



BENT PINE COMMUNITY ASSOCIATION :



BENT PINE COMMUNITY ASSOCIATION

The deed to your property at Bent Pine contains certain restrictive covenants, among which is a provision requiring that construction, landscaping, or modifications of any kind on your property, at any time, must first be submitted to and approved by the Bent Pine Review Board prior to the start of any construction.

As you begin formulating plans for improving your property, it is of paramount importance that you have a clear understanding of the aesthetic goals that guide our thinking in reviewing applications for approval of construction and landscaping projects.

The following enclosures are submitted for your information and guidance:

Architectural Planning Criteria
Design Criteria
Mailbox Requirement Sketch
Performance Agreement
Design Review Board Check List
and as referenced

1. Bent Pine Declaration of Covenants, Conditions and Restrictions – 10/30/79
2. Bent Pine Certificate of Amendment - Bent Pine Declaration of Covenants, Conditions and Restrictions – 01/15/80
3. Articles of Incorporation of Bent Pine Community Association – 04/30/80
4. Bylaws of the Bent Pine Community Association – 09/26/80
5. Supplemental Declaration of Covenants, Conditions and Restrictions Bent Pine Unit 3 and Unit 4 – 05/13/81
6. Amendment Declaration of Covenants, Conditions and Restrictions for Bent Pine Community Association – 04/22/81
7. Amendment to the Amended Declaration of Covenants, Conditions and Restrictions for Bent Pine Community Association – 04/20/82
8. Second Amendment to the Amended Declaration of Covenants, Conditions and Restrictions for Bent Pine Community Association – 11/18/91

Your Board of Directors is striving to assure that the highest possible standards of architecture, construction, and landscaping are utilized. Your support and cooperation are earnestly solicited.

Board of Directors



ARCHITECTURAL PLANNING CRITERIA

BENT PINE COMMUNITY ASSOCIATION

THIS DOCUMENT IS TO BE READ THOROUGHLY BY YOU AND YOUR ARCHITECT. IT IS IMPORTANT THAT THE PLANNING AND BUILDING REQUIREMENTS CONTAINED HEREIN BE ADHERED TO AND THAT THE BENT PINE COVENANTS, CONDITIONS AND RESTRICTIONS BE FULLY UNDERSTOOD.

Pursuant to the provision of the Bent Pine Declaration of Covenants, Conditions and Restrictions and Amendments hereto, the Design Review Board, duly formed and operating, shall adhere to the following guidelines in upholding its prescribed responsibilities and in conducting its appointed design review functions.

1. PURPOSE

The Design Review Board (DRB) was established to enhance and protect the environmental and aesthetic quality and economic value of all property in Bent Pine. All actions of the DRB shall be guided by the provisions in the Objectives and Specific Design Requirements section contained herein, and by the Bent Pine Declaration of Covenants, Conditions and Restrictions. However, property owners are individually responsible for compliance with the Indian River County Zoning Ordinance. The Owner should be particularly familiar with Article VI ARCHITECTURAL CONTROL-DESIGN REVIEW BOARD and Article VII GENERAL RESTRICTIONS-USE AND OCCUPANCY contained in the Bent Pine Declaration of Covenants, Conditions and Restrictions. These guidelines have been written to establish and communicate both specific and general criteria used by the DRB in reviewing each home to ensure that its appearance shall be harmonious with but not repetitive of their homes in the same general area, and to accomplish the below listed objectives.

2. OBJECTIVES

To preserve the natural beauty of site and setting, and to prevent all but essential clearing of property, removal of trees and earth moving. To ensure that the location and configuration of structures are visually harmonious with their sites and with surrounding sites and structures, and do not unnecessarily block scenic views from existing buildings nor tend to dominate the developed areas or the natural landscape. To ensure that the architectural design of structures and their materials and colors are visually harmonious with overall appearance, with surrounding development, with natural land forms and native vegetation. To ensure that plans for the landscaping of open spaces conform to the regulations prescribed herein, provide visually harmonious settings for structures on the same site and on adjoining and nearby sites, and blend harmoniously with the natural landscape.

3. PROCEDURAL COMMENT

The successful execution of the design review function performed by the DRB necessarily requires that a great deal of judgment be exercised. The DRB has been

ARCHITECTURAL PLANNING CRITERIA

BENT PINE COMMUNITY ASSOCIATION

Committee Issued - 07/10/2003

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chartered to preserve the quality of the residential environment and to protect property values. Therefore, its judgments are critical to all property owners. The DRB shall carefully consider the personal tastes and economic constraints of each prospective homeowner as the DRB reviews each home. The possible serious economic impact even one inharmonious house can have on other houses in the community and the value of the community, as a whole will also be taken into consideration by the DRB in making decisions. Therefore, the DRB, in its sole discretion, may require that a proposed home incorporate major design changes to become an acceptable asset to the community or may not allow a home to be constructed at all. In all cases, the decision of the DRB is final and binding.

The following procedural steps are required by each lot owner to secure approval from the DRB of the lot owners proposed house design,

- (1) *The lot owner shall submit two signed and sealed sets of design documents consisting of all required documents as listed in Section 5 to the Design Review Board accompanied by a non-refundable Plan Review Fee check in the amount of \$500. All plans of residences are to be designed and sealed by a Registered Architect in the State of Florida. The submission will be examined by a Registered Architect selected by the Design Review Board for conformance to the requirements included herein and by the Design Review Board.*
- (2) *Prior to the clearing of the lot, the lot owner shall have all trees ribbon marked which are 4" or more in caliper as listed in Section 6. The Design Review Board shall visit the site and determine those trees that shall be removed from the lot based on the fact that the tree directly interferes with the erecting or placing of the Living Unit on said lot.*
- (3) *Upon written approval by the Design Review Board of the design review process, the lot owner shall sign the Performance Agreement and submit a check for \$5000 as stated in the Performance Agreement.*
- (4) *The landscape design plan shall be submitted by the lot owner to the DRB within 30 days of completing the dry-in of the roof system.*

4. OBTAINING DRB APPROVAL

Your architect, *not your contractor*, shall discuss your objective, standards and ideas with the DRB before any specific drawing. It is strongly recommended that the architect visit and investigate the site prior to initial design work. Listed in Section 5 are the required documents to be submitted for a Design Review. Omission of any item on this aforementioned list may result in a substantial delay in review. Two sets of all submittals are required. If schematic non-dimensional sketches of the dwelling are presented in the form of a preliminary submittal for purposes of conveying the concept, a large investment in final working drawings that are leading in the wrong direction may be avoided, and the DRB will be able to make basic comments before the plan has become rigid. Such preliminary submission also helps insure that the architect has understood the intent of the DRB. Generally, homes in open areas and in other long vistas are not separated from one another by vegetation or topography. Therefore, greater distance may be required between similar homes in these areas in order to prevent the appearance of design repetition and thus to preserve the property values of all homeowners. An additional technique might require varied front yard setbacks.



5. DESIGN REQUIREMENTS

General: Building location, configuration, architectural design, materials and colors, and landscaping shall be harmonious with the overall concept of Bent Pine. Homes, which appear to be tract-type dwellings in character or design, shall be discouraged. Both preliminary and final submissions shall require the following:

Site Plan (existing and future elevation contours, roof plan, walks, driveways, swimming pool, setbacks easements, property lines and trees,) a North arrow shall be shown.

Floor Plan (to include locations of trash disposal, utility meters and exterior lighting).

Exterior Elevations (4)

Landscape Planting Plans (showing types and numbers of trees, shrubs and plants, as well as initial sizes of each. Mulching is also required around all shrubbery and planting areas).

Color Samples (exterior and roof colors, roof type). See 9. COLORS.

Each drawing shall have its scale clearly stated. Each drawing shall also state lot number, the owner's name, address and telephone numbers, and indicate to which address DRB approval or comment should be sent.

The DRB will review the plans within 30 days of submission and return one set of plans either with or without recommendations as would either improve the opportunity for subsequent approval, or otherwise reject the likelihood of such plans. In the event that the DRB fails to approve or disapprove any plans or specifications as provided for in the Bent Pine Declaration of Covenants, Conditions and Restrictions with 30 days after submission thereof, the same shall be deemed to have been approved as submitted, and no further action shall be required.

All changes in plans during construction regarding exterior elements or materials shall have the proper written approval of the DRB.

The following list will serve to clarify the requirements of the DRB and to guide the homebuilder and his architect in pursuing their design with regard to the criteria by which plans are judged:

6. SITE PLAN

Grading: Both existing and future contours shall be shown on Site Plan of all lots. Grading not related to the building, access or drainage will be discouraged. The home should be designed to fit its site rather than adjusting the site to fit the home. All grading shall be accomplished in such a manner as to give the appearance of the natural contours.

Driveways: The DRB cautions both lot owners and architects relative to careful consideration of driveways. Side entrance garages are required and adequate room should be allowed for their location and for turning.

Trees: Indicate on the Site Plan all trees over 4" in caliper (measured four and one-half feet above the ground) and all trees to be removed. Unwarranted tree removal will not be allowed. No existing tree greater than four inches in caliper (measured four and one-half feet above the ground) shall be removed from any lot for any



reason except disease, or unless said tree directly interferes with the erecting or placing of the Living Unit on said lot.

Fences, Walls, Hedges, and Mass Plantings of any Type: No fence, wall, hedge and mass planting of any type shall be constructed, planted, placed or maintained upon any Lot without the prior written consent and approval of the DRB

Paved Areas: The Site Plan shall show driveways, walkways, swimming pools, patios and porches and other architectural elements.

7. FLOOR PLAN

Living Area: Note on the floor plan the square footage of interior living space. *Living area shall be defined as air conditioned space.*

Minimum Square Footage of Living Units: No Living Unit shall be constructed on the Properties unless it has a minimum of 2400 square feet of living area, exclusive of garages, carports, porches and patios in a two-bedroom house, and 2400 square feet of livable, enclosed area in a three-bedroom house.

Minimum Standards required for Single Family Living Units: No single family home shall be erected without providing an enclosed garage of sufficient size for not less than two (2) standard automobiles. No open carports shall be constructed. No garage shall be constructed in such a manner that the automobile entrance thereto shall face a street adjacent to said Lot, nor shall it be constructed in such a manner that the automobile entrance shall face any portion of any portion of any adjacent golf course, unless approved by the DRB.

No dwelling house more that two (2) stories in height and no appurtenant outbuilding more that one (1) story in height shall be erected, constructed or maintained on any Lot.

No building, structure or object, except approved fences, walls, gates, entrances or landscaping, shall be erected, placed or maintained on any Lot (i) nearer that fifteen (15) feet to the side line of any Lot, (ii) nearer than forty (40) feet to the front line of any Lot, or (iii) nearer than fifty (50) feet to the rear Lot line of any Lot, unless approved by the DRB.

Equipment: The basic interest of the DRB in regard to the floor plan lies in the plan's effect on the exterior of the house and, thus, upon the neighborhood. Equipment such as water heaters and compressors must be shown on the floor plan and must be screened from view. This also includes pool equipment.

Trash Containers: All trash container areas and yards shall be screened visually and in a manner that will dampen associated noise. The location of trash containers or trash container enclosures shall be shown on plans and the location approved by the DRB.

Meters: Utility meters shall be boxed, enclosed, screened or placed in as inconspicuous a location as possible; and the location of all meters is to be shown on plans.

Exterior Lighting: All exterior lighting must be shown on plans. No flashing or brilliant lights shall be permitted.



Tubs and Showers: All tubs are to be cast iron, marble or acrylic. No fiberglass tubs or shower enclosures shall be approved by the DRB.

Fireplaces: Fireplaces may be of a masonry construction, metal or prefabricated units, subject to approval by the DRB.

8. EXTERIOR

General: All elevations must be shown. Height above the average grade must be shown. All exterior materials must be noted. Exterior materials should be kept to a maximum of three. Any duplication of elevations of existing house is discouraged, regardless of location. If a floor plan is to be duplicated, there must be a substantial change shown in elevation including textures, materials, colors, roofline, and particularly, window and door arrangements.

Decoration: False facades and imitations will be discouraged. Well-designed homes seldom need to resort to attached decoration for interest. Instead, they are capable of standing alone. Home design and character should be compatible with the surroundings and harmonious with the intent of the neighborhood.

Two-Story Homes: Because of their height, two-story houses assume a greater presence in the neighborhood. Therefore, it becomes even more essential that they be well designed.

Antennas:

- (1) *The following antennas may be installed by property owners upon their lot, (a) Satellite dish antennas that are one meter (39 in.) or less in diameter and which are designed to receive direct broadcast satellite service, including direct to home satellite service. (b) Satellite dish antennas that are one meter or less in diameter or diagonal measurement and are designed to receive Video programming services via wireless cable. Such antennas may be mounted on masts to reach a height needed to establish line of sight contact with a transmitter. Masts higher than 12 feet above the roof line are not permitted without the DRB's prior written approval. (c) Standard television antennas that are designed to receive television broadcast signals. Such antennas may be mounted on masts to reach the height needed to establish a line of sight contact with a transmitter. Masts higher than 12 feet above the roof line are not permitted without the DRB's prior written approval. (d) All other exterior antennas are prohibited and may not be placed upon any property within the development.*
- (2) *Antennas may only be erected by someone who has an ownership interest in and are in exclusive control of a residence within the Association. Tenants may not install antennas.*
- (3) *All antennas must be installed in accordance with the manufacturer's specifications and State and Local Building codes.*
- (4) *Antennas must be painted so that they blend into the background against which they are mounted.*
- (5) *Antennas may not be placed upon common property or Association property.*



Windows and Glass Doors: All windows, *French doors*, and sliding glass doors (including fixed panels) are to be of *aluminum*, wood construction or clad in metal or vinyl. No mill finish aluminum will be acceptable.

Frieze Boards: All wood exterior dwellings shall have exterior frieze boards of six to eight inches wide.

Roofs:

- (1) *No building roof overhang may extend into any building set back in excess of 3'. No building roof overhang may extend into any utility or dedicated easement.*
- (2) *The main roof of the residence shall have a pitch of not less than 6 to 12 unless approved by the ARC. Additions requiring installation of a roof system shall contain a roof pitch matching the existing residence wherever possible. The use of flat roofs is specifically discouraged in new and alteration construction.*
- (3) *Roof shall be of approved material: wood shake, cement tiles or ceramic tile. It is desirable that roofs blend with their surroundings. Roof design is considered important and is expected to be well done. Garage and outbuilding roofs must reflect a continuity of design with the swelling roof itself, and the material must be the same as used on the house roof. Bright colored roofs should be avoided.*

Mechanical Equipment: no air conditioning unit or mechanical components will be located on or at the front of the house or in the front yard. Lots on the golf course will place all devices on the side of the building. None shall be located on the roof and all shall be screened.

Swimming Pools: Subject to DRB approval, swimming pools may be constructed on certain Lots, provided that access to them from outside the Lot is controlled from all directions by appropriate enclosures and the residential structure. If pools are protected by screens, such screens and their structure shall be approved by the DRB. All swimming pools are subject to DRB approval and such approval may be withheld as to any Lot when the DRB determines that the pool would not be in harmony with surrounding property, including the golf course. Fairway Lots will be subject to particular scrutiny with respect to screen pool areas.

Flags: *Unit owners may display in a respectful way one portable, removable United States flag, which is no larger than 4 feet by 6 feet. No other flag may be hung, displayed or placed on the exterior walls, doors or windows of the Condominium Property.*

9. COLORS

Color samples must be submitted indicating colors to be used. These colors shall be applied on the actual material to be used, such sample to be a minimum size of 6" x 12". For any future repainting, color samples shall again be submitted to the DRB for approval prior to repainting. This is required in order to sustain continuity in the community. Overly bright colors will not be allowed.

10. SIGNS AND MAILBOXES



Signs: The DRB has full jurisdiction over all signs located within Bent Pine. No sign advertising real estate for sale, lease or rent, nor any contractor's signs shall be permitted larger than 12" x 12".

Mailboxes: Street mailboxes must be constructed according to the design approved and provided by the DRB.

11. LANDSCAPING

This section of the criteria deals with the elements of landscaping and exterior elements related to the residential community.

Residential landscaping should enhance the beauty and privacy of the dwelling units. However, it is the intent of the community to maintain the greenbelt and common property areas without strict definition of property lines, and resident owners will adhere to these requests.

It is also required that the natural ground cover of the land weave throughout the residential development without being impeded by home sites totally planted in grass and therefore, without respect for the natural elements of the land. Landscape plans shall be at the scale 1/8" = 1'-0" and must indicate existing and new plant materials, sod, mulch areas and walk, path and driveway materials. No existing tree greater than four inches in caliper (measured four and one-half feet above the ground) shall be removed from any lot for any reason except disease, or unless said tree directly interferes with the erecting or placing of the living unit on said lot. The DRB may require the replacement of any tree, removed to permit building, to another appropriate place on the Lot.

12. BEGINNING CONSTRUCTION

Do not begin construction prior to the DRB's final written approval, unless prior written permission to do so is granted by the DRB. After construction has begun, or approval has been granted, any changes to a dwelling or a site not shown on approved plans must be submitted to the DRB for prior written approval.

13. HEIGHT LIMITS

No residence structure and no other structure of aboveground improvement on a home site shall rise more than two stories from the highest-grade level adjoining the structure.

14. UTILITIES

Wires and conduits for the transmission or distribution of electricity, telephone, and other purposes; public sewers; land drain pipes; water and gas mains; or other pipes shall be placed beneath the surface of the ground, except that street light standards and similar electrical equipment may be placed upon the surface after the DRB has approved the design, location and, where needed, the proposed screening. Temporary poles used for the transmission of electricity, telephone and other purposes during the original period of dwelling construction may not be erected, placed, installed or maintained on any lot or portion of the properties after the construction of dwellings has been completed, without the consent and written approval of the DRB.



15. IMPROVEMENTS TO EXISTING HOMES

Upon completion of their residences and with the passage of time, most homeowners are desirous of further improvement to their property. The DRB would like to remind all Homeowners that all such improvements must be submitted to the DRB for its review and written approval prior to execution of construction. The homeowner is required to submit with the improvement application a refundable construction deposit in the amount of \$1,000.00. The construction deposit to be refunded upon the completion of the improvement along with the required landscaping.

16. GOLF COURSE FRONTAGE OR GOLF VIEW HOMES

Bent Pine golf course is the single most important element in establishing present and future value of homes in the Bent Pine community. It is essential that both the tactical and aesthetic integrity of the course be maintained as homes are constructed in proximity to the golf course. Therefore, golf course frontage, golf views, dwelling location, dwelling types, and the manner in which each related to the other and to the golf course are necessary considerations for the Design Review Board. For this reason the DRB specifically reserves the right to approve golf course frontage and golf view homes on a special and individual basis reflecting the DRB's collective judgment as to how the given home should relate to the golf course; and therefore, the DRB may waive general provisions of the architectural review guidelines and impose such additional restrictions as in its sole judgment it deems necessary. The DRB specifically reserves the right to approve or disapprove all fences proposed for golf frontage or golf view Lots. The DRB specifically reserves the right to approve or disapprove all proposed clearing that may be permitted by the golf course within the 50-foot golf course maintenance easement area. If approved by the DRB, the clearing will be done by a designee of Bent Pine Community Association at the sole expense of the Lot or Unit owner.

BENT PINE DRB DESIGN CRITERIA

SITE

- * Grading shall give the appearance of natural contours.
- * Garage must be "side entry". Must not face street or golf course without DRB approval. No open carports allowed.
 - Trees: Design buildings and site to save existing trees as possible. Clear cutting of the lot is not allowed.
- * Building setbacks:
 - Front 40'
 - Rear 50'
 - Side 15'
 - (unless approved by DRB)
- * Equipment: AC and pool equipment, electrical meters, and trash cans shall be screened from view.
- * Exterior Lighting: There shall be no flashing or brilliant lighting allowed.

BUILDINGS

- * Minimum living area shall be 2400 sq. ft., exclusive of garages, porches, and patios.
- * Garage shall be large enough for 2 standard size automobiles (minimum 22' x 22').
- * Building height No residence shall be more than 2 story, and no appurtenant out building shall be more than 1 story. No structure or above ground improvement shall rise more than 2 stories from the highest grade level adjoining the structure.
- * Exterior appearance: Duplication of elevations of existing residences is discouraged, regardless of location. Exterior materials should be kept to a maximum of three. False facades and limitations will be discouraged. Colors must be approved by the DRB.
- * Roofs shall be of wood shake, cement tile or ceramic tile. Bright colored roofs should be avoided.
- * Swimming Pools are subject to DRP approval. Access to pools from outside shall be controlled by appropriate enclosures. If pools are protected by screens, such screens and there structures shall be approved by the DRB. Approval of pools may be withheld when the DRB determines that the pool would not be in harmony with the surrounding property, including the golf course.
- * Mailboxes shall be of the DRB approved design.
- * Landscaping: It is required that the natural ground cover of the land weave throughout the residential development without being impeded by home sites totally planted in grass and therefore without respect for the natural elements of the land. No existing trees greater than four inches in caliper measured at 'belt' height shall be removed without DRB approval.
- * Golf course frontage of golf view homes: The DRB reserves the right to approve golf course frontage and golf view homes on a special and individual basis, reflecting the DRB's collective judgment as to how the given home should relate to the golf course.

PERFORMANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That _____ Owner(s) of Lot _____ of Bent Pine _____, (hereinafter called "Obligor(s)") is held and firmly bound unto the BENT PINE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, (hereinafter called the "Association"), for the full and just sum of \$5,000.00 to be paid to the Association, pursuant to the terms and conditions set forth herein.

WHEREAS, the Obligor(s), pursuant to the rules adopted under Section 3 of Article VI of the Declaration of Covenants, execute a Performance Agreement as a condition to consideration and approval by the Design Review Board of the Association of architectural and landscaping plans and specifications for improvements to the said lot.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are that if the Obligor(s) shall in all respects comply with the terms and conditions of all Design Review Board (DRB) written approvals of improvements to the said lot, pursuant to the Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 593, Page 668, Public Records of Indian River County, Florida, as amended, and shall in every respect fulfill its obligations hereunder to comply with the architectural and landscaping plans and specifications as approved by the Design Review Board (DRB) and shall insure compliance by Obligor's (Obligors') contractors and their subcontractors with such approvals, and shall indemnify and save harmless the Association from any claims by the third parties performing work on the said lot, including legal and contingent costs, which the Association may sustain on account of the failure of the Obligor(s) to carry out and perform the obligations hereunder, within the time herein specified, then this obligation will be void; otherwise to be and remain in full force and virtue.

The Obligor(s) covenants(s) and Agree(s) that in the event the Association notifies the Obligor(s) in writing of his failure to comply with the approved Architectural and Landscaping plans and specifications, and Obligor(s) continue(s) to fail to correct the deficiencies for a period of thirty (30) days after receipt of such written notice, then the Association or its authorized representatives may at its option, perform and complete the aforesaid obligation and pay costs thereof for which this Agreement shall be security.

The Association agrees to place all funds provided by Obligor to secure this Agreement in an interest-bearing account with such interest accruing to the benefit of the Obligor and such interest constituting funds paid by Obligor.

The Obligor(s) agree(s) that in the event the Association shall exercise any of its rights hereunder, that the Association shall be entitled to be reimbursed for all reasonable costs, which costs shall be documented and provided to Obligor within fifteen (15) days of being incurred. The Association and the Obligor do mutually agree that any legal costs attributable to any actions undertaken pursuant to this Agreement, whether by the Association or the Obligor, shall be paid by the losing party to the prevailing party.

This Performance Agreement shall be effective on the date the final architectural and landscape plans are approved by the DRB and shall expire upon written certification from the DRB that the architectural and landscape plans and specifications have been complied with or otherwise waived by the DRB. The Association agrees to return all funds paid by Obligor to secure this Agreement within five (5) working days of a written request for return of funds by Obligor, unless Association notifies Obligor in writing within the referenced five-day period that the completed construction is not in compliance with the approved architectural and construction plans. The Association also agrees that if the referenced funds are not returned to the Obligor within the specified five-day period, then the Association shall pay Obligor a sum of \$100.00 per day for each day beyond the five-day period for which the funds remain unreturned, unless the Association has notified Obligor in writing of its lack of compliance with the approved architectural and construction plans.

It is expressly understood that the protections provided by this Agreement shall run exclusively the Association, the Obligor, and their successors or assigns, and the same are not expressly or impliedly intended to

protect or save harmless any contractor, subcontractor, supplier, materialman, laborman or other party, unless expressly agreed and acknowledged by the Association.

The Obligor(s) agree(s) to protect himself (themselves) and the Association from the work of any contractors who do work on the premises and agree(s) that all such contractors and subcontractors shall comply fully with the terms and conditions of the approved architectural and landscaping plans.

The Obligor(s) agree(s) that any action brought to enforce the provisions of this Agreement shall be brought in the Circuit Court of Indian River County, Florida.

The Obligor(s) agree(s) that if any one or more of the provisions of this Agreement are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain in effective.

This Agreement shall be binding on Obligor(s) and Association, their heirs, successors, and assigns.

BENT PINE COMMUNITY ASSOCIATION, INC.

By: _____

EXHIBIT A

DECLARATION OF COVENANTS AND RESTRICTIONS

- Declaration of Covenants, Conditions and Restrictions of Bent Pine Community Association, Inc., dated November 1, 1979, and recorded in O.R. Book 593, Page 668, Public Records of Indian River County, Florida.
- Certificate of Amendment of Bent Pine Community Association, Inc., dated January 15, 1980, recorded in O.R. Book 598, Page 2202, Public Records of Indian River County, Florida.
- Declaration of Covenants, Conditions and Restrictions of Bent Pine Community Association, Inc., dated October 30, 1979, recorded in O.R. Book 619, Page 210, Public Records of Indian River County, Florida.
- Amendment to Declaration of Covenants, Conditions and Restrictions of Bent Pine Community Association, Inc., dated January 15, 1980, recorded in O.R. Book 619, Page 228, Public Records of Indian River County, Florida.
- Amendment to Declaration of Covenants, Conditions and Restrictions of Bent Pine Community Association, Inc., dated April 22, 1981, recorded in O.R. Book 621, Page 319, Public Records of Indian River County, Florida.
- Supplemental Declaration of Covenants, Conditions and Restrictions of Bent Pine Community Association, Inc., dated May 13, 1981, recorded in O.R. Book 624, Page 133, Public Records of Indian River County, Florida.
- Amendment to Amended Declaration of Covenants, Conditions and Restrictions of Bent Pine Community Association, Inc., dated April 20, 1982, recorded in O.R. Book 641, Page 2895, Public Records of Indian River County, Florida.

THIS INSTRUMENT PREPARED BY: **238296**

DANIEL O. WHITE
Attorney at Law
P. O. Box 44
Winter Park, Florida 32798

BENT PINE

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FILED FOR RECORD
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RECORD VERIFIED
319 NOV - 1 PM 4:01
FRED A. WHITE
CLERK OF CIRCUIT COURT
INDIAN RIVER CO., FLA.
D.C.

THIS DECLARATION is made this 30th day of October, 1979, by Florida Land Company, hereinafter referred to as "Declarant".

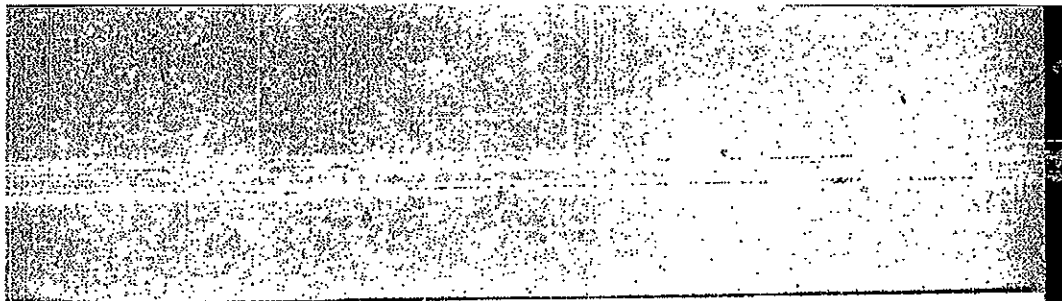
WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Indian River County, State of Florida, described as follows:

Lots 1 through 28, and all of the street designated as Glen Eagle Lane, in Unit 1; and Lots 1 through 21, and all of the street designated as Club House Drive, in Unit 2; the foregoing according to the plat of Bent Pine - Unit 1 and Unit 2 recorded at Plat Book 10, Pages 41 through 41-B, Public Records of Indian River County, Florida.

NOW THEREFORE, Declarant hereby declares that all of 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.

THE PURPOSE of these covenants is to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on the lot; to prevent haphazard and inharmonious improvements of the lot; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for the highest quality of improvement in said property, and thereby enhance the property and investments made by purchasers of lots therein.



ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Bent Pine Community Association, Inc., 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 or Living Unit which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, unless and until such interest has been acquired pursuant to foreclosure or any proceeding in lieu of foreclosure.

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot consists of the streets designated as "Glen Eagle Lane" (Unit 1) and "Club House Drive" (Unit 2) and shown as Common Area on the plat of Bent Pine - Unit 1 and Unit 2, recorded at Plat Book 10, Pages 41 through 41-B, Public Records of Indian River County, Florida.

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

Section 6. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 7. "Declarant" shall mean and refer to Florida Land Company, its successors and assigns if such successors or assigns (a) should acquire more than one undeveloped Lot from the Declarant for the purpose of development and (b) shall be designated by Declarant as a successor developer by an instrument duly recorded in the Public Records of Indian River County, Florida.

Section 8. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III herein.

Section 9. "Structure" shall mean and refer to:

(a) any thing or object (other than trees, shrubbery and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered patio, swimming pool, fence, curbing, paving, wall, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvements to such Lot; and

(b) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and Living Unit, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use any Common Area by an Owner for any period during which any assessment against his Lot or Living Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; provided, however, that this provision shall not act to deny any Lot Owner the right of ingress or egress to his Property across Common Area which is used for street purposes.

(b) the right of the Association to dedicate 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. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of the total membership has been recorded in the Public Records of Indian River County, Florida.

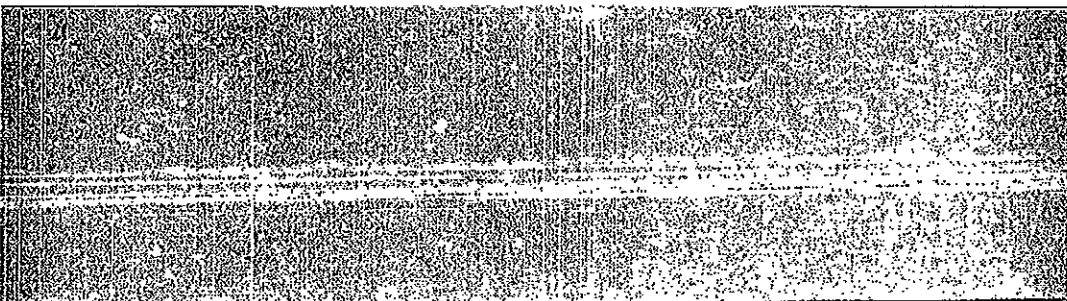
(c) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of acquiring and improving Common Area and, in aid thereof, to mortgage said Properties.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Association's Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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



Section 2. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot or Living Unit owned. When more than one person holds an interest in any Lot or Living Unit, all such persons shall be Members. The vote for such Lot or Living Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Living Unit.

Class B. The Class B Member shall be the Declarant and shall be entitled to ten votes for each assessable Lot or Living Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1990.

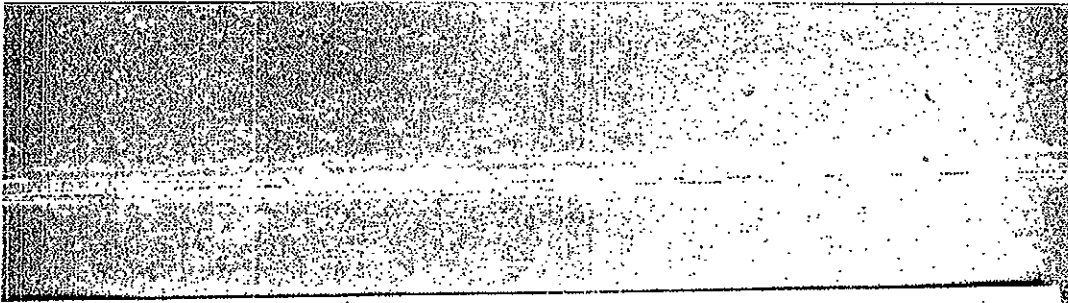
ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or Living Unit owned within the Properties, hereby covenants, and each Owner of any Lot or Living Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and of the homes situated upon the Properties, and for the acquisition, improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or Living Unit to an Owner, the maximum annual assessment shall be \$250.00 per Lot on which no Living Unit has been constructed and \$500.00 for each Lot on which a Living Unit has been constructed. (The date of the issuance of a certificate of occupancy by Indian



River County or its equivalent, shall determine the time when the higher assessment becomes effective.)

(a) From and after January of the year immediately following the conveyance of the first Lot or Living Unit to an Owner, the maximum annual assessment may be increased each year by affirmative vote of a majority of the whole Board of Directors.

(b) The Board of Directors may fix the annual assessment.

Section 4. Declarant's Assessment. Notwithstanding anything herein to the contrary, the assessment payable by Declarant on any Lot or Living Unit owned by it shall be fifty percent (50%) of the assessment then being levied against other Lots or Living Units.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association 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 acquisition of Common Area, and construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Except as otherwise provided in Section 4, both annual and special assessments must be fixed at a uniform rate for all Lots and Living Units, and may be collected from time to time as the Board of Directors of the Association, in its discretion, may decide.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots and Living Units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates 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 or Living Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot or Living Unit is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per year. A late charge in an amount established by the Board pursuant to the Bylaws may be added for any assessment more than five (5) days late. The late charge shall be in addition to any interest provided for herein. 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 non-use of the Common Area or abandonment of his Lot or Living Unit.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Living Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Living Unit pursuant to mortgage foreclosure or any proceeding in lieu therefor, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Living Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (a) all Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas as defined herein; (c) all Properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Areas, the Association may at its option, and at the request of the Owner, provide exterior maintenance upon each Lot and Living Unit which is subject to assessment as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be charged against the Lot or Living Unit upon which such maintenance is done. The Board, in its discretion, may require payment in advance, or such cost of maintenance may be added to and become part of the annual maintenance assessment or charge to which such Lot or Living Unit is subject. As part of

such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V. The Board of Directors of the Association, when establishing the annual assessment against each Lot or Living Unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Owner's Failure to Maintain Premises. In the event an Owner of any Lot or Living Unit in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by 2/3 vote of the Board of Directors, and after fifteen (15) days' written notice to the Owner, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot or Living Unit and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance, together with fifteen percent (15%) of such cost to cover the administrative expenses of the Association, shall be added to and become part of the assessment to which such Lot or Living Unit is subject.

Section 4. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours of any day except Sunday.

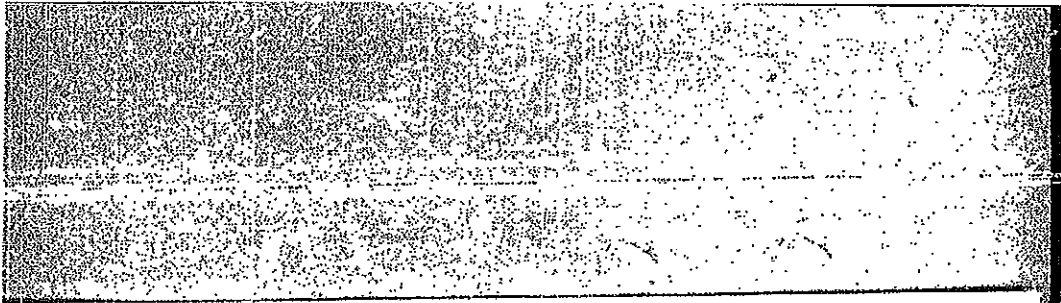
ARTICLE VI

ARCHITECTURAL CONTROL

DESIGN REVIEW BOARD

Section 1. Formation. There shall be formed a committee of the Association known as the "Design Review Board" (the "DRB"). The DRB shall be composed of no less than three nor more than five individuals who need not be Members of the Association, who shall be appointed by the Board of the Association. A quorum of the DRB shall be a majority, and the affirmative vote of a majority of a quorum of the DRB shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or orders, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. Any approval or disapproval by the DRB in accordance with the terms hereof shall be final and binding. Action by the DRB does not obviate the necessity of obtaining all necessary governmental approvals which may apply to the properties.

Section 2. Review by the Design Review Board. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the DRB.



Section 3. Rules, Statements of Policy, and Effect of DRB Approvals.

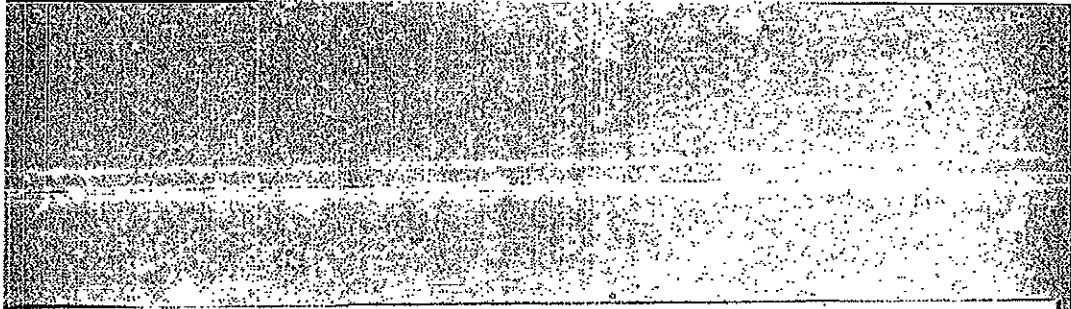
The DRB may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots or Living Units, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the DRB at any time, and no inclusion in, omission from or amendment of, any such rule or statement shall be deemed to bind the DRB to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the DRB's discretion as to any such matter. No change of policy, however, shall affect the finality of any approval granted prior to such change. Approval for use on any Lot or Living Unit of any plans or specifications shall not be deemed a waiver of the DRB's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Living Unit. Approval of any such plans and specifications relating to any Lot or Living Unit, however, shall be final as to that Lot or Living Unit and such approval may not be revoked or rescinded thereafter, provided (a) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in any covenants or restrictions recorded against said Lot or Living Unit, and (b) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot or Living Unit in question.

In the event that the DRB fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

Section 4. Fees. The DRB may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article VII, payable at the time such plans and specifications are submitted.

Section 5. Disapproval of Plans. The DRB, in its sole discretion, based on standards promulgated by it from time to time, shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) the failure of such plans and specifications to comply with any covenants or restrictions recorded upon the Properties;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots or Living Units or the Bent Pine Golf Course;



(e) objection to the grading, lighting or landscaping plans for any Lot or Living Unit;

(f) objection to the color scheme, finish, proportions, type of architecture, height, bulk or appropriateness of any proposed Structure;

(g) objections to parking areas proposed for any Lot or Living Unit on the grounds of (i) incompatibility to proposed uses and Structures on such Lot or Living Unit, or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Lot or Living Unit; or

(h) any other matter which, in the judgment of the DRB, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Properties or with Structures or uses located upon other Lots or Living Units or with the Bent Pine Golf Course.

In any case where the DRB shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the DRB shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. No approval shall be valid unless such approval is in writing and signed by a member of the DRB.

ARTICLE VII

GENERAL RESTRICTIONS

USE & OCCUPANCY

Section 1. General Restrictions. The following restrictions shall apply to all Lots or Living Units on the Properties:

(a) General Prohibition. No dwelling, dwelling house, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties, or any portion thereof, that does not conform to applicable governmental regulations and to the standards, requirements, prohibitions and provisions of this Declaration, and all such construction or development shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the DRB.

(b) Residential Purposes. No Lot or Living Unit shall be used in whole or in part for anything other than residential purposes, except for model Living Units and offices for the purpose of conducting the sale of Properties principally within the Bent Pine subdivision, and except for the management and operation of the Bent Pine Golf Course. Other than conducting the sale of Living Units and the management and operation of the Bent Pine Golf Course, no trade, traffic or business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use, shall be

engaged in or carried on upon the Properties or any part thereof; nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the residents of the Properties or adjacent Properties.

(c) Subdivision. No Lot or Living Unit shall be subdivided or split by any means whatsoever into any greater number of residential plots or units nor into any residential plot or unit of smaller size. (This prohibition, however, shall not preclude the division of Lots in order to convey portions of the divided Lot to adjacent Property Owners for the purpose of enlarging their holdings, provided that no additional Living Units are permitted thereby.)

(d) Removal of Buildings. No building or Structure shall be moved from or upon the Properties or Lots without written consent of the DRB.

(e) Occupancy Before Completion. No building or Structure upon the Properties shall be occupied until it is completed and complies with the terms and provisions of this Declaration and has received a Certificate of Occupancy from Indian River County.

(f) Maintenance and Repair. All dwellings, structures, buildings, outbuildings, walls, driveways and fences placed or maintained on the Properties or any portion thereof, shall at all times be maintained in good condition and repair.

(g) Completion of Construction. All exterior construction and paint and stain finishings for which plans and specifications are required herein to be submitted to the DRB for approval, shall be completed within six (6) months from the date of approval for said approval to remain in force, unless the DRB shall grant a greater period of time to complete said construction, or shall grant an extension of said six-month period.

(h) Temporary Buildings. No tent, shack, trailer, house trailer, garage or other outbuilding shall at any time be used on any Lot as a residence temporarily or permanently; and no building or dwelling of a temporary character shall be permitted, except as follows: buildings necessary for construction taking place on the Properties and not intended to be used as living accommodations during the course of construction, and sales or leasing offices, during the course of sales, provided that DRB approval is given.

(i) Ground Maintenance.

(i) Grass, hedges, shrubs, vines and mass planting of any type on each lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner.

(ii) No weeds, vegetation, rubbish, debris, garbage, waste materials, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot, which would render it unsanitary, unsightly, offensive or detrimental to the Properties in the vicinity thereof or to the occupants of any property in the vicinity. All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

(iii) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used within three (3) months after the construction of buildings or Structures upon the Lot on which the material is stored.

(iv) No dwelling house, garage, outbuilding or other Structure or improvement and no tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by the DRB and installed by the Owner shall be maintained by each Lot Owner in front of each Lot to the pavement and in the rear of each Lot to the rear Lot line. Landscaping installed by the Golf Club will not be maintained by the Lot Owner.

(j) Preservation of Existing Trees. No existing tree greater than four (4) inches in caliper measured four and one-half (4-1/2) feet above the ground shall be removed from any Lot for any reason without DRB approval unless the tree directly interferes with the erecting or placing of the Living Unit on said Lot.

(k) Fences, Walls, Hedges, Mass Planting of any Type. No fence, wall, hedge, or mass planting of any type shall be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the DRB.

(l) Animals, Birds and Fowl. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All pets shall be kept on a leash when not on the Owner's Lot and no pet shall be allowed to roam unattended. In the event of dispute as to the reasonability of the number of such cats, dogs or household pets kept upon the Properties, the decision of the DRB shall control.

(m) Laundry. No outdoor clothesline of any kind shall be constructed or used nor shall any clothes, bedclothes or cloth materials of any kind be placed outside of any building for drying or airing.

(n) Aerials. No radio, television or other aerial, antenna, tower or transmitting or receiving aerial, or support thereof, shall be erected, installed, placed or maintained upon any Lot, Living Unit or upon any building or Structure, except those devices which may be erected, installed, placed or maintained and used under eaves or entirely within the enclosed portion of the of the individual dwelling unit or garage; and in no event shall such devices protrude above the highest point of the dwelling situated upon such Lot, or extend more than one (1) foot from overhang or wall; provided, however, that the Association may erect towers on the Properties for the purpose of providing master antenna service. If such service is provided, it shall be made available to every Living Unit Owner on a reasonable and equitable basis. In the event that aerials as specified above are not capable of adequate T. V. reception, and the Association does not provide master antenna service, and there is no cable T. V. service available to the Properties, then a Lot Owner may install,

with the approval of the DRB, aerials which will provide adequate T. V. reception until such time as adequate T. V. reception is made available by any of the foregoing means:

(o) Exterior Lighting and Mailboxes. Every Owner of a single family Lot shall, at the time of constructing a Living Unit upon the Lot, provide a yard light and a mailbox of a type, design and location to be determined by the DRB. Such yard light and mailbox shall continuously be maintained in good working order by the Owner of the Lot in question.

No exterior lighting fixtures shall be installed on any Lot or Living Unit without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of adjacent properties. In the event of a dispute, the decision of the DRB shall govern.

(p) Boat and Vehicle Storage. No automobile, motor home, truck, trailer, boat trailer, camper or other vehicle, and no boat of any kind shall be parked, left or stored upon any single family Lot, unless it is parked, left or stored in a garage or other enclosure so it is not open to view by the public or Owners within the vicinity. No vehicle of any kind shall be parked overnight on any road right-of-way; provided, however, that nothing contained in this paragraph shall preclude service and delivery vehicles from using the streets and servicing the homes, and provided further that motor homes may be parked upon a Lot for a period not exceeding forty-eight (48) hours while the owner or driver thereof visits the home of a Lot Owner.

(q) Utilities.

(i) Wires and conduits for the transmission or distribution of electricity, telephone and other purposes, public sewers, land drain pipes, water and gas mains, or other pipes shall be placed beneath the surface of the ground, except that street light standards and similar electrical equipment may be placed upon the surface after the DRB has approved the design, location and, where needed, the proposed screening.

(ii) Temporary poles used for the transmission of electricity, telephone and other purposes during the original period of dwelling construction may not be erected, placed, installed or maintained on any Lot or portion of the Properties without the consent and written approval of the DRB, except by the Declarant.

(r) Excavations. No excavation for stone, gravel, sand or dirt shall be made on any portion of the Properties, except for the construction of dwellings, walls, fences, foundations, structures, landscaping, swimming pools and other appurtenances, plans and specifications for which excavations have been approved by the DRB.

(s) Oil and Mining Operations. No drilling or exploration for or development of oil, gas or other hydrocarbons, or refining, quarrying or mining operations of any kind, shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot, and no derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

(t) Signs. Except, as otherwise permitted by the DRB, no sign of any character shall be displayed or placed upon any Lot or Living Unit.

(u) Refuse. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. Unless otherwise approved by the DRB, all garbage cans and trash containers shall be kept, stored and placed in screened enclosures, and in no event shall a garbage can or trash container be placed for collection on any portion of a Lot or an easement or right-of-way unless in such screened area. All garbage placed in such areas shall be sealed in standard trash bags made of material of sufficient strength to contain garbage placed therein without ripping or tearing.

(v) Nuisances.

(i) No noxious or offensive trade or activity shall be permitted on any Lot or Living Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(ii) No immoral, improper, offensive or unlawful use shall be made of any Lot, dwelling house or other improvement and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

(w) Preservation and Maintenance of Slopes, Banks and Swales. No person shall reconstruct, damage, destroy, open, reduce, remove, alter, modify or install any thing or improvement within, over or upon any bank, slope or swale within the Properties without first obtaining DRB approval. No construction or excavation in the proximity of any canal, bank, slope or swale shall be permitted which, in the opinion of the DRB, would impair the stability of the slopes in said areas.

(x) Wells. No water wells shall be dug on any Lot or on the Properties without the approval of the DRB in writing. Until such time as public water is available, the Owner shall have the right to construct one well per Lot.

(y) Open Burning. Open burning on unoccupied Lots of wooden materials or vegetation generated by landclearing operation or demolition of a Structure shall be allowed only according to applicable governmental regulations. Open burning to reduce solid waste on occupied residential premises is not permitted.

(z) Swimming Pools. Subject to DRB approval, swimming pools may be constructed on certain Lots provided that access to them from outside the Lot is controlled from all directions by appropriate enclosures and the residential structures. If pools are protected by screens, such screens and their structures shall be approved by the DRB. All swimming pools are subject to DRB approval, and such approval may be withheld as to any Lot when the DRB determines that the pool would not be in harmony with surrounding property, including the golf course.

Section 2. Minimum Square Footage of Living Units. No Living Unit shall be constructed on the Properties unless it has a minimum of 1,800 square feet

of living area, exclusive of garages, carports, porches and patios. In the case of a two-story house, the first floor must contain at least 1,600 square feet of living area, and the second floor must contain at least 1,200 square feet of living area, measured as provided above.

Section 3. Minimum Standards Required for Single Family Living Units.

(a) No single family home shall be erected without providing an enclosed garage of sufficient size for not less than two (2) standard automobiles. No open carports shall be constructed. No garage shall be constructed in such a manner that the automobile entrance thereto shall face a street adjacent to said Lot, nor shall it be constructed in such a manner that the automobile entrance shall face any portion of any adjacent golf course, unless approved by the DRB.

(b) No dwelling house more than two (2) stories in height and no appurtenant outbuilding more than one (1) story in height shall be erected, constructed or maintained on any Lot.

(c) No building, structure or object, except approved fences, walls, gates, entrances or landscaping, shall be erected, placed or maintained on any Lot (i) nearer than twenty-five (25) feet to the side line of any Lot, (ii) nearer than forty (40) feet to the front line of any Lot, or (iii) nearer than sixty (60) feet to the rear Lot line of any Lot, unless approved by the DRB.

(d) The front of any Lot shall be the side adjacent to a street. In determining which is the front of a Lot adjacent to two streets, the side of such Lot fronting on a street other than the street designated as the main loop road shall be deemed the front of the Lot. The rear shall be the side opposite from the front.

(e) All Lots shall be fully landscaped contemporaneously with the completion of construction of the dwelling house. An automatic, electric underground lawn sprinkling system shall be installed of sufficient size and capacity to fully water the entire Lot and all grass and shrubbery. Installation of the irrigation system shall be concurrent with the completion of construction of a single family home.

(f) All roofs except as hereafter set forth shall have a minimum pitch of 4-1/2 to 12. Flat roofs may be employed only on porches located to the rear of a dwelling house and not visible from the street in front of the house. All roofing materials shall be approved by the DRB.

(g) No outdoor fireplace or grill shall exceed six (6) feet in height above the natural ground elevation of such Lot.

(h) No air-conditioning, heating or other appliances of any kind shall be constructed or placed upon any roof of any building or any part thereof, except solar heating units which have been approved by the DRB.

(i) Unless otherwise approved by the DRB, construction of approved improvements shall commence within ninety (90) days from the date of approval by the DRB and construction shall proceed continuously and be completed

within a reasonable time, and in no event shall construction of a dwelling house or other improvements be extended or last for more than six (6) months beyond the commencement of construction unless otherwise approved by the DRB.

(j) The exterior portions of any building shall consist of natural woods, brick, stone and such earthtone colors as the DRB shall approve.

(k) All exteriors of buildings, outbuildings, walls and fences, and all exterior surfaces of any type, quality or nature, shall be painted or otherwise covered in uniform, soft colors. All colors of exterior surfaces shall be subject to approval of the DRB.

(l) No changes in the elevation of any Lot shall be made upon any Lot, nor shall any fill be used to extend the property beyond the Lot line without the prior written consent of the DRB.

(m) A guest suite or like facility without a kitchen may be included as a part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling and provided, however, that such guest suite would not result in overcrowding the site as determined by the DRB.

(n) No mailbox shall be installed on any Lot unless such mailbox is of a manufacture, model, type and located in accordance with specifications set forth by the DRB.

ARTICLE VIII

ASSOCIATION'S RIGHT TO APPROVE LOT SALES

No Lot, whether improved or unimproved, shall be resold following the original sale by Declarant, without the prior written approval of the Association. A Lot Owner intending to make a bona fide sale of a Lot shall give to the Association notice of such intention, together with a copy of the contract which shows the name and address of the purchaser and the purchase price and terms, and a deposit of at least ten percent (10%). The Lot Owner shall furnish such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Lot Owner's option, may include a demand by the Lot Owner that the Association furnish a purchaser of the Lot if the proposed purchaser is not approved. Such notice shall be in writing and shall be mailed to the Association by registered or certified mail. Within thirty (30) days after receipt of such notice, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the Public Records of Indian River County, Florida. If no approval is rendered within the thirty-day time limit, then the sale shall be deemed approved as submitted, and the Association shall issue a certificate as if the approval had been given. If the Association shall disapprove a transfer of ownership of a Lot after receiving the requisite notice thereof, and if the notice of sale given by the Lot Owner shall so demand, then within sixty (60) days after receipt of such notice the Association shall deliver or mail to the

Lot Owner an agreement to purchase the Lot and all improvements located thereon by a purchaser approved by the Association who will purchase and to whom the Lot Owner must sell the Lot upon the following terms:

- (a) The price to be paid shall be that stated in the disapproved contract to sell.
- (b) The purchase price shall be paid in cash.
- (c) The sale shall be closed within sixty (60) days after the delivery of the agreement to purchase.
- (d) A certificate of the Association executed by its President or Vice President and approving the purchase shall be recorded in the Public Records of Indian River County, Florida, at the expense of the purchaser.
- (e) If the Association shall fail to provide a purchaser upon the demand of the Lot Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Indian River County, Florida.

ARTICLE IX
GOLF COURSE RESTRICTIONS

Section 1. Purpose. It is the purpose of this Article to preserve the beauty of the property bordering the Bent Pine Golf Club, for the benefit of both the Golf Course and the Properties. A major factor in the value and attractiveness of the Properties is that many of the Lots border the Bent Pine Golf Club, providing exceptional vistas over the tees, greens and fairways of the Golf Course, and of other Property bordering the Golf Course. In turn, Golf Course players may enjoy the buffering provided along the border to the Golf Course, created by the easement area on the Lots bordering the Golf Course described in Section 2, below.

Section 2. Golf Course Easement. There is reserved a "Golf Course Maintenance Easement Area" on each Lot adjacent to the fairways, tees or greens of Bent Pine Golf Club. This reserved easement shall permit Declarant or Bent Pine Golf Club, their agents, successors and assigns, at their election, to go onto any fairway Lot at any reasonable hour and maintain or landscape such easement area. Such maintenance and landscaping may include regular removal of underbrush, trees less than four (4) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer and mowing the easement area. This Golf Course Maintenance Easement Area shall be limited to the portion of such Lots within fifty (50) feet of the Lot line bordering the fairway. No improvements, clearing of vegetation, or the planting of any shrubbery, are permitted within this easement without the express written permission of the DRB.

Until such time as a Living Unit is constructed on a Lot, the existence of such Golf Course Maintenance Easement Area shall permit and authorize registered golf course players and their caddies to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a Living Unit has been constructed on such Lot, registered players or their caddies shall be permitted the recovery of balls only, not play, in such easement area. Registered players or their caddies shall not be entitled to enter on any Lot with a golf cart or other vehicle, nor spend unreasonable time on such Lot, nor in any way commit a nuisance while on such Lot.

Section 3. Prohibited Actions. Owners or residents of golf fairway Lots shall be obligated to abstain from any actions which would detract from playing qualities of the golf course or the development of attractive overall landscaping. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a Lot when the smoke would cross onto the fairway, and the keeping of dogs or other pets on the Lot under conditions interfering with play due to their loud barking, running on the fairways, or other like interference with play.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first fifty-year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded in the Public Records of Indian River County, Florida. Notwithstanding the foregoing, the Board of Directors of the Association, without any further action by the Members, for a period of three (3) years from the filing of this Declaration, may amend this Declaration for the purpose of curing any ambiguities or inconsistencies among or between the provisions herein, and make reasonable amendments hereto so long as such amendments conform to the general purposes and standards of this Declaration and so long as such amendments do not diminish or dilute the rights of the Members of the Association in any manner.

Section 4. Annexation. Additional land may be annexed by the Declarant without the consent of Members within ten (10) years of the date of this instrument. Thereafter, additional Property may be annexed by Declarant with the consent of 2/3 of votes comprising the total membership.

Section 5. Mergers. Upon merger or consolidation of the Association with another Association upon vote of 2/3 of Members and as provided in its Articles of Incorporation, the Association's Properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the Properties, rights and obligations of another association may, by operation of law, be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other Properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties except as herein provided.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 30th day of October, 1979.

Signed, sealed and delivered in the presence of:

Daniel O. White

Louise R. Lellis

FLORIDA LAND COMPANY

By: R. Philip Silver
R. Philip Silver
President

Attest: W. J. Aberwald
W. J. Aberwald
Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, personally appeared R. Philip Silver and W. J. Aberwald, to me well known and known to me to be the President and Secretary respectively of Florida Land Company and who executed the foregoing instrument and acknowledged before me that they executed it on behalf of the corporation for the purposes therein expressed.

WITNESS my hand and official seal this 30th day of October, 1979.

My commission expires:

Phyllis A. Alford
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Feb. 7, 1982
Qualified by Amendment No. 10, 1978

246270

CERTIFICATE OF AMENDMENT

BENT PINE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Certificate of Amendment is made this 15th day of January, 1980.

WITNESSETH:

WHEREAS, heretofore certain Covenants, Conditions and Restrictions have been filed of record at O. R. Book 593, Page 668, Public Records of Indian River County, Florida, and made applicable to the real property described as follows:

Lots 1 through 28, and all the street designated as Glen Eagle Lane, in Unit 1; and Lots 1 through 21, and all of the street designated as Clubhouse Drive in Unit 2; the foregoing according to the plat of Bent Pine-Unit 1 and Unit 2 recorded at Plat Book 10, Pages 41 through 41-B, Public Records of Indian River County, Florida; and

WHEREAS, pursuant to Article X, Section 3 of said Covenants, ninety per cent (90%) of the lot owners may make amendments to said Covenants; and

WHEREAS, Florida Land Company, the undersigned, owns all of the property described above and desires to enact the amendments set forth hereafter;

NOW, THEREFORE, the Bent Pine Declaration of Covenants, Conditions and Restrictions are hereby amended and shall apply to the property described above, which is identical to the property described in the original Declaration of Covenants, Conditions and Restrictions, as follows:

1. Section 3 of Article IV, subsection (a) is hereby amended so that it shall read as follows:

"(a) From and after January 1 of the year immediately following the conveyance of the first lot or living unit to an owner, the maximum annual assessment may be increased each year not more than twenty per cent (20%) above the maximum assessment for the previous year without a vote of the membership. From and

Signature
Notary Public
State of Florida

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after January 1 of the year immediately following the conveyance of the first lot or living unit to an owner, the maximum annual assessment may be increased above twenty per cent (20%) by a vote of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose."

2. Section 4, Article IV, entitled "Declarant's Assessment", is hereby deleted in its entirety and shall be of no further force or effect.

3. Other than as specifically amended herein, the Bent Pine Declaration of Covenants, Conditions and Restrictions as recorded at Book 593, Page 668, Public Records of Indian River County, Florida, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Florida Land Company, being the owner of all of the property described above and authorized to execute this Certificate of Amendment, has hereunto set its hand and seal this 15th day of January, 1980.

Signed, sealed and delivered in the presence of:

FLORIDA LAND COMPANY

David M. Young

By R. Philip Silver
R. Philip Silver
President

Barbara Arnes

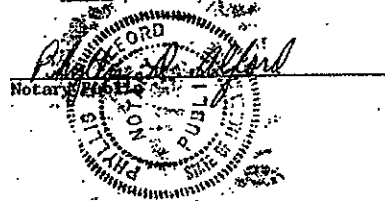
Attest: W. J. Aberwald
W. J. Aberwald
Secretary



STATE OF FLORIDA
COUNTY OF ORANGE

Before me personally appeared R. Philip Silver and W. J. Aberwald, to me well known and known to me to be the President and Secretary, respectively, of Florida Land Company and who executed the foregoing instrument and acknowledged before me that they executed it on behalf of the corporation for the purposes therein expressed.

Witness my hand and official seal this 15th day of January, 1980



My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Feb. 2, 1982
Bonded By American Fidelity & Guaranty Company

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THIS INSTRUMENT PREPARED BY:

235296

DANIEL O. WHITE
Attorney at Law
P. O. Box 44
Winter Park, Florida 32790

BENT PINE

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

RECORDED
10/31/79
10/31/79

THIS DECLARATION is made this 30th day of October, 1979, by Florida Land Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Indian River County, State of Florida, described as follows:

Lots 1 through 28, and all of the street designated as Glen Eagle Lane, in Unit 1; and Lots 1 through 21, and all of the street designated as Club House Drive, in Unit 2; the foregoing according to the plat of Bent Pine - Unit 1 and Unit 2 recorded at Plat Book 10, Pages 41 through 41-B, Public Records of Indian River County, Florida.

NOW THEREFORE, Declarant hereby declares that all of 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.

THE PURPOSE of these covenants is to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on the lot; to prevent haphazard and inharmonious improvements of the lot; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for the highest quality of improvement in said property, and thereby enhance the property and investments made by purchasers of lots therein.

RECORDED

APPENDIX "G"

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ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Bent Pine Community Association, Inc., 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 or Living Unit which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, unless and until such interest has been acquired pursuant to foreclosure or any proceeding in lieu of foreclosure.

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot consists of the streets designated as "Glen Eagle Lane" (Unit 1) and "Club House Drive" (Unit 2) and shown as Common Area on the plat of Bent Pine - Unit 1 and Unit 2, recorded at Plat Book 10, Pages 41 through 41-B, Public Records of Indian River County, Florida.

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

Section 6. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 7. "Declarant" shall mean and refer to Florida Land Company, its successors and assigns if such successors or assigns (a) should acquire more than one undeveloped Lot from the Declarant for the purpose of development and (b) shall be designated by Declarant as a successor developer by an instrument duly recorded in the Public Records of Indian River County, Florida.

Section 8. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III herein.

Section 9. "Structure" shall mean and refer to:

(a) any thing or object (other than trees, shrubbery and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered patio, swimming pool, fence, curbing, paving, wall, signboard or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvements to such Lot; and

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(b) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and Living Unit, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use any Common Area by an Owner for any period during which any assessment against his Lot or Living Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; provided, however, that this provision shall not act to deny any Lot Owner the right of ingress or egress to his Property across Common Area which is used for street purposes.

(b) the right of the Association to dedicate 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. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of the total membership has been recorded in the Public Records of Indian River County, Florida.

(c) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of acquiring and improving Common Area and, in aid thereof, to mortgage said Properties.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Association's Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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Section 2. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot or Living Unit owned. When more than one person holds an interest in any Lot or Living Unit, all such persons shall be Members. The vote for such Lot or Living Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Living Unit.

Class B. The Class B Member shall be the Declarant and shall be entitled to ten votes for each assessable Lot or Living Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1990.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or Living Unit owned within the Properties, hereby covenants, and each Owner of any Lot or Living Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and of the homes situated upon the Properties, and for the acquisition, improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or Living Unit to an Owner, the maximum annual assessment shall be \$250.00 per Lot on which no Living Unit has been constructed and \$500.00 for each Lot on which a Living Unit has been constructed. (The date of the issuance of a certificate of occupancy by Indian

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River County or its equivalent, shall determine the time when the higher assessment becomes effective.)

(a) From and after January of the year immediately following the conveyance of the first Lot or Living Unit to an Owner, the maximum annual assessment may be increased each year by affirmative vote of a majority of the whole Board of Directors.

(b) The Board of Directors may fix the annual assessment.

Section 4. Declarant's Assessment. Notwithstanding anything herein to the contrary, the assessment payable by Declarant on any Lot or Living Unit owned by it shall be fifty percent (50%) of the assessment then being levied against other Lots or Living Units.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association 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 acquisition of Common Area, and construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Except as otherwise provided in Section 4, both annual and special assessments must be fixed at a uniform rate for all Lots and Living Units, and may be collected from time to time as the Board of Directors of the Association, in its discretion, may decide.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots and Living Units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates 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

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Association setting forth whether the assessments on a specified Lot or Living Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot or Living Unit is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per year. A late charge in an amount established by the Board pursuant to the Bylaws may be added for any assessment more than five (5) days late. The late charge shall be in addition to any interest provided for herein. 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 non-use of the Common Area or abandonment of his Lot or Living Unit.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Living Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Living Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Living Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (a) all Properties to the extent of any assessment or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas as defined herein; (c) all Properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use, shall be exempt from said assessments, charges or liens.

ARTICLE V

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Areas, the Association may at its option, and at the request of the Owner, provide exterior maintenance upon each Lot and Living Unit which is subject to assessment as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be charged against the Lot or Living Unit upon which such maintenance is done. The Board, in its discretion, may require payment in advance, or such cost of maintenance may be added to and become part of the annual maintenance assessment or charge to which such Lot or Living Unit is subject. As part of

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such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V. The Board of Directors of the Association, when establishing the annual assessment against each Lot or Living Unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Owner's Failure to Maintain Premises. In the event an Owner of any Lot or Living Unit in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by 2/3 vote of the Board of Directors, and after fifteen (15) days' written notice to the Owner, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot or Living Unit and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance, together with fifteen percent (15%) of such cost to cover the administrative expenses of the Association, shall be added to and become part of the assessment to which such Lot or Living Unit is subject.

Section 4. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours of any day except Sunday.

ARTICLE VI

ARCHITECTURAL CONTROL

DESIGN REVIEW BOARD

Section 1. Formation. There shall be formed a committee of the Association known as the "Design Review Board" (the "DRB"). The DRB shall be composed of no less than three nor more than five individuals who need not be Members of the Association, who shall be appointed by the Board of the Association. A quorum of the DRB shall be a majority, and the affirmative vote of a majority of a quorum of the DRB shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or orders, or to issue any permit, authorization or approval pursuant to directives or authorizations contained herein. Any approval or disapproval by the DRB in accordance with the terms hereof shall be final and binding. Action by the DRB does not obviate the necessity of obtaining all necessary governmental approvals which may apply to the properties.

Section 2. Review by the Design Review Board. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the DRB.

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Section 3. Rules, Statements of Policy, and Effect of DRB Approvals.

The DRB may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots or Living Units, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the DRB at any time, and no inclusion in, omission from or amendment of, any such rule or statement shall be deemed to bind the DRB to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the DRB's discretion as to any such matter. No change of policy, however, shall affect the finality of any approval granted prior to such change. Approval for use on any Lot or Living Unit of any plans or specifications shall not be deemed a waiver of the DRB's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Living Unit. Approval of any such plans and specifications relating to any Lot or Living Unit, however, shall be final as to that Lot or Living Unit and such approval may not be revoked or rescinded thereafter, provided (a) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in any covenants or restrictions recorded against said Lot or Living Unit, and (b) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot or Living Unit in question.

In the event that the DRB fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

Section 4. Fees. The DRB may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this Article VII, payable at the time such plans and specifications are submitted.

Section 5. Disapproval of Plans. The DRB, in its sole discretion, based on standards promulgated by it from time to time, shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) the failure of such plans and specifications to comply with any covenants or restrictions recorded upon the Properties;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots or Living Units or the Bent Pine Golf Course;

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(e) objection to the grading, lighting or landscaping plans for any Lot or Living Unit;

(f) objection to the color scheme, finish, proportions, type of architecture, height, bulk or appropriateness of any proposed Structure;

(g) objections to parking areas proposed for any Lot or Living Unit on the grounds of (i) incompatibility to proposed uses and Structures on such Lot or Living Unit, or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Lot or Living Unit; or

(h) any other matter which, in the judgment of the DRB, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Properties or with Structures or uses located upon other Lots or Living Units or with the Bent Pine Golf Course.

In any case where the DRB shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the DRB shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. No approval shall be valid unless such approval is in writing and signed by a member of the DRB.

ARTICLE VII

GENERAL RESTRICTIONS

USE & OCCUPANCY

Section 1. General Restrictions. The following restrictions shall apply to all Lots or Living Units on the Properties:

(a) General Prohibition. No dwelling, dwelling house, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties, or any portion thereof, that does not conform to applicable governmental regulations and to the standards, requirements, prohibitions and provisions of this Declaration, and all such construction or development shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the DRB.

(b) Residential Purposes. No Lot or Living Unit shall be used in whole or in part for anything other than residential purposes, except for model Living Units and offices for the purpose of conducting the sale of Properties principally within the Bent Pine subdivision, and except for the management and operation of the Bent Pine Golf Course. Other than conducting the sale of Living Units and the management and operation of the Bent Pine Golf Course, no trade, traffic or business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use, shall be

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engaged in or carried on upon the Properties or any part thereof; nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the residents of the Properties or adjacent Properties.

(c) Subdivision. No Lot or Living Unit shall be subdivided or split by any means whatsoever into any greater number of residential plots or units nor into any residential plot or unit of smaller size. (This prohibition, however, shall not preclude the division of Lots in order to convey portions of the divided Lot to adjacent Property Owners for the purpose of enlarging their holdings, provided that no additional Living Units are permitted thereby.)

(d) Removal of Buildings. No building or Structure shall be moved from or upon the Properties or Lots without written consent of the DRB.

(e) Occupancy Before Completion. No building or Structure upon the Properties shall be occupied until it is completed and complies with the terms and provisions of this Declaration and has received a Certificate of Occupancy from Indian River County.

(f) Maintenance and Repair. All dwellings, structures, buildings, outbuildings, walls, driveways and fences placed or maintained on the Properties or any portion thereof, shall at all times be maintained in good condition and repair.

(g) Completion of Construction. All exterior construction and paint and stain finishings for which plans and specifications are required herein to be submitted to the DRB for approval, shall be completed within six (6) months from the date of approval for said approval to remain in force, unless the DRB shall grant a greater period of time to complete said construction, or shall grant an extension of said six-month period.

(h) Temporary Buildings. No tent, shack, trailer, house trailer, garage or other outbuilding shall at any time be used on any Lot as a residence temporarily or permanently; and no building or dwelling of a temporary character shall be permitted, except as follows: buildings necessary for construction taking place on the Properties and not intended to be used as living accommodations during the course of construction, and sales or leasing offices, during the course of sales, provided that DRB approval is given.

(i) Ground Maintenance.

(i) Grass, hedges, shrubs, vines and mass planting of any type on each lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner.

(ii) No weeds, vegetation, rubbish, debris, garbage, waste materials, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot, which would render it unsanitary, unsightly, offensive or detrimental to the Properties in the vicinity thereof or to the occupants of any property in the vicinity. All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

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(iii) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used within three (3) months after the construction of buildings or Structures upon the Lot on which the material is stored.

(iv) No dwelling house, garage, outbuilding or other Structure or improvement and no trees, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by the DRB and installed by the Owner shall be maintained by each Lot Owner in front of each Lot to the pavement and in the rear of each Lot to the rear Lot line. Landscaping installed by the Golf Club will not be maintained by the Lot Owner.

(j) Preservation of Existing Trees. No existing tree greater than four (4) inches in caliper measured four and one-half (4-1/2) feet above the ground shall be removed from any Lot for any reason without DRB approval unless the tree directly interferes with the erecting or placing of the Living Unit on said Lot.

(k) Fences, Walls, Hedges, Mass Planting of any Type. No fence, wall, hedge, or mass planting of any type shall be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the DRB.

(l) Animals, Birds and Powl. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All pets shall be kept on a leash when not on the Owner's Lot and no pet shall be allowed to roam unattended. In the event of dispute as to the reasonability of the number of such cats, dogs or household pets kept upon the Properties, the decision of the DRB shall control.

(m) Laundry. No outdoor clothesline of any kind shall be constructed or used nor shall any clothes, bedclothes or cloth materials of any kind be placed outside of any building for drying or airing.

(n) Aerials. No radio, television or other aerial, antenna, tower or transmitting or receiving aerial, or support thereof, shall be erected, installed, placed or maintained upon any Lot, Living Unit or upon any building or Structure, except those devices which may be erected, installed, placed or maintained and used under eaves or entirely within the enclosed portion of the of the individual dwelling unit or garage; and in no event shall such devices protrude above the highest point of the dwelling situated upon such Lot, or extend more than one (1) foot from overhang or wall; provided, however, that the Association may erect towers on the Properties for the purpose of providing master antenna service. If such service is provided, it shall be made available to every Living Unit Owner on a reasonable and equitable basis. In the event that aerials as specified above are not capable of adequate T. V. reception, and the Association does not provide master antenna service, and there is no cable T. V. service available to the Properties, then a Lot Owner may install,

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with the approval of the DRB, aerials which will provide adequate T. V. reception until such time as adequate T. V. reception is made available by any of the foregoing means.

(o) Exterior Lighting and Mailboxes. Every Owner of a single family Lot shall, at the time of constructing a Living Unit upon the Lot, provide a yard light and a mailbox of a type, design and location to be determined by the DRB. Such yard light and mailbox shall continuously be maintained in good working order by the Owner of the Lot in question.

No exterior lighting fixtures shall be installed on any Lot or Living Unit without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of adjacent properties. In the event of a dispute, the decision of the DRB shall govern.

(p) Boat and Vehicle Storage. No automobile, motor home, truck, trailer, boat trailer, camper or other vehicle, and no boat of any kind shall be parked, left or stored upon any single family Lot, unless it is parked, left or stored in a garage or other enclosure so it is not open to view by the public or Owners within the vicinity. No vehicle of any kind shall be parked overnight on any road right-of-way; provided, however, that nothing contained in this paragraph shall preclude service and delivery vehicles from using the streets and servicing the homes, and provided further that motor homes may be parked upon a Lot for a period not exceeding forty-eight (48) hours while the owner or driver thereof visits the home of a Lot Owner.

(q) Utilities.

(i) Wires and conduits for the transmission or distribution of electricity, telephone and other purposes, public sewers, land drain pipes, water and gas mains, or other pipes shall be placed beneath the surface of the ground, except that street light standards and similar electrical equipment may be placed upon the surface after the DRB has approved the design, location and, where needed, the proposed screening.

(ii) Temporary poles used for the transmission of electricity, telephone and other purposes during the original period of dwelling construction may not be erected, placed, installed or maintained on any Lot or portion of the Properties without the consent and written approval of the DRB, except by the Declarant.

(r) Excavations. No excavation for stone, gravel, sand or dirt shall be made on any portion of the Properties, except for the construction of dwellings, walls, fences, foundations, structures, landscaping, swimming pools and other appurtenances, plans and specifications for which excavations have been approved by the DRB.

(s) Oil and Mining Operations. No drilling or exploration for or development of oil, gas or other hydrocarbons, or refining, quarrying or mining operations of any kind, shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot, and no derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

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(t) Signs. Except as otherwise permitted by the DRB, no sign of any character shall be displayed or placed upon any Lot or Living Unit.

(u) Refuse. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. Unless otherwise approved by the DRB, all garbage cans and trash containers shall be kept, stored and placed in screened enclosures, and in no event shall a garbage can or trash container be placed for collection on any portion of a Lot or an easement or right-of-way unless in such screened area. All garbage placed in such areas shall be sealed in standard trash bags made of material of sufficient strength to contain garbage placed therein without ripping or tearing.

(v) Nuisances.

(i) No noxious or offensive trade or activity shall be permitted on any Lot or Living Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(ii) No immoral, improper, offensive or unlawful use shall be made of any Lot, dwelling house or other improvement and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

(w) Preservation and Maintenance of Slopes, Banks and Swales.

No person shall reconstruct, damage, destroy, open, reduce, remove, alter, modify or install any thing or improvement within, over or upon any bank, slope or swale within the Properties without first obtaining DRB approval. No construction or excavation in the proximity of any canal, bank, slope or swale shall be permitted which, in the opinion of the DRB, would impair the stability of the slopes in said areas.

(x) Wells. No water wells shall be dug on any Lot or on the Properties without the approval of the DRB in writing. Until such time as public water is available, the Owner shall have the right to construct one well per Lot.

(y) Open Burning. Open burning on unoccupied Lots of wooden materials or vegetation generated by landclearing operation or demolition of a Structure shall be allowed only according to applicable governmental regulations. Open burning to reduce solid waste on occupied residential premises is not permitted.

(z) Swimming Pools. Subject to DRB approval, swimming pools may be constructed on certain Lots provided that access to them from outside the Lot is controlled from all directions by appropriate enclosures and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the DRB. All swimming pools are subject to DRB approval, and such approval may be withheld as to any Lot when the DRB determines that the pool would not be in harmony with surrounding property, including the golf course.

Section 2. Minimum Square Footage of Living Units. No Living Unit shall be constructed on the Properties unless it has a minimum of 1,800 square feet

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of living area, exclusive of garages, carports, porches and patios. In the case of a two-story house, the first floor must contain at least 1,600 square feet of living area, and the second floor must contain at least 1,200 square feet of living area, measured as provided above.

Section 3. Minimum Standards Required for Single Family Living Units.

(a) No single family home shall be erected without providing an enclosed garage of sufficient size for not less than two (2) standard automobiles. No open carports shall be constructed. No garage shall be constructed in such a manner that the automobile entrance thereto shall face a street adjacent to said Lot, nor shall it be constructed in such a manner that the automobile entrance shall face any portion of any adjacent golf course, unless approved by the DRB.

(b) No dwelling house more than two (2) stories in height and no appurtenant outbuilding more than one (1) story in height shall be erected, constructed or maintained on any Lot.

(c) No building, structure or object, except approved fences, walls, gates, entrances or landscaping, shall be erected, placed or maintained on any Lot (i) nearer than twenty-five (25) feet to the side line of any Lot, (ii) nearer than forty (40) feet to the front line of any Lot, or (iii) nearer than sixty (60) feet to the rear Lot line of any Lot, unless approved by the DRB.

(d) The front of any Lot shall be the side adjacent to a street. In determining which is the front of a Lot adjacent to two streets, the side of such Lot fronting on a street other than the street designated as the main loop road shall be deemed the front of the Lot. The rear shall be the side opposite from the front.

(e) All Lots shall be fully landscaped contemporaneously with the completion of construction of the dwelling house. An automatic, electric underground lawn sprinkling system shall be installed of sufficient size and capacity to fully water the entire Lot and all grass and shrubbery. Installation of the irrigation system shall be concurrent with the completion of construction of a single family home.

(f) All roofs except as hereafter set forth shall have a minimum pitch of 4-1/2 to 12. Flat roofs may be employed only on porches located to the rear of a dwelling house and not visible from the street in front of the house. All roofing materials shall be approved by the DRB.

(g) No outdoor fireplace or grill shall exceed six (6) feet in height above the natural ground elevation of such Lot.

(h) No air-conditioning, heating or other appliances of any kind shall be constructed or placed upon any roof of any building or any part thereof, except solar heating units which have been approved by the DRB.

(i) Unless otherwise approved by the DRB, construction of approved improvements shall commence within ninety (90) days from the date of approval by the DRB and construction shall proceed continuously and be completed

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within a reasonable time, and in no event shall construction of a dwelling house or other improvements be extended or last for more than six (6) months beyond the commencement of construction unless otherwise approved by the DRB.

(j) The exterior portions of any building shall consist of natural woods, brick, stone and such earhtone colors as the DRB shall approve.

(k) All exteriors of buildings, outbuildings, walls and fences, and all exterior surfaces of any type, quality or nature, shall be painted or otherwise covered in uniform, soft colors. All colors of exterior surfaces shall be subject to approval of the DRB.

(l) No changes in the elevation of any Lot shall be made upon any Lot, nor shall any fill be used to extend the property beyond the Lot line without the prior written consent of the DRB.

(m) A guest suite or like facility without a kitchen may be included as a part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling and provided, however, that such guest suite would not result in overcrowding the site as determined by the DRB.

(n) No mailbox shall be installed on any Lot unless such mailbox is of a manufacture, model, type and located in accordance with specifications set forth by the DRB.

ARTICLE VIII

ASSOCIATION'S RIGHT TO APPROVE LOT SALES

No Lot, whether improved or unimproved, shall be resold following the original sale by Declarant, without the prior written approval of the Association. A Lot Owner intending to make a bona fide sale of a Lot shall give to the Association notice of such intention, together with a copy of the contract which shows the name and address of the purchaser and the purchase price and terms, and a deposit of at least ten percent (10%). The Lot Owner shall furnish such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Lot Owner's option, may include a demand by the Lot Owner that the Association furnish a purchaser of the Lot if the proposed purchaser is not approved. Such notice shall be in writing and shall be mailed to the Association by registered or certified mail. Within thirty (30) days after receipt of such notice, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association, which shall be recorded in the Public Records of Indian River County, Florida. If no approval is rendered within the thirty-day time limit, then the sale shall be deemed approved as submitted, and the Association shall issue a certificate as if the approval had been given. If the Association shall disapprove a transfer of ownership of a Lot after receiving the requisite notice thereof, and if the notice of sale given by the Lot Owner shall so demand, then within sixty (60) days after receipt of such notice the Association shall deliver or mail to the

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Lot Owner an agreement to purchase the Lot and all improvements located thereon by a purchaser approved by the Association who will purchase and to whom the Lot Owner must sell the Lot upon the following terms:

- (a) The price to be paid shall be that stated in the disapproved contract to sell.
- (b) The purchase price shall be paid in cash.
- (c) The sale shall be closed within sixty (60) days after the delivery of the agreement to purchase.
- (d) A certificate of the Association executed by its President or Vice President and approving the purchase shall be recorded in the Public Records of Indian River County, Florida, at the expense of the purchaser.
- (e) If the Association shall fail to provide a purchaser upon the demand of the Lot Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Indian River County, Florida.

ARTICLE IX

GOLF COURSE RESTRICTIONS

Section 1. Purpose. It is the purpose of this Article to preserve the beauty of the property bordering the Bent Pine Golf Club, for the benefit of both the Golf Course and the Properties. A major factor in the value and attractiveness of the Properties is that many of the Lots border the Bent Pine Golf Club, providing exceptional vistas over the tees, greens and fairways of the Golf Course, and of other Property bordering the Golf Course. In turn, Golf Course players may enjoy the buffering provided along the border to the Golf Course, created by the easement area on the Lots bordering the Golf Course described in Section 2, below.

Section 2: Golf Course Easement. There is reserved a "Golf Course Maintenance Easement Area" on each Lot adjacent to the fairways, tees or greens of Bent Pine Golf Club. This reserved easement shall permit Declarant or Bent Pine Golf Club, their agents, successors and assigns, at their election, to go onto any fairway Lot at any reasonable hour and maintain or landscape such easement area. Such maintenance and landscaping may include regular removal of underbrush, trees less than four (4) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer and mowing the easement area. This Golf Course Maintenance Easement Area shall be limited to the portion of such Lots within fifty (50) feet of the Lot line bordering the fairway. No improvements, clearing of vegetation, or the planting of any shrubbery, are permitted within this easement without the express written permission of the DRS.

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Until such time as a Living Unit is constructed on a Lot, the existence of such Golf Course Maintenance Easement Area shall permit and authorize registered golf course players and their caddies to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a Living Unit has been constructed on such Lot, registered players or their caddies shall be permitted the recovery of balls only, not play, in such easement area. Registered players or their caddies shall not be entitled to enter on any Lot with a golf cart or other vehicle, nor spend unreasonable time on such Lot, nor in any way commit a nuisance while on such Lot.

Section 3. Prohibited Actions. Owners or residents of golf fairway Lots shall be obligated to abstain from any actions which would detract from playing qualities of the golf course or the development of attractive overall landscaping. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a Lot when the smoke would cross onto the fairway, and the keeping of dogs or other pets on the Lot under conditions interfering with play due to their loud barking, running on the fairways, or other like interference with play.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of Fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first fifty-year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded in the Public Records of Indian River County, Florida. Notwithstanding the foregoing, the Board of Directors of the Association, without any further action by the Members, for a period of three (3) years from the filing of this Declaration, may amend this Declaration for the purpose of curing any ambiguities or inconsistencies among or between the provisions herein, and make reasonable amendments hereto so long as such amendments conform to the general purposes and standards of this Declaration and so long as such amendments do not diminish or dilute the rights of the Members of the Association in any manner.

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Section 4. Annexation. Additional land may be annexed by the Declarant without the consent of Members within ten (10) years of the date of this instrument. Thereafter, additional Property may be annexed by Declarant with the consent of 2/3 of votes comprising the total membership.

Section 5. Mergers. Upon merger or consolidation of the Association with another Association upon vote of 2/3 of Members and as provided in its Articles of Incorporation, the Association's Properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the Properties, rights and obligations of another association may, by operation of law, be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other Properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties except as herein provided.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 30th day of October, 1979.

Signed, sealed and delivered in the presence of:

Daniel O. White

FLORIDA LAND COMPANY

By R. Philip Silver
R. Philip Silver
President



Louise R. Lellis

Attest: W. J. Aberwald
W. J. Aberwald
Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, personally appeared R. Philip Silver and W. J. Aberwald, to me well known and known to me to be the President and Secretary respectively of Florida Land Company and who executed the foregoing instrument and acknowledged before me that they executed it on behalf of the corporation for the purposes therein expressed.

WITNESS my hand and official seal this 30th day of October, 1979.

My commission expires:

Phyllis D. Alford
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Feb. 2, 1982
[Seal of Administration & Revenue Department]

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CERTIFICATE OF AMENDMENT

BENT PINE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Certificate of Amendment is made this 15th day of January, 1980.

W I T N E S S E T H:

WHEREAS, heretofore certain Covenants, Conditions and Restrictions have been filed of record at O. R. Book 593, Page 668, Public Records of Indian River County, Florida, and made applicable to the real property described as follows:

Lots 1 through 28, and all the street designated as Glen Eagle Lane, in Unit 1; and Lots 1 through 21, and all of the street designated as Clubhouse Drive in Unit 2; the foregoing according to the plat of Bent Pine-Unit 1 and Unit 2 recorded at Plat Book 10, Pages 41 through 41-B, Public Records of Indian River County, Florida; and

WHEREAS, pursuant to Article X, Section 3 of said Covenants, ninety per cent (90%) of the lot-owners may make amendments to said Covenants; and

WHEREAS, Florida Land Company, the undersigned, owns all of the property described above and desires to enact the amendments set forth hereafter;

NOW, THEREFORE, the Bent Pine Declaration of Covenants, Conditions and Restrictions are hereby amended and shall apply to the property described above, which is identical to the property described in the original Declaration of Covenants, Conditions and Restrictions, as follows:

1. Section 3 of Article IV, subsection (a) is hereby amended so that it shall read as follows:

"(a) From and after January 1 of the year immediately following the conveyance of the first lot or living unit to an owner, the maximum annual assessment may be increased each year not more than twenty per cent (20%) above the maximum assessment for the previous year without a vote of the membership. From and

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after January 1 of the year immediately following the conveyance of the first lot or living unit to an owner, the maximum annual assessment may be increased above twenty per cent (20%) by a vote of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose."

2. Section 4, Article IV, entitled "Declarant's Assessment", is hereby deleted in its entirety and shall be of no further force or effect.

3. Other than as specifically amended herein, the Bent Pine Declaration of Covenants, Conditions and Restrictions as recorded at Book 593, Page 668, Public Records of Indian River County, Florida, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Florida Land Company, being the owner of all of the property described above and authorized to execute this Certificate of Amendment, has hereunto set its hand and seal this 15th day of January, 1980.

Signed, sealed and delivered in the presence of:

FLORIDA LAND COMPANY

Doris M. Young

By

R. Philip Silver
R. Philip Silver
President

Barbara Green

Attest:

W. J. Aberwald
W. J. Aberwald
Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

Before me personally appeared R. Philip Silver and W. J. Aberwald, to me well known and known to me to be the President and Secretary, respectively, of Florida Land Company and who executed the foregoing instrument and acknowledged before me that they executed it on behalf of the corporation for the purposes therein expressed.

Witness my hand and official seal this 15th day of January, 1980

Phyllis D. Alford
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 2, 1982
Bonded by Assessor Tom A. Conroy, Treasurer

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AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BENT PINE COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR "BENT PINE" is made this 22 day of
April, 1981, by Bent Pine Community Association, Inc.,
a non-profit corporation organized and existing under the
laws of the State of Florida (hereinafter referred to as
the "Association").

W I T N E S S E T H :

WHEREAS, a Declaration of Covenants, Conditions and
Restrictions (the "Declaration") was enacted, dated November
1, 1979, and filed for record at O.R. Book 0593, Page 0668
of the Records of Indian River County, Florida, which Dec-
laration established certain binding Covenants, Conditions
and Restrictions applicable to certain real estate located
in Indian River County, Florida, known as Bent Pine, said
property being more particularly described on Exhibit "A"
attached hereto and made a part hereof; and

WHEREAS, said Declaration, in Article X, Section 3,
Page 17 thereof, permits the Board of Directors of the
Association to make reasonable amendments to said Declara-
tion for a period of three years from the filing of said
Declaration; and

WHEREAS, said Board of Directors, for and on behalf
of the Association, desires to amend said Declaration in
the manner set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises hereof,
the Association does hereby amend the Declaration as follows:

1. ARTICLE VII - GENERAL RESTRICTIONS - USE AND OCCUPANCY,
Section 3. Minimum Standards Required for Single Family Living
Units. (c) No building, structure or object, except approved
fences, walls, gates, entrances or landscaping, shall
be erected, placed or maintained on any Lot (i) nearer
than twenty-five (25) feet to the side line of any Lot,

*Florida Land Company
P.O. Box 2945
New Black, FL 32960*

280743

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(ii) nearer than forty (40) feet to the front line of any Lot, or (iii) nearer than sixty (60) feet to the rear Lot line of any Lot, unless approved by the DRB.

This subparagraph shall be deleted in its entirety, and the following language substituted therefore:

(c) No Building, structure or object, except approved fences, walls, gates, entrances or landscaping, shall be erected, placed or maintained on any Lot (i) nearer than fifteen (15) feet to the side line of any Lot, (ii) nearer than forty (40) feet to the front line of any Lot, or (iii) nearer than fifty (50) feet to the rear Lot line of any Lot, unless approved by the DRB.

2. The provisions of the above amendment shall be binding upon all present owners of property in Bent Pine and upon each and every person, both natural and corporate, who shall hereinafter acquire any interest in Bent Pine or any position thereof, and their heirs, personal representatives, successors and assigns, and shall bind and run with the property described on the property described in Exhibit "A".

3. This Amendment to Declaration has been enacted, pursuant to the provisions of Article X, Section 3, Page 17, of the Declaration, by unanimous vote of the Board of Directors of the Association at a duly-called and authorized meeting of said Board of Directors held on the date this instrument was executed; said Amendment has been made within a period of three years from the filing of the original Declaration (November 1, 1979); and said Amendment constitutes a "reasonable amendment" consistent with the general purposes and standards of the original Declaration, and does not diminish or dilute the rights of Owners of Bent Pine property.

4. With the exception of the specific provisions of this Amendment to Declaration, the Association hereby ratifies and affirms the Covenants, Conditions and Restrictions contained in the Declaration of November 1, 1979.

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IN WITNESS WHEREOF, the Association, by and through its Board of Directors, has executed this Amendment to Declaration of Covenants, Conditions and Restrictions for "Bent Pine" as of the day and year first above written.

James L. Clark
James L. Clark

T. Andrew Pughe
T. Andrew Pughe

John M. Lynch
John M. Lynch

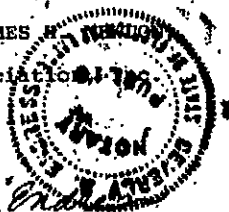
George M. Cox, Jr.
George M. Cox, Jr.

James H. Newlon
James H. Newlon

Being all of the Directors of Bent Pine Community Association, Incorporated

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of April, 1981, by JAMES L. CLARK, T. ANDREW PUGHE, JOHN M. LYNCH, GEORGE M. COX, JR., and JAMES H. NEWLON, all of the Directors of Bent Pine Community Association, Incorporated, for and on behalf of the Association.



Beverly A. [Name]
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 27, 1982
Bonded by American Fidelity Co.

FILED
APR 23 1981
CLERK OF CIRCUIT COURT
ORANGE COUNTY, FLORIDA
Mac Williams

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285589

Handwritten:
12.00
Photo 30.00

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BENT PINE, UNIT 3 & UNIT 4

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 13th day of May, 1981 by FLORIDA LAND COMPANY, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, heretofore a certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated October 30, 1979 was filed of record at O. R. Book 593, Page 668, Public Records of Indian River County, Florida, and was made applicable to the real property described therein as follows:

Lots 1 through 28, and all of the street designated as Glen Eagle Lane, in Unit 1; and Lots 1 through 21, and all of the street designated as Club House Drive, in Unit 2; the foregoing according to the plat of Bent Pine - Unit 1 and Unit 2 recorded at Plat Book 10, Pages 41 through 41-B; Public Records of Indian River County, Florida.

WHEREAS, said Declaration was amended by Certificate of Amendment dated January 15, 1980 and filed of record at O. R. Book 598, Page 2202; Public Records of Indian River County, Florida, and was made applicable to the real property described therein, being the same property referred to in the Declaration, as described above in the preceding paragraph; and

WHEREAS, Article X, Section 4, of the Declaration provides that additional property may be annexed by the Declarant without the consent of members within ten (10) years of the date of the Declaration; and

WHEREAS, Declarant is the owner of certain property in Indian River County, Florida, described as follows:

All of the property within the Plat of Bent Pine Unit 3 & Unit 4 recorded at Plat Book 10, Pages 41, 41-A and 41-B, Public Records of Indian River County, Florida, including, more specifically, Lots 1 through 23, and all of the street designated as Turnberry Lane, in Unit 3; Lots 1 through 21, in Unit 4; and the portion of the street designated as Bent Pine Drive on the Plat of Bent Pine Unit 3 & Unit 4.

NOW THEREFORE Declarant declares as follows:

1. That the properties described above as Bent Pine Unit 3 & Unit 4 are entitled to be annexed into the scheme of the Bent Pine Declaration of Covenants, Conditions and Restrictions, as amended, pursuant to Article X, Section 4 of said Declaration; and

2. That all of the properties described above, being Bent Pine Unit 3 & Unit 4, shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions which are set forth in the Bent Pine Declaration of Covenants, Conditions and Restrictions recorded at O. R.

Return To: Fla Land Company
PO Box 2945
Vero Beach, Fla., 32960

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Book 593, Page 668, Public Records of Indian River County, Florida, as amended by the Certificate of Amendment recorded at O. R. Book 598, Page 2202, Public Records of Indian River County, Florida, 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.

IN WITNESS WHEREOF, the undersigned, FLORIDA LAND COMPANY, being the owner of all property described above as Bent Pine Unit 3 & Unit 4 and authorized to execute this Supplemental Declaration, has hereunto set its hand and seal this 13th day of May, 1981.

Signed, sealed and delivered in the presence of:

Nancy J. Willich
Daniel M. Young

FLORIDA LAND COMPANY



By: *James L. Clark*
James L. Clark, President

Attest: *W. J. Aberwald*
W. J. Aberwald,
Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME personally appeared James L. Clark and W. J. Aberwald, to me well known and known to me to be the President and Secretary, respectively, of Florida Land Company, and who executed the foregoing instrument and acknowledged before me that they executed it on behalf of the corporation for the purposes therein expressed.

WITNESS my hand and official seal this 13th day of May, 1981.

Spencer
Notary Public
My Commission Expires



11/20/83

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JOINDER OF MORTGAGEE

The undersigned, holders of a mortgage on the properties described in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions, Bent Pine, Unit 3 & Unit 4, hereby join in said Supplemental Declaration and agree to be bound by its terms. The mortgage referred to above was given by Florida Land Company to Harry M. Day and Charles V. Fenn, as Co-Trustees, dated May 16, 1979, recorded at O.R. Book 585, Page 798, as amended by a corrective Mortgage Deed recorded at Book 591, Page 390, which mortgage was assigned to Charles V. Fenn and L. C. Grammer, successor trustee to Harry M. Day, as Co-Trustee, by Assignment of Mortgage dated May 19, 1980, and recorded at O.R. Book 604, Page 315, all of the Public Records of Indian River County, Florida.

Charles V. Fenn

Charles V. Fenn, Co-Trustee
L. C. Grammer

L. C. Grammer, Co-Trustee

STATE OF Florida
COUNTY OF Indian River

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Charles V. Fenn, as Co-Trustee under the provisions of that certain Land Trust Agreement dated February 4, 1974, also known as the Indian River Trails Land Trust, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed



Witness my hand and official seal in the County and State last aforesaid this 2nd day of May, A.D. 1981.

Tamera J. Wolf

Notary Public
My Commission Expires: May 18, 1982
My Commission Expires May 18, 1982
Issued by American Fire & County Company

STATE OF Florida
COUNTY OF

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared L. C. Grammer, as Co-Trustee under the provisions of that certain Land Trust Agreement dated February 4, 1974, also known as the Indian River Trails Land Trust, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 20th day of May, A.D. 1981.

Marcia L. Holman

Notary Public
My Commission Expires: May 18, 1982
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 18, 1982
ISSUED BY ORIGINAL NOTARY COMMISSIONERS

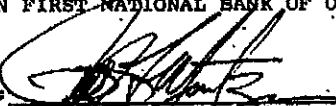
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JOINDER OF ASSIGNEE OF MORTGAGE

The undersigned, holder of an Assignment of Mortgage on the properties described in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions, Bent Pine, Unit 3 & Unit 4, hereby join in said Supplemental Declaration and agree to be bound by its terms. The Assignment of Mortgage referred to above was given by Harry M. Day and Charles V. Fenn as Co-Trustees of that Certain Land Trust dated February 4, 1974 to Sun First National Bank of Orlando, which Assignment was dated September 20, 1979 and recorded on October 3, 1979 at O. R. Book 591, Page 2171, Public Records of Indian River County, Florida. The Assignment of Mortgage assigned that certain Mortgage dated May 16, 1979 made by Florida Land Company in favor of Harry M. Day and Charles V. Fenn, as Co-Trustees of that Certain Land Trust dated February 4, 1974, which Mortgage was recorded at O. R. Book 591, Page 390, Public Records of Indian River County, Florida.

SUN FIRST NATIONAL BANK OF ORLANDO

By: 
Carl F. Mentzer, Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME personally appeared Carl F. Mentzer, to me well known and known to me to be the Vice President of Sun Bank First National Bank of Orlando and who executed the foregoing instrument and acknowledged before me that he executed it for the purposes therein expressed.

WITNESS my hand and official seal this 1st day of June, 1981.



Hollera J. Nielsen
Notary Public Notary Public, State of Florida at Large
My Commission Expires: My Commission Expires Aug. 13, 1983
Backed By American Fire & Casualty Company

FILED FOR RECORD
BOOK AND PAGE ABOVE
RECORD VERIFIED
1981 JUN -5 AM 11:32
FREDA WRIGHT
CLERK OF CIRCUIT COURT
INDIAN RIVER COUNTY
P.O. BOX 100
VERO BEACH, FLORIDA 32979

Rev.
13.00

314532

AMENDMENT TO AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BENT PINE COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR "BENT PINE" is made this 20th day of April, 1982, by Bent Pine Community Association, Inc., a non-profit corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "Association").

W I T N E S S E T H :

WHEREAS, a Declaration of Covenants, Conditions and Restrictions (the "Declaration") was enacted, dated November 1, 1979, and filed for record at O.R. Book 0593, Page 0668 of the Records of Indian River County, Florida, which Declaration established certain binding Covenants, Conditions and Restrictions applicable to certain real estate located in Indian River County, Florida, known as Bent Pine, said property being more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, said Declaration, in Article X, Section 3, Page 17 thereof, permits the Board of Directors of the Association to make reasonable amendments to said Declaration for a period of three years from the filing of said Declaration; and

WHEREAS, said Declaration was first amended April 22, 1981, as to Article VII, Section 3(c), and said Board of Directors wishes to further amend that same Article VII, Section 3(c) in the manner set forth below in this Amendment to Amended Declaration.

Please return to: Bent Pine Community Association, Inc.
5985 Clubhouse Drive
Vero Beach, FL 32960

REC'D
APR 26 PM 4 29
BENT PINE COMMUNITY ASSOCIATION, INC.
5985 CLUBHOUSE DRIVE
VERO BEACH, FL 32960

5-8-82 3M 14 90

NOW, THEREFORE, in consideration of the premises hereof, the Association does hereby amend the Amended Declaration as follows:

1. ARTICLE VII - GENERAL RESTRICTIONS - USE AND OCCUPANCY, Section 3. Minimum Standards Required for Single Family Living Units, (as amended April 22, 1981).

(c) No building, structure or object, except approved fences, walls, gates, entrances or landscaping, shall be erected, placed or maintained on any Lot (i) nearer than fifteen (15) feet to the side line of any Lot, (ii) nearer than forty (40) feet to the front line of any Lot, or (iii) nearer than fifty (50) feet to the rear Lot line of any Lot, unless approved by the DRB.

This subparagraph shall be deleted in its entirety, and the following language substituted therefore:

(c) No building, structure or object, except approved fences, walls, gates, entrances or landscaping, shall be erected, placed or maintained on any single family Lot (i) nearer than fifteen (15) feet to the side line of any Lot, (ii) nearer than forty (40) feet to the front line of any Lot, or (iii) nearer than fifty (50) feet to the rear Lot line of any Lot, unless approved by the DRB, with the exception of multi-family or condominium units which may be set back from property lines in accordance with minimum Indian River County Standards.

2. The provisions of the above amendment shall be binding upon all present owners of property in Bent Pine and upon each and every person, both natural and corporate, who shall hereinafter acquire any interest in Bent Pine or any position thereof, and their heirs, personal representatives, successors and assigns, and shall bind and run with the property described in Exhibit "A."

3. This Amendment to Amended Declaration has been enacted, pursuant to the provisions of Article X, Section 3, Page 17, of the Declaration, by unanimous vote of the Board of Directors of the Association at a duly-called


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and authorized meeting of said Board of Directors held on the date this instrument was executed; said Amendment to Amended Declaration has been made within a period of three years from the filing of the original Declaration (November 1, 1979); and said Amendment to Amended Declaration constitutes a "reasonable amendment" consistent with the general purposes and standards of the original Declaration, and does not diminish or dilute the rights of Owners of Bent Pine property.

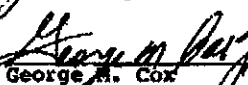
4. With the exception of the specific provisions of this Amendment to Amended Declaration, the Association hereby ratifies and affirms the Covenants, Conditions and Restrictions contained in the Declaration of November 1, 1979.

IN WITNESS WHEREOF, the Association, by and through its Board of Directors, has executed this Amendment to Amended Declaration of Covenants, Conditions and Restrictions for "Bent Pine" as of the day and year first above written.


James L. Clark


T. Andrew Pughe


John M. Lynch


George M. Cox


Sondra L. Lichtenstein

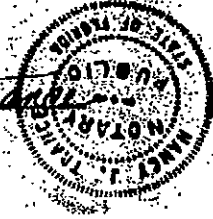
Being all of the Directors
of Bent Pine Community
Association, Incorporated

62-064-1111-2897

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me
this 20th day of April, 1982, by JAMES L. CLARK,
T. ANDREW FUGHE, JOHN M. LYNCH, GEORGE M. COX, JR., and
SONDRA L. LICHTENSTEIN, all of the Directors of Bent Pine
Community Association, Inc., for and on behalf of the
Association.

Nancy J. Thibault
Notary Public



My Commission Expires:

May 3, 1985

250641ME2898

EXHIBIT B

ARTICLES OF INCORPORATION

- Articles of Incorporation of Bent Pine Community Association, Inc., dated April 30, 1980, recorded in O.R. Book 619, Page 194, Public Records of Indian River County, Florida.

BEST COPY

ARTICLES OF INCORPORATION
OF
BENT PINE COMMUNITY ASSOCIATION, INC.

FILED
SEP 26 1 55 PM '80
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purposes of forming a corporation not for profit and do hereby certify:

ARTICLE I
NAME

The name of the corporation is BENT PINE COMMUNITY ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at 1560 Orange Avenue, Winter Park, Florida 32790.

ARTICLE III
RESIDENT AGENT

William V. Morgan, whose address is 1560 Orange Avenue, Winter Park, Florida 32790, is hereby appointed the initial Resident Agent of this Association.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This 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 residence Lots and Common Area within that certain property described as follows:

Lots 1 through 28, and all of the street designated as Glen Eagle Lane, in Unit 1; and Lots 1 through 21, and all of the street designated as Club House Drive, in Unit 2; the foregoing according to the plat of Bent Pine - Unit 1 and Unit 2 recorded at Plat Book 10, Pages 41 through 41-B, Public Records of Indian River County, Florida; and

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Such other property as may be brought within the jurisdiction of the Association pursuant to the Declaration of Covenants, Conditions and Restrictions for BENT PINE recorded at O. R. Book 593, Page 668, Public Records of Indian River County, Florida;

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded at O.R. Book 593, Page 668, Public Records of Indian River County, Florida, and as the same may be amended from time to time as therein provided and as may be made applicable to additional property as therein provided, said Declaration being incorporated herein as if set forth at length;

(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, and with the assent of two-thirds (2/3) of the total Membership 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. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the total Membership, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the total Membership.

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(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not for Profit Law of the State of Florida (Chapter 617, Florida Statutes) by law may now or hereafter have or exercise.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot or Living Unit, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to ten (10) votes for each assessable Lot or Living Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 1990.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

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R. Philip Silver 1560 Orange Avenue, Winter Park, FL 32790
 James L. Clark 1560 Orange Avenue, Winter Park, FL 32790
 John M. Lynch Post Office Box 3741, Beach Station,
 Vero Beach, FL 32960
 George M. Cox, Jr. 1560 Orange Avenue, Winter Park, FL 32790
 James H. Newlon 1560 Orange Avenue, Winter Park, FL 32790

At the first annual meeting the members shall elect three directors for a term of one year and two directors for a term of two years; at each annual meeting thereafter the members shall elect directors for a term of two years each, to replace those directors whose terms expire.

ARTICLE VIII
 OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Name and Office</u>	<u>Address</u>
R. Philip Silver - President	1560 Orange Avenue, Winter Park, FL 32790
James L. Clark - Vice President	1560 Orange Avenue, Winter Park, FL 32790
John M. Lynch - Secretary	Post Office Box 3741, Beach Station, Vero Beach, FL 32960
James H. Newlon - Treasurer	1560 Orange Avenue, Winter Park, FL 32790

ARTICLE IX
 DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the total Membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association may be distributed as may be deemed appropriate to the Members of the Association or may be dedicated to an appropriate public agency, in either event to be used for purposes similar to those for which this Association was created. In the event that any such dedication is refused acceptance, such assets may be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X
 DURATION

The corporation shall exist perpetually.

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ARTICLE XI
BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided by the Bylaws.

ARTICLE XII
AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner: 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. A resolution for the adoption of a proposed amendment may be proposed either (a) by the Board of Directors or (b) by seventy-five per cent (75%) of the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than two-thirds (2/3) of the entire membership of the Association. In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record owners of Lots or Living Units (members of the Association) in the manner required for the execution of a deed.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 30th day of April, 1980.

James L. Clark
James L. Clark
1560 Orange Avenue
Winter Park, FL 32790

James H. Newlon
James H. Newlon
1560 Orange Avenue
Winter Park, FL 32790

Daniel O. White
Daniel O. White
1560 Orange Avenue
Winter Park, FL 32790

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BEST COPY

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME this day personally appeared James L. Clark, James H. Newlon and Daniel O. White, known to me to be the persons described in and who executed the foregoing Articles of Incorporation of Brda Burn Homeowners' Association, Inc. and who acknowledged before me that they executed the same.

SWORN TO and subscribed before me this 20th day of April, 1980.

John S. Kram
Notary Public

My Commission Expires: Notary Public, State of Florida in Law
My Commission Expires May 20, 1983
Revised By Statute 1979, 8. County Comm.

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**CERTIFICATE DESIGNATING
OFFICE AND RESIDENT AGENT
WITHIN THIS STATE,
UPON WHOM PROCESS MAY BE SERVED**

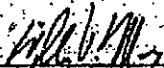
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SEP 26 1 55 PM '80
**SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

Pursuant to Chapter 617.023, Florida Statutes (1977), the following is submitted in compliance with said Act:

That BENT PINE COMMUNITY ASSOCIATION, INC., desiring to organize under said Statutes of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, in Winter Park, Orange County, State of Florida, has named William V. Morgan, located at 1560 Orange Avenue, City of Winter Park, County of Orange, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated not for profit corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act.



William V. Morgan
(Resident Agent)

340619MS0200

EXHIBIT C

BYLAWS

- Bylaws of Bent Pine Community Association, Inc., recorded in O.R. Book 619, Page 201, Public Records of Indian River County, Florida.

BEST COPY

BYLAWS
OF
BENT PINE COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is BENT PINE COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 1560 Orange Avenue, Winter Park, Florida, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Bent Pine Community Association, Inc. its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Florida Land Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded at O.R. Book 593, Page 668, Public Records of Indian River County, Florida.

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Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the same month of each year thereafter, as determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the total membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot or Living Unit.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

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Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year and two directors for a term of two years; at each annual meeting thereafter the members shall elect directors for a term of two years each, to replace those directors whose terms expire.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more additional persons, who need not be members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a

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legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations; provided, however, that this provision shall not act to deny any lot or Living Unit owner the right of ingress or egress to his property across Common Area which is used for street purposes;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot or Living Unit at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within fifteen (15) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association as it may deem appropriate;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained;
- (h) cause timely notice to be given to each Lot or Living Unit owner and to the holders of first mortgages whose substantial interests are affected by any action of the Association or by third parties, as, for example (by way of illustration and not limitation): termination of the planned unit development, material amendments to the Declaration, Articles or Bylaws, substantial damage or destruction to the common properties, condemnation (by eminent domain) of a Lot or the Common Area.

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a Vice-President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

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Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or other disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

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Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX
COMMITTEES

The Association shall appoint a Design Review Board, as provided in the Declaration, which shall act in the manner provided in the Declaration. The Board shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, upon reasonable notice and during reasonable business hours, be subject to inspection by any member, or by holders of first mortgages on any portion of the properties. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. In addition, if payment of any assessment is more than 5 days late, the Association may charge a late charge not exceeding \$5.00 for such late payment. 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.

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ARTICLE XII
CORPORATE SEAL.

The Association shall have a seal in circular form having within its circumference the words: Bent Pine Community Association, Inc. a Corporation Not for Profit.

ARTICLE XIII
AMENDMENTS.

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

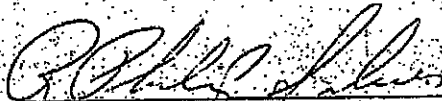
ARTICLE XIV
MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. For purposes of transferring control of the Association to the Class A members pursuant to the Declaration, the Articles of Incorporation, and these Bylaws, control shall become vested in the Class A members within 120 days after completion of transfer to owners of title to lots representing Class A Members are entitled to cast a number of votes equal to the number of votes which could be cast by the Class B Member, including the votes of owners of lots which have been annexed pursuant to Article X, Section 4 of the Declaration.

Section 3. Any management agreement for the properties may be terminable by the Association upon thirty (30) days written notice, and the terms of any such agreement may not exceed one year, renewable by agreement of the parties for successive one year periods.

IN WITNESS WHEREOF, we, being all of the Directors of the Bent Pine Community Association, Inc., have hereunto set our hands this _____ day of _____, 1980.


R. Philip Silver


James L. Clark

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John M. Lynch
John M. Lynch

James H. Newlon
James H. Newlon

George M. Cox, Jr.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Bent Pine Community Association, Inc., a Florida corporation not for profit, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 1980.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 1980.

John M. Lynch
John M. Lynch
Secretary

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