

This instrument prepared by and return to: --  
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1820 Ringling Boulevard  
Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS  
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SARASOTA COUNTY, FLORIDA  
HJAMES Receipt#663309



**AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
BENEVA PINES**

**WHEREAS**, the original Declaration of Restrictions for Beneva Pines Subdivision was recorded at Official Records Book 1286, Page 411, et seq., Public Records of Sarasota County, Florida, and

**WHEREAS**, there have been amendments to the Declaration as reflected by instruments recorded in the Public Records, including a 1998 amendment and restatement recorded at Official Records Book 3065, Page 1424, et seq., Public Records of Sarasota County, Florida, and

**WHEREAS**, a significant package of amendments was recently approved by not less than two-thirds of the members present, in person or by proxy at a membership meeting held on June 26, 2005, and

**WHEREAS**, the entire membership of the Board of Directors voted to propose and approve the amendments at a Board meeting on May 9, 2005, and otherwise voted to integrate all of these provisions into a single instrument.

**NOW THEREFORE**, Beneva Pines Homeowners Association, Inc. does hereby amend and restate the Declaration of Restrictions for Beneva Pines Subdivision for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the property and binding on all existing and future owners, and all others having an interest in the lands or occupying or using the property.

ARTICLE I  
Definitions

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) "Association" shall mean and refer to Beneva Pines Homeowners Association, Inc., a Florida corporation not-for-profit, its successors, and assigns.
- (b) "Beneva Pines, Subdivision, or Property" shall mean and refer to the single-family residential subdivision known as Beneva Pines as more particularly described in Article II hereof.
- (c) "Common or Association Area(s)" shall mean and refer to any property, whether improved or unimproved, or any easement or interest therein, which is owned by the Association or which is declared to be a Common Area by this Declaration. Common Areas shall include, but are not limited to, that portion of the plat under common ownership and generally identified on the plat as common area(s) or open space, and shall also include the Beneva Road Wall and those easements set forth in Official Records Instruments 2003012285, 2003012286, 2003012287, and 2003012288, of the Public Records of Sarasota County, Florida.

- (d) "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants and Restrictions of Beneva Pines, as it may be amended from time to time.
- (e) "Lot" shall mean and refer to the residential lots designated on the plat of Beneva Pines.
- (f) "Lot Owner" or "Owner" shall mean and refer to the record fee simple titleholder, whether one or more persons or entities, of the lots in the Subdivision.

ARTICLE II  
Property Subject to the Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration is all of the property forming and being a part of Beneva Pines, described as Beneva Pines Subdivision, per plat thereof as recorded in Plat Book 25, pages 47 and 47A, Public Records of Sarasota County, Florida.

ARTICLE III  
Beneva Pines Homeowners Association, Inc.

1. In order to establish, protect, and preserve the quality of the Subdivision, all Lot Owners in the Subdivision shall be required to become members of the Association and to maintain such membership in good standing. Membership in the Association shall be an appurtenance to and may not be separated from ownership of the Lot. All members of the Association shall be bound by this Declaration, and the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Association, which are attached hereto as Exhibits A and B, respectively.

2. The Association shall be operated pursuant to this Declaration, and the Articles of Incorporation and Bylaws, including the following provisions:

(a) In the event of any conflict, the Declaration shall take precedence over the Articles of Incorporation; Bylaws and applicable rules and regulations; the Articles shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations; all as amended from time to time.

(b) Unless the approval or action of Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles or Bylaws, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

(c) The Association has the power to acquire property, both real and personal. The power to acquire and dispose of personal property shall be exercised by the Board of Directors. The power to acquire, improve, mortgage, and dispose of real property may be exercised by the Board of Directors but only after approval by at least a majority of the voting interests of the entire membership.

(d) If available at a reasonable cost, the Association shall obtain and maintain public liability insurance in such amounts as the Board of Directors may deem appropriate, and casualty insurance on insurable improvements within the Common Area. The Board of Directors shall also have the authority to acquire and maintain errors and omissions coverage to protect the board members, officers, and volunteers from liability. The Board of Directors shall have authority to compromise and settle all claims against the Association, except as may be otherwise provided by law, but nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

ARTICLE IV  
Assessments and Collections

1. The Association shall have the power and duty to assess each Lot Owner equally, for the expenses necessary to carry out the responsibilities and duties of the Association, and for such expenses as may reasonably be incurred by the Association in promoting the health, safety, welfare, and recreational interests of the residents of the Subdivision, including but not limited to the following:

(a) To pay all ad valorem taxes assessed against the Common Areas of the Subdivision, and against any and all personal property that may hereafter be acquired by the Association.

(b) To pay any other taxes assessed against or payable by the Association.

(c) To pay all expenses required for the operation, management, repair, maintenance, improvement and replacement of Common Areas, including, without limitation, expenditures for the entries, street lighting, landscaping, horticultural improvements, irrigation of common areas, and the Beneva Road Wall.

(d) To pay all utility charges incurred in connection with the operation of said Common Areas, including lighting expense.

(e) To acquire and pay for such casualty, liability and other insurance coverage as the Association may deem necessary or desirable.

(f) To pay the operating expenses of the Association.

(g) To repay any funds borrowed by the Association for any of its lawful purposes, including interest thereon.

(h) To make such other expenditures as may be deemed necessary or desirable by the Association's board of directors for the purpose of accomplishing the intent, purposes and objectives set forth in this Declaration.

2. Each Owner of a Lot shall pay to the Association (1) annual assessments for membership in the Association and (2) special assessments as may be levied by the Association. A member is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the owner.

3. The amount of said annual and special assessments shall be established as set forth in the Bylaws. Assessments and installments thereof not paid within thirty (30) days from the date when they are due shall bear interest at the highest legal rate of interest permitted under usury laws from the due date until paid. The Association may impose a late payment fee, in addition to interest, of \$25.00 per delinquent assessment. All payments on account shall be applied first to interest, then to late payment fees, attorney's fees, and costs, and finally to unpaid assessments. No payment by check is deemed received until the check has cleared. The annual and special assessments, together with interest, costs of collection, and reasonable attorneys fees incurred by the Association in the collection of assessments, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. The lien is effective from and after recording a claim of lien in the Public Records of Sarasota County, stating the description of the Lot, the name of the record owner, the amount(s) due and the due date(s). The lien is in effect until all sums secured by it have been fully paid or until barred by law. The claim of lien includes assessments that are due when the claim is recorded, as well as any assessments that shall subsequently become due together with such other sums specified herein. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. Liens for unpaid annual and special assessments may

be enforced by the Association by foreclosure suit in the same manner as a mortgage foreclosure, or in such other manner as may be permitted by law. In the event the Association shall institute suit to foreclose such lien, it shall be entitled to recover from the owner of such property the aforesaid interest and late charges and all costs, including reasonable attorneys fees, incurred in preparation for and in bringing such proceedings, and all such costs, interests and fees shall be secured by said lien. An owner has the right to require from the Association a certificate showing the amount of unpaid assessments with respect to the owner's lot.

#### ARTICLE V

##### Ownership, Use, and Maintenance of the Common Area

1. Except for those portions of the Common Area for which the responsibility of maintenance has been or hereafter is imposed on any or all of the Owners by virtue of this Declaration, the Association shall maintain, repair, and replace the Common Area as a common expense of the Association. Every Lot Owner and tenant shall have the nonexclusive right to use and enjoy the Common Area subject to the following provisions:

(a) The right of the Association to establish, modify, amend, rescind, and enforce reasonable rules and regulations regarding use of the Common Area.

(b) The right of the Association to suspend the right to use the Common Area by any Lot Owner, and the tenants and guests of the Owner, for any period during which any assessment levied under this Declaration is delinquent for 90 days or more.

(c) The right of the Association to grant easements over the Common Area.

(d) No person shall, without the written approval of Association, do any of the following on any part of the Common Area; install, build, or place any improvement or structure; store any property; commit waste, leave debris or create or maintain a nuisance; operate motorcycles for any purpose other than as a means of transportation on the roads; permit the running of unleashed animals; light any fires; fell any trees or injure any landscaping; interfere with any drainage, utility, or access easements; discharge any liquid or material, other than natural drainage, into any lake, pond, or watercourse; alter or obstruct any lakes, ponds, or watercourses; or interfere with any water control structures or apparatus.

#### ARTICLE VI

##### Use Restrictions

The Owners, and all occupants and guests, of each Lot in the Subdivision shall be subject to the following use restrictions:

1. **Single Residences Exclusively.** No building shall be erected, altered, placed or permitted to remain on any lot in this subdivision, other than one detached single family dwelling not to exceed two stories in height, and a private garage for two or more cars, which garage shall be attached and made a part of the dwelling house. No garage shall be converted to any other use and garage doors must be closed overnight. All Lots and residences shall be used for residential purposes only, provided however, Owners, tenants and occupants may conduct limited professional or business activities incidental to the primary use of the Lot as a residence, but only if the activity is acceptable under the Zoning Regulations of Sarasota County; cannot be seen, heard or smelled by other residents; does not cause an increase in pedestrian or vehicular traffic in the Subdivision; does not increase the insurance risk of other Lot Owners, or the Association; or constitute a dangerous activity jeopardizing the health, safety or welfare of other residents or their pets.

2. **Size of Buildings.** The buildings to be erected or maintained shall be constructed of the same kind of new and durable materials. All buildings are to be similar in design and in keeping with those of the surrounding development. The building shall have a floor area of not less than 1,500 square feet, exclusive of porches, breezeways, and garages.

3. Set-Back Lines, Etc. No dwelling shall be erected nearer than 20 feet to the front lot line, or closer than 8 feet from the side lot line. No dwelling shall be erected nearer than 20 feet to any side street line (front lot line being the line along the street). If more than one lot is used as a single dwelling site, than side lot lines shall refer to the line bordering on the adjoining owners' property.

4. Garages. No garage shall be erected on any lot prior to the construction of a dwelling. If a garage is built either simultaneously with, or subsequent to the construction of the dwelling, the same shall be of the same kind of materials as the construction of the dwelling and shall be substantial and shall conform architecturally with the dwelling, and shall be attached to such dwelling.

5. No structure shall be constructed upon any Lot until the complete plans and specifications for the same, or material alterations or substantial additions in the same, if that be the case, together with a detailed plot plan thereof showing the location of the structure in relation to the Lot boundary lines, shall be submitted to the Board of Directors of the Association for approval along with a cover letter stating the applicant's full name and mailing address, the general contractor who will do the construction and a proposed completion time. For purposes of this paragraph, unless otherwise expressly provided for herein, a "Structure" shall include all improvements including the dwelling, surfaced driving or parking areas, pools and patios, outdoor recreational equipment such as basketball boards and hoops, and any buildings or improvements of any type whatsoever, or material alterations or substantial additions to any of the foregoing. This requirement for review and approval by the Association shall also apply to substantial changes in the exterior color(s) of a residence. One copy of such plans and specifications and plot plan shall be retained as a permanent record. The Board of Directors shall have no more than thirty (30) days to approve or reject the plans, specifications and plot plan, and if rejected, the Board of Directors shall advise the applicant in writing of the portions or parts thereof which were objectionable, said notice of rejection to be delivered to the submitting party by depositing the same in the U.S. Mails, postage prepaid, addressed to the applicant at the address set forth in the original submission within said thirty (30) day period. In the event that the applicant makes the changes requested, the plans, specifications, and plot plan shall be resubmitted and approved within ten (10) days after resubmission. The Board of Directors shall evidence approval of plans, specifications and plot plans by delivering to applicant in the manner set forth above a written statement of approval in duplicate, one copy of which shall be posted on the subject Lot during the construction term. All construction work must be completed in accordance with the plans, specifications and plot plan so approved and must be complete within twelve months from the date of commencement of construction.

(a) The approval, rejection or withholding of any approval by the Association shall not be construed or interpreted as a representation or determination that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met. The approval of the Association relates to the aesthetics of the improvements and alterations, and to other factors determined appropriate by the Association. Approval may be denied if the Board of Directors determines that the proposed construction, improvement, modifications or alterations would adversely affect, or in any material manner be detrimental to, the Subdivision, in part or in whole, and shall include but not be limited to the harmony of the size, exterior design, color, and location of the proposed construction, improvement, or alteration, in relation to and its effect upon surrounding structures, vegetation, topography, and the overall community design; the character of the exterior materials; the planned quality of the exterior materials; design and construction standards; aesthetics; and any other factor deemed material or relevant by the Board of Directors.

(b) Notwithstanding the requirement for prior written approval of the Association, guidelines adopted by the Board of Directors may permit an Owner to erect or install a structure, or perform an alteration or improvement, without obtaining such approval but only if the Owner strictly complies with the guidelines. The compliance with a written guideline that specifically states that an Owner may proceed thereunder without first obtaining written approval of the Association shall constitute proceeding with approval since the Owner will be governed by the guideline and must comply with every detail, term and condition thereof. Owners are encouraged to consult with the Association first and to ask questions to avoid any misunderstanding or confusion. An Owner proceeds at the owners risk and shall

be required to remove, or modify, any installation, alteration, or improvement to comply with the guideline as interpreted by the Association.

(c) Any construction, alterations, improvements, or changes of any nature whatsoever that are not approved in writing by the Association as provided herein shall be deemed unauthorized alterations which may be removed by the Association at the Owner's expense in the event the Owner fails to undertake the necessary corrective action within a reasonable period of time after receipt of written notice from the Association. For purposes hereof, a reasonable period of time shall be no less 30 days unless there is a significant health or safety issue requiring immediate corrective action. The Association shall have a right of ingress and egress to the Lot for the purposes of removing the installations and any entry in that regard shall not be deemed a trespass. All expenses and charges incurred by the Association, including but limited to the costs of removal, storage, or disposal, engineering and professional fees, and the like, shall be borne by the Owner and shall be secured by a lien on the Lot which may be foreclosed by the Association in the same manner as a real property mortgage.

6. Lawns And Landscaping. All lawns in the front of each lot shall be sodded with grass from the front of the residence to the pavement line of the street, provided however, that the requirement for sod in the front yard shall not prohibit landscaping around the front of the residence as long as the majority of the front yard area is sodded. No artificial plants shall be permitted in the front yard of any Lot. Xeriscape may be permitted subject to review and written approval by the Association, but not in areas that are required to be sodded with grass. No gravel or blacktop or paved parking strips are to be allowed. There shall be no material alterations or improvements to the landscaping without prior written approval from the Association, which approval shall not be unreasonably withheld. By way of illustration and not limitation, no mature trees may be removed, or hedges removed or planted, without prior written approval. In the event the Association approves the removal of a tree, the Owner must remove the tree stump and landscape the area where the tree was formerly located.

7. Walls, Fences, and Hedges. No wall, fence, or hedge shall be built or maintained in the front yard of any Lot, which for this purpose shall mean the area from the street up to the front edge of the residence on the Lot. Fences, walls, or hedges up to six (6) feet in height may be permitted along the rear lot lines of Lots located on the outer boundary of the Subdivision but not on interior lot lines bounding Lots in the Subdivision and not around the lake. Hedges and shrubs may be permitted along interior lot lines. In no event shall chain link fencing be permitted anywhere in the Subdivision. All fences, walls, shrubs or hedges permitted by this provision must be submitted to and approved by the Association as required elsewhere in this Declaration. The Association may construct and maintain a wall or hedge up to eight feet in height along the west boundary of the Subdivision (hereinafter the "Beneva Road Wall"). The Beneva Road Wall shall be maintained by the Association in good condition and appearance. The Association shall have an easement across each lot as is reasonably necessary to permit the construction and maintenance of the Beneva Road Wall. No owner shall alter the appearance or structure of the Beneva Road Wall. No wall, fence, or hedge shall be maintained in such manner as to be unsightly.

8. Other Structures. Storage buildings, tool and garden sheds, and similar structures are prohibited. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person. Certain television, satellite, or other antenna systems may be erected or installed on a Lot subject to compliance with the following requirements:

(a) Permissible antennas include (collectively hereinafter referred to as "antennas") direct broadcast satellite dishes (DBS) that are less than one meter in diameter, and multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

(b) Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. The Board of Directors of the Association may promulgate rules and policies on suitable locations for each lot.

(c) Screening of Antennas. All antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the community at a height of at least 48 inches. Taller antennas shall be screened to their full height if reasonably practicable.

(d) Safety Requirements. To safeguard the safety of the lot owner, occupants of the residence in which the antenna is located, neighboring property owners, and other owners and members in the community, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

(e) Proviso. It is the intent of this provision to comply with the Telecommunications Act of 1996. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance, or use; unreasonably increase the cost of antenna installation, maintenance, or use; or preclude reception of acceptable quality signals. Lot owners are encouraged to seek guidance from the Association concerning these matters but do not have to receive Association approval prior to installation. However, any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

9. Automobiles and Other Vehicles. The operators of all motor vehicles in the Subdivision shall obey and abide by all posted speed limit signs and other motor vehicle regulations that may be posted. No vehicles shall be parked in the Subdivision except on a paved driveway, or inside a garage. Temporary parking of motor vehicles on roads is permissible for guests, but not overnight. No vehicles used for commercial purposes, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, motor homes, motorcycles and other recreation vehicles, and any vehicle not in operable condition or validly licensed, shall be permitted in the subdivision only if parked in a garage and concealed from public view, provided however, that boats, trailers, recreational vehicles, and other prohibited vehicles, may be temporarily parked in a driveway or street when they are being actively loaded or unloaded. No maintenance or repair of any boat or vehicle shall be permitted on any lot except within an enclosed garage. Subject to the provisions of applicable laws, any vehicle of any nature whatsoever parked in violation of these provisions, or other restrictions set forth in this Declaration, or Rules or Regulations adopted pursuant to the Declaration, may be towed by the Association at the sole expense of the owner of the vehicle if such vehicle remains in violation for a period of twenty-four hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor the failure of the owner to receive it for any reason, shall be grounds for relief of any kind. By acquisition of title to a Lot, the Owner grants to the Association the irrevocable right to tow vehicles parked on the Owner's Lot that are in violation of the Declaration, or Rules and Regulations.

10. No Re-Subdivision. No lot or group of lots herein described shall be re-subdivided, except, however, an owner of more than one adjoining lot may sell part of one lot to the owner of the adjoining lot, but by doing the remaining part of the lot will then become part of said owner's next adjoining lot and the balance will have to be sold as one tract.

11. Utility Easements. Easements or right-of-way of eight feet in width along each front and rear lot line and of five feet in width along each side lot line as shown on the Plat are reserved for the purpose of constructing and maintaining facilities for furnishing utilities, drainage and other facilities to property owners in this Subdivision.

12. Unsightly Objects. All garbage or trash containers, air-conditioning units, pool equipment, clothes-lines, oil tanks and bottled gas tanks on all Lots must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties. Trash and garbage containers are allowed by the street not more than 24 hours before or after the scheduled date of collection and must be kept on the Lot and not placed on the street or in the gutter.

13. Unlawful Use of Property. No unlawful, improper, or immoral use shall be made of any of the premises herein described or referred to, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Lot, shall be corrected by, and at the sole expense of the Owner of the Lot.

14. Lot Maintenance. Owners shall be responsible for maintaining all portions of their Lots up to the paved surface of the roadways, provided however, the Association shall be responsible to maintain the Beneva Road Wall located on portions of the Lots as set forth in Article IV(1)(c). All improvements constructed on the Lots shall be maintained in good repair and appearance by the Owner of the Lot, including but not limited to regular cleaning of roof tiles and exterior surfaces. In the event any of the Owners of any Lots shall fail or refuse to keep the premises in good order, and free and clear of weeds, underbrush or refuse, the Association may, after giving reasonable written notice to the owner, mow and cut the weeds or underbrush thereon, remove the refuse, and do whatever is reasonably necessary to put said Lot and improvements in clean and proper order and appearance. Any such entry on the Lot by the Association, its agents or contractors, for the purpose provided for herein, shall not be deemed a trespass. The Association shall make a reasonable charge to the Owner for said service. Said charge shall constitute a lien against the Lot, which lien may be foreclosed without notice in accordance with the provisions of the law providing for mortgage foreclosures. In the event foreclosure proceedings are filed, the Association shall be entitled to recover as part of the judgment a reasonable attorneys fee and court costs required thereby. The Association has an irrevocable right of access to the Lots, and other improvements, for the purposes of protecting, maintaining, repairing and replacing the Common Areas or portions of the Lot or improvements to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Lots or Common Areas. The Association's right of access includes, without limitation, the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Lot.

15. Insurance. Each Lot Owner shall carry casualty insurance on the insurable portions of the Lot improvements, including the residence constructed thereon. In the event of any damage, the Owner shall remove all debris within sixty days, and complete repair and reconstruction of the damaged improvements within one year in a manner consistent with the original construction, or such other plans and specifications approved by the Association as provided elsewhere in this Declaration. In the event the damage results in the destruction of substantially all of the improvements, an Owner may decide not to rebuild or reconstruct, in which case the Owner shall, within sixty days, clear the Lot of all debris and return the Lot to the substantially natural state that existed prior to the beginning of construction. Thereafter, the Owner shall maintain the parcel and the Owner shall remain responsible for his or her equal share of assessments notwithstanding that a residence is not constructed or occupied on the Lot.

16. Nuisances. No activities shall be permitted and no conditions shall be created or allowed to exist which shall constitute a nuisance or unreasonable annoyance to the other residents of the Subdivision. No weeds, underbrush or unsightly growths of plants shall be permitted to grow or remain on a Lot and said Lots shall at all times be kept mowed and clear of any trash, debris, or waste which might constitute a health or fire hazard or which will detract from the beauty and appearance of the area or be otherwise aesthetically objectionable. All improvements constructed on the Lots shall be maintained in good repair and appearance by the Owner of the Lot.

17. Signs. No advertising or sign of any character shall be displayed or placed upon any Lot except for (1) one "For Sale" sign, (2) one security sign, (3) a name plaque for the occupant of the



residence on the Lot, and (4) signs erected by pest control operators, all of which must be in accordance with rules adopted by the Association.

18. Animals. No animals shall be bred, raised or kept on any lot, except common household pets, such as dogs or cats, may be kept, provided that they are not kept, bred, or maintained for any commercial purpose; provided further that said animals shall not be allowed to be a nuisance or unreasonable annoyance to others, and that animal excrement shall be removed promptly from lawns and public rights-of-way by the animal owner. No exotic pets shall be permitted. Caged birds, and fish, are permitted in reasonable quantities, however, no birds of a variety that will emit sounds that can be heard on other Lots may be kept. Failure to pick up and properly and promptly dispose of pet excrement shall be prima facie evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. The ability to keep such a pet is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet that becomes a source of unreasonable annoyance to other residents. The pets must be leashed or carried at all times while outside of the Lot. Any Owner or other resident who keeps or maintains any pet upon any portion of the Subdivision shall be deemed to have indemnified and agreed to hold the Association and each Lot Owner, free and harmless from any loss, claim, or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet within the Subdivision. All pets shall be registered and inoculated as required by law.

19. Decorations. No person shall place or maintain on a Lot any flags, banners, decorative lights of ornaments, or similar items, without the prior written approval of the Association; provided however, that nothing herein shall prohibit the use of seasonal holiday decorative lights, ornaments and displays between Thanksgiving and January 10, or the display of portable removable flags of the United States, the State of Florida, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, or Veterans Day, portable removable armed forces flags which represent the United States Army, Navy, Air Forces, Marine Corps, or Coast Guard.

20. Leasing. No Owner may lease less than the entire Lot, lease a Lot for more than twice in any calendar year, or lease a Lot for a term of less than six months, or more than one year, unless approved in writing by the Association.

#### ARTICLE VII General Provisions

1. Remedies for Violation. Each Owner, and every occupant or visitor of a Lot, shall be governed by and shall comply with the terms of this Declaration and all exhibits attached hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Owner of a Lot shall be responsible for all actions of their tenants, guests, invitees, and family members. In the event of a breach of any of the foregoing, the Association, or any person or persons owning real property subject to this Declaration, shall have the right to take any action or prosecute any proceedings provided for by law, including but not limited to a suit for injunction relief or damages. The prevailing party shall be entitled to recover court costs and a reasonable attorneys fee against the non-prevailing party in such action.

2. Covenants and Restrictions – Who is Bound. All the covenants and restrictions herein shall run with the land and be binding upon their heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties hereto, and, that the word “Owner”, when used in the deed, shall include the singular and plural, and the masculine, feminine, and neuter genders whenever and wherever the context so admits and requires.

3. Invalidation. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

4. Terms and Modifications of Restrictions. These restrictions shall remain in effect and force for a period of not less than twenty (20) years from November 4, 2003, but may be changed or

modified at any time upon approval by not less than two-thirds of the voting interests of the membership of the Association who are present in person or by proxy at a properly noticed and convened membership meeting. A copy of any proposed amendment must be provided with the notice of the meeting. If adopted, the Association shall record a Certificate of Amendment in the Public Records of Sarasota County, Florida certifying to compliance with the amendment procedures set forth in this paragraph.

5. Waiver. Failure of the Association to insist upon strict performance of any provision of this Declaration with respect to any property in the Subdivision shall not be deemed to be a waiver of such provision as to such property unless Association has executed in writing a waiver thereof. Any such written waiver of any provision of this Declaration by Association with respect to any property in the Subdivision shall not constitute a waiver of such provision as to any other property.

In witness whereof, **Beneva Pines Homeowners Association, Inc.** has caused this Amended and Restated Declaration to be executed in its name this 14<sup>th</sup> day of July, 2005.

Witness Signature

Printed Name

Witness Signature

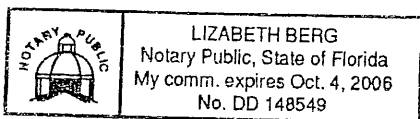
Printed Name

**Beneva Pines Homeowners Association, Inc.**

By: **Linda Termine, President**

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 2005, by Linda Termine, as President of Beneva Pines Homeowners Association Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.



Notary Public - State of Florida

My Commission Expires: 10-4-06

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
BENEVA PINES HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, the original Articles of Incorporation of Beneva Pines Homeowners Association, Inc. were filed with the Florida Department of State on April 18, 1980, and

**WHEREAS**, these Amended and Restated Articles of Incorporation contain amendments to all the Articles which amendments were duly approved by not less than a majority of the voting interests of the entire membership of the Association at a membership meeting held on June 26, 2005, and

**WHEREAS**, the number of membership votes cast for the amendments were sufficient for approval under the corporation documents and applicable law, and

**WHEREAS**, the entire membership of the Board of Directors approved the amendments and these Amended and Restated Articles of Incorporation at a duly noticed and convened Board meeting held on May 9, 2005.

**NOW THEREFORE**, the following are adopted as the Amended and Restated Articles of Incorporation of Beneva Pines Homeowners Association, Inc.

**ARTICLE I  
NAME OF CORPORATION AND MAILING ADDRESS**

The name of this corporation shall be Beneva Pines Homeowners Association, Inc., hereinafter referred to as Association. The mailing address and principal office of the Association shall be 4854 Huntleigh Drive, Sarasota, Florida 34233. The Directors of the Association may change the location of the principal office or mailing address from time to time.

**ARTICLE II  
PURPOSES**

The general nature, objects, and purposes of the Association are as follows:

1. To administer and enforce the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Beneva Pines (Declaration).
2. To take such action as may be deemed appropriate to promote the health, safety, enjoyment, and welfare of the owners of the property within Beneva Pines.
3. To add, replace, improve, maintain, and repair Common Areas within the subdivision for the benefit of the members of the Association.
4. To operate without profit and for the sole and exclusive benefit of its members.

**ARTICLE III  
POWERS**

The Association shall have powers and privileges granted to a corporation not for profit under the laws of the State of Florida, all the powers and privileges of a homeowner association under Chapter 720, Florida Statutes, and all powers reasonably necessary to implement and effectuate the purposes of the

Association, except as may be limited or otherwise provided by these Articles or the Declaration.

**ARTICLE IV  
MEMBERS**

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Bylaws and Declaration.

**ARTICLE V  
DIRECTORS**

A Board of Directors shall manage the affairs of the Association. The qualifications, method of election, and powers of the Board of Directors shall be as set forth in the Bylaws.

**ARTICLE VI  
OFFICERS**

The officers designated in the Bylaws shall administer the affairs of the Association.

**ARTICLE VII  
BYLAWS**

The Bylaws may be altered, amended, or rescinded by the members in the manner provided by such Bylaws.

**ARTICLE VIII  
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

1. Indemnity. The Association shall indemnify any person serving as a director, officer, or committee member to the fullest extent permitted under Section 607.0850, Florida Statutes (2004).

2. Additional Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, agreement, vote of a majority of the voting interests of the members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

3. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

**ARTICLE IX  
AMENDMENT TO ARTICLES OF INCORPORATION**

These Articles of Incorporation may be altered, amended, or repealed in the following manner. Notice of the subject matter of a proposed amendment, and a copy of the proposed amendment, shall be included in the notice of any meeting at which a proposed amendment will be considered.

A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than twenty percent (20%) of the voting interests of the members of the Association. Members not present in person or by proxy at the meeting considering an amendment may

express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

1. To be adopted, a resolution must be approved by not less than a two-thirds of the members of the Association present in person or by proxy at a duly noticed and convened membership meeting, or by approval in writing by a majority of the total voting interests without a meeting.
2. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the substantive voting rights of members without approval in writing of all members of the Association.
3. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Sarasota County, Florida.

**ARTICLE X  
TERM**

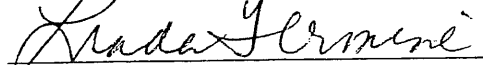
The term of the Association shall be perpetual.

**ARTICLE XI  
RESIDENT AGENT**

The Association has appointed Linda Termine, 4854 Huntleigh Drive, Sarasota, Florida, 34233, as its registered agent and resident agent under the laws of the State of Florida. The Board may change the registered agent and registered office from time to time as permitted by law.

The recitals set forth in these Amended and Restated Articles of Incorporation are true and correct and are certified as such by the Board of Directors.

Beneva Pines Homeowners Association, Inc.



By: Linda Termine, President

**AMENDED AND RESTATED BYLAWS  
OF  
BENEVA PINES HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, the original Bylaws of Beneva Pines Homeowners Association, Inc. were adopted on or about November 17, 1980 at the time of the incorporation of said corporation but were never recorded in the Public Records of Sarasota County, and

**WHEREAS**, the Bylaws were amended from time to time, and replaced in their entirety in 1998, but none of said amendments were recorded in the Public Records of Sarasota County, Florida, and

**WHEREAS**, the membership of the Association desires to amend the Bylaws in their entirety at this time pursuant to the existing amendment procedures and cause these Amended and Restated Bylaws to be recorded in the Public Records of Sarasota County, Florida, and

**WHEREAS**, these Amended and Restated Bylaws were approved by not less than two-thirds of the members present in person or by proxy at a membership meeting held on June 26, 2005, and

**WHEREAS**, these Amended and Restated Bylaws were adopted by the entire membership of the Board of Directors at a meeting held on May 9, 2005.

**NOW THEREFORE**, the following are adopted and recorded as the Amended and Restated Bylaws of Beneva Pines Homeowners Association, Inc.

1. Identity. These are the Bylaws of Beneva Pines Homeowners Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering Beneva Pines, a residential single-family subdivision located in Sarasota County, Florida.

1.1 Mailing Address. The mailing address of the Association shall be 4854 Huntleigh Drive, Sarasota, Florida 34233, or at such other place as may be designated by the Board of Directors from time to time.

1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation (1980).

2. Definitions. The terms used herein shall have the same definitions as stated in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Beneva Pines (Declaration) unless the context requires otherwise.

3. Members. The members of the Association shall be the record owners of legal title to the lots. In the case of a Lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Lot for purposes of determining voting, assessment and use rights.

3.1 Qualifications. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the member's legal title to the Lot.

3.2 Voting Rights: Voting Interests. The members of the Association are entitled to one (1) vote for each lot owned by them. The total number of votes ("voting interests") is equal to the total number of lots (61). The vote of a unit is not divisible. The right

of a member to vote may be suspended by the Association for the nonpayment of regular annual assessments that are delinquent in excess of 90 days. The following persons shall be authorized to cast a vote on behalf of a unit depending on the specified ownership interests:

(a) If a lot is owned by one natural person, that person has the right to cast a vote on behalf of the lot.

(b) If a lot is owned jointly by two or more persons, any of the record owners may cast a vote on behalf of the lot.

(c) If a lot is subject to a life estate, any of the life tenants may cast a vote on behalf of the lot, or the holder(s) of the remainder interest may cast the vote.

(d) If the owner of a lot is a corporation, any officer of the corporation may cast the vote on behalf of the lot.

(e) If a lot is owned by a partnership, any general partner may cast the vote on behalf of the lot.

(f) If a limited liability company owns a lot, any authorized agent may cast the vote on behalf of the lot.

(g) If a lot is owned by a trustee(s), the vote for the lot may be cast by any trustee of the trust, or by any grantor or beneficiary of the trust provided the grantor or beneficiary occupies the lot.

In a situation where there are two or more persons are authorized to cast a vote on behalf of a lot, it shall be presumed that the person casting the vote has the consent of all such persons. If the event the persons who are authorized to vote on behalf of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted.

3.3 Approval or Disapproval of Matters. Whenever the decision of a Lot Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Lot at an Association meeting as stated in Section 3.2 above, unless the joinder of all owners is specifically required.

3.4 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the subdivision during the period of membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

#### 4. Members' Meetings: Voting.

4.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

4.2 Special Meetings. Special members' meetings may be called by the President, Vice President, or by a majority of the Board of Directors of the Association, and must be called by the Association upon receipt of a written request from twenty percent (20%) of the voting interest. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

4.3 Notice of Meeting: Waiver of Notice. Notice of a meeting of members shall state the time, place, date, and the purpose(s) for which the meeting is called. The notice shall include an agenda. The notice of any members' meeting shall be provided to every member by one of the following methods: (1) mailed postpaid and correctly addressed to the member's address shown in the current records of the Association, or (2) be hand delivered to the member who must in that event sign a receipt, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the member has consented to receive notice. Each member bears the responsibility of notifying the Association of any change of address. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Association. The mailing of the notice shall be affected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Notice must also be posted continuously at the subdivision property for not less than 14 days before the meeting. Proof of notice shall be given by affidavit.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member shall constitute such member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.4 Quorum. A quorum at members' meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast thirty (30%) percent of the votes of the members.

4.5 Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Lot Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws.

4.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be 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 any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Lot and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a unit as set forth in Section 3.2 of these Bylaws, or a spouse of an eligible voter.

An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or



by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.

4.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a member or a director);
- (c) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the owners represented in person, by proxy;
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Reports of officers;
- (g) Reports of committees;
- (h) Call for final balloting on election of directors and close of balloting.
- (i) Appointment of inspectors of election;
- (j) Election of directors;
- (k) Unfinished business;
- (l) New business;
- (m) Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson.

4.9 Minutes of Meeting. The minutes of all meetings of Lot Owners shall be kept available for inspection by Lot Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

4.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, provided the Association provides a letter or similar communication to each owner that explains the proposed action. The communication shall include a form of consent to permit each owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action

at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

## 5. Directors.

- 5.1 Number, Tenure and Qualifications. The affairs of the Association shall be governed by a Board of Directors having not less than three nor more than seven directors, and shall be fixed at five until changed by adoption of a resolution by the members changing the number of directors. Approximately one-half of the directors shall be elected each year (either two or three directors for so long as the board consists of 5 persons). The 3 persons receiving the most votes at the annual meeting in 2005 shall serve 2-year terms and the other 2 elected members of the board shall serve 1-year terms. If the number of candidates is less than or equal to the number of vacancies and no election is held in 2005, the members of the board shall agree among themselves on the assignment of the one and two year terms, and failing agreement, the assignment of terms shall be by lot. Effective at the annual meeting in 2006, and thereafter, all directors shall serve two year terms, provided however, that either the Board of Directors or the membership shall have the authority to temporarily assign a one-year term to one or more director positions if necessary to reimplement a scheme of staggering the Board, to promote continuity of leadership, so that approximately one-half of the Board members are elected each year.
- 5.2 Qualifications. Every director must be at least 18 years of age and a person that is eligible to cast a vote on behalf of a lot as set forth in Section 3.2 of these Bylaws, or a spouse of an eligible voter.
- 5.3 Election of Directors. The following procedures shall apply to the election of directors when directors are to be elected by vote of the membership:
- (a) The Board of Directors may appoint a nominating committee to nominate or recommend specific persons for election to the Board, and shall generally recruit and encourage eligible persons to run as candidates for election to the Board.
  - (b) Any eligible person desiring to be a candidate may submit a self-nomination, in writing, not less than thirty (30)~~forty (40)~~ days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.
  - (c) The ballot prepared for the annual meeting shall list all Director candidates in alphabetical order. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting.
  - (d) Nominations shall also be accepted from the floor on the date of the election.

- (e) The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.
- (f) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies: the candidates shall automatically be elected and their names announced at the annual meeting.

5.4 Vacancies on the Board.

If the office of any director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

- (a) If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.
- (b) If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled by the members in the agreements used to recall the Board members, or by vote at the recall meeting, as applicable.

For purposes of the foregoing provisions, in order to establish a quorum at the Board of Director's meeting held to elect a replacement member to the Board, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until a quorum of the entire Board of Directors is present.

5.5 Removal of Directors. Any or all directors, except those appointed by the Developer, may be removed with, or without, cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. All recall proceedings shall be in accordance with the provisions of Section 720.303(10), Florida Statutes.

5.6 Organizational Meeting. An organizational meeting of directors shall be held within ten (10) days of each annual meeting at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the subdivision property at least 48 continuous hours in advance of the meeting.

5.7 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times as shall be determined by a majority of the directors. Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, all meetings of the Board of Directors shall be open to all Lot Owners who may

participate in accordance with the written policy established by the Board of Directors. Notice of such meetings shall be posted at a designated location on the subdivision property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Written notice of any meeting at which an assessment, or at which rules regarding Lot use, will be considered, shall be provided to the Lot Owners via one of the methods set forth in Section 4.32—of these Bylaws and posted at a designated location on the subdivision property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.

- 5.8 Special Meetings. Special meetings of the directors may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of one-third (1/3) of the directors. Special meetings of the Board of Directors shall be noticed and conducted in the same manner as provided herein for regular meetings. Members may petition for an item of business to be discussed at a board meeting as permitted by Section 720.303(2)(d), Florida Statutes.
- 5.9 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to Board members telephone or one of the methods set forth in Section 4.32 of these Bylaws which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 5.10 Quorum. Except as provided in Section 5.4 hereof, a quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these Bylaws. Directors may not vote by proxy. Directors may vote by secret ballot for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.
- 5.11 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 5.12 Joinder in Meeting by Approval of Minutes. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

5.13 Presiding Officer. The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.

5.14 Order of Business. If a quorum has been attained, the order of business at directors' meetings shall be:

- (a) Call to order by President;
- (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a member or a director);
- (c) Proof of due notice of meeting;
- (d) Calling of the roll and determination of a quorum,
- (e) Reading and disposal of any unapproved minutes;
- (f) Report of officers and committees;
- (g) Election of officers;
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

Such order may be waived in whole or in part by direction of the President, or the presiding officer.

5.15 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Lot Owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

5.16 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the subdivision during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common expenses required for the affairs of the subdivision, (b) to determine the assessments payable by the Lot Owners to meet the common expenses, (c) to adopt or amend any rules and regulations governing the details of the operation and use of the subdivision property, (d) to fill vacancies on the Board of Directors or (e) to borrow money.

The Board of Directors may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members, and designate the chairpersons of each committee.

Any committee authorized to take final action on behalf of the Board regarding (1) the approval or disapproval of architectural decisions or (2) the authorization of expenditures of Association funds, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the Lot Owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

6. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the subdivision and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the Lot Owners. Such powers and duties of the Board of Directors shall include the following:
- (a) Operating and maintaining the common areas, including surface water and drainage facilities and systems.
  - (b) Determining the common expenses required for the operation of the subdivision and the Association.
  - (c) Collecting the assessments for common expenses from Lot Owners.
  - (d) Employing and dismissing the personnel necessary for the maintenance and operation of the common areas.
  - (e) Adopting and amending rules and regulations concerning the operation and use of the subdivision property, subject to the authority of the members to overrule such rules, as provided in Section 15 of these Bylaws.
  - (f) Maintaining accounts at depositories on behalf of the Association and designating the signatories.
  - (g) Purchasing lots at foreclosure or other judicial sales, in the name of the Association, or its designee.
  - (h) Enforcing obligations of the Lot Owners.
  - (i) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the common areas provided, however, that the consent of at least a two-thirds of the voting interest present, in person or by proxy, at a duly noticed and convened membership meeting shall be required for the borrowing of any amount that singularly or in the aggregate exceeds ten Thousand Dollars (\$10,000.00) of indebtedness. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to the authority contained in this subparagraph is not repaid by the Association, a lot owner who pays to the creditor his or her portion thereof shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such lot owner's lot.
  - (j) Levying fines against Lot Owners for violations of the rules, regulations and restrictions established by the Association to govern the conduct of occupants at the subdivision. The Board of Directors may levy a fine against a Lot Owner, not to

exceed the maximum amount permitted by law, for each violation by the owner, or his or her tenants, guests or visitors, of the Declaration, Articles, Bylaws, or rules or regulations, and a separate fine for each repeat or continued violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations, and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Bylaws, or Rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) Lot Owners appointed by the Board, none of whom may then be serving as a director, officer or employee of the Association, or be a spouse, parent, child, brother, or sister of an officer, director, or employee. If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied.

The lot owner shall be liable for all attorney fees and costs incurred by the Association incident to the levy or collection of the fine, including but not limited to attendance at the hearing and foreclosure of the lien. Any partial payments received by the Association shall be first applied against attorney fees, then costs, then the unpaid fines.

- (k) Contracting for the maintenance of the subdivision property, and management services. All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding ten (10%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape architects), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.
- (l) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.
- (m) Convey a portion of the common areas to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7. Emergency Board Powers.

In the event of any "emergency" as defined in Section 7(g) below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

- (a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (c) During any emergency the Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such a meeting shall constitute a quorum.
- (d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.
- (e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.
- (f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (g) For purposes of this Section only, an "emergency" exists only during a period of time that the Subdivision, or the immediate geographic area in which the subdivision is located, is subjected to:
  - (1) a state of emergency declared by local civil or law enforcement authorities;
  - (2) a hurricane warning;
  - (3) a partial or complete evacuation order;
  - (4) federal or state "disaster area" status; or
  - (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the subdivision, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) directors, or by the President, that an emergency exists shall have presumptive quality.

8. Officers.



- 8.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer, and a Secretary (the president and vice-president must be directors). All officers shall be elected by the Board of Directors and may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one (1) office, except that the President may not also be the Secretary or Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 8.2 President. The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of an association.
- 8.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of an association and as may be required by the directors or the President.
- 8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members, shall attend to the giving of all notices to the members and directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.
- 8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- 8.6 Delegation. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to an agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions.
9. Compensation. Neither directors nor officers shall receive compensation for their services as such, provided however, the Board of Directors may hire a Director or officer as an employee of the Association, and may contract with a Director or officer for management or any other compensable service, in their reasonable business discretion.
10. Resignations. Any director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all lots owned by any director or officer shall constitute

a resignation of such director or officer without need for a written resignation. The unexcused absence from three (3) consecutive Board meetings shall also constitute a resignation of such director without need for a written resignation.

11. Fiscal Matters. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following:
  - 11.1 Budget. The Board of Directors shall adopt a budget of common expense for the subdivision. The assessment is payable annually on the date selected by the Board of Director. The Board of Directors shall provide a copy of the budget to each member or written notice advising that a copy of the budget shall be provided upon request at no cost to the member.
  - 11.2 Reserves. The Board may establish one or more reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.
  - 11.3 Special Assessments. Special assessments proposed by the Board of Directors may be levied if approved by vote of not less than two-thirds of the members participating in person or by proxy at a membership meeting. All special assessments shall be secured by a lien in the same manner as regular annual assessments per the Declaration.
  - 11.4 Fidelity Bonds. The President, Vice-President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premium on such bonds is a common expense.
  - 11.5 Financial Reports. In accordance with Chapter 720, Florida Statutes, not later than 60 days after the close of the fiscal year, the Board shall, as a minimal requirement, distribute to the owners of each unit a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board of Directors must, if required by law and not waived by the membership, and may otherwise, in their discretion, engage a CPA and have a more comprehensive analysis accomplished, which shall be mailed or delivered to the members not later than 60 days after the close of the fiscal year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Association may mail or deliver each unit owner not later than 60 days after the close of the fiscal year a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.
  - 11.6 Fiscal Year. The fiscal year for the Association shall be the calendar year. The Board of Directors may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.
  - 11.7 Depository. The depository of the Association shall be such bank, banks or other federally insured depository, in the State, as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited not to exceed the amount of federal insurance available provided for any account. Withdrawal of monies from those accounts shall be made only by checks signed by

such person or persons authorized by the directors. All funds shall be maintained separately in the Association's name.

12. Roster of Lot Owners. Each Lot Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Lot Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.
13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Corporate Act, case law, the Declaration, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board of Directors to regulate the participation of Lot Owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations.
14. Amendments. These Bylaws may be amended in the following manner:
  - 14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
  - 14.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors, or by not less than one-third of the voting interests of the Association.
  - 14.3 Approval. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by a majority of the membership of the Board of Directors and by not less than a two-thirds of the voting interests, present in person or by proxy, at any annual or special meeting, provided that notice of any proposed amendment has been given to the Members of the Association, and that the notice contains the text of the proposed amendment, or by approval in writing by a majority of the total voting interests without a meeting.
  - 14.4 A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.
15. Rules and Regulations. The Board of Directors may, from time to time, adopt, amend, or add to rules and regulations governing the use of lots, common areas, and the operation of the Association. However, any Board-promulgated Rule may be rescinded or amended upon the written action of a majority of the total voting interests. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board of Directors to each Lot Owner not less than thirty (30) days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether recorded in the public records

16. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
17. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
19. Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.
20. Social Activities. The Board of Directors shall have the authority to expend not more than one (1%) percent of the overall Association budget in the aggregate for any calendar year for social activities, including without limitation, parties held for the benefit of owners, residents, and employees of the Association, get well cards, flowers, and similar social activities, all of which shall be a common expense of the Association.

In witness whereof, **Beneva Pines Homeowners Association, Inc.** has executed these Amended and Restated Bylaws this 14 day of July, 2005.

**Beneva Pines Homeowners Association, Inc.**



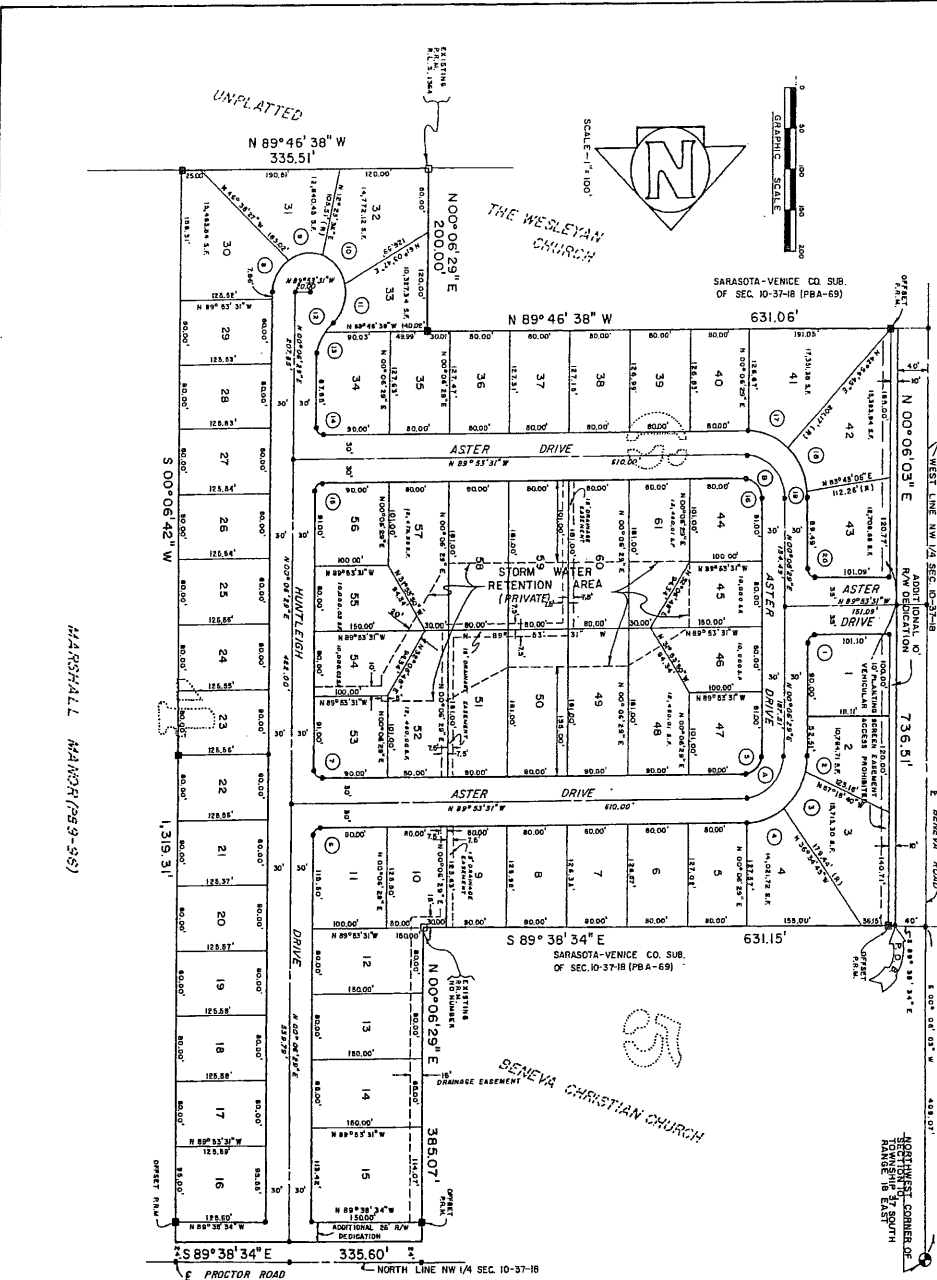
**By: Linda Termine, President**



# BENEVA PINES

A SUBDIVISION OF LOTS 1, 3 AND 6, BLOCK 2, SARASOTA-VENICE CO. SUB. OF SECTION 10, TOWNSHIP 37 SOUTH, RANGE 18 EAST AS RECORDED IN PLATBOOK 25, PAGE 691, SARASOTA COUNTY RECORDS.  
 A PORTION OF SECTION 10, TOWNSHIP 37 SOUTH, RANGE 18 EAST

SHEET 2 OF 2  
 PLAT BOOK 25 PAGE 47A



3. R/W CURVE DATA

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
A	50.00'	90°00'00"	78.54'	70.71'	N45°06'29"E
B	50.00'	90°00'00"	78.54'	70.71'	N45°06'31"W

LOT LINE CURVE DATA

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
2	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
3	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
4	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
5	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
6	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
7	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
8	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
9	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
10	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
11	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
12	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
13	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
14	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
15	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
16	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
17	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
18	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
19	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E
20	100.00'	90°00'00"	141.42'	141.42'	N45°06'29"E

NOTES:  
 1) BEARINGS SHOWN ARE BASED ON AN ASSUMED MERIDIAN.  
 2) DIMENSIONS SHOWN ARE FROM THE INTERSECTION OF THE BLOCK LINES EXTENDED UNLESS OTHERWISE SHOWN.

LEGEND  
 ● DENOTES P.M. PLACED NOV. 28/37  
 ○ DENOTES P.C.P. FOUND  
 (R) INDICATES RADIAL

### LOT LINE EASEMENTS

EASEMENTS OF 5' IN WIDTH ALONG EACH FRONT AND REAR LOT LINE UNLESS OTHERWISE SHOWN. EACH SIDE DRAWING ARE HEREBY CREATED AND PROVIDED FOR SURFACE AND UNDERGROUND UTILITIES AND ONE LOT IS USED AS A BUILDING SITE. THE ENTIRE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO THE LOT LINE EASEMENTS.

MARSHALL MANN (793-96)