PREPARED BY AND RETURN TO:
Clanfrone, Nikoloff, Grant, Greenberg & Sinclair, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, FL 34698

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11/14/2016 L. S., Dpty Clerk

PAULA S O'NEIL,Ph D PASCO CLERK & COMPTRO
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CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRINITY COMMUNITIES

NOTICE IS HEREBY GIVEN that by the approval of DECLARANT, ADAM SMITH ENTERPRISES, INC., as authorized by Section 12.02 of the Declaration, the Declaration of Covenants, Conditions and Restrictions for Trinity Communities, as originally recorded in O.R. Book 3158, Page 870, et seq. of the Public Records of Pasco County, Florida, be, and the same is hereby amended as follows:

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

IN WITNESS WHEREOF, Declarant, ADAM SMITH ENTERPRISES, INC., a Florida corporation, has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 13 day of October, 2016.

DECLARANT:
ADAM SMITH ENTERPRISES, INC.,
a Florida corporation

By: _____
Lew Friedland, as President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 13 day of OCTOBER, 2016, by Lew Friedland, as President of ADAM SMITH ENTERPRISES, INC., a Florida corporation, on behalf of said corporation. He/She is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

My Commission Expires:

CHRISTINE K. FREEDMAN
MY COMMISSION # FF 234972
EXPIRES: August 19, 2019
Bonded Thru Notary Public Underwriters

SCHEDULE OF AMENDMENTS
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TRINITY COMMUNITIES

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

1. ARTICLE V, MAINTENANCE, Section 5.01, Responsibilities of Owners and Neighborhood Associations, of the Declaration shall be amended to read as follows:

5.01 Responsibilities of Owners and Neighborhood Associations. Unless specifically identified herein or in a Neighborhood Declaration as being the responsibility of the Association or a Neighborhood, all maintenance and repair of Lots and Units, together with all other improvements thereon or therein, including the interior lot side of any buffer/perimeter walls, and all lawns, irrigation, landscaping, driveways and grounds on and within a Lot or Unit, within the property between the paved road and the Lot line (including any areas between the swale and the sidewalk area), and within the property between the Lot line and water's edge of any lake adjacent to the Lot, and within the property between the Lot line and edge of the buffer zones around any Conservation Areas adjacent to the Lot, shall be the responsibility of the Owner of such Lot or Unit. Further, the cost of and expense of obtaining utilities exclusively serving a particular Lot or Unit shall be the responsibility of the Owner of such Lot or Unit. Unless otherwise provided herein or in the appropriate Neighborhood Declaration, the maintenance and repair of all Common Areas or common elements located within such Neighborhoods (including all landscaping, grounds and irrigation and all recreational facilities and other improvements located within such Neighborhood) shall be the responsibility of the Neighborhood Association for such Neighborhood. Each Owner or Neighborhood Association shall be responsible for maintaining his or its Lot, Unit or Neighborhood, as the case may be, including the interior lot side of any buffer/perimeter walls (including, but not limited to painting and/or pressure washing and keeping vegetation cut back away from such wall), in a neat, clean and sanitary condition, and, unless otherwise specifically identified in a Neighborhood Declaration as being the responsibility of the Neighborhood Association, such responsibility shall include the maintenance and care of all exterior surfaces of all Units, buildings and other structures and all lawns, trees, shrubs, hedges, grass and other landscaping. As provided in Section 5.02(b) hereof, each Owner and Neighborhood Association shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner or Neighborhood Association, but which responsibility such Owner or Neighborhood Association fails or refuses to discharge. If such

Owner's Lot or Unit or the Neighborhood is subject to the approval of the Architectural review Committee, such Owner or Neighborhood Association shall not (i) decorate, change, or otherwise alter the appearance of any portion of the exterior of a Unit or the landscaping, grounds or other improvements within a Lot or Neighborhood unless such decoration, change or alteration is first approved, in writing, by the Architectural Review Committee as provided in Article X hereof, or (ii) do any work which, in the reasonable option of the Architectural Review Committee, would jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or hereditament thereto, without in every such case obtaining the written approval of the Architectural Review Committee.

2. ARTICLE V, MAINTENANCE, Section 5.02, Association's Responsibility, of the Declaration shall be amended to read as follows:

5.02 Association's Responsibility.

(a) Except as may be otherwise specifically provided herein or in a Neighborhood Declaration, the Association shall maintain and keep in good repair all portions of the Common Areas, the Conservation Areas and the Water Management System (only if the Neighborhood Association does not take responsibility for the Water Management System), which responsibility shall include the maintenance, repair and replacement of (i) the street facing side of all buffer/perimeter walls along Trinity Boulevard and Tamarind Boulevard and any other roadway maintained and/or operated by the Association, all roads, walks, sidewalks, parking areas, streetlights, entrances and guardhouses, landscaped areas, recreational areas and other improvements made by Declarant or the Association situated within the Common Areas or within easements encumbering Lots, Units or Neighborhoods pursuant to Section 3.04 hereof, (ii) such monitoring systems and utility lines, pipes, plumbing, wires, conduits and related systems which are a part of the Water Management System and which are not maintained by a public authority, public service district, public or private utility or other person, (iii) all lawns, trees, shrubs, hedges, grass and other landscaping and all lakes and ponds situated within or upon the Common Areas and, (iv) the Water Management System (only if the Neighborhood Association does not take responsibility for the Water Management System), all Conservation Areas, wetlands, and all retention and drainage areas and facilities constructed by Declarant wherever located, that are part of the Common Areas. The Neighborhood Association shall maintain, repair and replace the streetlights within the Neighborhood Association governed property and shall be responsible for all costs and expenses incurred in such maintenance, repair or replacement. The Association may opt to maintain, repair or replace the streetlights within the Neighborhood Association governed property by written resolution signed by the President and Secretary of the Association and recorded in the public records of Pasco County, Florida; however, if such option is exercised, the costs of same shall still be passed on to the Neighborhood Association as a Discrete Assessment

as further provided for in Section 9.06 of this Declaration. The Association, Declarant and the Golf Course Owner shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner or any other person, (B) resulting from any rain, drought or other surface water which may leak, diminish, restrain or flow from any portion of the Common Areas or the Golf Course Property, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system or utility line or facility, the responsibility for the maintenance of which is that of the Association, Declarant or the Golf Course Owner. Nor shall the Association, Golf Course Owner, or Declarant be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessment s being a separate and independent covenant on the part of each owner. As a clarification, the Neighborhood Association may take responsibility for the maintenance and repairs to the portions of the Water Management System that service and accommodate storm water run-off created by the development of the property governed by the Neighborhood Association including, but not limited to street storm drains, storm sewers, catch basins, retention ponds, and storm grates by written resolution signed by the President and Secretary of the Neighborhood Association and recorded in the public records of Pasco County, Florida; however, to the extent that the Neighborhood Association does not maintain and/or repair the portions of the Water Management System servicing the property governed by the Neighborhood Association, the Association shall perform such maintenance and/or repair and the Neighborhood Association shall be assessed all costs and expenses incurred in maintaining such portions of the Water Management System as a Discrete Assessment as further provided for in Section 9.06 of this Declaration.

The Association shall not enter upon any Owner's Lot for purposes of maintaining any buffer/perimeter wall along Trinity Boulevard and Tamarind Boulevard and any other roadway maintained and/or operated by the Association, but shall instead be responsible for maintaining only the street facing side (exterior) of any such buffer/perimeter wall including, but not limited to painting and/or pressure washing and keeping vegetation cut back away from such wall. In the event of damage to or destruction of such buffer/perimeter wall, the Association shall be responsible for repair and/or reconstruction of such wall and may enter upon on any Lot as necessary to do so.

3. ARTICLE X, ARCHTECTURAL STANDARDS AND USE RESTRICTIONS, Section 10.02, General Restrictions, of the Declaration shall be amended by adding an entirely new Section 10.02.16 to read as follows:

10.02.16 Fireworks. The use of fireworks, as that term is defined in Florida Statute Section 791.01, as same may be amended from time to time, shall be prohibited anywhere upon the Property. The Association shall have no obligation whatsoever to enforce this restriction; however, any Owner or Neighborhood Association is specifically empowered to enforce this restriction whether or not such authority is elsewhere provided in this Declaration. This Section 10.02.16 shall not apply to the Golf Course Property.

4. ARTICLE X, ARCHTECTURAL STANDARDS AND USE RESTRICTIONS, Section 10.03.02, Requirement of Architectural Review; Standards; Delegations of Authority, Subsection (c), of the Declaration shall be amended to read as follows:

(c) Once the property to be governed by a Neighborhood Association is completely built out and the final home is constructed within the community, t~~T~~he Architectural Review Committee shall turn over ~~have the right, in its sole and absolute discretion, to delegate~~ its authority under this Section 10.03 to a Neighborhood Association (or an architectural review board of a Neighborhood Association). All remaining provisions in this Section will become null and void relating to the Association's architectural review authority over any Neighborhood Association once the property governed by such Neighborhood Association is completely built out and a Neighborhood Association takes over control of architectural review. Once that takes place, the Neighborhood Association may promulgate rules and guidelines relating to architectural review as determined by its Board of Directors from time to time. Such Neighborhood architectural review board or Neighborhood Association shall provide the Architectural Review Committee with copies of all architectural review decisions made, together with copies of all information and supporting documentation reviewed in making such decision. Notwithstanding any such delegation under this Section 10.03.02, the Architectural Review Committee shall have the right to object to any architectural review decision made by any Neighborhood architectural review board or Neighborhood Association within ten (10) days after the Architectural Review Committee's receipt of an architectural review decision (and information and supporting documentation) from such Neighborhood architectural review board or Neighborhood Association. If the Architectural Review Board objects to any such architectural review decision, the Owner no later than ten (10) days after the Architectural Review Committee's request shall submit a complete application to the Architectural Review Committee. In the event of any objection by the Architectural Review Committee, the decision of the Neighborhood architectural review board or Neighborhood Association shall be set aside, and the decision of the Architectural Review Committee shall be binding and final.