



AMENDED BY-LAWS

OF

BENEVA OAKS MAINTENANCE AND PROPERTY
OWNERS' ASSOCIATION, INC.

1. **Identity.** These are the Amended By-Laws of Beneva Oaks Maintenance and Property Owners' Association, Inc., called "Association" in these By-Laws, a corporation not for profit, under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on August 29, 1978. The Association has been organized for the purpose of administering the Declaration of Maintenance Covenants and Restrictions for "Beneva Oaks" which Declaration is recorded in Official Record Book 1296 Page 1839 Public Records of Sarasota County, Florida, and for such other purposes as set forth and specified in the Articles of Incorporation referenced above.
 - 1.1. The office of the Association shall be at 100 S. Washington Boulevard, Sarasota, Florida 33577.
 - 1.2. The fiscal year of the Association shall be the calendar year.
 - 1.3. The Seal of the Corporation shall bear the name of the corporation, the word "FLORIDA," the words "CORPORATION NOT FOR PROFIT," and the year of incorporation.
2. **Members' Meetings.**
 - 2.1. The annual members' meeting shall be held at a location convenient for the membership and at the discretion of the Board of Directors at 7:00 o'clock P.M. Eastern Standard Time, no later than the second Tuesday of March of each year, for the purpose of electing directors and transacting any other business authorized to be

transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2. **Special Members' Meetings** shall be held whenever called by the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

2.3. **Notice of all members' meetings** stating the time and place and the objects for which the meeting is called, shall be given by the President, Vice President or Secretary, unless waived in writing. Such notice shall be delivered in writing by regular mail to each member at his address as it appears on the books of the Association, or by delivery or electronic transmission (unless such member consents in writing to receive notice electronically) not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Evidence of compliance with this notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the association. Notice of meeting may be waived before or after meetings.

2.4. A Quorum at members' meetings shall consist of persons entitled to cast 30 percent of the total voting interests. The acts approved by a majority of the votes present, by person or by proxy, at a meeting at which a quorum is present, shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Maintenance Covenants and Restrictions, the Articles of Incorporation, or by these By-Laws.

2.5. **Voting.**

- (a) In any meeting of members, the owners of lots or parcels shall be entitled to cast one (1) vote for each lot or parcel owned.
- (b) If the property is owned by one (1) person, his right to vote shall be established by the record title to his property. If property is owned by more than one (1) person, the person entitled to cast a vote for the property shall be designated by a certificate signed by all of the records owners of the property and filed with the Secretary of the Association. If the property is in multiple ownership, as defined in the Articles of Incorporation, the person entitled to cast the vote for the property in multiple ownership, shall be designated by a certificate signed by the multiple owners or in the event of a corporation or other similar entity, by the President or Vice President, and attested by the Secretary of Assistant Secretary, and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the property concerned. If such a certificate is not on file, or has been previously revoked, the vote of the owners of such property shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6. **Proxies.** Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting, or any adjournment of the meeting. The proxy must state the date, time and place of the meeting for which it was given, and must be signed by the authorized

person who executed the proxy. A proxy automatically expires 90 days after the date of the meeting for which it was originally given. A Proxy is revocable at any time at the pleasure of the person who executes it.

2.7. **Adjourned Meetings.** If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8. The **Order of Business** at annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Election of Chairman of the meeting.
- (b) Calling of the Roll and certifying of proxies.
- (c) Proof of Notice of Meeting or Waiver of Notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of Committees.
- (g) Election of inspectors of election.
- (h) Election of Directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

3. **Directors.**

3.1. **Membership.** The affairs of the Association shall be managed by a Board of not less than three, nor more than seven Directors, the exact number to be determined at the time of election by vote of the membership.

3.2. Election of Directors.

The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual members' meetings.
- (b) A nominating committee of five (5) members shall be appointed by the Board of Directors not more than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each Director then serving. Nominations for additional directorships created at the meeting, shall be made from the floor, and other nominating may be made from the floor. A member may nominate himself or herself as a candidate for the Board at a meeting where the election is to be held.
- (c) The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- (d) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.
- (e) Any Director may be recalled and removed from office with or without cause by vote or agreement in writing of a majority of the total voting interests. The vacancy in the Board of Directors so created, shall be filled by the members of the Association at the same meeting. The procedure for recalling a director is set forth in Chapter 720 of the Florida Statutes and said statutes are incorporated herein by reference.

- (f) Any election dispute between a member and an association must be submitted to mandatory binding arbitration with the division of Florida Condominiums, Time Shares and mobile Homes in the Department of Professional Regulation. Such proceedings must be conducted in the manner provided by s. 718.1255 Fla. Stat. and the procedural rules adopted by the division.
- 3.3. The **term** of each Director's service shall extend until the next annual meeting of the members, and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.
- 3.4. The **organization meeting** of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.
- 3.5. **Meetings** of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the directors and shall be deemed to occur whenever a quorum of the board gathers to conduct association business. Notice of meeting shall be given to each Director personally or by mail, telephone or by electronic delivery, except as in the case of an emergency.
- 3.6. **Members** have the right to attend all meetings of the board, except for meetings between the board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

- 3.7. **Notices** of all board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each board meeting must be mailed or delivered to each member at least 14 days before the meeting, except in an emergency. Members may also be provided notice of a board meeting by electronic delivery at least 14 days before the board meeting, if the member first consented in writing to receiving notice by electronic delivery. For any board meeting at which special assessments or amendments to rules regarding parcel use will be considered, members must be given 14 days notice of the meeting by mail, delivery, or electronic transmission.
- 3.8. **Special meetings** of the Directors may be called in the same manner as provided in Paragraph 3.5 and 3.7 above.
- 3.9. **Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting, and such Waiver shall be deemed equivalent to the giving of notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a member states at the beginning of the meeting, any objection to the transaction of business on the grounds that the meeting was not lawfully called or convened.
- 3.10. A **quorum** at Directors' meetings shall consist of a majority of the present Board of Directors. The acts approved by a majority of the votes 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 required by the Declaration of

Maintenance Covenants and Restrictions, the Articles of Incorporation or these By-Laws.

- 3.11. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers.
- 3.12. **Adjourned meetings.** If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time, until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.
- 3.13. **Joinder in meeting by approval of minutes.** The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting, shall constitute the presence of such director for the purpose of determining a quorum.
- 3.14. **Inspection and Copying.** The official records shall be open to inspection and available for photocopying by members or their authorized agents during reasonable business hours, at the principal office of the association, or on the property within the (10) business days after receipt of a written request for such access. Such inspection must take place within the presence of an agent of the association. The association shall provide copies of any of the official records to any member or member's authorized agent, within ten (10) business days after receipt of a written request for such copies, and may charge a fee for providing such copies, which shall include the costs of copying.
- 3.15. The **presiding officer** of Directors' meetings shall be the Chairman of the Board if such an officer has been elected, and if none, the President shall preside. In the

absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.16. The **Order of Business** at Directors' meetings shall be:

- (a) Calling of Roll.
- (b) Proof of due notice of meeting.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of Officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

3.17. There shall be no Director's fees.

3.18. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that the assessments will be considered and the nature of the assessments.

3.19. If 20 percent of the total voting interests petition the board to address an item of business, the board shall at its next regular board meeting or at a special meeting of the board, but not later than 60 days after the receipt of the petition, take the petitioned item up on the agenda. The board shall give all members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14 day notice requirement pursuant to paragraph 3.7 above. Each member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the members sign the sign-up sheet, if one is provided, or submits a written

request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the board is not obligated to take any other action requested by the petition.

4. **Powers and Duties of the Board of Directors.** All of the powers and duties of the Association existing under the Non Profit Corporation Act, Declaration of Maintenance Covenants and Restrictions, Articles of Incorporation, and these By-Laws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by property owners when such is specifically required. The Association shall maintain accounting records according to good accounting practices, and such accounting records shall be open to inspection and available for photocopying by property owners or their authorized representatives within 10 business days after receipt of a written request for access, and written summaries of same shall be supplied at least annually to property owners or their authorized representatives. Such records shall include:

- (a) A record of all receipts and expenditures.
- (b) An account for each member, which shall designate the name and address of the property owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account, and the balance due.

5. **Officers.**

- 5.1. The **executive officers** of the Association, shall be a President who shall be a Director, a Vice President who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by vote of the Directors at any meeting. Any person

may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required, to manage the affairs of the Association.

- 5.2. The **President** shall be the chief executive officer of the Association. He shall have all the powers and duties usually vested in the office of President of an association, including but not limited to the power to appoint committees from among members from time to time, as he in his discretion may determine appropriate to assist in the conduct of the affairs of the Association.
- 5.3. The **Vice President** in the absence or disability of the President, shall exercise the powers, and perform the duties of the President. He also shall assist the President generally, and exercise such other powers and perform such other duties, as shall be prescribed by the Directors.
- 5.4. The **Secretary** shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association, and as may be required by the Directors, or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.
- 5.5. The **Treasurer** shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association

in accordance with good accounting practices; and shall perform all other duties incident to the office of Treasurer.

5.6. No director, officer or committee member of the association may directly receive any salary or compensation from the association for the performance of duties as a director, officer, or committee member and may not in any other way benefit financially from service to the association, except as set forth in Florida Statute 720.303 (12) (a)- (f). The provision that there shall be no directors' fees shall not preclude the Board of Directors from employing a Director as an employee of the Association.

6. **Fiscal management.** The provisions for fiscal management of the Association set forth in the Declaration of Maintenance Covenants and Restrictions and Articles of Incorporation shall be supplemented by the following provisions:

6.1. **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

- (a) **Current expenses,** which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.
- (b) **Reserve for deferred maintenance,** which shall include funds for maintenance items that occur less frequently than annually.

- (c) **Reserve for replacement**, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- (d) **Betterments**, which shall include the funds to be used for capital expenditures for additional improvements, additional personal property, and the acquisition of additional Common Areas and improvement of same. The Acquisition and improvement of additional Common Areas shall be subject to the prior approval of not less than 51% of the entire membership of the Association.
- (e) **Operations**, which shall include the gross revenues derived by the Association. Only the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from such operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against property owners, which assessments may be made in advance to provide a working fund.

6.2. **Budget**. The Board of Directors shall adopt a budget for each calendar year that sets out the annual operating expenses, estimated revenues and expenses, and the estimated surplus or deficit for that year. The budget must separately set out all fees or charges paid by the association for recreational amenities. Further, the budget shall be prepared utilizing the categories for current expenses and reserves, as follows:

- (a) **Current expenses**, the amount for which shall not exceed 115% of the budget for this account for the prior year.

- (b) **Reserve for deferred maintenance**, the amount of which shall not exceed 115% of the budget for this account for the prior year.
- (c) **Reserve for replacement**, the amount for which shall not exceed 115% of the budget for this account for the prior year.
- (d) Provided however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by a majority of the membership of the Association.
- (e) Copies of the budget, proposed assessments, and notice of the meeting at which the budget will be considered, shall be transmitted to each member at least thirty (30) days prior to the date established for the budgetary meeting.
- (f) The funding in the reserve accounts may be waived or reduced by a majority vote of the membership at a meeting at which a quorum is present. Such vote is valid for only one (1) budget year and must thereafter be approved annually.
- (g) A reserve account may be eliminated entirely by a majority vote of the entire voting interests.

6.3. **Assessments**. Assessments against the property owners for their share of the items of the budget shall be made for the calendar year annually in advance, preceding the year for which the assessment is made. Such assessments shall be due monthly or quarterly, or at the option and discretion of the Board of Directors. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and installments on such assessment

shall be made as previously stated in this section or until changed by an amended assessment. Any account that does not exceed such limitations shall not be subject to the approval of the membership of the Association, as previously required in these By-Laws. Any account that does exceed such limitations shall be subject to the approval of the membership of the Association, as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made, shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half the increase shall be due upon the date of the assessment and the balance of the assessment shall be payable by December 1 of that calendar year.

- 6.4. In the event the Association approves the acquisition and/or improvement of additional Common Areas and funds for the acquisition or improvement of same are not provided or budgeted for in the then current Association budget, then the funds may be collected by special assessment from the property owners.
- 6.5. **Acceleration of assessment installments upon default.** If a property owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the property owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the property owner, or not less than twenty(20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.
- 6.6. **Assessments for emergencies.** Assessments for expenses of emergencies that cannot be paid from the annual assessments for expenses shall be made only after notice of

the need for such is given to the property owners concerned. After such notice, and upon approval in writing by persons entitled to cast more than one-half the votes of the property owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

- 6.7. The **depository** of the Association shall be such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the Association shall be deposited. Withdrawal of moneys of the Association from such accounts shall be only by checks signed by such persons as are authorized by the Directors.
- 6.8. The **Audit** of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the audit report shall be made available to each member not later than April 1st of the year following the year for which the audit is made.
- 6.9. **Fidelity bonds** shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be not less than one-half the amount of the total annual assessments against members for expenses. The premiums on such bonds shall be paid by the Association.
7. **Parliamentary Rules**. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Maintenance Covenants and Restrictions, the Articles of Incorporation, or these By-Laws.
8. **Amendments**. These By-Laws may be amended in the following manner:

- 8.1. **Notice** of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- 8.2. A **resolution** adopting an amendment may be proposed by either the Board of Directors of the Association, or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment, may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:
- (a) Not less than 51% of the entire membership of the Board of Directors and by not less than 51% of the votes of the entire membership of the Association, OR
 - (b) By not less than 60% of the votes of the entire membership of the Association.
 - (c) These by-laws adopt and incorporate by reference any and all mandatory provisions applicable to Florida Homeowners' Associations found in the most current edition of the Florida Statutes, including but not limited to Chapter 617 and 720, as well as the most current Sarasota County ordinances applicable to Homeowners' Associations or any of the matters addressed therein.
- 8.3. **Execution**. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the President of the Association and attested to by the Secretary thereof. The original of such certificate, shall be attached to the original By-Laws,

provided however, at such time as amendments have become so numerous as to make the reading and interpretation of these By-Laws difficult, then all such duly approved amendments shall be incorporated into a new set of By-Laws styled, "Amended By-Laws". The Amended By-Laws shall be executed by the President of the Association and attested to by the Secretary thereof.

8.4. **Collection of Assessments.**

8.4.1 **Liability for Assessments.** Each property owner, regardless of how title is acquired, including but not limited to a purchase at a judicial sale, shall be liable for all assessments coming due while he is a property owner. In a voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against the Grantor for his share of the expenses or otherwise up to the time of the conveyance, without any prejudice to any right the Grantee may have to recover from the Grantor the amounts paid by the Grantee. The liability for assessments may not be avoided by the abandonment of the property.

8.4.2 **Default and Payment of Assessments.** Assessments (or any installments thereof) not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the due date until paid. The Association has a lien on each lot within the subdivision as provided article IV, Section 3, of the Declaration of Maintenance Covenants and Restrictions of Beneva Oaks recorded in Official Records, Book 1296, Pages 1839 et seq., Public Records of Sarasota County, Florida, with incurred by interest as well as reasonable attorneys fees and costs the

Association incident to the efforts to collect the unpaid assessment and/or to enforce or foreclose the lien. The lien shall attach to the subject property at the time the Claim of Lien is duly recorded in the Public Records of Sarasota County. The Claim of Lien shall contain a description of the lot, the name of the record owner(s), the amounts dues, and the due dates. The lien shall remain in effect until all sums secured by have been fully paid. The Claim of Lien shall include the sum of all unpaid assessments at the time of filing and recording, together with costs, attorney's fees and interest, and any other amounts allowed by law. A Claim of Lien may be signed and acknowledged by an officer or agent of the Association, including but not limited to any Director of the Board. Upon payment in full, the Association shall file and record a Satisfaction of Lien in the Public Records of Sarasota County.

8.4.3 The Association may bring an action in its name to foreclose a lien for unpaid assessments in the same manner in which a mortgage on real property is foreclosed, and in addition, may also bring an action at law to recover a money judgment for the unpaid assessment without waiving any rights of the Association to enforce the lien, including but not limited to, the foreclosure of said lien.

8.4.4 **Notice of Intention to Foreclose Lien.** No foreclosure judgment may be entered until at least 30 days after the Association gives written notice to the owner(s) of the lot on which assessments remain unpaid, of the Association's intention to foreclose its lien to collect said unpaid

assessments. If this notice is not given at least 30 days before the foreclosure action is filed and if the unpaid assessments, including those coming due after the Claim of Lien is recorded and other sums permitted hereunder, are paid before the entry of the final judgment of foreclosure, the Association shall not recover attorneys fees or costs. The notice must be given by delivery of a copy of it to the property owner or by certified mail, return receipt requested, addressed to the property owner. If, after diligent search and inquiry, the Association cannot find the property owner or the mailing address at which the property owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the property owner records a notice of contest of lien.

8.4.5 **Institutional First Mortgagee.** In the event an institutional first mortgagee shall obtain title to a lot as a result of a foreclosure of its mortgage, or as a result of a deed in lieu of foreclosure, such institutional first mortgagee, its successors or assigns, shall not be liable for the share of expenses or assessments or other charges imposed by the Association pertaining to such lot or chargeable to the former property owner of such lot which became due prior to the acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a Claim of Lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid

share of expenses or assessments or other charges shall be deemed to be expenses common to the subdivision and collectable to all property owners including such acquirer and the acquirer's successors and assigns.

Dated this 29th day of April, 2013.

Witness signature G.R. Baise, MD

Print name of witness G.R. BAISE, MD

Witness signature Charles Damico

Print name of witness Charles D'Amico

Beneva Oaks Homeowner Association

Mark Hostetler

By: Mark Hostetler, President/Board Member

State of Florida

County of Sarasota

The foregoing instrument was acknowledged before me this 29th day of April, 2013 by Mark Hostetler, as the current president of Beneva Oaks Homeowners Association. He is personally known to me or has produced a current State of Florida driver's license as proper identification.

[Signature]

Notary Public

JOHN LORIA

Print name of notary

State of Florida

My Commission Expires

