INSTR 6406840 OR 6250 PG 956 E-RECORDED 5/23/2023 2:25 PM PAGES 23
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $197.00 INDX $1.00

Instrument prepared by and after recording return to:
Steven M. Falk, Esq.
Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108
(239) 596-8400

DECLARATION OF COVENANTS FOR TERRENO/VALENCIA RECREATION ASSOCIATION, INC. AND FOR SHARED ROADWAY

PULTE HOME COMPANY, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation ("Pulte"), to its grantees, successors and assigns, hereby makes the following Declaration of Covenants for Terreno/Valencia Recreation Association, Inc. and Shared Roadway ("Declaration"). Terreno/Valencia Recreation Association, Inc. is referred to herein as the "Recreation Association").

A. Terreno Homeowners Association, Inc., a Florida corporation not for profit, with a mailing address of c/o Pulte Home Company, LLC, 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134 ("Terreno HOA") is the entity responsible for the management, maintenance and operation of a residential community known as Terreno pursuant to that certain Declaration of Covenants, Conditions, and Restrictions recorded in O.R. Book 6098, Page 2178, Public Records of Collier County, Florida, as amended ("Terreno Declaration");

B. Valencia Golf and Country Club Homeowners Association, Inc., a Florida corporation not for profit, with a mailing address of 1711 Double Eagle Trail, Naples, FL 34120 ("Valencia HOA") is the entity responsible for the management, maintenance and operation of a residential community known as Valencia Golf and Country Club pursuant to that certain Declaration of Covenants, Conditions, and Restrictions recorded in O.R. Book 3649, Page 3385, Public Records of Collier County, Florida, as amended ("Valencia Declaration");

C. The Recreation Association is the owner of the real property legally described in Exhibit "A" attached hereto and made a part hereof, which real property is known as "Recreation Area #1", upon which Pulte has constructed two tennis courts and a tot lot. Pulte reserves the right to construct two dog parks and related improvements in Recreation Area #1;

D. Terreno Boulevard and the portion of Double Eagle Trail located within Terreno are platted roads that are portions of Tract "R", Terreno at Valencia Golf and Country Club – Phase 1, according to the plat thereof recorded in Plat Book 71, Page 43, Public Records of Collier County, Florida ("Plat"). The portion of Terreno Boulevard from Oil Well Road to the intersection of the portion of Double Eagle Trail that is located within Terreno, is referred to herein as the "Shared Roadway";

E. The owners of lots in Terreno HOA and Valencia HOA, lessees of those owners' homes, and the family members who occupy homes with those owners or lessees, will share usage of Recreation Area #1, subject to such rules and regulations adopted by Board of Directors of the Recreation Association ("Recreation Association Board of Directors");

F. Terreno HOA and Valencia HOA shall be the Members of the Recreation Association. The owners of lots in Terreno and Valencia Golf and Country Club shall not be Members of the Recreation Association, but shall have use rights to Recreation Area #1;

G. The owners of lots in Terreno HOA and Valencia HOA, lessees of those owners' homes, and the family members who occupy homes with those owners or lessees, will share usage of the Shared Roadway, subject to such rules and regulations adopted by the Board of Directors of Terreno HOA;

H. Pulte wishes to record this Declaration to encumber Recreation Area #1 by this Declaration and to impose terms and conditions for the maintenance, repair, replacement, operation and insurance of Recreation Area #1 ("Recreation Area #1 Costs") and for the sharing of costs with respect to the maintenance, repair, replacement, operation and insurance of the Shared Roadway ("Shared Roadway Costs"). The Shared Roadway Costs do not include any costs relative to any landscaping that may be located within the Shared Roadway.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated into this Declaration.

2. **Members**. As set forth in the Recreation Association's Articles of Incorporation and Bylaws attached hereto as Exhibits "B" and "C", respectively, Terreno HOA and Valencia HOA are the Members of the Recreation Association. The board of directors of Terreno HOA shall appoint 2 directors and the board of directors of Valencia HOA shall appoint two directors to serve on the Recreation Association Board of Directors.

3. **Obligations and Cost Sharing**. The Recreation Association shall be obligated to maintain, repair, replace, operate and insure Recreation Area #1 and Terreno HOA shall be obligated to maintain, repair, replace, operate and insure the Shared Roadway. Valencia HOA shall be obligated to pay the Recreation Association 492/1177 of the Recreation Area #1 Costs and Terreno HOA shall be obligated to pay the Recreation Association 685/1177 of the Recreation Area #1 Costs. Valencia HOA shall be obligated to pay Terreno HOA 492/1177 of the Shared Roadway Costs. Such respective shares shall be adjusted from time to time based upon the total number of platted lots in each community at-build out of such communities, but shall adjustment shall not be done more frequently than on an annual basis (i.e., in connection with the adoption of the annual Recreation Association and Terreno HOA budgets, respectively).

4. **Budgeting and Payment for Recreation Area #1 Costs**. Pulte shall adopt the Recreation Association's budget for the 2023 budget year. With respect to the 2024 and subsequent budget years, on an annual basis, no later than December 15th, the Recreation Association Board of Directors shall adopt a budget of the anticipated Recreation Area #1 Costs for the subsequent fiscal year. The Recreation Association's fiscal year shall be the calendar year (January 1st through December 31st). Terreno HOA and Valencia HOA shall pay the Recreation Association their share of the Recreation Area #1 Costs in quarterly installments, due and payable on January 1st, April 1st, July 1st and October 1st of each year.

If in any fiscal year the revenue collected exceeds the actual Recreation Area #1 Costs, such excess funds shall be applied as a credit toward the amount of Recreation Area #1 Costs to be charged in the

subsequent fiscal year. In addition, the anticipated Recreation Area #1 Costs for a fiscal year shall be based upon any reasonably anticipated Recreation Area #1 Costs for that fiscal year and the actual Recreation Area #1 Costs for the preceding fiscal year.

With respect to any fiscal year subsequent to the 2023 fiscal year, if the Recreation Association Board of Directors has not adopted the next fiscal year's budget by December 15th, it shall be presumed that the amount of each quarterly installment is the same as the first installment of the previous fiscal year and shall be continued at such rate until a budget is adopted, at which time any overage or shortage shall be added to or subtracted from the next due installment owed by Terreno HOA and Valencia HOA.

The Recreation Association Board of Directors shall have the authority to impose special charges to meet unusual, unexpected or non-recurring Recreation Area #1 Costs. Terreno HOA and Valencia HOA shall each pay their respective share of special charges in the same percentages as they pay their annual share. Special charges shall be due and payable on the date determined by the Recreation Association Board of Directors.

An installment or special charge not timely paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid.

Terreno HOA's share of the Recreation Area #1 Costs and any special charges are not secured by a lien against the real property subjected to the Terreno Declaration. Valencia HOA's share of the Recreation Area #1 Costs and any special charges are not secured by a lien against the real property subjected to the Valencia Declaration.

5. Budgeting and Payment for Shared Roadway Costs.

The budget for the 2023 budget year for the Shared Roadway Costs shall be adopted by the Terreno HOA Board of Directors. With respect to the 2024 and subsequent budget years, on an annual basis, no later than December 15th, the Terreno HOA Board of Directors shall adopt a budget of the anticipated Shared Roadway Costs for the subsequent fiscal year and forward same to Valencia HOA. Terreno HOA's fiscal year shall be the calendar year (January 1st through December 31st). Valencia HOA shall pay Terreno HOA its share of the Shared Roadway Costs in quarterly installments, due and payable on January 1st, April 1st, July 1st and October 1st of each year. If in any fiscal year the revenue collected exceeds the actual Shared Roadway Costs, such excess funds shall be applied as a credit toward the amount of Shared Roadway Costs to be charged in the subsequent fiscal year. In addition, the anticipated Shared Roadway Costs for a fiscal year shall be based upon any reasonably anticipated Shared Roadway Costs for that fiscal year and the actual Shared Roadway Costs for the preceding fiscal year.

With respect to any fiscal year subsequent to the 2023 fiscal year, if the Terreno HOA Board of Directors has not adopted the next fiscal year's budget by December 15th, it shall be presumed that the amount of each quarterly installment is the same as the first installment of the previous fiscal year and shall be continued at such rate until a budget is adopted, at which time any overage or shortage shall be added to or subtracted from the next due installment owed by Valencia HOA.

The Terreno HOA Board of Directors shall have the authority to impose special charges to meet unusual, unexpected or non-recurring Shared Roadway Costs. Valencia HOA shall pay its share of special charges in the same percentage as it pays its annual share. Special charges shall be due and payable on the date determined by the Terreno HOA Board of Directors.

An installment or special charge not timely paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid.

Valencia HOA's share of the Shared Roadway Costs and any special charges are not secured by a lien against the real property subjected to the Valencia Declaration.

6. **Use Rights**. The owners of lots in Terreno HOA and Valencia HOA, lessees of those owners' homes, and their families will share usage of Recreation Area #1, subject to such rules and regulations adopted by Board of Directors of the Recreation Association.

7. **Easement**. Pulte hereby grants, gives and conveys to Valencia HOA, owners of lots in Valencia HOA, occupants of those owners' homes, guests and invitees a perpetual non-exclusive easement for pedestrian and vehicular ingress and egress over, across and upon the Shared Roadway and the portion of Double Eagle Trail located in Terreno ("Ingress and Egress Easement"). The Ingress and Egress Easement shall be deemed to create an easement only and not a conveyance of fee simple title to the Shared Roadway and the portion of Double Eagle Trail located in Terreno. In addition, the Ingress and Egress Easement shall not be deemed to be a gift or dedication of any portion of the Shared Roadway or the portion of Double Eagle Trail located in Terreno nor shall it be deemed to be a dedication for the general public.

8. **Conveyance of Portion of Double Eagle Trail Located in Terreno**. Pulte agrees that it will convey the portion of Double Eagle Trail located in Terreno to Valencia HOA by Special Warranty Deed, on or before 365 days from the recording of this Declaration, provided that prior to such conveyance Pulte must receive documentation from Collier County that the portion of Double Eagle Trail located within Valencia Golf and Country Club has been completed. Pulte has no obligation to complete the portion of Double Eagle Trail located within Valencia Golf and Country Club. The conveyance shall be subject to ad valorem taxes for the year in which the conveyance occurs and subsequent years, easements, restrictions, conditions and other matters of record, including this Declaration, but excluding the Terreno Declaration. The conveyance shall be subject to an ingress and egress easement over, across and upon the portion of Double Eagle Trail located in Terreno in favor of the Recreation Association, Pulte, Terreno HOA, owners of lots in Terreno, occupants and guests of those owners' homes, and invitees of Pulte and Terreno HOA, for the purpose of using, maintaining, repairing, replacing, operating and insuring Recreation Area #1.

9. **Default**. Pulte, the Recreation Association, Terreno HOA and Valencia HOA shall have the right to enforce the terms and conditions of this Declaration, the Articles of Incorporation and Bylaws (collectively, the "Governing Documents"). In the event of a default by a party with respect to its obligations under the Governing Documents, the non-defaulting party shall have all rights and remedies at law or in equity. In any action instituted to enforce the Governing Documents, the prevailing party shall be entitled to recover from the non-prevailing party all its costs and expenses in connection therewith (including expert witness fees), including without limitation, attorneys' fees and costs of collection, whether incurred before, at trial, on appeal, in bankruptcy on in post-judgement collection. All disputes arising under or related to the Governing Documents shall be subject to presuit mediation. If the parties cannot resolve a dispute within 10 days of receipt by one party of a notice from the other party that specifies the nature of the dispute, they shall submit the dispute to a mediation conference with a mutually agreeable mediator, which shall occur no later than 30 days after receipt of the initial notice of the dispute. If the mediation results in an impasse, the parties shall have the right to pursue all legal remedies. Fees for the mediation shall be shared equally by the parties. Mediation shall not be required if a party must file suit to avoid the operation of any statute of limitations.

In the event that Terreno HOA and/or Valencia HOA do not timely pay their share of the Recreation Area #1 Costs or any special charge, the use rights set forth in Section 4 above shall be immediately suspended for the party(ies) that defaulted in such obligations.

In the event that Valencia HOA does not timely pay its share of the Shared Roadway Costs or any special charge, the easement rights set forth in Section 5 above shall be immediately suspended for owners of lots in Valencia HOA, occupants of those owners' homes, guests and invitees.

10. Miscellaneous.

(A) Construction. The section headings contained in this Declaration are for reference purposes only and shall not affect the meaning or interpretation hereof. In construing this Declaration, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any gender shall be held to include every other and all genders.

(B) Severability. In the event any term or provision of this Declaration is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Declaration shall be construed in full force and effect.

(C) Successors and Assigns. This Declaration shall be a covenant running with the real property legally described in Exhibit "A", the Shared Roadway and the portion of Double Eagle Trail located in Terreno, and the terms, conditions, duties, responsibilities and obligations contained herein shall inure to the benefit of and shall be binding upon Pulte, the Recreation Association, Terreno HOA, Valencia HOA and their respective successors and assigns. This Declaration shall be for an initial period to expire on the 30th anniversary of the date of recordation of this Declaration. Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive 10-year periods. The number of 10-year renewal periods hereunder shall be unlimited, with this Declaration being renewed and extended upon the expiration of each 10-year renewal period for an additional 10-year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent 10-year renewal period, Terreno HOA and Valencia HOA consent in writing to terminate this Declaration, in whole or in part. The written consents to such termination shall be recorded in the Public Records of Collier County, Florida. In the event this Declaration is terminated or the Recreation Association is terminated, dissolved or liquidated, the Recreation Association's obligations pursuant to this Declaration and any other any agreement or easement which imposes obligations on the Recreation Association, shall be transferred to and accepted by a similar non-profit organization or entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation.

(D) Governing Law. This Declaration will be governed by, and construed in accordance with, the laws of the State of Florida and venue for any action related to, arising from and/or connected with this Declaration shall be in Collier County, Florida.

(E) Amendment. This Declaration may be amended only by a written agreement executed by Pulte, the Recreation Association, Terreno HOA and Valencia HOA with the formalities required for a deed and recorded in the Public Records of Collier County, Florida.

(F) Conflict. In the event that this Declaration conflicts with the Recreation Association's Articles of Incorporation or Bylaws, this Declaration shall control. In the event the Articles

of Incorporation conflict with the Bylaws, the Articles of Incorporation shall control. This Declaration shall control over any conflicting Rules and Regulations.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Pulte has executed this Declaration as of the day and year set forth below.

Witnesses:

PULTE HOME COMPANY, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation

Witness Name: Pamela S. Kraft

By: _____
Scott Brooks
Its: Director-Land Development
Southwest Florida Division

Witness Name: Cristobal Reyes

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 2nd day of May, 2023, by (✓) physical presence or ( ) online notarization, by Scott Brooks, as Director-Land Development, Southwest Florida Division of Pulte Home Company, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation, on behalf of said limited liability company. He is personally known to me.

CRISTOBAL REYES
MY COMMISSION # HH 036882
EXPIRES: August 26, 2024
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC
Name: Cristobal Reyes
My Commission Expires: _____

EXHIBIT "A"

Tract "T-3", Terreno at Valencia Golf and Country Club – Phase 1, according to the plat thereof recorded in Plat Book 71, Page 43, Public Records of Collier County, Florida.

Exhibit "B"

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TERRENO/VALENCIA RECREATION ASSOCIATION, INC., a Florida corporation, filed on May 19, 2023, as shown by the records of this office

I further certify the document was electronically received under FAX audit number H23000185756. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N23000006266.

Authentication Code: 823A00011644-052223-N23000006266-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-second day of May, 2023

Secretary of State

(((H23000185756 3)))

ARTICLES OF INCORPORATION

FOR

TERRENO/VALENCIA RECREATION ASSOCIATION, INC.

(((H23000185756 3)))

(((H23000185756 3)))

TABLE OF CONTENTS

ARTICLES OF INCORPORATION

TERRENO/VALENCIA RECREATION ASSOCIATION, INC.

PAGE NO.

ARTICLE I 1
NAME 1

ARTICLE II 1
PURPOSE AND POWERS 1

ARTICLE III 1
MEMBERSHIP 1

ARTICLE IV 1
TERM 1

ARTICLE V 1
BYLAWS 1

ARTICLE VI 2
DIRECTORS AND OFFICERS 2

ARTICLE VII 2
AMENDMENTS 2

ARTICLE XIII 3
INDEMNIFICATION 3

ARTICLE IX 3
INCORPORATOR 3

ARTICLE X 3
REGISTERED OFFICE AND REGISTERED AGENT 3

(((H23000185756 3)))

(((H23000185756 3)))

ARTICLES OF INCORPORATION
TERRENO/VALENCIA RECREATION ASSOCIATION, INC.

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, the Florida Not For Profit Corporation Act.

ARTICLE I

NAME: The name of the corporation, herein called the "Recreation Association", is Terreno/Valencia Recreation Association, Inc., and its address is c/o Pulte Home Company, LLC ("Pulte"), 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Recreation Association is organized is to provide an entity pursuant to Chapter 617, Florida Statutes to perform the Recreation Association's obligations under the Declaration of Covenants for Terreno/Valencia Recreation Association, Inc. ("Declaration"). The Recreation Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Recreation Association shall be distributed or inure to the private benefit of any Member, Director or officer. For the accomplishment of its purposes, the Recreation Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida. All funds and the title to all property acquired by the Recreation Association shall be held for the benefit of its Members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws ("Governing Documents"). In the event of termination, dissolution or final liquidation of the Recreation Association, the Recreation Association's obligations pursuant to the Declaration and any other any agreement or easement which imposes obligations on the Recreation Association, shall be transferred to and accepted by a similar non-profit organization or entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation.

ARTICLE III

MEMBERSHIP: The initial Member of the Recreation Association is Terreno Homeowners Association, Inc. Valencia Golf and Country Club Homeowners Association, Inc. shall become a Member of the Recreation Association at such time as it executes and delivers to Pulte a Consent and Joinder to the Declaration ("Consent and Joinder"), which shall be recorded in the Public Records of Collier County, Florida.

ARTICLE IV

TERM: The term of the Recreation Association shall be perpetual.

ARTICLE V

BYLAWS: The Recreation Association's Bylaws may be altered, amended, or rescinded in the manner provided therein.

(((H23000185756 3)))

ARTICLE VI

DIRECTORS AND OFFICERS:

(A) The affairs of the Recreation Association shall be administered by the Recreation Association Board of Directors, initially consisting of three Directors. Each Director shall have one vote.

(B) Initially, the board of directors of Terreno HOA shall appoint 3 Directors. Upon execution and delivery of the Consent and Joinder, one of the Directors on the Recreation Association Board of Directors appointed by the board of directors of Terreno HOA shall resign and the board of directors of Valencia HOA shall appoint 2 Directors to serve on the Recreation Association Board of Directors. From that date forward, the Recreation Association Board of Directors shall consist of 4 Directors, 2 of whom shall be appointed by the board of directors of Terreno HOA and 2 of whom shall be appointed by the board of directors of Valencia HOA. The board of directors of Terreno HOA shall have the authority to remove directors it appoints and the board of directors of Valencia HOA shall have the authority to remove the director it appoints.

(C) The business of the Recreation Association shall be conducted by the officers designated in the Recreation Association's Bylaws. The officers shall be elected each year by the Recreation Association Board of Directors at its annual meeting or subsequent meeting. The initial Directors are as follows:

Scott Brooks
c/o Pulte Home Company, LLC
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

Kimberly Morton
c/o Pulte Home Company, LLC
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

Drew Reiser
c/o Pulte Home Company, LLC
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

The initial Officers are as follows: Scott Brooks, President; Kimberly Morton, Vice President; and Drew Reiser, Secretary/Treasurer.

ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be adopted in the following manner:

(A) The Recreation Association Board of Directors shall have the authority to adopt amendments to these Articles. Notwithstanding the foregoing, at such time as Valencia HOA executes and delivers the Consent and Joinder to Pulte, 4 Directors must unanimously approve any amendment to these Articles that alters any of the following: (i) that each Director has one vote; (ii) that the Recreation Association Board of Directors shall consist of 4 Directors; and (iii) that Terreno HOA and Valencia HOA

each have the authority to appoint 2 Directors to the Recreation Association Board of Directors and replace their respective appointees. No amendment to these Articles shall be adopted that alters the quorum requirement set forth in the Bylaws.

(B) An amendment shall become effective upon filing Articles of Amendment with the Florida Department of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required for the execution of a deed.

ARTICLE XIII

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Recreation Association shall indemnify and hold harmless every Director and every officer of the Recreation Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Recreation Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Recreation Association, in a proceeding by or in the right of the Recreation Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Recreation Association Board of Directors approves such settlement as being in the best interest of the Recreation Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE IX

INCORPORATOR: The name and address of the Incorporator is as follows:

Scott Brooks
c/o Pulte Home Company, LLC
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

Scott Brooks
c/o Pulte Home Company, LLC
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

(((H23000185756 3)))

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a corporation not for profit to do business in the State of Florida, under the laws of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 2 day of May, 2023.

Scott Brooks, Incorporator

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

   Terreno/Valencia Recreation Association, Inc.

2. The name and address of the registered agent and office is:

   Scott Brooks
   c/o Pulte Home Company, LLC
   24311 Walden Center Drive, Suite 300
   Bonita Springs, FL 34134

Scott Brooks, Secretary

DATE: 5-2-2023

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Scott Brooks

DATE: 5-2-2023

BYLAWS

OF

TERRENO/VALENCIA RECREATION ASSOCIATION, INC.

EXHIBIT "C"

TABLE OF CONTENTS
FOR
BYLAWS
OF
TERRENO/VALENCIA RECREATION ASSOCIATION, INC.

PAGE NO.

1. GENERAL 1
   1.1 Principal Office 1
2. MEMBERS 1
   2.1 Recreation Association 1
3. MEETINGS: VOTING 1
   3.1 Annual Meeting 1
   3.2 Special Meetings 1
   3.3 Notice of Meetings; Waiver of Notice 1
   3.4 Quorum 2
   3.5 Vote Required 2
   3.6 Proxy Voting 2
   3.7 Adjourned Meetings 2
   3.8 Minutes 2
   3.10 Parliamentary Rules 2
   3.10 Remote Participation 3
4. RECREATION ASSOCIATION BOARD OF DIRECTORS 3
   4.1 Number and Terms of Service; Elections 3
   4.2 Qualifications 3
   4.3 Vacancies on the Recreation Association Board of Directors 3
   4.4 Removal of Directors 3
   4.5 Organizational Meeting 3
5. OFFICERS 3
   5.1 Officers and Elections 3
   5.2 President 4
   5.3 Vice-Presidents 4
   5.4 Secretary 4
   5.5 Treasurer 4
6. FISCAL MATTERS 4
   6.1 Depository 4
   6.2 Budget 4
   6.3 Reserves for Capital Expenditures and Deferred Maintenance 4
   6.6 Fidelity Bond or Insurance 4
   6.7 Fiscal Year 4
7. RULES AND REGULATIONS 5
8. COMPLIANCE AND DEFAULT: REMEDIES 5
9. AMENDMENT OF BYLAWS 5
10. MISCELLANEOUS 5
   10.1 Gender 5
   10.2 Severability 5

BYLAWS

TERRENO/VALENCIA RECREATION ASSOCIATION, INC.

1. GENERAL: These are the Bylaws of Terreno/Valencia Recreation Association, Inc., hereinafter the "Recreation Association", a corporation not for profit organized under the laws of Florida to perform the Recreation Association's obligations under the Declaration, pursuant to the Florida Not-For-Profit Corporation Act.

1.1 Principal Office. The principal office of the Recreation Association is c/o Pulte Home Company, LLC, 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

2. MEMBERS:

2.1 Members of Recreation Association . The Members of the Recreation Association are Terreno Homeowners Association, Inc. ("Terreno HOA") and Valencia Golf and Country Club Homeowners Association, Inc. ("Valencia HOA"). The Members of the Recreation Association shall act by and through the Recreation Association Board of Directors. Accordingly, meetings of the Recreation Association Board of Directors shall also be deemed simultaneous meetings of the Members. Each Director shall have one vote.

3. MEETINGS: VOTING:

3.1 Annual Meeting. There shall be an Annual meeting of the Recreation Association Board of Directors in each calendar year. The Annual meeting shall be held in Collier County, Florida, each year at a day, place and time designated by the Recreation Association Board of Directors, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Recreation Association Board of Directors.

3.2 Special Meetings. Special Recreation Association Board of Directors meetings must be held whenever called by the President or by a majority of the Directors. The business at any Special Recreation Association Board of Directors meeting shall be limited to the items specified in the notice of meeting. Special meetings shall be held in Collier County, Florida.

3.3 Notice of Meetings; Waiver of Notice. Notice must state the time, date, and place of the meeting. The Notice of Meeting must be mailed to each Director at the address which appears on the books of the Recreation Association, or may be furnished by personal delivery or sent to an email address provided to the Recreation Association by its Directors. Each Director is responsible for providing the Recreation Association with notice of any change of address. The Notice of Meeting must be mailed at least 5 days before the meeting or delivered or electronically transmitted at least 3 days before the meeting. Attendance at any meeting by a Director constitutes waiver of notice, unless the Director objects to the lack of notice at the beginning of the meeting. A Director may also waive notice of any meeting at any time by written waiver. Notice of may be electronically transmitted in the manner set forth in Section 617.0141, F.S. Notice by electronic transmission is effective when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Director has consented to receive notice. Notice is also effective when posted on an electronic network that the Director has consented to consult, upon the later of: such correct posting; or the giving of a separate notice to the Director of the fact of such specific posting; or when correctly transmitted to the Director, if by any other form of electronic transmission consented to by the Director to whom notice is given. Consent by a Director to receive notice by electronic transmission shall be revocable by the Director by written notice to the Recreation Association. Any such consent shall

be deemed revoked if: the Recreation Association is unable to deliver by electronic transmission 2 consecutive notices given by the Recreation Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The Director is responsible for providing the Recreation Association with notice of any change of mailing address, facsimile number or electronic mail address. As used in these Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Recreation Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 Quorum. A quorum at a meeting shall be attained by the presence, either in person or by proxy, of 3 Directors. After a quorum has been established, the subsequent withdrawal of any Director(s) or proxyholders, so as to reduce the number of Directors represented in person or by proxy below the number required for a quorum, shall not affect the validity of any action taken before such person(s) leave, but shall render invalid any action taken after such person(s) leave.

3.5 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be binding for all purposes, except where a greater or different number of votes are expressly required by law or by any provision Governing Documents.

3.6 Proxy Voting. Any Director entitled to attend and vote at a meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and delivered to the Recreation Association by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be Directors. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting may be adjourned to be reconvened at a specific later time by vote of a majority of the Directors present in person or by proxy, regardless of whether a quorum has been attained. The adjournment to a date, time and place must be given to all of the date, time and place of its reconvening unless all Directors are present in person or by proxy. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Minutes. Minutes of all meetings of Directors shall be kept in a businesslike manner. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Recreation Association Board of Directors meeting must be recorded in the minutes.

3.9 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of Recreation Association Board of Directors meetings when not in conflict with the law or these Bylaws. The presiding Officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.10 Remote Participation. Directors may participate in any meeting of the Recreation Association Board of Directors, by a conference telephone call, "Zoom" or similar communicative arrangement whereby all persons participating can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4. RECREATION ASSOCIATION BOARD OF DIRECTORS: The administration of the affairs of the Recreation Association shall be by the Recreation Association Board of Directors. All powers and duties granted to the Recreation Association by law, as modified and explained in the Governing Documents, shall be exercised by the Recreation Association Board of Directors.

4.1 Number and Terms of Service; Elections. The number of Directors which shall constitute the whole Recreation Association Board of Directors shall be 4. The board of directors of Terreno HOA shall appoint 2 directors and the board of directors of Valencia HOA shall appoint two directors to serve on the Recreation Association Board of Directors. Directors shall serve one-year terms. The board of directors of Terreno HOA has currently appointed 4 Directors merely in order to file the Articles of Incorporation with the Florida Department of State. At such time as the board of directors of Valencia HOA has notified the Recreation Association of the names of its appointees on the Recreation Association Board of Directors, Michael Hueniken shall be deemed to have immediately resigned from the Recreation Association Board of Directors and Drew Reiser shall be deemed to have immediately resigned from the Recreation Association Board of Directors and as Secretary/Treasurer.

4.2 Qualifications. Directors appointed by the board of directors of Terreno HOA must be directors, officers or employees of Terreno HOA or Pulte Home Company, LLC. Directors appointed by the board of directors of Valencia HOA must be directors, officers or employees of Valencia HOA. Terreno HOA and Valencia HOA shall provide notice to each as to the identify of their appointed Directors. However, if notice is not provided, it shall be presumed that the Presidents and Vice Presidents of Terreno HOA and Valencia HOA have been appointed by the board of directors of Terreno HOA and Valencia HOA.

4.3 Vacancies on the Recreation Association Board of Directors. If the office of any Director becomes vacant for any reason, the board of directors that appointed such Director shall have the authority to appoint his or her replacement.

4.4 Removal of Directors. The board of directors that appointed a Director shall have the authority to remove that Director, with or without cause.

4.5 Organizational Meeting. The organizational meeting of a new Recreation Association Board of Directors shall be held at the Annual meeting or not later than 10 days after the Annual meeting.

5. OFFICERS:

5.1 Officers and Elections. The executive Officers of the Recreation Association shall be a President, Vice President, Treasurer and a Secretary, all of whom shall be elected annually by the Recreation Association Board of Directors. Any Officer may be removed with or without cause by vote of a majority of all Directors at any meeting, provided that such action shall not result in no Officer being a director, officer or employee of a Member. Any person other than the President may hold 2 offices. The Recreation Association Board of Directors may, from time to time, appoint such other Officers, and designate their powers and duties, as the Recreation Association Board of Directors shall find to be required to manage the affairs of the Recreation Association. If the Recreation Association Board of Directors so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive Officer of the Recreation Association; he or she shall preside at all meetings, shall have general and active management of the business of the Recreation Association, and shall see that all orders and resolutions of the Recreation Association Board of Directors are carried into effect.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Recreation Association Board of Directors shall assign.

5.4 Secretary. The Secretary shall cause all votes and the minutes of all proceedings to be recorded in a book be kept for the purpose. He or she shall give, or cause to be given, notice of all meetings of the Recreation Association Board of Directors, and shall perform such other duties as may be prescribed by the Recreation Association Board of Directors or the President. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated, or the Recreation Association's manager/management company.

5.5 Treasurer. The Treasurer shall be responsible for Recreation Association's funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Recreation Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Recreation Association in such depositories as may be designated by the Recreation Association Board of Directors. He or she shall oversee the disbursement of the Recreation Association's funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Recreation Association Board of Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Recreation Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one has been designated, or the Recreation Association's manager/management company.

6. FISCAL MATTERS: The provisions for fiscal management of the Recreation Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Depository. The Recreation Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Recreation Association Board of Directors. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Recreation Association Board of Directors.

6.2 Budget. The Recreation Association Board of Directors shall adopt a budget for each fiscal year, as required by the Declaration.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. The Recreation Association Board of Directors may establish and collect reserves for capital expenditures and deferred maintenance.

6.4 Fidelity Bond or Insurance. The Recreation Association shall maintain a fidelity bond or insurance for all persons who control or disburse Recreation Association funds. The Recreation Association shall bear the cost of any insurance or bond.

6.7 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Recreation Association Board of Directors.

7. RULES AND REGULATIONS: The Recreation Association Board of Directors may, from time to time, adopt and amend Rules and Regulations, subject to any limits contained in the Declaration. Copies of the Rules and Regulations shall be furnished to the Members.

8. COMPLIANCE AND DEFAULT: REMEDIES: Remedies for violations of the Governing Documents are set forth in the Declaration.

9. AMENDMENT OF BYLAWS: The Recreation Association Board of Directors shall have the authority to adopt amendments to these Bylaws. Notwithstanding the foregoing, 4 Directors must unanimously approve any amendment to these Bylaws that alters any of the following: (i) that each Director has one vote; (ii) that the Recreation Association Board of Directors shall consist of 4 Directors; (iii) that Terreno HOA and Valencia HOA each have the authority to appoint 2 Directors to the Recreation Association Board of Directors and replace their respective appointees; and (iv) that the quorum for any meeting shall be 3 Directors. An amendment shall become effective upon recording a copy of the amendment attached to Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required for the execution of a deed.

10. MISCELLANEOUS:

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

[remainder of page intentionally left blank]

The foregoing were adopted as the first Bylaws of Terreno/Valencia Recreation Association, Inc. on this 2 day of May, 2023.

Scott Brooks, President