

# State of Florida



The seal of the State of Florida is circular, featuring a landscape with a sun rising over a body of water, with palm trees and a ship. The words "IN GOD WE TRUST" are inscribed around the inner border of the seal.

## Department of State

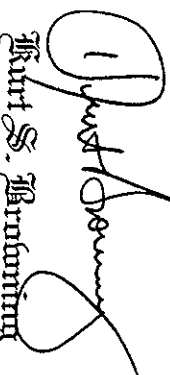
I certify the attached is a true and correct copy of the Articles of Incorporation of VALENCIA HILLS-UNIT III HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on May 12, 1987, as shown by the records of this office.

The document number of this corporation is N20598.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twelfth day of December, 2007



CR2EO22 (01-07)

  
Kurt S. Brumbaugh  
Secretary of State

ARTICLES OF INCORPORATION

(IF

VALENCIA HILLS - UNIT III HOMEOWNERS' ASSOCIATION, INC.)

We, the undersigned, hereby associate ourselves together for the purpose of forming a corporation not for profit under the laws of the State of Florida, pursuant to Florida Statutes Chapter 617, and hereby certify as follows:

ARTICLE I

The name of this corporation shall be VALENCIA HILLS - UNIT III HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II

The general purpose of this Corporation not for profit shall be to serve as the Homeowners' Association for the subdivision known as Valencia Hills - Unit II in Orange County, Florida to operate and administer said subdivision and carry out the functions and duties of the Association, as set forth in the Declaration of Covenants and Restrictions for the subdivision, and to perform the following:

(a) fix, levy, collect and enforce payment by any lawful means, all charges assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes and governmental charges levied or imposed against the property of the Association.

(b) Acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(c) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes, and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(e) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the consent of two-thirds (2/3) of each class of members;

(f) 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.

### ARTICLE III

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants and Restrictions to be recorded in the Public Records of Orange County, Florida, unless provided otherwise herein or unless the context requires otherwise.

### ARTICLE IV

All persons who hold a vested present interest in the fee title to lots within said subdivision which interest is evidenced by a recordation of a proper document in the public records of Orange County, Florida, shall automatically be members of this corporation. Such membership shall automatically terminate when such person is no longer an Owner of a Lot. Membership in the corporation shall be limited to such Owners.

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.

On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Lot, which vote shall be exercised or cast in the manner provided by the By-Laws or the Declaration of Covenants and Restrictions. Any persons or entity owning more than one Lot shall be entitled to one vote for each lot owned. Provided, however, that the Developer shall be entitled to three (3) votes for each Lot owned until such time as the total number of votes of all other members equals the total



number of votes of the Developer, or until December 31, 1991, whichever shall first occur.

ARTICLE V

This corporation shall have perpetual existence.

ARTICLE VI

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
F. Thomas Ustler	236 Pasadena Place Orlando, FL 32803
Robert Wheeler	222 South Westmonte Drive Altamonte Spgs., FL 32714
Thomas C. Burst	236 Pasadena Place Orlando, FL 32803
Shelley Eddy	222 S. Westmonte Drive Altamonte Spgs., FL 32714

ARTICLE VI

The affairs of the corporation shall be managed and governed by a Board of Directors composed of the number specified in the By-Laws. but in no event less than three (3). The Directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership, for a term of one year or until their successors shall be elected and shall qualify. Provisions for such election, and provisions for the removal, disqualification and resignation of Directors and for filling vacancies on the Board of Directors, shall be established by the By-Laws.

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership:

F. Thomas Ustler  
Thomas C. Burst  
Robert Wheeler  
Shelley Eddy

#### ARTICLE VIII

The principal officers of the corporation shall be the President, Vice President, Secretary and Treasurer who shall be elected from time to time and in the manner set forth in the By-Laws. The Secretary and Treasurer may be combined and the position may be held by one person.

The names of the officers who are to serve until the first election of officers, pursuant to the terms of the By-Laws and the Declaration of Covenants and Restrictions, are as follows:

F. Thomas Ustler	President
Robert Wheeler	Vice President
Thomas C. Burst	Secretary
Shelley Eddy	Treasurer

#### ARTICLE IX

The By-Laws of the corporation shall initially be made and adopted by its first Board of Directors. Prior to the filing of the Declaration of Covenants and Restrictions, said first Board of Directors shall have full power to amend, alter, rescind or modify said By-Laws by a majority vote. After the filing of the Declaration of Covenants and Restrictions, the By-Laws may be amended, altered, modified or supplemented by a majority vote of the membership of the corporation.

ARTICLE X

These Articles of Incorporation may be amended from time to time by a vote of seventy-five percent (75%) of the members of the corporation provided said vote is taken in a regular or special meeting of the corporation after proper notice of said meeting has been duly given.

ARTICLE XI

This corporation shall have all of the powers as set forth in Florida Statutes Chapter 617 or its successors, together with all the powers granted to it by the Declaration of Covenants and Restrictions, including the power to contract for the management of the subdivision and recreational facilities, if any.

ARTICLE XII

This corporation shall not issue shares of stock and no dividend and no part of the income of the corporation shall be distributed to its members, directors or officers. Excess receipts over disbursements, if any, shall be applied against future expense and reserves as appropriate. The corporation may compensate in a reasonable manner its members, directors or officers for services rendered, may confer benefits upon its members in conformity with its general purposes and upon dissolution or final liquidation may make distributions to its members as is permitted by the Court having jurisdiction thereof and no payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

ARTICLE XIII

The street address of the initial registered office of this corporation is 236 Pasadena Place, Orlando, Florida 32803, and the name of the initial registered agent of this corporation at that address is Thomas F. Ustler.

ARTICLE XIV

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.

ARTICLE XV

As long as the developer is entitled to three votes per lot under Article IV, 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 the Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, the subscribers hereto have set their hands and seals this 29<sup>th</sup> day of April, 1987.

F. Thomas Ustler  
F. THOMAS USTLER, President

Robert Wheeler  
ROBERT WHEELER, Vice President

Thomas C. Burst  
THOMAS C. BURST, Secretary

Shelley Eddy  
SHELLEY EDDY, Treasurer

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared F. THOMAS USTLER, as President, who after being by me first duly sworn acknowledged that he executed the foregoing Articles of Incorporation of VALENCIA HILLS - UNIT III HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 29<sup>th</sup> day of April, 1987.

Joan Auerth  
Notary Public

My Commission Expires:

Notary Public State of Florida at Large  
My Commission expires Oct. 25, 1987

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared ROBERT WHEELER, as Vice President, who after being by me first duly sworn acknowledged that he executed the foregoing Articles of Incorporation of VALENCIA HILLS - UNIT III HOMEOWNERS'

ASSOCIATION, INC., a Florida corporation not for profit, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 24th day of April, 1987.

*Reena Buratt*  
Notary Public  
My Commission Expires: 12/31/1987

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared THOMAS C. BURST, as Secretary, who after being by me first duly sworn acknowledged that he executed the foregoing Articles of Incorporation of VALENCIA HILLS - UNIT III HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 24th day of April, 1987.

*Reena Buratt*  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared SHELLEY EDDY, as Treasurer, who after being by me first duly sworn acknowledged that she executed the foregoing Articles of Incorporation of VALENCIA HILLS - UNIT III HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 24th day of April, 1987.

*Reena Buratt*  
Notary Public  
My Commission Expires:

My Comm. Expires: 12/31/1987  
My Commission Expires: 12/31/1987

CERTIFICATE OF ACCEPTANCE AS REGISTERED AGENT

HAVING been named as the Registered Agent in the Articles of Incorporation of VALENCIA HILLS - UNIT III HOMEOWNERS' ASSOCIATION, INC., I hereby accept and agree to act in this capacity.

*F. Thomas Ustler*  
F. THOMAS USTLER

CERTIFICATE DESIGNATING PLACE OF BUSINESS  
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN  
THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED,

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

THAT VALENCIA HILLS - UNIT III HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation at City of Orlando, County of Orange, State of Florida, has named F. THOMAS USTLER, located at 236 Pasadena Place, City of Orlando, County of Orange, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation at place designated in this certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.

*F. Thomas Ustler*  
F. THOMAS USTLER

DECLARATION OF 2790855 ORANGE CO., FL.  
03/08/20PM 06/18/87  
COVENANTS AND RESTRICTIONS

UN3896 PG3736

THIS DECLARATION, made on the date hereinafter set forth by  
UBR PROPERTIES, INC., a Florida corporation, hereinafter referred  
to as "Developer," owner of VALENCIA HILLS, hereinafter  
described.

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain property in  
Orange County, Florida, which is more particularly described as:

VALENCIA HILLS, UNIT III, according to the  
plat thereof as recorded in Plat Book ~~111~~ 111, ~~Page 111~~  
Public Records of Orange  
County, Florida.

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

ROBERT J. FLEUS, JR. et  
Smathers, Fleus, Adams, Fassett & Divine, P.A.  
940 Highland Avenue  
Orlando, Florida 32803

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

Section 2. "Owner" shall mean and refer to the registered  
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 that  
certain real property described, and such additions thereto as  
may hereafter be brought within the jurisdiction of the  
Association.

Florida	Paid	THOMAS H. LOCKER,
Rec Fee	\$ 58.00	Orange County
Doc Tax	\$	Comptroller
Int Tax	\$	By KSA
Total	\$ 58.00	Deputy Clerk



Section 4. "Landscape Buffer Area" shall mean all property used for perimeter screening as required by Orange County, located between fencing and/or landscaping erected by the Developer and public rights of way.

Section 5. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision of the Properties with the exception of the Landscape Buffer.

Section 6. "Developer" shall mean and refer to UBR PROPERTIES, INC., a Florida corporation.

## ARTICLE II

### DEVELOPMENT AND PROPERTY RIGHTS

Section 1. Development of Valencia Hills. The Developer intends to develop upon the real property described above a housing project consisting of subdivision improvements. The property has been platted into 92 separate lots upon which single family residential dwellings, hereinafter sometimes referred to as the "Dwellings," are contemplated to be constructed.

Section 2. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Landscape Buffer.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Landscape Buffer to the members of his family, his tenants, or contract purchasers who reside on the property.

## ARTICLE III

### HOMEOWNERS ASSOCIATION

Section 1. A charter for the incorporation of VALENCIA HILLS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, herein sometimes referred to as the "Association," will be filed with the office of the Secretary of State of the State of Florida. The principal purpose of said Association is to perform the acts and duties described below and to levy and enforce collection of assessments as are necessary to perform said acts

and duties and all duties herein expressly or impliedly imposed upon said Association and all other duties as the Association deems appropriate to the maintenance of a quality residential community.

Section 2. All persons hereafter owning a vested present interest in the fee title to any lot which is subject to assessment and which interest is evidenced by recordation of a proper instrument in the Public Records of Orange County, Florida, shall automatically be members of the Association and their membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 3. 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 collectively exercised by the individual designated by them in writing, 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 on 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.

Section 4. All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association consisting of not less than three (3) nor more than five (5) persons who are to be elected annually by the members entitled to vote.

Section 5. It shall be the duty of the Association to provide, through its agents and employees, for the

administration, operation, maintenance, repair and replacement of the Landscape Buffer and to make reasonable uniform rules and regulations for the use of the Landscape Buffer from time to time as well as to perform all other duties expressly or impliedly set forth herein. It shall also be the duty of the Association to maintain the property described as follows:

(a) The landscape area and irrigation equipment within the easement for landscaping and screening as shown on the recorded Plat of VALENCIA HILLS, Unit III;

(b) A screening fence to be constructed along with west and north boundary line of VALENCIA HILLS, Unit III, as required by Orange County.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE EASEMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each record Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The Association shall have a lien on each Lot for any unpaid assessments and interest thereon which has been assessed against the Lot. The said lien shall be effective from and after the time of recording in the Public Records of Orange County, Florida, of a claim of lien stating the description of the Lot, the name of the record owner, the amount due and the date when due, and the said lien shall continue in effect until all sums secured by the lien to include all costs of collection including an administrative fee of the Association or its agent and reasonable attorney's fees and assessments becoming due and payable since the date of the lien shall have been fully paid. All such claims of lien shall be signed and verified by an officer or agent of the Association. Where any such lien shall have been paid in full, the party making payment thereof shall be

entitled to receive a satisfaction of such lien in such form that it may be recorded in the Public Records of Orange County, Florida. The record owners of each lot shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments including an administrative fee to cover the costs of the efforts of the Association or its agent.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Landscape Buffer, and to fund those services referred to in Article III, Section 5.

Section 3. Budgets and Assessments. The Board of Directors of the Association shall approve annual budgets and levy assessments at least thirty (30) days in advance of each annual assessment (on a calendar year basis) and the budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for vandalism and malicious mischief, public liability insurance for the Landscape Buffer, and operating expenses, maintenance expenses, repairs, utilities, replacement reserve, if any, and reasonable operating reserve for the Landscape Buffer. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any fiscal year for which the budget has been projected. After adoption of a budget and determination of the annual assessment per lot, the Board of Directors shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the Voting Member representing each lot at each member's most recent address as shown by the books and records of the Association. The assessment shall be prorated for the month of initial sale.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to

an Owner, the maximum annual assessment shall be Fifty Dollars (\$50.00).

(a) 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 ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(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 above ten percent (10%) 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.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Landscape Buffer, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than ten (10) days nor more than sixty (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 the 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 thirty (30) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 8. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first six (6) lots in the subdivision. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Assessments are due and payable on January 1 of each year. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law. In the event any assessment is not paid within sixty (60) days after the due date, the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. The delinquent Owner shall pay all costs, including reasonable attorneys' fees, for any action taken to enforce the lien, and the lien shall secure such costs and attorneys' fees. The association shall be entitled to bid at any sale held pursuant to foreclosure, and to apply as credit against said bid all sums due to the Association secured by the lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Landscape Buffer or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate

to the lien of any recorded first mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

#### ARTICLE V

##### RESTRICTIONS AND COVENANTS

###### A. Land Use and Building Type:

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than the one detached single family dwelling with usual appurtenances and private garage, maid's room and tool room, or laundry attached on ground floor.

###### B. Dwelling Size:

All residences will have a minimum of 1,100 square feet of living area. Living area shall not include garage, screened porch, swimming pool area, or any other area. All garages shall be enclosed, and there shall be no open garages or carports.

###### C. Building Location:

All construction shall conform to Orange County Building regulations. All residences shall face the street on which they are located. All front setbacks shall be twenty-five (25) feet from the property line. Residences built on corner lots will face the street bordering the narrow side of the Lot. In the event an Owner or builder desires to construct a residence facing the street bordering the wide side of the Lot, permission must be obtained from the Developer and must comply with the relevant rules and regulations of Orange County, Florida.

###### D. Fencing:

No fences shall be erected nearer a street than the front setback line. No existing fencing erected by the Developer along the north and west boundaries of VALENCIA HILLS, Unit II, may be altered without written consent of the Homeowners Association.

###### E. Accessories:

No swimming pool filters, or sports equipment, shall be visible from a street.

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F. Nuisances:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighbors. Clothes hanging devices exterior to a residence shall be permitted only in backyard areas not visible from the street. No exterior antenna, satellite dish or aerial shall be permitted unless located against the rear wall of a dwelling and also provided such antenna, satellite dish or aerial is not visible from the road.

G. Temporary Structures:

No structure of a temporary character shall be used on any lot except during construction.

H. Parking Restrictions:

Restrictions and requirements applying to the property by virtue of the present zoning shall remain unchanged. No temporary buildings or other buildings disconnected with the main residence shall be permitted on any lot. No trailers, commercial vehicles, travel trailers, boats, or recreational vehicles of any kind or description, including but not limited to Winnebago, GMC and Ford road vans or travel trailers or other vehicles not to be used on a regular basis and carrying current auto inspection stickers and license tags, shall be permitted to be stored or placed upon any lot.

I. Signs:

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period or the main entrance signs to designate the subdivision.

J. Storage Receptacles:

No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within an accessory building or buried underground.

K. Maintenance and Garbage Disposal:

All lots shall be maintained in a suitable manner. All grass shall be kept mowed so that its height does not exceed six (6) inches. Each lot shall have receptacles for garbage in an area not generally visible from the road, or provide underground



garbage receptacles or similar facility in accordance with reasonable standards.

L. Games and Play Structures:

All basketball backboards and any other fixed games and play structures shall be located at the side or rear of the Living Unit, or on the inside portion of the corner lots within the setback lines. Treehouses or platforms of a like kind or nature shall not be constructed on any part of the lot located in front of the rear line of the residence constructed thereon.

M. Architectural Control:

No building shall be erected on any lot until the design and location thereof have been approved in writing by the Developer. Failure of the Developer to approve or deny the design or location of a building within thirty (30) days from the receipt of its submission shall constitute approval of the design and location as submitted.

N. Amendment and Duration:

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity to restrain violations or to recover damages, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Obligation of Members. Every Lot Owner, in addition to other obligations and duties set out herein shall:

(a) Promptly paid the assessment levied by the Association.

(b) Maintain in good condition and repair his lot and Dwelling and maintain and repair the fixtures therein. Said lot and Dwelling shall be maintained in accordance with this Declaration.

(c) No use or permit the use of his Dwelling for any purpose other than as a single family residence and maintain his dwelling in a clean and sanitary manner. Provided, however, that each Builder constructing a dwelling within VALENCIA HILLS SUBDIVISION may use one of the dwellings which it has completed as its on-site construction or sales office.

(d) Not make or cause to be made any structural addition or alteration to his Dwelling without prior written consent of the Developer (or a majority of the Board of Directors of the Association, if management has been turned over to it).

(e) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the dwellings and Landscape Buffer which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all person using Owner's property by, through or under him to do likewise.

Invalidation of any of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a lot by the Developer, by judgment, court order or law shall in no wise affect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose, measuring life shall be that of the youngest incorporator of the Association.

These restrictions, covenants, conditions and easements shall be binding upon and inure to the benefit of all Owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

Section 4. Subordination. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration.

Section 5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of VALENCIA HILLS.

Section 6. Remedies for Violations. For violation or a breach of any provisions of this Declaration by a person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Association, and the members thereof, or an institutional first mortgagee or any of them, severally, shall have the right to proceed at law for damages or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of the terms hereof, or for such other relief as may be appropriate.

Section 7. Annexation. Additional residential property and Landscape Buffer areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 8. 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

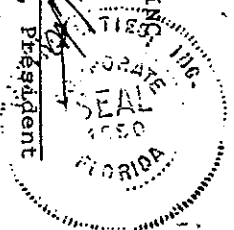
Administration: annexation of additional properties, dedication of Landscape Buffer areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, these presents have been executed this  
19<sup>th</sup> day of March, 1987.

Signed, sealed and delivered  
in the presence of:

Lois Suatt  
Robert Water

BY: F. Thomas Ustler  
F. Thomas Ustler, President  
(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF ORANGE

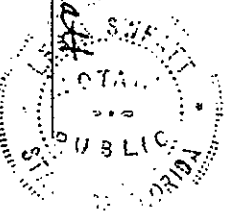
BEFORE ME, the undersigned officer, personally appeared F. THOMAS USTLER, to me well known to be the President of UBR Properties, Inc., a Florida Corporation, and acknowledged that he executed the foregoing instrument for and on behalf of the Corporation as and for its act and deed, for the purposes set forth therein.

WITNESS my hand and official seal this 19<sup>th</sup> day of  
March, 1987.

Lois Suatt  
Notary Public

My Commission Expires:

Notary Public State of Florida at Large  
My Commission expires Oct. 25, 1987



RECORDED & RETURNED  
Sharon H. Baker  
County Commissioner, Orange Co., FL

OR3896 PG3748

This instrument prepared by and  
should be returned to:

Elizabeth A. Lanham-Patrie, Esquire  
Becker & Poliakoff, P.A.  
111 North Orange Ave.  
Suite 1400  
Orlando, FL 32801

Cross Reference O.R. Book 3896,  
Page 3736

**CERTIFICATE OF FIRST AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS**

THIS IS TO CERTIFY that attached hereto as Exhibit "A" is a written instrument of First Amendment to Declaration of Covenants and Restrictions, which has been signed by not less than 75% of the Lot Owners in accordance with the provisions of Article V (N) of the Declaration. The original Declaration of Covenants and Restrictions is recorded in Official Records (O.R.) Book 3896, Page 3736 all of the Public Records of Orange County, Florida.

Executed at Orlando (city), Orange County, Florida, on this the 19<sup>th</sup> day of March, 2016.

Signed, sealed and delivered in the  
presence of:

Candace Johnson  
Printed Name: Candace Johnson  
Jenna Foster  
Printed Name: Jenna Foster

**VALENCIA HILLS – UNIT III  
HOMEOWNERS' ASSOCIATION, INC.**

By: Wendy L. Gajewski  
Printed Name: Wendy L. Gajewski  
Title: President  
Address: 311 Dempsey Way  
Orlando, FL 32835

(CORPORATE SEAL)

Candace Johnson  
Printed Name: Candace Johnson  
Jenna Foster  
Printed Name: Jenna Foster

STATE OF FLORIDA  
COUNTY OF Orange

**ATTEST:**

By: Kathleen Foster  
Printed Name: KATHLEEN FOSTER  
Title: Secretary  
Address: 219 JEMOND CT  
ORLANDO FL 32835

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 2016, by Wendy L. Gajewski and Kathleen O Foster, as President and Secretary, respectively, of VALENCIA HILLS – UNIT III HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They [ ] are personally known to me or [ ☒ ] have produced FL DL as identification.

(NOTARY SEAL)



Kuntie Bisnauth  
Notary Public  
State of Florida  
MY COMMISSION # FF 908309  
Expires: August 10, 2019

Kuntie Bisnauth  
NOTARY PUBLIC - STATE OF FLORIDA  
Print Name: Kuntie Bisnauth  
Commission No.: FF 908309  
Commission Expires: 8-10-2019



## **EXHIBIT "A"**

### **FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS, as originally recorded in Official Records (O.R.) Book 3896, Page 3736 of the Public Records of Orange County, Florida (hereinafter referred to as "Declaration"), is made and entered into by the undersigned Owners of Lots in Valencia Hills Unit III.

WITNESSETH, That:

WHEREAS, the Declaration provides in Article V (N) that the same may be amended by an instrument signed by not less than 75% of the Lot Owners; and

WHEREAS, the undersigned constitutes not less than 75% of said Lot Owners and, by virtue of same, are entitled to amend the Declaration; and

WHEREAS, the undersigned Owners are desirous of amending the Declaration as set forth herein.

NOW THEREFORE, Article I, Section 1, Article III, Section 1, Article V (N), and Article VI, Section 5 of the Declaration are hereby amended to read as follows:

#### **ARTICLE I**

##### **DEFINITIONS**

Section 1. "Association" shall mean and refer to VALENCIA HILLS - **UNIT III** HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

...

#### **ARTICLE III**

##### **HOMEOWNERS ASSOCIATION**

Section 1. A charter for the incorporation of VALENCIA HILLS - **UNIT III** HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation, herein sometimes referred to as the "Association," will be filed with the office of the Secretary of State of the State of Florida. The principal purpose of said Association is to perform the acts and duties described below and to levy and enforce collection of assessments as are necessary to perform said acts and duties and all duties herein expressly or impliedly imposed upon said Association and all other duties as the Association deems appropriate to the maintenance of a quality residential community.

...

Additions to Declaration are indicated by **bold underline**; deletions by ~~strikeout~~.

## ARTICLE V

### RESTRICTIONS AND COVENANTS

...

#### N. Amendment and Duration:

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during ~~the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by a vote of~~ not less than seventy-five percent (75%) of the **Members present, in person or by proxy, at an annual or special meeting of the Members** Lot Owners. Any amendment must be recorded.

## ARTICLE VI

### GENERAL PROVISIONS

...

Section 5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of VALENCIA HILLS **UNIT III**.

...

(Signatures on Following Pages)

Additions to Declaration are indicated by **bold underline**; deletions by ~~strikeout~~.



BY-LAWS  
OF  
VALENCIA HILLS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Valencia Hills HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

The principal office of the Association shall be located at 236 Pasadena Place, Orlando, Florida 32803, but meetings of members and directors may be held at such places within the State of Florida, County of Orange, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to VALENCIA HILLS 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 and Restrictions as is within the jurisdiction of the Association.

Section 3. "Common Area" shall mean property for the common use and enjoyment of the owners as described in the Declaration.

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

Section 5. "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 6. "Developer" shall mean and refer to UBR PROPERTIES, INC., a Florida corporation, its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the

Properties recorded in Official Records Book 3509, Page 1099 and as amended in Official Records Book 3511, Page 55, in the Public Records of Orange County, Florida.

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

### ARTICLE III

#### MEETINGS 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 the same day of the same month of each year thereafter, at the hour of six o'clock p.m. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. SPECIAL MEETINGS. Special meetings of the members may be called at any time by a majority of 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, upon written notice to each member not less than ten (10) days nor more than sixty (60) days in advance of the meeting;

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, at least ten (10) days before such meeting. Such notice shall specify the place, day and hour of the meeting, at least ten (10) days before such meeting. 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. Notice of special and annual meetings shall conform to the requirements of the Articles of Incorporation.

Section 4. QUORUM. The presence at the meeting of members entitled to cast, or proxies entitled to cast, ten percent (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.

#### ARTICLE IV

##### BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1. NUMBER. The affairs of this Association shall be managed by a Board of no less than three (3) nor more than five (5) directors, who need not be members of the Corporation.

Section 2. TERM OF OFFICE. At the first annual meeting the members shall elect three (3), four (4) or five (5) directors for a term of one (1) year.

Section 3. REMOVAL. Any director 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.

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. 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 members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members. 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 may be made from among members or non-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. REGULAR MEETINGS. Special meetings of the Board of Directors shall be held when called 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 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;

(b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of the By-Laws, the Articles of Incorporation, or the Declaration;

(c) 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;

(d) Employ a manager, an independent contractor, or such other employees 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 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 the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration to:

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

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

(3) foreclose the lien against any property for which assessments are not paid within sixty (60) 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 these 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 maintained by the Association;

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

(g) Cause the Common Area to be properly maintained and kept in good repair consistent with Orange County's requirement.

#### ARTICLE VII

##### 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 officer of the 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 upon 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.

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 execute and discharge such duties as may be required of him by the Board.

SECRETARY

(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; 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 members.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint 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 purposes.

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 at the principal office of the Association where copies may be purchased at reasonable cost.

#### ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments upon the property. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law. The association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

#### ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: VALENCIA HILLS HOMEOWNERS ASSOCIATION, INC.

#### ARTICLE XIII AMENDMENTS

Section 1. These By-Laws may be amended by the Board of Directors, upon approval of at least fifty-one percent (51%) of the membership, voting in person or by proxy at regular or special meeting of the members, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control;

and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st 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 the VALENCIA HILLS HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 22nd day of May, 1984.

  
F. THOMAS USTLER

  
LARRY W. ANDERSON

  
SHELLEY EDDY

  
THOMAS C. BURNS

This instrument prepared by and  
should be returned to:

Elizabeth A. Lanham-Patrie, Esquire  
Becker & Poliakoff, P.A.  
111 North Orange Ave.  
Suite 1400  
Orlando, FL 32801

DOC # 20170115344  
03/06/2017 07:02 AM Page 1 of 4  
Rec Fee: \$35.50  
Deed Doc Tax: \$0.00  
Mortgage Doc Tax: \$0.00  
Intangible Tax: \$0.00  
Phil Diamond, Comptroller  
Orange County, FL  
Ret To: SIMPLIFILE LC

### NOTICE OF PRESERVATION OF DECLARATION OF COVENANTS AND RESTRICTIONS

**THIS NOTICE** is being recorded pursuant to Sections 712.05 and 712.06, Florida Statutes, in order to preserve the easements, restrictions, covenants, conditions and all other provisions of the following documents:

1. Declaration of Covenants and Restrictions recorded at Official Records Book 3896, Page 3736, on June 18, 1987;
2. Certificate of First Amendment to the Declaration of Covenants and Restrictions recorded at Document #20160181008; and
3. Any additional amendments or supplements to the Declaration of Covenants and Restrictions not identified herein

all of the Public Records of Orange County, Florida (hereinafter collectively referred to as the "Declaration").

The property affected by this Notice and encumbered by the Declaration is described as:

1. VALENCIA HILLS, UNIT III, according to the plat thereof, as recorded in Plat Book 19, Page 143, Public Records of Orange County, Florida.

The name and address of the homeowners' association filing this Notice on behalf of the Members is Valencia Hills-Unit III Homeowners' Association, Inc., a not for profit corporation c/o Joe Frasca, LCAM, Preferred Community Management, Inc., Post Office Box 4129, Winter Park, FL 32793-4129.

Attached hereto as **Exhibit "A"** is an Affidavit executed by the President of the Association affirming that the meeting's date, time, place and the Statement of Marketable Title Action required by Section 712.06(1)(b), Florida Statutes, was mailed to the Members at least seven (7) days prior to the Special Board of Directors Meeting, where the Board of Directors approved the preservation of the Declaration.

By their signatures below, the President and Secretary of the Association hereby certify that preservation of the Declaration was duly approved by at least two-thirds (2/3) of the members of the Board of Directors at a Special Board of Directors Meeting held on **February 13, 2017**.

EXECUTED at Orlando (city), Orange County, Florida, on this 20 day of February, 2017.

WITNESSES:

VALENCIA HILLS-UNIT III HOMEOWNERS' ASSOCIATION, INC.

Edwin L. Gajewski  
Print Name: Edwin L. GAJEWSKI

By: Wendy Gajewski  
Print Name: Wendy Gajewski  
President

Susan VanWinkle  
Print Name: SUSAN VANWINKLE

Address: 311 Dempsey Way  
Orlando, FL 32835

Edwin L. Gajewski  
Print Name: Edwin L. GAJEWSKI

Attest: Kathleen Foster  
Print Name: KATHLEEN FOSTER  
Secretary

Susan VanWinkle  
Print Name: SUSAN VANWINKLE

Address: 219 JEMOND CT  
ORLANDO FL 32835

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF Orange

THE FOREGOING INSTRUMENT was acknowledged before me this 20 day of February, 2017, by WENDY GAJEWSKI and KATHLEEN FOSTER, as the President and Secretary, respectively, of VALENCIA HILLS-UNIT III HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, who (check one) ☐ are personally known to me or ☒ produced DRIVERS LICENSE (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 20 day of February, 2017.

Miguel A. Tamayo  
Notary Public - State of Florida

Commission No.: 66 52960  
Print Name: Miguel A. Tamayo  
My Commission Expires: 12/6/2020



Miguel A. Tamayo  
State of Florida  
My Commission Expires  
December 06, 2020  
Commission No. GG 52960

ACTIVE: V22957/355427:9286744\_1\_BPATRIE



**EXHIBIT "A"**

**AFFIDAVIT OF WENDY GAJEWSKI**

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority personally appeared **WENDY GAJEWSKI**, who, after first being duly sworn, deposes and says:

1. I am the President of Valencia Hills-Unit III Homeowners' Association, Inc. (the "Association"), and I have personal knowledge of the matters contained herein and know them to be true and correct.

2. That a Special Board of Directors Meeting was scheduled for **February 13, 2017, at 6:00 p.m.** That the Board of Directors of the Association caused a notice setting forth the date, time, place and the Statement of Marketable Title Action, which is set forth below, to be mailed to the Members of the Association not less than seven (7) days prior to the Special Board of Directors Meeting, at which the Board of Directors voted to preserve the Declaration of Covenants and Restrictions recorded at Official Records Book 3896, Page 3736, on June 18, 1987; the Certificate of First Amendment to the Declaration of Covenants and Restrictions recorded at Document #20160181008; and any additional amendments or supplements to the Declaration of Covenants and Restrictions not identified herein, all of the Public Records of Orange County, Florida (hereinafter collectively referred to as the "Declaration") currently burdening the property of the Members of the Association pursuant to Chapter 712, Florida Statutes.

**STATEMENT OF MARKETABLE TITLE ACTION**

Valencia Hills-Unit III Homeowners' Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants and Restrictions recorded at Official Records Book 3896, Page 3736, on June 18, 1987; the Certificate of First Amendment to the Declaration of Covenants and Restrictions recorded at Document #20160181008; and any additional amendments or supplements to the Declaration of Covenants and Restrictions not identified herein, all of the Public Records of Orange County, Florida (hereinafter collectively referred to as the "Declaration") and as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Orange County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

FURTHER AFFIANT SAYETH NAUGHT.

  
Affiant, **WENDY GAJEWSKI**

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was sworn and subscribed before me this 20 day of February, 2017, by WENDY GAJEWSKI, as the President of Valencia Hills-Unit III Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She [ ] is personally known to me or [ ] has produced Drivers License as identification.

(NOTARY SEAL)

NOTARY PUBLIC - STATE OF FLORIDA

Print Name: Miguel A Tamayo  
Commission No.: 6652960

Commission Expires: 12/6/2020

ACTIVE: V22957/355427:9286773\_1\_BPATRIE



Miguel A. Tamayo  
State of Florida  
My Commission Expires  
December 06, 2020  
Commission No. GG 52960



This instrument prepared by and )  
should be returned to: )  
 )  
Elizabeth A. Lanham-Patrie, Esquire )  
Becker & Poliakoff, P.A. )  
111 North Orange Ave. )  
Suite 1400 )  
Orlando, FL 32801 )  
 )  
 )  
 )

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### NOTICE OF PRESERVATION OF DECLARATION OF COVENANTS AND RESTRICTIONS

**THIS NOTICE** is being recorded pursuant to Sections 712.05 and 712.06, Florida Statutes, in order to preserve the easements, restrictions, covenants, conditions and all other provisions of the following documents:

1. Declaration of Covenants and Restrictions recorded at Official Records Book 3896, Page 3736, on June 18, 1987;
2. Certificate of First Amendment to the Declaration of Covenants and Restrictions recorded at Document #20160181008; and
3. Any additional amendments or supplements to the Declaration of Covenants and Restrictions not identified herein

all of the Public Records of Orange County, Florida (hereinafter collectively referred to as the "Declaration").

The property affected by this Notice and encumbered by the Declaration is described as:

1. VALENCIA HILLS, UNIT III, according to the plat thereof, as recorded in Plat Book 19, Page 143, Public Records of Orange County, Florida.

The name and address of the homeowners' association filing this Notice on behalf of the Members is Valencia Hills-Unit III Homeowners' Association, Inc., a not for profit corporation c/o Joe Frasca, LCAM, Preferred Community Management, Inc., Post Office Box 4129, Winter Park, FL 32793-4129.

Attached hereto as **Exhibit "A"** is an Affidavit executed by the President of the Association affirming that the meeting's date, time, place and the Statement of Marketable Title Action required by Section 712.06(1)(b), Florida Statutes, was mailed to the Members at least seven (7) days prior to the Special Board of Directors Meeting, where the Board of Directors approved the preservation of the Declaration.

By their signatures below, the President and Secretary of the Association hereby certify that preservation of the Declaration was duly approved by at least two-thirds (2/3) of the members of the Board of Directors at a Special Board of Directors Meeting held on **February 13, 2017**.

EXECUTED at Orlando (city), Orange County, Florida, on this 20 day of February, 2017.

WITNESSES:

Edwin R. Gajewski  
Print Name: Edwin R. GAJEWSKI

Susan VanWinkle  
Print Name: SUSAN VANWINKLE

Edwin R. Gajewski  
Print Name: Edwin R. GAJEWSKI

Susan VanWinkle  
Print Name: SUSAN VANWINKLE

VALENCIA HILLS-UNIT III HOMEOWNERS' ASSOCIATION, INC.

By: Wendy Gajewski  
Print Name: Wendy Gajewski  
President

Address: 311 Dempsey Way  
Orlando, FL 32835

Attest: Kathleen Foster  
Print Name: KATHLEEN FOSTER  
Secretary

Address: 219 JEMOND CT  
ORLANDO FL 32835

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF Orange

THE FOREGOING INSTRUMENT was acknowledged before me this 20 day of February, 2017, by WENDY GAJEWSKI and KATHLEEN FOSTER, as the President and Secretary, respectively, of VALENCIA HILLS-UNIT III HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, who (check one) ☐ are personally known to me or ☒ produced Driver's License (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 20 day of February, 2017.

Miguel A. Tamayo  
Notary Public - State of Florida

Commission No.: 66 52960  
Print Name: Miguel A. Tamayo  
My Commission Expires: 12/6/2020



Miguel A. Tamayo  
State of Florida  
My Commission Expires  
December 06, 2020  
Commission No. GG 52960

ACTIVE: V22957/355427:9286744\_1\_BPATRIE



**EXHIBIT "A"**

**AFFIDAVIT OF WENDY GAJEWSKI**

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority personally appeared **WENDY GAJEWSKI**, who, after first being duly sworn, deposes and says:

1. I am the President of Valencia Hills-Unit III Homeowners' Association, Inc. (the "Association"), and I have personal knowledge of the matters contained herein and know them to be true and correct.

2. That a Special Board of Directors Meeting was scheduled for **February 13, 2017, at 6:00 p.m.** That the Board of Directors of the Association caused a notice setting forth the date, time, place and the Statement of Marketable Title Action, which is set forth below, to be mailed to the Members of the Association not less than seven (7) days prior to the Special Board of Directors Meeting, at which the Board of Directors voted to preserve the Declaration of Covenants and Restrictions recorded at Official Records Book 3896, Page 3736, on June 18, 1987; the Certificate of First Amendment to the Declaration of Covenants and Restrictions recorded at Document #20160181008; and any additional amendments or supplements to the Declaration of Covenants and Restrictions not identified herein, all of the Public Records of Orange County, Florida (hereinafter collectively referred to as the "Declaration") currently burdening the property of the Members of the Association pursuant to Chapter 712, Florida Statutes.

**STATEMENT OF MARKETABLE TITLE ACTION**

Valencia Hills-Unit III Homeowners' Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants and Restrictions recorded at Official Records Book 3896, Page 3736, on June 18, 1987; the Certificate of First Amendment to the Declaration of Covenants and Restrictions recorded at Document #20160181008; and any additional amendments or supplements to the Declaration of Covenants and Restrictions not identified herein, all of the Public Records of Orange County, Florida (hereinafter collectively referred to as the "Declaration") and as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Orange County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

FURTHER AFFIANT SAYETH NAUGHT.

  
Affiant, **WENDY GAJEWSKI**

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was sworn and subscribed before me this 20 day of February, 2017, by **WENDY GAJEWSKI**, as the **President of Valencia Hills-Unit III Homeowners' Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. She [ ] is personally known to me or [ ] has produced Drivers License as identification.

(NOTARY SEAL)  
NOTARY PUBLIC - STATE OF FLORIDA

Print Name: Miguel A Tamayo  
Commission No.: GG 52960

Commission Expires: 12/6/2020

ACTIVE: V22957/355427:9286773\_1\_BPATRIE



Miguel A. Tamayo  
State of Florida  
My Commission Expires  
December 06, 2020  
Commission No. GG 52960