

85039297

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE VILLAGE AT BENTLEY PARK

01 Cash/11 Chg
40 Rec 145.00
41 DS
43 Int.
Tot 145.00

THIS DECLARATION is made this 26th day of February, 1985 by AMERIFIRST DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called "Developer" and PINELLAS ASSOCIATES, a Florida general partnership, hereinafter called "Declarant"

14-14686594 72 1. 26FB85
40 145.00
TOTAL 145.99 CHK

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create a residential community on such property with open spaces and other common facilities for the benefit of such community, to be known as "The Village at Bentley Park", which is part of a total planned development called "Bentley Park"; and

RECORDED
PINELLAS COUNTY, FLORIDA
MAR 4 1985
CLERK CIRCUIT COURT

WHEREAS, Declarant is developing The Hamlet at Bentley in conjunction with the Developer; and

WHEREAS, Developer and Declarant desire to provide for the preservation of the values and amenities in The Village at Bentley Park and for the maintenance of its common properties;

WHEREAS, Developer and Declarant have deemed it desirable for the efficient preservation of the values and amenities in The Village at Bentley Park, to delegate and assign to a newly formed nonprofit corporation the powers of maintaining and administering the community properties and facilities and administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated under the laws of the State of Florida, as a nonprofit corporation, The Village at Bentley Park Homeowners' Association, Inc., for the purposes of exercising the functions stated above, which Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, the Developer and Declarant declare that the real property described in Article II, and such additions to such real property as may be made pursuant to

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Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words shall have the following meanings:

(a) "Articles" means the Articles of Incorporation of the Association.

(b) "Assessment" means any Periodic Assessment, Special Assessment or other charge as described in Section 4 of Article V.

(c) "Assessment Period" shall mean a calendar quarter commencing the first day of January, April, July and October, respectively, of each year, unless otherwise provided by the Board of Directors.

(d) "Association" shall mean and refer to The Village at Bentley Park Homeowners' Association, Inc., whose purpose is to administer the Properties in accordance with the provisions of the Land Use Documents.

(e) "Board" means the Board of Directors of the Association.

(f) "By-laws" means the By-laws of the Association.

(g) "Common Properties" shall mean and refer to those areas of land shown on the Plat as "common areas", and intended to be devoted to the common use and enjoyment of the owners of the Properties in accordance with the terms of this Declaration. However, that certain part of the common areas described in Exhibits "A" and "B" hereto shall not be part of the Common Properties of this Association but will instead be part of the common areas of the Community Association.

(h) "Community Association" shall mean and refer to Bentley Park Community Association, Inc., a Florida not-for-profit corporation.

(i) "Declarant" means Pinellas Associates, a Florida general partnership, whose general partners are Catalina Homes, Inc., a Florida corporation, and the Developer.

(j) "Declaration of Covenants and Restrictions for Bentley Park" means the Declaration of Covenants and Restrictions recorded in Official Records Book 5939 at Page 85 of the Public Records of Pinellas County, Florida.

(k) "Developer" means AmeriFirst Development Corporation, a Florida corporation, and its successors and assigns. Any rights specifically reserved to AmeriFirst Development Corporation in any instrument of conveyance shall not inure to the benefit of its successors or assigns unless such rights are assigned by AmeriFirst Development Corporation in a recorded instrument to such successor or assignee and such successor or assignee accepts the obligations of Developer. The Developer may assign or pledge any or all of its rights reserved under the Land Use Documents upon a specific designation to such assignee in an instrument of conveyance or assignment. Reference to AmeriFirst Development Corporation as the Developer is not intended, and shall not be construed, to impose upon AmeriFirst Development Corporation any obligation or liability for the acts or omissions of third parties who purchase Lots within The Village at Bentley Park from AmeriFirst Development Corporation and develop and resell such Lots.

(l) "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed on the Properties including, without limitation, an attached or detached single-family home, an attached townhouse dwelling, a villa, an attached duplex or other multiplex-dwelling.

(m) "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association in writing of its interest in the Lot.

(n) "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender, or any combination of the foregoing entities.

(o) "Land Use Documents" shall mean this Declaration, the Articles, By-laws, and any and all Rules and Regulations promulgated by the Board.

(p) "Lot" shall mean and refer to each portion of land shown upon the Plat which has been designated by the Developer to contain a single family dwelling.

(q) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

(r) "Neighborhood Association" means a Florida corporation not-for-profit: (i) responsible for administering one or more condominiums which may be created in Bentley Park; or (ii) responsible for operating a non-condominium "Neighborhood" with non-condominium "Dwelling Units" and/or "Lots", the owners of which are members of the Neighborhood Association.

(s) "Neighborhood Declaration" means: (i) the Declaration of Condominium by which a particular condominium in Bentley Park is submitted to the condominium form of ownership and all amendments thereto; or (ii) a land use document recorded in the Public Records of Pinellas County and all amendments thereto which establishes that the Owners of non-condominium Dwelling Units and/or Lots within portions of the Properties are members of a Neighborhood Association and whereby certain covenants and use restrictions have been impressed upon portions of that Neighborhood.

(t) "Notice" shall mean and refer to:

(i) Written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth in the By-laws of the Association; or

(ii) Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Pinellas County; or

(iii) Notice given in any other manner provided in the By-laws of the Association.

(u) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(v) "Plat" shall mean that plat of The Village at Bentley Park, Phase I recorded in Plat Book 89 at Pages 81, 82, 83 and 84 of the Public Records of Pinellas County, Florida.

(w) "Properties" shall mean and refer to the property described in Article II, Section 1 of this Declaration.

(x) "Roads" shall mean those private streets, roads, terraces, drives, cul-de-sacs, courts, parking areas and avenues as designated and set forth on the Plat.

(y) "Single Family" shall mean and refer to either a single person occupying a dwelling and maintaining a household, including not more than one authorized tenant; or two (2) or more persons related by blood, marriage, or adoption occupying a dwelling and living together and maintaining a common household, including not more than one authorized tenant; or not more than four (4) unrelated persons occupying a dwelling as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

(z) "Turnover" shall mean that date following conversion of Class "B" votes to Class "A" votes upon which the Developer conducts a Special Meeting of the Membership for the purpose of electing officers and directors, as set forth in Article III of this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which initially is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Pinellas County, Florida, and is more particularly described as all of Blocks 1 through 35 of The Village at Bentley Park, Phase I, and all of the common area, according to the Plat, excluding the common areas legally described in Exhibits "A" and "B" (which are part of the Common Properties of the Community Association (the "Properties")).

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations (which shall not require the consent of Owners or the Association or any mortgagee) and thereby add to the Properties.

(b) Additions by Approval of Members. Without restriction upon the Developer to add to the Properties in the manner provided in the foregoing Paragraph (a), upon approval in writing of the Association pursuant to a vote of its Members as

provided in the Articles, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

(c) Additions by Merger. Upon a merger or consolidation of the Association with another association as provided in the Articles, its 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 property as one scheme.

Section 3. Site Plan Changes. Developer reserves the right to make such changes and/or modifications to any plat or site plan as are required by appropriate governmental authorities or as Developer deems necessary for additions to the Existing Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; TURNOVER

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

(a) Class "A". Class "A" Members shall be all those owners as defined in Section 1 of this Article III with the exception of the Developer and the Declarant. A person or entity who owns a Lot, including all builders, whether it is unimproved or contains a dwelling, for resale to another party for occupancy shall be a Class "A" Member. Class "A" Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 of this Article III. When more than one person holds such interest or interests in any Lot, all such

persons shall be Members and the vote for such Lot ~~shall be exercised~~ ^{5939 139} as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. The By-laws may establish procedures for voting when the title to a Lot is held in the name of a partnership, a corporation, or more than one person or entity.

(b) Class "B".

(i) The Class "B" Members shall be the Developer and the Declarant. Each Class "B" Member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1 of this Article III, provided that the Class "B" Membership shall cease and become converted to Class "A" Membership on the happening of the earlier of either of the following events:

(A) when the total votes outstanding in the Class "A" Membership equal the total votes outstanding in the Class "B" Membership; or

(B) at any earlier time that the Developer, in its sole discretion, voluntarily converts its Class "B" Membership to Class "A" Membership; or

(C) on January 1, 2004.

(ii) From and after the happening of the earlier of these events, each Class "B" Member shall be deemed to be a Class "A" Member entitled to one vote for each Lot in which it holds the interest required for Membership under Section 1 of this Article III.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article and the additional provisions of this Declaration, every Member, his agents, licensees and invitees, shall have a permanent and perpetual easement for the use and enjoyment of the Common Properties and each easement shall be appurtenant to and shall pass with a title to every Lot. Such easements of enjoyment shall include but not be limited to the Member's right of ingress and egress over the streets, roadways and walkways on the Common Properties for purposes of access to the Member's Lot, which right of ingress or egress shall not be subject to any fees or charges.

Section 2. Title to Common Properties.

(a) The Developer shall convey (and the Association shall accept such conveyance) the Common Properties to the Association, prior to the conveyance of a Lot to an owner for occupancy of a dwelling unit constructed on the Lot, free and clear of all liens and encumbrances, except this Declaration, covenants and restrictions of record at the time of the conveyance of the Common Properties to the Association, the Plat, real and personal property taxes for the year in which the conveyance takes place, and any easements created or allowed by the terms of this Declaration.

(b) Even though legal title to the Common Properties will be in the name of the Association, rights to use the Common Properties can not be conveyed without conveyance of the Lots and the Common Properties can not be conveyed by the Association.

Section 3. Limitation of Members' Easements. The rights and easements of use and enjoyment created hereby shall be subject to the following:

(a) the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, or for a period not to exceed sixty (60) days for any violation of this Declaration, the Association's Articles, By-laws or published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer, shall be effective unless an instrument signed by the appropriate officers of the Association certifying that a Special or Regular Meeting of Members called for such purpose, of which thirty (30) days prior written notice was sent to each Member, that the vote of two-thirds (2/3) of the Members present, either in person or by proxy, was obtained, agreeing to such dedication or transfer;

(c) the right of the Association to grant exclusive easements and rights-of-way over certain parts of the Common Properties to Members of the Association when the Association deems it necessary;

(d) the right of the Developer, without approval of the Association, or the Membership, to dedicate easements and rights-of-way over the Common Properties in accordance with the terms of this Declaration;

(e) the right of the Association to adopt and enforce at any time rules and regulations governing the use of the Common Properties and all facilities situated thereon, which shall apply until rescinded or modified as if originally set forth at length in this Declaration;

(f) the right of the Association to grant to governmental agencies the right to install water, sewer, drainage and irrigation facilities within the Common Properties;

(g) all restrictions and rights of the Community Association contained or provided for in the Declaration of Covenants and Restrictions for Bentley Park;

(h) the easements described in Sections 4, 5, 6 and 7 of this Article IV.

Section 4. Utility and Irrigation Easements. There is reserved unto the Developer so long as it owns a Lot the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services, security system services, public utilities, and irrigation systems (including the installation of irrigation pumps) on the Common Properties and the Properties in addition to those easements already reserved.

Section 5. Easement for Governmental, Health, Sanitation and Emergency Services. A nonexclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Properties.

Section 6. Developer's Construction and Sales Activities. In addition to the property rights granted in this Declaration to the Developer, as an Owner or otherwise, the Developer is extended the right to enter upon the Properties at any time and in any way reasonably necessary to allow the Developer to construct or sell, or promote, in this subdivision or any contiguous subdivision or to carry out any responsibility of the Developer to Owners in such subdivisions, including but not limited to the right to use the street in front of the Model Areas designated by Developer for parking by visitors and staff, to use any part of the Common Properties for location of Developer's sales center, to maintain and show model homes, to have employees in the office, and to use the Common Properties. Notwithstanding any other provision in the Declaration, the Developer is irrevocably empowered to sell, lease or rent Lots on any terms to any purchasers or lessees for as long as it owns any Lot.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except for the exemption provided to Developer in Section 6 of this Article V, the Developer and the Declarant, for each Lot owned by them within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) Periodic Assessments or Charges; (2) Special Assessments for capital improvements; and other expenditures by the Association hereinafter provided. The Periodic and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Lots, including but not limited to, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Date of Commencement of Periodic Assessments; Due Dates; Assessment Period. Periodic Assessments shall commence as to each Lot on a date (which shall be the first day of a calendar month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment. The assessment shall be payable in advance in one payment or in monthly or quarterly installments if so determined by the Board.

Section 4. Basis and Maximum Amount of Periodic Assessments.

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

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

(i) From and after January 1 of the year immediately following the conveyance of the first Lot or Dwelling Unit to an Owner, the maximum annual assessment may be increased each year without a vote of the Membership by a sum not more than seven percent (7%) above the sum of: (1) the maximum assessment for the previous year, adjusted to reflect price increases based on the U.S. Government's current Consumer Price Index All Cities-All Items (1967 = 100) as published by the U.S. Department of Labor, plus (2) increases mandated by governmental agencies and/or increased costs incurred to obtain services from utility entities.

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

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

Section 5. Special Assessments.

(a) The Board may levy in any Assessment Year a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Members voting in person or by proxy at a meeting duly called for that purpose. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such assessment.

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

Section 6. Uniform Rate of Assessment. All Periodic and Special Assessments shall be at a uniform rate for each Lot. However, until such time as the Class "B" membership converts to Class "A" membership, the maintenance costs for the unsold Lots chargeable to the Developer and the Declarant will be determined as follows: The total amounts charged for common expenses to Lot Owners other than the Developer and the Declarant will be deducted from the total common expenses as incurred by the Association and the difference will be paid by the Developer and the Declarant as its contribution to cover the common expenses for the unsold Lots. The Association shall have a lien upon all unsold Lots until such difference is paid; such lien is to be enforceable in accordance with this Article. After the Class B membership converts to Class A membership, the Developer and the Declarant will pay the same assessment for common expenses on each of said Lots as every other owner. Nothing in this Section 6 shall be construed to require a Lot Owner other than the Developer and the Declarant to pay more than the maximum annual assessment in Section 4 above except in accordance with that section. Nor shall this Section 6 be construed to require a Lot Owner other than the Developer and the Declarant to pay more than his proportionate share (based on the total number of Lots under this Declaration) of the estimated operating budget for the year in question, which budget shall be determined as if all Lots which have been brought under the scope of this Declaration were occupied and the Association were in full operation.

Section 7. Duties of the Board of Directors.

(a) The Board of Directors of the Association shall prepare budgets and a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment for each Assessment Year shall be sent to every Owner subject thereto at least thirty (30) days prior to the commencement of the Assessment Year.

(b) The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certifi-

cate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association; Late Fees.

(a) If any assessment against a Lot is not paid on the date when due (being the dates specified in Section 3 and Section 5 hereof), then such assessment shall be delinquent and shall, together with such interest thereon and cost of collection thereof, on such date be a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to such assessment shall remain his personal obligation for the statutory period of limitations.

(b) Prior to the voluntary sale of any Lot, the Owner may request from the proper officers of the Association a certificate, in recordable form, as to whether the Owner has paid all assessments to date. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

(c) If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate equal to six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the outstanding assessments and/or bring an action to foreclose the lien against the Lot; and there shall be added to the amount of such assessment all costs of collection, including, but not limited to, the cost of any and all attorneys fees incident to collection whether or not suit is brought including attorneys' fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the assessments and a reasonable attorneys' fee to be fixed by the Court together with costs incident to the action.

Section 9. Subordination of the Lien to Mortgages.

(a) The lien of the assessments against any Lot shall be subordinate to the lien of any First Mortgagee now or hereafter placed upon the Lot. If a First Mortgagee of record, or other purchaser, obtains title to such property as a result of foreclosure of the lien of such First Mortgagee or as a result of a deed given in lieu of foreclosure thereof, such acquirer of title and his successors and assigns shall not be liable for the

assessments by the Association chargeable to the former Owner of such Lot which became due and payable prior to the acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such assessments are secured by a Claim of Lien for assessments that is recorded prior to the recording of such mortgage.

(b) Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment. Any such subsequent assessment shall be subordinate to the lien of a First Mortgage placed upon the Lot prior to the time of the recording of such subsequent assessment lien.

Section 10. Exempt Property. There shall be exempted from the assessments, charges and liens created herein all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to public use.

ARTICLE VI

DESIGN REVIEW COMMITTEE

Section 1. Design Review Board. All Lot Owners and this Association shall be bound by the decisions of the Design Review Board ("DRB") of the Community Association. At any time, the DRB may approve the establishment of a Design Review Committee ("DRC") for this Association which shall then have approval rights in accordance with the requirements of Article VI of the Declaration of Covenants and Restrictions For Bentley Park in lieu of the DRB.

Section 2. Members of Committee. The DRC, if and when it exists, shall consist of at least three (3) but not more than five (5) members. The initial members of the DRC shall consist of persons designated by the Developer. Each of said persons shall hold office until all Lots have been conveyed by Developer, or sooner at the option of the Developer. Thereafter, each new member of the DRC shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. The Board of Directors shall have the right to appoint and remove (either with or without cause) any and all members of the DRC at any time, except for members of the DRC appointed by the Developer.

Section 3. Meetings of the DRC. The DRC shall meet from time to time as necessary to perform its duties hereunder.

The DRC may from time to time, by resolution unanimously adopted in writing, designate any DRC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the DRC, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of a majority of the members of the DRC shall constitute an act of the DRC.

Section 4. Compensation. The members of the DRC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The DRC, however, shall have the power to engage the services of professionals to serve as members of the DRC for compensation for purposes of aiding the DRC in carrying out its functions.

Section 5. Non-Liability of DRC Members. Neither the DRC nor any member thereof, nor its duly authorized DRC representative, shall be liable to the Association or to any Owner or any other person or entity, for any loss, damage or injury arising out of or in any way connected with the performance or nonperformance of the DRC's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The DRC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition for the basis of aesthetic considerations, the overall benefit or detriment which would result to the immediate vicinity and to the Properties, and for compliance with the Design Review Criteria. The DRC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 6. Developer's Exemption. The Developer and the Declarant shall be exempt from the provisions of this Article VI with respect to alterations and additions to be made by Developer or the Declarant and shall not be obligated to obtain DRC approval for any construction or changes in construction which the Developer or the Declarant may elect to make at any time.

Section 10. Attorneys' Fees. For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses against the Owner of a Lot, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment.

ARTICLE VII

INSURANCE

The Association shall purchase and maintain insurance on the Common Properties and "structural" insurance on the buildings in accordance with the following provisions:

Section 1. Purchase, Custody and Payment of Policies.

(a) All such insurance policies purchased by the Association shall be issued by an insurance company authorized to do business in Florida.

(b) The named insured on all policies purchased by the Association shall be the Association, individually and as agent for all Owners covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

(c) All policies shall provide that payments for losses made by the insurer on account of casualty to any portion of the Properties shall be paid to the Insurance Trustee, and all policies and endorsements for casualty losses shall be deposited with the Insurance Trustee.

(d) One (1) copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the Association to each Owner or Institutional Lender who holds a mortgage upon a Lot covered by the policy, and in writing requests the Association to provide it with such policies.

(e) Owners may obtain insurance at their own expense and at their own discretion for their personal property, personal liability, living expenses, flood damage and for improvements made to their Lot or Dwelling Unit.

(f) Any deductible or exclusion under an insurance policy purchased by the Association shall be a Common Expense and shall not exceed One Thousand Dollars (\$1,000.00) or such other sums as is approved by the members of the Association.

Section 2. Coverage.

(a) The Association shall procure and maintain casualty insurance on all Dwelling Units (to the extent required to be insured by the Association) and all improvements upon the Common Properties equal to one hundred (100%) percent of the then current replacement cost, as determined annually by the Association. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

(ii) Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including, but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement, where available.

(iii) The hazard insurance policy shall cover, among other things, all of the Dwelling Units (to the extent required to be insured by the Association) including, but not limited to, walls, doors, stairways, kitchen cabinets and fixtures, all as originally supplied by Developer or having a value not in excess of that originally supplied by Developer. The hazard insurance policy shall not include any improvements made in any Dwelling Unit by an Owner in addition to or having a value in excess of that originally supplied by Developer, or any furniture, furnishings or other personal property installed or brought into a Dwelling Unit, from time to time, by the Owner or residents of a Dwelling Unit, or their guests or invitees, or any carpeting, whether or not installed by the Developer.

(b) Comprehensive general public liability insurance insuring the Association against loss or damage resulting from accidents or occurrences on or about or in connection with the Properties, or any work, matters or things related to the Properties or this Declaration and its exhibits, with such coverage as shall be required by the Association, but with a combined single limit liability of not less than One Million (\$1,000,000.00) Dollars for bodily injury, death or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.

(c) Workmen's Compensation insurance shall be maintained as required to meet statutory or regulatory requirements.

(d) The Association may maintain such other insurance as it shall determine from time to time to be desirable and as is customarily obtained with respect to Dwelling Units and improvements similar in construction, location and use to those contained within the Properties, such as, where applicable, contractual and all-written contract insurance, employer's liability insurance and comprehensive automobile liability insurance. In no event shall the Association be required to purchase flood insurance, and in the event any Institutional Lender requires flood insurance the responsibility for same shall be the applicable Owner.

(e) When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to:

(i) subrogation against the Association and against the Owners individually and as a group;

(ii) any prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and

(iii) avoid liability for a loss that is caused by an act of one or more directors of the Association or by one or more Owners; and shall provide that such policies may not be cancelled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days prior written notice to the Association.

Section 3. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense (subject to Article V, Section 4(d)).

Section 4. Insurance Trustee.

All casualty insurance policies purchased by the Association shall provide that all proceeds covering casualty losses shall be paid to any national bank or trust company in the vicinity of the Properties with trust powers as may be designated by the Association, as Trustee, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for payment of premiums or for the renewal or sufficiency of the policies or for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes stated in Section 5 of this Article VII and in Article VIII. Notwithstanding the foregoing, unless the Board so determines or unless any Institutional Lender otherwise requires by written notice to the Association, no Insurance Trustee will be required, and all references in this Declaration to an Insurance Trustee shall refer to the Association where the context requires.

Section 5. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed in the following manner:

(a) All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(b) The remaining proceeds shall be paid to defray the cost of repairs or reconstruction as provided in

Article VIII, Section 7. Any proceeds remaining after defraying such cost shall be distributed to the Association.

(c) In no event may any hazard insurance proceeds for losses to any portion of the Properties be used for other than expenses of the Insurance Trustee or for repair, replacement or reconstruction of any damage, without the approval of at least eighty percent (80%) of the votes of the Owners and consent from at least eighty percent (80%) of the First Mortgagees on the Lots.

(d) In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Owners, the Association shall give notice of any excess exposure within a reasonable time to all Owners who may be exposed to the liability and they shall have the right to intervene and defend.

ARTICLE VIII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Common Properties. If any of the Common Properties is damaged, the damaged property shall be reconstructed or repaired, unless at least 80% of the Owners vote to the contrary.

Section 2. Dwelling Units. In the event of damage to or destruction of any Dwelling Units as a result of fire or other casualty, the Association shall arrange for the prompt repair and restoration of the Dwelling Unit(s) (including any damaged bathroom and kitchen fixtures equivalent in value to that initially installed by the Developer, but not including improvements having a value in excess of that originally installed by Developer, or furniture, furnishings or other personal property supplied by any Owner or tenant of an Owner or any carpeting), and the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

Section 3. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the DRB (or DRC, if established) and if the damaged property is one or more Dwelling Units by the Owners of all such Dwelling Units (and their respective Institutional Lenders), the plans for which are to be altered, which approval shall not be unreasonably withheld. Any reconstruction or repair must be in accordance

with the applicable county and municipal ordinances, and must be approved by the appropriate governmental agencies.

Section 4. Responsibility. If the damage is only to those parts of a Dwelling Unit for which the responsibility of maintenance and repair is that of the Owner, the Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

Section 5. Estimates of Cost. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Insurance Trustee.

Section 6. Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during or after the reconstruction and repair the funds for the payment of the cost thereof are insufficient, Assessments shall be made against the Owners, in sufficient amounts to provide funds to pay such costs. Such Assessments for damage to Units shall only be made against the Owners of the damaged Units, in proportion to the cost of reconstruction and repair of each Owner's respective Unit.

Section 7. Construction Funds. The funds for payment for costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Assessments against Owners shall be disbursed in payment of such costs in the following manner:

(a) If the total Assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than Twenty-Five Thousand (\$25,000.00) Dollars, then the sums paid upon such Assessment shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Owners on account of such casualty shall constitute a

construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(c) If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Twenty-Five Thousand (\$25,000.00) Dollars, then the construction funds shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by an Institutional Lender which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(d) If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Twenty-Five Thousand (\$25,000.00) Dollars, then the construction funds shall be disbursed in payment of such costs in the manner required by the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

(e) If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, such balance shall next be distributed to the Association.

(f) It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the Association.

(g) Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee, nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association executed by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid.

ARTICLE IX

MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATIONSection 1. Preamble.

(a) The responsibility for the maintenance of the Properties is divided between the Association and the Owners. Maintenance of the Lots is the responsibility of the Owners. The maintenance of the Common Properties is the responsibility of the Association. The Community Association is granted certain enforcement rights pursuant to the Declaration of Covenants and Restrictions for Bentley Park in the event the Owner and the Association do not carry out their respective maintenance responsibilities.

(b) The Board of Directors has the right to require the Members to maintain their Lots in a manner befitting the standards of the community; and this responsibility of the Owner, unless otherwise assumed by the Association in accordance with the terms of this Declaration, shall include the Member's obligation to maintain the shrubbery in a neat and trimmed manner, and to remove all objectional debris or material as may be located on the Lot.

Section 2. Exterior Maintenance Responsibility of Owner.

(a) The Association shall not have exterior maintenance responsibilities, periodic or otherwise, for Lots; except that the Association shall mow the frontyards of all Lots and the backyard of each Lot where the Lot is unimpeded by fences or landscaping. In the event any Owner has failed to maintain the exterior of his Lot in accordance with general standards of the community or any Owner has failed to paint or repair the exterior of the dwelling on the Owner's Lot within the time span or within the color schemes set out in the Association's rules and regulations and/or architectural criteria and standards then, after reasonable notice to the Owner specifying such failure and upon Owner's neglect or refusal to remedy the problem, the Board of Directors, in addition to maintenance upon the Common Properties, may provide any of the exterior maintenance upon each dwelling it deems necessary in its sole discretion, including but not limited to the following: painting; repairs; replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways; and other exterior improvements.

(b) General standards of the community shall include but not be limited to:

(i) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Properties, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon.

(ii) All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition.

The Lots and any dwellings or other buildings or improvements thereon shall be kept in good, safe, clean, neat and attractive condition, and all buildings, structures and improvements thereon shall be maintained in a finished, painted and attractive condition.

(c) Upon the failure to maintain the premises as aforesaid to the satisfaction of Developer or the Association, and upon the Association's or Owner's failure to make such improvement corrections as may be necessary within thirty (30) days after receipt of written notice by Developer or the Association, the Developer or the Association may enter upon such premises and make such improvements or corrections as may be necessary. Written notice need not be given in the case of emergency, and the Developer or the Association may without any prior notice directly remedy the problem.

(d) Such entry by the Developer or the Association or its agents shall not be a trespass and by acceptance of a deed from a Lot or dwelling, or by the recordation of these Covenants and Restrictions, such party has expressly given the Developer and the Association the continuing permission to do so, which permission may not be revoked.

Section 3. Assessment of Costs. The cost of exterior maintenance which is not performed by the Association as part of its regular maintenance responsibilities shall be assessed against the Lot upon which such maintenance is performed, and, at the option of the Board of Directors, either be added to and become part of the Periodic Assessment to which such Lot is subject under Article V hereof, or become a Special Assessment for such expenses; and, as a part of such Periodic Assessment or as a Special Assessment, it shall be a lien against the Lot and obligation to the Owner and shall become due and payable in all respects as provided in Article V hereof.

Section 4. Dissolution of Association. In the event of the dissolution or termination of the Association, Pinellas County shall not be obligated to carry out any of the maintenance obligations of the Association unless such obligations are undertaken by way of a resolution of the Pinellas County Commission.

Section 5. Management Services. The Association may contract for the management of all or part of the Common Properties and any other Association duties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration.

Section 6. Utility Services. The Association may contract with public or private utility companies for purposes of supplying utility services to the Properties and may assess the costs and expenses charged by such utility companies as part of the Periodic Assessments or as a Special Assessment.

ARTICLE IX

PERMITTED AND PROHIBITED USES

Section 1. Driveways. All driveways shall be maintained in the style originally established by the Developer or original builder of the dwelling on the Lot.

Section 2. Clothes and Drying Facilities. No outside clothesline or other clothes drying facility shall be permitted in the general view and without the prior written approval of the DRB (or DRC, if established).

Section 3. Trash containers. All trash containers and contents thereof shall be stored underground or in a screened in area not visible from the streets or adjoining Lots. No Lot shall be used or maintained as a dumping ground for rubbish. For purposes of periodic trash removal, however, an Owner, within twenty-four (24) hours prior to pick-up, may place the covered trash containers at locations convenient for pick-up.

Section 4. Exterior Antennae. No exterior radio, television or other electronic device antennae shall be permitted on any Lot without the prior written approval of the DRB (or DRC, if established).

Section 5. Parking.

(a) The parking and storage of automobiles shall be limited to the driveways of Lots and other paved surfaces designated by the Association but not so any such motor vehicle blocks a public sidewalk.

(b) No commercial or recreational vehicles of any variety shall be parked or stored overnight on the Common Properties (except in an enclosed garage), or parked or stored for more than twenty-four (24) hours on any Lot, unless approved

by the DRB (or DRC, if established). By way of example but not limitation, this provision shall apply to boats, campers, trailers and vans (other than small passenger vans).

(c) The Board of Directors is specifically authorized to promulgate additional rules and regulations pertaining to parking, and the Board of Directors is specifically granted by this Declaration the right to enforce this Declaration and the rules and regulations of the Board of Directors pertaining to parking by authorizing and directing, or contracting with a duly licensed towing company for, the towing of vehicles which are in violation of the parking regulations.

Section 6. Signs. No sign of any nature whatsoever shall be erected or displayed upon any Lot except where express prior written approval of the size, shape, content and location thereof has been obtained from the DRB (or DRC, if established), which approval may be arbitrarily withheld, except that withholding of consent by the DRB (or DRC, if established), for advertising and promotion of the Properties shall not be arbitrary or unreasonable.

Section 7. Additional Temporary or Permanent Structures. No structure of a temporary or permanent character, including but not limited to, basements, tents, shacks, garages, barns, or other out-building shall be used or erected on any Lot without prior approval of the DRB (or DRC, if established).

Section 8. Livestock and Poultry; Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, birds and fish may be kept, provided that they are kept, bred, or maintained for any commercial purpose, or in excessive numbers, and as long as such pets are kept inside the boundaries of the pet Owner's Lot. Animals shall be prohibited from the Common Properties.

Section 9. Commercial Activities. No Lot shall be used or occupied for any purpose other than as a residential dwelling by a Single Family, its household servants and guests. No business or commercial building shall be erected on any Lot, nor shall any business be conducted on any part thereof. The use of home computers is not prohibited by this Section 9. This provision, however, shall not be deemed to prohibit the Association from acquiring any Lot within the Properties for such purpose as it may be deemed necessary or beneficial for the Members, including, but not limited to, recreational purposes.

Section 10. Air Conditioning Units and Reflective Materials. No window or wall air conditioning units shall be permitted to be placed in a dwelling on a Lot unless the consent of

the DRB (or DRC, if established) is obtained. No dwelling on a Lot shall have aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except as may be approved by the DRB (or DRC, if established) for energy conservation purposes.

Section 11. Exterior Alterations. No structural changes, exterior color changes, or alterations shall be made or added to any dwelling on a Lot without approval of the DRB (or DRC, if established)

Section 12. Destruction of a Dwelling. In the event that any dwelling on a Lot is destroyed by or removed for any cause whatsoever, any replacement must be with a dwelling of a similar size and type. The plans and specifications for any new dwelling must be approved, in writing, by the DRB (or DRC, if established).

Section 13. Fencing. No fences or any similar type of enclosures may be erected on any Lot without the approval of the DRB (or DRC, if established). No chain link fence shall be permitted on any Lot or portion thereof, except for temporary construction purposes.

Section 14. Swimming Pools; Spas. No swimming pools shall be constructed on any Lot or portion thereof. No spa or jacuzzi facility shall be constructed on any Lot or portion thereof without the prior written approval of the DRB (or DRC, if established).

Section 15. Tennis Court. No tennis court shall be constructed on any Lot or portion thereof.

Section 16. Mailboxes. The Developer has specified the style and material of all mailboxes for dwellings on the Lots. Any replacements shall be of the same style and material of the originally approved mailbox.

Section 17. Awnings. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless such awnings, canopies or shutters have been approved by the DRB (or DRC, if established).

Section 18. Additional Rules and Regulations. The Developer, until Turnover, and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed for the best interests of the Association and its Members for purposes of enforcing the provisions of this Article IX.

Section 19. Variances. The DRB (or DRC, if established) may grant variances to Use Restrictions 1 through 17, in accordance with Article VI.

Section 20. Right to Abate Violations. The Association or the Developer, prior to Turnover, and the Association thereafter, after reasonable notice and opportunity to cure a violation given to an Owner, may enter upon a Lot for the purposes of curing the violation. The cost thereof shall be charged against the Owner as a Special Assessment.

Section 21. Required Setbacks. Every dwelling constructed on a Lot shall comply in all ways with the Code of Ordinances of Pinellas County, Florida, as amended. No building, roof or wall on any Lot shall be closer to the boundaries of the Lot (whether on the ground or in a vertical plane with the ground) than the set back lines established by the Code of Ordinances as minimum setback requirements for front, side and rear yards. Requirements for roof overhangs and lanais shall be set by resolution of the DRB (or DRC if established).

Section 22. Exemption for Developer. The Developer, provided that it owns any Lot in the Properties or in the event that the Developer is doing construction work within the Properties, shall be exempt from the provisions of this Article IX and Article VIII, Sections 2 and 4.

ARTICLE X

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to

the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrator. Arbitrator procedures shall be in accordance with the Rules of the American Arbitration Association, where such rules are appropriate.

ARTICLE XI

ENFORCEMENT PROVISIONS

Section 1. Rules and Regulations. The Board of Directors is specifically granted the power to pass rules and regulations for purposes of enforcing this Declaration.

Section 2. Enforcement - General. Failure of an Owner to comply with a provision in this Declaration or a provision in the By-laws, Articles or Rules and Regulations of the Association shall provide the Association and each Owner with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. All costs and expenses incurred by the Association in terminating or resolving a violation of this Declaration, inclusive of attorneys' fees (whether or not litigation is instituted) shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of a Periodic Assessment, including but not limited to a foreclosure proceeding.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After the original thirty (30) year period, the covenants and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such thirty (30) year period, or each successive ten (10) year period, an instrument signed by the then Owners of two-thirds (2/3) of the Lots agreeing to terminate the covenants and restrictions at the end of such thirty (30) year or ten (10) year period has been recorded in the Public Records of Pinellas County. No such agreement to terminate the covenants and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be permissible by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. 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 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended during the first twenty (20) 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. Developer shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein, or to change or add provisions to this Declaration for the purpose of meeting the requirements of governmental agencies, including but not limited to the Federal Housing Administration and the Veterans Administration, so long as such amendments do not materially affect

vested property rights of unit Owners, lienors or mortgagees. Such Amendment need be executed and acknowledged by the Developer only, and need not be approved by the Association, unit Owners, lienors and mortgagees of units, whether or not elsewhere required for amendments. No Amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection and the County Attorney of Pinellas County, if he determines his consent to be necessary.

Section 5. Temporary Committees. The Developer, prior to Turnover of the Association, at its sole discretion, may create temporary committees for the purpose of aiding in the transition of the Association from Developer control to control by the Membership.

Section 6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-laws of the Association and the Articles shall take precedence over the By-laws.

Section 7. FHA/VA/FNMA/FHLMC Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, where any of such entities has an interest: mergers and consolidations, mortgaging of Common Properties, dedication to a public body of any Common Properties, dissolution and amendment of this Declaration, and annexation of additional properties.

Section 8. Encroachments. In the event any portion of any Dwelling Unit encroaches upon an adjacent Lot as a result of the construction, reconstruction, repair, shifting, settlement or moving of any portion of the Dwelling Unit, a valid easement for the encroachment, and for the maintenance of the same, shall exist so long as the encroachment exists (but only as long as the encroachments is not more than 12 inches).

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions has been signed by the Developer and the Declarant, the day and year first above set forth.

WITNESSES:

Cynthia M. Stubbs

Cynthia M. Stubbs

AMERIFIRST DEVELOPMENT CORPORATION

By: [Signature] President

Attest: [Signature] Asst Secretary

(SEAL)

(DEVELOPER)

STATE OF FLORIDA)
) SS:
COUNTY OF)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, GENE F. LERMAK, SR. VICE, President and JUE ANN BUNEVICH, ASST., Secretary respectively of AMERIFIRST DEVELOPMENT CORPORATION, a Florida corporation, to me well known to be the officers who executed and placed the Corporation's seal on the foregoing instrument and acknowledged the execution thereof to be the free act and deed of such Corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state aforesaid this 26 day of FEBRUARY, 1985.

J.H. Sanchez
NOTARY PUBLIC
State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires January 21, 1988
Bonded thru Raymond Bonding Agency

PINELLAS ASSOCIATES

BY: CATALINA HOMES, INC.
General Partner

Cinda M. Sutton

By: [Signature]
President

Cinda M. Sutton

Attest: [Signature]
Secretary

(SEAL)

AMERIFIRST DEVELOPMENT CORPORATION

Cinda M. Sutton

By: [Signature]
J.V. President

Cinda M. Sutton

Attest: [Signature]
Secretary

(SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF Hillsb,)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments RICHARD H. TURK, SR. VICE President and SECRETARY Secretary respectively of CATALINA HOMES, INC., a Florida corporation, to me well known to be the officers who executed and placed the Corporation's seal on the foregoing instrument as general partner of PINELLAS ASSOCIATES, a Florida general partnership and acknowledged the execution thereof to be the free act and deed of such Corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state aforesaid this 26 day of FEBRUARY, 1985.

J.H. Gumbel
NOTARY PUBLIC
State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires January 21, 1988
Bonded thru Maynard Bonding Agency

STATE OF FLORIDA)
) SS:
COUNTY OF Hillsb.)

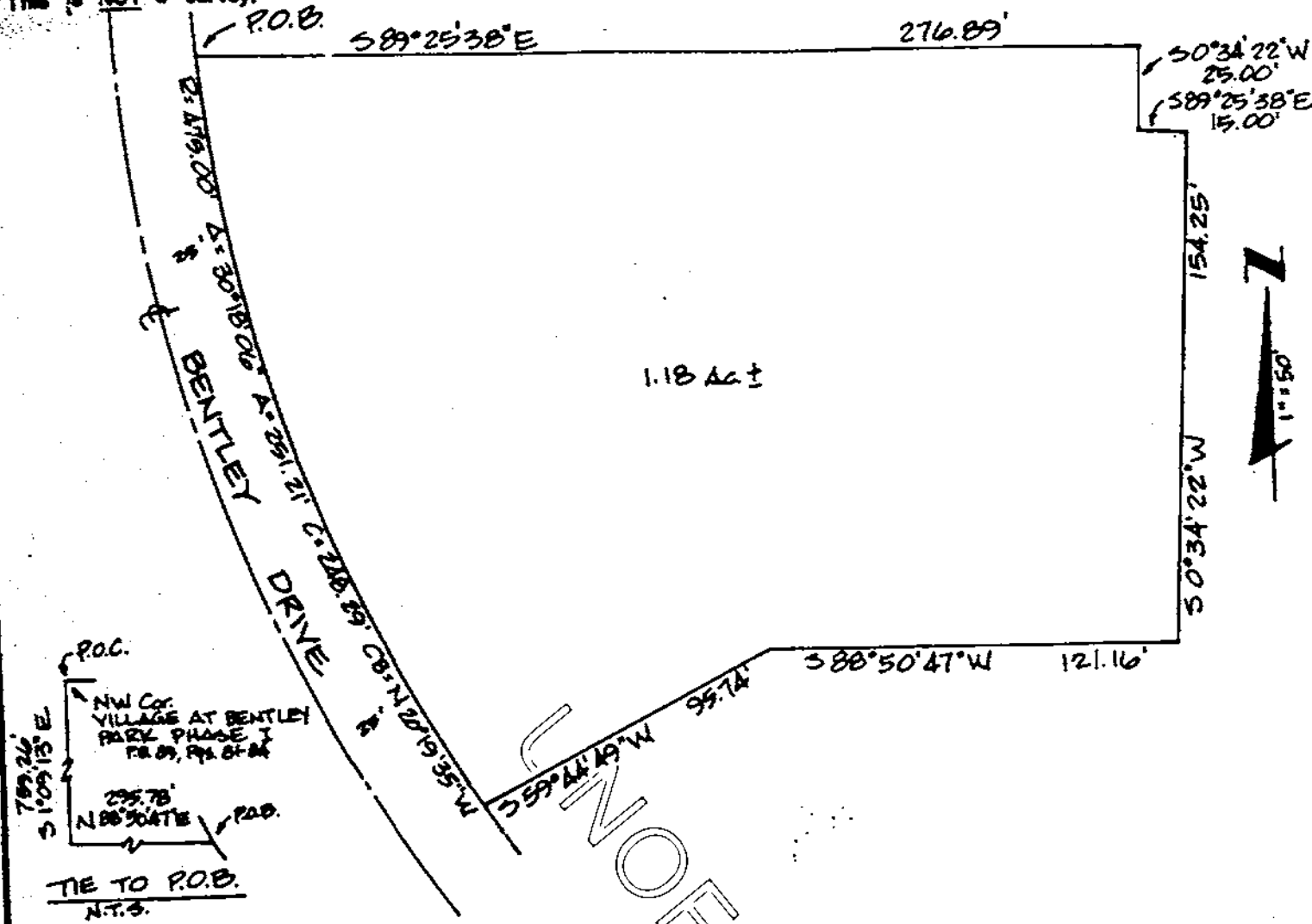
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments GENE F. CERNAK, SR. VICE President and SUE ANN BUNDEICH, ASST. VICE Secretary respectively of AMERIFIRST DEVELOPMENT CORPORATION, a Florida corporation, to me well known to be the officers who executed and placed the Corporation's seal on the foregoing instrument as General Partner of Pinellas Associates, a Florida general partnership, on behalf of the partnership, and acknowledged the execution thereof to be the free act and deed of such Corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the county and state aforesaid this 26 day of FEBRUARY, 1985.

J.H. Gumbel
NOTARY PUBLIC
State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires January 21, 1988
Bonded thru Maynard Bonding Agency
CDR0005

This is NOT a survey.



LEGAL DESCRIPTION - BENTLEY PARK PARCEL "F"

A tract of land lying within the plat of THE VILLAGE AT BENTLEY PARK PHASE I as recorded in Plat Book 89, pages 81 through 84 of the Public Records of Pinellas County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said plat; thence S 01° 09' 13" E, along the West line of said plat, for 759.26 feet; thence N 88° 50' 47" E, for 295.78 feet to the POINT OF BEGINNING, said plat also being a point on the westerly right-of-way line of BENTLEY DRIVE (a 50 foot right-of-way); thence S 89° 25' 38" E, for 276.89 feet; thence S 00° 34' 22" W, for 25.00 feet; thence S 89° 25' 38" E, for 15.00 feet; thence S 00° 34' 22" W, for 154.25 feet; thence S 88° 50' 47" W, for 121.16 feet; thence S 59° 44' 49" W, for 95.74 feet to a point on the westerly right-of-way line of said BENTLEY DRIVE, said point also being the point of intersection of a curve concave to the Northeast; thence northwesterly along the arc of said curve and said westerly right-of-way line having a radius of 475.00 feet, a central angle of 30° 18' 06", an arc length of 251.21 feet and a chord bearing N 20° 19' 35" W, for 248.29 feet to the POINT OF BEGINNING, and containing 1.18 acres, more or less.

SKETCH AND LEGAL DESCRIPTION FOR BENTLEY PARK - PARCEL "F"

Job No. 540-343-93	Calculated by: M.H.F.	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNIGAN, INC. <i>Jak L. B. d</i> Professional Land Surveyor # 3000 State of Florida POST, BUCKLEY, SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS and PLANNERS 248 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33806
Date 12/19/84	Drawn by: M.H.F.	
Sheet 1 of 1	Checked by: JB	

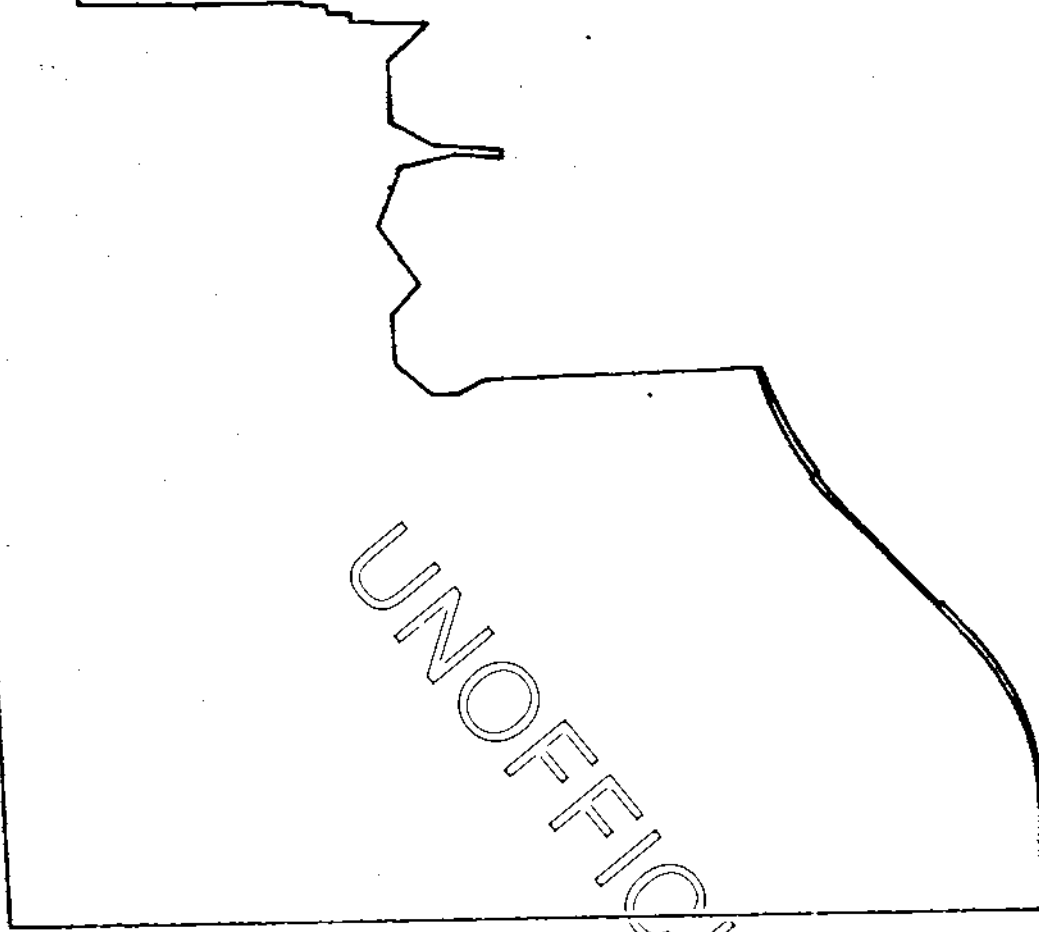
This is NOT a survey.

NW COR. SW 1/4 SEC. 32-27-16
 P.O.C.
 S. 01° 09' 15" E.
 40.00'



SCALE: 1" = 500'

WEST LINE OF SW 1/4 SEC. 32



LEGAL AND SKETCH BENTLEY PARK PARCEL A

SEE ATTACHED LEGAL DESCRIPTION & COURSE TABLE

Job No. 590-343.93	Calculated by: MEH	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNIGAN, INC.
Date 12/18/84	Drawn by: JIR. OS	
Sheet 1 of 3	Checked by: KB & JB	<p><i>Jack L. Byrd</i> Professional Land Surveyor # 3000 State of Florida</p> <p>POST, BUCKLEY, SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS and PLANNERS 2451 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33515</p>

LEGAL DESCRIPTION - BENTLEY PARK - PARCEL A

A tract of land lying in the Northwest quarter of the Southwest quarter of Section 32, Township 27 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the Southwest quarter of said Section 32; thence S 01° 09' 13" E, along the West line of the Southwest quarter of said Section 32, for 40.02 feet to the POINT OF BEGINNING; thence S 89° 25' 38" E, for 311.79 feet; thence S 00° 34' 22" W, for 10.00 feet; thence N 89° 25' 38" W, for 311.49 feet to a point on the West line of the Southwest quarter of said Section 32; thence N 01° 09' 13" W, along said West line, for 10.00 feet to the POINT OF BEGINNING, and containing 0.07 acres, more or less.

*John Byrd
12/20/84*

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COURSE TABLE

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<u>No.</u>	<u>Radius</u>	<u>Delta</u>	<u>Arc</u>	<u>Distance</u>	<u>Bearing</u>
1	--	--	--	311.79'	S 89° 25' 38" E
2	--	--	--	10.00'	S 00° 34' 22" W
3	--	--	--	311.49'	N 89° 25' 38" W
4	--	--	--	10.00'	N 01° 09' 13" W

J.K.L.B.,d
12/20/84

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