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Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
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**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR VALENCIA AT ABACOA**

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Valencia at Abacoa (hereinafter referred to as the "Declaration"), was recorded in Official Records Book 12814, Page 1688, of the Public Records of Palm Beach County, Florida, affecting certain real property as described therein; and

WHEREAS, the Declaration provides for amendment of the Declaration, as set forth herein.

NOW THEREFORE, the Declaration is hereby amended as follows:

**1. Article V, Sections 2.G. and 2.H. are hereby replaced in their entirety by the following:**

G. Vehicles. No motorcycle, , trailer, boat, van in excess of 17 feet in length, camper, motor home, bus, commercial vehicle of any type (i.e., any vehicle which has any exterior lettering or logo, or has tools or equipment attached to the exterior of same), non-passenger van (i.e. any van which does not have a rear seat and side windows), or similar vehicle shall be parked on any part of the Property, any driveway, or designated parking space within the Property except: (1) within a garage, (2) commercial vehicles, vans, or trucks delivering goods or furnishing services temporarily during daylight hours, and (3) upon such portions of the Property as the Board may, in its discretion, allow. Vehicles over eighty (80") inches in height, or those vans which do not have windows completely circling the vehicle's exterior (similar to windows around a station wagon), and permanent installed seating for four or more passengers, shall be considered to be a prohibited van. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator.

H. Parking and Garages. Except as above noted, vehicles shall be parked only in the garage or in the driveway serving the Unit, or in the appropriate spaces or designated areas in which parking may be assigned, or along Roads, where such Roads are designed for and accommodate street parking, and then subject to the reasonable rules and regulations adopted by the Board. All commercial vehicles, recreational vehicles, trailers, campers, camper trailers, boats, water craft, motorcycles, and boat trailers must be parked entirely within a garage unless otherwise approved by the Board.

**2. Article V, Sections 2.O. and 2.P. are hereby replaced in their entirety by the following:**

O. Hurricane Protection. At no time shall hurricane shutters, other than shutters installed by the Developer, or Approved Builder, be permanently installed without the approval of the ACC.

i. Accordion Shutters. All residents intending on installing accordion shutters must first seek approval from the ACC. The ACC will consider approving accordion shutters so long as the frame of the shutter matches the frame of the window and the color is complementary to the house as determined by the ACC. The ACC will never permit accordion shutters on any arched, curved or trapezoidal shaped window.

ii. Roll Shutters. All residents intending on installing roll shutters must first seek approval from the ACC. The ACC will consider approving roll shutters on the sides and back of the home so long as the color is complementary to the house as determined by the ACC. The ACC will not permit roll shutters to be installed on the front elevation. The ACC will not permit roll shutters on any arched, curved or trapezoidal shaped window.

iii. Front Elevation Options. The ACC will permit the following types of hurricane protection on the front elevation; however, approval is always first required by the ACC.

- a. Operable Colonial or Bahama shutters
- b. Clear plastic panels
- c. Impact resistant glass
- d. Window film so long as it is not reflective or otherwise detracts from the appearance of the window.
- e. Accordion shutters

P. Hurricane Preparation. A "storm event" is defined as when a hurricane or tropical storm watch is issued by appropriate authorities. All residents should prepare their units in the following ways when notified of a storm event:

i. Removing all furniture, potted plants and other moveable objects from the yard, patio and deck

ii. Securing windows with ACC approved hurricane protection.

iii. Each owner who is absent from his or her unit during the Hurricane season (May 1-November 30), must designate a responsible person to care for his or her unit both before and after a "storm event". Such person shall also contact the Association for permission to install temporary hurricane shutters.

iv. All hurricane shutters must be opened or removed, as the case may be within seven (7) days after the later of the issuance of the Hurricane or Storm Watch or when the Storm or Hurricane passes, unless there is another Storm Event.

**3. Article XVIII is hereby replaced in its entirety by the following:**

AMENDMENTS

1. Amendments by Members. Except as provided in Paragraph 3 below, this Declaration may be amended at any time by the affirmative vote of fifty-one (51%) percent of all Members of the Association; provided, however, that if the affirmative vote required for approval of an action pursuant to a specific provision to be amended, is a higher or lower percentage, then such higher or lower percentage shall be required to approve an amendment to that provision. Notice shall be given at least fourteen (14) days prior to the date of the meeting at which such proposed amendment is to be considered.

2. Filing Amendment. If any proposed amendment to this Declaration is approved as set forth above, the President and Secretary of the Association shall execute an amendment to this Declaration. Such amendment shall be recorded in the Public Records of Palm Beach County, Florida, and shall be effective upon recording. Notwithstanding the foregoing, as long as the Declarant is the Owner of any Lot, no amendment under this Section will be effective without the express written joinder and consent of the Declarant.


Except as otherwise expressly set forth herein, the terms and conditions of the Declaration as previously amended are hereby reaffirmed.

It is hereby certified that the foregoing Third Amendment to Declaration of Covenants, Conditions, and Restrictions for Valencia at Abacoa, was approved by the affirmative vote of fifty-one percent (51%) of all Members of the Association, at a duly called meeting of the Members, pursuant to Article XVIII of the Declaration.

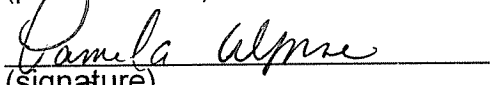
IN WITNESS WHEREOF, the undersigned President and Secretary have executed this Third Amendment to Declaration this 13<sup>th</sup> day of August, 2006.

**VALENCIA AT ABACOA  
HOMEOWNERS ASSOCIATION, INC.,**  
a Florida Not-for-Profit Corporation

Witnesses:

  
(signature)

Diane Lea Phillips  
(printed name)

  
(signature)

Pamela Wynne  
(printed name)

By:   
Michele Kukla, President

*Diane Lea Phillips*  
(signature)

Diane Lea Phillips  
(printed name)

*Pamela Wynne*  
(signature)

PAMELA WYNNE  
(printed name)

Attest: *Tara Rooney*  
Tara Rooney, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 2006, by Michele Kukla, as President, and Tara Rooney, as Secretary, respectively, of VALENCIA AT ABACOA HOMEOWNERS ASSOCIATION, INC., who are personally known to me or have produced \_\_\_\_\_ as identification and who did take an oath.

*Susan Michel*

Notary Public  
State of Florida  
My Commission Expires:

(Notary Seal)



**JOINDER AND CONSENT BY  
ABACOA PROPERTY OWNERS' ASSEMBLY, INC.**

Abacoa Property Owners' Assembly, Inc., a Florida corporation not for profit, hereby consents to the Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Valencia at Abacoa, to which this Joinder and Consent is attached. This Consent shall not be deemed a waiver of any approval rights given to Abacoa Property Owners' Assembly, Inc. under the Abacoa Declaration of Covenants, Conditions and Restrictions or any of the terms or provisions of said Declaration.

ABACOA PROPERTY OWNERS'  
ASSEMBLY, INC.

Witnesses:

Donna M. Cesaro-Pengue  
(signature)

Donna M. Cesaro-Pengue  
(printed name)

By: Nader Salour  
(signature)

NADER SALOUR - President  
(printed name, title)

Wendy A. Johnson  
(signature)

Wendy A. Johnson  
(printed name)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 2006, by Nader Salour, as President of ABACOA PROPERTY OWNERS' ASSEMBLY, INC., who is personally known to me or has produced \_\_\_\_\_ as identification and who did take an oath.

Donna M. Cesaro-Pengue  
Notary Public

State of Florida  
My Commission Expires:

(Notary Seal)

