

ARTICLES OF INCORPORATION

OF

LAKE VALENCIA HOMEOWNER'S ASSOCIATION, INC.

FILED

JAN 7 9 43 AM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and so hereby certify:

ARTICLE I

The name of the corporation is LAKE VALENCIA HOMEOWNER'S ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 2280 U.S. 19, Suite 144A, Clearwater, FL 33515.

ARTICLE III

Richard F. McMulliffe, whose address is 2280 U.S. 19, Suite 144A, Clearwater, FL 33515, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS 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 residential Lots and Common Areas, and enforcement of covenants, restrictions and conditions thereon as may be provided by the Declaration and supplemental declarations within that certain tract of property located in Pinellas County, Florida, the legal description of which is attached hereto as Exhibit "A",

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) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, and Supplemental Declarations, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Public Records of Pinellas County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) 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 office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) 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;

(d) 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;~~

(e) 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;

(f) 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 assent of two-thirds (2/3) of each class of members;

(g) 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 V

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 VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, 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 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 Declarant and shall be entitled to three (3) votes for each Lot owned. For acreage of Declarant set forth in Article IV not subject to plat at the time of any vote, for each acre owned by Declarant not subject to plat, the Declarant shall be entitled to nine votes which is equivalent to unplatted lots of three to the acre.

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, 1985.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of three (3) Directors, who need not be

membership to Class A membership as set forth in Article VI hereof, the affairs of the Association shall be managed by a board of nine (9) Directors who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Richard F. McAuliffe	2280 U.S. 19, Suite 144A Clearwater, FL 33515
Linda L. Wallace	2280 U.S. 19, Suite 144A Clearwater, FL 33515
John W. Creighton, Jr.	P. O. Box 4399 Clearwater, FL 33518

At the first annual meeting, the members shall elect three directors for a term of one (1) year and at successive annual meetings thereafter until such time as Class B membership shall cease and be converted to Class A membership. At the time of conversion of Class B membership to Class A membership, the members shall elect three (3) directors for a term of one year; three (3) directors for a term of two years; and three (3) directors for a term of three years. At each annual meeting thereafter, the members shall elect three (3) directors for a term of three years.

ARTICLE VIII.

OFFICERS

The affairs of the corporation shall be managed by officers consisting of a president, vice president, a secretary and a treasurer. The officers of the corporation shall be elected annually by the Board of Directors and each shall hold office for one year unless he shall sooner resign, shall be removed or otherwise disqualified to serve. The offices of secretary and treasurer may be held by the same person. The names of the officers who are to serve until the first election by the Board of Directors are as follows:

NAME	ADDRESS
Richard F. McAuliffe, President	2280 U. S. 19, Suite 144A Clearwater, FL 33515
John W. Creighton, Jr., Vice President	P. O. Box 4399 Clearwater, FL 33518
Linda L. Wallace, Secretary-Treasurer	2280 U. S. 19, Suite 144A Clearwater, FL 33515

BY-LAWS

and Amendments to the Articles of Incorporation
The By-laws for the corporation shall be made and
adopted by the Board of Directors. Once the By-laws are made
and adopted by the Board of Directors, they may be amended,
altered or rescinded in whole or in part only upon approval by
the membership by a vote of a majority of the quorum of mem-
bers present in person or by proxy at a regular or special
meeting thereof.

ARTICLE X.

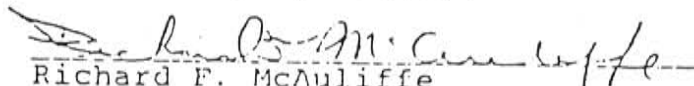
DISSOLUTION

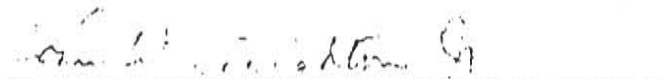
The Association may be dissolved with the assent
given in writing and signed by not less than two-thirds (2/3)
of each class of members. Upon dissolution of the Association,
other than incident to a merger consolidation, the assets of
the Association shall be dedicated to an appropriate public
agency 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 XI.

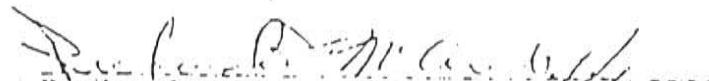
DURATION

The corporation shall exist perpetually.


Richard F. McAuliffe


John W. Creighton, Jr.


Linda L. Wallace


Richard F. McAuliffe, Registered Agent

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, personally
appeared, JOHN W. CREIGHTON, JR., LINDA L. WALLACE, and
RICHARD F. McAULIFFE, as Registered Agent, to me well known
to be the persons described in and who executed the foregoing

Articles of Incorporation and they acknowledged before me that they signed the same for the purposes therein expressed.

SWORN TO AND SUBSCRIBED this 3rd day of November, 1980, in the State and County last above shown.

My Commission Expires:



Notary Public, State of Florida At Large
My Commission Expires Jan. 6, 1984
Bonded By SAICO Insurance Company of America

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WLYERHAEUSER REAL ESTATE COMPANY, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Pinellas, State of Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject, except as provided hereafter, 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, upon and at the time of filing Supplemental Declarations therefor by Declarant, its successors or assigns, designating the property, or portions thereof, under Supplemental Declaration by name to be part of Lake Valencia, thereby being made subject to the provisions hereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LAKE VALENCIA HOMEOWNER'S ASSOCIATION, INC., 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 that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Plat" shall mean maps or plats as may be from time to time recorded in the Public Records of Pinellas County, Florida subdividing said properties as part of the Lake Valencia development.

Section 5. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Areas to be owned by the Association at the time of the conveyance of the first lot will be set forth and described on the plats. Special provisions for the common areas applicable when conveyed to the Association are set forth in Article VII herein.

Section 6. "Reserved Area" or "Parcel" means all the real property designated as such in a supplemental declaration or on plats of the development. Ownership of such reserved areas may be retained by Declarant and shall be put to such uses as it shall deem best, including but not restricted to, multi-family residential and commercial enterprises of every type or kind whatsoever and shall not be subject to the provisions of this Declaration.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties designated for a single family dwelling, and shall not include Common Areas or Reserved Areas.

Section 8. "Declarant" shall mean and refer to WEYERHAEUSER REAL ESTATE COMPANY, its successors and assigns if such successors or assigns should acquire unplatted properties from Declarant for the purpose of development.

Section 9. "Supplemental Declarations" means:

(a) The recorded supplemental declaration of Declarant filed for each plat in the Lake Valencia development.

(b) In the event of real property being added to the Lake Valencia development, the recorded supplemental declaration of Declarant which incorporates the provisions of this declaration therein by reference.

(c) The supplemental declaration shall include a description of the real property to which it pertains and which is made subject to the provisions of this declaration; together with any variations, modifications, changes or additions from or to this declaration which affect the real property designated therein.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass

with the title to every Lot, subject to the following general provisions and special provisions provided hereafter:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of this Declaration or supplemental declaration, or of the Association's published rules and regulations;

(c) the right of the Association to dedicate 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 agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

(d) the right of the Association to promulgate reasonable rules and regulations consistent with the purpose and use of the Common Areas as provided herein.

(e) special provisions set forth in Article VII of this Declaration.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, guests temporarily residing with owner, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, 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

single vote for such lot shall be exercised as they 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 Declarant and shall be entitled to three (3) votes for each Lot owned. For acreage of Declarant set forth on Exhibit "A" not subject to plat at the time of any vote, for each acre owned by Declarant not subject to plat, the Declarant shall be entitled to nine votes which is equivalent to unplatted lots of three to the acre.

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, 1985.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned, platted and subject to supplemental declaration for Lake Valencia, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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 for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) individual lot assessments provided for hereafter. The annual, special and individual lot assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, when the Association causes to be recorded in the office of the Clerk of the Circuit Court for Pinellas County, Florida, a Notice of Assessment Lien which shall state the amount of such assessment and such other charges, a description of the lot which has been assessed, and the names of the record owners thereof. Upon payment of said assessment and charges or other satisfaction thereof, the Association shall, within a reasonable time, cause to be recorded a Release of Assessment Lien stating the satisfaction and release of said lien. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who

was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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, or the improvement and maintenance of the Common Areas, and for the enforcement of the provisions of this Declaration, supplemental declarations, and Association rules and regulations.

Section 3. Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred & One Dollars (\$101.00) per Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum for the time period set forth above. For the year commencing January 1, immediately following the year of the conveyance of the first lot to an Owner, the Board of Directors shall establish the annual assessment for each lot in an amount reasonably sufficient to provide for the Association's expenses for the year.

(a) Should Association expenses during the year exceed the amount of the assessment, then at such time during the year as such expenses become reasonably apparent, the Board of Directors may fix supplemental annual assessments for the balance of the year in an amount sufficient to provide for additional expenses incurred or to be incurred and shall provide notice thereof to members for payment to be made not less than thirty (30) days following the date of the sending of the notice.

(b) The Association shall provide written notice to all members of the dates, times and places of Board of Directors meetings scheduled to consider or determine annual assessments and supplemental annual assessments. Members shall be entitled to attend the Board of Directors meetings and be heard concerning the establishment of the assessments. However, the decisions of the Board of Directors thereon shall be final and not subject to membership approval.

Section 4. Special Assessments for Capital Improvements. 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, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, 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 5. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4

shall be sent to all members not less than 15 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 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 60 days following the preceding meeting.

Section 6. Individual Lot Assessments. The Association may levy an individual Lot assessment for reasonable costs and expenses which it may incur in the enforcement of the provisions of this Declaration against any Lot owner who may violate the provisions hereof.

Section 7. Uniform Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all platted Lots subject to supplemental declarations on the first day of the month following the conveyance of the Common Areas designated in the initial plat. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 rate of 9 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien to any first mortgage. 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 payments which became 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.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

EASEMENTS

All easements reserved by the Declarant, its successor or assigns, to which the Lots are subject, shall be set forth on the plats, including their dimensions. The provisions for all easements noted on the plats hereinafter filed are as follows:

Section 1. Utility Easements. The utility easements as designated on the plats are for the ground level, above ground and below ground level, installation, maintenance and operation of utility services, including but not limited to, water, gas, sewer, electrical, telephone and electronic communications with the normal appurtenant pipes, lines, wires, poles, braces, transformers and required equipment for the providing of the utility services.

Section 2. Drainage Easements. The drainage easements designated on the plats are reserved for surface and underground water drainage, and shall include the right of excavation and maintenance of ditches, swales, retention areas, ponds, and the installation, maintenance and operation of drainage facilities, including but limited to, drains, pipes, culverts, pumps, retaining walls, catch basins and all other drainage facilities as required.

Section 3. Ingress and Egress Easements. The ingress and egress easements as designated on the plats are reserved for vehicular and pedestrian ingress and egress including the construction, installation and maintenance of walks, paths, roads as appropriately required for the particular easements.

Section 4. Shoreline Maintenance and Water Elevation. Easements, as designated on the plats, are reserved for entry upon and maintenance of any shoreline of any lake, canal or water course, and the elevation of waters from any lake, water course, canal or retention area.

Section 5. Maintenance of Easements. It shall be the obligation of the Lot owners to maintain the easement areas, excluding however, any obligation to maintain utility facilities, drainage structures, or paved walks, paths or roads. No structure, improvement or plantings shall be placed on any easement area which will obstruct, interfere with or damage the operation, maintenance and use of the easements.

ARTICLE VII

COMMON AREAS

The Common Areas as set forth on plats when conveyed to the Association shall be subject to the following special covenants, conditions and restrictions, in addition to the general provisions therefor otherwise provided herein, and such further special covenants and conditions and restrictions as may be set forth in any supplemental declaration or as contained in the deed of conveyance to the Association:

Section 1. Lake Valencia Common Area. To the extent shown on the plat therefor, the Lake Valencia Common Area includes the lake, lands adjacent thereto, and improvements, to which the following provisions are applicable:

- (a) Boats: No motor boats shall be permitted to be launched and operated on the lake. There shall be permitted only, canoes, row boats, sail boats, and similar vessels which utilize only manual or wind propulsion.
- (b) No boats, except boats owned by lake front Lot owners, shall be launched, beached, or placed upon the waterfront of any lake front Lot without the Lot owner's express consent. All boats, except those of lake front Lot owners shall be launched on the launch areas designated by the Association or the Declarant,

and located upon the appurtenant Common Areas. No boats may be stored on the Common Areas unless authorized by the rules and regulations of the Association.

Section 2. Recreational Activities. Only recreational activities permitted by the rules and regulations of the Association shall be permitted, and all activities thereon shall be governed by the Association. No activity shall be conducted upon the Common Areas which shall constitute a nuisance or undue annoyance to any adjacent Lot owners.

Section 3. Lake Valencia Nature Areas. The Lake Valencia Nature Areas as shown on the plats will have been in part substantially preserved in their natural state, and the following provisions are specifically applicable thereto.

- (a) The portion of the Nature Areas preserved in their natural state shall be retained in their natural state and no clearing, filling, or improvement shall be made thereon except as may be necessary by the Association to improve, repair or maintain paths, walks, bridges, cleared areas, drainage or other improvements as presently exist or may hereafter be provided by Declarant for the enjoyment of the area in its natural state.
- (b) No motorized vessels or vehicles of any kind shall be operated in the Nature Areas except as may be required for improvements, repair and maintenance.
- (c) No activity shall be conducted upon the Nature Areas which shall disturb the wildlife and vegetation except as may be required for the control of insects, vermin and pests, or otherwise necessary to protect the health, safety and welfare of Lot owners.

Section 4. Retention Areas. The Lake Valencia Retention Areas as shown on any plats are for the primary purpose of collecting, holding and discharging surface and sub-surface drainage waters, and the following provisions are specifically applicable thereto.

- (a) All Retention Areas and drainage facilities thereon shall be maintained in such a manner by the Association so as to provide for the efficient retention and drainage of water in accordance with sound engineering practices and procedures.

- (b) No structures, plantings or other changes to the Retention Areas shall be made except as required for the improvement to and maintenance of the Retention Areas.
- (c) No activities upon the retention area shall be permitted except for maintenance, improvements, or as may be expressly provided for in the rules and regulations of the Association specifically directed thereto and compatible with the primary purpose of the retention areas.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, 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 Lot 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 judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land until January 1, 2001, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument duly executed, acknowledged and in recordable form signed by not less than ninety percent (90%) of the Lot Owners, and corporate resolution of the Board of Directors of the Association passed by two-thirds (2/3rds) of the members of the Board. Thereafter this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8th day of JANUARY, 1981.

WITNESS

WEYERHAEUSER REAL ESTATE COMPANY

~~Richard P. McCreight~~
Linda L. Thelace

BY: ~~(John W. Creighton)~~
JOHN W. CREIGHTON, Vice-President

~~Richard P. McCreight~~
Linda L. Thelace

Attest:
~~(Alan P. Vandervert)~~
Secretary

STATE OF Washington)
COUNTY OF King)

I hereby certify that on this 8th day of JANUARY, 1981, before me, the undersigned authority, personally appeared JOHN W. CREIGHTON, JR., and Alan P. Vandervert, Vice-President and Secretary of WEYERHAEUSER REAL ESTATE COMPANY, to me known to be the persons described in and who executed the foregoing instrument and severally and duly acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the date aforesaid.

Walter A. Merrick
NOTARY PUBLIC, State of Washington

My Commission Expires: June 16, 1984

25-006

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
OF LAKE VALENCIA -- UNIT 3A

THIS DECLARATION, made on the date hereinafter set forth by WEYERHAEUSER REAL ESTATE COMPANY, hereinafter referred to as "Declarant".

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RECITALS

The Declarant is the owner and developer of the following described real property which has been subdivided and platted in Plat Book 86, Pages 96 & 97 of the Public Records of Pinellas County, Florida and legally described as set forth in said plat and known as Lake Valencia Unit 3A.

This Declaration is a Supplemental Declaration for Lake Valencia Unit 3A, and in furtherance of the General Declaration of the Covenants, Conditions and Restrictions for Lake Valencia dated the 13th day of January, 1981, and recorded in O.R. Book 5133, page 2073 of the Public Records of Pinellas County, Florida which are incorporated herein by reference and become operative to Lake Valencia Unit 3A by the filing of this Supplemental Declaration.

Pursuant to the foregoing Recitals, the Declarant hereby declares that all the residential Lots platted and described in the plat for Lake Valencia Unit 3A shall be held, sold and conveyed subject, except as provided hereafter, 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 set forth in the plat for Lake Valencia Unit 3A and be binding upon all parties now or hereafter having any legal or equitable right, title or interest in the described properties and any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1 RESIDENTIAL LOTS

Section 1. Residential Restrictions: The following shall be applicable to all lots and parcels within Lake Valencia platted as residential lots, and each owner as to his lot, covenants to abide by same:

- (a) No structure shall be erected, altered or placed, or permitted to remain on any lot other than one single family dwelling. The dwelling shall not exceed two stories in height. All dwellings shall be of new

AUG 19 6 03 PM '83
CLERK CIRCUIT COURT

Handwritten signature

Return to:

HIS INSTRUMENT WAS PREPARED BY:
GILBERT P. MACPHERSON, ESQUIRE
ROBINSON, MACPHERSON, HARPER, KYNES,
BATT, GELLER & WATSON, P.A.
Suite 200, 600 Bypass Drive
Clearwater, Florida 33546

construction and no used dwelling shall be placed on any lot. The dwelling shall have a minimum of a two car garage which shall be integral with the dwelling.

- (b) In addition to the foregoing general requirements, the following shall also be required:
- (i) No dwelling shall have less than two bedrooms and two bathrooms. It shall have a floor area of not less than 1,600 square feet.
 - (ii) Floor area is that area of the dwelling exclusive of garage, screened areas, open porches, terraces, patios, or similar appurtenant areas. In further elaboration of the foregoing, floor area of the dwelling other than garage for the purposes of calculation, will be those areas heated and cooled by central heating and air conditioning system. The floor area dimensions for calculating the square footage are those dimensions taken from the exterior surface of the perimeter walls of the dwelling of the areas allowed to be included in the calculation.
- (c) No structure shall be erected closer than 20 feet to any front lot line, nor closer than 10 feet to any rear lot line, nor closer than 7 feet to any side lot line. For structures to be erected on corner lots which are those lots which front on two streets, no structure shall be erected closer than 20 feet to either front lot line.
- (d) No trailer, shack, utility shed, garage, barn, tent or other similar accessory out building shall be erected, altered, placed or permitted on any lot. No structure of any kind shall be moved on any lot except temporary buildings used by contractors in connection with construction work.
- (e) No above ground swimming pools, or exterior above ground therapy pools shall be erected, altered, placed or permitted to remain on any lot. No exterior above ground hot tubs shall be erected, altered, placed or permitted to

remain on any lot unless fully screened from view by others by an Association approved fence, hedge or shrubbery.

- (f) No dwelling shall be erected on a land area of less than one full lot as recorded in the plat.
- (g) No noxious or offensive activities shall be permitted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- (h) No animals shall be kept or maintained on any lot except dogs, cats and other domesticated normal household pets. All pets shall be kept reasonably confined, controlled and cared for so as not to become a nuisance. Breeding of household pets for commercial purposes on any lot is prohibited.
- (i) No commercial vehicle, boat, trailer, travel trailer, tent, camper, mobile home, recreational vehicle or other similar vehicle shall be kept or stored in the street or lot except within an enclosed garage or within a storage area that is fully screened from view by others by an Association approved fence, hedge or shrubbery.
- (j) No lots shall be further subdivided, divided by partial conveyance, or its boundary lines changed. Declarant, and its successors or assigns however, expressly reserves the right to combine through replatting or otherwise, any two or more lots shown on the plat in order to create therefrom, single building lots, provided the area of the resulting lots shall not be less than the area of any lot prior to its combination with others. Declarant further reserves the right to take such steps as are reasonably necessary to make such enlarged lot suitable and fit as the building site, including but not limited to, the relocation of easements, walkways and right of ways to conform with new boundaries.
- (k) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the

Association shall have the right, but not the obligation, to restore said lot or the improvements thereon to such condition that said lot shall no longer be in violation hereof. The Association shall have the right to make individual lot assessments for any costs incurred for Association maintenance of any lot, and utilize all assessments procedures and rights as prescribed in the General Declaration for general assessments. Neither Declarant nor the Association shall be liable for any maintenance work as performed.

(l) Fuel storage tanks on any lots shall be either buried below the surface of the ground or screened by fence, hedge, or shrubbery so as to be screened from view by others.

Mechanical equipment such as air conditioning units, pumps, filters, water conditioning or purifying units, and similar items, together with clothes lines, shall also be screened by fence, hedge or shrubbery so as to be screened from view by others. All items of equipment shall be properly maintained so as to operate with a minimum of noise, and no item of equipment shall be permitted wherein the normal operation of which will cause undue disturbance to adjacent residents. All receptacles for ashes, rubbish, refuse or garbage shall be so placed as to be similarly screened so as to be concealed from public view.

(m) No fences shall be erected without Association approval. No chain link fence or metal fence of similar design shall be allowed for any purpose. All fences allowed shall be of wood construction and properly maintained.

(n) No exterior radio, television or other antenna shall be allowed without the express consent of the Association. All antennas shall be installed in the interior of the dwelling in such areas as the attic or garage.

(o) No pumping or withdrawal of water from lakes and water courses on or abutting any lot shall be permitted.

(p) No docks, piers or other similar structures shall be erected or placed in any body of water partially within the confines of any residential lot or adjacent thereto.

- (q) All lots shall be used for residential purposes only and no commercial activity shall be permitted on any lot except the construction and display of model homes by builders, provisions for vacant lot parking for model home displays, and subdivision development, promotion and sale by Declarant.
- (r) No sign shall be displayed on any lot except individual residents' "for sale" signs of a size and configuration no greater than reasonably required, customary builder model sign displays, and sign displays of Declarant concerning subdivision development, promotion and sale.

ARTICLE 2 GENERAL PROVISIONS

Section 1. General Declaration: This Supplemental Declaration is supplemental to the General Declaration of Covenants, Conditions and Restrictions for the Lake Valencia Development as identified in the Recitals hereof, with all the provisions of the General Declaration being incorporated herein by reference.

Section 2. Enforcement. The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, 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 3. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Supplemental Declaration shall run with and bind the land until January 1, 2001, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument duly executed, acknowledged and in recordable form signed by not less than ninety percent (90%) of the Lot Owners, and corporate resolution of the Board of Directors of the Association passed by two-thirds (2/3rds) of the members of the Board. Thereafter this Declaration may be amended by an instrument signed by

not less than seventy-five percent (75%) of the Lot Owners.
Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9th day of August, 1983.

WITNESS

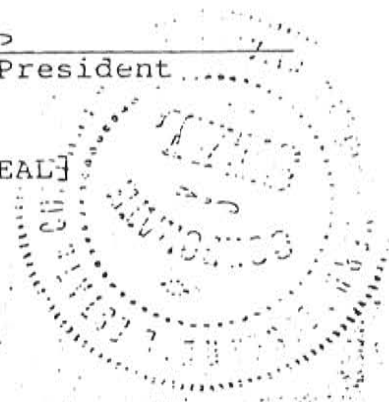
WEYERHAEUSER REAL ESTATE COMPANY

Richard M. Awoy

By: C. S. Lewis
C.S. LEWIS, Vice President

Gene Long

[CORPORATE SEAL]



STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared C. S. LEWIS, well known to me to be the Vice President of the corporation named as grantor in the foregoing Supplemental Declaration and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the 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 official seal in the County and State last aforesaid this 9th day of August, 1983.

Karen K. Wright
NOTARY PUBLIC



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 31, 1987

BY-LAWS
OF
LAKE VALENCIA HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is LAKE VALENCIA HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2280 U.S. 19, Suite 144A, Clearwater, FL 33515, but meetings of members and directors may be held at such places within the State of Florida, County of Pinellas, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to LAKE VALENCIA HOMEOWNER'S 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 Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Areas to be owned by the Association at the time of the conveyance of the first lot will be set forth and described on the plats.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties designated for a single family dwelling, and shall not include Common Areas or Reserved Areas.

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 WEYERHAEUSER REAL ESTATE COMPANY, its successors and assigns if such successors or assigns should acquire unplatted properties from Declarant for the purpose of development.

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 Pinellas County, Florida.

Section 8. "Supplemental Declarations" means:

(a) The recorded supplemental declaration of Declarant filed for each plat in the Lake Valencia development.

(b) In the event of real property being added to the Lake Valencia development, the recorded supplemental declaration of Declarant which incorporates the provisions of this declaration therein by reference.

(c) The supplemental declaration shall include a description of the real property to which it pertains and which is made subject to the provisions of this declaration; together with any variations, modifications, changes or additions from or to this declaration which affect the real property designated therein.

Section 9. "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 the same day of the same month of each year thereafter, at the hour of 7 o'clock, P.M. If the day for 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 the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth ($\frac{1}{4}$) 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 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.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be initially managed by a Board of three (3) directors, who need not be members of the Association. Upon conversion of Class B membership to Class A membership as set forth in the Articles of Incorporation for the Association, the affairs of the Association shall be managed by a Board of nine (9) directors who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, and at successive annual meetings thereafter until such time as Class B membership shall cease and be converted to Class A membership as provided for in the Articles of Incorporation. At the time of conversion of Class B membership to Class A membership, the members shall elect three directors for a term of one year; three directors for a term of two years; and three directors for a term of three years, and at each annual meeting thereafter the members shall elect three directors for a term of three years.

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 this 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, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. 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. Special Meetings. 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 unless approval by a greater number of directors is required by the Declaration or Supplemental Declaration.

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 facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities 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 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 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 employees as they deem necessary, and to prescribe their duties.

(f) appoint committees, including an architectural control committee as authorized by the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. 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.

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 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

(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 members.

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 available for 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, and individual lot assessments where required, which are secured by a continuing lien upon the property against which the assessment is made. 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 rate of 9 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's 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 nonuse of the Common Areas or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: LAKE VALENCIA HOMEOWNER'S ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

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 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 the LAKE VALENCIA HOMEOWNER'S ASSOCIATION, INC., have hereunto set our hands this 8th day of January, 1981.

Richard B. McAnally _____
x Ann W. Livingston _____
Linda L. Wallace _____

CERTIFICATION

I, the undersigned, do hereby certify: THAT I am the duly elected and acting secretary of the LAKE VALENCIA HOMEOWNER'S 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 8th day of January, 1981.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 8th day of January, 1981.

Linda L. Wallace
Secretary

State of Florida

O. R. 5694 PAGE 500



Department of State

01 Cash 21 Chg
 40 Rec 13.00
 41 DS _____
 43 Int
 Tot 13.00

24 24493370 73 1
 48
 TOTAL 1
 CHK

I certify that the attached is a true and correct copy of Certificate of Amendment to Articles of Incorporation for LAKE VALENCIA HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, filed on January 25, 1984, as shown by the records of this office.

The charter number of this corporation is 755779.

CLERK OF CIRCUIT COURT
 FEB 3 5 19 PM '84

Given under my hand and the
 Great Seal of the State of Florida,
 at Tallahassee, the Capital, this the
 26th day of January, 1984.

George Firestone
Secretary of State



CER-101

RETURN TO: ROBINSON, MACPHERSON, HARPER, KYNES, BAVIT, GELLER & WATSON, P.A.
 Suite 200, 600 Bypass Drive, Clearwater, FL 33546

CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION
OF LAKE VALENCIA HOMEOWNER'S ASSOCIATION, INC.,
A NOT-FOR-PROFIT CORPORATION

Pursuant to the provisions of Chapter 617 of the Florida Statutes, applicable to corporations not-for-profit, the following Amendment to the Articles of Incorporation and By-Laws of Lake Valencia Homeowner's Association, Inc., were made pursuant to resolutions of the Board of Directors as follows:

1. The Board of Directors at a special meeting called and held on the 5th day of January, 1984, adopted the following resolution:

RESOLUTION

Be it resolved that the Board of Directors of Lake Valencia Homeowner's Association, Inc., a corporation not-for-profit, that said Board of Directors deem it advisable that Article VII of the Certificate of Incorporation be amended, changed and altered effective immediately so that it reads as follows:

"ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors of 5 directors, who need not be members of the Association. The number of directors and term of office may be changed by Amendment of the By-Laws of the Association. At the annual meeting of the Association for the year 1984, the members shall elect 3 directors for a term of 3 years, 1 director for a term of 2 years, and 1 director for a term of 1 year. At each annual meeting thereafter, the members shall elect new directors for the directors whose term of office has expired. The term of office for new directors shall be 3 years."

2. A general meeting of the membership of Lake Valencia Homeowner's Association, Inc. was held on the 4th day of January, 1984, and at said general meeting said Amendment to the Articles of Incorporation of the corporation was duly approved.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be filed in the name of its president and its corporate seal be affixed hereto and attested to by its secretary on the 9th day of January, 1984.

LAKE VALENCIA HOMEOWNER'S ASSOCIATION, INC.

By: [Signature]
President

(CORP. SEAL)

ATTEST:

[Signature]
SECRETARY

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I hereby certify that on this 9th day of January, 1984, before me, the undersigned authority, personally appeared [Signature] and [Signature], the President and Secretary of Lake Valencia Homeowner's Association, Inc., to me known to be the persons described in and who executed the foregoing instrument and severally and duly acknowledged the execution thereof to be their free act and deed on behalf of the corporation for the uses and purposes therein mentioned.

Witness my hand and official seal the date aforesaid.

[Signature]
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 13, 1987
BONDED THRU GENERAL INS. UND.

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
OF LAKE VALENCIA -- UNIT I

THIS DECLARATION, made on the date hereinafter set forth by WEYERHAEUSER REAL ESTATE COMPANY, hereinafter referred to as "Declarant".

RECITALS

The Declarant is the owner and developer of the following described real property which has been subdivided and platted in Plat Book 82, page 92-95 of the Public Records of Pinellas County, Florida and legally described as set forth in said plat and known as Lake Valencia Unit I.

This Declaration is a Supplemental Declaration for Lake Valencia Unit I, and in furtherance of the General Declaration of the Covenants, Conditions and Restrictions for Lake Valencia dated the 8th day of January, 1981 and recorded in O.R. Book , page of the Public Records of Pinellas County, Florida which are incorporated herein by reference and become operative to Lake Valencia Unit I by the filing of this Supplemental Declaration.

Pursuant to the foregoing Recitals, the Declarant hereby declares that all the residential Lots platted and described in the plat for Lake Valencia Unit I shall be held, sold and conveyed subject, except as provided hereafter, 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 set forth in the plat for Lake Valencia Unit I and be binding upon all parties now or hereafter having any legal or equitable right, title or interest in the described properties and any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1 RESIDENTIAL LOTS

Section 1. Residential Restrictions: The following shall be applicable to all lots and parcels within Lake Valencia platted as residential lots, and each owner as to his lot, covenants to abide by same:

- (a) No structure shall be erected, altered or placed, or permitted to remain on any lot other than one single family dwelling. The dwelling shall not exceed two stories in height. All dwellings shall be of new construction and no used dwelling shall be placed on any lot. The dwelling shall have a minimum of a two car garage which shall be integral with the dwelling.

- (b) In addition to the foregoing general requirements, the following shall also be required:
- (i) No dwelling shall have less than two bedrooms and two bathrooms. It shall have a floor area of not less than 1,600 square feet.
 - (ii) Floor area is that area of the dwelling exclusive of garage, screened areas, open porches, terraces, patios, or similar appurtenant areas. In further elaboration of the foregoing, floor area of the dwelling other than garage for the purposes of calculation, will be those areas heated and cooled by central heating and air conditioning system. The floor area dimensions for calculating the square footage are those dimensions taken from the exterior surface of the perimeter walls of the dwelling of the areas allowed to be included in the calculation.
- (c) No structure shall be erected closer than 20 feet to any front lot line, nor closer than 10 feet to any rear lot line, nor closer than 7 feet to any side lot line. For structures to be erected on corner lots which are those lots which front on two streets, no structure shall be erected closer than 20 feet to either front lot line.
- (d) No trailer, shack, utility shed, garage, barn, tent or other similar accessory out building shall be erected, altered, placed or permitted on any lot. No structure of any kind shall be moved on any lot except temporary buildings used by contractors in connection with construction work.
- (e) No above ground swimming pools, or exterior above ground therapy pools shall be erected, altered, placed or permitted to remain on any lot. No exterior above ground hot tubs shall be erected, altered, placed or permitted to remain on any lot unless fully screened from view by others by an Association approved fence, hedge or shrubbery.
- (f) No dwelling shall be erected on a land area of less than one full lot as recorded in the plat.

- (g) No noxious or offensive activities shall be permitted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- (h) No animals shall be kept or maintained on any lot except dogs, cats and other domesticated normal household pets. All pets shall be kept reasonably confined, controlled and cared for so as not to become a nuisance. Breeding of household pets for commercial purposes on any lot is prohibited.
- (i) No commercial vehicle, boat, trailer, travel trailer, tent, camper, mobile home, recreational vehicle or other similar vehicle shall be kept or stored in the street or lot except within an enclosed garage or within a storage area that is fully screened from view by others by an Association approved fence, hedge or shrubbery.
- (j) No lots shall be further subdivided, divided by partial conveyance, or its boundary lines changed. Declarant, and its successors or assigns however, expressly reserves the right to combine through replatting or otherwise, any two or more lots shown on the plat in order to create therefrom, single building lots, provided the area of the resulting lots shall not be less than the area of any lot prior to its combination with others. Declarant further reserves the right to take such steps as are reasonably necessary to make such enlarged lot suitable and fit as the building site, including but not limited to, the relocation of easements, walkways and right of ways to conform with new boundaries.
- (k) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right, but not the obligation, to restore said lot or the improvements thereon to such condition that said lot shall no longer be in violation hereof. The Association shall have the right to make individual lot assessments for any costs incurred for Association maintenance of any lot, and utilize all assessments procedures and rights as prescribed in the General

Declaration for general assessments. Neither Declarant nor the Association shall be liable for any maintenance work as performed.

- (l) Fuel storage tanks on any lots shall be either buried below the surface of the ground or screened by fence, hedge, or shrubbery so as to be screened from view by others. Mechanical equipment such as air conditioning units, pumps, filters, water conditioning or purifying units, and similar items, together with clothes lines, shall also be screened by fence, hedge or shrubbery so as to be screened from view by others. All items of equipment shall be properly maintained so as to operate with a minimum of noise, and no item of equipment shall be permitted wherein the normal operation of which will cause undue disturbance to adjacent residents. All receptacles for ashes, rubbish, refuse or garbage shall be so placed as to be similarly screened so as to be concealed from public view.
- (m) No fences shall be erected without Association approval. No chain link fence or metal fence of similar design shall be allowed for any purpose. All fences allowed shall be of wood construction and properly maintained.
- (n) No exterior radio, television or other antenna shall be allowed without the express consent of the Association. All antennas shall be installed in the interior of the dwelling in such areas as the attic or garage.
- (o) No pumping or withdrawal of water from lakes and water courses on or abutting any lot shall be permitted.
- (p) No docks, piers or other similar structures shall be erected or placed in any body of water partially within the confines of any residential lot or adjacent thereto.
- (q) All lots shall be used for residential purposes only and no commercial activity shall be permitted on any lot except the construction and display of model homes by builders, provisions for vacant lot parking for model home displays, and subdivision development, promotion and sale by Declarant.
- (r) No sign shall be displayed on any lot except individual residents' "for sale" signs of a

size and configuration no greater than reasonably required, customary builder model sign displays, and sign displays of Declarant concerning subdivision development, promotion and sale.

ARTICLE 2 GENERAL PROVISIONS

Section 1. General Declaration: This Supplemental Declaration is supplemental to the General Declaration of Covenants, Conditions and Restrictions for the Lake Valencia Development as identified in the Recitals hereof, with all the provisions of the General Declaration being incorporated herein by reference.

Section 2. Enforcement. The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, 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 3. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Supplemental Declaration shall run with and bind the land until January 1, 2001, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument duly executed, acknowledged and in recordable form signed by not less than ninety percent (90%) of the Lot Owners, and corporate resolution of the Board of Directors of the Association passed by two-thirds (2/3rds) of the members of the Board. Thereafter this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8th day of JANUARY, 1981.

WITNESS

William G. Brown

James J. Tolson

WEYERHAEUSER REAL ESTATE COMPANY

By: John W. Creighton, Jr.
JOHN W. CREIGHTON, JR., V-P

ATTEST:

By: James J. Tolson
Secretary

(SEAL)

25-000

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS OF LAKE VALENCIA -- UNIT 3A

THIS DECLARATION, made on the date hereinafter set forth by WEYERHAEUSER REAL ESTATE COMPANY, hereinafter referred to as "Declarant".

RECITALS

The Declarant is the owner and developer of the following described real property which has been subdivided and platted in Plat Book 86, Pages 96 & 97 of the Public Records of Pinellas County, Florida and legally described as set forth in said plat and known as Lake Valencia Unit 3A.

This Declaration is a Supplemental Declaration for Lake Valencia Unit 3A, and in furtherance of the General Declaration of the Covenants, Conditions and Restrictions for Lake Valencia dated the 13th day of January, 1981, and recorded in O.R. Book 5133, page 2073 of the Public Records of Pinellas County, Florida which are incorporated herein by reference and become operative to Lake Valencia Unit 3A by the filing of this Supplemental Declaration.

Pursuant to the foregoing Recitals, the Declarant hereby declares that all the residential Lots platted and described in the plat for Lake Valencia Unit 3A shall be held, sold and conveyed subject, except as provided hereafter, 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 set forth in the plat for Lake Valencia Unit 3A and be binding upon all parties now or hereafter having any legal or equitable right, title or interest in the described properties and any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1 RESIDENTIAL LOTS

Section 1. Residential Restrictions: The following shall be applicable to all lots and parcels within Lake Valencia platted as residential lots, and each owner as to his lot, covenants to abide by same:

- (a) No structure shall be erected, altered or placed, or permitted to remain on any lot other than one single family dwelling. The dwelling shall not exceed two stories in height. All dwellings shall be of new

AUG 19 6 03 PM '83
 CLEARWATER COUNTY
 CLERK OF COUNTY COURT

Turn to:

THIS INSTRUMENT WAS PREPARED BY:
 GILBERT P. MACPHERSON, ESQUIRE
 ROBINSON, MACPHERSON, HARPER, KYNES,
 BATT, GELLER & WATSON, P.A.
 Suite 200, 600 Bypass Drive
 Clearwater, Florida 33546

construction and no used dwelling shall be placed on any lot. The dwelling shall have a minimum of a two car garage which shall be integral with the dwelling.

- (b) In addition to the foregoing general requirements, the following shall also be required:
- (i) No dwelling shall have less than two bedrooms and two bathrooms. It shall have a floor area of not less than 1,600 square feet.
 - (ii) Floor area is that area of the dwelling exclusive of garage, screened areas, open porches, terraces, patios, or similar appurtenant areas. In further elaboration of the foregoing, floor area of the dwelling other than garage for the purposes of calculation, will be those areas heated and cooled by central heating and air conditioning system. The floor area dimensions for calculating the square footage are those dimensions taken from the exterior surface of the perimeter walls of the dwelling of the areas allowed to be included in the calculation.
- (c) No structure shall be erected closer than 20 feet to any front lot line, nor closer than 10 feet to any rear lot line, nor closer than 7 feet to any side lot line. For structures to be erected on corner lots which are those lots which front on two streets, no structure shall be erected closer than 20 feet to either front lot line.
- (d) No trailer, shack, utility shed, garage, barn, tent or other similar accessory out building shall be erected, altered, placed or permitted on any lot. No structure of any kind shall be moved on any lot except temporary buildings used by contractors in connection with construction work.
- (e) No above ground swimming pools, or exterior above ground therapy pools shall be erected, altered, placed or permitted to remain on any lot. No exterior above ground hot tubs shall be erected, altered, placed or permitted to

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS OF LAKE VALENCIA -- UNIT II

THIS DECLARATION, made on the date hereinafter set forth by WEYERHAEUSER REAL ESTATE COMPANY, hereinafter referred to as "Declarant".

RECITALS

The Declarant is the owner and developer of the following described real property which has been subdivided and platted in Plat Book 86, page 41-45 of the Public Records of Pinellas County, Florida and legally described as set forth in said plat and known as Lake Valencia Unit II.

This Declaration is a Supplemental Declaration for Lake Valencia Unit II, and in furtherance of the General Declaration of the Covenants, Conditions and Restrictions for Lake Valencia dated the 13th day of January, 1981, and recorded in O.R. Book 5133, page 2073 of the Public Records of Pinellas County, Florida which are incorporated herein by reference and become operative to Lake Valencia Unit II by the filing of this Supplemental Declaration.

Pursuant to the foregoing Recitals, the Declarant hereby declares that all the residential Lots platted and described in the plat for Lake Valencia Unit II shall be held, sold and conveyed subject, except as provided hereafter, 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 set forth in the plat for Lake Valencia Unit II and be binding upon all parties now or hereafter having any legal or equitable right, title or interest in the described properties and any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

MAY 19 4 49 PM '83

CLERK CIRCUIT COURT

ARTICLE 1 RESIDENTIAL LOTS

Section 1. Residential Restrictions: The following shall be applicable to all lots and parcels within Lake Valencia platted as residential lots, and each owner as to his lot, covenants to abide by same:

- (a) No structure shall be erected, altered or placed, or permitted to remain on any lot other than one single family dwelling. The dwelling shall not exceed two stories in height. All dwellings shall be of new

01 Cash 11 Chg
 Rec 25.00
 DS _____
 Int _____
 lot 25.00 PH

Return to:

HIS INSTRUMENT PREPARED BY:
 ALBERT P. MACPHERSON, Esq.
 WATSON, MACPHERSON, HARPER, KYNES,
 GELLER & WATSON, P.A.
 Suite 200, 600 Bypass Drive
 Clearwater, FL 33546

RETURN TO

construction and no used dwelling shall be placed on any lot. The dwelling shall have a minimum of a two car garage which shall be integral with the dwelling.

- (b) In addition to the foregoing general requirements, the following shall also be required:
- (i) No dwelling shall have less than two bedrooms and two bathrooms. It shall have a floor area of not less than 1,600 square feet.
 - (ii) Floor area is that area of the dwelling exclusive of garage, screened areas, open porches, terraces, patios, or similar appurtenant areas. In further elaboration of the foregoing, floor area of the dwelling other than garage for the purposes of calculation, will be those areas heated and cooled by central heating and air conditioning system. The floor area dimensions for calculating the square footage are those dimensions taken from the exterior surface of the perimeter walls of the dwelling of the areas allowed to be included in the calculation.
- (c) No structure shall be erected closer than 20 feet to any front lot line, nor closer than 10 feet to any rear lot line, nor closer than 7 feet to any side lot line. For structures to be erected on corner lots which are those lots which front on two streets, no structure shall be erected closer than 20 feet to either front lot line. 10⁴/₃
- (d) No trailer, shack, utility shed, garage, barn, tent or other similar accessory out building shall be erected, altered, placed or permitted on any lot. No structure of any kind shall be moved on any lot except temporary buildings used by contractors in connection with construction work.
- (e) No above ground swimming pools, or exterior above ground therapy pools shall be erected, altered, placed or permitted to remain on any lot. No exterior above ground hot tubs shall be erected, altered, placed or permitted to

remain on any lot unless fully screened from view by others by an Association approved fence, hedge or shrubbery.

- (f) No dwelling shall be erected on a land area of less than one full lot as recorded in the plat.
- (g) No noxious or offensive activities shall be permitted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- (h) No animals shall be kept or maintained on any lot except dogs, cats and other domesticated normal household pets. All pets shall be kept reasonably confined, controlled and cared for so as not to become a nuisance. Breeding of household pets for commercial purposes on any lot is prohibited.
- (i) No commercial vehicle, boat, trailer, travel trailer, tent, camper, mobile home, recreational vehicle or other similar vehicle shall be kept or stored in the street or lot except within an enclosed garage or within a storage area that is fully screened from view by others by an Association approved fence, hedge or shrubbery.
- (j) No lots shall be further subdivided, divided by partial conveyance, or its boundary lines changed. Declarant, and its successors or assigns however, expressly reserves the right to combine through replatting or otherwise, any two or more lots shown on the plat in order to create therefrom, single building lots, provided the area of the resulting lots shall not be less than the area of any lot prior to its combination with others. Declarant further reserves the right to take such steps as are reasonably necessary to make such enlarged lot suitable and fit as the building site, including but not limited to, the relocation of easements, walkways and right of ways to conform with new boundaries.
- (k) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the

Association shall have the right, but not the obligation, to restore said lot or the improvements thereon to such condition that said lot shall no longer be in violation hereof. The Association shall have the right to make individual lot assessments for any costs incurred for Association maintenance of any lot, and utilize all assessments procedures and rights as prescribed in the General Declaration for general assessments. Neither Declarant nor the Association shall be liable for any maintenance work as performed.

- (l) Fuel storage tanks on any lots shall be either buried below the surface of the ground or screened by fence, hedge, or shrubbery so as to be screened from view by others. Mechanical equipment such as air conditioning units, pumps, filters, water conditioning or purifying units, and similar items, together with clothes lines, shall also be screened by fence, hedge or shrubbery so as to be screened from view by others. All items of equipment shall be properly maintained so as to operate with a minimum of noise, and no item of equipment shall be permitted wherein the normal operation of which will cause undue disturbance to adjacent residents. All receptacles for ashes, rubbish, refuse or garbage shall be so placed as to be similarly screened so as to be concealed from public view.
- (m) No fences shall be erected without Association approval. No chain link fence or metal fence of similar design shall be allowed for any purpose. All fences allowed shall be of wood construction and properly maintained.
- (n) No exterior radio, television or other antenna shall be allowed without the express consent of the Association. All antennas shall be installed in the interior of the dwelling in such areas as the attic or garage.
- (o) No pumping or withdrawal of water from lakes and water courses on or abutting any lot shall be permitted.
- (p) No docks, piers or other similar structures shall be erected or placed in any body of water partially within the confines of any residential lot or adjacent thereto.

- (q) All lots shall be used for residential purposes only and no commercial activity shall be permitted on any lot except the construction and display of model homes by builders, provisions for vacant lot parking for model home displays, and subdivision development, promotion and sale by Declarant.
- (r) No sign shall be displayed on any lot except individual residents' "for sale" signs of a size and configuration no greater than reasonably required, customary builder model sign displays, and sign displays of Declarant concerning subdivision development, promotion and sale.

ARTICLE 2 GENERAL PROVISIONS

Section 1. General Declaration: This Supplemental Declaration is supplemental to the General Declaration of Covenants, Conditions and Restrictions for the Lake Valencia Development as identified in the Recitals hereof, with all the provisions of the General Declaration being incorporated herein by reference.

Section 2. Enforcement. The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, 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 3. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Supplemental Declaration shall run with and bind the land until January 1, 2001, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument duly executed, acknowledged and in recordable form signed by not less than ninety percent (90%) of the Lot Owners, and corporate resolution of the Board of Directors of the Association passed by two-thirds (2/3rds) of the members of the Board. Thereafter this Declaration may be amended by an instrument signed by

not less than seventy-five percent (75%) of the Lot Owners.
Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19th day of May, 1983.

WITNESS

WEYERHAEUSER REAL ESTATE COMPANY

Debra M. Sellers

By: *C. S. Lewis*
C. S. LEWIS, Vice President

Judy H. Oehring

[CORPORATE SEAL]



STATE OF FLORIDA
COUNTY OF PINELLAS

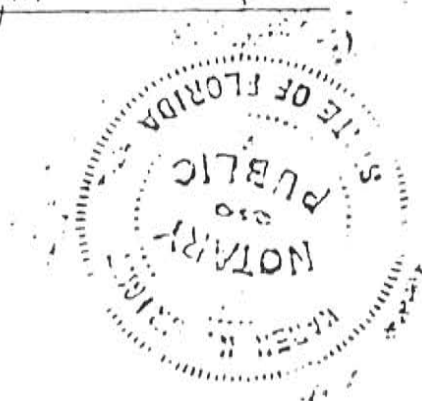
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared C. S. LEWIS, well know to me to be the Vice President of the corporation named as grantor in the foregoing Supplemental Declaration and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the 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 official seal in the County and State last aforesaid this 19th day of May, 1983.

James T. [unclear]
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 31, 1987



remain on any lot unless fully screened from view by others by an Association approved fence, hedge or shrubbery.

- (f) No dwelling shall be erected on a land area of less than one full lot as recorded in the plat.
- (g) No noxious or offensive activities shall be permitted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- (h) No animals shall be kept or maintained on any lot except dogs, cats and other domesticated normal household pets. All pets shall be kept reasonably confined, controlled and cared for so as not to become a nuisance. Breeding of household pets for commercial purposes on any lot is prohibited.
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- (p) No docks, piers or other similar structures shall be erected or placed in any body of water partially within the confines of any residential lot or adjacent thereto.

- (q) All lots shall be used for residential purposes only and no commercial activity shall be permitted on any lot except the construction and display of model homes by builders, provisions for vacant lot parking for model home displays, and subdivision development, promotion and sale by Declarant.
- (r) No sign shall be displayed on any lot except individual residents' "for sale" signs of a size and configuration no greater than reasonably required, customary builder model sign displays, and sign displays of Declarant concerning subdivision development, promotion and sale.

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Section 1. General Declaration: This Supplemental Declaration is supplemental to the General Declaration of Covenants, Conditions and Restrictions for the Lake Valencia Development as identified in the Recitals hereof, with all the provisions of the General Declaration being incorporated herein by reference.

Section 2. Enforcement. The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, 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 3. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

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not less than seventy-five percent (75%) of the Lot Owners.
Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9th day of August, 1983.

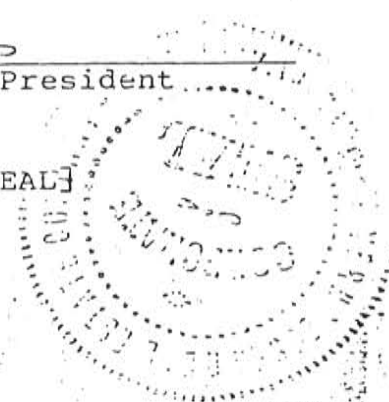
WITNESS

WEYERHAEUSER REAL ESTATE COMPANY

Richard M. Awoy
Gene Long

By: C. S. Lewis
C.S. LEWIS, Vice President

[CORPORATE SEAL]



STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared C. S. LEWIS, well known to me to be the Vice President of the corporation named as grantor in the foregoing Supplemental Declaration and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under the 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 official seal in the County and State last aforesaid this 9th day of August, 1983.

Karen K. Wright
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 31, 1987



DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WYERHAEUSER REAL ESTATE COMPANY, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Pinellas, State of Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject, except as provided hereafter, 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, upon and at the time of filing Supplemental Declarations therefor by Declarant, its successors or assigns, designating the property, or portions thereof, under Supplemental Declaration by name to be part of Lake Valencia, thereby being made subject to the provisions hereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LAKE VALENCIA HOMEOWNER'S ASSOCIATION, INC., 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 that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Plat" shall mean maps or plats as may be from time to time recorded in the Public Records of Pinellas County, Florida subdividing said properties as part of the Lake Valencia development.

Section 5. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Areas to be owned by the Association at the time of the conveyance of the first lot will be set forth and described on the plats. Special provisions for the common areas applicable when conveyed to the Association are set forth in Article VII herein.

Section 6. "Reserved Area" or "Parcel" means all the real property designated as such in a supplemental declaration or on plats of the development. Ownership of such reserved areas may be retained by Declarant and shall be put to such uses as it shall deem best, including but not restricted to, multi-family residential and commercial enterprises of every type or kind whatsoever and shall not be subject to the provisions of this Declaration.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties designated for a single family dwelling, and shall not include Common Areas or Reserved Areas.

Section 8. "Declarant" shall mean and refer to WEYERHAEUSER REAL ESTATE COMPANY, its successors and assigns if such successors or assigns should acquire unplatted properties from Declarant for the purpose of development.

Section 9. "Supplemental Declarations" means:

(a) The recorded supplemental declaration of Declarant filed for each plat in the Lake Valencia development.

(b) In the event of real property being added to the Lake Valencia development, the recorded supplemental declaration of Declarant which incorporates the provisions of this declaration therein by reference.

(c) The supplemental declaration shall include a description of the real property to which it pertains and which is made subject to the provisions of this declaration; together with any variations, modifications, changes or additions from or to this declaration which affect the real property designated therein.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass

with the title to every Lot, subject to the following general provisions and special provisions provided hereafter:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of this Declaration or supplemental declaration, or of the Association's published rules and regulations;

(c) the right of the Association to dedicate 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 agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

(d) the right of the Association to promulgate reasonable rules and regulations consistent with the purpose and use of the Common Areas as provided herein.

(e) special provisions set forth in Article VII of this Declaration.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, guests temporarily residing with owner, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, 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

single vote for such lot shall be exercised as they 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 Declarant and shall be entitled to three (3) votes for each lot owned. For acreage of Declarant set forth on Exhibit "A" not subject to plat at the time of any vote, for each acre owned by Declarant not subject to plat, the Declarant shall be entitled to nine votes which is equivalent to unplatted lots of three to the acre.

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, 1985.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned, platted and subject to supplemental declaration for Lake Valencia, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, 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 for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) individual lot assessments provided for hereafter. The annual, special and individual lot assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, when the Association causes to be recorded in the office of the Clerk of the Circuit Court for Pinellas County, Florida, a Notice of Assessment Lien which shall state the amount of such assessment and such other charges, a description of the lot which has been assessed, and the names of the record owners thereof. Upon payment of said assessment and charges or other satisfaction thereof, the Association shall, within a reasonable time, cause to be recorded a Release of Assessment Lien stating the satisfaction and release of said lien. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who

was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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, or the improvement and maintenance of the Common Areas, and for the enforcement of the provisions of this Declaration, supplemental declarations, and Association rules and regulations.

Section 3. Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred & One Dollars (\$101.00) per Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum for the time period set forth above. For the year commencing January 1 immediately following the year of the conveyance of the first lot to an Owner, the Board of Directors shall establish the annual assessment for each lot in an amount reasonably sufficient to provide for the Association's expenses for the year.

(a) Should Association expenses during the year exceed the amount of the assessment, then at such time during the year as such expenses become reasonably apparent, the Board of Directors may fix supplemental annual assessments for the balance of the year in an amount sufficient to provide for additional expenses incurred or to be incurred and shall provide notice thereof to members for payment to be made not less than thirty (30) days following the date of the sending of the notice.

(b) The Association shall provide written notice to all members of the dates, times and places of Board of Directors meetings scheduled to consider or determine annual assessments and supplemental annual assessments. Members shall be entitled to attend the Board of Directors meetings and be heard concerning the establishment of the assessments. However, the decisions of the Board of Directors thereon shall be final and not subject to membership approval.

Section 4. Special Assessments for Capital Improvements. 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, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, 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 5. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4

shall be sent to all members not less than 15 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 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 60 days following the preceding meeting.

Section 6. Individual Lot Assessments. The Association may levy an individual Lot assessment for reasonable costs and expenses which it may incur in the enforcement of the provisions of this Declaration against any Lot owner who may violate the provisions hereof.

Section 7. Uniform Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all platted Lots subject to supplemental declarations on the first day of the month following the conveyance of the Common Areas designated in the initial plat. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 rate of 9 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien to any first mortgage. 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 lien thereof, shall extinguish the lien of such assessments as to payments which became 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.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

EASEMENTS

All easements reserved by the Declarant, its successor or assigns, to which the Lots are subject, shall be set forth on the plats, including their dimensions. The provisions for all easements noted on the plats hereinafter filed are as follows:

Section 1. Utility Easements. The utility easements as designated on the plats are for the ground level, above ground and below ground level, installation, maintenance and operation of utility services, including but not limited to, water, gas, sewer, electrical, telephone and electronic communications with the normal appurtenant pipes, lines, wires, poles, braces, transformers and required equipment for the providing of the utility services.

Section 2. Drainage Easements. The drainage easements designated on the plats are reserved for surface and underground water drainage, and shall include the right of excavation and maintenance of ditches, swales, retention areas, ponds, and the installation, maintenance and operation of drainage facilities, including but limited to, drains, pipes, culverts, pumps, retaining walls, catch basins and all other drainage facilities as required.

Section 3. Ingress and Egress Easements. The ingress and egress easements as designated on the plats are reserved for vehicular and pedestrian ingress and egress including the construction, installation and maintenance of walks, paths, roads as appropriately required for the particular easements.

Section 4. Shoreline Maintenance and Water Elevation. Easements, as designated on the plats, are reserved for entry upon and maintenance of any shoreline of any lake, canal or water course, and the elevation of waters from any lake, water course, canal or retention area.

Section 5. Maintenance of Easements. It shall be the obligation of the Lot owners to maintain the easement areas, excluding however, any obligation to maintain utility facilities, drainage structures, or paved walks, paths or roads. No structure, improvement or plantings shall be placed on any easement area which will obstruct, interfere with or damage the operation, maintenance and use of the easements.

ARTICLE VII

COMMON AREAS

The Common Areas as set forth on plats when conveyed to the Association shall be subject to the following special covenants, conditions and restrictions, in addition to the general provisions therefor otherwise provided herein, and such further special covenants and conditions and restrictions as may be set forth in any supplemental declaration or as contained in the deed of conveyance to the Association:

Section 1. Lake Valencia Common Area. To the extent shown on the plat therefor, the Lake Valencia Common Area includes the lake, lands adjacent thereto, and improvements, to which the following provisions are applicable:

- (a) Boats: No motor boats shall be permitted to be launched and operated on the lake. There shall be permitted only, canoes, row boats, sail boats, and similar vessels which utilize only manual or wind propulsion.
- (b) No boats, except boats owned by lake front Lot owners, shall be launched, beached, or placed upon the waterfront of any lake front Lot without the Lot owner's express consent. All boats, except those of lake front Lot owners shall be launched on the launch areas designated by the Association or the Declarant,

S.R. 584



Plans Prepared For
**SCARBOROUGH
 CONSTRUCTORS, INC.**

by
**WAITZ and FRYE
 CONSULTING ENGINEERS**

DECEMBER, 1990
 SHEET
 FEBRUARY, 1991
 JULY, 1991
 SEPTEMBER, 1991

LAKE VALENCIA

LAKE VALENCIA

MINIMUM BUILDING REQUIREMENTS & INFORMATION

MINIMUM LOT SIZE: 78' X 115'

MINIMUM SET BACK: FRONT - 20' SIDES - 7' REAR - 10'

MINIMUM LIVING AREA: 1600 SQUARE FEET (LIMITED TO FLOOR AREA HEATED/COOLED BY CENTRAL HEATING/AIR CONDITIONING SYSTEM).

MINIMUM LIVING AREA SQUARE FOOTAGE DOES NOT INCLUDE GARAGE, SCREENED AREAS, OPEN PORCHES, TERRACES, PATIOS, OR SIMILAR APPURTENANT AREAS.

MINIMUM BEDROOMS: TWO (2).

MINIMUM BATHROOMS: TWO (2).

GARAGE: TWO-CAR GARAGE (ENCLOSED).

ARCHITECTURAL RESTRICTIONS: Plans, Specifications, Exterior Colors and Materials must have approval from the Developer and the Lake Valencia Homeowner's Association Architectural Control Committee, prior to construction start.

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WLYERHAEUSER REAL ESTATE COMPANY, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Pinellas, State of Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject, except as provided hereafter, 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, upon and at the time of filing Supplemental Declarations therefor by Declarant, its successors or assigns, designating the property, or portions thereof, under Supplemental Declaration by name to be part of Lake Valencia, thereby being made subject to the provisions hereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LAKE VALENCIA HOMEOWNER'S ASSOCIATION, INC., 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 that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association:

Section 4. "Plat" shall mean maps or plats as may be from time to time recorded in the Public Records of Pinellas County, Florida subdividing said properties as part of the Lake Valencia development.

Section 5. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Areas to be owned by the Association at the time of the conveyance of the first lot will be set forth and described on the plats. Special provisions for the common areas applicable when conveyed to the Association are set forth in Article VII herein.

Section 6. "Reserved Area" or "Parcel" means all the real property designated as such in a supplemental declaration or on plats of the development. Ownership of such reserved areas may be retained by Declarant and shall be put to such uses as it shall deem best, including but not restricted to, multi-family residential and commercial enterprises of every type or kind whatsoever and shall not be subject to the provisions of this Declaration.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties designated for a single family dwelling, and shall not include Common Areas or Reserved Areas.

Section 8. "Declarant" shall mean and refer to WEYERHAEUSER REAL ESTATE COMPANY, its successors and assigns if such successors or assigns should acquire unplatted properties from Declarant for the purpose of development.

Section 9. "Supplemental Declarations" means:

(a) The recorded supplemental declaration of Declarant filed for each plat in the Lake Valencia development.

(b) In the event of real property being added to the Lake Valencia development, the recorded supplemental declaration of Declarant which incorporates the provisions of this declaration therein by reference.

(c) The supplemental declaration shall include a description of the real property to which it pertains and which is made subject to the provisions of this declaration; together with any variations, modifications, changes or additions from or to this declaration which affect the real property designated therein.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass

with the title to every Lot, subject to the following general provisions and special provisions provided hereafter:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of this Declaration or supplemental declaration, or of the Association's published rules and regulations;

(c) the right of the Association to dedicate 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 agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

(d) the right of the Association to promulgate reasonable rules and regulations consistent with the purpose and use of the Common Areas as provided herein.

(e) special provisions set forth in Article VII of this Declaration.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, guests temporarily residing with owner, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, 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

single vote for a lot shall be exercised as they 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 Declarant and shall be entitled to three (3) votes for each Lot owned. For acreage of Declarant set forth on Exhibit "A" not subject to plat at the time of any vote, for each acre owned by Declarant not subject to plat, the Declarant shall be entitled to nine votes which is equivalent to unplatted lots of three to the acre.

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, 1985.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned, platted and subject to supplemental declaration for Lake Valencia, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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 for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) individual lot assessments provided for hereafter. The annual, special and individual lot assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, when the Association causes to be recorded in the office of the Clerk of the Circuit Court for Pinellas County, Florida, a Notice of Assessment Lien which shall state the amount of such assessment and such other charges, a description of the lot which has been assessed, and the names of the record owners thereof. Upon payment of said assessment and charges or other satisfaction thereof, the Association shall, within a reasonable time, cause to be recorded a Release of Assessment Lien stating the satisfaction and release of said lien. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who

was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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, or the improvement and maintenance of the Common Areas, and for the enforcement of the provisions of this Declaration, supplemental declarations, and Association rules and regulations.

Section 3. Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred & One Dollars (\$101.00) per Lot. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum for the time period set forth above. For the year commencing January 1, immediately following the year of the conveyance of the first lot to an Owner, the Board of Directors shall establish the annual assessment for each lot in an amount reasonably sufficient to provide for the Association's expenses for the year.

(a) Should Association expenses during the year exceed the amount of the assessment, then at such time during the year as such expenses become reasonably apparent, the Board of Directors may fix supplemental annual assessments for the balance of the year in an amount sufficient to provide for additional expenses incurred or to be incurred and shall provide notice thereof to members for payment to be made not less than thirty (30) days following the date of the sending of the notice.

(b) The Association shall provide written notice to all members of the dates, times and places of Board of Directors meetings scheduled to consider or determine annual assessments and supplemental annual assessments. Members shall be entitled to attend the Board of Directors meetings and be heard concerning the establishment of the assessments. However, the decisions of the Board of Directors thereon shall be final and not subject to membership approval.

Section 4. Special Assessments for Capital Improvements. 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, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, 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 5. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4

shall be sent to all members not less than 15 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 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 60 days following the preceding meeting.

Section 6. Individual Lot Assessments. The Association may levy an individual lot assessment for reasonable costs and expenses which it may incur in the enforcement of the provisions of this Declaration against any Lot owner who may violate the provisions hereof.

Section 7. Uniform Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all platted Lots subject to supplemental declarations on the first day of the month following the conveyance of the Common Areas designated in the initial plat. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 rate of 9 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien to any first mortgage. 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 a proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became 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.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

EASEMENTS

All easements reserved by the Declarant, its successor or assigns, to which the Lots are subject, shall be set forth on the plats, including their dimensions. The provisions for all easements noted on the plats hereinafter filed are as follows:

Section 1. Utility Easements. The utility easements as designated on the plats are for the ground level, above ground and below ground level, installation, maintenance and operation of utility services, including but not limited to, water, gas, sewer, electrical, telephone and electronic communications with the normal appurtenant pipes, lines, wires, poles, braces, transformers and required equipment for the providing of the utility services.

Section 2. Drainage Easements. The drainage easements designated on the plats are reserved for surface and underground water drainage, and shall include the right of excavation and maintenance of ditches, swales, retention areas, ponds, and the installation, maintenance and operation of drainage facilities, including but limited to, drains, pipes, culverts, pumps, retaining walls, catch basins and all other drainage facilities as required.

Section 3. Ingress and Egress Easements. The ingress and egress easements as designated on the plats are reserved for vehicular and pedestrian ingress and egress including the construction, installation and maintenance of walks, paths, roads as appropriately required for the particular easements.

Section 4. Shoreline Maintenance and Water Elevation. Easements, as designated on the plats, are reserved for entry upon and maintenance of any shoreline of any lake, canal or water course, and the elevation of waters from any lake, water course, canal or retention area.

Section 5. Maintenance of Easements. It shall be the obligation of the Lot owners to maintain the easement areas, excluding however, any obligation to maintain utility facilities, drainage structures, or paved walks, paths or roads. No structure, improvement or plantings shall be placed on any easement area which will obstruct, interfere with or damage the operation, maintenance and use of the easements.

ARTICLE VII

COMMON AREAS

The Common Areas as set forth on plats when conveyed to the Association shall be subject to the following special covenants, conditions and restrictions, in addition to the general provisions therefor otherwise provided herein, and such further special covenants and conditions and restrictions as may be set forth in any supplemental declaration or as contained in the deed of conveyance to the Association:

Section 1. Lake Valencia Common Area. To the extent shown on the plat therefor, the Lake Valencia Common Area includes the lake, lands adjacent thereto, and improvements, to which the following provisions are applicable:

- (a) Boats: No motor boats shall be permitted to be launched and operated on the lake. There shall be permitted only, canoes, row boats, sail boats, and similar vessels which utilize only manual or wind propulsion.
- (b) No boats, except boats owned by lake front Lot owners, shall be launched, beached, or placed upon the waterfront of any lake front Lot without the Lot owner's express consent. All boats, except those of lake front Lot owners shall be launched on the launch areas designated by the Association or the Declarant,

and located upon the appurtenant Common Areas. No boats may be stored on the Common Areas unless authorized by the rules and regulations of the Association.

Section 2. Recreational Activities. Only recreational activities permitted by the rules and regulations of the Association shall be permitted, and all activities thereon shall be governed by the Association. No activity shall be conducted upon the Common Areas which shall constitute a nuisance or undue annoyance to any adjacent Lot owners.

Section 3. Lake Valencia Nature Areas. The Lake Valencia Nature Areas as shown on the plats will have been in part substantially preserved in their natural state, and the following provisions are specifically applicable thereto.

- (a) The portion of the Nature Areas preserved in their natural state shall be retained in their natural state and no clearing, filling, or improvement shall be made thereon except as may be necessary by the Association to improve, repair or maintain paths, walks, bridges, cleared areas, drainage or other improvements as presently exist or may hereafter be provided by Declarant for the enjoyment of the area in its natural state.
- (b) No motorized vessels or vehicles of any kind shall be operated in the Nature Areas except as may be required for improvements, repair and maintenance.
- (c) No activity shall be conducted upon the Nature Areas which shall disturb the wildlife and vegetation except as may be required for the control of insects, vermin and pests, or otherwise necessary to protect the health, safety and welfare of Lot owners.

Section 4. Retention Areas. The Lake Valencia Retention Areas as shown on any plats are for the primary purpose of collecting, holding and discharging surface and sub-surface drainage waters, and the following provisions are specifically applicable thereto.

- (a) All Retention Areas and drainage facilities thereon shall be maintained in such a manner by the Association so as to provide for the efficient retention and drainage of water in accordance with sound engineering practices and procedures.

(b) No structures, plantings or other changes to the Retention Areas shall be made except as required for the improvement to and maintenance of the Retention Areas.

(c) No activities upon the retention area shall be permitted except for maintenance, improvements, or as may be expressly provided for in the rules and regulations of the Association specifically directed thereto and compatible with the primary purpose of the retention areas.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, 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 Lot 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 judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land until January 1, 2001, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument duly executed, acknowledged and in recordable form signed by not less than ninety percent (90%) of the Lot Owners, and corporate resolution of the Board of Directors of the Association passed by two-thirds (2/3rds) of the members of the Board. Thereafter this Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8th day of JANUARY, 1981.

WITNESS

WEYERHAEUSER REAL ESTATE COMPANY

Richard D. McCaughy
Linda L. Melrose

BY: (John W. Creighton, Jr.)
JOHN W. CREIGHTON, Vice-President

Richard D. McCaughy
Linda L. Melrose

Attest:
(Alan P. Vandervert)
Secretary

STATE OF Washington)
COUNTY OF King)

I hereby certify that on this 8th day of JANUARY, 1981, before me, the undersigned authority, personally appeared JOHN W. CREIGHTON, JR., and Alan P. Vandervert Vice-President and Secretary of WEYERHAEUSER REAL ESTATE COMPANY, to me known to be the persons described in and who executed the foregoing instrument and severally and duly acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the date aforesaid.

Allen A. Merrick
NOTARY PUBLIC, State of Washington

My Commission Expires: June 16, 1984

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
OF LAKE VALENCIA -- UNIT II

THIS DECLARATION, made on the date hereinafter set forth by WEYERHAEUSER REAL ESTATE COMPANY, hereinafter referred to as "Declarant".

RECITALS

The Declarant is the owner and developer of the following described real property which has been subdivided and platted in Plat Book 86, page 41-45 of the Public Records of Pinellas County, Florida and legally described as set forth in said plat and known as Lake Valencia Unit II.

This Declaration is a Supplemental Declaration for Lake Valencia Unit II, and in furtherance of the General Declaration of the Covenants, Conditions and Restrictions for Lake Valencia dated the 13th day of January, 1981, and recorded in O.R. Book 5133, page 2073 of the Public Records of Pinellas County, Florida which are incorporated herein by reference and become operative to Lake Valencia Unit II by the filing of this Supplemental Declaration.

Pursuant to the foregoing Recitals, the Declarant hereby declares that all the residential Lots platted and described in the plat for Lake Valencia Unit II shall be held, sold and conveyed subject, except as provided hereafter, 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 set forth in the plat for Lake Valencia Unit II and be binding upon all parties now or hereafter having any legal or equitable right, title or interest in the described properties and any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1 RESIDENTIAL LOTS

Section 1. Residential Restrictions: The following shall be applicable to all lots and parcels within Lake Valencia platted as residential lots, and each owner as to his lot, covenants to abide by same:

- (a) No structure shall be erected, altered or placed, or permitted to remain on any lot other than one single family dwelling. The dwelling shall not exceed two stories in height. All dwellings shall be of new

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INSTRUMENT PREPARED BY:
ERT P. MACPHERSON, Esq.
NSON, MACPHERSON, HARPER, KYNES,
, GELLER & WATSON, P.A.
e 200, 600 Bypass Drive
rwater, FL 33546

RETURN TO:

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CLERK CIRCUIT COURT

Handwritten signature/initials

struction and no used dwelling shall be placed on any lot. The dwelling shall have a minimum of a two car garage which shall be integral with the dwelling.

- (b) In addition to the foregoing general requirements, the following shall also be required:
- (i) No dwelling shall have less than two bedrooms and two bathrooms. It shall have a floor area of not less than 1,600 square feet.
 - (ii) Floor area is that area of the dwelling exclusive of garage, screened areas, open porches, terraces, patios, or similar appurtenant areas. In further elaboration of the foregoing, floor area of the dwelling other than garage for the purposes of calculation, will be those areas heated and cooled by central heating and air conditioning system. The floor area dimensions for calculating the square footage are those dimensions taken from the exterior surface of the perimeter walls of the dwelling of the areas allowed to be included in the calculation.
- (c) No structure shall be erected closer than 20 feet to any front lot line, nor closer than 10 feet to any rear lot line, nor closer than 7 feet to any side lot line. For structures to be erected on corner lots which are those lots which front on two streets, no structure shall be erected closer than 20 feet to either front lot line. 10 ft
- (d) No trailer, shack, utility shed, garage, barn, tent or other similar accessory out building shall be erected, altered, placed or permitted on any lot. No structure of any kind shall be moved on any lot except temporary buildings used by contractors in connection with construction work.
- (e) No above ground swimming pools, or exterior above ground therapy pools shall be erected, altered, placed or permitted to remain on any lot. No exterior above ground hot tubs shall be erected, altered, placed or permitted to

remain on any lot unless fully screened from view by others by an Association approved fence, hedge or shrubbery.

- (f) No dwelling shall be erected on a land area of less than one full lot as recorded in the plat.
- (g) No noxious or offensive activities shall be permitted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- (h) No animals shall be kept or maintained on any lot except dogs, cats and other domesticated normal household pets. All pets shall be kept reasonably confined, controlled and cared for so as not to become a nuisance. Breeding of household pets for commercial purposes on any lot is prohibited.
- (i) No commercial vehicle, boat, trailer, travel trailer, tent, camper, mobile home, recreational vehicle or other similar vehicle shall be kept or stored in the street or lot except within an enclosed garage or within a storage area that is fully screened from view by others by an Association approved fence, hedge or shrubbery.
- (j) No lots shall be further subdivided, divided by partial conveyance, or its boundary lines changed. Declarant, and its successors or assigns however, expressly reserves the right to combine through replatting or otherwise, any two or more lots shown on the plat in order to create therefrom, single building lots, provided the area of the resulting lots shall not be less than the area of any lot prior to its combination with others. Declarant further reserves the right to take such steps as are reasonably necessary to make such enlarged lot suitable and fit as the building site, including but not limited to, the relocation of easements, walkways and right of ways to conform with new boundaries.
- (k) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the

Association shall have the right, but not the obligation, to restore said lot or the improvements thereon to such condition that said lot shall no longer be in violation hereof. The Association shall have the right to make individual lot assessments for any costs incurred for Association maintenance of any lot, and utilize all assessments procedures and rights as prescribed in the General Declaration for general assessments. Neither Declarant nor the Association shall be liable for any maintenance work as performed.

- (l) Fuel storage tanks on any lots shall be either buried below the surface of the ground or screened by fence, hedge, or shrubbery so as to be screened from view by others. Mechanical equipment such as air conditioning units, pumps, filters, water conditioning or purifying units, and similar items, together with clothes lines, shall also be screened by fence, hedge or shrubbery so as to be screened from view by others. All items of equipment shall be properly maintained so as to operate with a minimum of noise, and no item of equipment shall be permitted wherein the normal operation of which will cause undue disturbance to adjacent residents. All receptacles for ashes, rubbish, refuse or garbage shall be so placed as to be similarly screened so as to be concealed from public view.
- (m) No fences shall be erected without Association approval. No chain link fence or metal fence of similar design shall be allowed for any purpose. All fences allowed shall be of wood construction and properly maintained.
- (n) No exterior radio, television or other antenna shall be allowed without the express consent of the Association. All antennas shall be installed in the interior of the dwelling in such areas as the attic or garage.
- (o) No pumping or withdrawal of water from lakes and water courses on or abutting any lot shall be permitted.
- (p) No docks, piers or other similar structures shall be erected or placed in any body of water partially within the confines of any residential lot or adjacent thereto.

Supplemental Declaration

Instrument # 81005189

83094433 & 83162972

All residential lots in the plat for LaKE Valencia Units I, II and III shall be held, sold and conveyed subject except as provided to following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of property and be binding on all parties now or hereafter and shall inure to the benefit of each owner.

Article I Residential Lots Section 1-Residential Restrictions

a) No structure shall be erected, altered or placed or permitted to remain on any lot other than one single family dwelling, not to exceed two storied in height. Dwelling shall be of new construction. Dwelling shall have a minimum is a 2 car garage which shall be integral with the dwelling.

b) In addition, following shall also be required:

i- Dwelling shall have a floor area of not less than 1600 square feet and no less than 2 bedrooms and 2 bathrooms.

ii. Floor area is that area exclusive of garage, screened areas, terraces, patios or similar areas. It includes areas heated and cooled by central heating and air conditioning system. Dimensions for calculating the square footage are taken from exterior surface of the perimeter wall of the allowed areas.

c) No structure shall be erected closer than 20 feet to any front line, nor closer than 10 feet to any rear lot line, nor closer than 7 feet to any side lot line. No structure erected on corner lots (those which front on two streets) shall be erected less than 20 feet to either front lot line.

d) No trailer, shack, utility shed, garage barn, tent or other similar accessory out building shall be erected, altered, placed or permitted on any lot.

e) No above ground swimming pools or exterior above ground therapy pool shall be erected, altered, placed or permitted to remain on any lot. No exterior above ground hot tubs shall be erected, altered, placed, or permitted to remain on any lot unless fully screened from view by others by an Association approved fence, hedge or shrubbery.

f) No dwelling erected on a land area of less than one full lot ^{is} ~~ed~~ recorded in the plat.

g) No noxious or offensive activities shall be permitted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

h) No animals shall be kept or maintained on any lot except dogs, cats and other domesticated normal household pets. All pets shall be reasonably confined, controlled and cared for, so as not to become a nuisance. Breeding of pets ~~for~~ commercial purposes is prohibited. .

i) No commercial vehicle, boat, trailer, travel trailer, tent, camper, mobile home, recreational vehicle or other similar vehicle shall be kept or stored in the street or lot except within storage area that is fully screened from view by an Association approved fence, hedge or shrubbery.

j) No lots shall be further subdivided, divided by partial conveyance, or its boundary lines changed.

k) All lots, occupied or unoccupied and ~~may~~ improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right, but not the obligation to restore lot or improvements to correct violation. The Association shall have the right to make lot assessments for costs incurred for Association maintenance and utilize all procedures and rights for general assessments. Association shall not be liable for any maintenance work as performed.

l) Fuel storage tanks on any lots shall be either ~~be~~ buried below the surface of the ground or screened from view of others by use of fence, hedge or shrubbery. Mechanical equipment such as air conditioning units, pumps, filters, water conditioning or purifying units and similar items, together with clothes lines shall also be screened by fence, hedge or shrubbery so as to be screened from view by others. All items of equipment shall be properly maintained so as to operate with a minimum of noise, and no item of equipment shall be permitted wherein the normal operation of which will cause undue disturbance to adjacent residents. All receptacles for ashes, rubbish, refuse or garbage shall be placed so as to be screened and concealed from public view.

m) No fences shall be erected without Association approval. No chain link or metal fence of similar design shall be allowed for any purpose. All fences allowed shall be of wood construction and properly maintained.

n) No exterior radio, television or other antenna shall be allowed without express consent of Association. All antennas shall be installed in interior of dwelling in such areas as the attic or garage.

o) No pumping or withdrawal of water from lakes and water courses on or abutting any lot shall be permitted.

p) No docks, piers or other similar structures shall be erected or placed in any body of water partially within confines of any residential lot or adjacent thereto.

q) All lots shall be used for residential purposes only and no commercial activity shall be permitted on any lot.

r) No sign shall be displayed on any lot except individual resident "for sale" signs of a size and configuration no greater than reasonably required.

Article 2 General Provision Section 1 General Declaration

This Supplemental Declaration is supplemental to the General Declaration of Covenants, Conditions and Restrictions for the Lake Valencia Development with all the provision of the General Declaration being incorporated herein by reference.

Section 2 Enforcement The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions covenants, reservations, liens and charges now or hereafter imposed by the provision 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 3 Severability Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4 Amendment The covenants and restrictions of this Declaration shall run with and bind the land until January 1, 2001, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 20 year period by an instrument duly executed, acknowledged and in recordable form signed by not less than 90% of Lot Owners and resolution of the Board of Directors of the Association passed by 2/3 of the members of the Board. Thereafter amendments must be signed by not less than 75% of the Lot Owners. Any amendment must be recorded.

Unit I--January 8, 1981

Unit II--May 19, 1983

Unit III--August 9, 1983

January 8, 1981

Declaration of Covenants,
Conditions and Restrictions
Instrument #810051⁷⁵~~8~~

All properties of the Lake Valencia development, described on Exhibit "A" shall be held, sold and conveyed subject except as provided hereafter, to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, property and be binding on all parties having any right, title or interest in the properties. Properties under Supplemental Declaration to be part of Lake Valencia, thereby being made subject to the provisions hereof.

Article I Definitions Section 1. "Association" shall refer to LAKE VALENCIA HOMEOWNER'S ASSOCIATION, INC.

Section 2. "Owner" shall mean 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.

Section 3. "Properties" shall mean and refer to real property of the Lake Valencia development and such additions that may be brought within the jurisdiction of the Association.

Section 4. "Plat" shall mean maps or plats as may be recorded in the Public Records of Pinellas County, Florida as part of the Lake Valencia development.

Section 5 "Common Areas" shall mean all real property including the improvements owned by the Association for the common use and enjoyment of the owners.

Section 7. "Lot " shall mean and refer to any plot of land shown upon recorded plat of the Properties designated for a single family dwelling, and shall not include Common Areas.

Section 9. "Supplemental Declarations" means:

a) The recorded supplemental declaration filed for each plat in the Lake Valencia development. It shall include a description of the real property to which it pertains and which is made subject to the provisions of this declaration; together with any variations, modifications, changes or additions from or to this declaration which affect the real property designated therein.

Article II Property Rights Section 1. Owners' Easements of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following general provisions and special provisions provided hereafter;

a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of this Declaration or Supplemental Declaration, or of the Association's published regulations;

c. the right of the Association to dedicate 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; An instrument agreeing to such dedication or transfer must be signed by 2/3 of the members and recorded.

d) the right of the Association to promulgate reasonable rules and regulations consistent with the purpose and use of the Common Areas as provided herein.

e) special provisions set forth in Article VII of this Declaration.

Section 2. Delegation of Use Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, guests temporarily residing with owner, his tenants or contract purchasers who reside on the property.

Article III Membership and Voting Rights Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Owners 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 single vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Article IV. Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, by acceptance of a deed therefor, 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 for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) individual lot assessments provided for hereafter. The annual, special and individual lot assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, when the Association causes to be recorded in the office of the Clerk of the Circuit Court for Pinellas County, Florida, a Notice of Assessment Lien which shall state the amount of such assessment and such other charges, a description of the lot which has been assessed, and the names of the record owners thereof. Upon payment of said assessment and charges or other satisfaction thereof, the Association shall, within a reasonable time, cause to be recorded a Release of Assessment Lien stating the satisfaction and release of said lien. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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, or the improvement and maintenance of the Common Areas, and for the enforcement of the provisions of this Declaration, supplemental declarations, and Association rules and regulations.

Section 3. Annual Assessments The Board of Directors shall establish the annual assessment for each lot in an amount reasonably sufficient to provide for the Association's expenses for the year.

a) Should Association expenses during the year exceed the amount of the assessment, the Board of Directors may fix supplemental annual assessments for the balance of the year in an amount sufficient to provide for additional expenses incurred or to be incurred and shall provide notice thereof to members for payment to be made not less than 30 days following the date of the sending of the notice.

b) The Association shall provide written notice to all members of the dates, times and places of Board of Directors meetings scheduled to consider or determine annual assessments and supplemental annual assessments. Members shall be entitled to be heard, however, the decisions of the Board of Directors thereon shall be final and not subject to membership approval.

Section 4 Special Assessments for Capital Improvements.

In addition to the annual assessments, the Association may levy a special assessment applicable 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 Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under

Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than 15 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 60% of all the votes of members 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 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Individual Lot Assessments. The Association may levy an individual Lot assessment for reasonable costs and expenses which it may incur in the enforcement of the provisions of this Declaration against any Lot owner who may violate the provisions hereof.

Section 7. Uniform Rate of Assessment Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Due Dates of Annual Assessments The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 30 days after the due date shall bear interest from the due date at the rate of 9% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien to any first mortgage. 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 lien thereof, shall extinguish the lien of such assessments as to payments which became 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.

Article V Architectural Control No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of 3 or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Article VI Easements All easements to which the Lots are subject, shall be set forth on the plats, including their dimensions. The provisions for all easements noted on the plats hereinafter filed are as follows:

Section 1. Utility Easements The utility easements as designated on the plats are for the installation, maintenance and operation of utility services, including but not limited to water, gas, sewer, electrical, telephone and electronic communications with the normal appurtenant pipes,

lines, wires, poles, braces, transformers and required equipment for the providing of the utility services.

Section 2. Drainage Easements The drainage easements designated on the plats are reserved for water drainage, and shall include the right of excavation and maintenance of ditches, swales, retention areas, ponds, and the installation, maintenance and operation of drainage facilities, including but limited to drains, pipes, culverts, pumps, retaining walls, catch basins and all other drainage facilities as required.

Section 3. Ingress and Egress Easements The ingress and egress easements as designated on the plats are reserved for vehicular and pedestrian ingress and egress including the construction, installation and maintenance of walks, paths, roads as appropriately required for the particular easements.

Section 4. Shoreline Maintenance and Water Elevation Easements, as designated on the plats, are reserved for entry upon and maintenance of any shoreline of any lake, canal or water course, and the elevation of waters from any lake, water course, canal or retention area.

Section 5. Maintenance of Easements. It shall be the obligation of the Lot owners to maintain the easement areas, excluding however, any obligation to maintain utility facilities, drainage structures, or paved walks, paths or roads. No structure, improvement or plantings shall be placed on any easement area which will obstruct, interfere with or damage the operation, maintenance and use of the easements.

Article VII Common Areas The Common Areas as set forth on plats shall be subject to the following special covenants, conditions and restrictions, in addition to the general provisions as otherwise provided herein, as contained in the deed of conveyance to the Association:

Section 1. Lake Valencia Common Area To the extent shown on the plat, the Lake Valencia Common Area includes the lake, lands adjacent thereto, and improvements, to which the following provisions are applicable:

a) Boats: No motor boats shall be permitted to be launched and operated on the lake. There shall be permitted only, canoes, row boats, sail boats, and similar vessels which utilize only manual or wind propulsion.

b) No boats, except boats owned by lake front Lot owners, shall be launched, beached, or placed upon the waterfront of any lake front Lot

without the Lot owner's express consent. All boats, except those of lake front Lot owners shall be launched on the launch areas designated by the Association and located upon the appurtenant Common Areas. No boats may be stored on the Common Areas unless authorized by the rules and regulations of the Association.

Section 2. Recreational Activities Only recreational activities permitted by the rules and regulations of the Association shall be permitted, and all activities thereon shall be governed by the Association. No activity shall be conducted upon the Common Areas which shall constitute a nuisance or undue annoyance to any adjacent Lot Owners.

Section 3. Lake Valencia Nature Areas The Lake Valencia Nature Areas as shown on the plats have been in part substantially preserved in their natural state, and the following provisions are specifically applicable thereto.

a) The portion of the Nature Areas preserved in their natural state shall be retained in their natural state and no clearing, filling, or improvement shall be made thereon except as may be necessary by the Association to improve, repair or maintain paths, walks, bridges, cleared areas, drainage or other improvements as presently exist for the enjoyment of the area in its natural state.

b) No motorized vessels or vehicles of any kind shall be operated in the Nature Areas except as may be required for improvements, repair and maintenance.

c) No activity shall be conducted upon the Nature Areas which shall disturb the wildlife and vegetation except as may be required for the control of insects, vermin and pests, or otherwise necessary to protect the health, safety and welfare of Lot Owners.

Section 4. Retention Areas The Lake Valencia Retention Areas as shown on the plats are for the primary purpose of collecting, holding and disbursing surface and subsurface drainage waters, and the following provisions are specifically applicable thereto.

a) All Retention Areas and drainage facilities thereon shall be maintained in such a manner by the Association so as to provide for the efficient retention and drainage of water in accordance with sound engineering practices and procedures.

b) No structures, plantings or other changes to the Retention Areas shall be made except as required for the improvement to and maintenance of the Retention Areas.

c) No activities upon the retention area shall be permitted except for maintenance, improvements, or as may be expressly provided for in the rules and regulations of the Association specifically directed thereto and compatible with the primary purpose of the retention areas.

Article VIII General Provisions Section 1. Enforcement

The Association or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, 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 Lot 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 Invalidiation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment The covenants and restrictions of this Declaration shall run with and bind the land until January 1, 2001, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 20 year period by an instrument duly executed, acknowledged and in recordable form signed by not less than 90% of the Lot Owners, and corporate resolution of the Board of Directors of the Association passed by 2/3 of the members of the Board. Thereafter this Declaration may be amended by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded.

January 8, 1981

By-Laws of
Lake Valencia Homeowners
Association, Inc.

Article I. Name and Location The name of the corporation is Lake Valencia Homeowner's Association, Inc., hereinafter referred to as the Association. Meetings of members and directors may be held at such places within the State of Florida, County of Pinellas, as may be designated by the Board of Directors.

Article II Definitions Section 1. "Association" shall refer to Lake Valencia Homeowner's Association, Inc.

Section 2. "Properties" shall mean and refer to real property of the Lake Valencia development and such additions that may be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all real property including the improvements 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 recorded plat of the Properties designated for a single family dwelling, and shall not include Common Areas.

Section 5. "Owner" shall mean 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.

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 Pinellas County, Florida.

Section 8. "Supplemental Declarations" means: the recorded supplemental declaration filed for each plat in the Lake Valencia development. It shall include a description of the real property to which it pertains and which is made subject to the provisions of this declaration; together with any variations, modifications, changes or additions from or to this declaration which affects the real property designated therein.

Section 9. "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 Regular annual meeting of the members shall be held on the same day of the same month of each year at the hour of 7 o'clock, P.M. If the day for 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 not a legal holiday.

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 1/4 of the members who are entitled to vote.

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 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 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, 1/10 of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, 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
(As amended on January 4, 1984 and applying Article XIII Section 2.)

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors of 5 directors, who need not be members of the Association. The number of directors may be changed by Amendment of the By-Laws of the Association.

Section 2 Term of Office At the annual meeting of the Association for the year 1984, the members shall elect 3 directors for a term of 3 years, 1 director for a term of 2 years and 1 director for a term of 1 year. At each annual meeting thereafter, the members shall elect new directors for the directors whose term of office has expired. The term of office for new directors shall be 3 years.

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 a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of this 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 2 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, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee 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. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any 2 directors, after not less than 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 unless

approval by a greater number of directors is required by the Declaration or Supplemental Declaration.

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 facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b) suspend the voting right to use of the recreational facilities 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 60 days for infraction of published rules and regulations.;
- c) exercise for the Association all powers, duties and authority vested or delegated to this association and not reserved to the membership by other provisions of these 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 3 consecutive regular meetings of the Board of Directors; and
- e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- f) appoint committees, including an architectural control committee as authorized by the Declaration.

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 1/4 of the 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:
 1. fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment and fix the amount of

supplemental annual assessments as required;

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

3. foreclose the lien against any property for which assessments are not paid within 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 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 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.

Article VIII Officers and Their Duties

Section 1, Enumeration of Officers 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 shall be elected annually by the Board and each shall hold office for 1 year unless he shall resign, 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.

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 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:

a) The President shall preside at all meetings of the Board; 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.

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.

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.

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; 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 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 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 available for inspection by any member and 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 and individual lot assessments where required, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 9% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's 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 Areas or abandonment of his Lot.

Article XII Corporate Seal The Association shall have a seal in circular form having within its circumference the words: LAKE VALENCIA HOMEOWNER'S ASSOCIATION, INC.

Article XIII Amendments Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In 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.