



VALENCIA

Valencia Homeowners Association

Consolidated Homeowners Association Documents Package

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VALENCIA HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by THE BABCOCK COMPANY, a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain property in Dade County, State of Florida, which is more particularly described on Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, Developer hereby declares that all of the properties described above 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 right, 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.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to VALENCIA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "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 a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the real property described in Exhibit A hereto (and such additions thereto as may hereafter be brought within the jurisdiction of the Association).

Section 4. "Lot" shall mean and refer to any subdivision lot, 1 through 186 inclusive, as designated on the Plat of Valencia to be recorded in the Public Records of Dade County, Florida.

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Section 5. "Common Areas" shall mean and refer to all entry features, walls, areas of common access and medians, landscaping strips along roadways, except for the areas shown as roadways on the aforementioned Plat of Valencia.

Section 6. "Private Drive" shall mean and refer to the areas shown as roadways on the aforementioned Plat of Valencia.

Section 7. "Developer" shall mean and refer to THE BABCOCK COMPANY, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development. The Babcock Company shall at all times have the right to assign its interest herein to any successor or nominee.

Section 8. "Building" shall mean a single structure which is located upon three or more individual Owner's lots.

Section 9. "Unit" shall mean that part of a Building belonging to each individual Owner.

ARTICLE II

PROPERTY RIGHTS

Section 1. Title to Common Areas. At its election, the Developer may retain the legal title to all of any part of the Private Drives and Common Areas until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, at which time the Developer shall convey (by Special Warranty Deed) the Private Drives and Common Areas to the Association, subject to taxes for the year of conveyance, and to restrictions, conditions, limitations and easements of record.

Section 2. Owners' Easements of Enjoyment. Every Owner (unless such Owner has rented his dwelling Unit) and every rental tenant of any Lot shall have a right and easement of enjoyment in and to the Private Drives and Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association to take such steps as are reasonably necessary to protect the above described Properties against foreclosure;

(b) All provisions of this Declaration, and any plat of all or any part or parts of the Properties;

(c) Rules and Regulations adopted by the Association governing use and enjoyment of the Private Drives and Common Areas;

(d) The right of the Association to suspend an Owner's voting rights and right to use the Common Areas for any period during which any assessment against his Lot remain unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations; and

(e) The right of the Association to dedicate or transfer all or part of any and all of the Private Drives and/or Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members and applicable government authorities.

No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has received the written consent of Dade County and has been recorded.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. All persons or entities who are record Owners of Lots shall be Members of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Class of Membership. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership upon the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(b) on January 1, 1988.

ARTICLE IV

MAINTENANCE

Private Drives and Common Areas. The Association shall at all times maintain the Private Drives, walls and entry features, and Common Areas in good condition and repair.

ARTICLE V

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior or the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. All owners in one Building shall have the exterior of the Building painted at the same time and in a color approved in accordance with Article VII. The cost of such exterior painting shall be added to and become a part of the next monthly assessment to which each Lot is subject.

ARTICLE VI

ROOF REPAIRS, MAINTENANCE AND/OR REPLACEMENT

This Article shall apply to any Building in which a roof may cover two or more Lots before a continuous break in the tile and waterproof membrane occurs along a Lot line.

Each roof on each Building is covered with tile in an attractive manner. So that any and all roof repairs, maintenance and replacements will not cause such roof appearance to be detracted from by, but not limited to, different color, size, shape, or texture of tile, incompetent installation, patching of specific areas rather than complete replacement to obvious points of break. All contemplated roof repairs, maintenance and/or replacements shall be approved by two-thirds (2/3) of the Board of Directors of the Association as to but not limited to scope of work, specifications of materials and reliability of contractor. Where at all possible the replacement tile specified shall be similar in appearance to the original tile.

If a portion of one Owner's roof requires replacement, then both roofs must be replaced in order to maintain the attractive roof appearance.

Each Owner will pay for his own roof repairs, maintenance and/or replacement. In the case of a continuous roof over two lots as described above, both owners will share equally the cost of repairs, maintenance and/or replacement.

In the event of a roof leak which emanates from one Owner's roof and enters another Owner's interior space, and the Owner with the leak in the roof fails to have needed repairs, maintenance and/or replacement approved, contracted for, and completed in an expeditious manner, as specified above, then the Association shall contract for and complete needed repairs, maintenance, and/or replacement and shall assess the proper owners for the work as specified above. Said assessment shall remain a lien until paid.

In the event an Owner whose roof is continuous over another Lot encounters a leak into the Unit and said first Owner goes about the proper approval as above specified but said second Lot Owner refuses to pay for his share because the roof leak does not enter his Unit, or for any other reason, then the Association shall pay for said second Lot Owner's share of the cost, and then assess that Owner. Said assessment shall remain a lien until paid.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the Wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any

other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decisions shall be by a majority of all the arbitrators. Arbitration procedures shall be in accordance with the Rules of the American Arbitration Association, where such rules are appropriate. In such dispute, an assessment shall be had against either or all of the parties involved to provide for the costs of the arbitrators' fee, the Developer's administrative cost, any recording or filing fees, and other related costs.

ARTICLE VIII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot or Residential Unit within the Properties described in Article I hereof, hereby covenants (subject to the provisions of Section 2 hereof), and each Homeowner owning a Lot or Residential Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of the Common Areas as provided in Article IV hereof, including such reasonable reserves as the Association may deem necessary, special assessments as provided in Section 4 hereof, and assessments for maintenance to be fixed, established and collected from time to time as provided herein. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be a personal obligation of the person who is the owner of such property at the time when the assessment fell due. All assessments, both regular and special, by the Association shall be against all Lots or Residential Units subject to its jurisdiction equally, unless otherwise provided herein. No Homeowner or Builder may waive or otherwise escape liability for the assessments for such maintenance by

non-use of the Common Areas or abandonment of his right to use the Common Areas or otherwise.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the promotion of the health, safety and welfare of the Members of the Association and their families residing with them, their guests and tenants; and for the improvement and maintenance of the Private Drives and Common Areas; and for the payment of ad valorem taxes, in the event that Dade County should levy and bill the Association directly.

Section 3. Maximum Annual Assessments.

(a) The Board of Directors of the Association shall fix the assessments (not in excess of the maximums) which shall be an amount determined in accordance with projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. Until January 1, 1984, the maximum annual assessment shall be Seven Hundred Twenty (\$720.00) Dollars per Lot.

(b) From and after January 1, 1984, the maximum annual assessment may be increased each year without vote of the membership to reflect the increase, if any, in the Consumer Price Index, U.S. City Average, all items, published by the Bureau of Labor Statistics of the United States Department of Labor; or, if publication of such index is discontinued, the most nearly comparable successor index thereto. The maximum annual assessment shall be determined by multiplying the maximum annual assessment then in effect by the Consumer Price Index for the most recent month available and dividing the product by such index for the same month during the immediately preceding calendar year. No decrease in the maximum annual assessment shall be required because of any decrease in the Consumer Price Index.

(c) From and after January 1, 1984, the maximum annual assessment may be increased by more than the percentage increase in the Consumer Price Index by a vote of two-thirds of each class of membership at a meeting duly called for this purpose.

(d) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, on whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement including fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of each class of membership who are voting in person or by proxy at a meeting duly called for that purpose.

(e) Written notice of any meeting called for the purpose of taking any action authorized under this section shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following preceding meeting.

Section 4. Additional Assessments for the Master Homeowners Association or for Special Taxing District.

Funds necessary for the operation of a Master Homeowners Association, or assessments by Dade County pursuant to a Special Taxing District, shall be or may be levied as additional assessments upon no less than thirty (30) days written notice. Such assessments shall be paid for the operation of a Master Homeowners Association or a Special Taxing District established to pay taxes assessed against the Common Areas and/or to maintain and improve the said Common Areas.

Section 5. Rate of Assessment. All regular and special assessments shall be fixed at a uniform rate for each Lot; provided, however, that until such time as the Class B Membership converts to Class A Membership, the maintenance costs for the unsold lots chargeable to the Developer will be determined as follows: The total amounts charged for common expenses to Lot owners who have taken title to same will be deducted from the total common expenses as incurred by the Association and the difference will be paid by the Developer as its contribution to cover the common expenses for the unsold Lots. The Association shall have a lien upon all unsold Lots until such difference is paid; such lien to be enforceable in accordance with this Article. After the Class B Membership converts to Class A Membership, the Developer will pay the same assessment for common expenses on each of said Lots as every other owner. Nothing in this Section 5 shall be construed to require a Lot Owner other than the Developer to pay more than the maximum annual assessment in Section 3 above except in accordance with that Section. Nor shall this Section 5 be construed to require a Lot Owner other than the Developer to pay more than his proportionate share (based on the total number of Lots in Valencia) of the estimated operating budget for the year in question, which budget shall be determined as if all Lots in Valencia were occupied and the Association were in full operation.

Section 6. Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall commence on the date or dates (which shall be the first day of a

month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment. The assessments shall be payable in advance in one payment or in monthly or quarterly installments if so determined by the Board.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least 30 days in advance of such date or period; and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate, in writing, signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment; the Lien; Personal Obligation; Remedies of Association. If the assessments are not paid on the date when due, such assessments shall then become delinquent, and interest at the rate of six (6%) per cent per annum shall be added to such assessment. If the assessment is not paid within thirty (30) days after the due date, the Board of Directors of the Association, at its discretion, may upon five (5) days notice declare due and payable all assessments applicable to that Owner's Lot for the year in which the delinquency occurs. The assessment when due, the interest charge when imposed, and the accelerated assessment for the year if and when such assessments are accelerated, shall become a continuing lien on the parcel of real property in the hands of the Owner, his heirs, devisees, personal representatives, and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment was levied.

If the assessment is not paid within thirty (30) days after the due date, the Association may at any time thereafter (whether or not assessments for the year are accelerated) bring an action to foreclose the lien against the Lot in like manner to a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such assessment the Association's cost of preparing and filing the complaint in such action, all court costs, attorneys' fees and other legal costs, including attorneys' fees in connection with any appellate proceedings arising out of any suit for collection or enforcement. In the event a judgment is obtained, such judgment shall include interest

on the assessment (including all costs as described in the preceding sentence) from the date such action is filed.

Section 9. Subordination of Lien to Mortgages. The lien securing payment of the assessments provided for in this Article in favor of the Master Association shall be a lien superior to all other liens, save and except for tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Working Capital Contribution. All Class A Members will pay to the Association a three (3) month Working Capital Contribution to provide funds for prepaid expenditures. The Budget shall be so structured as to ensure the replenishment of this Fund during the course of each fiscal year.

Section 11. Collection of Assessments. The Association shall be responsible for the collection of the periodic assessments to the Association.

Section 12. Exempt Property. The Board of Directors of the Association shall have the right to exempt property subject of this Declaration from the assessments, charges, or liens created herein if such property is used (and so long as it is used) for any of the following purposes:

(a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All Private Drives and Common Areas as defined in Article I hereof; and

(c) All properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to swelling use shall be exempt from said assessments, charges or liens. Any owner of any exempted property shall not have any membership rights or obligations with respect to the exempted property as long as the property is exempted.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. Scope of Article IX. This Article shall apply to requirements of Owners to the exclusion of the Developer.

Section 2. Submission of Plans. No building, fence, wall, swimming pool, aerial, antenna, sewer, drain, disposal system, paving or other structure shall be commenced, erected, placed, or maintained upon any of the Properties, nor shall any addition to, or change or alteration therein, be made until the plans, specifications, and location of same (hereinafter referred to as the "Plans") shall have been submitted to the Architectural Review Board (hereinafter referred to as "ARB") of Valencia Homeowners Association, Inc., and approved in accordance with the procedure set out in Section 3.

Section 3. Procedure.

(a) The Owner seeking approval must obtain approval of the Plans by the ARB in writing before making the addition, change, improvement or alteration. The failure of the ARB to render a written decision within sixty (60) days after the submission shall be deemed to be approval of the Plans.

(b) In the event the ARB disapproves the Plans within sixty (60) days after the submission, then the Owner seeking approval must use the following appeal procedure in seeking a reversal of such decision:

(i) The Owner seeking approval must make a written request within thirty (30) days after the ARB's written decision of disapproval to the Board of Directors of this Association.

(ii) A reversal by such Board of the ARB's written decision of disapproval or a failure of such Board to render a decision within forty (40) days after such written request is received by such Board (which shall be deemed to be an approval by such Board of the Owner's request), shall be dispositive of the issue with respect to the necessity of the ARB's approval.

(iii) In the event that such Board approves the ARB's decision of disapproval, then such Owner shall have the right, upon making a written request to the Secretary within the required time for notice of membership meetings, to have the matter placed upon the agenda for the next membership meeting, to have the Board's decision reviewed by the membership of the Association.

(c) In the event the owner seeking approval fails to meet any of the time requirements above for appeal, then the decision of disapproval shall be deemed final and dispositive of the issue and such Owner shall have no

further right to have the matter considered.

Section 4. Criteria.

(a) The ARB shall adopt criteria from time to time for making decisions relating to approval or disapproval of additions, changes, improvements or alterations. Such criteria may be amended from time to time by the ARB. Each Lot Owner, his heirs, successors and assigns, (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) shall be bound by such criteria or any amendments or revisions thereof, notwithstanding the fact that such criteria, amendments or revisions are adopted after the Lot Owner purchases his Lot.

(b) Such criteria may include but shall not be limited to considerations as to size, style, color, conformity of design, location, relationship with surrounding structures, impact on neighboring Lots, aesthetic qualities and quality of construction.

(c) It is intended that the ARB have flexibility in determining criteria based on the existing structures at the time the members of the ARB are sitting; provided, however, that no amendments or revisions of the criteria shall be applicable to a request for approval of an addition, change, improvement or alteration received by the ARB prior to the adoption of such amendment or revision.

Section 5. Compliance with Law. Even though such addition, change, improvement or alteration had been approved, it shall conform to the applicable laws and codes then in effect promulgated by Dade County or its successor.

ARTICLE X

RULES, REGULATIONS AND RESTRICTIONS

Section 1. Rules and Regulations. Every Owner's use and enjoyment of his Lot shall be subject to such rules, regulations and restrictions as are adopted by the Board of Directors of the Association with respect to the use by an Owner of his Lot.

Section 2. Restrictions; Covenants Running with the Land. The Agreements, covenants, and conditions set forth in the rules and regulations adopted by the Board of Directors as set out in Section 1 hereof, shall constitute an easement and servitude in and upon the lands described in Exhibit A attached hereto, and every part thereof, and they shall run with the land and shall inure to the benefit of and be enforceable by the Association and/or the Owner(s) and failure to enforce any building restrictions, covenants, conditions, obligations, and reservations, rights, powers,

or charge hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not, however, give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

Section 3. Remedies for Violation. Violation or any breach of any condition, restriction or covenant set forth in said Rules and Regulations shall give the Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions, or covenants, and to prevent the violations or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Association in seeking such enforcement. The invalidation by any court of any of the Restrictions herein contained shall in no way affect any of the other Restrictions, but they shall remain in full force and effect.

Section 4. Transaction of Business by Developer. Notwithstanding any other provision in this Declaration, the Developer is irrevocably empowered to sell, lease, or rent Lots on any terms to any purchasers or lessees for as long as it owns any Lot in Valencia. The Developer shall have the right to transact any business necessary to consummate sales of said Lots, including but not limited to the right to maintain model Lots, have signs, have employees in the offices, use the Private Drives and Common Areas and show Lots. Sales office signs and all items pertaining to sales shall not be considered property of the Association and shall remain the property of the Developer.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions hereof shall run with and bind the properties, and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner subject to this Declaration, and their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, inless an instrument signed by the then owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however,

that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken; and unless such agreement has the written consent of Dade County.

Section 2. Notices. Any Notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Owners and thereafter, by an instrument signed by not less than seventy-five (75%) of the Owners. Developer shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein, or to change or add provisions to this Declaration for the purpose of meeting the requirements of governmental agencies, so long as such amendments do not materially affect the rights of unit Owners, lienors or mortgagees. Such Amendment need be executed and acknowledged by the Developer only, and need not be approved by the Association, Owners, lienors or mortgagees of units, whether or not elsewhere required for Amendments. No Amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection and the consent of the County Attorney of Metropolitan Dade County, if he determines such consent to be necessary.

Section 5. Annexation. Additional residential property, Private Drives and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 6. Withdrawal. Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Development Land from the provisions of this Declaration, provided that all Amendments to this Declaration shall require the prior written consent of Dade County.

Section 7. FHA/VA/FNMA/FHLMC 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: mergers and consolidations, mortgaging of Common Area, dedication to a public body of any Common Area, dissolution and amendment of this Declaration, and annexation. Further, the above actions will require prior approval of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, where either of such entities has an interest.

Section 8. Leases. Any lease agreement relative to any Lot shall be for a term of no less than four months and shall provide that the terms of the lease are subject in all respect to the provisions of this Declaration and that any failure by the lessee to comply with terms of such documents are a default under the lease. All leases shall be in writing with a copy to be sent to the Board of Directors.

Section 9. Encroachments. In the event any portion of any Lot encroaches upon the Private Drives and Common Areas as a result of the construction, reconstruction, repair, shifting, settlement or moving of any portion of the Properties, a valid easement for the encroachment, and for the maintenance of the same, shall exist so long as the encroachment exists. Likewise, if any portion of any roof or of any air conditioning equipment of any Unit overhangs and thereby encroaches upon the Private Drives or Common Areas, then a valid easement for the encroachment, and for the maintenance of same, shall exist so long as the encroachment exists.

Section 10. Cause of Action. The failure of any Unit Owner to comply with the provisions of this Declaration will give rise to a cause of action in the Association and any aggrieved unit Owner for the recovery of damages, or for injunctive relief, or both.

Section 11. Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer, the Master Association or the Architectural Review Board, such consent, approval, or action may be withheld (except as it relates to matters regarding taxes or maintenance) in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed by the Developer, the Master Association, or the Architectural Review Board, shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the sole and unfettered opinion of the Developer, the Master Association or the Architectural Review Board, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel of the Master Association rendered in good faith that a particular interpretation is not

unreasonable shall establish the validity of such interpretation.

Section 12. Effective Date. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Dade County, Florida.

IN WITNESS WHEREOF, The undersigned, being the Declarant herein, has hereunto set its hand and seal this 30th day of August, 1983.

Maria L. Hafner
Maria L. Hafner Secretary

THE BABCOCK COMPANY

By DeWayne L. Little
DeWayne L. Little
Vice President

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me, the undersigned authority, this 30th day of August, 1983, by DeWAYNE L. LITTLE and MARIA L. HAFNER, Regional Vice President and Secretary, respectively, of THE BABCOCK COMPANY, a Florida corporation, authorized to transact business in Florida, on behalf of that corporation.

Ortha E. Decker-Soria
Notary Public
State of Florida at large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 28 1984
BONDED THRU GENERAL INS. UNDERWRITERS

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.

OFF REC 12117 PG 841

CONSENT OF MORTGAGEE

The undersigned hereby certifies that it is the holder of mortgages encumbering the property described in Exhibit "A" of the foregoing Declaration of Restrictions and Protective Covenants for VALENCIA HOMEOWNERS ASSOCIATION, which mortgages are recorded in the Official Records Book 11560, page 349, of the Public Records of Dade County, Florida, and hereby consents to the recordation of the foregoing Declaration.

IN WITNESS WHEREOF, the undersigned has further caused this Consent to be executed in its name, and its corporate seal to be hereunto affixed by its proper Officer thereunto duly authorized, on this 9th day of Sept., 1983.

WALTER E. HELLER & COMPANY
SOUTHEAST, INC.

By Jack A. Furman
Vice President



STATE OF FLORIDA)
) SS
COUNTY OF DADE)

Before me, the undersigned Notary Public, personally appeared

JACK A. FURMAN, to me well known to be the individual described in and who executed the above Consent as Agent for WALTER E. HELLER & COMPANY SOUTHEAST, INC., a corporation organized under the laws of the State of Louisiana, and who acknowledged to and before me that he executed such instrument under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and seal this 9th day of SEPT. August, 1983.

My Commission Expires:

Lester A. Burkhardt
Notary Public State of Florida

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

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR 15 1985
BONDED THRU GENERAL INS. UNDERWRITERS



OFF. REC. 12424PG2534

CERTIFICATE OF AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VALENCIA HOMEOWNERS ASSOCIATION, INC.

WHEREAS, The Babcock Company, as Developer, did April 16, 1984, record in the Public Records of Dade County, Florida, the Declaration of Covenants, Conditions and Restrictions for Valencia Homeowners Association, Inc. (hereinafter referred to as "Declaration") at Official Records Book 12117, Page 824; and

WHEREAS, The Babcock Company is the sole owner of the property subject to the Declaration, which property is legally described in Exhibit "A" of the Declaration; and

WHEREAS, certain amendments are necessary and must be made to the Declaration before a governmentally related lending institution will accept the property subject to the Declaration for financing; and

WHEREAS, The Babcock Company, as Developer, has the power pursuant to Article XI, Section 4 of the Declaration to amend the Declaration for the purpose of meeting the requirements of governmental agencies;

NOW THEREFORE, The Babcock Company, as Developer, hereby amends the Declaration as follows:

1. Article II, Section 1. The Existing Section 1 shall be deleted and the following language shall be substituted in its stead:

Section 1. Title To Common Areas Prior to conveyance of the first lot, the Developer shall convey and transfer the record fee simple title to the private drives and common areas, free and clear of all liens and encumbrances, however, subject to conditions, limitations, restrictions, easements and reservations of record, to the Association.

2. Article VIII. The following Section 13 shall be added to Article VIII after Section 12 (c) and before the last paragraph of Article VIII which reads "Notwithstanding any provision ... property is exempted." Section 13 shall read as follows:

Section 13. Effect of Developer Notwithstanding any provisions to the contrary that may be contained in this Declaration, for as long as Developer is the owner of any lot or unit, the Developer shall not be liable for assessments against such lot or unit, provided that Developer funds any deficit in operating expenses of the Association. However, in no event shall the Developer contribute less than twenty-five (25%) percent of such assessment, nor shall Developer be required to fund a deficit greater than one hundred (100%) percent of the approved assessment. Developer may at any time commence paying such assessments as to lots or units that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

3. Article VIII, Section 3. The existing subsections (b) and (c) of Article VIII, Section 3, are hereby deleted. New subsections (b) and (c) shall be added to the Declaration and shall read as follows:

(b) from and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership.

(c) from and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above fifteen (15%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

4. Article VIII, Section 4. This Section 4 is revised to read as follows:

Section 4. Additional Assessments for the Master Homeowners Association. Funds necessary for the operation of a Master Homeowners Association shall be or may be levied as additional assessments upon no less than thirty (30) days written notice. Such assessments shall be paid for the operation of a Master Homeowners Association to pay taxes assessed against the common areas and/or to maintain, insure and improve the said common areas.

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THIS Amendment is executed by The Babcock Company this 19th day of February, 1985.

Witness:

Maria Elena Bravo

Paul R. [Signature]

THE BABCOCK COMPANY

[Signature]
Vice President

Maria L. Hafner
Secretary



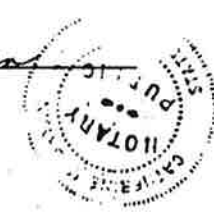
STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized in the State and County last aforesaid to take acknowledgements, personally appeared DeWayne L. Little and Maria L. Hafner, duly authorized officers of The Babcock Company, who acknowledged before me that they executed the foregoing instrument and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of February, 1985.

Catherine M. Bryan
Notary Public

My Commission Expires:



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

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.



CER 101 Rev 12-80

Secretary of State

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ARTICLES OF INCORPORATION
OF
VALENCIA HOMEOWNERS ASSOCIATION, INC.

SEP 9 2 12 PM '83
FILED
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 1, 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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3/14/84

clearance, elevation, and location of, and landscaping around, buildings of any type, including walls, fences, antenna, wires, 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
Coral Gables, FL 33146

Howard B. Brookins

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

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
Vice President
Secretary
Treasurer

DeWayne L. Little ✓
Howard B. Brooks ✓
Maria L. Hafner ✓
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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J-A
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.

1. Commission Expires:

[Signature]
Notary Public
State of Florida
50418
STATE OF FLORIDA




CFN 2013R0202688
OR Bk 28532 Pgs 2123 - 2126 (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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J.A
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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 MAR 15 2013 day of
MAR 15 2013, A.D. 20
WITNESS my hand and Official Seal
HARVEY RUTIN, 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:



Witness:




Witness:



Witness:

VALENCIA HOMEOWNERS
ASSOCIATION, INC.


By: OLGA BOSTICK
As President

Attested to by:

MARIAN WELLS
As Secretary:

Corporate Seal

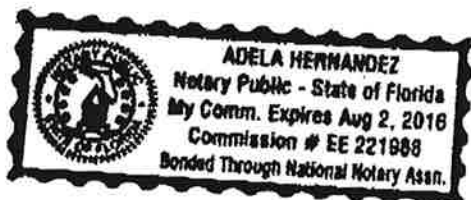
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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



BY-LAWS
OF
VALENCIA HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is VALENCIA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association". The principal office of the Association shall be located at 1500 Monza Avenue, Coral Gables, Florida, but meetings of members and directors may be held at such places within the State of Florida, County of Dade, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to VALENCIA HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map for the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to The Babcock Company, its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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J.A
3/4/94

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Public Records of Dade County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on any day of the same month each year thereafter, at the hour of 7:30 o'clock P.M.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the Meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

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S.A.
3/4/24

ARTICLE IV

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors composed of not less than three (3) members, but as many members as the Board of Directors may from time to time determine.

Section 2. Term of Office. At the first Annual Meeting held after turnover of the Association by the Developer, the owner-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; and at each Annual Meeting thereafter, the Members shall elect the appropriate number of directors for a term of three years.

Section 3. Removal. Any Director not elected by the Developer may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

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J-A.
3/14/94.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee appointed by the Board of Directors. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more other members of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations will be made from among Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast; in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these

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By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any Special Meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Member subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of the certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

J.A.
3-14-94.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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J.A.
3/4/44.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and

resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

Corresponding recording

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer.

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the membrs.

*J.A.
3/4/94*

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

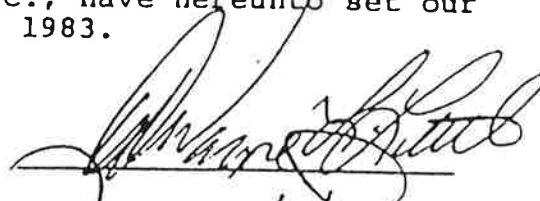
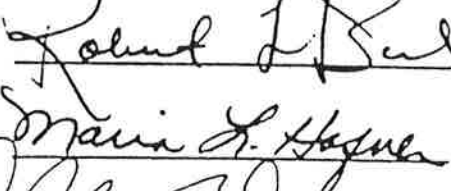

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of VALENCIA HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 29th day of November, 1983.

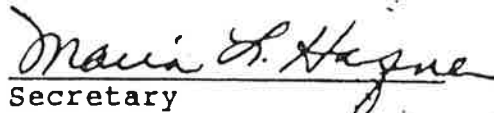

Robert L. Burt

Maria G. Hagne

Mylen F. Duley

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of VALENCIA HOMEOWNERS ASSOCIATION, INC., a Florida Corporation; and THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 29th day of November, 1983.

X
S.A
5/4/94.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 29th day of November, 1983.


Secretary

DEED OF EASEMENT

The undersigned owner(s) of the premises herein described ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are acknowledged, hereby grant, sell and convey to Southern Bell Telephone and Telegraph Company, a Georgia corporation authorized to do business in Florida, whose post office address is c/o Tax Supervisor, 1155 Peachtree Street, N.E., Room 15H08, Atlanta, Georgia 30367-6000, its successors, assigns, and affiliated and associated companies ("Grantee"), an exclusive easement for the construction, operation and maintenance of:

1. Telecommunications electrical equipment structure(s) commonly described as controlled environmental vault(s) or substantially similar equipment structures;
2. Poles, guys, anchors, aerial cables and wires;
3. Buried cables and wires, cable terminals, markers, splicing boxes and pedestals;
4. Conduit, manholes, underground cables and wires;
5. Driveways or other vehicular access; and
6. Other amplifiers, boxes, appurtenances or devices;

as well as appurtenant facilities reasonably required for the support, use, operation and maintenance of such equipment structures to be installed from time to time with the right to reconstruct, improve, add to, enlarge and remove the same on, in or over the premises described in the attached Exhibit "A" ("Premises").

Grantee may allow any other person to construct wires or lay cable or conduit within the Premises for water, communications or electric power transmission or distribution. Grantee shall have the right of ingress, egress and regress to and upon the Premises at all times for the purposes of installing, constructing, operating, inspecting, maintaining and repairing its facilities. The Grantee shall have the right to clear and keep the Premises clear of all trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the Premises which might interfere with the lines or systems of communication or electric power serving the Grantee.

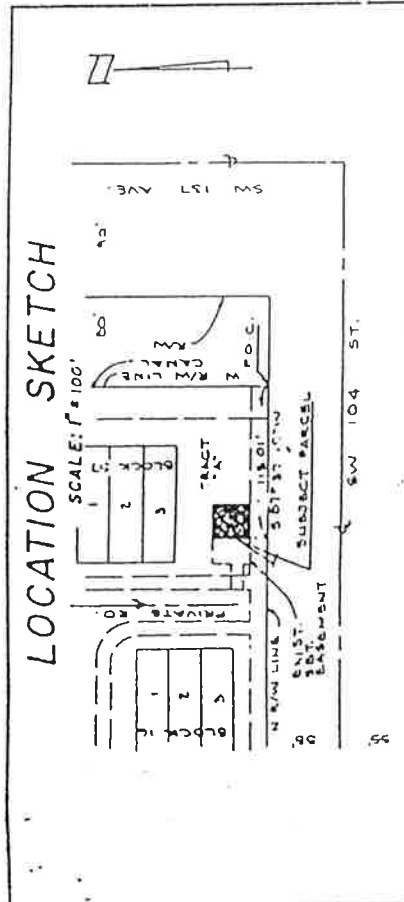
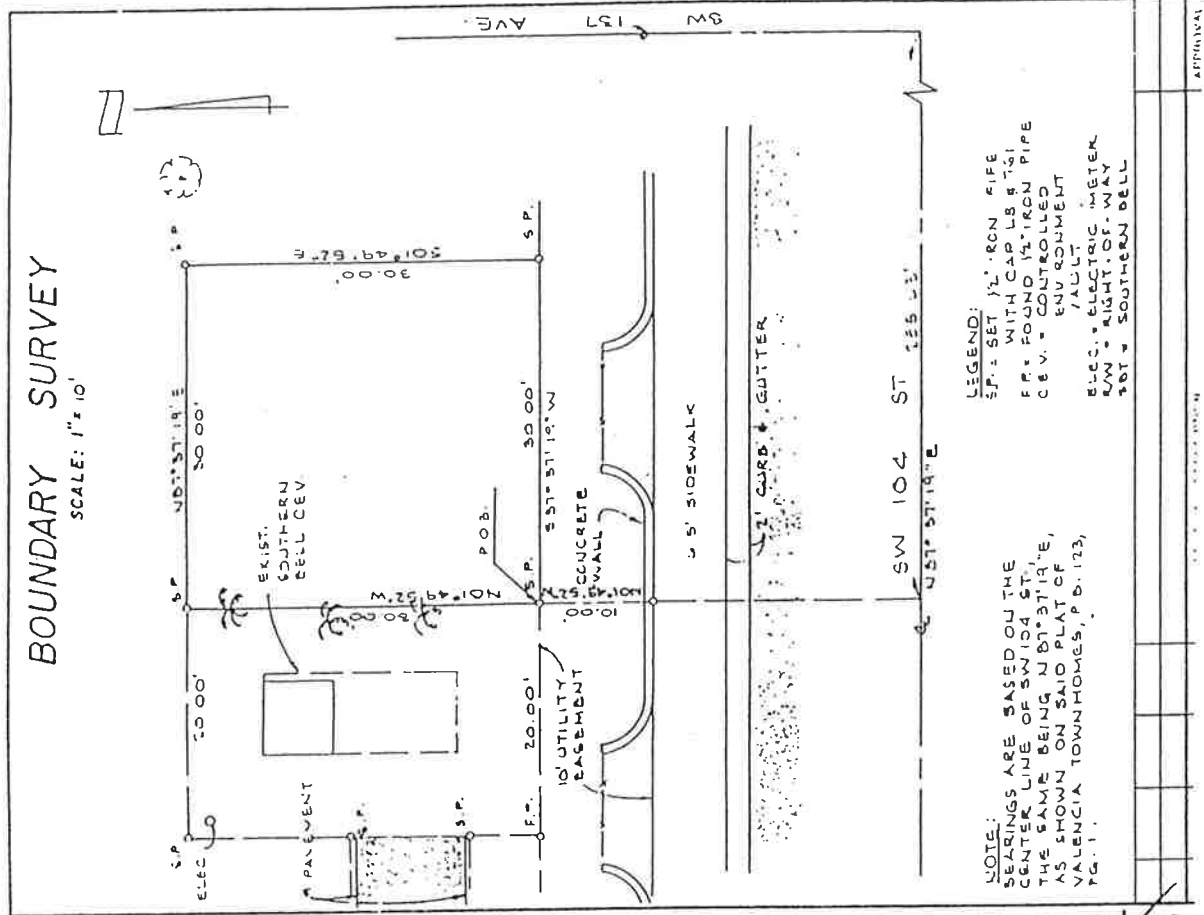
The grant of this easement shall in no way restrict the right and interest of the Grantor in the use, maintenance and quiet enjoyment of the Premises to the extent that such use does not interfere with the rights granted herein. Any ad valorem taxes accruing from Grantee's improvements shall be chargeable to and paid by Grantee when due if separately assessed by the taxing authority as personal or real property of the Grantee. The Grantee shall be liable for personal injuries and any damage to real or personal property that may result from its use of the Premises, and shall indemnify the Grantor in the event the Grantor is required to pay any claim arising from such use by Grantee.

This easement shall run with the land in perpetuity and shall be binding on and shall inure to the benefit of the parties hereto, their successors or assigns.

Grantor covenants that Grantor is the fee simple owner of the Premises, has full right, title and capacity to grant this easement, that the Premises are free and clear of any encumbrances or liens of whatsoever character.

This instrument prepared by:
Robert L. Jamerson, Jr., Esq.
Sutton, Jamerson & Mullin, P.A.
2655 LeJeune Road, Penthouse II
Coral Gables, Florida 33134

EXHIBIT "A"



LEGAL DESCRIPTION

A portion of Tract "A", VALENCIA TOWNHOMES, according to the Plat thereof, as recorded in Plat Book 123, Page 1 of the Public Records of Dade County, Florida, more particularly described as follows: Commence at the intersection of the North Right-of-Way line of S.W. 104 Street with the West Right-of-Way line of the Canal East and adjacent to the above mentioned Plat; thence run South 87°37'19" West along said North Right-of-Way line of S.W. 104 Street and the South line of said Tract "A" for 115.61 feet; thence run North 01°49'52" West for 10.00 feet to the POINT OF BEGINNING of the herein described parcel of land; thence continue North 01°49'52" West for 30.00 feet; thence run North 87°37'19" East for 30.00 feet; thence run South 01°49'52" East for 30.00 feet; thence run South 87°37'19" West along a line 10.00 feet North from and parallel to the North Right-of-Way line of S.W. 104 Street and South line of said Tract "A" for 30.00 feet to the POINT OF BEGINNING.

For: SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

SKETCH NO. 29562
E. R. BROWNELL & ASSOCIATES, INC.
3152 Coral Way
Miami, Florida 33145
Phone 446-3511
Fax 444-2034

THIS IS TO CERTIFY to the above named firm and/or persons that the "BOUNDARY SURVEY" of the herein described property is true and correct to the best of our knowledge and belief as recently surveyed and plotted under our direction; also that there are no visible encroachments other than those shown. The legal description contained herein was furnished by owner or his representative. Other recorded instruments may affect this property. Surveyor has not examined the abstract of title. Location of utilities on or adjacent to the property were not located unless specifically requested by owner. This survey meets the Minimum Technical Standards set forth by the FOLS pursuant to Chapter 472.027, Florida Statutes.

Date 1-28-91
F.B. No. SBT 134-75
Job No. SD-148
This drawing is the property of
E. R. Brownell & Associates, Inc.
Reproductions of this drawing are not valid
without written permission of the firm.
E. R. BROWNELL & ASSOCIATES, INC.
Thomas Brownell
Professional Land Surveyor # 2891
State of Florida

SKETCH NO. 29562

Page 2 of Deed of Easement
From: Valencia Homeowners Association, Inc.
To: Southern Bell Telephone
and Telegraph Company

IN WITNESS WHEREOF, the undersigned Grantor has executed this
Deed of Easement this 1 day of ~~September~~ OCTOBER 1991.

Signed, sealed and delivered
in the presence of:

GRANTOR:

VALENCIA HOMEOWNERS ASSOCIATION,
INC., a Florida corporation not
for profit
c/o Land Cap
12000 S.W. 114th Place
Miami, Florida 33176

Joseph Sludger
Name: Joseph Sludger

Charles K. Brundage
Name: Charles K. Brundage

By: Michael Perse
Michael Perse, President

By: Olga Bostick
Olga Bostick, Secretary

(Corporate Seal)

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this
1 day of ~~September~~ OCTOBER 1991 by Michael Perse, President of
Valencia Homeowners Association, Inc., a Florida corporation not
for profit.

Nancy S. Suits
Name: NANCY S. SUITS
Notary Public

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 9, 1993 (Official Seal)

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this
1 day of ~~September~~ OCTOBER 1991 by Olga Bostic, Secretary of Valencia
Homeowners Association, Inc., a Florida corporation not for profit.

Nancy S. Suits
Name: NANCY S. SUITS
Notary Public

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 9, 1993 (Official Seal)



VALENCIA

VALENCIA HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

(REVISED SEPTEMBER 2020)

The Valencia Board of Directors, Committee Members and Management work together to update the Rules and Regulations annually. **Please review the contents and keep this document handy for reference.**

ALL RESIDENTS (owners and all other residents; i.e., tenants, tenant's guests, and relatives), shall be governed by the obligations and duties set forth in the Valencia Homeowner's Association, Inc., Articles of Incorporation, the By-Laws, the Declaration and Covenants, Conditions and Restrictions, and any amendments thereto, (here and often times collectively referred to as the "Documents") and these following rules and regulations:

1. ARCHITECTURAL EXTERIOR OF UNIT

ALL MODIFICATIONS (ALTERATIONS), including repairs and or replacements of roofs, fences, trellises, windows and doors to the exterior of any unit or upon any lot must HAVE PRIOR WRITTEN APPROVAL from the Association's Architectural Review Board or Board of Directors, and comply with Miami-Dade County Building and Zoning regulations, including required permits. It is the homeowner's responsibility to submit plans detailing exactly all proposed modifications and appropriate approved Miami-Dade County Permits.

ALL MODIFICATIONS/REPAIRS MUST BE COMPLETED, WITHIN SIXTY (60) DAYS FROM RECEIPT OF WRITTEN APPROVAL. Upon issuance of approval by the Architectural Review Board or Board of Directors, the HOMEOWNER MUST FURNISH the approval with a COPY OF THE APPROVED PERMIT from Miami-Dade County Building and Zoning, PRIOR TO THE START OF ANY CONSTRUCTION.

ANY MODIFICATION THAT REQUIRES A PERMIT made within the community WITHOUT THE APPROVAL of Miami-Dade County Building and Zoning will result in a complaint filed with Miami-Dade County.

The Homeowner will be responsible for all costs incurred by the Association in the event a modification request requires the Association to obtain the professional services of an engineer or architect, to determine the structural or design integrity of that modification.

- 1.1. **Entryways Tiles** must be the exterior non-slip type; color approved by architectural request and not exceed 324 square inches in size (e.g. 18 x 18). Tiles must cover the entire walkway from the front door to the edge of the driveway and must be level with the driveway to prevent tripping.
- 1.2. **Concrete Patios** must be installed with proper slope and water drainage. Plans or sketch of the layout must accompany the Architecture Modification Request (AMR). Wood decks are NOT permitted.
- 1.3. **Mansard Style Screen Enclosures** only are permitted. Style and color must be identical to existing enclosures in the community.
- 1.4. **Rain Gutters** must be 6" aluminum continuous gutters, matching the exterior color of the house trim and wall, and installed in approved location. You can find the current Valencia approved colors on the Valencia website or contact the Management Company for more information.

Note: Enforcement of the Rules and Regulations may result in legal action and/or fines at the expense of the owner.

- 1.5. **Window Security Bars** are permitted on the FIRST FLOOR ONLY and must be flush mounted to the exterior wall or may be placed inside the interior window frame. Windows with security bars should have quick-release devices to allow them to be opened immediately in an emergency. These devices operate from inside and allow the bars to be opened for emergency escape without compromising the security of your home. The quick-release devices should be easy to open without the use of a key, detailed knowledge, or great physical effort. Release devices vary by region and manufacturer. Contact your local fire department on a non-emergency number for information on approved release devices available in your area.
- 1.6. **Front Doors**
 - 1.6.1. **Front doors** must be solid doors painted in the community color scheme for doors. Homes with door sidelites must be clear, bronze tint, or "low e" green tint glass. Doors may have a light opening feature / glass insert on the top quarter of the door in the form of an arch in keeping with the community architecture. Full glass doors are not permitted.
 - 1.6.2. **Security doors** are permitted at the front door. Not permitted: storm or screen doors.
- 1.7. **Aluminum Accordion Style Shutters and Storm Panels** for windows and sliding glass door protection must meet Miami-Dade County Building and Zoning requirements. Storm panel tracks must be painted to match the color of the exterior stucco. Shutters may be closed only during a tropical storm or hurricane emergency. BAHAMA SHUTTERS are not permitted.
- 1.8. **Exterior Flood lights** (one single fixture with either single or double lights) may be placed only under the corner soffit (eaves) of the wood trim. The fixture color must closely match Valencia's official paint color of the soffit. No lights are permitted on the exterior stucco. Light bulbs must be either Quartz, Halogen, LED or spot (white bulbs) lights and not directing light into neighboring units. NO MERCURY VAPOR LIGHTS.
- 1.9. **Alarm Boxes** must be installed within the structure of the attic space or vents, and not on the exterior stucco. Alarm Company signs will be kept out of sight. Window decals, no larger than 3 x 5 inches in size, may be placed on the first-floor courtyard windows.
- 1.10. **Satellite Dishes** are not to exceed 22 x 32 inches in size. After receiving Architectural approval, dish may be installed only in the rear of the townhouse and below the fence line. No installation on roof, fascia board, eaves, privacy fence or walls.
- 1.11. **Front Courtyard Trellises** must be repaired or replaced with dimensional cut, rough sawn Cedar lumber. NOT Permitted: Pressure Treated Pine Lumber. It is suggested that the wood be painted prior to assembling on house.
- 1.12. **House Numbers** must be constructed of the original ceramic/clay tiles or black metal/plastic, no larger than 4" individual size, and placed vertically on the front pillar with light post. Numbers must be clear of any obstruction such as shrubs or objects. Any other types of numbers require prior Architectural approval.
- 1.13. **All statues, lawn ornaments**, etc. must be displayed within the homeowner's courtyard fence.
- 1.14. **"For Rent" or "For Sale" Signs** must be placed on a five (5) foot stake, no larger than forty (40) square inches (8"x5"), and installed a maximum of five (5) feet from the street. Only one (1) sign with no additional riders attached will be permitted. Any signs in violation will be removed by management. Signs must be removed immediately upon the sale or rental of the unit.
- 1.15. **Aluminum roof or sheds** of any type are NOT permitted.

Note: Enforcement of the Rules and Regulations may result in legal action and/or fines at the expense of the owner.
www.valencia-hoa.com



- 1.16. **Window or wall air conditioning** units may not be installed in any unit.
- 1.17. **No clothes poles** or clothes hanging devices may be erected.
- 1.18. **Water refinements** (water softeners) can be installed within the homeowner's garage. Refinements, drainage or overflow cannot be discharged onto driveways, adjacent properties or common areas.
- 1.19. **All major landscaping changes require prior approval. Trees or plants not permitted:** Areca Palms, Bayonet, Black Olive, Fichus, Fruit bearing trees or plants, Coconut Palms or Queen Palms. Homeowner is responsible for the maintenance of their landscaping within the courtyard and outside of the courtyard.
- 1.20. **All trees and foliage in the common areas are maintained by the Association.** Prior approval is required from the Board if a homeowner wishes to plant a tree in the common areas. Repair cost for damage to sprinkler, water and/or sewer lines by a homeowner will be charged to the homeowner.
- 1.21. **All objects foreign to the architectural exterior will be kept out of sight,** including all toys, children, or adult (bicycles, skateboards, etc.). Swings are *not* permitted in the front courtyard. Basketball hoops or stands with hoops are *not* permitted on patios, driveways, streets or mounted to the exterior walls at any time.
- 1.22. **Garage doors** will remain in the closed position, when not entering, exiting, or working in the garage.
- 1.23. **Windows**
- 1.23.1. **Window replacement** requires a request for architectural modification of unit. Replacement windows must follow guidelines as stated in the association web site and comply with Miami-Dade County NOA requirements (Hurricane Impact). All exterior frames will be bronze in color and glass color will be limited to clear, bronze tint, or "low e" green tint. Window replacement must be completed within 60 days from receipt of written approval.
- 1.23.2. **Window treatments:** Privacy covering of a window or door may not be of aluminum foil, cellophane, vinyl, or bed sheets. All windows and doors should have window treatments to prevent clear views into the home from the outside.
- 1.24. **Garden Torches** or any flame burning devices are *not* allowed in the courtyards, walkways, or patios.
- 1.25. **Environmental Code for Street Drains:** Dumping of any chemicals (paints, vehicle oil, insecticides) in the drains is prohibited. Violators will be fined by the Division of Environmental Resources Management (DERM).
- 1.26. Residents will be responsible for any damages or violations committed by their guests.
- 1.27. **Reroofing or repairs** require Architectural Approval prior to commencement. Repairs must be made with the approved shingles and color. If a roof tarp is needed to protect your roof prior to the re-roofing or repairs a notification to the Management Company is required immediately via a Roof Tarp Form. Roofs that are contiguous on flat surfaces, valleys or peaks on slope of shingle surface requires adjacent house to reroof at the same time. See Valencia roofing specifications for details. NO EXCEPTION. SEE ARTICLES OF DECLARATION, COVENANTS AND RESTRICTIONS.

Note: Enforcement of the Rules and Regulations may result in legal action and/or fines at the expense of the owner.

www.valencia-hoa.com



- 1.28. **Canopies/Gazebos:** No larger than 12' x 12', canvas color should be earth tones similar to paint scheme of homes beige, brown, dark blue, red, orange, dark green and must be replaced when appearance of ripping or damaged is noted. Frame must be secured to prevent toppling and damage to adjacent properties. In the event of high winds or hurricane warnings, canopies/gazebos must be dismantled. Homeowner is responsible for any damages to other property.
- 1.29. **Flags:** The installation of the flag of the United States of America (i.e. American flag), up to three feet (3') by five feet (5') in size, posted on a three-foot (3') pole and attached at a forty-five-degree (45°) angle from the home is permitted. It must not block in any way the house numbers. It cannot be installed on a shared column. No other flags are permitted. No in-ground flag poles are permitted.

2. SWIMMING POOL

- 2.1. **Pool Hours:** Pool will be open daily from 8:00 a.m. to dusk. NO LIFEGUARD ON DUTY. Pool entrance and bathroom doors will always be kept locked. Resident issued pool key will be needed during pool hours.
- 2.2. **Persons using the pool do so at their own risk.** The Board of Directors or Management Agent firm or the Association will not assume responsibility for any homeowner, resident, or guest's personal safety. **Posted Pool Rules will be observed at all times.**
- 2.3. Anyone with an illness, have skin cuts or open sores, is not allowed in the pool.
- 2.4. **CHILDREN UNDER FIFTEEN (15) YEARS must always be accompanied by a responsible adult.**
- 2.5. **DIAPERS** (cloth or disposable), infants must wear either little swimmers or tight-fitting rubber pants.
- 2.6. **ROUGH-HOUSING** in or out of the water is **not permitted.**
- 2.7. **DIVING OR JUMPING** into water from furniture, pool railings, pool house roof, or other objects is **not permitted.**
- 2.8. **RUNNING or PUSHING** on the pool deck is not permitted.
- 2.9. **RAFTS, INNER TUBES, GLASS CONTAINERS, ALCOHOL BEVERAGE, OR FOOD of any kind is not permitted.**
- 2.10. **ANY and ALL PETS** are not permitted within the gated pool area.
- 2.11. **PRIVATE PARTIES,** in or around pool area are not permitted.
- 2.12. **TRESPASSING AND/OR LOITERING IS PROHIBITED** after closing of pool hours.
- 2.13. **ENTERING POOL AREA BY CLIMBING THE FENCE, TREES, AND POOL HOUSE is not permitted.**

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- 2.14. **Residents must always accompany their guests** and are responsible for damages or violations.
- 2.15. **Proper pool attire is required**, and everyone must shower before entering pool.
- 2.16. **No wheeled vehicles, or carts** are allowed in the pool area except wheelchairs and infant strollers.
- 2.17. **Lower Audio:** Radios, smartphones, or any type of audio device must be turned down to a volume loud enough for listening within your personal space only (i.e. headphones). Audio volume should not be loud enough to disrupt other pool users.
- 2.18. **All litter must be deposited in trash containers.** Pool users will always be responsible for keeping the pool area clean.
- 2.19. **LIFE SAVING EQUIPMENT located in the pool area, will be used during an EMERGENCY situation, and not as non-emergency swimming aid.**
- 2.20. Pool furniture must not be removed from the pool area.
- 2.21. The pool house and gates should be kept locked at all times.
- 2.22. Enter and exit pool area through gates only by using the key provided.

3. PETS

- 3.1. No animals, livestock, or poultry of any kind may be raised, bred, or permitted in any Unit. Large feather winged vertebrates may **not** be raised or bred. Must be kept inside the unit and not left on patios, courtyards, or allow their "squawking" to disturb the adjoining units or community.
- 3.2. No pets shall be kept, bred, or maintained for commercial purpose.
- 3.3. Pet owners must have control of their pets at all times. Pets are *not* allowed to be left unattended so as to cause disturbance (barking, etc.) to the adjoining units, neighbors or community. **This includes courtyards, back patios, and garages.**
- 3.4. **Dogs** must always be on a leash and accompanied by their owner when they are being walked in the common areas. Violators may be subject to fines of \$100 or more.
 - 3.4.1. Miami-Dade County Code Chapter 5, especially section 5-20 for Regulations on dogs in public areas and section 5-21 for **Tethering of dogs** will be enforced by the Association.
- 3.5. The following designated areas have been established for walking pets: Pocket parks located at the front entrance, the area west of the pool house, the AT&T Utility right of way, and the islands located on 137 Place and 137 Court.
- 3.6. Pet owners must carry a "scooper" or other alternative means to dispose of waste when walking their pets. Dog waste removal stations have been placed throughout the community for proper disposal of waste. Removal of your pet's waste is a Miami-Dade County Ordinance (see posted signs). Violators will be subject to fines.

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- 3.7. Pet owners are financially responsible for any damage caused by their pet.
- 3.8. **American pit bull terriers, American Staffordshire terriers, Staffordshire bull terriers, Rottweiler or Perro de Presa Canario breeds** or any other dog that substantially conforms to these breed characteristics are prohibited.
 - 3.8.1. Dogs that are deemed in violation of Miami-Dade County Code Chapter 5 (section 5-17) regarding "pit bull" dogs should be reported to Miami-Dade County Animal Control Officers.
- 3.9. Dogs and cats must have current vaccination tags.
- 3.10. Dogs, cats, or other common household pets are permitted, and must be kept within the owner's residence. Dogs must not exceed a total number of two (2) and no more than 80 pounds each.
- 3.11. **Do not leave food outside as it attracts rodents.**

4. VEHICLE PARKING

- 4.1. All resident vehicles will be parked either in the garages or on the driveways serving the units. All vehicles must display a current/valid registered license tag. Parked vehicles with invalid/expired tags will be towed within a 48-hour notice.
- 4.2. Any disabled vehicle (mechanical or crash damage), must be parked entirely within the garage. Storing of such vehicles on driveways is prohibited and will be towed within a 48-hour notice.
- 4.3. Parking of a vehicle with any type of automotive fluid leak on driveways or "Guest" parking spaces is prohibited, and subject to be towed at owners' expense. Homeowners' will be held responsible for the cost to repair or clean surfaces of driveways or asphalt areas.
- 4.4. Parking spaces designated for "Guest" parking are not to be used by homeowners or residents, and may be towed away at owner's expense.
- 4.5. Any commercial vehicle or vehicle that gives the appearance of commercial vehicles (ladders, lettering, racks, tubes, etc.), tractors, and trailers, with or without wheels) must be parked entirely within a garage. Any commercial vehicle left on a driveway overnight is subject to immediate towing at the owner's expense.
- 4.6. No vehicles larger than 3/4 ton are allowed to be parked or stored in the community.
- 4.7. Any disabled vehicle or with an expired tag must be parked entirely within the garage.
- 4.8. Boats, trailers, and recreational vehicles may be temporarily parked on the unit driveway for loading and unloading. NO overnight driveway parking or parking in the guest parking or grass.
- 4.9. Residents, guests or contractors are not to park across the driveway, on the lawn areas or in the street. Vehicles will be considered illegally parked and subject to be towed at owner's expense.
- 4.10. Abandon or appearance of, and unauthorized vehicles will be towed away at owner's expense within 48 hours.

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- 4.11. Car covers are not permitted.
 - 4.12. Damage done by a neighboring units car parked in any driveway is the responsibility of the homeowner where such car is parked unless the car is parked in that driveway without the consent of the homeowner. At that point, the owner of the parked vehicle is responsible for the damage done to the unit driveway.
5. **CAR REPAIRS** – HOMEOWNERS OR TENANTS MAY REPAIR an automobile if all the following requirements are met per by County Zoning Codes:
- 5.1. Homeowner or tenant must own the vehicle.
 - 5.2. Repairs may only be conducted during daylight hours.
 - 5.3. Only minor repairs such as the changing of tires, batteries, replacement of brakes and engine tune-ups can be done. These repairs must be completed within 72 hours.
 - 5.4. No vehicles placed on jacks or ramps in the driveways, when not working on vehicle. Keeping vehicles on jacks or ramps overnight is NOT permitted.

6. COMMON AREAS/RECREATION AREAS

- 6.1. The Common Areas and walks (as defined in Art. I, Sec. 5 of the Declaration, Covenants, Conditions and Restrictions) are maintained by the Association, are for the use of foot traffic only. Wheelchairs and baby strollers are permitted in this area; all other wheeled vehicles are prohibited.
- 6.2. All persons using the common areas will do so at his/her own risk.
- 6.3. Children under the age of 15 must have adult supervision at all times.
- 6.4. Children playing in the street or conducting recreational activities in the street or common areas are the sole responsibility of their parents or legal guardian. Organized ball games such as soccer, football, baseball, softball, etc. shall be played in the community designated recreational areas/pocket parts at the entrance and the area west of the pool house.

7. SAFETY

- 7.1. Residents must use their unit and all common areas in such a manner as not to disturb or become a nuisance to other residents.
- 7.2. No unit shall be used, in whole or in part, for the storage of any property or item that will cause such Unit to appear to be unclean or in an untidy condition or that will be displeasing to the eye; nor shall any substance, item, or material be kept upon any Unit that will emit foul or obnoxious odors or that will or might disturb the peace, quiet, safety, comfort, or serenity of the residents of surrounding property.
- 7.3. MOPEDS, SEGWAY, GO-CARTS, MINI-BIKES, OR ANY TYPE OF SMALL MOTORIZED OR BATTERY-OPERATED VEHICLE (i.e. BARBIE CARS OR SIMILAR), ARE PROHIBITED in the community.

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- 7.4. Speed Limit of 15 MPH is to be strictly observed.
- 7.5. FPL Electrical Transformer (green boxes) located throughout the community contain "high voltage" and the caution signs must be observed. Do not sit or congregate on or around the transformers.
- 7.6. Pedestrians entering the community should be enter through pedestrian gate only. Pedestrians entering the community via any other means is strictly prohibited.

8. GARBAGE

- 8.1. Garbage and Recycle containers will be kept totally out of sight from the view of neighboring units, streets, and property located adjacent to the unit. Storing of garbage containers and recycle bins in the courtyard is prohibited.
- 8.2. All garbage and trash will be placed in the garbage container. All county waste regulations are to be followed.
- 8.3. Garbage shall be placed out for collection either the MORNING OF OR THE NIGHT BEFORE, the scheduled Tuesday or Friday pickup. All empty garbage bins are to be removed from the front of the property and stored out of sight no later than 11:00 P.M. the day of pickup.
- 8.4. Trash that cannot be placed in the garbage containers must be placed in a contractor's trash bag (55-GAL Black Trash Bag) and placed next to the garbage for collection as per Miami-Dade County regulations or must be taken promptly to the county facility. Failure to comply will result in the unit owner being billed for the removal.
- 8.5. Items such as appliances/furniture, etc. for Miami-Dade County Waste Management to pick up must be scheduled 30 days in advance with Waste Management, contact 311 for scheduling. Items left at curbside after 7 days, will be picked up and the homeowner's account will be charged for disposal.
- 8.6. Recycle (blue) containers should be placed for collection either the MORNING OF OR THE NIGHT BEFORE, once every two weeks on Tuesday. All recycling bins are to be removed from the front of the property and stored out of sight no later than 11:00 P.M. the day of pickup.
- 8.7. Limbs and trash clippings may be placed in the green garbage containers for regular pick up, if placed in large plastic bags. Bulk should not be over 3 ft. long and 50 lbs. in weight.
- 8.8. If replacing a damaged Trash or Recycled Bin contact Miami-Dade Solid waste for replacement bin. After you get your confirmation as to when it will be replaced, please notify the Management Company that the damaged bin will be left out until it is replaced by Miami-Dade Solid waste with a notice on the bin(s).

9. NOISE – Call 305-4POLICE (476-5423) to report an Ordinance violation.

- 9.1. Loud noise, music, playing of musical instruments, or other sounds such as alarms, vehicle mufflers, barking of dogs, or conduct that disturbs or annoys other residents will not be tolerated or permitted. Miami-Dade County Noise Ordinance #21-28. (Miami-Dade Police will respond to calls on the above).

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10.SANITATION

- 10.1. It shall be the responsibility of each Owner/Tenant to prevent the development of any unclean, unhealthy, unsightly, or un-kept condition on the Unit, and/or the courtyard and backyard.
- 10.2. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the properties.

11.LEASES

- 11.1. Effective June 15, 2007, screening of tenants (lessees) will be required by the Association. The owner (lessor) or the owner's agent is responsible to provide documentation of Background Checks and Credit Reports to the Association's Management Company prior to the tenant moving into the unit.
- 11.2. Leases must be for a term of twelve (12) months and must be in writing. Leases shorter or longer than twelve (12) months are strictly prohibited. A copy of the lease must be provided to the Management Company prior to their taking effect. Failure to provide a copy of the lease to the Association may be subject to fines of \$100 or more. Lease renewals must also be submitted prior to the expiration to avoid a fine.
- 11.3. Townhouse are zoned as RU-TH One-Family Dwelling and leases must comply with Miami-Dade County zoning regulations.
- 11.4. The unit owner assumes financial responsibility for the tenant's damage to any of the common areas, monthly maintenance fee, and **any special assessment fees.**
- 11.5. The owner must provide gate cards, pool and pedestrian gate keys, and mailbox keys to tenant(s). Effective February 1994, any additional keys, cards and remotes purchased are not refundable.
- 11.6. The unit owner (lessor) must provide the tenants (lessees) with a copy of the Declaration of Covenants, Conditions and Restrictions, and Articles of Incorporation, By-laws and, Rules and Regulations. The tenant must sign a statement that he/she has read these documents and agrees to abide by them. A copy of the agreement must be on file with the Association's management representative.

12.ALARMS

- 12.1. Audible home alarms will not be permitted to ring longer than thirty (30) minutes. Alarms should be installed, so that they have the capacity of resetting **automatically** if faulty.
- 12.2. Alarm Boxes must be installed inside the soffit, and alarm company signs will be kept out of sight. (See R&R 1.21 for installation details.)
- 12.3. Vehicle alarms sensitivity will be adjusted to tolerate small animals (cats, birds, etc.) and stereo bass vibrations from passing vehicles. Alarm malfunctions must be corrected immediately.

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13. GARAGE SALES

- 13.1. Garage sales will only be permitted on the first Saturday in October and the last Saturday in April, **or other specified dates as designated by the Board of Directors** from 7:00 a.m. to 12:00 noon. The Board, due to lack of participation may cancel a date.
- 13.2. All items to be sold can be displayed on the homeowner's driveway or within the garage. At the end of the specified time set for the sale, all unsold items must be removed from the driveway and put away.

14. SINGLE-FAMILY RESIDENCES

- 14.1. Each Unit is restricted to residential use as a single-family or one-family dwelling by the owner or owners thereof, their immediate families, guests, or their lessees. As a one-family dwelling, leasing or sub-leasing a room or space within the dwelling is prohibited. Multiple families residing within a unit is strictly prohibited. Homes are not permitted to be listed on services such as Airbnb, VRBO, and any other similar or related service. If applicable, violators will be reported to Miami-Dade County zoning division. Homeowners will be responsible for all fines levied by the Association as well as citations assigned by the County.
- 14.2. No unit shall be subdivided and rented/leasing out. Valencia Townhomes are zoned as RU-TH one-family dwelling by Miami-Dade County, any violations will be fined until unit is converted back to a one-family dwelling.
- 14.3. **No commercial business or the appearance of is permitted.**

15. TRANSFERS OF OWNERSHIP

- 15.1. Notice must be given promptly by the seller or lessor to the Management Company whenever title passes to a new owner or unit is leased.
- 15.2. Telephone number must be provided to the Management Company two (2) Business days prior to moving in for programming into the Entry Access System.
- 15.3. New owner or prospective owner must sign acknowledgement of receipt of Rules & Regulations/Documents with estoppel process.

16. ACCESS TO COMMUNITY

- 16.1. Homeowners are responsible for providing entrance by guest(s) or deliveries to the community. In the event the homeowner will not be at home, prior arrangements must be made by the homeowner for guest(s) or delivery.

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- 16.2. Homeowners will be responsible for intentional damage to gates or barrier arms caused by their guests or residents and will be subject to fine and/or cost of repairs. Damage or contact made with the entry and exit barrier arms will be the sole responsibility of the driver of the vehicle which made contact or caused the damage. The driver will be billed the full cost of repair to the unit. If the driver does not respond with payment, the homeowner which gave the visitor access to the community will be fully responsible for the full cost of repair to the barrier arm and unit. The homeowner is ultimately responsible for damage done by visitors, home occupants, renters, contractors, transportation for hire services, such as but not limited to, Taxis, Uber, Lyft, medical assistance transportation, etc.
- 16.3. Residents and/or their guests forcing open or disabling the gates will be considered as unauthorized entry and are subject to fines and/or billing for the repair.
17. **FINES** - The following actions will be taken by the Homeowners Association for VIOLATION OF ARCHITECTURAL RULES OR OTHER REGULATIONS:
- 17.1. A courtesy letter will be sent to the Homeowner for the noted violation with a reasonable time frame (30 days) depending on the violation, to rectify the violation. Should there be extenuating circumstances in complying with the time frame; the homeowner should address the Board through Management, to request consideration for an extension of time.
- 17.2. Failure to correct noted violation(s) within the reasonable time will result in sending a notice to the Homeowner to appear before the Fines & Violations Committee.
- 17.3. Failure to appear or comply with the Fines & Violations Committee will result in fines of a minimum of twenty-five dollars (\$25.00) a day, week, or monthly against the Homeowner's account.
- 17.4. At the Board's discretion, only the Board of Directors can waive fines. Owner must appear and submit in writing reasons for consideration.

18. PAYMENT OF ASSESSMENTS

- 18.1. All regular assessments are due and payable on the first (1) day of the month.
- 18.2. A grace period of fifteen (15) days to mail and have delivered the assessments is extended to each unit owner of record. Assessments that are not received by the Association agent by the fifteenth (15) day of the month are past due, and subject to a late charge of \$10.00.
- 18.3. Any assessment which becomes ninety (90) days past due is subject to legal action at the expense of the delinquent owner, or in the form of the Association filing a lien against the residence of the owner.
- 18.4. Any assessment, which is one hundred and twenty (120) days past due and has a lien for thirty (30) days or more is subject to foreclosure of the lien by the Association.
- 18.5. The Association may take title to the unit for unpaid assessments at foreclosure sale. FL Statutes 720.3085(8).

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19.TROPICAL STORM/HURRICANE OR NATURAL DISASTER

- 19.1. Upon a tropical storm warning / hurricane warning remove and secure all items that might become airborne in the high winds in your backyard and courtyards.
- 19.2. After a tropical storm/hurricane, assess all damages to the outside of your property and notify the proper agencies (e.g. FEMA, Homeowner's Insurance, Management Company, etc.) ASAP. If placing roof tarps on the roof, please install them properly to assure that they won't blow away. In addition, do routine maintenance on them and fix them as needed. If your fence becomes damaged due to the tropical storm/hurricane the homeowner(s) will be responsible for the clean-up/disposal, the safe-up and reconstruction of the fence. The Association is not responsible for the fence or any other structure within your property. Keep in mind that all repairs to the outside of your home shall require an Architectural Modification approval and Miami-Dade County permits when permits apply prior to commencement. Keep the Association informed on the duration of the repairs and when all the damages of your property will be completed.
- 19.3. After a tropical storm/hurricane Miami-Dade County may not have bulk pick up for about a month or so after the event. All debris related to structural damages caused by the storms must be deposited by the homeowner(s) at the nearest Miami-Dade County Trash and Recycling Center. The Association is ONLY responsible for the streets and common area cleanups and not for damages within your property.

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