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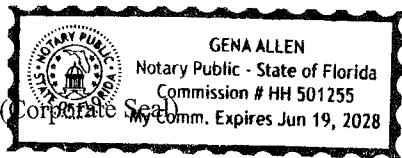
**CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
VALLEY WOOD  
AND THE  
BY-LAWS  
OF  
VALLEY WOOD HOMEOWNERS ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on December 17, 2024, by an affirmative vote of not less than fifty-one (51%) of the Lot or Unit Owners, **the Declaration of Covenants, Conditions and Restrictions for Valley Wood**, as originally recorded in O.R. Book 1423, Page 416 et seq. in all of the Public Records of Pasco County, Florida and as amended, and by not less than a majority of a quorum of members present, in person or by proxy, the **By-Laws of Valley Wood Homeowners Association, Inc.**, as amended, are hereby further amended as follows:

The Declaration of Covenants, Conditions and Restrictions for Valley Wood is hereby amended in accordance with **Exhibit "A"** attached hereto and entitled "Schedule of Amendments to the Declaration of Covenants, Conditions and Restrictions for Valley Wood."

The By-Laws of Valley Wood Homeowners Association, Inc. are hereby amended in accordance with **Exhibit "B"** attached hereto and entitled "Schedule of Amendments to the By-Laws of Valley Wood Homeowners Association, Inc."

IN WITNESS WHEREOF, VALLEY WOOD HOMEOWNERS ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 7th day of February, 2025.



VALLEY WOOD HOMEOWNERS ASSOCIATION, INC.

By: Jill M. Bell  
Jill M. Bell, President

ATTEST:  
Elizabeth Mayeux  
Elizabeth Mayeux Secretary  
Printed Name

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7th day of February, 2025, by Jill M. Bell, as President and Elizabeth Mayeux, as Secretary, of VALLEY WOOD HOMEOWNERS ASSOCIATION, INC., and are personally known to me or have produced (Both Parties) FLDL as identification.

Gena Allen  
NOTARY PUBLIC  
State of Florida at Large

**EXHIBIT "A"**  
**SCHEDULE OF AMENDMENTS**  
**TO THE**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**VALLEY WOOD**

ADDITIONS INDICATED BY UNDERLINE  
 DELETIONS INDICATED BY ~~STRIKETHROUGH~~  
 SUBSTANTIAL RE-WORDING

**1. Article I, Section 1, Section 2 and Section 6 of Declaration of Covenants, Conditions and Restrictions for Valley Wood, is amended to read as follows:**

ARTICLE I  
 DEFINITIONS

Section 1. "Association" shall mean and refer to VALLEY WOOD HOMEOWNERS ASSOCIATION, INC., its successors and assigns. The "Association derives all of its powers from the Declaration, the Articles of Incorporation and the By-Laws attached hereto for the Association and the Association is ~~not a condominium association subject to the Florida Condominium Act (F.S. 718)~~ a Florida Homeowners Association subject to Florida Statute §720.301, et. seq., as same may be amended from time to time.

Section 2. "Owner shall mean and refer to the record owner, whether one or more person, or entities of a fee simple title to any Lot or Unit 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. ~~The term "Owner" shall include AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION.~~

...

Section 6. **Substantial rewording. See governing documents for current text.** Section 6 will be eliminated in its entirety.

**2. Article IV, Section 1 and Section 2 of Declaration of Covenants, Conditions and Restrictions for Valley Wood, is amended to read as follows:**

ARTICLE IV  
 MEMBERSHIP AND VOTING RIGHTS

Section 1. Each owner of a Lot or Unit which is subject to assessment shall be a member of the Association and shall be entitled to one vote for each Lot or Unit owned, but in no event shall more than one vote be cast with respect to any Lot or Unit. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or Unit which is subject to assessment.

Section 2. **Substantial rewording. See governing documents for current text.** Section 2 shall be stricken in its entirety.

3. **Article V, Section 6, Section 8 and Section 10 of Declaration of Covenants, Conditions and Restrictions for Valley Wood, is amended to read as follows:**

ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6. Notice and Quorum for any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast ~~one third (1/3) of all the votes of each class of membership~~ thirty percent (30%) of the membership vote shall constitute a quorum.

Section 8. **Substantial rewording. See governing documents for current text.** Section 8 will be eliminated in its entirety.

Section 10. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law or ~~40.00~~ \$25.00 for each assessment installment, whichever is greater. The Association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his Lot or Unit.

4. **Article VII, Section 3 of Declaration of Covenants, Conditions and Restrictions for Valley Wood, is amended to read as follows:**

ARTICLE VII  
GENERAL PROVISIONS

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot or Unit Owners, and thereafter by an instrument signed by not less than ~~seventy five percent (75%)~~ fifty-one percent (51%) of the Lot or Unit Owners. Any amendment must be recorded. In addition, approval must be obtained from eligible mortgage holders ~~representing at least 51% of the votes of Lots or Units subject to mortgages. If an addition or amendment is not considered as a material change—such as the correction of a technical error or the clarification of a statement—the implied approval shall be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made as set forth in Section 720.306(6), Florida Statutes, as same may be amended from time to time.~~

5. **Article IX. Section 8 of the Declaration of Covenants, Conditions and Restrictions for Valley Wood is amended to read as follows:**

(G) A Renter/Lessee, as authorized under the provisions of Article IX, Section 8, shall be prohibited from sub-leasing, for any length of time, the unit which he or she is occupying under a rental/lease agreement.

**6. Article XII, Section 4, Section 5, Section 6 and Section 7 of Declaration of Covenants, Conditions and Restrictions for Valley Wood, is amended to read as follows:**

ARTICLE XII  
ADDITIONAL PROPERTY

Section 4. Voting Rights of the Declarant as to Additions to Properties. The Declarant shall have no voting rights as the land added to the Properties or any portion thereof until such land or portion thereof is actually added to Properties in accordance with the provisions of this Article. ~~Upon such land or portion being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots or Units thereof as is previously provided by this Declaration.~~

Section 5. Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have assessment obligation as to the land or any portion thereof added to the Properties until such land or portion thereof is actually added to Properties in accordance with the provisions of this Article. At such time, the Declarant shall have, but only as to such of the additional land as is added, the assessment obligation hereinafter set forth. As to such added land, Declarant shall be exempt from annual assessments with regard to Lots or Units which it owns, upon the same terms and conditions as contained in ARTICLE V of this Declaration, and shall have the same right as therein provided to waive its exemption ~~and become subject to assessment at twenty five percent (25%) of the annual assessment established for Lots or Units owned by Class A members there than the Declarant.~~

Section 6. Voting Rights of Owners Other than the Declarant as to additions to the Properties. Any Lots or Units on land added to the Properties which are owned by Owners other than the Declarant, or its assignees by separate written document, shall be entitled to voting rights identical to those granted by this Declaration ~~to other Owners of Class A Lots or Units.~~

Section 7. Assessment Obligation of Owners Other than the Declarant as to Additions to the Properties. Any Lots or Units on land added to the Properties which are owned by Owners other than the Declarant, or its assignees by separate written document, shall be subject to assessments, annual, special and otherwise in accordance with the terms and provisions of the Declaration ~~in the same manner as all other Owners of Class A Lots or Units within the Properties.~~

**7. Article XVI, Section 6 of Declaration of Covenants, Conditions and Restrictions for Valley Wood, is amended to read as follows:**

ARTICLE XVI  
INSURANCE

Section 6. Insurance Coverage by Owners. For the safety, well-being and security of all owners, ~~Each~~ owner must keep in full force and effect at all times a full replacement value insurance policy insuring his Lot and Living Unit, and also providing coverage for the Owner's personal tort liability in amounts set and determined by the Association. Premiums for such insurance shall be paid for annually, and proof of payment shall be furnished to the Association, together with a copy of all such policies the policy declaration page or similar such document. ~~In the alternative and at its option, the Association may purchase the replacement value insurance for the Living Units and the Liability coverage for the Lots or Units with the costs of such insurances then being included as a part of the regular budget of the Association expenses, assessable and collectible as set forth elsewhere herein.~~ In such event, the Association shall not be liable or responsible to any Lot or Unit Owner for the adequacy of such insurance coverage.

**8. Article XVII of the Declaration of Covenants, Conditions and Restrictions for Valley Wood, is amended to read as follows:**

ARTICLE XVII  
TERMINATION

This Declaration may be terminated at any time by an instrument signed by ~~the Class B Member, if any, and by~~ not less than eighty percent (80%) of the owners of all Lots or Units which are subject to these provisions, and the consent and concurrence of a majority of all Mortgages having First Mortgage interests in Lots or Units.

**EXHIBIT "B"**  
**SCHEDULE OF AMENDMENTS**  
**TO THE**  
**BY-LAWS**  
**OF**  
**VALLEY WOOD HOMEOWNERS ASSOCIATION, INC.**

ADDITIONS INDICATED BY UNDERLINE  
 DELETIONS INDICATED BY ~~STRIKETHROUGH~~  
 SUBSTANTIAL RE-WORDING

**1. Article I of the By-Laws of Valley Wood Homeowners Association, Inc., is amended to read as follows:**

ARTICLE I  
 NAME AND LOCATION

The name of the corporation is VALLEY WOOD HOMEOWNERS ASSOCIATION, INC., herein after referred to as the "Association". The principal office of the Association shall be located at 2320 U. S. Highway 19 North, Palm Harbor, Florida 7084 West Gulf to Lake Highway, Crystal River, Florida 34429, but meetings of members and directors may be held at such places within the State of Florida, County of Pasco, as may be designated by the Board of Directors.

**2. Article II, Section 5 of the By-Laws of Valley Wood Homeowners Association, Inc., is amended to read as follows:**

ARTICLE II  
 DEFINITIONS

Section 5. **Substantial rewording. See governing documents for original text.** Strike Section 5 in its entirety.

**3. Article III, Section 2, Section 3, and Section 4 of the By-Laws of Valley Wood Homeowners Association, Inc., are amended to read as follows:**

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 thirty percent (30%) of the members who are entitled to vote, ~~one fourth (1/4) of all of the votes of the Class A membership.~~

Section 3. Notice of Meetings. Written notice of each any special meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Such notice shall specify the place, day, ~~and~~ hour and purpose of the meeting ~~and, in the case of a special meeting, the purpose of the meeting.~~ Notice of Annual Meeting or any meeting called for the purpose of taking any action authorized under Section ~~3 or 4~~ 5 or 6 of Article ~~VI~~ V of the Declaration shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting either by mailing a copy of such notice, 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, or by delivering the same to the member's address.

- (a) **Substantial rewording. See governing documents for original text** Section 3  
 (a) has been combined with above paragraph.

- (b) **Substantial rewording. See governing documents for original text.** Strike Section 3 (b) in its entirety.
- (c) **Substantial rewording. See governing documents for original text.** Eliminate Section 3 (c) in its entirety.

Section 4. Quorum. The presence at the meeting of ~~members entitled to cast, or of proxies entitled to cast, one third (1/3) of the votes of each class of membership~~ thirty percent (30%) of the members, either in person or by proxy 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 there at shall have the 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 represented.

**4. Article IV, Section 1, Section 2, and Section 4 of the By-Laws of Valley Wood Homeowners Association, Inc., is amended to read as follows:**

ARTICLE IV  
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors, who ~~need not~~ must be members of the Association.

Section 2. ~~The Directors shall be divided into (3) three classes: Class A, Class B and Class C.~~ The term of office for all Directors shall be three years, except that the initial Class A Directors term of office of one-third (1/3) of the Directors shall expire at the first annual meeting of the members; the term of office of the initial Class B Director another one-third (1/3) of the Directors shall expire at the annual meeting one (1) year thereafter; and the term of office of the initial Class C Director of the remaining one third (1/3) of the Directors shall expire at the annual meeting two (2) years thereafter. At no time shall a majority of the Board of Directors be up for election in a single year.

Section 4. Compensation. No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties. All expenses exceeding one-hundred dollars (\$100) must be approved in writing by the Board of Directors.

**5. Article V, Section 1 of the By-Laws of Valley Wood Homeowners Association, Inc. is amended to read as follows:**

ARTICLE V  
NOMINATION AND ELECTION OF OFFICERS

**Substantial rewording. See governing documents for original text.**

**Proposed Amendment:**

Section 1. Nomination. Nominations for election to the Board of Directors shall be made among members prior to the annual meeting but no nominations will be accepted from the floor at the annual meeting. Only members, defined in the Declaration as owners of a Valley Wood Lot or Unit, may make nominations and be nominated to serve on the Board of Directors. This restriction also applies to any interim appointments made by the Board of Directors to fill vacancies as any Board appointees must be members as well.

6. **Article VI, Section 1 of the By-Laws of Valley Wood Homeowners Association, Inc., is amended to read as follows:**

ARTICLE VI  
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held at such time and place as shall be fixed from time to time by a majority of the Board. Notice of said meeting shall be given to each director, personally or by ~~mail-email, United States mail or telephone telegraph~~, at least five (5) days prior to each meeting, but nothing contained herein shall be deemed to disallow any director's waiver of said notice. Board Meeting Notices must include an Agenda which specifically identifies items to be addressed at the meeting. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. This section shall not be construed as to require regular meetings of the Board of Directors.

7. **Article VII, Section 2(a) of the By-Laws of the Valley Wood Homeowners Association, Inc. is amended to read as follows:**

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) ~~cause to be kept~~ Keep a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by ~~one-fourth (1/4) of the Class A~~ thirty percent (30%) of the members who are entitled to vote.

8. **Article IX of the By-Laws of the Valley Wood Homeowners Association, Inc. is amended to read as follows**

ARTICLE IX  
COMMITTEES

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

9. **Article XIII, Section 1 of the By-Laws of the Valley Wood Homeowners Association, Inc. is amended to read as follows:**

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~~ fifty-one percent (51%) of the members present in person or by proxy.