

BY-LAWS  
OF  
VALENCIA AT ABACOA HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1. Name. The name of the Association shall be Valencia at Abacoa Homeowners Association, Inc. ("Association").
2. Principal Office. The initial office of the Association shall be located in Palm Beach County, Florida. The Association may have such other offices, within the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.
3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Valencia at Abacoa, ("Declaration"), or in the Articles of Incorporation of Valencia at Abacoa Homeowners Association, Inc. ("Articles").

ARTICLE II

ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, AND PROXIES

1. Membership. The qualification of Members, the manner of their admission to membership, and the termination of such membership shall be as set forth in the Articles or in the Declaration.
2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either within the Property or as convenient thereto as possible and practical.
3. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board so as to occur at least thirty (30) but not more than one hundred twenty (120) days after the close of the Association's fiscal year on a date and at a time set by the Board.
4. Special Meetings. Special meetings of the Membership shall be held at any place within the County, whenever called by the President or Vice President or by a majority of the Board. In addition, it shall be the duty of the President to call a special meeting if so directed by the resolution of a majority of a quorum of the Board, or upon a petition signed by the Members representing at least ten (10%) percent of the total votes of the Association. The notice of any

special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. If mailed, the notice of the meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association. The post office certificate of mailing shall be retained as proof of such mailing. The notice shall be signed by an officer of the Association. In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice.

6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or alternate shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days after the date for which the meeting was originally called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members or their alternates representing at least twenty-five (25%) percent of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

8. Voting. Each Lot shall be entitled to one (1) vote on any Association matter requiring a vote of the Members. The vote to which any Lot is entitled shall not be divisible, and shall be cast by the Member designated and entitled to cast the vote according to the terms and provisions of this Section. In no event shall more than one vote be cast with respect to any one Lot.

Except as otherwise provided in this Article, each Member who is designated and entitled to cast the vote for any Lot shall be named in a voting certificate signed by all Owners of such Lot and filed with the Association. In the event any such voting certificate is not filed with the Association, the vote to which such Lot is entitled shall not be considered in determining whether a quorum is present, or for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, the provisions of subsection (D) below shall be applicable. A voting certificate shall be valid until revoked by the Owners of, or until a transfer of title to, the Lot to which the voting certificate pertains.

Voting rights shall be established as follows:

A. In the event an Owner is one person, that person's right to vote shall be established by the recorded title to his or her Lot.

B. In the event a Lot is owned by more than one person or entity, those persons or entities shall sign a voting certificate designating one of them for the purpose of casting the vote that is appurtenant to their Lot.

C. In the event a Lot is owned by an entity, or an entity is designated as the Owner entitled to cast the vote for a Lot, such entity shall designate a partner, officer, fiduciary, or employee of the entity to cast the vote that is appurtenant to the Lot. The voting certificate for such Lot shall be signed by any duly authorized partner or officer of the entity.

D. Notwithstanding anything to the contrary contained in these Bylaws, in the event a Lot is owned jointly by a husband and wife, the following provisions shall be applicable to the casting of the vote that is appurtenant to their Lot:

i. The husband and wife may, but shall not be required to, designate one of them as the voting Member;

ii. In the event the husband and wife do not designate either of them as the person entitled to cast the vote that is appurtenant to their Lot, and if both persons are present at any regular or special meeting of the Members and are unable to concur in their decision upon any subject requiring a vote of the Members, such husband and wife shall lose their right to vote on that particular subject at that particular meeting; and

iii. In the event the husband and wife do not designate the person entitled to cast the vote appurtenant to their Lot, and only one of them is present at any meeting, the Member present may cast the vote to which their Lot is entitled, without establishing the concurrence of the absent Member.

9. Proxies. "Proxy" is defined to mean an instrument containing the appointment of a

person who is substituted by a Member to vote for him, and in the Member's place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated in the proxy and any adjournments of such meeting. In no event shall any proxy be valid for a period longer than 90 days after the date of the meeting designated in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

10. Majority. As used in these By-Laws, the term "Majority" shall mean those votes, Members, Owners, or other group as the context may indicate, totaling more than fifty (50%) percent of the total number.

11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person, by alternate, or by proxy of the Members representing thirty (30%) percent of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein. If any meeting of the Membership cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board.

12. Conduct of Meetings. The President, or his or her designated alternate, shall preside over all meetings of the Association, and the Secretary, or his or her designated alternate, shall keep the minutes of the meeting, record in a minute book all resolutions adopted at the meeting, and record all transactions occurring at the meeting. Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by the Members and the Board at all reasonable times.

13. Voting Certificate and Ledger. All voting certificates shall be filed with the Secretary. The Secretary shall keep all voting certificates and shall prepare and maintain a ledger listing, by Lot, each Member who is designated to vote on behalf of such Lot.

14. Secret Ballot. At any time prior to a vote upon any matter at any meeting of Members, any Member may require that a vote be made by secret written ballot.

### ARTICLE III

#### BOARD OF DIRECTORS: NUMBER, POWERS, AND MEETINGS

##### 1. Composition and Selection.

A. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. After the Transfer Date, the Directors shall be Members or spouses of such Members; provided, however, no person and his

or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation, company, trust, or partnership, the person designated in writing to the Secretary of the Association as the representative of such corporation, company, trust or partnership shall be eligible to serve as a Director.

B. Number of Directors. The number of Directors in the Association shall be not less than three (3) nor more than five (5), as provided below. The initial Board shall consist of three (3) members as identified in the Articles. The Board elected on the Transfer Date, and the Board for each succeeding year, shall have five (5) Directors.

2. Nomination of Directors. Nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each Annual Members' Meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall be permitted from the floor. All nominees and candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

3. Election and Term of Office. The provisions of the Articles setting forth the terms of the Directors service is incorporated herein by reference. The Directors shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

4. Removal of Directors and Vacancies.

A. A Director elected by the Membership may be removed from office for any reason deemed by the Members to be in the best interests of the Association, upon the affirmative vote or the agreement in writing of a majority of the Members at a special meeting of the Members. A special meeting of Members to so remove a Director elected by them shall be held, subject to the notice provisions hereof, upon the written request of ten percent (10%) of the Members. However, before any Director is removed from office, he or she shall be notified in writing at least two (2) days prior to the meeting at which the motion to remove him or her will be made, and such Director shall be given an opportunity to be heard at such meeting, should he or she be present, prior to the vote on his or her removal.

B. The Members shall elect, at a special meeting or at the Annual Members' Meeting, persons to fill vacancies on the Board caused by the removal of a Director elected by the Members.

C. A Director designated by the Developer as provided in the Articles may be removed only by the Developer in its sole discretion and without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor for any Director designated, and

thereafter removed, by it, or for any vacancy on the Board as to a Director designated by it, and the Developer shall notify the Board as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.

D. Any Director elected by the Membership who has three consecutive unexcused absences from Board meetings, or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board and it may appoint a successor.

## 5. Meetings.

A. Organization Meetings. The first meeting of the Board following each annual meeting of the Membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

B. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of the time and place of the meeting shall be communicated to Directors not less than two (2) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver or a written consent to holding of the meeting. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

C. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President of the Association or by any three (3) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; or (c) by telephone or fax communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director. All such notices shall be given at the Director's telephone or fax number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least two days (2) before the time set for the meeting. Notices given by personal delivery, telephone or fax shall be delivered, telephoned or faxed at least twenty-four (24) hours before the time set for the meeting.

D. Waiver of Notice. The transactions of any meetings of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after

regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

E. Quorum of the Board. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days after the date for which the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. The notice provisions for the reconvened meeting shall be as determined by the Board.

F. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

G. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board, and all transactions and proceedings occurring at such meetings. Minutes of all Board meetings shall be kept in a businesslike manner and shall be available for inspection by the Members and the Board at all reasonable times.

H. Open Meetings. Except for actions taken without a formal meeting, all meetings of the Board shall be open to all Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation, but Members other than Directors may not participate in any discussions or deliberations unless permission to speak is requested on his or her behalf by a Director. In such case, the President may limit the time any Member may speak. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meetings or conducts himself or herself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he or she is a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting. Members

shall be provided notice of all Board Meetings by posting or publication of the schedule or other reasonable alternative except in the case of an emergency.

I. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

6. Powers and Duties. The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the Members or the Membership generally.

The Board shall delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

A. Preparation and adoption of an annual budget in which there shall be established the contribution of each Member to the Association Expenses;

B. Making assessments to defray the Association Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board, the annual assessment for each Member's proportionate share of the Association Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of each quarter for said quarter;

C. Providing for the operation, care, upkeep, and maintenance of all of the Common Areas;

D. Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

E. Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the Directors' best business judgment, in depositories other than



banks;

F. Making and amending rules and regulations;

G. Opening of bank accounts on behalf of the Association and designating the signatories required;

H. Making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

I. Enforcing by legal means the provisions of the Declaration, the Articles, these By-Laws, and the Rules and Regulations adopted by it.

J. Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

K. Paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

L. Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

M. Making available to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Lot, current copies of the Declaration, the Articles, the By-Laws, Rules and Regulations governing the Unit, and all books, records, and financial statements of the Association; and

N. Permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property.

O. Promulgating and enforcing design criteria and standards for improvements to the Lots.

P. Establishing, promulgating, amending, repealing, and enforcing rules and regulations: (i) for the regulation of pedestrian and vehicular traffic and use of the Association roads; (ii) for the fair, equitable and safe use and enjoyment of the Common Areas; (iii) for the maintenance, appearance, and good reputation of the Property; (iv) to promote the commonwealth, safety, welfare and harmony of the Members of the Association, their agents, employees and invitees; and (iv) relating to any matters referred to in the Declaration, Bylaws and Articles.

7. Management Agent.

A. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board by these By-Laws. The Developer, or an affiliate of the Developer, may be employed as managing agent or manager.

B. No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on not more than ninety (90) days written notice.

8. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

A. Accrual accounting, as defined by generally accepted accounting principles, shall be employed;

B. Accounting and controls should conform to the federal income tax basis of accounting;

C. Cash accounts of the Association shall not be commingled with any other accounts;

D. No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

E. Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

F. Commencing at the end of the month in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

i. An income statement reflecting all income and expense activity for the preceding period;

ii. A statement reflecting all cash receipts and disbursements for the preceding period;

iii. A variance report reflecting the status of all accounts in an "actual"

versus "approved" budget format;

iv. A balance sheet as of the last day of the preceding period; and

v. A delinquency report listing all Members who are delinquent in paying the quarterly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (A quarterly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of the first month of each quarter unless otherwise determined by the Board of Directors).

9. Borrowing. The Board shall have the power to borrow money for the limited purposes of maintenance, repair, or restoration of the Common Areas without the approval of the Members. The Board shall also have the power to borrow money for other purposes; provided, the Board shall first obtain Member approval in the same manner provided in the Declaration for special assessments in the event that the proposed total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

10. Rights of the Association. In accordance with the Articles and By-Laws, the Association shall have the right to contract with any person for the performance of various duties and functions. Such agreements shall require the consent of a majority of all the Directors.

11. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot or to suspend an Owner's right to vote for nonpayment of assessments. In the event that any occupant of a Lot violates the Declaration, By-Laws, or a Rule or Regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any Rule or Regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

A. Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may request a hearing before the Enforcement Committee; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless the hearing request is made within fourteen (14) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

B. Hearing. If a hearing is requested in a timely manner, the hearing shall be held

by the Enforcement Committee affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or Member who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. If the Enforcement Committee, by a majority vote, does not approve a proposed fine or sanction, it may not be imposed. The Board or the Enforcement Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

C. Appeal. Following a hearing before the Enforcement Committee, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, President or Secretary of the Association within thirty (30) days after the hearing before the Enforcement Committee.

D. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these By-Laws, or the Rules and Regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

## ARTICLE IV

### OFFICERS

1. Officers. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing an officer as an employee of the Association, or preclude the contracting with an officer for the management of the Association.

A. The President, who shall be a Director, shall be the chief executive officer of the Association. He or she shall have all of the powers and duties which are usually vested in the

office of the President of a corporation not-for-profit including, but not limited to, the power to appoint committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in conducting the affairs of the Association. He or she shall preside at all meetings of the Board and the Membership.

B. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etc. and shall exercise the powers and perform the duties of the Presidency in such order.

C. The Secretary shall cause to be kept the minutes of all meetings of the Board and the Membership, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He or she shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President.

D. Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the assessment rolls and accounts of the Members; he or she shall keep the books of the Association in accordance with good accounting practices; and he or she shall perform all of the duties incident to the office of the Treasurer.

2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

3. Removal. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby.

4. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the 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.

5. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board.

## ARTICLE V

COMMITTEES

1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board.

2. Enforcement Committee. In addition to any other committees which may be established, the Board may appoint an Enforcement Committee consisting of at least three (3) Members who are not officers, Directors, or employees of the Association; or the spouse, parent, child, brother, or sister of an officer, Director, or employee of the Association. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Enforcement Committee, if established, shall be the hearing tribunal of the Association, and shall conduct all hearings pursuant to these By-Laws.

## ARTICLE VI

MISCELLANEOUS

1. Fiscal Year. The fiscal year of the Association shall be determined by the Board.

2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles, the Declaration, or these By-Laws.

3. Conflicts. If there are conflicts between the provisions of the Articles, the Declaration, and these By-Laws, the provisions of the Declaration, the Articles, and the By-Laws (in that order) shall prevail.

4. Books and Records.

A. Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Mortgagee, Member, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Property as the Board shall prescribe.

B. Rules of Inspection. The Board shall establish reasonable rules with respect to:

- i. Notice to be given to the custodian of the records;
- ii. Hours and days of the week when such an inspection may be made; and
- iii. Payment of the cost of reproducing copies of documents requested.

C. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

A. If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

B. If to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this paragraph.

6. Amendments.

A. Prior to the conveyance of the first Lot, Developer may unilaterally amend these By-Laws. After such conveyance, the Developer may unilaterally amend these By-Laws so long as it still owns property submitted to the Declaration for development as part of the Property, and so long as the amendment has no material adverse effect upon any right of any Member.

B. Thereafter and otherwise, these By-Laws may be amended only by the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of voting Members representing a majority of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

C. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended;

new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial re-wording of By-Law. See By-Law \_\_\_\_ for present text." Nonmaterial errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

D. No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority of any Mortgagee, the validity of the mortgage held by such Mortgagee, or any of the rights of the Developer, without their prior written consent.

E. No modification or amendment to these By-Laws pursuant to Paragraph VI 6.B. above shall be adopted without the prior written consent of the Abacoa Property Owners' Assembly, Inc. and the Abacoa Development Company.

7. Arbitration. Internal disputes arising from the operation of the Association among Owners, the Board, or their agents and assigns may be resolved by voluntary binding arbitration. Any party to such an arbitration may seek enforcement of the final decision of the arbitrator in a court of competent jurisdiction.

8. Captions and Headings. The captions and headings pertaining to the articles and sections of these By-laws are solely used for ease of reference and in no way shall such captions or headings define, limit or in any way affect the substance of any provisions contained in these By-laws.

9. Severability. In the event any of the terms or provisions contained in these By-laws shall be deemed invalid by a court of competent jurisdiction, such term or provision shall be severable from these By-laws and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in these By-laws.

10. Number and Gender. Whenever used in these By-laws, the singular number shall include the plural, the plural number shall include the singular, and the use of any one gender shall be applicable to all genders.



11. Governing Laws. The terms and provisions contained in these By-laws shall be construed in accordance with and governed by the laws of the State of Florida.

VALENCIA AT ABACOA HOMEOWNERS  
ASSOCIATION, INC.

By: [Signature]  
Attest: [Signature] President



PALM BEACH COUNTY - STATE OF FLORIDA  
I hereby certify that the foregoing is a  
true copy of the record in my office.

This 13 Day of December 2001

DOROTHY H. WILKEN  
Clerk Circuit Court

BY [Signature]



ORB 11098 Pg 1919  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

in advance of the meeting, or by the notice being published in Abacoa's principal medium of communication.

4. Except as specifically modified herein, the Bylaws remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused these presents to signed this 7th day of May, 1999.

Signed, Sealed and Delivered  
In the presence of:

ABACOA DEVELOPMENT COMPANY  
a Delaware corporation

By Nader G.M. Salour as President  
Nader G.M. Salour as President

State of Florida )

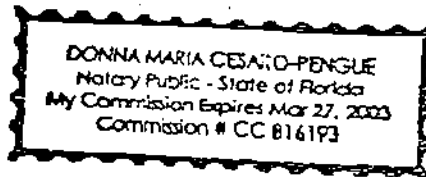
ss.

County of Palm Beach )

The foregoing instrument was acknowledged before me this 7th day of May, 1999, by Nader G.M. Salour, as President of ABACOA DEVELOPMENT COMPANY, a Delaware corporation, on behalf of the corporation. He is personally known to me.

Donna M. Cesario-Pengle  
Notary Public

Seal





Committee.

5. Section 3.3.57 is hereby amended and modified to read as follows (additional language is indicated by double underline and the deletions are indicated by ~~strikeouts~~):

"3.3.57 Appointment and removal of members of the Community Architect, the Community attorney, members of the Improvement Management Coordination Committee and, from time to time, members of special committees convened to consider matters of interest to the Assembly."

6. Article 4.2 Community Architect, is hereby amended and modified to read as follows (additional language is indicated by double underline and the deletions are indicated by ~~strikeouts~~):

4.2 Community Architect

4.2.1 Qualifications; New Construction. The Community Architect shall be a person ~~a committee of not less than two (2) persons, with demonstrable experience in a design profession and proficiency with the MXD Ordinance and urban planning, and must be properly licensed by all the appropriate governmental agencies.~~ A majority of the Community Architect shall constitute a quorum to transact business at any meeting of the Community Architect, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Community Architect. The members of the Community Architect are not required to be members of the Association. The Community Architect shall be responsible for reviewing all applications for new construction of Living Units, Commercial Units and accessory buildings and structures and, upon determination that plans for such structures are consistent with the Community Plan (as such term is defined in APPENDIX ONE of the Declaration), shall issue appropriate approvals, with or without reasonable conditions and stipulations within a reasonable time period as determined by the Board of Directors. The Community Architect may enforce a stricter set of standards to ensure that the thematic harmony of Abacoa Property is upheld for any property abutting a Through Street, abutting a Greenway or which can be seen from any street or location which the Board of Directors determines, in its sole discretion, to be of special interest to the Abacoa Property. Notwithstanding anything to the contrary contained in the Governing Documents, the Community Architect's approval shall be the only approval required for new construction by the Developer and the Participating Builders. During the Developer's Rights and Obligations period, the Community Architect shall be appointed by the Developer and the Developer shall have the sole right to remove any of the members of the such Community Architect, with or without cause, and appoint a new member or members to the Community Architect.

4.2.2 Compensation. The Community Architect may be reasonably compensated as determined by the Directors and, the Community Architect shall have the authority to hire on behalf of and at the expense of the Assembly from time to time a licensed person with experience in a design profession or proficiency with the MXD Ordinance and urban planning to provide recommendations to the Community Architect with regard to the decision making responsibilities of the Community Architect.

7. Except as specifically modified herein, the Bylaws remain in full force and effect.

ORB 10701 Pg 739  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

IN WITNESS WHEREOF, Developer has caused these presents to be signed this 19<sup>th</sup> day of October 1998.

Signed, Sealed and Delivered  
in the presence of:

Donald M. Cesaro

Judith A. Thomas

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

)ss.

ABACOA DEVELOPMENT COMPANY,  
a Delaware corporation

By: Nader G. M. Salour  
Nader G.M. Salour, as Pres.

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 1998 by Nader G. M. Salour, as President of ABACOA DEVELOPMENT COMPANY, a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Donna Maria Cesaro-Pengue

NOTARY PUBLIC  
PRINT/STAMP/TYPE NAME:  
COMMISSION EXPIRES:  
COMMISSION NUMBER:

atylabccomend.lyf

DONNA MARIA CESARO-PENGUE  
Notary Public - State of Florida  
My Commission Expires Mar 27, 1999  
Commission # CC448622