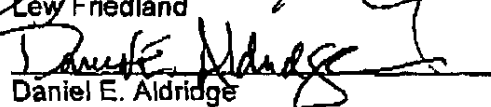
ARTICLE XIV

SUBSCRIBERS

The names and residences of the subscribers of these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Lew Friedland	43309 US Hwy. 19 North Tarpon Springs, Florida 34689
Daniel E. Aldridge	43309 US Hwy. 19 North Tarpon Springs, Florida 34689

9<sup>th</sup> IN WITNESS WHEREOF, the subscribers have affixed their signatures this day of January, 2017.

  
 Lew Friedland  
  
 Daniel E. Aldridge

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STATE OF FLORIDA )

COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2017, by Lew Friedland, who [is personally known to me] [has produced \_\_\_\_\_ as identification].



Judy Thomas  
Notary Public

Print name: Judy Thomas

My commission expires: June 7, 2018

STATE OF FLORIDA )

COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2017, by Daniel E. Aldridge, who [is personally known to me] [has produced \_\_\_\_\_ as identification].



Judy Thomas  
Notary Public

Print name: Judy Thomas

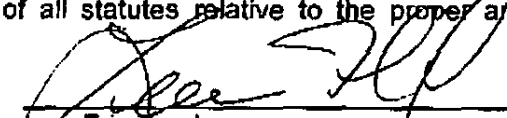
My commission expires: June 7, 2018

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Having been named to accept Service of Process for the Association, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.



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Lew Friedland  
Registered Agent

Date: January 9, 2017

17 JAN 10 AM 12:00  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

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Schedule 1Property

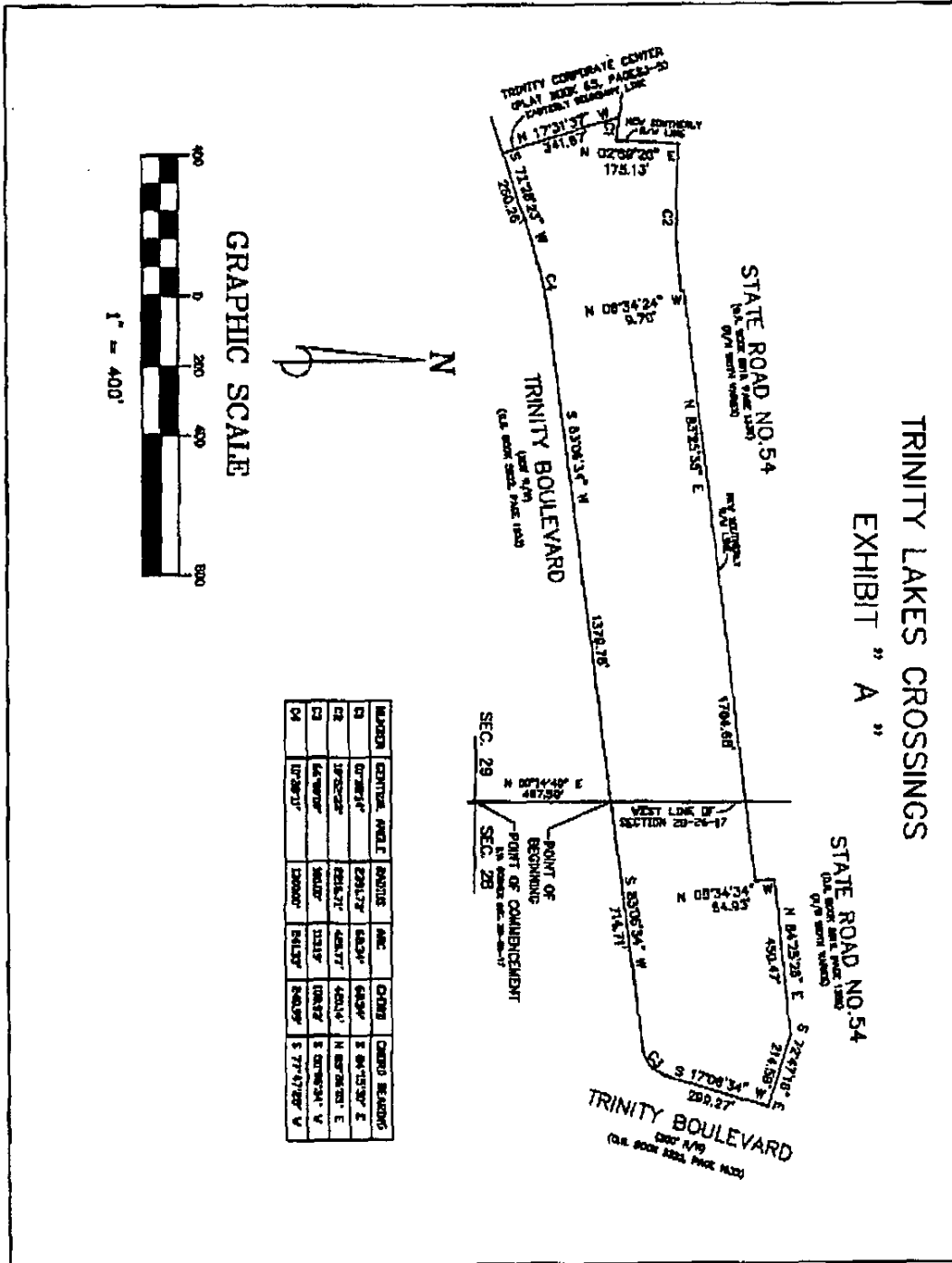
THE UNDERSIGNED OWNER OF THE LANDS SHOWN ON THIS PLAT TO BE KNOWN AS TRINITY LAKES CROSSINGS, A SUBDIVISION OF A PORTION OF SECTIONS 28 AND 29, TOWNSHIP 28 SOUTH, RANGE 17 EAST, OF PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 28, AND RUN ALONG THE WEST LINE OF SAID SECTION 28, NORTH 00°14'40" EAST, A DISTANCE OF 487.58 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF TRINITY BOULEVARD AS RECORDED IN OFFICIAL RECORD BOOK 5 522, PAGE 1932 , OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID TRINITY BOULEVARD THE FOLLOWING 3 COURSES: RUN SOUTH 83°06'34" WEST, A DISTANCE OF 1379.78 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN 241.33 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1300.00 FEET, A CENTRAL ANGLE OF 10°38'11", AND A CHORD OF 240.89 FEET WHICH BEARS SOUTH 77°47'28" WEST; THENCE RUN SOUTH 72°28'23" WEST, A DISTANCE OF 260.26 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF TRINITY CORPORATE CENTER, AS RECORDED IN PLAT BOOK 65, PAGES 1 THROUGH 5 , OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID TRINITY BOULEVARD, RUN ALONG THE EASTERLY BOUNDARY LINE OF SAID TRINITY CORPORATE CENTER, NORTH 17°31'37" WEST, A DISTANCE OF 341.67 FEET TO A POINT ON THE NEW SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 54; THENCE RUN ALONG THE NEW SOUTHERLY RIGHT- OF-WAY LINE OF SAID STATE ROAD NO. 54 THE FOLLOWING 8 COURSES: RUN 68.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT, BEING NON-TANGENT WITH THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 2391.73 FEET, A CENTRAL ANGLE OF 01°38'14", AND A CHORD OF 68.34 FEET WHICH BEARS SOUTH 84°15'30" EAST; THENCE RUN NORTH 02°59'20" EAST, A DISTANCE OF 175.13 FEET; THENCE RUN 420.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT, BEING NON-TANGENT WITH THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 2216.71 FEET, A CENTRAL ANGLE OF 10°52'33", AND A CHORD OF 420.14 FEET WHICH BEARS NORTH 89°36'05" EAST; THENCE RUN NORTH 06°34'24" WEST, A DISTANCE OF 9.70 FEET; THENCE RUN NORTH 83°25'35" EAST, A DISTANCE OF 1704.68 FEET; THENCE RUN NORTH 05°34'34" WEST, A DISTANCE OF 54.93 FEET; THENCE RUN NORTH 84°25'26" EAST, A DISTANCE OF 450.47 FEET; THENCE RUN SOUTH 72°47'16" EAST, A DISTANCE OF 214.58 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID TRINITY BOULEVARD; THENCE RUN ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID TRINITY BOULEVARD THE FOLLOWING 3 COURSES: RUN SOUTH 17°06'34" WEST, A DISTANCE OF 299.27 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN 115.19 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 86°00'00", AND A CHORD OF 108.93 FEET WHICH BEARS SOUTH 50°06'34" WEST; THENCE RUN SOUTH 83°06'34" WEST, A DISTANCE OF 714.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.973 ACRES MORE OR LESS.

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