

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of VALENCIA TOWNHOUSE ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on February 24, 1981, as shown by the records of this office.

The charter number for this corporation is 756503.

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.  
RECORDS VERIFIED  
**RICHARD P. BRINKER,**  
CLERK CIRCUIT COURT

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
26th day of February, 1981.



Secretary of State

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ARTICLES OF INCORPORATION  
OF  
VALENCIA HOMEOWNERS ASSOCIATION, INC.

FILED  
SEP 9 2 12 PM '83  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned have this day voluntarily associated themselves together for the purpose of forming a corporation, not for profit, and do hereby certify:

ARTICLE I

The name of this corporation is VALENCIA HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 1500 Monza Avenue, Suite 300, Coral Gables, Florida 33146.

ARTICLE III

DeWayne L. Little, whose address is 1500 Monza Avenue, Suite 300, Coral Gables, Florida 33146; is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSES OF THE ASSOCIATION

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

The Plat of VALENCIA, as recorded in Plat Book 123 at Page I, of the Public Records of Dade County, Florida,

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) maintain and/or repair landscaping in all common areas, private drives, boundaries, sidewalks and/or access ways, walls, fences, streets, structures and other improvements as described in the Declaration of Covenants, Conditions and Restrictions for VALENCIA;

(b) control the specification, architecture, design, -1-

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clearance, elevation, and location of, and landscaping around, buildings of any type, including walls, fences, antenna, awnings, drains, disposal systems, decorative tile on the roof of building or other structures now or hereafter constructed, erected, or permitted to remain within VALENCIA, as well as the alteration, improvement, addition, or change thereto;

(c) provide, purchase, acquire, replace, improve, maintain, and/or repair such buildings, structures, street lights, and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient;

(d) operate without profit for the sole and exclusive benefits of its members;

(e) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions for VALENCIA to be recorded in the Public Records of Dade County, Florida.

#### ARTICLE V

##### GENERAL POWERS OF THE ASSOCIATION

The general powers that the Association shall have are as follows:

(a) To hold funds solely and exclusively for the benefit of members for purposes set forth in these Articles of Incorporation.

(b) To promulgate and enforce rules, regulations, by-laws, covenants, restrictions, and agreements to effectuate the purpose for which the Association is organized, and to delegate power or authority where such is deemed in the interest of the Association.

(c) To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform, or carry out contracts of every kind with a person, firm, corporation or partnership; and to do any and all acts necessary or expedient in 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.

(d) To 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 interest and other expenses incident to the

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conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association, to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion to enter into agreements with other organizations for the collection of such assessments.

(e) To enter into contracts with others for a valuable consideration, for the maintenance, management and security of the property within VALENCIA, including the normal maintenance and repair of all private drives and common areas within VALENCIA, and the collection of the assessments, and in connection therewith to delegate the powers and rights herein contained, including but not limited to, that of making and collecting assessments and perfecting liens for non-payment. Any such service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the property within VALENCIA, but shall not relieve the Lot Owner from his personal responsibility to maintain and preserve the interior surface of his unit, and to paint, clean, decorate, maintain and repair his unit. Any management agreement entered into by the Association shall be terminable upon thirty (30) days notice by the Association, and the term of such an agreement shall not exceed one year, but may be renewable by agreement of the parties for successive one-year periods. Each Owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association; covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. Any such management agreement, as well as each and every provision thereof and the acts of the Board of Directors and Officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

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(f) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise, except as prohibited herein.

ARTICLE VI

MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VII

VOTING RIGHTS

(a) The Association shall have two classes of voting membership: Class A members, which shall include all owners with the exception of the Developer; and Class B member(s), which shall be the Developer.

Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members with the vote for such Lot to be exercised as they determine, but in no event can more than one vote be cast for such Lot.

The Class B member(s) shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) when the total votes for the Class A members equals the total votes for the Class B members, or
- (2) on January 1, 1988.

(b) Within not more than one hundred twenty (120) days after the Class B membership ceases and is converted into Class A membership, a special meeting of the members shall be called and duly held in accordance with the By-Laws for the purpose of electing Directors to hold office until the next annual meeting of the Members, or until their successors are elected and qualified.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs and property of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) but as many persons as the Board of

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Directors shall from time to time determine, whose terms shall commence immediately upon the chartering of this corporation by the Secretary of the State of Florida, and their names and addresses are as follows:

- |                    |   |
|--------------------|---|
| DeWayne L. Little  | 1500 Monza Avenue<br>Coral Gables, FL 33146 |
| Howard B. Brookins | 1500 Monza Avenue<br>Coral Gables, FL 33146 |
| Maria L. Hafner    | 1500 Monza Avenue<br>Coral Gables, FL 33146 |
| Myles F. Dudley    | 1500 Monza Avenue<br>Coral Gables, FL 33146 |

Future Directors shall be elected by the members at the annual meeting of the Association as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from Office of Directors. All Directors, other than the Directors elected by the Developer, shall be members of the Association. Should a vacancy occur on the Board, the remaining Directors shall select a member to fill the vacancy until the next Annual Meeting of the Association.

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Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

#### ARTICLE IX

##### OFFICERS

The Officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a Vice President, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create. The election of officers shall take place in accordance with the By-Laws at the annual meeting of the Board of Directors, which shall immediately follow each annual meeting of the membership of the Association.

The names and officers of the first officers who are to serve from the time this corporation is chartered by the Secretary of the State of Florida, until the first election by the Board of Directors at the Annual Meeting, are as follows:

President	DeWayne L. Little ✓
Vice President	Howard B. Brooks ✓
Secretary	Maria L. Hafner ✓
Treasurer	Myles F. Dudley

#### ARTICLE X

##### BY-LAWS

The By-Laws of the Association shall be adopted, amended, altered, or repealed by the Board of Directors, consistent with these Articles of Incorporation.

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*3/14/94.*

#### ARTICLE XI

##### AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption by a majority of the membership attending a duly called meeting of the Association, except as otherwise specifically provided in the Covenants. If adopted, a Certificate of Amendment executed by the duly authorized Officers of the Association shall be filed with the Office of the Secretary of State of Florida.

ARTICLE XII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE XIII

SUBSCRIBERS

The names and addresses of the subscribers are as follows:

DeWayne L. Little	1500 Monza Avenue Coral Gables, FL 33146
Maria L. Hafner	1500 Monza Avenue Coral Gables, FL 33146
Myles F. Dudley	1500 Monza Avenue Coral Gables, FL 33146

ARTICLE XIV

INDEMNIFICATION

The Association shall indemnify any person who is made a party or is threatened to be made a party to any claim, suit, or proceeding, or who incurs any liability by reason of the fact that he is or was a Director, Officer, employee, agent or representative of the Association to the fullest extent permitted by law, and the Association may advance expenses to any such person to the fullest extent permitted by law. The Association shall also have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent or representative of the Association, against any liability asserted against him in any such capacity.

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ARTICLE XV

FHA/VA APPROVAL

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



consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XVI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members.

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

IN WITNESS WHEREOF, The subscribers to the foregoing Articles of Incorporation for VALENCIA HOMEOWNERS ASSOCIATION, INC., have hereunto set their hands this the 1st day of September, 1983.

[Signature]  
[Signature]  
[Signature]

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3/14/94

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me by the aforesaid subscribers, DEWAYNE L. LITTLE, MARIA L. HAFNER, and MYLES F. DUDLEY, this 1st day of September, 1983.

[Signature]  
Notary Public  
State of Florida  
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STATE OF FLORIDA

Commission Expires:



CFN 2013R0202688  
OR Bk 28532 Pgs 2123 - 21261 (4pgs)  
RECORDED 03/15/2013 13:05:09  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This instrument Prepared by  
and Return to:  
DALE C. GLASSFORD, ESQ.  
P.O. Box 160052  
Miami, FL 33116

**FILING OF CERTIFICATE OF AMENDMENT TO THE DECLARATION  
FOR VALENCIA HOMEOWNERS ASSOCIATION, INC.**

This Certificate of Amendment to the Declaration of Valencia Homeowners Association, Inc. is filed against the attached legal Exhibit "A".

Filed by:


  
\_\_\_\_\_  
DALE C. GLASSFORD, ESQ.  
Attorney for Valencia  
Homeowners Association, Inc.  
12928 SW 133 Court  
Miami, FL 33186  
(305) 259-8155

EXHIBIT "A"

LEGAL DESCRIPTION

"VALENCIA"

A portion of Tract "A", KINGS MEADOW, as recorded in Plat Book 122 at Page 12 of the Public Records of Dade County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Tract "A" and run North 1 degree 49 minutes 52 seconds West for 313.81 feet to a Point of Curvature; thence run Northerly along a circular curve to the right having a radius of 5864.65 feet and a central angle of 2 degrees 55 minutes 55 seconds for an arc distance of 300.11 feet to a Point of Reverse Curvature; thence run Northerly along a circular curve to the left, having a radius of 5594.65 feet and a central angle of 2 degrees 55 minutes 55 seconds for an arc distance of 286.29 feet to a Point of Tangency; thence run North 1 degree 49 minutes 52 seconds West for 408.11 feet; (the four courses aforescribed are coincident with the Easterly boundary of said Tract "A"); thence run South 88 degrees 10 minutes 08 seconds West for 963.93 feet to a point on a circular curve, said point bears South 37 degrees 48 minutes 55 seconds East from the radius point of the following described curve; thence run Southwesterly along a circular curve to the right having a radius of 1,025 feet and a central angle of 3 degrees 26 minutes 24 seconds for an arc distance of 61.54 feet; thence run South 35 degrees 22 minutes 54 seconds East for 146.15 feet to a point of Curvature; thence run Southeasterly along a circular curve to the right having a radius of 1,982 feet and a central angle of 33 degrees 00 minutes 13 seconds for an arc distance of 1141.68 feet to a Point of Tangency; thence run South 2 degrees 22 minutes 41 seconds East for 80.76 feet; thence run North 87 degrees 37 minutes 19 seconds East, along the South line of said Tract "A", for 588.14 feet to the Point of Beginning.

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STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that this is a true copy of the original filed in this office on \_\_\_\_\_ day of

MAR 15 2013, A.D. 20

WITNESS my hand and Official Seal

HARVEY RUVIN, CLERK of Circuit and County Courts

By [Signature] D.C.



Prepared by and Return to:  
Dale C. Glassford, Esq.  
12928 SW 133 Court  
Miami, FL 33186

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
VALENCIA HOMEOWNERS  
ASSOCIATION, INC.**

As evidenced by the signatures of at least 75% of the owners of Valencia Homeowners Association, Inc., the Declaration of Valencia Homeowners Association, Inc. recorded in the Public Records of Miami-Dade County, Florida at Official Records Book 12117, Page 824 is hereby amended pursuant to Article XI, Section 4 of the Declaration, in the following respects. The following is a new Article and does not amend or replace an existing Article of the Declaration of Valencia Homeowners Association, Inc.:

**ARTICLE XII**

**RENTAL**

After the certification of this amendment, owners of a unit must reside in the unit for a period of not less than one year prior to leasing or renting a unit. For purposes of the amendment, any "guest", "friend", or "invitee" residing in the unit for more than sixty (60) days shall be considered a renter. This provision does not restrict a unit owner from permitting an immediate family member (i.e. mother, father, brother, sister, son or daughter) to reside in the unit provided that the unit owner also resides in the unit. In the event the owner of the unit does not reside in the unit, the family member will be considered a renter. This provision shall not apply to a unit owned by Valencia Homeowners Association, Inc. pursuant to a foreclosure, deed in lieu of foreclosure or otherwise.

No owner shall lease a unit until all proposed tenants have been screened pursuant to the procedures adopted by the Association. The proposed lease shall include a representation that the lessee has been informed of and agrees to comply with the Rules and Regulations of Valencia Homeowners Association, Inc.

In addition to the lessee, the owner of the unit shall be responsible for any damages caused by the lessee, (his, hers, their) guests or invitees and any expenses incurred by the Association as a result of the lessee, (his, hers, their) guests or invitees violation of the Rules and Regulations of the Association, including costs and attorneys fees. In the event there is a violation of the terms of the lease or the Rules and Regulations of the Association, the owner of the unit authorizes Valencia Homeowners Association, Inc. to take the place of the owner in an eviction action against the tenants.

IN WITNESS WHEREOF, I/we by executing this document hereby signify approval of amendment number XII to the Declaration of Valencia Homeowners Association, Inc. by the owners of Valencia Homeowners Association, Inc.

I, OLGA BOSTICK, as President of Valencia Homeowners Association, Inc. hereby certify by executing the foregoing amendment that at least seventy-five (75%) of the owners of Valencia Homeowners Association, Inc. have executed their approval by signed agreement to the foregoing amendment.



Witness:

VALENCIA HOMEOWNERS ASSOCIATION, INC.

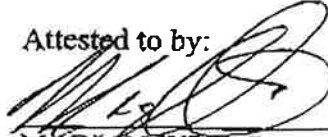


Witness:

  
By: OLGA BOSTICK  
As President



Witness:

Attested to by:  
  
MARIAN WELLS  
As Secretary:



Witness:

Corporate Seal

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

On this 11 day of March, 2013, personally appeared, OLGA BOSTICK, President of Valencia Homeowners Association, Inc. who executed the approval of the foregoing amendment XII to the Declaration of Valencia Homeowners Association, Inc. of her free act and deed and is :

- personally known to me, or
- who provided \_\_\_\_\_ as identification.

My Commission expires:

  
NOTARY PUBLIC

