

PREPARED BY AND RETURN TO:

Frank Ruggieri, Esquire  
The Ruggieri Law Firm, P.A.  
111 N. Orange Ave. Suite 725  
Orlando, FL 32801



**REVITALIZED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR BENTLEY WOODS HOMEOWNERS ASSOCIATION, INC.**

THIS REVITALIZED DECLARATION OF COVENANTS, AND RESTRICTIONS FOR BENTLEY WOODS HOMEOWNERS ASSOCIATION, INC., (“Revitalized Declaration”), is made by BENTLEY WOODS HOMEOWNERS ASSOCIATION, INC., (“Association”) a Florida non-profit corporation, and Owners of the Properties (as both terms are hereinafter defined in this Revitalized Declaration).

**RECITALS:**

**WHEREAS**, the Association is an existing and active Florida non-profit corporation operating pursuant to Chapter 720, Florida Statutes, and other applicable laws; and

**WHEREAS**, the Association is, among other things, responsible for the operation and administration of the planned community known as Bentley Woods; and

**WHEREAS**, the Association is located on the real property more particularly described as follows:

Lots 1 through 44 inclusive of BENTLEY WOODS as recorded in Plat Book 17, Page 14 of the Public Records of Orange County, Florida.

(“Property”); and

**WHEREAS**, the Owners subjected the Property to a set of covenants, conditions and restrictions in that certain document titled Restrictive Covenants for Bentley Woods, as recorded at Official Records Book 3757 Page 1478 through 1480, of the Public Records of Orange County, Florida and subsequently amended by that certain First Amendment to Restrictive Covenants for Bentley Woods, as recorded in Official Records Book 4192, Pages 1860 through 1873 (“Declaration”); and

**WHEREAS**, pursuant to Sections 720.403 through 720.406, Florida Statutes, the Association and the Owners in the Properties are desirous of revitalizing the Declaration as to the Properties and restated in this Revitalized Declaration to carry out its functions, duties, responsibilities and obligations to the Properties as set forth in the Declaration; and

**WHEREAS**, this Revitalized Declaration to be prepared, (i) governs only those lots governed

by the Declaration; (ii) does not contain any covenants, conditions and/or restrictions that are more restrictive than the Declaration; (iii) provides for the same voting interest of members as the Declaration; (iv) provides for the same proportional-assessment obligations of members as the Declaration; (v) contains the same amendment provision as the Declaration; (vi) was approved in the manner prescribed by Section 720.405(6), Florida Statutes; and (vii) contains the legal description of each parcel as well as the name of the parcel owner or the person in whose name the parcel is assessed on the last completed tax assessment roll of Orange County, Florida, at the time when this Revitalized Declaration was submitted for approval by the Owners in Properties, which is attached hereto and incorporated within as **Exhibit "A"**.

**NOW THEREFORE** in consideration of the foregoing, the Association does hereby declare the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE I DEFINITIONS**

Section 1. "Association" shall mean and refer to BENTLEY WOODS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within jurisdiction of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon and recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Common Area" shall mean all real and personal property maintained by the Association for the common use and enjoyment of the Owners. Common Area shall include, but is not limited to, the entrance feature and wall, the front entrance sign, security cameras, and all other improvements located within the Association for which the Association has maintenance responsibilities for.

**ARTICLE II**  
**MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one (1) class of voting membership:

Class A. Class A members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**ARTICLE III**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. All dues assessed to Owners by the Homeowners' Association, together with interest, costs and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon each lot against which such due is made. Each such due, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of such property at the time when the due fell due. The personal obligation for delinquent dues shall not pass to his successors in title unless expressly assumed by them. The liens for sums assessed pursuant to this paragraph may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association any assessments against the Lot that become due the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested.

Section 2. Purpose of Assessments. The dues levied by the Homeowners' Association shall be used exclusively to promote the health, safety and welfare of the residents in Bentley Woods and

for the improvements and maintenance of all common areas used by or for the benefit of all lot owners. This paragraph should in no way be construed to include any responsibility on the part of the Homeowners Association to maintain or improve any publicly dedicated roadways or sidewalks.

Section 3. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis by the Association or such agency as the Board of Directors may designate.

Section 4. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period. If the amount of the annual assessment is not so fixed, the then current annual assessment shall be the annual assessment for the following annual assessment period. Written notice of the annual assessment shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 5. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the rate of Eighteen Percent (18%) per annum or the highest interest rate set by law. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

## **ARTICLE IV**

### **ARCHITECTURAL CONTROL**

Section 1. No building, fence, wall or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

Section 2. The membership of the Architectural Control Committee shall be composed of the President, any one First Vice President, and Treasure of the Homeowners' Association as said offices shall be comprised from time to time.

Section 3. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with in full.

Section 4. All fences, walls and landscape improvements which have been erected or installed on any lot by Declarants in order to comply with local governmental requirements shall be maintained in good repair and not altered by owner or occupant thereof. In the event of damage or total destruction, it shall be the responsibility of the owner or occupant of the lot to promptly repair or replace the wall, fence or landscape improvements to match the original, existing conditions.

Section 5. No dwelling shall be constructed on a plot having an area of less than 7,500 square feet, such plot shall be not less than 75 feet in width at the front building setback line. No dwelling shall be erected nearer than 25 feet to the front lot line nor nearer than 7-1/2 feet to any interior lot line.

Section 6. No dwelling shall be permitted on any lot in which the living area of the main structure, exclusive of open porches and garages, shall be less than 950 square feet.

## **ARTICLE V**

### **EXTERIOR MAINTENANCE**

Section 1. All lots shall be maintained in a clean and sanitary condition. Each lot shall at all times be maintained in an aesthetically attractive appearance and there shall be removed therefrom all debris, dead growth and fallen vegetation. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No burning of refuse shall be allowed on any lot. No owner or occupant of any lot shall utilize the premises for

the open storage of any abandoned motor vehicle, ice box, refrigerator, stove, glass, building material, building rubbish or similar items. It shall be the duty and responsibility of every such owner or occupant to keep the premises of such residential property clean and to remove from the premises all such abandoned items as listed above, including but not limited to trash, garbage and debris. (Note: For the purposes of this section, an abandoned motor vehicle is one that is currently unlicensed or in a state of disrepair or incapable of being moved under its own power.)

## **ARTICLE VI GENERAL RESTRICTIONS**

Section 1.     Use Restrictions. No lot shall be used except for residential purposes. No building shall be erected, altered, placed nor permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height with private garage. No previously used structure shall be erected, altered, placed nor permitted to remain on any lot. Homes may be used by builders as model houses for sales purposes during the construction and sales period.

Section 2.     Temporary Structures. No structure of a temporary or mobile character shall be used on any lot at any time as a residence either temporarily or permanently, except as may be used by builders for a field or sales office or for storage during the construction and sales period.

Section 3.     Nuisance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 4.     Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot; except dogs, cats, and other generally recognized household pets may be kept, provided they are reasonable in number, and provided further that they are not maintained or bred for any commercial purpose and that proper restraint and control are used in the keeping of them.

Section 5.     Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, except one sign of not more than four

square feet advertising the property for sale or rent, except that signs used by builders to advertise the property during the construction and sales period may be of any size.

Section 6.     Parking. The overnight parking or storage of recreational vehicles, motor homes, campers, boats, trailers of any type or trucks of any nature larger than one (1) ton capacity shall not be allowed on any right-of-way nor on any lot closer to any street than the building setback line for that street.

Section 7.     Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No structure, planting, or other material shall be placed nor permitted to remain within these easements which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner or occupant of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 8.     Fences. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the building setback line for that street.

## **ARTICLE VII GENERAL PROVISIONS**

Section 1.     Enforcement. Enforcement shall be by proceedings at law or in equity against any person, or persons, violating or attempting to violate any covenant either to restrain violation or to recover damages.

Section 2.     Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3.     Amendment. These restrictions may be amended from time to time by the recording of an instrument signed by more than 50% of the Lot Owners covered by these restrictions.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed and their names and their seals hereunto affixed, on this 21<sup>st</sup> day of September, 2021.  
Signed, sealed and delivered in the presence of:

WITNESSES:

BENTLEY WOODS HOMEOWNERS ASSOCIATION,  
INC.,

Gale Hoover Richmond  
By: Gale Hoover - Richmond

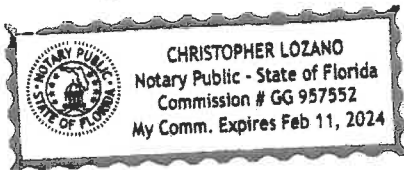
George R Richmond  
By: GEORGE R RICHMOND  
As President of Bentley Woods Homeowners  
Association, Inc

Christopher Lozano  
By: Christopher Lozano  
STATE OF FLORIDA )  
COUNTY OF ORANGE )

SWORN TO AND SUBSCRIBED before me this 21<sup>st</sup> day of September, 2021, by George Richmond, as President of Bentley Woods Homeowners Association, Inc., who is personally known to me or who produced Florida Drivers License, as identification, and who did take an oath.

Christopher Lozano  
Notary Public

My Commission Expires: Feb 11<sup>th</sup>, 2024





**EXHIBIT "A"**

**OWNERS AND LOTS IN BENTLEY WOODS HOMEOWNERS ASSOCIATION, INC.,  
GOVERNED BY THIS REVITALIZED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR BENTLEY WOODS HOMEOWNERS' ASSOCIATION**

(Based upon last completed tax assessment roll of Orange County, Florida, at the time of the  
preparation of this Revitalized Declaration of Covenants, Conditions  
And Restrictions for Bentley Woods Homeowners Association)

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Burke Shawn  
Burke Helen

Lot 1, Bentley Woods, a subdivision according to the map or  
plat thereof as recorded in Plat Book 7, Page14, of the Public  
Records of Orange County, Florida 2301 Dresden Trail, Apopka, Florida, 32712

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Russell Sean

Lot 2, Bentley Woods, a subdivision according to the map or  
plat thereof as recorded in Plat Book 7, Page14, of the Public  
Records of Orange County, Florida 2307 Dresden Trail, Apopka, Florida, 32712

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Schwahl Donne T  
Schwahl Peany M

Lot 3, Bentley Woods, a subdivision according to the map or  
plat thereof as recorded in Plat Book 7, Page14, of the Public  
Records of Orange County, Florida 2313 Dresden Trail, Apopka, Florida, 32712

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Gomez Nancy Miriam  
Gomez-Trejo Oscar

Lot 4, Bentley Woods, a subdivision according to the map or  
plat thereof as recorded in Plat Book 7, Page14, of the Public  
Records of Orange County, Florida 400 Shelby Court Apopka, Florida 32712

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Ortiz Angel R  
Perez Michelle

Lot 5, Bentley Woods, a subdivision according to the map or  
plat thereof as recorded in Plat Book 7, Page14, of the Public  
Records of Orange County, Florida 406 Shelby, Apopka, Florida 32712

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Wagner David F  
Wagner Maria R

Lot 6, Bentley Woods, a subdivision according to the map or  
plat thereof as recorded in Plat Book 7, Page14, of the Public  
Records of Orange County, Florida 412 Shelby, Apopka, Florida 32712

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Warrick Dee  
Warrick Gloria J

Lot 7, Bentley Woods, a subdivision according to the map or  
plat thereof as recorded in Plat Book 7, Page14, of the Public  
Records of Orange County, Florida 418 Shelby, Apopka, Florida 32712

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Hawkins Harrison J  
Hawkins Sarah E

Lot 8, Bentley Woods, a subdivision according to the map or  
plat thereof as recorded in Plat Book 7, Page14, of the Public  
Records of Orange County, Florida 417 Shelby, Apopka, Florida 32712

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2017-1 Ih Borrower L P 411 Shelby, Apopka, Florida 32712

Lot 9, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida	
Chaves David Chaves Jacqueline E	
Lot 10, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida	405 Shelby, Apopka, Florida 32712
Ogara Lauren Ogara Connor	
Lot 11, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida	401 Shelby, Apopka, Florida 32712
Rojas Kelvyn I Rojas Juana	
Lot 12, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida	2403 Dresden Trail, Apopka, Florida, 32712
Rodriguez Jason E	
Lot 13, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida	2409 Dresden Trail, Apopka, Florida, 32712
Hamilton Thomas R Hamilton Megan Kay Anderson	
Lot 14, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida	2415 Dresden Trail, Apopka, Florida, 32712
Clausen David A Lois D Clausen	
Lot 15, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida	2421 Dresden Trail, Apopka, Florida, 32712
Rice Alicia	
Lot 16, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida	2427 Dresden Trail, Apopka, Florida, 32712
Middlebrook Christopher S Middlebrook Sara Lynn	
Lot 17, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida	2433 Dresden Trail, Apopka, Florida, 32712
Theodora Michols Living Trust	
Lot 18, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida	2439 Dresden Trail, Apopka, Florida, 32712
Conway Edward Life Estate Conway Betty Life Estate Rem: Michael E Conway Rem: Susan J Gracia Rem: Melissa J Rangel Rem: Christine E Sharpe	
Lot 19, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida	2445 Dresden Trail, Apopka, Florida, 32712

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Kotek Martha  
Kotek Robert

Lot 20, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2451 Dresden Trail, Apopka, Florida, 32712

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Cochrane Olivia J

Lot 21, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2457 Dresden Trail, Apopka, Florida, 32712

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Traughber John  
Traughber Rebecca

Lot 22, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2463 Dresden Trail, Apopka, Florida, 32712

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Loucks Derek  
Bustillo Jessica

Lot 23, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2469 Dresden Trail, Apopka, Florida, 32712

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Brunton Ralph James

Lot 24, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2475 Dresden Trail, Apopka, Florida, 32712

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Krodel Christopher K II  
Krodel Carissa Galloway

Lot 25, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2481 Dresden Trail, Apopka, Florida, 32712

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Mazurak James E  
Mazurak Brenda U

Lot 26, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2487 Dresden Trail, Apopka, Florida, 32712

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Goldstein Mary Margaret

Lot 27, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2492 Dresden Trail, Apopka, Florida, 32712

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Castro Patricia  
Ballesteros John M

Lot 28, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2486 Dresden Trail, Apopka, Florida, 32712

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Odria Luis F

Lot 29, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2480 Dresden Trail, Apopka, Florida, 32712

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Harbour Tammy Jo

Lot 30, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2474 Dresden Trail, Apopka, Florida, 32712

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Matlack Rance  
Matlack Katherine L

Lot 31, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2450 Dresden Trail, Apopka, Florida, 32712

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Doitteau Eric  
Doitteau Linda C

Lot 32, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2444 Dresden Trail, Apopka, Florida, 32712

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Deborah Ann Wynn  
David Allen Schulze

Lot 33, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2438 Dresden Trail, Apopka, Florida, 32712

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Richmond George  
Hoover-Richmond Gale P

Lot 34, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2426 Dresden Trail, Apopka, Florida, 32712

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Singleton Willie B Jr

Lot 35, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2402 Dresden Trail, Apopka, Florida, 32712

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Ballard Jerry W  
Ballard Judith K

Lot 36, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2348 Dresden Trail, Apopka, Florida, 32712

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Burke Sharron H

Lot 37, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2342 Dresden Trail, Apopka, Florida, 32712

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Browning Damien R

Lot 38, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2336 Dresden Trail, Apopka, Florida, 32712

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Holton D. Stough

Lot 39, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2330 Dresden Trail, Apopka, Florida, 32712

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Sunshine Florida Property Investment LLC.

Lot 40, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2324 Dresden Trail, Apopka, Florida, 32712

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Chardavoyne Colin G

Lot 41, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida 2318 Dresden Trail, Apopka, Florida, 32712

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Roberts Philip M  
Roberts Jenny R

2312 Dresden Trail, Apopka, Florida, 32712

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Lot 42, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida

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Fleming Steven R  
Fleming Heather F

Lot 43, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida

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Iniguez Cesar S  
Espinal Maria Guadalupe Castro

2306 Dresden Trail, Apopka, Florida, 32712

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Lot 44, Bentley Woods, a subdivision according to the map or plat thereof as recorded in Plat Book 7, Page14, of the Public Records of Orange County, Florida

2300 Dresden Trail, Apopka, Florida, 32712

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BENTLEY WOODS™ HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on June 15, 1990, as shown by the records of this office.

The document number of this corporation is N38665.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Seventeenth day of December, 2020



*Laurel M. Lee*

Laurel M. Lee

Secretary of State

1137625

Articles of Incorporation

of

Bentley Woods Homeowners Association, Inc.

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned have this day voluntarily associated themselves together for the purpose of forming a corporation, not for profit, and do hereby certify:

ARTICLE I

The name of the corporation is Bentley Woods Homeowners Association, Inc. (hereafter called the "Association").

ARTICLE II

The principal office of the Association is located at 2421 Dresden Trail, Apopka, Florida 32712.

ARTICLE III

~~Paul~~ Beltran, whose address is 2421 Dresden Trail, Apopka, Florida 32712 is hereby appointed the initial registered agent of this Association.

ARTICLE IV

Purpose and Powers of the Association

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residential lots and common areas within that certain tract of property described as: Bentley Woods as recorded in the Public Records of Orange County, Florida, and to promote the health, safety and welfare of the members of the Association, and for this purpose to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations as set forth in that certain Declaration of Restrictive Covenants (hereinafter called the "Declaration"), and recorded in the Public Records of

Orange County, Florida, and as the same may be amended from time to time as therein provided, including establishing rules and regulations and assessing members;

(b) Fix, levy, collect, and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell, or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area;

(g) Have and exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

(h) Sue and be sued, enter into contracts, and exercise all other powers necessary for the purpose for which the Association is organized.



ARTICLE VI

Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association ["Members"]. The Association is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be contingent on and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VII

Voting Rights

All members shall be entitled to one vote, however, in no event shall more than one vote be cast with respect to any lot.

ARTICLE VIII

Board of Directors

The affairs and property of this Association shall be managed and governed by a Board of Directors composed of not less than three (3), but as many members as the Board of Directors may from time to time determine. The first Board of Directors shall have (1) 3 members, and in the future, the number will be determined from time to time in accordance with the provisions of the Bylaws of the Corporation. The names and addresses of the persons who are to act in the capacity of directors upon receipt and approval of these Articles by the Secretary shall be until the selection of their successors are:

Angel Beltran  
James Mazurak  
Jeff Dionne  
Mayra Beltran  
Marie Asbate  
1421 Dresden Trail  
Apopka, Florida 32712

### ARTICLE VIII

#### Officers

The officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a First and Second Vice President, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of the members. The names of the officers who are to serve until the first election or appointments, commencing with the approval of these Articles by the Secretary of State, are:

President	-	Angel Beltran
First Vice President	-	James Marurek
Second Vice President	-	Jeff Dionne
Secretary	-	Mayra Beltran
Treasurer	-	Marie Ashate

### ARTICLE IX

#### Indemnification of Officers and Directors

Section A. The Association shall indemnify any director or officer of the Association who is made a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director or officer of the Association:

(1) Against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgment, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(2) Against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

Section B. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section C. No indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section D. Any indemnification under Section A (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set for in Section A. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (2) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority of members of the Association representing a majority of the total votes of the membership.

Section E. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Section F. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, employees, or agents may be entitled under the Association's bylaws, agreement, vote of members or disinterested directors, or otherwise, both as to actions in their official capacities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, or employee and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section G. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, or employee of the Association for which indemnification is deemed

to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or effect any other right or indemnification herein provided.

Section B. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, or employee of the Association in any of his capacities as described in Section A, whether or not the Association would have the power to indemnify him or her under this Article.

Section I. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgment, fines, and amount paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgment, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

#### ARTICLE I

##### Transactions in Which Directors or Officers are Interested

A. No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid or void, or voidable solely from such reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because said officer's or director's vote is counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that said director or officer may be interested in any such contract or transaction.

B. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XI

Dissolution

The Association may be dissolved with the assent given in writing and signed by a simple majority of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate local governmental unit, water control or drainage district, state or federal agency, or public utility to be used, for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes which shall have adequate financial, legal, and administrative capabilities to provide for the long term operation and maintenance of the stormwater and surface water management systems.

ARTICLE XII

Duration

The corporation shall exist perpetually.

ARTICLE XIII

Subscribers

The names and addresses of the subscribers are as follows:

Angel Saltran  
2421 Dresden Trail  
Apopka, Florida 32712

ARTICLE XIV

Amendments

These Articles may be amended by seventy-five percent (75%) of the entire membership. Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose.

**ARTICLE I**

**Section 1**

The Club may be organized as a society or social  
club or association by a majority vote of a quorum of members  
present in person or by proxy.

All persons who, for the purpose of forming this  
corporation shall be laws of the State of Florida, or, the  
articles, and signing the instrument of this association,  
have executed these Articles of Incorporation this 12th day of  
June, 1930.

*[Handwritten Signature]*

STATE OF FLORIDA )  
                          ) SE.  
COUNTY OF ORANGE )

I HEREBY CERTIFY that the undersigned authority, person-  
ally appeared Angel [unclear], known to me to be the  
person who executed the foregoing Articles of Incorporation and  
acknowledged the execution of such instrument for the uses and  
purpose therein expressed.

WITNESS my hand and official seal at Orange  
County of Orange, State of Florida, this 12th day of  
June, 1930.

*[Handwritten Signature]*  
Notary Public

My Commission Expires:

(NOTARIAL SEAL)

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES JULY 22, 1932  
BONDED YEAR NO. 10277 & 10278-1931

REGISTERED AGENT CERTIFICATE

In pursuance of the Florida General Corporation Act, the following is submitted, in compliance with said statute:

That Bentley Woods Homeowners Association, Inc. desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation at the City of Apopka, County of Orange, State of Florida, has named Angel Beltran, located at said registered office, as its registered agent to accept service of process and perform such other duties as are required in the State.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated Corporation, at the place designated in this Certificate, the undersigned, by and through its duly elected officer, ~~hereby~~ accepts to act in this capacity, and agrees to comply with the provision of said statute relative in keeping open said office, and further states it is familiar with §607.325, Florida Statutes.



DATED: June 12, 1990

MSD/BENTLEY(1)  
(06/12/90)

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
SECRETARY

September 10, 2021

Frank A. Ruggieri, Esq.  
Ruggieri Law Firm  
111 North Orange Avenue  
Orlando, Florida 32801

**Re: Bentley Woods Homeowners Association, Inc.; Approval;  
Determination Number: 21129.**

Dear Mr. Ruggieri:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Bentley Woods Homeowners Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/bp/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.