

THE VILLAGE AT BENTLEY PARK HOMEOWNER'S ASSOCIATION

NOTICE TO ASSOCIATION MEMBERS OF SPECIAL MEMBERSHIP MEETING

To All Village at Bentley Park Members,

Notice is hereby given that a meeting of the members of Village at Bentley Park will be held at the following date, time and place:

Date: Monday, July 15, 2024
Time: 7:00 p.m.
Location: Bentley Park Community Association Cabana

Zoom:
Join Zoom Meeting

Meeting ID: 831 8528 0984
Passcode: 821516

Dial by your location
• +1 305-224-1968 US

SPECIAL MEETING AGENDA

1. Call to Order
2. Proof of Notice
3. New Business
 - a. Vote Results, Article V, Section 4
 - b. Vote Results on Article V, Section 5
4. Adjournment

By Order of the Board of Directors
Ellyse Vosselmann

Ellyse Vosselmann, LCAM
Community Manager

THE VILLAGE AT BENTLEY PARK HOMEOWNER'S ASSOCIATION, INC. PROXY

The undersigned owner of Lot _____, with a street address of _____, hereby appoints:

(Check One)

- _____ a) Yvonne Gopsill, the President of the Association, or
- _____ b) _____, **if you check (b), write in the name of your proxy*

as my proxyholder to attend the meeting of the members of The Village at Bentley Park Homeowner's Association, Inc., to be held on Monday, July 15, 2024 at approximately 7:00 p.m., at Bentley Park Community Assoc. CABANA. The proxyholder named above has the authority to appear on my/our behalf for purposes of a quorum, and to vote and act for me to the same extent that I would if personally present, including the power of substitution, if any motions are made at the meeting which call for a vote.

****Failure to check either (a) or (b) above, or if (b) is checked, failure to write in the name of the proxy, shall be deemed an appointment of the President of the Association as your proxyholder.***

LIMITED POWERS: FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MAY INSTRUCT YOUR PROXY HOLDER HOW TO VOTE, OR PROVIDE AUTHORITY FOR THEM TO VOTE ON YOUR BEHALF. IF YOU DO NOT PROVIDE INSTRUCTIONS THE PROXY HOLDER WILL HAVE FULL AUTHORITY TO VOTE AS THEY DEEM APPROPRIATE. INDICATE YOUR PREFERENCE IN THE BLANKS PROVIDED BELOW.

Item 1: Consent to and vote in favor of the proposed amendments to Article V, Section 4, regarding Periodic Assessments, of the Declaration of Covenants and Restrictions for The Village at Bentley Park, copies of which have been provided.	In Favor / Opposed _____/_____
Item 2: Consent to and vote in favor of the proposed amendments to Article V, Section 5 regarding Special Assessments, of the Declaration of Covenants and Restrictions for The Village at Bentley Park, copies of which have been provided.	In Favor / Opposed _____/_____

A LOT OWNER WHO IS AUTHORIZED TO VOTE ON BEHALF OF ALL OWNERS OF THE LOT MUST SIGN BELOW

Sign name (Owner): _____

Print name: _____

Date: _____

THIS PROXY IS REVOCABLE BY THE OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

RETURN PROXY TO:

**Ellyse Vosselmann, LCAM
Ameri-Tech Community Management, Inc.
24701 US Highway 19 North, Suite 102
Clearwater, FL 33763**

**PROPOSED AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE VILLAGE AT BENTLEY PARK**

The Declaration of Covenants and Restrictions for The Village at Bentley Park, as recorded at Official Records Book 5939, Page 133 of the Public Records of Pinellas County, Florida, and as subsequently amended is hereby proposed to be amended as follows:

NOTE: New wording is shown as being double-underlined, and deleted wording is shown as being ~~stricken through~~.

Item 1: Article V, Section 4 is proposed to be amended to read as follows:

Section 4. Basis and Maximum Amount of the Periodic Assessments

(a) Periodic Assessments shall mean all assessments for the purposes described in Section 2 of this Article V except for Special Assessments described in Section 5 of this Article V. ~~Until the Turnover Meeting, the Periodic Assessments for all Class Members shall be established by the Developer.~~

~~(b) — Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be six hundred and nine and 86/100 Dollars (\$609.86) per Lot, plus any amounts that may be assessed under Section 5 of this Article.~~

(i) ~~From and after January 1 of the year immediately following the conveyance of the first Lot or Dwelling to an Owner, the~~ The maximum annual Periodic aAssessments may be increased each year without a vote of the Membership by a sum not more than seven percent (7%) above the sum of: (1) the maximum assessment for the previous year, adjusted to reflect price increases based on the U.S. Government's current Consumer Price Index All Cities- All Items (1967 = 100) as published by the U.S. Department of Labor, plus (2) increases mandated by governmental agencies and/or increased costs incurred to obtain services from utility entities or cable/internet service providers . Any determination of whether the assessments exceeds 7% percent of assessments for the prior fiscal year shall exclude any amounts spent on insurance premiums.

(ii) ~~From and after January 1 of the year immediately following the conveyance of the first Lot or Dwelling Unit to an Owner, the~~ The maximum annual assessment may be increased above the provisions as described in Section 4(~~ab~~)(i) by a vote of two-thirds (2/3) of ~~each class of~~ Members who are voting in person or by proxy, at a meeting duly called for this purpose where a quorum has been attained.

(~~be~~) The Board may change the budget and level of Periodic Assessments at a duly constituted meeting of the Board ~~which occurs after Turnover~~, provided that written notice containing a copy of the newly adopted budget outlining the assessment change is sent to all Members at least thirty (30) days in advance of the effective date of the adopted change. For each twelve-month period thereafter commencing on the first day of January (hereinafter called an "Assessment Year"), the Periodic Assessments may be adjusted by vote of the Board at a duly held meeting after giving proper notice as described above.

Item 2: Article V, Section 5 is proposed to be amended to read as follows:

Section 5. Special Assessments.

(a) In addition to the Periodic Assessments authorized above, Thethe board may levy in any Assessment Year a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures or personal property related thereto and any other purpose for which the Association's Board determines that a Special Assessment is necessary. Membership approval is not required for adoption of a Special Assessment. Written notice of the Board meeting where the Special Assessment will be considered will be posted within the community and provided to all members at least 14 days prior to the Board meeting, and notice of the adopted assessment shall be given to every Owner. ~~provided that any such assessment shall have the assent of two thirds (2/3) of the Members voting in person or by proxy at a meeting duly called for that purpose. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such assessment.~~

~~(b) Funds in excess of \$10,000.00 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Properties under the jurisdiction of the Association and which have not previously been collected as reserves or are otherwise available to the Association shall be levied by the Association as Special Assessments only upon approval of a majority of the Board of Directors of the Association or upon approval by two thirds (2/3) favorable vote of the Members of the Association voting at a duly constituted meeting of the Association.~~

END OF PROPOSED AMENDMENTS