

**AMENDMENTS TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
BENT TREE PROPERTY OWNERS ASSOCIATION, INC.**

The original Declaration of Covenants, Conditions and Restrictions ("Declaration") for Bent Tree Property Owners Association, Inc. is recorded in Official Record Book 8403 Page 1087, of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article III, Section 2 of the Declaration will be amended as follows:

Section 2. GENERAL EASEMENTS. Each of the following easements, as same may now or hereafter be shown on any plat or plats of record or in any other document filed as to any part of the Property, and hereby reserved and otherwise created, dedicated, and conveyed in favor of the Association, all Owners, the Developer, and their respective licensees, invitees, grantees, successors, and assigns unless said licensees, invitees, grantees, successors, and assigns are the subject of an action of the Board prohibiting their entry onto the Property, and are covenants and servitudes running with the title to the Property:

* * *

(d) Maintenance and Repair. Easements for maintenance and repair and easements to enter over, through and upon all portions of the Property for the purpose of maintaining, repairing and replacing the Common Area, lakes, canals, all portions of the Property which the Association is required to maintain according to the Plat, including, but not limited to, all landscape buffers, and all other recreational facilities which constitute a part of the Property.

Item 2: Article VII, Section 1 of the Declaration will be amended as follows:

Section 1. MAINTENANCE OF THE COMMON AREA AND OTHER PROPERTY. The Association shall be responsible for the maintenance and repair of the Common Area and other designated portions of the Property. Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to, the following:

* * *

(1) Landscape Buffers. As a clarification to the dedication on the Plat, the Association is responsible for the maintenance of all landscape buffers designated on the Plat of the Property. The Association shall have an easement over the portions of the Lots where the landscape buffer is located in order to access the landscape buffer areas. If an owner fails to provide access to this portion on the Lot, the Association shall have an easement over any other portion of the Lot as necessary to access the landscape buffer. Owners shall be responsible for any damage to any landscape material within the landscape buffers caused by the Owner, the Owner's guests, tenants, or invitees. If the Association is required to replace any landscape material in the landscape buffer as a result of damage caused by the Owner, the Owner's guests, tenants, or invitees, the cost of the replacement shall be an assessment against the Owner and the Lot.

Item 3: Article VII, Section 2 of the Declaration will be amended as follows:

Section 2. MAINTENANCE BY THE OWNER. The responsibility of each Owner to keep his Lot and the improvements located thereon in compliance with the standards promulgated by the Board and, in accordance with the requirements of the Association Declaration shall be as follows:

(a) **Improvements on Lot.** To maintain, protect, repair and replace, at his own cost and expense, all portions of his Lot together with all improvements, including sidewalk, lawn, landscaping, as originally installed, replaced, and supplemented thereafter; sprinkler system, and equipment located thereon, except any portions to be maintained, repaired and replaced by the Association as may be determined by the Board of Directors. Such maintenance, protection, repair and replacing shall be done without disturbing the rights of other Owners. In the event that an Owner shall fail to keep his Lot and the improvements located thereon in compliance with the standards promulgated by the Board, the Association shall have a responsible right of entry to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property, and any such cost shall be an assessment against the Owner and the Lot;

Bent Tree

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BENT TREE PROPERTY OWNERS ASSOCIATION, INC.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

BENT TREE PROPERTY OWNERS ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and executed this 3rd day of August, 1994 by BENT TREE PROPERTY OWNERS ASSOCIATION, INC., (the "Association"), and M/I SCHOTTENSTEIN HOMES, INC., (the "Developer").

WHEREAS, the Developer is the owner of the Plat of Bent Tree P.U.D. Phase I, according to the plat thereof recorded in Plat Book 73, Pages 89 to 93 of the Public Records of Palm Beach County, Florida (the initial "Property"); and

WHEREAS, the Developer wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property, in order to contribute to the personal and general health, safety and welfare of the Property owners and residents therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

NOW THEREFORE, Developer hereby declares the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants, Conditions and Restrictions.

ARTICLE I

DEFINITIONS

The following terms, as used in this Declaration shall have the following meanings:

Section 1. ARTICLES OF INCORPORATION OR ARTICLES shall mean and refer to the Articles of Incorporation of Bent Tree Property Owners Association, Inc., a Florida Corporation not-for-profit attached hereto as Exhibit A and by reference made a part hereof, and as the same may be amended and supplemented from time to time.

Section 2. ASSESSMENTS shall mean and refer to all general assessments, special assessments, emergency special assessments and all other fees, charges and fines levied by the Association against Unit Owners for sums necessary to provide for the payment of all Common Expenses and to supply funds for budgetary requirements of the Association.

Section 3. ASSOCIATION shall mean and refer to Bent Tree Property Owners Association, Inc., a Florida corporation not-for-profit, and its successors and assigns.

Section 4. BOARD OR BOARD OF DIRECTORS shall mean and refer to the Board of Directors of the Association, which shall be responsible for the administration of the Association.

Section 5. BYLAWS shall mean and refer to the Bylaws of Bent Tree Property Owners Association, Inc., a Florida corporation not-for-profit, attached hereto as Exhibit B and by reference made a part hereof, and as the same may be amended and supplemented from time to time.

Section 6. CITY shall mean and refer to the City of Palm Beach Gardens, an incorporated municipality created pursuant to Article VIII of the Constitution of the State of Florida.

Section 7. CLASS I LOTS shall mean and refer to any Lot upon which a Residential Unit has been completed as evidenced by issuance of a Certificate of Occupancy by the City.

Section 8. CLASS II LOTS shall mean and refer to any Lot which is unimproved or upon which construction of a Residential Unit has commenced but has not yet been completed, nor received a Certificate of Occupancy from the City.

Section 9. COMMON AREA shall mean all personal and real property and improvements thereon owned by the Association for the common use and enjoyment of the Members, excluding Lots.

Section 10. COMMON EXPENSES shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein, regarding the Common Area, or as may be otherwise determined by the Board of Directors.

Section 11. COMMON SURPLUS shall mean and refer to all receipts of the Association, including, but not limited to, assessment, rents, profits, and revenues in excess of the amount of Common Expenses.

Section 12. COUNTY shall mean and refer to Palm Beach County, Florida.

Section 13. DECLARATION shall mean and refer to this instrument and all Exhibits attached hereto, and as the same may be amended and supplemented from time to time.

Section 14. DEVELOPER shall mean and refer to M/I Schottenstein Homes, Inc., an Ohio corporation qualified to do business in the State of Florida, doing business as M/I Homes, its successors or assigns if any such successor or assign acquires any right, title or interest to or in all or any portion of the Property, from the Developer for the purpose of development and is designated by a recorded assignment of developer rights, executed by the President or Vice President of the Developer.

Section 15. DEVELOPMENT ORDER shall refer to Ordinance 21, 1993 of the City of Palm Beach Gardens passed and adopted November 4, 1993 creating a Planned Unit Development (P.U.D.) known as "Bent Tree" which includes 185 single-family detached and zero lot-line residential homes, and as the same may be amended and supplemented from time to time.

Section 16. FOUNDATION shall mean the John D. and Catherine T. MacArthur Foundation, its successors and assigns.

Section 17. FOUNDATION AGREEMENT shall mean the Agreement of Easements, Covenants, and Restrictions between the Foundation and Developer dated and recorded March 16, 1994 in Official Records Book 8169, Pages 772 through 786, of the Public Records of Palm Beach County, Florida, and by reference made a part hereof, and as the same may be amended and supplemented from time to time.

Section 18. FRONT YARD shall mean the area of a Lot from the street front property line to a plane extending in line with the rear line of a Residential Unit.

Section 19. INSTITUTIONAL FIRST MORTGAGE shall mean and refer to a mortgage which is a first lien on a Unit held by a bank, savings bank, a savings and loan association, insurance company, real estate investment trust, the Developer, its subsidiaries or affiliates, or any other recognized institution.

Section 20. INSTITUTIONAL FIRST MORTGAGEE OR INSTITUTIONAL MORTGAGEE OR MORTGAGEE shall mean and refer to the holder of an Institutional First Mortgage which is also a bank, savings bank, a savings and loan association, insurance company, real estate investment trust, the Developer, its subsidiaries or affiliates, or any other recognized lending institution.

Section 21. LOT shall mean and refer to any plot of land, upon which a Residential Unit can be or has been constructed, that is numerically designated in any recorded plat of the Property excluding Common Area.

Section 22. MEMBER shall mean and refer to every Unit Owner who shall be required to hold membership in the Association, upon acquisition of title to his Unit.

Section 23. OWNER OR UNIT 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 Property and shall not include those having merely a security interest for the performance of an obligation in the Property.

Section 24. PARKWAY DECLARATION shall mean the Declaration of Easements, Covenants, Conditions, and Restrictions in the Parkway System made by the Foundation dated and recorded on March 16, 1994 in Official Records Book 8169, Pages 760 of the Public Records of Palm Beach County, Florida, and by reference made a part hereof, and as the same may be amended and supplemented from time to time.

Section 25. PARKWAY SYSTEM shall mean Tracts B, P, Q, & S of the Plat of Bent Tree P.U.D. Phase I, which is subject to the Parkway Declaration, and an easement for public egress among the trees and vegetation as part of the larger "greenway" system intended by the City and the Foundation.

Section 26. PHASE I shall refer to the Plat of Bent Tree P.U.D. Phase I, which includes 110 single-family detached and zero lot-line residential homes, recorded in Plat Book 73, Pages 89 to 93. Phase I is also defined herein as the "Property".

Section 27. PHASE II shall refer to the balance of the Bent Tree P.U.D. approved by the Development Order which includes 75 single-family detached and zero lot-line residential homes, owned by the Foundation on the date of this Declaration.

Section 28. PROPERTY shall mean the property in the Plat of Bent Tree P.U.D. Phase I, recorded in Plat Book 73, Pages 89 to 93 of the Public Records of Palm Beach County, Florida, and any additional property which may be made subject to this Declaration by virtue of amendment hereto, including property which may be platted as the Plat of Bent Tree P.U.D. Phase II.

Section 29. RESIDENTIAL UNIT OR UNIT shall refer to any dwelling Unit constructed on a Lot or Lots together with other improvements constructed thereon within the Property for use and occupancy as a residence by a single family.

Section 30. SURFACE WATER MANAGEMENT SYSTEM shall mean and refer to those lakes, canals, water control structures and other facilities created and used for drainage of the Property and for recreational purposes, in accordance with the terms of the Association Documents. Water levels in the Bent Tree Lake may decline significantly at certain times as a result of the wellfield pumpage.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. EXISTING PROPERTY. - The initial property which shall be subject to this Declaration upon the recordation hereof in the Public Records of the County, is that Property defined and described herein.

Section 2. ADDITIONAL PROPERTY. Developer may, at any time and from time to time, subject additional property to this Declaration by recording in the Public Records of the County an amendment to this Declaration describing such additional property.

Section 3. PHASE II PROPERTY. The Foundation Agreement paragraph 5.02 requires this Declaration to provide for the three (3) possibilities as to Phase II. The Foundation, or the successor owner of Phase II, may at its option, elect to (i) form its own homeowner's association which will undertake the specific obligations of the Development Order relating solely to Phase II and which will pay the Foundation's Proportionate Share of the annual maintenance cost of the Parkway System; (ii) form its own homeowner's association which will undertake the specific obligation of the Development Order relating solely to Phase II and, together with the Association form a master association, which master association would have responsibility for the maintenance of the Parkway System and the recreational facilities on Phase I, or (iii) pursuant to provisions in this Declaration, add Phase II to the Association.

ARTICLE III

PROPERTY RIGHTS

Section 1. TITLE TO THE COMMON AREA. Title to the Common Area within the Property shall be dedicated by the Developer to the Association free and clear of all encumbrances before the first Lot is conveyed to an Owner.

Section 2. GENERAL EASEMENTS. Each of the following easements, as same may now or hereafter be shown on any plat or plats of record or in any other document filed as to any part of the Property, are hereby reserved and otherwise created, dedicated, and conveyed in favor of the Association, all Owners, the Developer, and their respective licensees, invitees, grantees, successors, and assigns unless said licensees, invitees, grantees, successors, and assigns are the subject of an action of the Board prohibiting their entry onto the Property, and are covenants and servitudes running with the title to the Property:

(a) Utilities. An easement for utilities, including, but not limited to, electricity, gas, telephone, cable television, water and wastewater services, lift stations, drainage, stormwater, and irrigation systems, or as may be required for utility services, including the maintenance and operation of lakes, ponds, wells, well sites, and systems for drainage, irrigation and effluent areas in order to adequately serve all or any part of the Property, and all improvements thereon. See the Parkway Declaration for restrictions on utilities in the Parkway. See the Foundation Agreement for cross easements and relocation conditions between Phases I and II.

(b) Pedestrian and Vehicular Traffic. An easement for pedestrian and vehicular traffic over, through and across the Common Area, but the same shall not give or create in any person the right to drive or park upon any portion of the Property not intended for such common use designated as such by the Developer. This easement is for the benefit of Phase II in accordance with the Foundation Agreement.

(c) Emergency Vehicles. An easement for the right of all lawful emergency vehicles, equipment and persons in connection therewith to pass over and across all portions of the Property to service the Owners, residents and all improvements.

(d) Maintenance and Repair. Easements for maintenance and repair and easements to enter over, through and upon all portions of the Property for the purpose of maintaining, repairing and replacing the Common Area, lakes, canals, and all other recreational facilities which constitute a part of the Property.

(e) Ingress and Egress Easements for Lots. An easement for ingress and egress from and to each Lot, the Common Area and such other facilities as may be herein described.

(f) Security System. An easement for any security system which may be constructed in or on the Property, or as may be required for security purposes by the Board in order adequately to secure all or any portion of the Property, and any improvements thereon.

(g) Construction. An easement to enter upon, through and over and use any portion of the Property in connection with any construction on the Property as determined by the Developer.

(h) Surface Water Management System. An easement or easements for access to, maintenance, repairs and operation of the Surface Water Management System, including the Lake.

(i) Easements for the Developer. Easements are hereby reserved throughout the Common Area, including without limitation, the streets and the easements shown on the plat or plats of the Property, by the Developer, and its agents use with the development, marketing and sale of the Property.

(j) Easements for the Association. The Developer and the Association shall have the right to grant such additional easements (including without limitation, easements to private cable television service companies) or to relocate existing easements throughout the Property as the Developer or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners use or enjoyment of the Property.

(k) Restrictions on Owner Easements. No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Board, which shall not be unreasonably withheld.

(l) Reciprocal Easement. The Owner of each Lot shall have an open area easement on the Lot of any adjacent Unit which is constructed on a common boundary line, within one and one-half (1 -1/2) feet of said common boundary line, rear yards excluded, for the placement of utility service meters.

(m) Encroachments. If any portion of the Common Areas encroaches upon any Lot, or if any Unit or other original constructed improvement by the Developer under the original building permits encroaches upon any Lot or upon any portion of the Common Areas, or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements, (ii) settling or shifting of any improvements, (iii) any addition, alteration or repair to the Common Areas made by or with the consent of the Association, (iv) any repair or restoration of any improvements of any Unit after damage by fire or other casualty, or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Areas, or (v) any non-purposeful or non-negligent act of an Owner except as may be authorized by the Association, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. A gate or fence post which merely touches an improvement constructed on a common boundary line of an adjacent Lot shall not be considered an encroachment.

(n) Service Easements. Developer hereby grants to delivery, pick up and fire protection services, police and other authorities of the law, mail carriers, representatives of

electrical, telephone, cable television and other utilities provided for herein, and to such other persons as the Developer or the Association may from time to time designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Areas, now or hereafter created, for the purpose of performing their services and investigations.

(o) Additional Right-of-Way. In the event that any sidewalks which are constructed parallel to any roadway located within the Property are located all or partially within any Lot on the Property, then a nonexclusive, perpetual right-of-way shall exist on any portion of said sidewalks which are located within the Lot.

(p) Parkway System. The Parkway System, Tracts B, P, Q, & S on the Plat of Bent Tree P.U.D. Phase I, is dedicated as a non-exclusive easement for ingress and egress to the public, and is subject to the easements, covenants, conditions, and restrictions of the Parkway Declaration. See the Parkway Declaration for conditions upon the lighted signwalls, entrance feature, and access drive from Central Boulevard to Bent Tree across the Parkway.

(q) Roof Overhang and Zero Wall. The Owner of each zero lot-line Lot shall have an easement on any adjacent Lot, within three (3) feet of the Owner's zero-lot line for roof overhangs and for the maintenance of the zero-lot line wall facing said adjacent Lot.

(r) Foundation Easements. The Foundation Agreement established easements which are incorporated herein by reference.

ARTICLE IV

ASSOCIATION

Section 1. ASSOCIATION. The Developer has caused to be incorporated, the Bent Tree Property Owners Association, Inc., a Florida corporation not-for-profit, in accordance with the Articles of Incorporation, a copy which is attached hereto and made a part hereof as Exhibit A. The Association has not been formed, organized, or incorporated in such a manner to qualify for tax exempt status under any provision of the Internal Revenue Code. It shall have the duties imposed in its Articles of Incorporation and Bylaws, and in accordance with this Declaration. The Association is or will become vested with primary authority and control over all of the Common Area and is or will become the owner of all real and personal property known as the Common Area. The Association may be assigned the rights of the Foundation under the Parkway Declaration as its purposes include the preservation and conservation of natural resources. The Association is the organization with the

sole responsibility to make and collect Assessments from all Members, which Assessments will be made in accordance with Article X. The Association may also make and collect charges for maintenance services against any Owner, or the Developer, as more fully set forth in Article X of this Declaration. The Association shall have the right to a lien for the charges and assessments to which it is entitled in accordance with Article X of this Declaration.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP. Every Owner of a Lot shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot, by filing a deed therefor in the Public Records of the County. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a Member.

Section 2. VOTING. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all Owners with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. In the event a Lot is owned by more than one individual or by a corporation or other entity, the Class A Member shall file a Certificate with the Secretary of the Association naming the person authorized to cast votes for said Lot. If the Certificate is not on file, the Owner shall not be qualified to vote and the vote of such Owner shall not be considered nor shall the presence of such Owner at a meeting be considered in determining whether the quorum requirement has been met. If a Lot shall be owned by husband and wife as tenants by the entirety, no Certificate need be filed with the Secretary naming the person authorized to cast votes for said Lot, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the Members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot at the meeting, in which case the Certificate requirements set forth above shall apply.

Class B. The Class B Member shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class

B membership shall cease and be converted to Class A membership upon the earlier of the following events:

- (a) the Developer conveying title to 75% of the single family Residential Units located within the Property, or
- (b) five (5) years after date of transfer of title of the first Residential Unit.

ARTICLE VI

RIGHTS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION

Section 1. OPERATION OF PROPERTY. The operation of the Property shall be vested in the Association and exercised pursuant to the Association documents, the Parkway Declaration, the Foundation Agreement, and further subject to any other agreements, easements or restrictions affecting title to these lands and to which Developer is a party. Every Unit Owner, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Association documents. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

Section 2. LATENT CONDITIONS. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property.

Section 3. AUTHORITY. No Unit Owner, except as a duly authorized Officer or Director of the Association, shall have any authority to act for or on behalf of the Association.

Section 4. POWERS. The powers and duties of the Association shall include those set forth in the Bylaws and Articles of Incorporation of the Association, and, in addition thereto, the Association shall have all the powers and duties set forth in Chapter 617, Florida Statutes, as well as all powers and duties granted to or imposed upon it by this Declaration. If the Association is dissolved, the assets shall be dedicated to a public body, or conveyed to a non-profit organization with similar purposes. In the event of any conflict, this Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable Rules and Regulations of the Association; the Articles shall take precedence over the Bylaws and applicable Rules and Regulations; and the Bylaws shall take precedence over applicable Rules and Regulations, and as all of the same may be amended and supplemented from time to time.

Section 5. BOARD ACTION. Unless the approval or action of Unit Owners is expressly required in the Association documents or by applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of the Unit Owners. The Board of Directors may so approve and act through the proper Officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken pursuant to the Association documents, such action or approval may be conditioned in any manner not in conflict with the requirements of the Association documents as the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, provided the same does not violate the requirements of the Association documents.

Section 6. COMMON AREA. No person shall use the Common Area in any manner contrary to, or not in accordance with, the Association Documents including, the Rules and Regulations which may be promulgated by the Association, or such traffic regulations which may be adopted by the Association.

Section 7. BULK RATE CABLE TELEVISION. The Association may contract for bulk rate cable television service for all Lots, which will be a Common Expense.

Section 8. IMPLIED RIGHTS. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles, or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII

MAINTENANCE

Section 1. MAINTENANCE OF THE COMMON AREA. The Association shall be responsible for the maintenance and repair of the Common Area. Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to, the following:

(a) Security. Such Security system, traffic gates, pedestrian gates, perimeter fences, and other security facilities, if any, which shall be operated and maintained for the benefit of all Members of the Association.

(b) Streets. All roads, streets, rights of way, and streetscape within the Common Area of the Association. The Association Board may determine from time to time to maintain the sidewalk system on the Lots as a Common Expense.

(c) Walls, Fences and Hedges. All walls, fences, and hedges that are on any of the Common Areas or that form the security perimeter of the Property. The Association shall not be responsible to maintain the exterior of any wall of any Residential Unit. The Association shall have reasonable access to maintain said walls, fences and hedges.

(d) Improvements in Common Areas. All other improvements which may be constructed within the Common Areas.

(e) Gopher Tortoise Long Term Management. The Association is responsible for the financial obligation and long term management of the gopher tortoise Recipient Area in accordance with the regulatory agency standards. Future management of the Recipient Area shall include follow-up eradication of exotic vegetation and selective manual clearing, thinning or mowing that may be necessary to maintain the Recipient Area as suitable gopher tortoise habitat. The follow-up removal of exotic vegetation may be performed semi-annually or as needed.

(f) Upland Preserve Management Plan. The Association is responsible for all upland preserves (preservation areas) dedicated to the Association as shown on the Plat(s) of the Property, in accordance with the Upland Preserve Management Plan attached hereto as Exhibit C and incorporated herein by reference. The removal of preserved trees and vegetation is prohibited unless approval of the City Forester is obtained.

(g) Recreational Facilities. The recreational facilities within the Common Area of the Association.

(h) Central Boulevard Median. The Association shall maintain in perpetuity the median of Central Boulevard along the entire length of the Bent Tree development. The City shall require, as a condition of approval of any new project located on the west side of Central Boulevard from the Bent Tree development, that such new project shall bear its proportionate share of the cost of the continued maintaining thereof.

(i) Parkway System. The Association shall maintain in perpetuity the Parkway System, Tracts B, P, Q, & S of the Plat of Bent Tree P.U.D. Phase I. In the event a Special Parkway District is formed by the City of Palm Beach Gardens, or another entity, pertaining to Central Boulevard between PGA Boulevard and Donald Ross Road, then the Association shall automatically become a member of said Parkway District.

(j) Surface Water Management System. The Association shall maintain the Surface Water Management System, subject to the right, but not the obligation of the Northern Palm Beach Water Control District to maintain those portions of the drainage system associated with the drainage of public roads. Water

levels in the Bent Tree Lake may decline significantly at certain times as a result of the wellfield pumpage.

(k) Utilities. The Association shall maintain utilities in the Common Areas, provided that if such utilities are transferred to a public utility or municipality, then such public utility or municipality shall specifically undertake such maintenance obligation.

Section 2. MAINTENANCE BY THE OWNER. The responsibility of each Owner to keep his Lot and the improvements located thereon in compliance with the standards promulgated by the Board and, in accordance with the requirements of the Association Declaration shall be as follows:

(a) Improvements on Lot. To maintain, protect, repair and replace, at his own cost and expense, all portions of his Lot together with all improvements, including sidewalk, lawn, landscaping, as originally installed, replaced, and supplemented thereafter; sprinkler system, and equipment located thereon, except any portions to be maintained, repaired and replaced by the Association as may be determined by the Board of Directors. Such maintenance, protection, repair and replacing shall be done without disturbing the rights of other Owners. In the event that an Owner shall fail to keep his Lot and the improvements located thereon in compliance with the standards promulgated by the Board, the Association shall have a reasonable right of entry to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property;

(b) Yards & Sprinklers. Each Owner shall be responsible for the maintenance of the landscape materials, sprinklers, and lawns in their Front yards and their back yards. The Association Board may determine from time to time to maintain the landscape materials or sprinkler systems, or lawns, in the Front yard and/or back yard of each Lot, as a Common Expense. If the Owner adds approved landscape materials to the Lot, said materials may be maintained by the Association as set forth above; however, the Association shall not be responsible for replacement of any landscape materials on the Lots. No Owner shall convert his sprinkler system from municipal water to well pump water from his Lot.

(c) No Exterior Modifications. Not to modify or change the appearance or design of any portion of the exterior of any structure or site features located on the Property which are in common view without the prior written approval of the Board of Directors;

(d) Report to Association. To report promptly to the Association any defect or need for repairs, maintenance or replacements for which the Association is responsible.

(e) Yard Lights. Owners shall be required to maintain and repair upon their Lot the yard light(s), and photocell system if any, to continuously remain illuminated from dusk to dawn.

ARTICLE VIII

INSURANCE AND CASUALTY LOSSES

Section 1. INSURANCE. The Association is hereby authorized to purchase insurance on the Common Area in such amounts and with such companies as the Board shall deem appropriate, which shall include a liability policy covering the Common Area with a liability limit of at least one million dollars (\$1,000,000).

Section 2. LOSS OR DAMAGE TO THE COMMON AREA. In the event of loss or damage to the Common Area, which loss or damage is covered by insurance, the proceeds shall be paid to the Association as insurance trustee for the Members to cover such loss or damage and shall be applied to the repair, replacement or reconstruction of the Common Area, and any remaining insurance proceeds shall then be placed into the reserves for repair, replacement or reconstruction by the Association.

Section 3. REPAIR AND RECONSTRUCTION. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the costs thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Members. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 4. OTHER INSURANCE. In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, hazard insurance and workers compensation insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and a fidelity bond or bonds on Directors, Officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Board's best business judgment, but may not be less than three (3) months assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of The Federal Home Loan

Mortgage Corporation, the Federal National Mortgage Association, or the Federal Housing and Urban Development Department.

Section 5. DEVELOPER AS NAMED INSURED. Any policy of insurance, of whatever nature, which insures any risk connected with the Property, shall provide that the Developer is a named insured along with any other named insured so long as the Developer owns any portion of the Property.

ARTICLE IX

CONDEMNATION

Section 1. COMMON AREA TAKEN. Whenever all or any part of the Common Area shall be taken (or conveyed by the Board in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, each Member shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as trustee for all Members to be used as set forth herein.

Section 2. RESTORE COMMON AREA IMPROVEMENTS. If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Developer and at least seventy five percent (75%) of the Class A Members of the Association and the Board of Directors shall otherwise agree, the Association shall restore or replace such improvement so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors.

Section 3. REMAINING FUNDS. If the taking does not involve any improvement on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors shall determine; provided however, if improvements made to the Parkway by the Foundation are taken and not replaced, the Foundation shall have the right to make a claim for an award for the value of the improvements made to the Parkway by the Foundation which were taken and not replaced.

ARTICLE X

ASSESSMENTS AND LIEN

Section 1. AUTHORITY OF ASSOCIATION. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

Section 2. GENERAL ASSESSMENTS. General assessments shall be determined annually for the purpose of maintenance and management of the Association, the Common Area, and for the purpose of promoting the safety and the welfare of the Members. Without limiting the foregoing, general assessments shall be used for the payment of: operation, maintenance and management of the Association and the Common Area; property taxes and assessments against and insurance coverage for the Common Area; legal and accounting fees; maintenance of the streets and streetscape within the Property; security costs; reasonable management fees; normal repairs and replacements; charges for utilities used upon the Common Area; bulk rate cable television service for all Lots; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; the creation of reasonable reserves, and all other expenses deemed by the Board of Directors to be necessary and proper for reasonable management, maintenance, repair, operation and enforcement.

Section 3. BASIS AND COLLECTION OF GENERAL ASSESSMENTS. The Association through its Board of Directors shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet this estimate. All Members owning Class II Lots shall be assessed at one-half the rate of Members owning Class I Lots.

(a) Collected in Advance. General assessments shall be collected in advance monthly or otherwise as the Board in its sole discretion may determine. Classification of Lots as either Class I Lots or Class II Lots shall be determined for each Assessment period.

(b) Budget Preparation and Notice. It shall be the duty of the Board by November 30th of each year to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include operating accounts or reserve funds as the Board deems appropriate. The Board shall mail a notice of the time and place of the meeting and copies of the proposed annual budget of Common Expenses to each Member not less than ten (10) days prior to the Board meeting at which the budget will be considered. The meeting shall be open to all Members. If the proposed budget requires assessments against the Members in any fiscal or calendar year which exceed one hundred fifteen percent (115%) of the Assessments for the preceding year, the Board, upon written application of ten percent (10%) of the Members shall call a special meeting of the Members within thirty (30) days, upon not less than ten (10) days written notice to each Member. At the special meeting, Members shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all the Members. The Board may propose a revised budget to the Members at the Special

Meeting, or by the written consent of Owners without a meeting procedure in the Bylaws, and if the Board's revised budget is approved by an affirmative vote of a majority of the votes present in person or by proxy cast by the Members, the budget shall be adopted. If a special budget meeting has been called and a quorum is not obtained, or a substitute budget is not adopted by the Members, the budget initially proposed by the Board shall go into effect as scheduled. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in the prior year, any authorized provisions for reasonable reserves for repair or replacement of the Property or expenses by the Association which are not anticipated to be incurred on a regular basis, shall be excluded from the computation.

Section 4. SPECIAL ASSESSMENTS. The Association shall have the power and authority to levy and collect a special assessment from Members for all reasonable purposes including, but not limited to, the following: the acquisition of property by the Association; the cost of construction of capital improvements to the Common Area; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each Director and Officer of the Association. A special assessment shall be collectable in such manner as the Board of Directors shall determine. If a special assessment shall exceed the general assessment for the Member in that year in which the special assessment is to be held, it shall require the approval of the Members of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists as defined in the Bylaws and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of a majority of the votes present in person or by proxy.

Section 5. EMERGENCY SPECIAL ASSESSMENTS. The Association may levy an emergency special assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Such emergency special assessments may be used to pay for preventive, protective, or remedial construction, reconstruction, improvements, repairs, or replacements. Events justifying emergency special assessments include, but are not limited to, hurricanes, floods and fires. Emergency special assessments shall be collectable from Members in such manner as the Board of Directors shall determine.

Section 6. EFFECT OF NONPAYMENT OF ASSESSMENTS. The Association is hereby granted the right to assess and collect late fees and impose and foreclose liens upon each and every Lot and upon all appurtenances thereto and improvements thereon, which liens shall secure and do secure the monies for all Assessments now or hereafter levied against the Owner of such Lot. Such liens shall also secure interest and any charges and late fees due and owing on

any delinquent Assessment, as may be determined by the Board. Such liens shall also secure fines, and all costs and expenses of collection, including reasonable attorneys fees whether suit be brought or not, which may be incurred by the Association, in enforcing the lien. The Association is hereby granted the right to accelerate the balance of the calendar years Assessment and to consolidate said balance with any delinquent amount. The lien for Assessments shall be a charge on the land and a continuing lien upon the Lot for each such Assessment made subsequent to the lien. In addition, each Member shall be personally liable to the Association, for the payment of all Assessments, of whatever nature, including interest, fines, charges, late fees, and delinquent Assessments, together with all costs and expenses of collecting such Assessments including reasonable attorneys' fees whether suit be brought or not, which may be levied by the Association against such Member.

(a) Interest on Assessment and Acceleration Notice. An Assessment which is not paid when due shall bear interest from the date when due at the highest rate allowed by law per annum until paid, unless otherwise determined by the Board of Directors. In the event that the Member shall be more than fifteen (15) days delinquent in the payment of any Assessment, the Board may, after thirty (30) days prior written notice to the Member, accelerate the balance of the calendar years Assessments applicable to such Lot, and to foreclose said lien at the discretion of the Board. Payments received will be applied in the following order: to fines, late fees, interest, costs, attorneys fees, then assessments.

(b) Lien on Lot. The lien for delinquent Assessments shall remain attached to the Lot and Residential Unit until discharged, as provided herein. A Member may not waive or otherwise avoid liability for the Assessments provided for herein by non-use of the Common Area or by abandonment of its Lot or the Common Area.

Section 7. ASSESSMENTS SUBORDINATE TO INSTITUTIONAL FIRST MORTGAGE. The lien for Assessments shall be subordinate and inferior to any recorded Institutional First Mortgage in accordance with Florida law. The Association may, but shall not be obligated to, maintain a register of Institutional First Mortgagees. The written statement of the Association that a lien of the Association is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 8. ASSESSMENTS MADE TO FINANCE LITIGATION AGAINST THE DEVELOPER. In the event the Association, on its behalf or on behalf of some or all of its Members, commences to or seeks to commence litigation against the Developer based on matters related to the Property and, in regard to such litigation attempts to levy an Assessment of any nature, to finance such contemplated or actual

litigation or an appeal therefrom, that portion of the Property which is owned by the Developer shall be exempt from such Assessment.

(a) Nothing contained in the foregoing shall relieve the Developer of its obligation to pay Assessments on the Property where required to do so, provided such Assessments are not used for the purpose of financing litigation, or appeals therefrom, against the Developer.

Section 9. EXEMPT PROPERTY. The Board of Directors shall exempt the following property from general, special and emergency special assessments, charges and liens created herein if such property is used, and so long as such property is used for the purposes set forth in this Declaration. Nothing contained herein shall exempt the properties described in this Section from the requirements as provided in Article VII of this Declaration. The following property is for the benefit of all Members and residents and shall be exempt from general, special and emergency special assessments, and charges and liens related thereto. Costs related to the properties shall be included in the Assessments made to the Members:

(a) Any easements or other interests therein dedicated and accepted by a public authority and/or dedicated to public use.

(b) The Common Area.

(c) To the extent agreed to by the Board of Directors, all portions of the Property which are exempt from ad valorem taxation by the laws of the State of Florida.

Section 10. PAYMENTS BY DEVELOPER. In lieu of the payment of any general assessments, Developer, at its election, shall be responsible in the first two (2) years of operation of the Property only for the payment of that portion of the actual Common Expenses which exceeds the amount paid by Members other than the Developer, (the "Deficit"). The Developer shall pay the Deficit on a quarterly basis, as needed for the continued operation of the Association. Developer may elect at any time within thirty (30) days of the end of any quarter to pay Assessments attributable to each Lot owned by the Developer, rather than to pay the Deficit, during the forthcoming quarter.

Section 11. CAPITAL CONTRIBUTION. All initial purchasers of Residential Units shall be required to make a one time capital contribution of at least \$150 per Lot, as may be increased hereafter by the Developer, available for the purposes and uses as determined by the Board. Additionally, Owners shall pay the costs to establish an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas in the amounts determined proper and sufficient by the Board. Said initial contribution and

subsequent reserve funds are referred to as the "Capital Contributions". Each Owner acknowledges, understands and consents that Capital Contributions are the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such Capital Contributions or funds composed of the same.

ARTICLE XI

ARCHITECTURAL STANDARDS

Section 1. ARCHITECTURAL REVIEW BY THE ASSOCIATION. The Association shall have jurisdiction in only aesthetic matters over all original construction and landscaping on any portion of the Property. The Association can set architectural standards and procedures in only aesthetic matters which the Unit Owners shall be required to comply with. The Association shall have full authority to prepare and to amend the standards and procedures as it deems appropriate. The Developer may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than the Association or the local standards prescribed in applicable building, zoning, or other local governmental codes.

Section 2. ARCHITECTURAL & LANDSCAPE REVIEW COMMITTEE. The Architectural & Landscape Review Committee (the "ARC") of the Board of Directors shall have exclusive jurisdiction in only aesthetic matters over modifications, additions, or alterations made on or to existing Residential Units or structures and the open space, if any, appurtenant thereto and any other improvements made upon the Property subject in all cases to final review by the Board of Directors; provided, however, that the ARC may delegate this authority, subject to the ARC's review, to the appropriate board or committee of any association, or so long as the ARC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the ARC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice from the ARC.

(a) Plans and Specifications Submission. The ARC may promulgate detailed standards and procedures governing its area of responsibility and practice in only aesthetic matters. In addition thereto, the following guidelines shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the ARC for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. Further, the ARC does not have the right to approve of plans that are in violation of any county ordinance, and/or regulations and/or Southern Standard

Building Code. Further, should said municipalities, county, and/or the Southern Building Code require as a condition precedent, approval of a municipality, county, and/or a regional commission, said approval shall be a condition precedent to submission to the ARC. Owner shall be responsible for all building permits, approvals, and inspections, if any. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild or replace in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his residence, or to paint the interior of his residence any color desired, unless said remodeling or painting is determined by the ARC to be in conspicuous view, mandating the necessity of ARC approval. In the event that within forty-five (45) days after final submission of the plans and additional information reasonably required by the ARC, the ARC fails to approve or disapprove such plans, the plans shall be deemed approved.

Section 3. DEVELOPMENT STANDARDS. Similar models of homes and similar exterior color packages of homes shall not be located next to one another, or directly across the street from one another, unless the prior written approval of the ARC is obtained, which approval is in the sole and absolute discretion of the ARC.

ARTICLE XII

TRANSFER OF OWNERSHIP AND LEASING

Section 1. NOTICE. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, the transfer of a Residential Unit by any Member other than Developer shall be subject to the following provisions, which each Member covenants to observe:

(a) Sale. A Member intending to make a bona fide sale of his Residential Unit, or any interest therein, shall give written notice to the Association of such intention, together with the name and address of the intended purchaser, a copy of the purchase contract, and such other information concerning the intended purchaser as the Association may reasonably require.

(b) Lease. Leasing in any manner which violates the single family use restriction is prohibited. Any Member intending to make a bona fide lease of his Residential Unit shall give to the Association, notice of such intention in writing, together with the name and address of the intended lessee, the term of the lease, a copy of the lease and such other information concerning the intended lessee as the Association may reasonably require. All such leases shall be in writing and

shall be for a term of not less than three (3) months, and a Residential Unit shall not be leased more than four (4) times in any twelve (12) month period. Further, all leases of Residential Units shall provide that the lessee shall be subject in all respects to the terms and conditions of this Declaration and that any failure by the lessee to comply with such terms and provisions shall constitute a material breach of the lease. The lease may also state who shall be responsible for payment of Assessments which shall be assessed by the Association, provided however nothing contained in such lease shall modify the Member's obligation for payment of Assessments to the Association. The Association may require such other lease provisions as it shall from time to time deem appropriate. Unless expressly provided to the contrary in a lease, a Member, by leasing his Residential Unit, automatically delegates his rights of use and enjoyment of the Common Area to the lessee of the Residential Unit and in so doing, the Member relinquishes said rights during the term of the lease.

Section 2. GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS. An Owner who has obtained title by gift, devise or inheritance, or by any other manner not previously mentioned, shall give to the Association, notice of the acquisition of title, together with such information concerning the Owner as the Association may require.

Section 3. FAILURE TO GIVE NOTICE. If the above required notice to the Association is not given, the Association may deny the unauthorized Owner, lessee or occupant of a Residential Unit the use of the Common Area, Association facilities, and may take such other action at law and/or equity to divest the unauthorized Owner, lessee or occupant of record title and/or possession of the Lot and the Residential Unit situated thereon.

Section 4. CERTIFICATES OF APPROVAL OR DISAPPROVAL.

(a) Timing and Processing Fee. Except as otherwise provided hereinbelow, within ten (10) days of receipt of such notice and complete information, the Association shall cause a Certificate of Approval to be executed by any Officer or authorized agent of the Association. The Association shall have the right to charge the Member a fee not to exceed fifty dollars (\$50.00) for the processing of this information.

(b) Notice of Disapproval. In the event that a Member is delinquent in paying any Assessment or that a Member, his family, guests, tenants, licensees or invitees are not in compliance with any provisions of this Declaration, or any Rules and Regulations adopted by the Association, the Association shall have the right to disapprove the proposed sale or lease by sending a notice of disapproval to the Member within ten (10) days after receipt of notice and information.

and no change in the condition of the soil or the level of the land of the Property or any Lot thereon shall be made, which results in any permanent change in the flow or drainage of surface water of or within the Property, without the prior written consent of the Board, and the South Florida Water Management District. The removal of preserved trees and vegetation is prohibited, without the prior written consent of the Board, and the City Forester.

Section 5. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Board.

Section 6. ANTENNAE AND AERIALS. Except as may be permitted by the ARC, no antennae, satellite dish, aerials or cable reception equipment shall be placed or erected upon any Lot or affixed in any manner to the exterior of any Residential Unit.

Section 7. GARBAGE. In order to preserve the beauty of the Property, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any portion of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board, in proper-sized, closed plastic bags for curb side pickup as required, but no sooner than the evening before the scheduled pickup. Garbage cans should not be loaded to exceed forty-five (45) gallons and shall be on wheels. All containers, dumpsters and other garbage collection facilities shall be screened from view from outside the Lot upon which they are located and kept in a clean condition with no noxious or offensive odors emanating from them.

Section 8. SUBDIVISION AND PARTITION. The Lots shall not be subdivided or partitioned further than as provided in this Declaration or in any plat of the Property.

Section 9. TEMPORARY STRUCTURES. No tents, trailers, vans, shacks or other temporary buildings or accessory structures shall be constructed or otherwise placed upon the Property except in connection with construction, development or sales activities permitted under this Declaration or with the prior written consent of the Developer.

Section 10. MOTOR VEHICLES, TRAILERS, BOATS

(a) The residents of any Lot may keep within their Lot, in a designated parking area, no more than one (1) small truck or van of the type commonly used as a private passenger vehicle, so long as NO commercial equipment nor lettering or graphics is exposed. Commercial lettering shall be defined as any lettering or graphics referring to a commercial business, undertaking, or service. Additional small trucks or vans of the type commonly used as a private passenger vehicle must be

kept fully enclosed inside a garage, the door to which is kept closed.

(b) No vehicle which is unlicensed or inoperable may be kept on the Property unless kept fully enclosed inside a garage.

(c) No commercial vehicles of any kind shall be permitted to be parked for a period of more than four (4) hours, unless the same is temporarily present and necessary in the actual construction or repair of a Unit or to the service of the same.

(d) No commercial vehicle of any kind shall be parked overnight, and no boat, boat trailers, buses, or trailers of any kind, campers, recreation vehicles or mobile homes shall be permitted to be parked within the Property at any time unless kept fully enclosed inside a garage, the door to which is kept closed.

(e) No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot other than very minor repairs, cleaning or waxing which is completed in less than 24 hours.

(f) No truck, van, commercial vehicle, boat, camper or mobile home shall be used as a domicile or residence, either permanent or temporary.

(g) No motorized vehicle (including without limitation all-terrain vehicles or cycles, dirtbikes and other off-road recreational vehicles) shall be operated anywhere within the Property except on streets or roadways and then only if the vehicle and the driver are appropriately licensed.

(h) In addition to other remedies of the Association under this Declaration, the Board shall have the right to impose a fine upon any Member for any breach or violation of this Section, and, in addition, the right to tow away, or cause to be towed away, any boat, motor vehicle, trailer, etc., placed, parked or stored within the Property in violation of this Section. The amount of any fine imposed by the Board and the cost of any towing and related storage charges, if any, incurred by the Board, shall be assessed against the responsible Member, shall become a lien upon his Lot and Residential Unit and shall be enforced and collected in the manner provided in Article X.

Section 11. SIGNS. No signs of any kind, including window signs, shall be displayed in public view upon any Lot or Residential Unit, except for the following:

(a) The Developer may place professional signs on the Property, advertising Residential Units and Lots.

(b) An Owner may place on his Lot one (1) professional sign not larger than 20" x 30", advertising the Owner's Residential Unit for sale.

(c) The size and design of all signs except those described in subsections (a) and (b) shall be subject to approval by the Board.

Section 12. ANIMALS AND PETS. Only common household pets, no more than two (2) per species, may be kept upon any Lot or Residential Unit, but in no event for the purpose of breeding, or for any commercial purpose whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of Property. Permitted pets shall be appropriately leashed and controlled in accordance with such Rules and Regulations as may be promulgated from time to time by the Board. Under no circumstances shall animals be permitted within the Common Area, unless in a section of the Common Area expressly designated for their use by the Board.

Section 13. BARBECUES. Residents and their guests shall be permitted to locate and use moveable barbecues upon their respective Lots, provided they are located and used in the rear of the Residential Units, and shall be subject to such Rules and Regulations as may be promulgated from time by the Board, and shall be subject to any City, County or State requirements.

Section 14. GARAGE. No garage shall be enclosed or converted to another use.

Section 15. INCREASE IN INSURANCE RATES. No Member shall engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering any portion of the Property not owned by the Member.

Section 16. FRONT YARDS. No fences, walls, or other permanent or fixed structures are permitted within the Front Yard area of each Lot.

Section 17. LAKE. Residents and their guests may utilize the Lake for fishing from the shore, sailing, canoeing, paddleboating, and raft boating, provided said fishermen and boaters do not go upon any Lot without the permission of the Lot Owner. Docks of any kind shall not be constructed on the Lakeshore or on the Lake. No swimming is allowed in the Lake. Boats with motors of any kind shall not be operated in the Lake. Boats must be stored inside the Unit and shall not be stored on the Lake or the Lakeshore. Water levels in the Bent Tree Lake may decline significantly at certain times as a result of the wellfield pumpage. Well pumping from the

Lake or from any Lot by Lot Owners is prohibited. Use of the Lake shall not disturb the Surface Water Management System and is subject to regulation by the South Florida Water Management District.

Section 18. PARKWAY SYSTEM. See the Parkway Declaration for prohibited acts and restrictions on the use of the Parkway System.

Section 19. RULES AND REGULATIONS. The Board may promulgate from time to time Rules and Regulations that are in addition to and consistent with these Use Restrictions.

ARTICLE XIV

REMEDIES, WAIVER AND SEVERABILITY

Section 1. REMEDIES FOR VIOLATIONS. Violation or breach of any condition, restriction or covenant herein contained shall give to the Developer, the Association, and any aggrieved Members, jointly and severally, in addition to all other remedies prescribed herein, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants, and to prevent the violation or breach of any of them. See the Parkway Declaration for remedies to the Foundation for any breach or violation of the Parkway Declaration. The expense of such litigation shall be borne by the Member who is the subject of the litigation, or by the Association, provided such proceeding results in a finding that such party was in violation of this Declaration or a part thereof. Expenses of litigation shall include, but not be limited to, reasonable attorneys fees incurred by the party or parties in seeking such enforcement.

(a) Fines. The Board may impose a fine or penalty on any Member or occupant of a Residential Unit who does damage to the Common Area or for willful breach of prohibited activities after notice and opportunity to remedy, as provided for in this Article, or may charge such Member or occupant for all expenses incurred by the Association to repair or replace the Common Area. For the purpose of this Article, whenever a family member, guest, invitee, lessee, employee or agent of a Member causes such damage to the Common Area, or otherwise commits an act which constitutes a prohibited activity, the Member shall be deemed to have caused such damage. Any fine imposed in accordance with this Section shall be a personal obligation of the Member and shall constitute a charge against his Lot or Residential Unit until paid.

(b) Abatement. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built or placed on any Lot any structure or improvement which is in violation of these restrictions, to enter in and upon the Lot or Residential Unit where such violation exists and summarily to abate or remove the same at the sole expense

of the Member. Entry and abatement may be made only after the Association has complied with the requirements of Section 4 of this Article. If the Association determines that a violation of these restrictions exists, entry and abatement or removal shall not be deemed a trespass, an express easement by the Member being hereby granted.

(c) Violation Fines. The Board shall have the authority to impose fines upon any Member or occupant who violates the terms of this Declaration, as same may be established. The imposition of fines shall only be made in accordance with the terms of Section 4 of this Article.

Section 2. WAIVER AND FAILURE TO ENFORCE. Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing. The extinguishment of any right or power herein contained shall not impair or affect any of the covenants, conditions, restrictions or agreements so far as any future or other breach is concerned. Failure to enforce any building restriction, covenant, condition, obligation, reservation, right, power or charge herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce such covenant as to the breach or violation. Failure to enforce same shall not give rise to any liability on the part of the Developer or the Association with respect to parties aggrieved by such failure.

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. PROCEDURE TO BE FOLLOWED IN THE EVENT OF VIOLATION OF THIS DECLARATION. The Association shall not impose a fine (a late charge does not constitute a fine), or suspend voting rights of a Member or occupant for the violation of the terms and covenants of this Declaration, Articles, Bylaws or any Rules or Regulations which may be promulgated by the Association unless and until the following procedure is followed:

(a) Demand Letter. Written demand to cease and desist from an alleged violation shall be sent by the Board or its authorized delegate upon the Member or occupant allegedly in violation which shall specify:

- (i) The alleged violation;
- (ii) The action required to abate the violation; and
- (iii) A time period, of not less than ten (10) days, except where immediate action is appropriate during which the violation may be abated without further sanction, if

such violation is a continuing one, or a statement that any further occurrence of the same violation may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner may present reasons why fines should not be imposed.

(c) Hearing. Evidence of noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear evidence and reasons why fines should not be imposed if offered by the Owner. A written decision of the Board of Directors shall be sent to the Owner by no later than thirty (30) days after the Board of Directors meeting.

(d) Fines. The Board of Directors may impose individual assessments as fines against the Owner's Lot as follows:

1. First noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).
2. Second noncompliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).
3. Third and subsequent noncompliance, or violation or violations that are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(e) Payment of Fines. Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment of the fines.

(f) Collection of Fines. Fines shall be treated as an individual assessment otherwise due to the Association.

(g) Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

(i) Appeal. After the written decision of the Board, the alleged violator or aggrieved party shall have the right to appeal the decision to the Circuit Court of Palm Beach County.

To perfect this right, the appeal must be filed within thirty (30) days after the date of the written decision.

ARTICLE XV

DEVELOPER'S RIGHTS AND VETO POWER

Section 1. DEVELOPER'S RIGHTS. The Developer hereby reserves to itself, and the grantee of any Lot or Residential Unit hereby agrees, by acceptance of a deed of conveyance thereto, that the Developer shall have the following rights, without limitation or qualification or the necessity of consent or approval by the Members, so long as the Developer owns any portion of the Property, including property owned by the Developer as the result of any reconveyance of the Property, or until the Developer causes to be recorded in the Public Records of Palm Beach County, Florida, a Certificate of Termination of Interest in the Property which Certificate terminates any and all right, title, interest and obligation of the Developer in the Property.

- (a) The right to dispense pesticides throughout the Property;
- (b) The right to establish easements for itself over any portion of the Property owned by the Developer;
- (c) The right to maintain Lots and the Residential Units situated thereon if the Members fail to do so, including, wherever there shall have been built on any Lot any structure or improvement which is violation of this Declaration, the right to enter in and upon the said Lot or Residential Unit where such violation exists and summarily to abate or remove the same at the sole expense of the Member;
- (d) The right to maintain an easement, for construction staging purposes, across any Lot within the Property;
- (e) So long as the Developer retains control of the Board of Directors of the Association, the Developer shall have the right to appoint Members of the Board of Directors, in accordance with the Bylaws of the Association and to approve or disapprove the appointment of all Officers of the Association. In the event the Developer shall enter into any contracts or other agreements for the benefit of the Members, the Developer may, at its option, assign its obligations under the agreements to the Association, and in such event, the Association shall be required to accept such obligations.

Section 2. VETO POWER. The Developer hereby expressly reserves to itself, and any grantee of any Lot or Residential Unit hereby agrees, by acceptance of a deed of conveyance thereto, that the Developer shall have the right to veto any or all of the following events so long as the Developer owns any part of the

Property, including property owned by the Developer as the result of any reconveyance of the Property, or until the Developer causes to be recorded a Certificate of Termination of Interest in the Property, which Certificate terminates any and all right, title, interest and obligation of the Developer in the Property.

- (a) Attempted amendment of this Declaration, or any exhibits hereon;
- (b) Any management contracts entered into by the Association or the Board;
- (c) Any reduction made to any security system within the Property;
- (d) Attempted relocation or removal of any recreational facilities or amenities within the Property;
- (e) Any assessment for capital improvements which are imposed by the Association on any portion of the Property owned by the Developer;
- (f) Any settlement of any claim made by the Association to collect upon any policy of casualty insurance which insures the Common Area;
- (g) Any attempted cancellation or reduction of insurance coverage insuring all or any part of the Property;
- (h) Any attempted dissolution of the Association by a vote of the Members of the Association; and
- (i) Any attempted dedication of any portion of the Common Area to the City, the County or other governmental entity.

ARTICLE XVI

MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders of Institutional First Mortgages on Residential Units within the Property. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the Bylaws of the Association. Notwithstanding the requirements of Article XVIII, the Board may amend the terms and provisions of this Article without the consent of the Owners.

Section 1. NOTICES OF ACTION. A holder, insurer, or guarantor of a Institutional First Mortgage, which provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Residential Unit number or street address of the mortgaged premises), thereby

becoming an "eligible holder", will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Residential Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Residential Unit subject to the Institutional First Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of an Institutional First Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Residential Unit of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of holders of Institutional First Mortgages.

Section 2. FEDERAL HOME LOAN MORTGAGE CORPORATION PROVISION.
So long as required by the Federal Home Loan Mortgage Corporation (the "Mortgage Corporation"), the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the Institutional First Mortgagees of Owners, or two-thirds (2/3) of the Members give their consent, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer a material portion of the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against a Member;

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residential Units and of the Common Area (the issuance and amendment of architectural standards and procedures and regulations and use restrictions under Articles

XI and XIII hereof shall not constitute a change, waiver, or abandonment within the meaning of this subsection);

(d) Fail to maintain all risk coverage insurance, as may be required by this Declaration; or

(e) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

Section 3. Nothing contained in Article XVI, Section 2, of this Declaration shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration for any of the acts set out in said Section 2.

Section 4. Institutional First Mortgagees of Owners may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for the Common Area, and Institutional First Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 5. HUD/VA PROVISIONS. Annexation of additional properties, dedication of Common Area, amendment of the Declaration, dissolution and amendment of the Articles, and amendment of the Bylaws, requires HUD/VA approval as long as there is a Class B membership.

ARTICLE XVII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Every Director and Officer of the Association, shall be indemnified by the Association against all expenses and liability, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or which he may become involved by reason of his being or having been a Director or Officer, whether or not his being or having been a Director or Officer, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases where the Director or Officer, is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, but not exclusive of all other rights to which such Officer or Director, may be entitled. This obligation shall be

funded by Directors and Officers liability insurance as is reasonably available wherever possible, which insurance shall be a Common Expense of the Members.

ARTICLES XVIII

GENERAL PROVISIONS

Section 1. AMENDMENT. This Declaration may be amended in the following manner.

(a) Prior to the sale of the first Residential Unit to a Member, the Developer may amend this Declaration on its own initiative.

(b) Subsequent to the sale of the first Residential Unit to a Member, the Declaration may be amended at any time and from time to time upon the execution and recordation of an amendment approved by Members holding not less than two-thirds (2/3) of the voting interests of the membership, provided that, so long as the Developer is the Owner of any Lot or any property affected by this Declaration or amendment hereto, no amendment will be effective without the Developer's express written consent.

(c) Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Area, must have the prior approval of the South Florida Water Management District.

(d) Any amendment hereof which would amend the Parkway Declaration must have the approval of the Foundation.

Section 2. ASSIGNMENT. All of the rights, powers, obligations, easements and estates reserved by, or granted to the Developer or the Association, may be assigned by the Developer or the Association, respectively, as the case may be. Any assignment by the Association must be approved in writing by the Developer. After such assignment, the assignee shall have the same rights and powers, and be subject to the same obligations and duties as were the Developer or the Association prior to the assignment, and the Developer and the Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates arising after such an assignment.

Section 3. OWNER'S ACCEPTANCE OF COVENANTS, CONDITIONS AND RESTRICTIONS. Every Owner, by virtue of his acceptance of the deed of conveyance to his Lot or Residential Unit and other parties by virtue of their occupancy or use of any part of the Property, hereby approve all of the terms and conditions, duties and obligations contained in this Declaration and all Exhibits thereto.

Section 4. HEADINGS, CAPTIONS AND TITLES. The headings, captions and titles contained herein are for ease of reference only, and do not constitute substantive provisions of this instrument. They shall in no way affect the subject matter or any of the terms and provisions under them nor the terms and provisions of this Declaration.

Section 5. CONTEXT. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form and the singular form of any nouns and pronouns may be deemed to mean the corresponding plural form, and vice versa.

Section 6. ADDITIONAL USE RESTRICTIONS. Additional use restrictions may be filed and imposed by the Developer in connection with the recordation of any plat affecting all or any part of the Property, provided the same are not inconsistent with the provisions hereof.

Section 7. DECLARATION PREVAILING OVER OR CONFLICTING WITH GOVERNMENT REGULATIONS. Where this Declaration impose minimum standards in excess of any law, ordinance, code, rule or regulation of government authorities having jurisdiction over the Property ("Laws"), this Declaration shall prevail. Where the Declaration conflicts with the Laws, such Laws to the extent of such conflict, shall prevail.

Section 8. EFFECTIVE DATE AND GOVERNING LAW. This Declaration shall become effective upon its recordation in the Public Records of the County, and shall be construed in accordance with the laws of the State of Florida.

ARTICLE XIX

TERM

All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five (75%) percent of the votes of the Members then existing has been recorded, agreeing to change or terminate these covenants and restrictions.

IN WITNESS WHEREOF, the Developer and the Association have caused this instrument to be executed in its name by its undersigned duly authorized Officers, and its corporate seal to be hereunto affixed, the day and year first above written.

DEVELOPER:

M/I SCHOTTENSTEIN HOMES, INC.

Witness: Sharon Musgrove

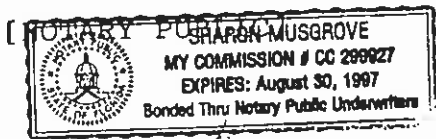
By: Richard N. Kleisley
Richard N. Kleisley
Vice President, Division Manager

Witness: Sharon Musgrove

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized to take acknowledgments, personally appeared Richard N. Kleisley, Vice President, Division Manager of M/I SCHOTTENSTEIN HOMES, INC., an Ohio corporation, and he acknowledged before me that he executed the foregoing instrument in the name of and on behalf of said corporation; that he is duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation. He is personally known to me or has produced _____, as identification. Witness my hand and official seal in the County and State aforesaid, this 3 day of August, 1994.



Sharon Musgrove
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: 8/30/97

ASSOCIATION:

Witness: Sharon Musgrove

BENT TREE PROPERTY OWNERS
ASSOCIATION, INC.

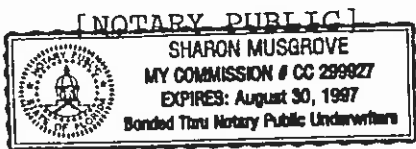
Witness: Sharon Musgrove

By: Charles C. Sharman
Charles C. Sharman, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized to take acknowledgments, personally appeared Charles C. Sharman, the President of BENT TREE PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, and he acknowledged before me that he executed the foregoing instrument in the name of and on behalf of said corporation; that he is duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation. He is personally known to me or has produced _____, as identification. Witness my hand and official seal in the County and State aforesaid, this 3 day of August, 1994.



Sharon Musgrove
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: 8/30/97

CONSENT
BY THE JOHN D. AND CATHERINE T. MacARTHUR FOUNDATION

The John D. and Catherine T. MacArthur Foundation, an Illinois not-for-profit corporation, qualified to do business in the State of Florida, consents as to the making of the Declaration of Covenants, Conditions and Restrictions for Bent Tree Property Owners Association, Inc. This consent is as required by Paragraph 5.02 of the Agreement of Easements, Covenants, and Restrictions recorded March 16, 1994 in Official Records Book 8169, Pages 772 through 786 of the Public Records of Palm Beach County, Florida.

JOHN D. AND CATHERINE T. MacARTHUR
FOUNDATION, an Illinois Not-For-
Profit Corporation

WITNESSES:

[Signature]
Kaye Sauls

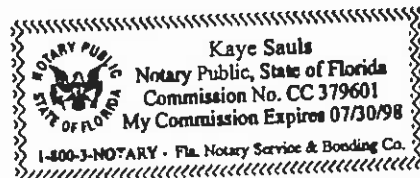
By: [Signature]
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH


BEFORE ME, the undersigned authority, personally appeared L. L. Landry who acknowledged before me that he/she, as a duly qualified officer of said corporation, executed this Consent, and that the same is the act and deed of said corporation. He/She is personally known to me ~~or has produced~~ as identification. IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this 18th day of August, 1994.

[NOTARY PUBLIC]

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: _____



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BENT TREE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on May 10, 1994, as shown by the records of this office.


I further certify the document was electronically received under FAX audit number H94000004238. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N94000002325.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Tenth day of May, 1994

Authentication Code: 194A00021791-051094-N94000002325-1/1




Jim Smith
Secretary of State

FAX AUDIT NO.: H94000004238

ARTICLES OF INCORPORATION
OF
BENT TREE PROPERTY OWNERS
ASSOCIATION, INC.

A Florida Corporation Not for Profit

Exhibit "A" to Declaration of Covenants, Conditions and
Restrictions for Bent Tree Property Owners
Association, Inc.

PREPARED BY & RETURN TO: WC-53
Curtis L. Shenkman, Esq.
DeSantis, Gaskill & Hunston, P.A.
11891 U.S. Highway One
North Palm Beach, Florida 33408
(407) 622-2700
Florida Bar No.: 438911
MIHOMES\BENTTREE\BentTree.Art\4-19-94

FAX AUDIT NO.: H94000004238

FAX AUDIT NO.: H94000004238

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BENT TREE PROPERTY OWNERS ASSOCIATION, INC.
Florida Corporation Not for Profit

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FAX AUDIT NO.: H94000004238

FAX AUDIT NO.: H94000004238

ARTICLES OF INCORPORATION
OF
BENT TREE PROPERTY OWNERS
ASSOCIATION, INC.

The undersigned, being of full age and competent to contract in the State of Florida do, in accordance with the provisions of Chapter 617, Florida Statutes, hereby voluntarily make, subscribe, acknowledge and file in the office of the Secretary of State of Florida, for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida, these Articles of Incorporation, as provided under the law:

ARTICLE I

NAME AND PRINCIPAL PLACE OF BUSINESS

The name of this corporation shall be Bent Tree Property Owners Association, Inc., hereinafter referred to as the "Association" and its duration shall be perpetual. The principal office of the Association shall initially be located at:

901 North Lake Destiny Drive
Suite 185
Maitland, Florida 32751

or at such other place as may be designated, from time to time, by the Board of Directors.

ARTICLES II

PURPOSE

The purpose for which the Association is organized is to engage as a corporation not for profit in protecting the value of the Property of the Members of the Association, to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Bent Tree Property Owners Association, Inc. (the "Declaration") to be recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, including the establishment and enforcement of payment of charges and assessments contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their Property. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

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ARTICLE IIIPOWERS

The powers of the Association shall include and be governed by the following provisions:

Section 1. COMMON LAW AND STATUTORY POWERS. The Association shall have all of the common law and statutory powers of a corporation not for profit including, but not limited to, those powers set forth and described in Chapter 617, Florida Statutes, as the same may be amended from time to time, together with, or as limited by, those powers conferred on the Association by the Declaration, these Articles, and the Bylaws of the Association, all as may be amended from time to time.

Section 2. NECESSARY POWERS. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

- A. To operate and manage the Common Area in accordance with the purpose and intent contained in the Declaration;
- B. To make and collect Assessments against Members to defray the Common Expenses;
- C. To use the proceeds of Assessments in the exercise of its powers and duties;
- D. To maintain, repair, replace and operate the Common Area and the improvements located thereon;
- E. To reconstruct improvements upon the Common Area after casualty;
- F. To make and amend the Bylaws and Rules and Regulations of the Association respecting the use of the Property;
- G. To pay all taxes and other assessments which are liens against the Common Area;
- H. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws and the Rules and Regulations of the Association;
- I. To provide for management and maintenance, and, in its discretion, to authorize a management agent to assist the Association in carrying out its powers and duties by performing

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such functions as collection of assessments, preparation of records, enforcement schedules and maintenance of the Common Area. The Association shall, however, retain at all times the powers and duties granted it by common law, Florida Statutes and local ordinances including, but not limited to, the making of assessments, the promulgation of Rules and Regulations, and the execution of contracts on behalf of the Association;

J. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, and convey real and personal property;

K. To do and perform all such other acts and things permitted and to exercise all powers granted to a corporation not for profit under the laws of the State of Florida as those laws now exist or as they may hereafter provide.

Section 3. FUNDS AND TITLE TO PROPERTIES. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration.

Section 4. LIMITATIONS. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Membership and voting rights shall be as set forth in the Declaration and Bylaws.

ARTICLE V

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors. Until such time as the Developer relinquishes control of the Association, as described in the Declaration and Bylaws, the Developer shall have the right to appoint a majority of the members of the Board of Directors. Further, no Director appointed by the Developer or the Board of Directors need be a Member; however, all Directors elected by members other than the Developer on the Board of Directors must be Members. The initial Board shall consist of three (3) Directors. The Developer shall be entitled at any time,

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and from time to time, to remove or replace any Director originally appointed by the Developer. The Developer may waive or relinquish in whole or in part any of its rights to appoint any one or more of the Directors it is entitled to appoint. The following persons shall constitute the initial Board of Directors:

<u>Name</u>	<u>Address</u>
Jack B. Hansen	901 North Lake Destiny Drive Suite 185 Maitland, Florida 32751
Charles C. Sharman	901 North Lake Destiny Drive Suite 185 Maitland, Florida 32751
Richard N. Kleisley	901 North Lake Destiny Drive Suite 185 Maitland, Florida 32751

ARTICLE VI

OFFICERS

The Officers named herein shall serve until replaced by the Developer or until the first regular meeting of the Board of Directors, which ever shall occur first. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of the Board of Directors, or until their successors shall have been appointed and shall qualify. So long as the Developer retains control of the Association, as defined in the Declaration, no Officer elected by the Board shall serve the Association until such time as the Developer approves the Officer. Upon the election of an Officer by the Board of Directors, whether the election of an Officer by the Board of Directors, whether the election occurs at the annual meeting or otherwise, the Board shall forthwith submit the name of such newly appointed Officer or Officers, as the case may be, in writing, to the Developer. The Developer shall approve or disapprove said Officer, or Officers, within twenty (20) days after receipt of said name or names. In the event the Developer fails to act within such time period, such failure shall be deemed approval by the Developer. The initial Officers shall consist of a President, Vice President, Secretary, and Treasurer. The following persons shall serve as initial Officers of the Association:

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<u>NAME</u>	<u>TITLE</u>
Charles C. Sharman	President
Jack B. Hanson	Vice President
Richard N. Kleisley	Secretary/Treasurer

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Officer and Director of the Association shall be indemnified by the Association as provided in the Declaration and Florida Statute Chapter 617.

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator and subscriber to these Articles of Incorporation is:

<u>Name</u>	<u>Address</u>
Charles C. Sharman	901 North Lake Destiny Drive Suite 185 Maitland, Florida 32751

ARTICLE IX

BYLAWS

The Bylaws of the Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the Bylaws conflict with these Articles of Incorporation or the Declaration. Until such time as the Developer relinquishes control of the Association, no amendments to the Bylaws shall be effective unless the Developer shall have joined in and consented thereto in writing.

ARTICLE X

AMENDMENTS

SECTION 1. Alteration, amendment or rescission of these Articles shall be proposed and adopted in the following manner:

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(a) The Board shall adopt a resolution setting forth the proposed amendment, and directing that it be submitted to a vote at a meeting of the Members, which may be either at the annual or a special meeting.

(b) Written notice setting forth a proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon, which meeting may not occur less than ten (10) days nor later than thirty (30) days from the giving of notice of the meeting to consider the proposed amendment.

(c) At such meeting of the Members, a vote of the Members entitled to vote thereon, as provided in the Declaration, shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes cast by the Members present in person or by proxy at such meeting.

SECTION 2. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

SECTION 3. If a majority of the Members eligible to vote sign a written statement manifesting their intentions that an amendment to the Articles be adopted, then the amendment shall thereby be adopted as though the procedure set forth in Section 1 of this Article has been satisfied.

SECTION 4. For so long as either the Developer is the Owner of any lot or any property affected by these Articles or amendment hereto, no amendment will be effective without the Developer's express written consent.

SECTION 5. These Articles of Incorporation of the Association may be amended, altered or rescinded as provided in Florida Statute Chapter 617.

ARTICLE XI

REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be Charles C. Sharman, whose street address is 901 North Lake Destiny Drive, Suite 185, Maitland, Florida, 32751. The Association shall have the right to designate subsequent registered agents without amending these Articles of Incorporation.

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FAX AUDIT NO.: H94000004238

IN WITNESS WHEREOF, the undersigned, being the subscriber hereto, have hereunto set my hand and seal this 30 day of April, 1994.

Signed, sealed and delivered in the presence of :

Clarry Benvenuto
Terrell Carter

Charles C. Sharman
Incorporator

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Articles of Incorporation were acknowledged before me this 30 day of April, 1994 by Charles C. Sharman, personally known to me or who produced a Florida Drivers License as identification, the incorporator and subscriber named therein.

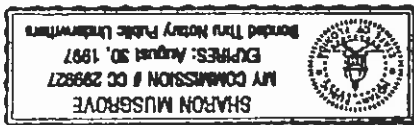
(NOTARY SEAL)

Sharon Musgrove
Notary Public, State of Florida

Printed Name: SHARON MUSGROVE

My Commission Number: _____

My Commission Expires: _____



CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE OF
PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Section 48.091 and 617.023, Florida Statutes, the following is submitted in compliance with said Statutes:

THAT, Bent Tree Property Owners Association, Inc., desiring to organize under the laws of the State of Florida, with its principal offices at 901 North Lake Destiny Drive, Suite 185, Maitland, Florida, 32751 has named Charles C. Sharman, whose address is 901 North Lake Destiny Drive, Suite 185, Maitland, Florida, 32751, as its agent to accept service of process within the State of Florida.

FAX AUDIT NO.: H94000004238

FAX AUDIT NO.: H94000004238

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated Association, at the place designated in this Certificate, Charles C. Sharman hereby accepts the responsibility to act in this capacity, and agree to comply with the provisions of said Statute relative to keeping open said office.

Dated this 30 day of April, 1994

Bent Tree Property Owners Association, Inc.

By: 

Charles C. Sharman, Registered Agent - Florida

FAX AUDIT NO.: H94000004238

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**AMENDMENT TO THE BY-LAWS OF
BENT TREE PROPERTY OWNERS ASSOCIATION, INC.**

The original Declaration of Covenants, Conditions and Restrictions for Bent Tree Property Owners Association, Inc. is recorded in Official Record Book 8403 Page 1087, of the Public Records of Palm Beach County, Florida. The original By-Laws of Bent Tree Property Owners Association, Inc. is recorded in Official Record Book 8403 Page 1141, of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1. Article III, Section 6, of the By-Laws is amended as follows:

Section 6. Term of Office. At the election in November 2000, seven (7) Directors will be elected. The four (4) Directors who receive the first, second ~~and~~, third and fourth highest plurality votes shall be elected for a term of two (2) years; the three (3) Directors who receive the ~~fourth and fifth, sixth and seventh~~ highest plurality votes shall be elected for a term of one (1) year. At each Annual Meeting thereafter, either three or four Directors will be elected for two (2) year terms. Elected Directors shall not take office until January 1 of the year following the Annual Meeting. If, in future years the Board of Directors increases or reduces the number of Directors, the Board shall designate Directorship terms to maintain staggered two (2) year terms of office. If at any Annual Meeting an election does not occur because there is no quorum, and if the Board of Directors decides not proceed under Article II, Section 11 of these Bylaws, and if the Annual Meeting is not adjourned pursuant to Article II, Section 7 of these Bylaws such that a quorum is achieved and an election held, the Directors whose terms would have expired had their successors been elected and qualified, shall serve until there is an election and their successors are elected and qualified for additional two (2) year terms. At the next election, Directors shall be elected pursuant to the staggered scheme set forth at the beginning of this Section.

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
BENT TREE PROPERTY OWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the By-Laws of Bent Tree Property Owners Association, Inc. The original By-Laws of Bent Tree Property Owners Homeowners Association, Inc. is recorded in Official Records Book 8403 at Page 1141 of the Public Records of Palm Beach County, Florida.

DATED this 24th day of October, 2000.

WITNESSES:

**BENT TREE PROPERTY OWNERS
ASSOCIATION, INC.**

Ronald Dias
Print Name

By: [Signature] Signature
Ronald Dias, President

Jonathan Schwartz

By: [Signature] Signature
Jonathan Schwartz, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of October, 2000, by Ronald Dias, as President and Jonathan Schwartz, as Secretary of Bent Tree Property Owners Association, Inc., who are Personally Known ☒ or Produced Identification ☐.

Type of Identification Produced _____

NOTARY PUBLIC

(SEAL)

This instrument prepared by:
Scott A. Stoloff, Esquire
ST. JOHN, DICKER,
KRIVOK & CORE, P.A.
500 Australian Avenue So.
Suite 600
West Palm Beach, Florida 33401

Sign

Print

State of Florida

My Commission Expires



Nadine I. Inglis
Commission # 00 829333
Expires May 2, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

**AMENDMENT TO THE BY-LAWS OF
BENT TREE PROPERTY OWNERS ASSOCIATION, INC.**

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Prepared by & Return To: W/C 53
Curtis L. Shenkman, Esq.
DeSantis, Gaskill & Hunston, P.A.
11891 U.S. Highway One
P.O. Box 14127
North Palm Beach, Florida 33408-0127
MIHOMES\BENTTREE\BentTree.Byl\06-13-94

BYLAWS
OF
BENT TREE PROPERTY OWNERS
ASSOCIATION, INC.

Exhibit "B" to Declaration of Covenants, Conditions
and Restrictions

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BENT TREE PROPERTY OWNERS
ASSOCIATION, INC.

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BYLAWS
OF
BENT TREE PROPERTY OWNERS
ASSOCIATION, INC.

ARTICLE I

NAME, PRINCIPAL OFFICE, AND DEFINITIONS

Section 1. NAME. The name of the Association shall be Bent Tree Property Owners Association, Inc., hereinafter referred to as the "Association".

Section 2. PRINCIPAL OFFICE. The initial principal office of the Association shall be located at 237 S. Westmonte Drive, Suite 111, Altamonte Springs, Florida 32714. The Association may have such other office or offices as the Board of Directors may determine.

Section 3. DEFINITIONS. The words used in these Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Bent Tree Property Owners Association, Inc. (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

ARTICLE II

THE ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 1. MEMBERSHIP. The Association shall have two (2) classes of voting membership, as more particularly set forth in Article V, Section 2, of the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. PLACE OF MEETINGS. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

Section 3. 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 annual meeting shall be held in the month of November at such hour as may be determined by the Board of Directors.

Section 4. 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-third (1/3) of all of the votes of the Class A membership. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. NOTICE OF MEMBERSHIP MEETINGS. It shall be the duty of the Secretary to send by regular mail or otherwise cause to be personally delivered to every Member entitled to vote a notice of each annual or special meeting of the Members stating the purpose of the meeting, as well as the time and place where it is to be held. If a Member wishes notice to be given at an address other than the official address registered by the Member with the Association, said Member shall have so designated by notice in writing to the Secretary such other address. The mailing or other delivery of notice of a meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) no more than forty-five (45) days before a meeting, unless otherwise provided in these Bylaws.

Section 6. WAIVER OF NOTICE. Waiver of notice of any meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before any business is put to a vote.

Section 7. ADJOURNMENT OF MEETINGS. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not more than thirty (30) days from the time the original meeting was called. Notice of the time and place for the recalled meeting shall be posted in a conspicuous place in the Common Area of the Association. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting or if, for any reason, a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed in Section 5 of this Article.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of the Members required to constitute a quorum. In the event that a meeting is recessed for any reason, no additional notice shall be required.

Section 8. VOTING. The voting rights of the Members shall be set forth in Article V of the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. PROXIES. At all meetings of Members, each Member may vote in person or by limited proxy. Members shall not vote by general proxy. Limited and general proxies shall be used to establish a quorum. A proxy may be given to any Member or Director of the Association, or to the Board of Directors. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. For election of members of the Board of Directors, Members shall vote in person at a meeting of the Members by a ballot that the Member personally casts.

All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Proxies which are filed without designating the name of the proxy holder shall be considered null and void. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall automatically cease upon conveyance by the Member of his or her Lot within the Property or, in the case of a Member holding title as an individual, upon receipt of notice by the Secretary of the death or judicially declared incompetence of that Member. A proxy or ballot may provide an opportunity to specify approval or disapproval with respect to any proposal. The Board of Directors may authorize the issuance of absentee ballots in its sole discretion, which may be consolidated with the proxy into a single document.

Section 10. MAJORITY. As used in these Bylaws, the term "majority" shall mean those votes, Members, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. QUORUM. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of one third (1/3) of the total votes outstanding shall constitute a quorum at all meetings of the Association. In the event a quorum is not present, Members may join in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum.

Section 12. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted at the meetings, as well as a record of all transactions occurring thereat. In the event that the President is unavailable, the President shall appoint another Director to act in his place and stead.

Section 13. ACTION WITHOUT A MEETING. Any action which may be taken by the vote of Members at an annual or special meeting, may be taken without a meeting as and to the extent permitted by Florida law.

ARTICLE III

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. COMPOSITION AND SELECTION

Section 1. GOVERNING BODY; COMPOSITION. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors shall be Members of the Association.

Section 2. DIRECTORS DURING DEVELOPER CONTROL. A majority of the Directors on the Board shall be appointed by the Developer, acting in its sole discretion and shall serve at the pleasure of the Developer until Class A Members hold seventy-five (75%) percent of the total number of votes of the voting membership. The Developer may earlier surrender this right to appoint Directors. The Developer shall notify the Secretary of the Association of the Directors which it is appointing to the Board at least thirty (30) days prior to the annual meeting. The Directors appointed by the Developer need not be Members of the Association. All Directors who are not appointed by the Developer shall be Members of the Association.

Section 3. NUMBER OF DIRECTORS. The number of Directors on the Board shall be not less than three (3) nor more than seven (7), as the Board of Directors may from time to time determine by resolution.

Section 4. NOMINATION OF DIRECTORS. Nominations may be made by the Nomination Committee or as hereinafter provided. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one or more 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 such 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 in no event less than the number of vacancies or terms to be filled. Nominations may occur from the floor. All candidates shall have a reasonable opportunity to communicate their qualification to the Members and to solicit votes. Solicitation of proxies without disclosure of candidacy shall not be permitted.

Section 5. ELECTION OF DIRECTORS.

(a) When Class A Members shall hold at least twenty-five (25%) percent of the total number of votes of the voting membership, they shall be entitled to elect one (1) member of the Board of Directors at the next annual meeting.

(b) When Class A Members shall hold at least fifty (50%) percent of the total number of votes of the voting membership, they shall be entitled to elect two (2) members of the Board of Directors at the next annual meeting.

(c) When Class A Members shall hold at least seventy five (75%) percent of the total number of votes of the voting membership, they shall be entitled to elect three (3) members of the Board of Directors at the next annual meeting. At this annual meeting, and for all annual meetings thereafter until there no longer remains any portion of the Property for sale by the Developers, the Developer shall be entitled to appoint one (1) member of the Board of Directors.

(d) In the event that, in accordance with the Declaration, a Certificate of Termination is filed by the Developer prior to control of seventy-five (75%) percent of the total number of votes by the Class A Members, the Class A Members shall be entitled to elect four (4) members of the Board of Directors at the next annual meeting. At this annual meeting, and for all annual meetings thereafter until there no longer remains any portion of the Property for sale by Developer, the Developer shall be entitled to appoint one (1) member of the Board of Directors.

Section 6. TERM OF OFFICE. Except for the initial Directors designated in the Articles of Incorporation and any other Directors appointed by the Developer, a Director shall be elected to serve until the next annual meeting or until his successor has been elected or qualified.

Section 7. REMOVAL OF DIRECTORS. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors, other than those appointed by the Developer, may be removed, with cause, by a majority vote of the Members, and a successor may then be elected to fill the vacancy thus created. A Director whose removal has been proposed by the members shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and

shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an Assessment for more than sixty (60) days may be removed by a majority vote of the remaining members of the Board of Directors.

In the event of death, resignation or removal of a Director, his successor shall be elected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 8. VOTING PROCEDURE FOR DIRECTORS. The first election of the Board shall be conducted at the first annual meeting of the Association, at which time the Developer shall announce the Directors which are appointed to the Board. At such election, and at all elections thereafter, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The candidates receiving the largest number of votes shall be elected. Cumulative and proxy voting for the election of the Directors shall not be permitted.

B. BOARD MEETINGS.

Section 9. ANNUAL MEETINGS. Each year, the first meeting of the Board of Directors shall be held within ten (10) days after each annual meeting of the Members of the Association, at such time and place as shall be fixed by the Board.

Section 10. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting (a) shall be posted at a prominent place within the Association Property at least forty-eight (48) hours in advance, except in an emergency, and (b) shall be communicated to Directors in the manner set forth in Section 11 of this Article, but not less than forty-eight (48) hours, prior to the meeting; provided, however, that notice of a meeting need not be given to any Director who may sign a waiver of notice or a written consent to holding of the meeting.

Section 11. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association, or by a majority of the members of the Board of Directors.

The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) personal delivery; (b) written notice by first class mail; (c)

telephone communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seventy-two (72) hours before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least forty-eight (48) hours before the time set for the meeting, unless an emergency situation requires waiver of this requirement as may be determined by the Board. Notices shall be posted at a prominent place within the Association Property not less than forty-eight (48) hours prior to the scheduled time of the meeting.

Section 12. WAIVER OF NOTICE. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 13. QUORUM OF BOARD OF DIRECTORS. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At an adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 14. COMPENSATION. No Director shall receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Board of Directors at a regular or special meeting.

Section 15. CONDUCT OF MEETINGS. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book for the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. In the absence of the President, any Director designated

by the President shall act in his place and stead. Members of the Board shall be deemed present in person at a meeting of such Board if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other at the same time.

Section 16. OPEN MEETINGS. All meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the President or Director presiding over the meeting.

Section 17. EXECUTIVE SESSION. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar confidential nature.

Section 18. ACTION WITHOUT A FORMAL MEETING. Any action to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board may be taken without a meeting if a consent is in writing, setting forth the action so taken, shall be signed by a majority of all of the Directors. An explanation of the action taken shall be posted at a prominent place or places within the Common Area within three (3) days after the written consents of a majority of all the Board members have been obtained, except for items discussed in executive session.

C. POWERS AND DUTIES

Section 19. POWERS. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members.

In addition to the duties imposed by these Bylaws or by any Resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, by way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Member to the Common Expenses;

(b) making general, special and emergency special assessments to defray the Common Expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of such Assessments, as more particularly set forth in the Declaration. (Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share

of the Common Expenses shall be due and payable by each Member in monthly installments.);

(c) collecting the Assessments, depositing the proceeds thereof in a financial institution which it shall approve, and using the proceeds to administer the Association;

(d) opening of bank accounts on behalf of the Association and designating the signatories required;

(e) providing for the operation, care, upkeep, and maintenance of all of the Common Area;

(f) designating, hiring, and dismissing the personnel for the Association necessary for its maintenance, operation, repair, and replacement of the Common Area and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties. Bids for work to be performed shall be considered official records and shall be maintained for a period of one year;

(g) making and amending Rules and Regulations;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and any Rules and Regulations adopted by it and bringing any proceedings which may be instituted by the Association on behalf of or against the Members;

(j) obtaining and carrying insurance against casualties and liabilities, as may be available, as provided in Article VIII of the Declaration, and paying the premium cost thereof; and

(k) keeping books for a period not less than seven (7) years with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the members, and their mortgagees, their duly authorized agents, accountants, or attorney, during reasonable business hours on working days as may be determined by the Board of Directors. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 20. MANAGEMENT AGENT.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board shall authorize. The Board of Directors may delegate to the management agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set for the in subparagraphs (a), (b), (d), (g), and (i) of Section 19 of this Article. The Developer, or an affiliate, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without a termination fee upon thirty (30) days or less written notice.

(c) No remuneration shall be accepted by the management agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association.

(d) Any financial or other interest which the management agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

Section 21. ACCOUNTS AND REPORTS. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise.

(a) Accrual accounting, as defined by generally accepted accounting principles, shall be employed.

(b) Accounting and controls should conform with established American Institute of Certified Public Accountants (AICPA) guidelines and principles. A segregation of accounting duties should be maintained, and disbursements by check shall require two (2) signatures, unless otherwise determined by the Board. Cash disbursements shall be limited to amounts of fifty (\$50.00) dollars and under.

(c) Cash accounts of the Association shall not be commingled with other accounts.

(d) Annual financial reports shall be prepared for the Board of the Association containing a balance sheet as of the last day of the Association's fiscal year, and an income statement for said fiscal year, which shall be distributed to the Board within ninety (90) days after the close of the fiscal year.

(e) Any Institutional First Mortgagee shall, upon written request to the Board, receive a copy of the Association's annual financial report for the immediately preceding year.

(f) The Official Records of the Association are: (1) a copy of the plans, permits, warranties, and other items provided by the Developer; (2) a copy of the By-Laws of the Association and of each amendment to the By-Laws; (3) a certified copy of the Articles of Incorporation of the Association and of each amendment thereto; (4) a copy of the current rules of the Association; (5) a book or books that contain the minutes of all meetings of the Association, of the Board of Directors, and of members, which minutes shall be retained for a period of not less than 7 years; (6) a current roster of all members and their mailing addresses, parcel identifications, and, if known, telephone numbers; (7) all current insurance policies of the Association or a copy thereof; (8) a current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the parcel Owners have an obligation or responsibility; (9) accounting records for the Association and separate accounting records for each parcel.

Section 22. BORROWING. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the Members of the Association, provided, however, the Board shall obtain membership approval in the same manner as set forth in Article X, Section 4, of the Declaration concerning special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed twenty (20%) percent of the annual budget of the Association for that fiscal year.

Section 23. RIGHTS OF THE ASSOCIATION. With respect to the maintenance of the Common Area or other Association responsibilities, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, the Master Association or other Associations or Condominium Associations, both within and without the Property. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association.

Section 24. VIOLATION PROCEDURE. The Board shall not impose a fine (a late charge does not constitute a fine), or suspend voting rights of a Member or occupant for violations of these Bylaws unless and until the procedure as set for the in Article XIV, Section 4 of the Declaration is followed.

Section 25. DEVELOPER'S RIGHTS AND VETO POWER. The Developer shall have the rights and veto power as set forth in Article XV of the Declaration.

ARTICLE IV

OFFICERS

Section 1. OFFICERS. The Officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors may elect such other Officers, including one or more Assistant Treasurers, as it shall deem desirable, such Officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. ELECTION, TERM OF OFFICE, AND VACANCIES. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term. If the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with these By-Laws, any parcel Owner may apply to the Circuit Court that has jurisdiction over the community served by the Association for the appointment of a receiver to manage the affairs of the Association. At least 30 days before applying to the Circuit Court, the parcel Owner shall mail to the Association and post, in a conspicuous place on the property of the community served by the Association, a notice describing the intended action, giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the parcel Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted Board of Director and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

Section 3. REMOVAL. Any Officer may be removed by a majority vote of the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. POWERS AND DUTIES. The Officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed upon them by the Board of Directors. The President shall be the chief executive

Officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or in such other manner as deemed appropriate by the Board.

Section 5. RESIGNATION. Any Officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the 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. AGREEMENTS, CONTRACTS, DEEDS AND LEASES. All agreements, contract, deeds, leases, and other instruments of the Association shall be executed by at least two (2) Officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. COMPENSATION. No Officer shall receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Board of Directors at a regular or special meeting.

ARTICLE V

COMMITTEES

Section 1. GENERAL. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. Such committees shall be in addition to those hereinafter described.

ARTICLE VI

MISCELLANEOUS

Section 1. FISCAL YEAR. The fiscal year of the Association shall be the calendar year or as may be otherwise determined by the Board.

Section 2. PARLIAMENTARY RULES. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Declaration, the Articles of Incorporation, or these Bylaws.

Section 3. CONFLICTS. If there are conflicts or inconsistencies between the provisions of Florida law, the Declaration, the Articles of Incorporation, and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

Section 4. BOOKS AND RECORDS.

(a) Inspection by Members. The membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Member of the Association, by its duly appointed representative, by the Developer, and by Institutional First Mortgagees, at any reasonable time and for a purpose reasonably related to their interests at the office of the Association or at such other place within Palm Beach County as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records by any authorized person desiring to make the inspection;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested by any authorized person.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

Section 5. NOTICES. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by regular mail:


(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the legal address of such Member; or


(b) if to the Association, the Board of Directors, or the management agent, at the principal office of the Association or the management agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. AMENDMENT. Prior to the sale of a Residential Unit, the Developer may amend these Bylaws. These Bylaws may be otherwise amended, altered or rescinded by the Board of Directors at any regular or special meeting; provided, however, that at no time shall the Bylaws conflict with the terms of the Declaration or the Articles of Incorporation or the Master Association Declaration. Until such time as the Developer relinquishes control of the Association, no amendments to those Bylaws shall be effective unless the Developer shall have joined in and consented thereto in writing. No Amendment, alteration or modification of these Bylaws shall be made which affects the rights or privileges of any Institutional First Mortgagee, nor may these Bylaws be rescinded without the express, prior written consent of all Institutional First Mortgagees so affected, and any attempt to amend, alter, modify or rescind contrary to this prohibition shall be of no force or effect.

Section 7. VALIDITY. If any provision of these Bylaws, or part thereof, shall be adjudged invalid or become unenforceable in law or in equity, the same shall not affect the validity of any other provision, or part thereof and the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as Bylaws of Bent Tree Property Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the initial Board on the 3 day of August, 1994.


Charles Shorman
President

ATTEST: 
Richard N. Kleisley
Secretary/Treasurer

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd day of August, 1994, by CHARLES SHORMAN and RICHARD N. KLEISLEY, who are personally known to me or who have produced _____ as identification.

[NOTARY SEAL]


Notary Public, State of Florida
My Commission Expires: 8/30/97



**MI HOMES
PARCEL 31
DRAFT UPLAND PRESERVE MANAGEMENT PLAN
SEPTEMBER, 1993
(REVISED JUNE 1, 1994)**

Purpose

The proposed Draft Management Plan addresses the short- and long-term management of the upland area preserve located in MI Homes Bent Tree P.U.D.

Management Methods

Several management options will be utilized, as necessary, to provide the following objectives:

1. Provide open vegetation areas for wildlife foraging and traveling.
2. Decrease the density of shrubs and understory vegetation in areas to provide the foraging and travel habitat, and increase the presence of forbs and herbs.
3. Removal of exotic nuisance species (Brazilian pepper, Australian pine, and melaleuca).

Management Options/Procedures

- a. Mechanical management of vegetative communities in the preserve area will be implemented, as necessary, to maintain and enhance the habitat and wildlife values for plant and animal species occurring within the preserve area. Track equipment will be discouraged in the preserve area as root systems within the pine community are sensitive to such compaction. All selective thinning will be implemented and removed by rubber tired equipment or manually. Special care will be taken to avoid disturbances to soils and sensitive ground cover species, and other native vegetation in the preserve area.
- b. Exotic/Nuisance Species Removal and Control: Any Brazilian pepper, Australian pine (Casuarina equisetifolia), or melaleuca (Melaleuca quinquanervia) will be removed from the preserve area. The preserve should be monitored quarterly for the first year for the re-emergence of exotic species. All new growth will be hand removed. At the end of one year (maintenance and monitoring period), a letter report will be sent to the

Page 1 of 3

EXHIBIT "C"
TO DECLARATION OF COVENANTS FOR BENT TREE PROPERTY OWNERS
ASSOCIATION

City of Palm Beach Gardens Planning & Community Development Department to summarize the implementation and success of the Preserve Area Management Plan. If exotic species invasion continues at this time to be a problem, new eradication techniques will be implemented in coordination with Palm Beach Gardens staff. The preserve will be monitored annually thereafter for a period of two years if the eradication program is deemed successful at the end of the first year.

- c. Effort will be made to protect listed plant species occurring within the upland preserve. Additionally, use of native plant species adapted to the xeric soils can be utilized for natural xeriscaping and minimize future water consumption for preserve maintenance. Surface water management plans will be designed so that there are no significant adverse effects to the upland preserve area.
- d. Cleanup of any trash or vegetation debris within the preserve area.
- e. Passive recreational features will be maintained in the preserve area. A buffer comprised of grass will be maintained along the boundary of the preserve area.

Pre-Construction Management

The preserve area will be surveyed prior to construction activities and designated as a preserve area with surveyor stakes. During construction, efforts should be made to stay out of the drip line of the preserve area. Signs will be posted along the perimeter of the preserve area, indicating the preserve boundaries. A temporary tortoise fence (per FGFWFC Guidelines) should be constructed prior to beginning construction activities to prevent the tortoises from relocating in the construction area or otherwise being harmed.

Long-Term Management

The preserve will be maintained as natural habitat in perpetuity by the Homeowners Association. The prescribed management techniques will be implemented approximately every 3-5 years to achieve the management objectives set forth in this plan. The buffer will be maintained as part of the project landscape and will be mowed at regular intervals to prevent re-colonization of weedy and exotic species. Ground-mounted signage will be provided delineating the boundary of the upland preserves. This signage will indicate the limits of the landscape maintenance area. Prior to management activities, all required notices and necessary permits will be submitted to the City of Palm Beach Gardens. Effort will be made to protect listed species and other sensitive resources during implementation of the management plan.

Prohibited Preserve Activities

The upland preservation areas will be maintained in perpetuity or throughout the history of the project. The following activities are prohibited within the preserves:

- a. Construction or placing of buildings, road signs not related to preserve educational information, billboards or other advertising, or other structures on or above the ground.
- b. Dumping or placing of soil or other substances or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- c. Removal or destruction of trees, shrubs, or other vegetation with the exception of exotic and/or nuisance vegetation removal, or necessary vegetation management methods.
- d. Excavation, dredging, or removing of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface.
- e. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.
- f. Diking or fencing, and any other activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat conservation or preservation.

Financial Responsibility

The Property Owners Association of record will be responsible for the financial obligation of the designated preserve area. M/I Homes Corporation will be responsible for initial implementation of the management plan prior and during the construction.

Entity Responsible for Management

The Property Owners Association will be responsible for the long-term management of The Preserve area.

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THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ("this Declaration") is made and entered into as of this 16th day of March, 1994, by JOHN D. AND CATHERINE T. MACARTHUR FOUNDATION, an Illinois not-for-profit corporation (said corporation being herein referred to as "Declarant").

2. Reservation of Easement. Declarant hereby reserves unto itself, its successors, assigns, invitees and permittees (which may include the general public) a non-exclusive perpetual right and easement, for purposes of preserving and protecting the Property in a natural state and condition, and as a scenic and open area so as to continue and foster the conservation of natural resources and

for the other uses and purposes and subject to the covenants, conditions and restrictions hereinafter set forth.

3. Use of Property. The Property shall be used only for the following purposes, or any of them (the "Permitted Uses"):

- (i) To promote natural and scenic enjoyment and to protect the ecological and other natural resources in, on and around the Property and those other properties constituting the greenway;
- (ii) To preserve and aid in the preservation of all types of nature, including natural habitats, areas, features and objects;
- (iii) To promote the study of ecology, natural history, conservation, and plant and animal life and to promote education in nature preservation and conservation, including wildlife management and research; and
- (iv) To provide for recreational use, such as hiking, bicycling, horseback riding, fishing, and nature observation.

Public access shall be limited to designated public access ways, as may be required by the City of Palm Beach Gardens or Palm Beach County, which include but may not be limited to sidewalks, pathways, walkways and trails both surfaced and unsurfaced that are intended for pedestrian and non-motorized vehicular use. Public access outside of such designated pathways shall not be permitted. Public access ways may be designated and constructed subsequent to this Declaration by Declarant, or its successors or assigns.

4. Prohibited Acts.

A. Existing trees, plants or other vegetation shall not be disturbed, cut or uprooted nor shall any other trees, plants or vegetation be planted on the Property other than in accordance with the standards and criteria set forth in applicable ordinances, codes and regulations of governmental authorities having jurisdiction over the Property. This Paragraph 4.A. shall not restrict the uses as set out in Paragraph 1 for utility easements, provided that restoration is undertaken in accordance with the standards and criteria set forth in applicable ordinances, codes and regulations of governmental authorities having jurisdiction over the Property.

B. No building, sign, outdoor advertising display, mobile home, utility pole or other temporary or permanent structure or improvement shall be constructed, placed or permitted to remain on the Property, except structures and improvements which are in

furtherance of the Permitted Uses, including, but not limited to, paved or unpaved pedestrian walkways, bicycle paths and bridle trails, shelters, public restroom facilities, seating and viewing areas, signage, gates to control access, artificial light fixtures, natural habitat interpretive facilities (including signage and displays), temporary plant restoration facilities, tree and plant nurseries, trash receptacles, underpasses to permit passage beneath roads and limited vehicular parking, or other structures as may be required by appropriate governmental authorities in furtherance of the Permitted Uses.

C. No refuse, trash, debris, vehicle bodies or parts, junk, waste or unsightly or offensive material shall be placed, spilled or dumped on the Property.

D. No loam, peat, gravel, sand, rock or other mineral resource or natural deposit shall be excavated or removed from the Property, nor shall any filling, excavation, dredging, mining or drilling be permitted thereon, except as may be required to construct the improvements and structures permitted to be placed on the Property and in furtherance of the Permitted Uses.

E. No surface use inconsistent with the Permitted Uses or the preservation of water or land areas shall be permitted, including the operation of dune buggies, motorcycles or other motorized vehicles of any kind.

F. No hunting or trapping shall be permitted on the Property.

G. No manipulation or alteration of natural water courses, lake shores, marshes, or other water bodies shall be permitted except as required by sound conservation practices, and no activities or uses detrimental to water purity shall be permitted.

H. No exposed or exterior radio or television transmission or receiving antenna, satellite dish or other similar equipment shall be erected, placed or maintained on any part of the Property.

I. No outside electrical, telephone, or cable television lines or other utility transmission facilities shall be placed overhead and all such electrical service, telephone and cable television lines, or other utility transmission facilities shall be placed underground.

J. No organized field sports, including, but not limited to, baseball, football or soccer, shall be permitted on the Property.

K. No acts or uses detrimental to the preservation of the Property as a natural area and open space or inconsistent with

the Permitted Uses shall be permitted, and the Property shall be managed at all times in a manner consistent with its preservation as a natural area and open space and for the Permitted Uses, except as may otherwise have been provided herein.

The foregoing covenants and restrictions contained in this Paragraph 4 are intended to maintain the Property predominately in its natural, scenic and open condition in perpetuity and in order to promote the Permitted Uses.

5. Access and Signage of Owner. The owner of fee simple title to the Property (the "Owner") may from time to time construct a drive over and across the Property solely for purposes of ingress and egress from other property of the Owner abutting the Property to a public street. Such drive shall be constructed and maintained by Owner in accordance with all applicable laws, ordinances and codes. The Owner may not construct more than one such drive over and across such property without the prior written consent of Declarant, which consent shall not be unreasonably withheld. In addition, the Owner may construct a decorative entrance feature at such drive in accordance with the applicable ordinances and codes of governmental authorities having jurisdiction over the Property. Such decorative entrance feature may include lighted signage on both sides of the entrance drive together with landscaping, signwalls not in excess of six feet (6') in height and not in excess of sixteen feet (16') in overall length, and fencing not in excess of five feet (5') in height and eighty feet (80') in length parallel to and on each side of the entry drive and not in excess of two hundred fifty feet (250') in length parallel to Central Boulevard on each side of the entry drive, all of which shall be in accordance with the applicable ordinances and codes of governmental authorities having jurisdiction over the Property. The Owner shall keep and maintain in good order and repair any such drive and/or decorative entrance feature at its sole cost and expense. The driveways and appurtenant facilities permitted to be constructed or erected pursuant to this Paragraph 5 shall be done in such a manner so as not to unreasonably interfere with the Permitted Uses of the Property.

6. Remedies Upon Breach. In the event of any breach or violation of the covenants and restrictions contained herein Declarant shall be entitled to (a) exercise (singly, successively or cumulatively and in any order) any and all rights and remedies available at law or in equity, including, without limitation, specific performance and injunctive relief, (b) reimbursement of all reasonable costs and expenses, including, without limitation, attorneys' fees and expenses, incurred or sustained by Declarant in conjunction with the exercise of any and all such rights and remedies, which costs and expenses shall be included in any order, judgment or decree resulting therefrom, and (c) enter onto the Property or cause its agents, employees or contractors to enter onto the Property without being subject to eviction and to cure such breach or violation and all costs and expenses incurred by

Declarant in connection therewith shall be due and payable by the party violating such covenants and restrictions.

7. Assignment. Declarant may transfer and assign its rights hereunder at any time and from time to time to any governmental body or agency or a not-for-profit corporation or trust among whose purposes is the preservation and conservation of natural resources. The term "Declarant" as used herein shall mean the then holder of the easements and rights created by this Declaration. It is acknowledged that the easements hereby declared and created, upon the assignment of the rights hereunder by Declarant, are ultimately intended to be for the benefit of the general public.

8. Binding Effect. The covenants, conditions, limitations, restrictions and easements herein shall constitute covenants running with the Property and shall be binding upon the Owner of the Property on the date hereof and all other persons and parties claiming by, through or under such Owner for the benefit of the Declarant; this Declaration being designed for the purpose of assuring the preservation of the Property for use as open space as contemplated by the Permitted Uses.

9. Real Estate Taxes. The Owner of the Property and its successors and assigns shall pay all real estate taxes and assessments assessed and levied against the Property, including any taxes and assessments assessed and levied against the easements hereby created.

10. Condemnation. If the Property or any portion thereof or interest therein shall be taken by condemnation, this Declaration shall automatically terminate as to the portion of the Property so taken to the end that the Owner may be as fully compensated as though this Declaration and the easements and restrictions had not been created; provided, Declarant shall have the right to make a claim for an award for the value of the improvements made to the Property by Declarant.

11. Maintenance.

A. The Owner shall keep and maintain the Property in accordance with the terms of this Declaration until such time as the herein named Declarant assigns and transfers the rights hereunder to a third-party and such third-party assumes and agrees to keep and maintain the Property as required by this Declaration; provided, that Owner shall, at all times, keep and maintain the improvements it may construct or erect pursuant to Paragraph 5 of this Declaration in good repair and in compliance with all applicable laws, ordinances, codes, rules and regulations and the terms of this Declaration; and further provided, that Declarant shall, at all times, keep and maintain in good repair the improvements it may construct or erect in compliance with and in furtherance of the terms and conditions of this Declaration.

B. At any time ownership of the Property or of other property adjoining the Property is subdivided pursuant to a plat of subdivision, the Owner may transfer its maintenance obligations hereunder to an association comprised of the owners of the various parcels within said plat of subdivision, which association shall specifically assume the liabilities and responsibilities of the Owner under this Declaration.

12. Conflict with Laws. In the event of any conflict between the terms and provisions of this Declaration and any law, ordinance, code, rule or regulation of governmental authorities having jurisdiction over the Property ("Laws"), the terms and provisions of such Laws shall, to the extent of such conflict, have precedence over and supersede the terms and provisions of this Declaration.

13. Miscellaneous.

A. None of the covenants, conditions or restrictions of this Declaration shall in any manner be altered, waived, modified, changed or amended, except by written instrument, duly signed, acknowledged and delivered by the parties hereto.

B. This Declaration shall be construed, for all purposes, and enforced in accordance with the laws of the State of Florida.

C. The paragraph headings of this Declaration are for information only and shall not be construed to enlarge, limit or alter the language thereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

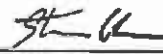
WITNESS:

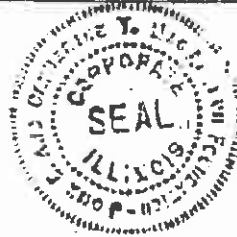
JOHN D. AND CATHERINE T. MACARTHUR
FOUNDATION, an Illinois not-for-
profit corporation


Name: JOHN D. MACARTHUR

By: 
Its: CATHERINE T. MACARTHUR


Name: ANNE S. MACARTHUR

Attest: 
Its: ASST. SECRETARY



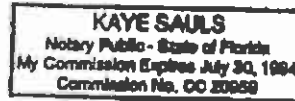
STATE OF Florida)
COUNTY OF Palm Beach) ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Jack Landry and Robert Landry, respectively of the corporation named as Declarant in the foregoing Declaration both of whom are personally known to me.

IN WITNESS WHEREOF, I have hereunder affixed my hand and official seal, this 16th day of March, 1994.

Kaye Sauls
Notary Public

My Commission Expires:



~~EXHIBIT~~ A **ORB 8169 Pg 767**
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

A parcel of land lying in the East Half (E 1/2) of Section 2, Township 42 South, Range 42 East, within the municipal limits of the city of Palm Beach Gardens, Palm Beach County, Florida and being more particularly described as follows:

A 90.00 foot wide strip of land lying easterly of and contiguous to, as measured at right angles thereto, the East right of way line of Central Boulevard. LESS AND EXCEPTING THEREFROM that portion lying northerly of the south line of an access road described in Official Record Book 6496, page 0325; ALSO LESS that part lying in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 2. ALSO LESS the South 35 feet of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of said Section 2.

Containing in all, 5.07 acres, more or less.

**RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.**

Prepared By and Return To: WC 53
Curtis L. Shenkman, Esquire
DeSantis, Gaskill, Hunston, Smith
Shenkman & Doane, P.A.
11891 US Highway One
North Palm Beach, FL 33408
a1hones\hendtrem\term-phl.agr

JUL-07-1997 3:45PM 97-238979
ORB 9877 Pg 556
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

TERMINATION OF AGREEMENT

AGREEMENT: The John D. and Catherine T. MacArthur Foundation, Inc. ("Foundation"), and M/I Schottenstein Homes, Inc. ("M/I Homes"), makers of that certain AGREEMENT OF EASEMENTS, COVENANTS AND RESTRICTIONS concerning Phase 1 and Phase 2 of Bent Tree, recorded on March 16, 1994, in Official Record Book 8169, Page 772, Palm Beach County, Florida, hereby mutually agree the Agreement is terminated and released on the Official Public Record, said Agreement being null and void and of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal as of the dates set forth below.

WITNESSES:

Dorothy H. Wilken
DOROTHY H. WILKEN
David I. Schottenstein
DAVID I. SCHOTTENSTEIN
W. Allen Ball
W. ALLEN BALL

John D. & Catherine T.
MacArthur Foundation

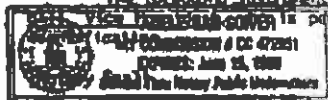
BY: [Signature]

M/I Schottenstein Homes, Inc.

BY: [Signature]
W. Allen Ball, Vice President

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 3 day of July, 1995, by W. Allen Ball, Vice President of M/I Schottenstein Homes, Inc., who is personally known to me or who has produced as identification.



[Signature]
Notary Public, State of Florida
My Commission Expires 6/21/98

State of FLORIDA
County of PALM BEACH

The foregoing instrument was acknowledged before me this 26TH day of JULY, 1995, by LAURENCE L. LANDRY, who is personally known to me, or who has produced as identification.

[Notary Seal]

Notary Public, State of Florida
My Commission Expires: 10/20/95



DOROTHY H. WILKEN
MY COMMISSION # CC 47281 EXPIRES
October 20, 1995
POWERED THROUGH PUBLIC RECORDS, INC.

F:\...\DEW\DJF4908

**AGREEMENT OF EASEMENTS,
COVENANTS AND RESTRICTIONS**

THIS AGREEMENT OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "Agreement") is made and entered into as of this 16th day of March, 1994, by and between JOHN D. and CATHERINE T. MACARTHUR FOUNDATION, an Illinois not-for-profit corporation ("Foundation") and M/I SCHOTTENSTEIN HOMES, INC., an Ohio corporation ("M/I").

RECITALS:

A. M/I is the owner of a certain parcel of real estate located in the City of Palm Beach Gardens, Palm Beach County, Florida, legally described on Exhibit A attached to and made a part of this Agreement ("Phase I").

B. Foundation is the owner of a certain parcel of real estate located in the City of Palm Beach Gardens, Palm Beach County, Florida, legally described on Exhibit B attached to and a part of this Agreement ("Phase II"). M/I has entered into a Contract for Sale and Purchase with Foundation for the purchase of Phase II (the "Purchase Agreement").

C. Phase I and Phase II are, collectively, subject to the terms of a certain ordinance adopted by the City of Palm Beach Gardens and known as Ordinance 21, 1993 (the "Development Order").

D. The Development Order together with the Site Plan attached to and made a part of this Agreement as Exhibit C (the "Site Plan") and other plans described in the Development Order set forth certain requirements for the development of Phase I and Phase II, collectively. Phase I and Phase II are herein collectively referred to as the "Property".

E. M/I contemplates developing the Property in accordance with the Development Order and the Site Plan as a planned unit development consisting of one hundred eighty-five (185) single-family detached and zero lot-line residential homes (the "Project").

F. In order to develop the Project, M/I will construct a certain (i) off-site improvement described on Exhibit D attached to and made a part of this Agreement (the "Off-site Improvement") and (ii) on-site improvements which will or may benefit both Phase I and Phase II as described on Exhibit E attached to and made a part of this Agreement (the "Master On-site Improvements").

This Document was Prepared by and
After Recording Return To:

Steven Cohen
John D. and Catherine T.
MacArthur Foundation
4176 Burns Road
Palm Beach Gardens, Florida 33401

G. In the event M/I fails to purchase Phase II from Foundation, Foundation, as owner of Phase II, will benefit from the Off-site Improvement and the Master On-site Improvements (collectively, the "Common Improvements"), and pursuant to the Purchase Agreement, M/I and Foundation have agreed to share certain of the costs of constructing and maintaining the Common Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS. The Recitals to this Agreement are hereby incorporated by reference as if fully set forth herein.

2. DEVELOPMENT ORDER.

2.01 M/I shall at all times perform and comply with the terms of the Development Order to be performed and complied with in connection with the ownership of Phase I, the development of that portion of the Project to be located thereon and the construction of the Common Improvements. M/I shall not, without the prior written consent of Foundation, seek to amend, modify or supplement the Development Order in any manner which would affect Phase II or the Common Improvements.

2.02 Foundation shall perform and comply with the terms of the Development Order to be performed and complied with in connection with its ownership of Phase II, subject to the provisions of Section 2.03. Foundation shall not, without the prior written consent of M/I, seek to amend, modify or supplement the Development Order in any manner.

2.03 In the event the Purchase Agreement is terminated on account of the failure by M/I to perform any of its covenants or agreements under the Purchase Agreement, then Foundation shall be immediately released from all of its obligations under Section 2.02.

3. COMMON IMPROVEMENTS.

3.01 M/I shall construct the Common Improvements in accordance with the terms and conditions of and at the time or times provided in the Development Order. Upon "Completion" (as herein defined) of each of the Common Improvements M/I shall deliver to Foundation a detailed accounting of the "Cost of Construction" (as herein defined) of each such completed Common Improvement.

3.02 In the event the Purchase Agreement is terminated for any reason whatsoever and upon delivery of a quit claim deed from M/I conveying all of M/I's interest in Phase II to Foundation, or its designee, upon the issuance of the first building permit for Phase II Foundation shall pay to M/I its "Proportionate Share" (as herein defined) of the Cost of Construction of each Common Improvement which has been Completed. Foundation shall pay M/I for its Proportionate Share of the Cost of Construction of each Common Improvement which has not been Completed prior to the termination of the Agreement within thirty (30) days after Completion thereof and receipt from M/I of a detailed accounting of the Cost of Construction thereof.

3.03 The following terms shall have the following definitions:

(i) "Completion" shall mean (a) for the Off-site Improvement, the acceptance thereof in writing by the City of Palm Beach Gardens (the "City"), and (b) for each Master On-site Improvement, the reduction or release of the bond or letter of credit by the City in respect of such Master On-site Improvement; provided that, with respect to the recreational facilities constituting a portion of the Master On-site Improvements, such recreational facilities shall be deemed Completed only when such recreational facilities are conveyed to a homeowner's association covering Phase I or the Property.

(ii) "Cost of Construction" shall mean the actual third-party costs incurred by M/I to construct any of the Common Improvements, including, without limitation, the cost of permits, bonds in favor of the City required by the Development Order, labor and material, contractor's overhead and profit and engineering and surveying costs; provided, however, it shall not include any construction management, administration or similar fees or costs paid to M/I or legal fees, accounting fees or other similar fees or costs.

(iii) "Proportionate Share" shall mean (a) for Foundation, 38%, and (b) for M/I, 62%.

4. EASEMENTS.

4.01 M/I hereby grants to Foundation for the use and benefit of Phase II an easement for ingress to and egress from Phase II for the passage of vehicles and pedestrians in, to, over and across the streets, roads and rights-of-way located on Phase I and shown on the Site Plan.

4.02 M/I and Foundation hereby grant to the other and to any public utility or municipality requiring such grant, for the benefit of each of Phase I and Phase II, respectively, easements in, to, over, under and across its Phase for the installation, operation, maintenance, repair, replacement, relocation and removal of drainage facilities, storm and sanitary sewers, water lines, gas mains, electrical power lines, telephone lines, cable television lines and other utility lines (the "Utilities"), all in the approximate locations of easements therefor shown on the Site Plan, or, within the streets, roads and rights-of-way shown on the Site Plan, and, stormwater retention within the Lake located in Phase I and shown on the Site Plan, subject to the adjustment thereof to reflect the "as built" locations thereof and the right of either party to amend the Site Plan and Development Order as provided herein.

4.03 The grantor of the easement in Section 4.02 shall have the right at any time and from time to time to relocate on the Phase of such grantor any Utilities then located on such Phase, provided that such relocation shall be performed only after thirty (30) days' notice of the intention to so relocate shall be given to the grantee(s) and such relocation: (i) shall not interrupt (unless momentarily necessary at the time service is initially transferred) or diminish the utility service to the grantee(s); (ii) shall not reduce or impair the usefulness of the function of such utility; (iii) shall be performed at the sole cost and expense of the grantor; and (iv) shall not increase the maintenance obligations of the grantee(s).

4.04 The easements granted herein shall be perpetual and non-exclusive, subject to the relocation provision of Section 4.03.

4.05 M/I, at its sole cost, shall at all times keep and maintain the roads, streets and rights-of-way located on Phase I in good order, condition and repair; provided, however, if (i) M/I forms a homeowner's association which has as its specific obligation such maintenance responsibilities, or (ii) M/I conveys the roads, streets and rights-of-way to a public body, then such maintenance obligation shall be undertaken by such homeowner's association or public body.

4.06 Each of M/I and Foundation shall respectively keep and maintain, at its sole cost, the Utilities located on its respective Phase; provided, that if such Utilities are transferred to a public utility or municipality then such public utility or municipality shall specifically undertake such maintenance obligation.

5. HOMEOWNER'S ASSOCIATION.

5.01 M/I intends to form a homeowner's association ("HOA") which will be specifically obligated to, among other

things, maintain the common areas of Phase I, the "Parkway System" (as described in the Development Order) and the preservation areas pursuant to the terms of the Development Order.

5.02 Foundation, or the successor owner of Phase II, may at its option, elect to: (i) form its own homeowner's association which will undertake the specific obligations of the Development Order relating solely to Phase II and which will pay the Foundation's Proportionate Share of the annual maintenance cost of the Parkway System; (ii) form its own homeowner's association which will undertake the specific obligation of the Development Order relating solely to Phase II and, together with the HOA form a master association, which master association would have responsibility for the maintenance of the Parkway System and the recreational facilities on Phase I, or (iii) pursuant to provisions in the HOA Declaration, add Phase II to the HOA. M/I shall provide in the HOA Declaration and other constituent documents for each of the three (3) possibilities set forth in this Section 5.02 and at least thirty (30) days prior to the recording thereof, submit the Declaration and all other homeowner documents to Foundation for review and approval.

6. INDEMNIFICATION.

6.01 M/I hereby indemnifies and agrees to defend and hold Foundation harmless from and against any and all claims, demands, suits, causes of action, liabilities, costs, losses, damages and expenses incurred by or to which Foundation may become subject on account of or arising out of M/I's failure to perform or observe any of the covenants, agreements or conditions of this Agreement or the Development Order.

6.02 Foundation hereby indemnifies and agrees to defend and hold M/I harmless from and against any and all claims, demands, suits, causes of action, liabilities, costs, losses, damages and expenses incurred by or to which M/I may become subject on account of or arising out of Foundation's failure to perform or observe any of the covenants, agreements or conditions of this Agreement.

7. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of M/I and Foundation and their respective successors and assigns. The covenants contained herein shall run with the land and be binding upon and inure to the benefit of the owners from time to time of Phase I and Phase II or any portion or portions thereof; provided, that, upon the transfer of title to Phase II by Foundation, Foundation shall be released from all of its liabilities and obligations under this Agreement; and further provided, however, that all obligations for the maintenance of the common areas on Phase I, the Utilities and the Parkway Systems may be undertaken by a public utility, a public body or a homeowner's association, in which case the owner of platted lots within the respective Phases shall not be personally

liable hereunder, except as members of a homeowner's association.

8. PLATTING. In no event shall Foundation be required to plat or consent to any plat of Phase I or Phase II.

9. MISCELLANEOUS.

9.01 The section headings of this Agreement are for convenience only and are not intended, and shall not be construed to alter, limit or enlarge in any way the scope or meaning of the language contained in this Agreement.

9.02 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9.03 If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.04 Any party to this Agreement may, either in law or in equity, by suit, action, injunction or other proceeding enforce and compel performance of this Agreement by the other.

9.05 No waiver of any default by any party to this Agreement shall be implied from any omission by any other party to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and the period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default and performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement the consent or approval by any party to or any act or request by any other party requiring consent or approval shall not be deemed a waiver or render unnecessary the consent or approval to or of such similar acts or requests. The rights and remedies given to any party by this Agreement shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive of any of the others or of any other right or remedy at law or in equity which any party might otherwise have by virtue of a default under this Agreement or the exercise of one such right or remedy by any party shall not affect such a party's standing to exercise any other right or remedy.

9.06 If, pursuant to this Agreement, any party is compelled or elects to pay any sum of money or do any act which requires the payment of money by reason of any other party's failure or inability to perform any of the terms or provisions of this Agreement to be performed by the other party, the defaulting

party shall promptly, upon demand, reimburse the paying party for such sums and all such sums shall bear interest at a rate which is four (4) percentage points above the "prime rate" published by The Wall Street Journal or any successor publication, in effect at the date of expenditure, but, in no event in excess of the maximum legal rate, if any, applicable to such defaulting party. Any other sums payable by any party to any other party pursuant to the terms and provisions of this Agreement which are not be paid when due, shall bear interest at the same rate as is provided in the preceding sentence from the date due to the date of payment thereof.

9.07 Each party represents to the other party that this Agreement has been duly authorized by its board of directors and the individual signing on behalf thereof is duly authorized and empowered to execute this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto as of the day and year first above-written.

WITNESSES:

[Signature]
Name: DAVID I. BRODT

[Signature]
Name: Karen L. Smith

[Signature]
Name: DAVID I. BRODT

[Signature]
Name: Karen L. Smith

[Signature]
Name: JAMES R. WILSON

[Signature]
Name: FELLY L. DISPER

[Signature]
Name: GLENDA R. COOK

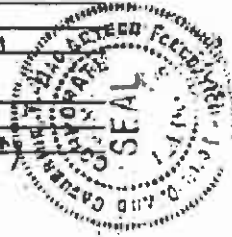
[Signature]
Name: ANITA COLLINS

FOUNDATION:

JOHN D. and CATHERINE T.
MACARTHUR FOUNDATION, an
Illinois not-for-profit
corporation

By: [Signature]
Name: L.L. Langer
Its: Vice President

Attest: [Signature]
Name: STEVEN COHEN
Its: Asst. Secretary



M/I:

M/I SCHOTTENSTEIN HOMES, INC.,
an Ohio corporation

By: [Signature]
Name: JOSEPH E. SCHOTTENSTEIN
Its: President

Attest: [Signature]
Name: ROBERT H. SCHOTTENSTEIN
Its: Secretary

DRB 8169 Pg 780

STATE OF Florida }
COUNTY OF Palm Beach } ss.

The foregoing was acknowledged before me this 16th day of March, 1994, by J. L. Landry and Sharon Gibson, as President and Secretary, respectively, of JOHN D. and CATHERINE T. MACARTHUR FOUNDATION, an Illinois not-for-profit corporation, on behalf of the corporation, and both of whom are

1 personally known to me, OR
_____ have produced _____ as identification.

Kaye Sauls
Notary Public

My Commission Expires:

KAYE SAULS
Notary Public - State of Florida
My Commission Expires July 30, 1994
Commission No. CC 20938 (Seal)

STATE OF OHIO }
COUNTY OF FRANKLIN } ss.

The foregoing was acknowledged before me this 11th day of March, 1994, by IRVING SCHOTTENSTEIN and ROBERT SCHOTTENSTEIN, as President and Secretary, respectively, of M/I SCHOTTENSTEIN HOMES, INC., an Ohio corporation on behalf of the corporation, and both of whom are

✓ personally known to me, OR
_____ have produced _____ as identification.

Glenda R. Cook
Notary Public
GLENDA R. COOK
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 3, 1995 (Seal)

My Commission Expires:

June 3, 1995

" EXHIBIT A "

008 8169 P 781

BENT TREE PHASE I LEGAL
DESCRIPTION

A parcel of land being a portion of Section 2, Township 42 South, Range 42 East, City of Palm Beach Gardens, Palm Beach County, Florida being more particularly described as follows:

Commencing at the Northeast corner of the West one-half of the Southeast one-quarter of said Section 2 for a POINT OF BEGINNING; thence South 02°02'59" West along the East line of the said West one-half of the Southeast one-quarter of said Section 2, for 1295.82 feet; thence North 88°21'49" West along a line 35.00 feet North of (as measured at right angles) and parallel with the North line of the Southwest one-quarter of the Southeast one-quarter of said Section 2, for 1324.62 feet, to a point of intersection with the East Right-of-Way of Central Boulevard (as now laid out and in use) as recorded in Road Plat Book 6, Page 88 as on file in Palm Beach County Engineering Department; thence North 02°09'59" East along the said East Right-of-Way line of Central Boulevard, for 1600.82 feet; thence Northeasterly along the arc of the tangent curve concave to the Southeast having a radius of 3759.58 feet and a central angle of 15°41'22", same line also being the said East Right-of-Way line of Central Boulevard, for 1029.50 feet to a point of intersection with the South line of an Ingress/Egress Easement as recorded in Official Record Book 6496, Page 325 of the Public Records of Palm Beach County, Florida; thence Northeasterly and Southeasterly along the South lines of said Ingress/Egress Easement for the following two courses; thence North 63°28'14" East for 57.15 feet; thence South 70°54'39" East for 49.38 feet; to a point of cusp of a curve concave Southeasterly having a radius of 3669.58, a chord bearing of South 10°18'53" West, thence run Southwesterly along the arc of said curve through a central angle of 16°17'50", a distance of 1043.77 feet; thence South 02°09'59" West, a distance of 625.78 feet; thence North 79°40'00" East, a distance of 155.22 feet; thence North 10°20'00" West, a distance of 34.31 feet; thence North 79°40'00" East, a distance of 138.00 feet; thence North 84°55'30" East, a distance of 89.43 feet; thence North 07°12'39" West, a distance of 40.81 feet; thence North 42°25'42" East, a distance of 143.00 feet to the point of cusp of a curve concave Northeasterly having a radius of 151.00 feet, a chord bearing of South 60°21'34" East, thence run Southeasterly along the arc of said curve through a central angle of 25°34'31", a distance of 67.40 feet; thence North 01°38'42" East, a distance of 99.71 feet; thence South 88°21'18" East along the South line of parcel as described in Official Record Book 6348, Page 1290 of the said Public Records, a distance of 720.22 feet to the POINT OF BEGINNING.

Containing 39.60 Acres more or less.

"EXHIBIT B"
(page 1 of 2)

000 B169 Ps 782

PHASE II

A parcel of land being a portion of Section 2, Township 42 South, Range 42 East, City of Palm Beach Gardens, Palm Beach County, Florida being more particularly described as follows:

Commencing at the Northeast corner of the West one-half of the Southeast one-quarter of said Section 2 for a POINT OF BEGINNING of this description;

Commencing at the Northeast corner of the West one-half of the Southeast one-quarter of said Section 2 for a POINT OF BEGINNING of this description;

thence South 02°02'59" West along the East line of the said West one-half of the Southeast one-quarter of Section 2, for 1285.82 feet; thence North 88°21'49" West along a line 35.00 feet North of (as measured at right angles) and parallel with the North line of the Southwest one-quarter of the Southeast one-quarter of said Section 2, for 1234.62 feet; thence South 02°09'55" West along a line 90.00 feet East of (as measured at right angles) and parallel with the East Right-of-Way line of Central Boulevard (as now laid out and in use) as recorded in Road Plat Book 6, Page 88 as on file at Palm Beach County Engineering Department, for 35.00 feet; thence North 88°21'49" West along the said North line of the Southwest one-quarter of the Southeast one-quarter, for 90.00 feet to a point of intersection with the said East Right-of-Way line of Central Boulevard; thence North 02°09'59" East along the said East Right-of-Way line of Central Boulevard, for 1635.82 feet, thence Northeasterly along the arc of a tangent curve concave to the Southeast having a radius of 3759.58 feet and a central angle of 15°41'22", same line also being the said East Right-of-Way line of Central Boulevard, for 1029.50 feet to a point of intersection with the South line of an Ingress-Egress Easement as recorded in Official Record Book 6496, Page 325 of the Public Records of Palm Beach County, Florida; thence Northeasterly and Southeasterly along the South lines of said Ingress-Egress Easement the following three courses; thence North 63°28'14" East, for 57.15 feet; thence South 70°54'39" East, for 273.88 feet; thence Southeasterly along the arc of a non-tangent curve concave to the Northeast having a radius of 1540.00 feet and a central angle of 05°14'57" (the radius point bears North 19°05'14" East from the arc beginning), for 141.09 feet to the Northwest corner of Parcel described in Official Record Book 6346, Page 1290 of the said Public Records; thence South 01°52'44" West along a line not radial to last curve, same line also being the West line of said Parcel described in Official Record Book 6346, Page 1290 of the Public Records, same line also being parallel with the East line of the Northeast one-quarter of said Section 2, for 1228.92 feet to a point of intersection with the South line of the said Northeast one-quarter of Section 2; thence South 88°21'18" East along the said South line of the Northeast one-quarter of Section 2, said line also being the South lines of Parcels described in said Official Record Book 6346, Page 1290 and Official Record Book 6496, Page 325, for 726.80 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND IDENTIFIED AS
PHASE I:

"EXHIBIT B"

(page 2 of 2)

ORB 8169 Ps 783

BENT TREE PHASE I LEGAL
DESCRIPTION

A parcel of land being a portion of Section 2, Township 42 South, Range 42 East, City of Palm Beach Gardens, Palm Beach County, Florida being more particularly described as follows:

Commencing at the Northeast corner of the West one-half of the Southeast one-quarter of said Section 2 for a POINT OF BEGINNING; thence South 02°02'59" West along the East line of the said West one-half of the Southeast one-quarter of said Section 2, for 1295.82 feet; thence North 88°21'49" West along a line 35.00 feet North of (as measured at right angles) and parallel with the North line of the Southwest one-quarter of the Southeast one-quarter of said Section 2, for 1324.62 feet, to a point of intersection with the East Right-of-Way of Central Boulevard (as now laid out and in use) as recorded in Road Plat Book 6, Page 88 as on file in Palm Beach County Engineering Department; thence North 02°09'59" East along the said East Right-of-Way line of Central Boulevard, for 1600.82 feet; thence Northeasterly along the arc of the tangent curve concave to the Southeast having a radius of 3759.58 feet and a central angle of 15°41'22", same line also being the said East Right-of-Way line of Central Boulevard, for 1029.50 feet to a point of intersection with the South line of an Ingress/Egress Easement as recorded in Official Record Book 6496, Page 325 of the Public Records of Palm Beach County, Florida; thence Northeasterly and Southeasterly along the South lines of said Ingress/Egress Easement for the following two courses; thence North 63°28'14" East for 57.15 feet; thence South 70°54'39" East for 49.38 feet; to a point of cusp of a curve concave Southeasterly having a radius of 3669.58, a chord bearing of South 10°18'53" West, thence run Southwesterly along the arc of said curve through a central angle of 16°17'50", a distance of 1043.77 feet; thence South 02°09'59" West, a distance of 625.78 feet; thence North 79°40'00" East, a distance of 155.22 feet; thence North 10°20'00" West, a distance of 34.31 feet; thence North 79°40'00" East, a distance of 138.00 feet; thence North 84°55'30" East, a distance of 89.43 feet; thence North 07°12'39" West, a distance of 40.81 feet; thence North 42°25'42" East, a distance of 143.00 feet to the point of cusp of a curve concave Northeasterly having a radius of 151.00 feet, a chord bearing of South 60°21'34" East, thence run Southeasterly along the arc of said curve through a central angle of 25°34'31", a distance of 67.40 feet; thence North 01°38'42" East, a distance of 99.71 feet; thence South 88°21'18" East along the South line of parcel as described in Official Record Book 6346, Page 1290 of the said Public Records, a distance of 720.22 feet to the POINT OF BEGINNING.

"EXHIBIT 'C'"

ORB 8159 Pg 784

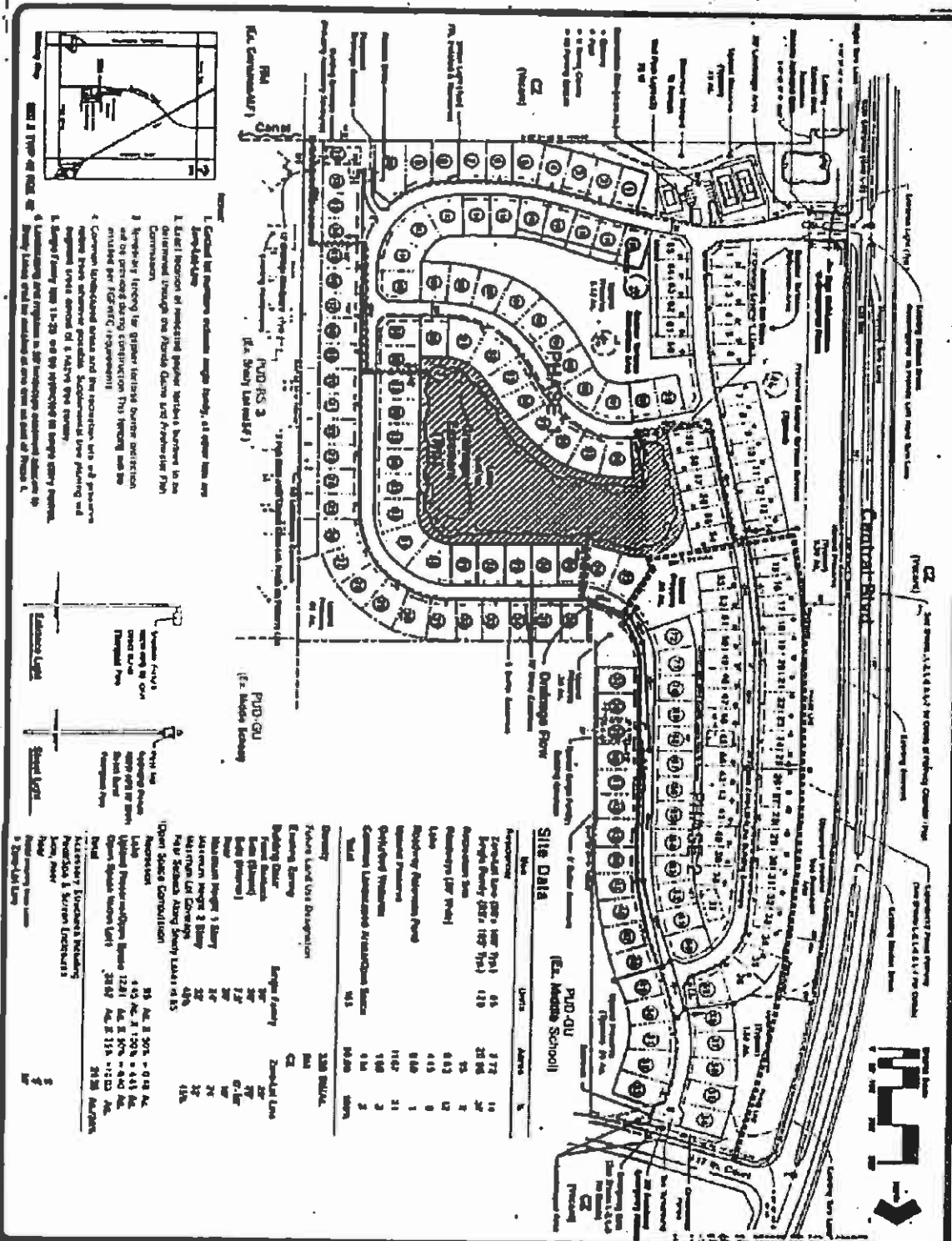


EXHIBIT D

OFF-SITE IMPROVEMENT

PARKWAY IMPROVEMENTS

Remove existing asphalt including dumping

Install 12' wide concrete path

Landscape/irrigation

Grading/clearing and final grade

Re-sodding

Planning services

Permit (R.O.W.) Permit

Bonding requirement (110% based on value)

Construction services (staking/administration)

Fill

NOTE: The above described Parkway Improvements are limited to the 90 foot Parkway on the westerly side of Phase I as shown on the Site Plan and do not include any costs for the improvement to any portion of Central Boulevard or the Central Boulevard median.

EXHIBIT B

MASTER ON-SITE IMPROVEMENTS

LAKE CONSTRUCTION AND OUTFALL

Excavation of lake

18" RCP from lake to outfall (765 lf)

Water control structure

Two storm manholes

Sodding lake banks

Sodding and irrigation of retention pond

Bonding requirements

Permit to water management

AND, at the option of any future homeowner's association for Phase II, or if Phase II is added to homeowner's association for Phase I:

AMENITY IMPROVEMENTS

Cabana

Pool (22 x 40) with decking

Pool fencing

Two tennis courts with wind screen and fence

10 Space parking lot

Common sidewalks and walkways

Landscape, irrigation and sod (including tree relocation)

Bonding expense

Light-parking lot

Bent Tree Property Owners Association, Inc.

Rules and Regulations

The following Rules & Regulations (R&Rs) apply to members of Bent Tree Property Owners Association, Inc. The Rules and Regulations are a summary of the Property Owners Documents and include supplemental rules. These Rules and Regulations were approved and adopted by the Board of Directors (BoD), effective September 30, 2001

The publication of these Rules & Regulations is intended to increase awareness of our responsibilities to our community and to maintain property values, improve the quality of life and safety in the Bent Tree Community.

These Rules & Regulations do not attempt to contain all of the restrictions and obligations contained in the Property Owners Documents. It is the responsibility of each Owner to be cognizant of the content of the Property Owners Documents. Owners are responsible for the actions of their guests, lessees, service personnel, contractors, etc.

All references indicated in this document refer to the Declaration of Covenants, Conditions and Restrictions for Bent Tree Property Owners Association, Inc., unless otherwise indicated.

1. Every Owner shall be required to hold membership in the Association.
(Art. I, Sec. 22, page 3.)
2. Every Owner shall be bound by the Association documents.
(Art. VI, Sec. 1, page 10. & Art. XVIII, Sec. 3, page 34.)
3. Unless the approval or action of Owners is expressly required in the Association documents or by applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of the Owners. (Art. VI, Sec. 5. Page 11.)
4. All meetings of the Board of Directors, except when the Board meets in Executive Session, shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the President or Director presiding over the meeting. (Bylaws of Bent Tree Property Owners Association, Inc., Art. III, B, Secs. 16 & 17, page 8.)
5. Every Owner shall keep and maintain, at his own expense, his lot and the improvements located thereon in compliance with the standards and requirements of the Association including sidewalk, lawn, landscaping, as originally installed, replaced, and supplemented, sprinkler system and equipment. Each Owner is responsible for the maintenance of the landscape materials, sprinklers, and lawns in their Front yards and their back yards. Front yards are defined in Art. I, Sec. 18 page 3, of the Declaration. No Owner shall convert his sprinkler system from municipal water to well pump water. (Art. VII, Sec. 2, (a) and (b) page 13.)

Bent Tree Property Owners Association, Inc. Rules and Regulations

The Board of Directors of the Association may determine to maintain landscape materials or sprinkler systems or lawns in the Front and/or back yards of each lot as a Common Expense. The Association currently maintains Front yards and inspects sprinkler systems.

6. No modifications or change of appearance or design of any portion of the exterior of any structure or site feature, which is in common view, are permitted, without written approval of the Board of Directors. (Art. VII, Sec. 2, (c) page 13.)
7. Owners are required to comply with architectural standards established by the Association. Owners shall submit an Architectural Review Committee (ARC) application, along with the appropriate plans and specifications, for Board approval, prior to modifications to their property, except as allowed by the Documents. (Art. XI, Sec. 1 and 2, (a) page 20.)
8. Owners shall provide written notice to the Association of intended sale or lease of their property, along with appropriate information as stated in the Documents. No sale or lease of an Owner's property is authorized without an Association Certificate of Approval. (Art. XII, Sec. 1, 4, and 5., pages 21, 22, and 23.)
9. **Nuisance:** The Owner or tenant shall not permit any nuisance to exist upon his property so as to be detrimental to any other property or to its owners. No owner or lessee shall make or permit any noise that will disturb or annoy the occupants of any other home, or do or permit anything to be done which will interfere with the rights, comfort or convenience of other home occupants. (Art. XIII, Sec. 1, page 23.)
10. **Commercial Activity:** No trade or business may be conducted in or from any Residence, except that an Owner or occupant residing in a home may conduct activities within the home so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the home; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property, or door-to-door solicitation of other residents; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, which may affect other residents of the Property, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

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Notwithstanding the above, the leasing of a Residence shall not be considered a trade or business within the meaning of this section. (Art. XIII, Sec. 2, page 23.)

11. No portion of any lot shall be used as a drying or hanging area for laundry of any kind, unless camouflaged from view outside the lot. (Art. XIII, Sec. 3, page 23.)
12. No changes to the lot level (soil and drainage) are permitted without written approval of the Board of Directors. (Art. XIII, Sec. 4, page 23.)
13. No removal of trees or vegetation is permitted without prior written approval of the Board of Directors. (Art. VII, Sec. 1, (f), page 12 and Art. XIII, Sec. 4, page 24.)
14. No artificial vegetation shall be placed or maintained on the exterior portion of any lot unless approved by the Board. (Art. XIII, Sec. 5, page 24.)
15. Except as may be permitted by the ARC, no antennae, satellite dish, aerials or cable reception equipment shall be placed or erected on any lot, unless approved by the Board. (Art. XIII, Sec. 6, page 24.)
16. Trash, vegetation and garbage containers shall be placed so as not to obstruct the sidewalks or any part of the street and shall not be placed for pickup sooner than the evening prior to scheduled pickup. (Art. XIII, Sec. 7, page 24.)
17. No tents, trailers, vans, shacks, or other temporary buildings or accessory structures shall be constructed or otherwise placed upon the property.
(Art. XIII, Sec. 9, page 24.)
18. **Traffic Regulation and Parking:** Vehicle parking will be regulated in accordance with the Declaration of Covenants, Conditions and Restrictions, Article II, Section 2, (b) and Article VI, Section 6 and Article XIII, Section 10.

No Owner has the right to drive or park upon any portion of the Property not intended for such common use.

Street parking should be avoided, especially during hours of darkness.

Since our streets are narrow, do not park directly across from another resident's driveway.

Vehicles parked in driveways shall not obstruct the sidewalk.

No parking within ten (10) feet of mailboxes between the hours of 8 AM and 4 PM. Sundays and Federal Holidays are excepted from this Rule.

Bent Tree Property Owners Association, Inc.

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No parking within ten (10) feet of any fire hydrant.

Note: Residents are required to keep their vehicles "within their Lot, in a designated parking area". Designated parking area means the driveway or garage. No parking on any grass or preserve area.

Owners, their families, guests, invitees, licensees, and lessees shall obey the posted parking and traffic regulations installed by the Association for the safety, convenience, and welfare of all Owners.

Owners shall provide requested information on all vehicles customarily parked on their property. They will display a decal issued by the Association on their vehicle/s and apply for replacements as vehicles change. Overnight Guests will display a visitor or guest sign. Decals and guest signs will be provided by the Property Manager. Owners are responsible for vehicle rule violations of their guests. Vehicles without the above identification may be towed from common property at the owner's expense. (Art. XIII, Sec. 10, page 24, and Art. XIII, Sec. 19, page 27.)

19. No signs of any kind, except 'For Sale' signs and Security signs, shall be displayed in public view. (Article XIII, Section 11, page 25.)
20. **Animals and Pets:** No animals shall be raised, bred, or kept in any home, except that dogs, cats, or other household pets may be kept on the property, provided they are not kept, bred, or maintained for any commercial purpose. Note: no more than two (2) of cats and/or dogs.

Notwithstanding the foregoing, no animal may be kept on the property, which in the judgment of the Board results in a nuisance or is obnoxious to other residents nearby. No owner shall be permitted to maintain in his or her home any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament, as may be determined in the sole discretion of the Board of Directors.

1. Pets must be kept under leash while in any public area. No pets shall be permitted into the pool area.
2. Each pet owner shall be required to clean up after his or her pet. Each home owner shall be strictly liable to the Association, and shall indemnify the Association, and hold it harmless against any loss or liability resulting from his, his family member's, or lessee's ownership of a pet.
3. If a dog or any other animal becomes a nuisance or obnoxious to other homeowners by barking or otherwise, the pet owner shall remedy the problem or upon written notice from the Association will be required to remove the pet from the property.
(Art. XIII, Sec. 12, page 26 and Art. XIII, Sec. 19.)

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21. Moveable barbecues are permitted to be located and used so long as they are located and used in the rear of residential units. Any other use requires Board approval.
(Art. XIII, Sec. 13, page 26.)
22. No garage shall be enclosed or converted to another use.
(Art. XIII, Sec. 14, page 26.)
23. **Uses Affecting Insurance.** No home owner or lessee shall do or permit any act or failure to act which shall cause any insurance policy held by the Association to become void or suspended, or which would cause any increase in premiums payable by the Association. (Art. XIII, Sec. 15, page 26.)
24. No fences, walls, or other permanent or fixed structures are permitted in the Front Yard area of any lot. Fences, walls, or other permanent or fixed structures in the backyard require ARC/BoD approval prior to installation.
(Art. XIII, Sec. 9, page 24 and Art. XIII, Sec. 16, page 26.)
25. No swimming is allowed in the Lake. No boats with motors of any kind are permitted on the Lake. No boats shall be stored on the Lake or the Lakeshore.
(Art. XIII, Sec. 17, page 26.)
26. **Hurricane Shutters:** (This rule is adopted pending a proposed amendment vote to the Declaration of Covenants in November.)

Each Owner/Lessee who intends to be absent from his home during the hurricane season (June 1 - November 30 of each year) shall prepare his home prior to his departure by doing the following:

1. Remove all furniture, potted plants, and other moveable objects, including garden hoses, from the exterior of his home.
2. Notify the Property Manager of the dates of absence and the name of a responsible person or firm to take care of storm preparation and to care for his home should it suffer storm damage.

The Association is not responsible for damage to any Owner's property.

Hurricane Shutter Definitions:

- a. **Permanent Shutters:** Those shutters which either roll up and down or close in an accordion manner and which are designed to remain permanently fixed to a structure in an open or closed position.
- b. **Temporary Shutters:** Those shutters, which are designed to fit into or on hardware which itself, is permanently installed.

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- c. **Emergency Shutters:** Those shutter devices which do not meet the definition of "permanent" or "temporary" hereunder and which are readily removable and made of plywood or other types of wood or metal.
- d. **Open:** When permanent shutters, as defined above, are in an opened or up position.
- e. **Closed:** When permanent shutters, as defined above, are in a closed or down position.

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Permanent and temporary shutters, and/or hardware, may not be installed without prior written approval of the ARC/BoD.

Shutters may be put in place when a Tropical Storm Watch is issued for Palm Beach County.

Hurricane Shutters are not permitted to remain on a home when the hurricane season is over.

Use

- 1. Permanent shutters shall be maintained in an open position and temporary shutters may not be put in place, except:
 - a. during that period after a Tropical Storm Watch is issued for Palm Beach County.
 - b. when the Owner is not in residence (on vacation during the period from June 1 through November 30) and wishes to secure his home during that absence.
- 2. Emergency shutters may be put in place during the period that a Tropical Storm watch has been declared for Palm Beach County and for a period of not more than seventy-two (72) after the hurricane emergency has been lifted.
- 3. Any shutters which are not installed and/or used as provided herein may be removed by the Association upon no less than three (3) days notice to the Owner or lessee. Should the Association remove the shutters, the cost of the same shall be charged to the Owner and shall be a special assessment against that Unit.
- 4. Any damage to the building during the installation and/or removal of any shutters shall be the responsibility of the Owner. All repairs shall be completed within thirty (30) days.
(Art. XIII, Sec. 19, page 27.)

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27. **Toys.** No bicycles, tricycles, scooters, baby carriages or other similar vehicles or toys (skateboard ramps, or other such structures, hockey goals, portable basketball backboards,) shall be allowed to remain, unattended in the common areas. The sidewalks, walkways, streets and parking areas shall not be obstructed. (Art. XIII, Sec. 19, page 27.)
28. **Damage.** Any damage to the common elements, property, or equipment of the Association caused by any Owner, his family member, guest, invitee or lessee shall be repaired or replaced at the expense of such owner. (Art. XIII, Sec. 19, page 27.)
29. **Pool and Tennis Court.** Conduct at the swimming pool and tennis court shall be governed in accordance with the rules contained in the Property Owners Documents and with the Rules posted at the swimming pool and tennis court.

Owners should be aware that the Bent Tree Swimming Pool has not been approved for night swimming. Therefore, in accordance with Palm Beach County Health Department Regulations, no use of the swimming pool is permitted during the hours between sunset and sunrise. Violators may be prosecuted.

Vandalism will be prosecuted to the full extent of the law.
(Art. XIII, Sec. 19, page 27.)