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O.P. 5939 AGE 85

01 Cash /1 Chg
40 Rec 198.00
41 DS
43 Int.
Tot 193.00

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

BENTLEY PARK

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

14 14686593 72 1. 26F85
40 193.00
TOTAL 193.00 CHK

W I T N E S S E T H:

WHEREAS, Developer intends to develop portions of the real property described in Exhibit A to this Declaration ("Total Property") as a multi-staged planned residential community with open spaces and other common facilities for the benefit of such community, to be known as "Bentley Park"; and

WHEREAS, Declarant is developing parts of the Total Property in conjunction with the Developer;

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

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

WHEREAS, Developer and Declarant desire to commit portions of the Total Property to this Declaration on this date and to provide a method whereby the other portions of the Total Property may become part of the Properties (as herein defined) by recordation of a supplement to this Declaration; and

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

PREPARED BY:
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NOW, THEREFORE, the Developer and Declarant declare that the real property described in Article II, and such additions to such real property as may be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

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

(a) "ACLF Property" means that part of the Property currently shown on the site plan of Bentley Park as intended to be developed as an adult congregate living facility under Chapter 400 of the Florida Statutes. In Developer's sole discretion, the ACLF Property may be used for any other residential purpose.

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

(c) "Assessment" means any Periodic Assessment, Special Assessment or other charge as described in Section 1 of Article VI.

(d) "Assessment Period" shall mean a calendar quarter commencing the first day of December, March, June and September, respectively, of each year, unless otherwise provided by the Board of Directors.

(e) "Association" shall mean and refer to Bentley Park Community Association, Inc., whose purpose is to administer the Properties in accordance with the provisions of the Land Use Documents.

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

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

(h) "Common Properties" shall mean and refer to those areas of land shown on the site plans for Bentley Park, and intended to be devoted to the common use and enjoyment of the owners of the Properties in accordance with the terms of this Declaration. Common Properties shall include: (i) the private

park (pine forest), legally described on Exhibit B, (ii) Parcel F (located within the Village at Bentley Park) on which a swimming pool and cabana are to be constructed, legally described on Exhibit C, (iii) Parcels A and B as shown on the Plats of Bentley Park Phase I and Phase II, recorded in Plat Book 89 at Pages 22, 23 and 24 and 29, 30 and 31 of the Public Records of Pinellas County, Florida, (iv) Parcel A, legally described in Exhibit D, (v) Parcel D legally described in Exhibit E, (vi) Parcel E, legally described in Exhibit F, and (vii) all non-public water and sewer facilities located on the Properties. The Common Properties described in (iii), (iv), (v) and (vi) above include a perimeter wall for the Properties and landscaped areas. The Association is being granted a wall, landscape drainage and utility easement over Lot 1 of The Hamlet at Bentley Park, which easement area is legally described in Exhibit G. That part of the wall constructed on the easement area shall be part of the Common Properties and the easement area shall be treated as Common Properties for the purposes of this Declaration.

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

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

(k) "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed on the Properties including, without limitation, an attached or detached single-family home, an attached townhouse dwelling, a villa, an attached duplex or other multiplex-dwelling, or any apartment-type unit contained in any multi-unit residential building and whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership and possession.

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

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

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

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

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

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

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

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

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

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

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

(t) "Open Space" shall mean and refer to those areas of the Properties which constitute open area, clear from the ground upward, devoid of residential and commercial buildings, accessory structures and impervious areas (except, however, those buildings used exclusively for recreational purposes), and any other areas described as Open Spaces, in the Pinellas County Zoning Regulations, effective as of the date of this Declaration.

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

(v) "Properties" shall mean and refer to the property described in Article II, Section 2 of this Declaration.

(w) "Road" shall mean those private streets, roads, terraces, drives, cul-de-sacs, courts, and avenues including the entire rights-of-way as designated and set forth on the Plat.

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

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

ARTICLE II

PROPERTY SUBJECT TO THIS
DECLARATION AND ADDITIONS THERETO

Section 1. All of Bentley Park.

(a) It is intended that Bentley Park be developed as a multi-staged planned residential community in such fashion that there will be Neighborhood Associations governing most, if not all, Dwelling Units in areas where Dwelling Units are individually owned. Where Dwelling Units are contained in a building under one ownership, such as, for example, an adult congregate living facility, then there will not be a Neighborhood Association for that area.

(b) It is intended that the number of Dwelling Units (subject to change) will be as follows:

- (i) The Hamlet at Bentley Park - 110
- (ii) The Village at Bentley Park - 469
- (iii) The ACLF Property - 200.

(c) For purposes of voting rights under Article III, it shall be assumed that the Developer owns the maximum number of Dwelling Units listed in paragraph (b) above, whether or not constructed, less whatever Dwelling Units have been sold by the Developer.

Section 2. Existing Property. The real property which initially is, and shall be, held, transferred, sold conveyed and occupied subject to this Declaration is located in Pinellas County, Florida, and is more particularly described as Lots 1 through 112, of The Hamlet at Bentley Park, according to the Plats thereof, recorded in Plat Book 89, at Pages 22, 23 and 24 and 29, 30 and 31 of the Public Records of Pinellas County, Florida all of Blocks 1 through 35 of The Village at Bentley Park, Phase I, according to the plat thereof recorded in Plat Book 89, at Pages 81, 82, 83 and 84 of the Public Records of Pinellas County, Florida, (the "Properties").

Section 3. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations (which shall not

require the consent of Owners or the Association or any mortgagee) and thereby add to the Properties. The Developer shall not be required to bring all lands legally described in Exhibit A under the provisions of this Declaration. Unless and until any such lands are brought within the provisions of this Declaration by the recording of a supplemental declaration, this Declaration shall not be considered an encumbrance upon title to those lands.

(b) Additions by Approval of Members. Without restriction upon the Developer to add to the Properties in the manner provided in the foregoing Paragraph (a), upon approval in writing of the Association pursuant to a vote of its Members as provided in the Articles, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

(c) Additions by Merger. Upon a merger or consolidation of the Association with another association as provided in the Articles, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Properties together with the Covenants and Restrictions established upon any other property as one scheme.

Section 4. Site Plan Changes. Developer reserves the right to make such changes and/or modifications to any plat or site plan as are required by appropriate governmental authorities or as Developer deems necessary for additions to the Existing Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; TURNOVER

Section 1. Membership. Each Neighborhood Association, the Developer and the owner of the ACLF Property (at such time and only if the ACLF Property is brought within the jurisdiction of this Association pursuant to Article II, Section 3 of this Declaration) shall be the Members of the Association.

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

(a) Class "A". Class "A" Members shall be all those owners as defined in Section 1 of this Article III with the exception of the Developer and the Declarant. Class "A" Members shall be entitled to one vote for each Lot or Dwelling Unit governed by that Member (other than Lots or Dwelling Units owned by the Developer or Declarant). However, a Dwelling Unit constructed on a Lot shall not entitle the Member to an additional vote.

(b) Class "B".

(i) The Class "B" Members shall be the Developer and the Declarant. Each Class "B" Member shall be entitled to three votes for each Lot and Dwelling Unit owned by it and the Developer shall be entitled as a Class "B" Member to three votes for each Dwelling Unit in the ACLF Property for as long as it owns any part of the ACLF Property, provided that the Class "B" Membership shall cease and become converted to Class "A" Membership on the happening of the earlier of either of the following events:

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

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

(C) On January 1, 2004.

(ii) From and after the happening of the earlier of these events, each Class "B" Member shall be deemed to be a Class "A" Member entitled to one vote for each Lot owned by it and the Developer shall be entitled to one vote for each Dwelling Unit in the ACLF for as long as it owns any part of the ACLF Property.

Section 3. Turnover. Within ninety (90) days after the Developer no longer has the right to elect or appoint a majority of the Board, the Members shall assume control of the Association and the Association shall conduct a Special Meeting of the Membership (the "Turnover Meeting") for the purpose of electing the Board of Directors. However, as long as the Developer is the Owner of one Lot, the Developer shall be entitled to appoint one Member to the Board of Directors.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 4 and the additional provisions of this Declaration, every Owner, his agents, licensees and invitees, shall have a permanent and perpetual easement for the use and enjoyment of the Common Properties and each easement shall be appurtenant to and shall pass with a title to every Lot. Such easements of enjoyment shall include but not be limited to the Member's right of ingress and egress over the streets, roadways and walkways on the Common Properties for purposes of access to the Member's Lot or Dwelling Unit, which right of ingress or egress shall not be subject to any fees or charges.

Section 2. Title to Common Properties.

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

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

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

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

(b) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no

such dedication or transfer, shall be effective unless an instrument signed by the appropriate officers of the Association certifying that a Special or Regular Meeting of Members called for such purpose, of which thirty (30) days' prior written notice was sent to each Member, that the vote of two-thirds (2/3) of the Members present, either in person or by proxy, was obtained, agreeing to such dedication or transfer;

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

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

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

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

(g) The easements described in Sections 4, 5 and 6 of this Article IV.

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

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

Section 6. Developer's Construction and Sales Activities. In addition to the property rights granted in this Declaration to the Developer, as an Owner or otherwise, the Developer

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

ARTICLE V

COVENANTS FOR ASSESSMENTS

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

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

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

Section 4. Basis and Maximum Amount of Periodic Assessments.

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

(b) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWO HUNDRED TWENTY NINE AND 80/100--- Dollars (\$ 229.80) per Lot or Dwelling Unit, plus any amounts that may be assessed under Section 5 of this Article.

(i) From and after January 1 of the year immediately following the conveyance of the first Lot or Dwelling Unit to an Owner, the maximum annual assessment may be increased each year without a vote of the Membership by a sum not more than five percent (5%) above the sum of: (1) the maximum assessment for the previous year, adjusted to reflect price increases based on the U.S. Government's current Consumer Price Index All Cities-All Items (1967 = 100) as published by the U.S. Department of Labor, plus (2) increases mandated by governmental agencies and/or increased costs incurred to obtain services from utility entities.

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

(c) The Board may change the budget and level of Periodic Assessments at a duly constituted meeting of the Board which occurs after the Turnover Meeting, provided that written notice containing a copy of the newly adopted budget

outlining the assessment change is sent to all Members at least thirty (30) days in advance of the effective date of the adopted change. For each twelve-month period thereafter commencing on the first day of December (hereinafter called an "Assessment Year"), the Periodic Assessments may be adjusted by vote of the Board at a duly held meeting after giving proper notice as described above.

Section 5. Special Assessments.

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

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

Section 6. Uniform Rate of Assessment. All Periodic and Special Assessments shall be at a uniform rate for each Lot and Dwelling Unit. However, until such time as the Class "B" membership converts to Class "A" membership, the maintenance costs for the unsold Lots and Dwelling Units chargeable to the Developer and the Declarant will be determined as follows: The total amounts charged for common expenses to owners of Lots and Dwelling Units other than the Developer and the Declarant will be deducted from the total common expenses as incurred by the Association and the difference will be paid by the Developer and the Declarant as its contribution to cover the common expenses for the unsold Lots, Dwelling Units and the ACLF Property (if unsold) on a pro rata basis. The Association shall have a lien upon all unsold Lots, Dwelling Units and the ACLF Property until such difference is paid; such lien is to be enforceable in accordance with this Article. After the Class B membership converts to Class A membership, the Developer and the Declarant will pay

the same assessment for common expenses on each of said Lots and Dwelling Units as every other owner. Nothing in this Section 6 shall be construed to require a Member other than the Developer and the Declarant to pay more than the maximum annual assessment in Section 4 above except in accordance with that section. Nor shall this Section 6 be construed to require a Member other than the Developer and the Declarant to pay more than his proportionate share (based on the total number of Lots and Dwelling Units under this Declaration) of the estimated operating budget for the year in question, which budget shall be determined as if all Lots, Dwelling Units and the ACLF Property which have been brought under the scope of this Declaration were occupied and the Association were in full operation.

Section 7. Duties of the Board of Directors.

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

(b) The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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

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

(b) Prior to the voluntary sale of any Lot, Dwelling Unit or ACLF Property, the Owner may request from the proper officers of the Association a certificate, in recordable

form, as to whether the Owner has paid all assessments to date. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

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

Section 9. Subordination of the Lien to Mortgages.

(a) The lien of the assessments against any Lot, Dwelling Unit or ACLF Property shall be subordinate to the lien of any First Mortgagee now or hereafter placed upon the Lot, Dwelling Unit or the ACLF Property. If a First Mortgagee of record, or other purchaser, obtains title to such property as a result of foreclosure of the lien of such First Mortgagee or as a result of a deed given in lieu of foreclosure thereof, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association chargeable to the former Owner of such Lot, Dwelling Unit or ACLF Property which became due and payable prior to the acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such assessments are secured by a Claim of Lien for assessments that is recorded prior to the recording of such mortgage.

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

Section 10. Collections of Assessments. The Neighborhood Associations shall be responsible for collecting all assessments by the Association against Owners within their Neighborhood and forwarding same promptly to the Association. Such assess-

ments shall not be considered part of the Neighborhood Association's budget and the Neighborhood Association shall not be entitled to use any of such funds. The owner of the ACLF Property shall be responsible for paying assessments directly to the Association.

Section 11. Exempt Property. There shall be exempted from the assessments, charges and liens created herein all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to public use.

**ARTICLE VI
DESIGN REVIEW BOARD**

Section 1. Members of Board. The Association shall have a Design Review Board (the "DRB") consisting of not less than three (3) members and not more than five (5) members. The initial members of the DRB shall consist of persons designated by the Developer. Each of said persons shall hold office until all Lots, Dwelling Units and the ACLF Property have been conveyed by Developer, or any interest that Developer might have in any Lot, Dwelling Unit or the ACLF Property has been terminated, or sooner at the option of the Developer. Thereafter, each new member of the DRB shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. The Board of Directors shall have the right to appoint and remove (either with or without cause) any and all members of the DRB at any time, except for members of the DRB appointed by the Developer.

Section 2. Review of Proposed Construction.

(a) Except for the exemption in Section 9 below, no building, fence, wall or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained in the Properties, nor shall any addition, change or alteration visible from the exterior be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the DRB.

(b) The DRB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the

appearance of the Properties as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The DRB shall adopt design review criteria for submissions, which criteria shall be amended from time to time by the DRB. However, any proposal or plans and specifications submitted in compliance with paragraph (c) shall be subject to the criteria in effect prior to the date of submission and not to any amendments adopted after that date.

(c) The DRB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The DRB may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The DRB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors.

(d) Until receipt by the DRB of any and all required plans and specifications, the DRB may postpone review of any plans submitted for approval. The DRB shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved.

(e) The DRB herein shall be the ultimate deciding body and its decisions shall take precedence over all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

Section 3. Meetings of the DRB. The DRB shall meet from time to time as necessary to perform its duties hereunder. The DRB may from time to time, by resolution unanimously adopted in writing, designate any DRB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the DRB, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of a majority of the members of the DRC shall constitute an act of the DRB.

Section 4. No Waiver of Future Approvals. The approval of the DRB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the DRB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and

specifications, drawings or other matters subsequently or additionally submitted for approval or consent.

Section 5. Compensation. The members of the DRB (or any DRC, if established) shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The DRB (or DRC, if established), however, shall have the power to engage the services of professionals to serve as members of the DRB for compensation for purposes of aiding the DRB in carrying out its functions.

Section 6. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article VI, the applicant (the "Applicant") shall give written notice of completion to the DRB.

(b) Within thirty (30) days after receipt of the notice of completion, the DRB or its duly authorized representative may inspect such improvement. If the DRB finds that such work was not completed in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and requiring the Applicant to remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification of noncompliance, the Applicant shall have failed to remedy such noncompliance, the DRB shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

(d) If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a special assessment against such Applicant for reimbursement.

(e) If for any reason the DRB fails to notify the Applicant of any noncompliance within thirty (30) days after receipt of the written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with said approved plans.

Section 7. Non-Liability of DRB Members. Neither the DRB nor any member thereof, nor its duly authorized DRB representative, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the DRB's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The DRB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely for the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Properties. The DRB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 8. Variance. The DRB may authorize variances from compliance with any of the design review criteria when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing which must be signed by at least a majority of the members of the DRB. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the premises.

Section 9. Developer's Exemption. The Developer and the Declarant shall be exempt from the provisions of this Article VI with respect to alterations and additions to be made by Developer or the Declarant and shall not be obligated to obtain DRB approval for any construction or changes in construction which the Developer or the Declarant may elect to make at any time.

Section 10. Attorneys' Fees. For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other

expenses against an Owner, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment.

ARTICLE VII

INSURANCE

(a) Property and casualty insurance on the Common Properties shall be maintained through the Association, in an amount equal to the maximum insurable value thereof. All damaged property shall be repaired and restored to the original condition using the proceeds of the insurance and, if the insurance proceeds are inadequate to cover the costs of such repair and restoration, Special Assessments. In the event that the insurance proceeds shall be greater than the amount required to repair and restore the damage, the excess shall be deposited with the Association for the operation of the Association and/or maintenance of the Properties. Prior to the end of each policy year, the Association shall cause the insured properties to be reappraised and shall adjust the insurance coverage so that the Common Properties are insured for their maximum insurable value.

(b) The Association shall also purchase such other insurance as may be necessary on the Common Properties and for purposes of properly operating the Association. The Association may also purchase liability insurance covering the Association's Directors and Officers.

(c) The premiums of all insurance policies purchased by the Association shall be deemed to be general expenses for the Association and shall be paid by the Members through Periodic Assessments.

ARTICLE VIII

MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION

Section 1. General Maintenance. The responsibility for the maintenance of the Properties is divided between the Association, the Neighborhood Associations, and the Owners. Maintenance of Lots and Dwelling Units are the responsibility of the Owners and Neighborhood Associations as set out in the Neighborhood Declarations. The maintenance of the Common Properties is the responsibility of the Association. The Association shall have the right to enforce any and all of the rights and obligations of a Neighborhood Association in the event of a failure by the Neighborhood Association to enforce or abide by its or an

Owner's respective maintenance obligations and the use restrictions pertaining to Neighborhood Associations and Owners. Any costs and expenses incurred by the Association in such enforcement shall be assessed to the Owner(s), as applicable.

Section 2. Lakes, Canals and Drainage Areas.

(a) This Association shall have the obligation to maintain all lakes, canals and drainage areas in good condition as to aquatic weed control and any other maintenance and drainage problems not handled by Pinellas County.

(b) Even though the Association will hold title to such areas, each Neighborhood Association, or the owner of the ACLF Property, if it borders or encompasses any of such lakes, canals, or drainage areas, shall have the obligation to maintain and cut the adjacent grass area and common expenses of that Neighborhood Association or general expenses of the owner of the ACLF Property shall be expended for such maintenance and cutting with no obligation on the part of the Association to expend any of its funds for that purpose. In the event the Neighborhood Association or owner of the ACLF Property obligated for such maintenance and cutting does not in the opinion of the Association provide proper maintenance and cutting, then this Association shall have the right to provide for such maintenance and cutting and charge the members of the Neighborhood Association or the owner of the ACLF Property a Special Assessment to cover the cost of such maintenance and cutting.

Section 3. Roads. The Association shall maintain and cut the landscaped or grassed area within the median strips in the Roads to the extent permitted by Pinellas County.

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

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

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

Section 7. Maintenance of Masonry Walls.

(a) Any masonry walls surrounding portions of the Properties (not otherwise required to be maintained by a Neighborhood Association or the owner of the ACLF Property) shall be maintained by the Association, and a perpetual easement of ingress and egress over the Lots, land on which Dwelling Units are located, and any common areas of Neighborhood Associations, abutting such masonry walls is hereby granted to the Association for purposes of repair, construction and maintenance activities related to any such masonry walls. No Owner shall use any such masonry wall as support for any walls on the Owner's property.

(b) The area between any road and a masonry wall, such as the wall along Alderman Road (which is to be maintained by the Association), shall be maintained by the Association.

ARTICLE IX

PERMITTED AND PROHIBITED USES

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise. Dredging and excavating, and installation of wells and pumps, are permitted in connection with the construction or reconstruction of Common Properties or Dwelling Units.

Section 2. Trash. No part of the Common Properties shall be used or maintained as a dumping ground for trash, rubbish or garbage.

Section 3. Parking.

(a) The parking and storage of automobiles and other motor vehicles, including but not limited to commercial and recreational vehicles, shall not be permitted on the Properties except in certain designated areas, if and when the Board of Directors designates such areas. By way of example but not limitation, this provision shall apply to all cars, boats, campers, trailers and vans.

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

Section 4. Signs. No sign of any nature whatsoever shall be erected or displayed upon the Common Properties except where express prior written approval of the size, shape, content and location thereof has been obtained from the DRB, which approval may be arbitrarily withheld, except that withholding of consent by the DRB for advertising and promotion of the Properties shall not be arbitrary or unreasonable.

Section 5. Additional Temporary or Permanent Structures; Walls. No structure of a temporary or permanent character, shall be used or erected on any of the Common Properties without prior approval of the DRB. No Owner shall connect any wall to the masonry wall maintained by the Association along Alderman Road or use such wall for support for any wall constructed by the Owner.

Section 6. Animals. All pets shall be leashed and controlled while on the Common Properties and shall not be allowed to become a nuisance.

Section 7. Nuisance and Trespassing. Nothing shall be done on any part of the Properties which may be or may become an annoyance or nuisance, such question shall be submitted to the Association for a decision in writing, whose decision shall be final. The Board of Directors shall have the authority to have any unauthorized person or vehicle arrested or removed from the Properties.

Section 8. Weeds. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the Properties, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, and in the event that any Owner shall fail or refuse to keep his Lot or Dwelling Unit(s) free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon such Lot or Dwelling Unit(s) and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass.

Section 9. Swimming Pools as Common Areas. It is intended, but not required, that there be two swimming pools in Bentley Park if all of the Total Property becomes part of Bentley Park. In such case, the Board of Directors shall have the power to designate one of the two pools for use only by persons sixteen years and older.

Section 10. Additional Rules and Regulations. The Developer, until the Turnover Meeting, and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed for the best interests of

the Association and its Members for purposes of enforcing the provisions of this Article IX.

Section 11. Right to Abate Violations. The Association or the Developer, prior to the Turnover Meeting, and the Association thereafter, after reasonable notice and opportunity to cure a violation given to an Owner, may cure the violation and charge the cost thereof against the Owner as a Special Assessment.

Section 12. Exemption for Developer. The Developer, provided that it owns any Lot, Dwelling Unit, or Land Segment in the Properties or in the event that the Developer is doing construction work within the Properties, shall be exempt from the provisions of this Article IX and Article VIII, Sections 2 and 3.

ARTICLE X

ENFORCEMENT PROVISIONS

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

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

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is

recorded. After the original thirty (30) year period, the covenants and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such thirty (30) year period, or each successive ten (10) year period, an instrument signed by the then Owners of two-thirds (2/3) of the Dwelling Units agreeing to terminate the covenants and restrictions at the end of such thirty (30) year or ten (10) year period has been recorded in the Public Records of Pinellas County. No such agreement to terminate the covenants and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be permissible by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners of not less than ninety percent (90%) of the total number of Dwelling Units and thereafter by an instrument signed by Owners of not less than seventy-five percent (75%) of the total number of Dwelling Units. Developer shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein, or to change or add provisions to this Declaration for the purpose of meeting the requirements of governmental agencies, including but not limited to the Federal Housing Administration and the Veterans Administration, so long as such amendments do not materially affect vested property rights of unit Owners, lienors or mortgagees. Such Amendment need be executed and acknowledged by the Developer only, and need not be approved by the Association, unit Owners, lienors and mortgagees of units, whether or not elsewhere required for amendments. No Amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection and the County Attorney of Pinellas County, if he determines his consent to be necessary.

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

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

Section 7. Withdrawal. Anything herein to the contrary notwithstanding, the Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

Section 8. FHA/VA/FNMA/FHLMC Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, where any of such entities has an interest: mergers and consolidations, mortgaging of Common Area, dedication to a public body of any Common Area, dissolution and amendment of this Declaration, and annexation of additional properties.

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

WITNESSES:

AMERIFIRST DEVELOPMENT CORPORATION

Cunda M. Sutton

By: Gene F. Cermak
V.P. President

Cunda M. Sutton

Attest: Ann Burek
Asst. Secretary

(SEAL)

(DEVELOPER)

STATE OF FLORIDA)
) SS:
COUNTY OF)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, GENE F. CERMAK, SENIOR VICE - President and ANN BUREK, ASSISTANT Secretary respectively

of AMERIFIRST DEVELOPMENT CORPORATION, a Florida corporation, to me well known to be the officers who executed and placed the Corporation's seal on the foregoing instrument and acknowledged the execution thereof to be the free act and deed of such Corporation for the uses and purposes therein mentioned.

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

J. H. Sanchez
NOTARY PUBLIC

State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires January 21, 1985
Bonded thru Maynard Bonding Agency

PINELLAS ASSOCIATES

BY: CATALINA HOMES, INC.
General Partner

By: [Signature] President

Attest: [Signature] Secretary

Donda M. Sutton

AMERIFIRST DEVELOPMENT CORPORATION

By: [Signature] President

Attest: [Signature] Secretary

Donda M. Sutton

(SEAL)

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

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

LEGAL DESCRIPTION - THE VILLAGE AT BENTLEY PARK

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

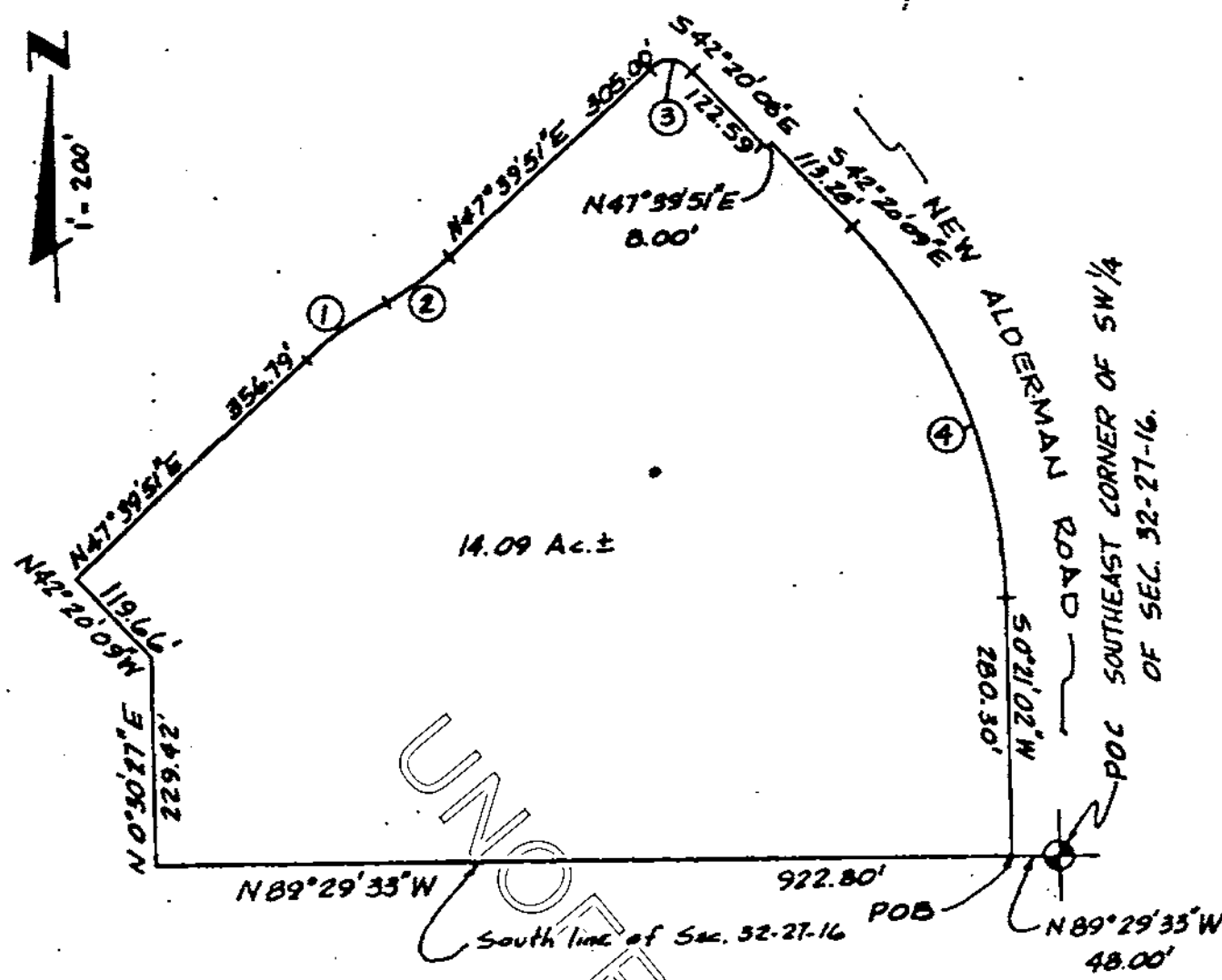
Commence at the Northwest corner of the Southwest quarter of said Section 32; thence S 01° 09' 13" E, along the West line of said Section 32, for 40.02 feet to the POINT OF BEGINNING; thence S 89° 25' 38" E, for 311.79 feet; thence S 00° 34' 22" W, for 90.00 feet; thence S 03° 46' 10" W, for 100.16 feet; thence S 00° 34' 22" W, for 75.00 feet; thence S 89° 25' 38" E, for 288.00 feet; thence S 00° 34' 22" W, for 470.00 feet; thence S 89° 25' 38" E, for 486.23 feet; thence S 21° 48' 59" W, for 106.97 feet; thence S 34° 04' 12" E, for 179.58 feet; thence S 43° 00' 29" W, for 105.28 feet; thence S 02° 49' 43" E, for 126.84 feet; thence S 48° 39' 55" E, for 121.45 feet; thence N 88° 50' 40" E, for 62.90 feet; thence N 62° 47' 32" E, for 79.25 feet; thence N 88° 50' 40" E, for 681.42 feet to the point of intersection with a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 1089.74 feet, a central angle of 16° 00' 21", an arc length of 304.42 feet and a chord bearing S 27° 16' 13" E, for 303.43 feet; thence S 54° 43' 36" W, along a line radial to said curve, for 8.00 feet to the point of intersection with a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 1097.74 feet, a central angle of 07° 03' 45", an arc length of 135.31 feet and a chord bearing S 38° 48' 16" E, for 135.23 feet to the point of tangency; thence S 42° 20' 09" E, for 321.59 feet; thence N 47° 39' 51" E, for 8.00 feet; thence S 42° 20' 09" E, for 113.28 feet to the point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 626.07 feet, a central angle of 42° 41' 11", an arc length of 466.43 feet and a chord bearing S 20° 59' 33" E, for 455.72 feet to the point of tangency; thence S 00° 21' 02" W, for 280.30 feet to a point on the South line of said Section 32; thence N 89° 29' 33" W along said South line, for 2599.40 feet to the Southwest corner of the Southwest quarter of said Section 32; thence N 01° 09' 13" W, along the West line of said Section 32, for 2605.51 feet to the POINT OF BEGINNING, and containing 95.15 acres, more or less, less and except the following parcel being more particularly described as follows:

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

Commence at the Southeast corner of the Southwest quarter of said Section 32; thence N 89° 29' 33" W, along the South line of the Southwest quarter of said Section 32, for 48.00 feet to the POINT OF BEGINNING; thence continue N 89° 29' 33" W, along said South line, for 922.80 feet; thence N 00° 30' 27" E, for 229.42 feet; thence N 42° 20' 09" W, for 119.66 feet; thence N 47° 39' 51" E, for 356.79 feet to the point of curvature of a curve concave to the Southeast; thence northeasterly along the arc of said curve, having a radius of 350.00 feet, a central angle of 15° 02' 48", an arc length of 91.92 feet and a chord bearing N 55° 11' 15" E, for 91.65 feet to the point of reverse curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 350.00 feet, a central angle of 15° 02' 48", an arc length of 91.92 feet and a chord bearing N 55° 11' 15" E, for 91.65 feet to the point of tangency; thence N 47° 39' 51" E, for 305.00 feet to the point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 90° 00' 00", an arc length of 39.27 feet and a chord bearing S 87° 20' 09" E, for 35.36 feet to the point of tangency; thence S 42° 20' 09" E, for 122.59 feet; thence N 47° 39' 51" E, for 8.00 feet; thence S 42° 20' 09" E, for 113.28 feet to the point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 626.07 feet, a central angle of 42° 41' 11", an arc length of 466.43 feet and a chord bearing S 20° 59' 33" E, for 455.72 feet to the point of tangency; thence S 00° 21' 02" W, for 280.30 feet to the POINT OF BEGINNING, and containing 14.09 acres, more or less.

TOTAL NET ACREAGE = 81.06 acres, more or less.

This is NOT a survey.



CURVE TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1.	350.00'	15°02'48"	91.92'	91.65'	N 55°11'15\"E
2.	350.00'	15°02'48"	91.92'	91.65'	N 55°11'15\"E
3.	25.00'	90°00'00"	39.27'	35.36'	S 87°20'09\"E
4.	626.07'	42°41'11"	466.43'	455.72'	S 20°59'33\"E

RECEIVED
10/8/84

ACLF SITE

Job No. 590-343.93	Calculated by: MH	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNIGAN, INC. Professional Land Surveyor # 3000 State of Florida POST, BUCKLEY, SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS and PLANNERS 800 ENTERPRISE ROAD, CLEARWATER, FLORIDA 34609
Date 5-3-84	Drawn by: ED	
Sheet 1 of 2	Checked by: B	

LEGAL DESCRIPTION - ACLF SITE

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

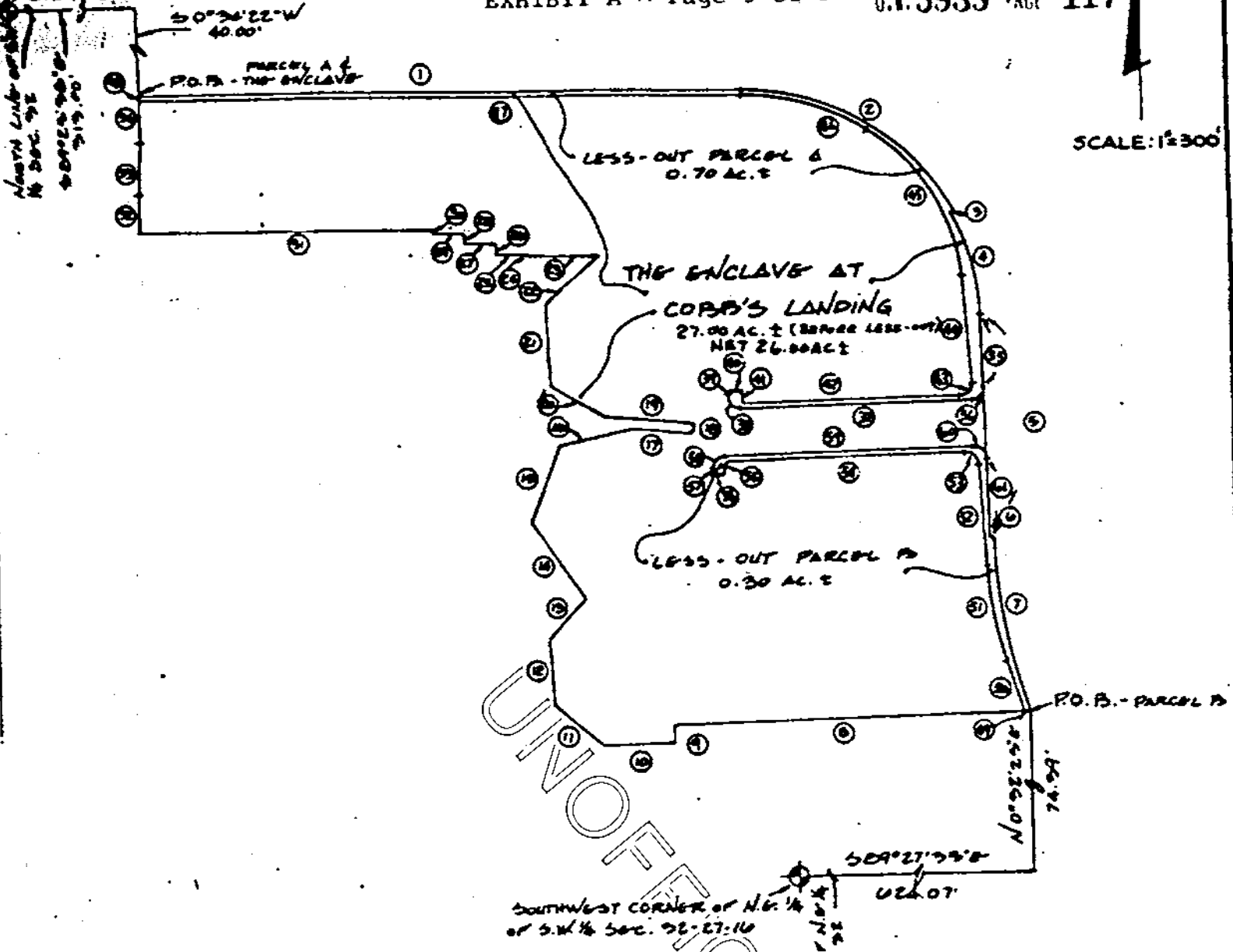
Commence at the Southeast corner of the Southwest quarter of said Section 32; thence N 89° 29' 33" W, along the South line of the Southwest quarter of said Section 32, for 48.00 feet to the POINT OF BEGINNING; thence continue N 89° 29' 33" W, along said South line, for 922.80 feet; thence N 00° 30' 27" E, for 229.42 feet; thence N 42° 20' 09" W, for 119.66 feet; thence N 47° 39' 51" E, for 356.79 feet to the point of curvature of a curve concave to the Southeast; thence northeasterly along the arc of said curve, having a radius of 350.00 feet, a central angle of 15° 02' 48", an arc length of 91.92 feet and a chord bearing N 55° 11' 15" E, for 91.65 feet to the point of reverse curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 350.00 feet, a central angle of 15° 02' 48", an arc length of 91.92 feet and a chord bearing N 55° 11' 15" E, for 91.65 feet to the point of tangency; thence N 47° 39' 51" E, for 305.00 feet to the point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 90° 00' 00", an arc length of 39.27 feet and a chord bearing S 87° 20' 09" E, for 35.36 feet to the point of tangency; thence S 42° 20' 09" E, for 122.59 feet; thence N 47° 39' 51" E, for 8.00 feet; thence S 42° 20' 09" E, for 113.28 feet to the point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 626.07 feet, a central angle of 42° 41' 11", an arc length of 466.43 feet and a chord bearing S 20° 59' 33" E, for 455.72 feet to the point of tangency; thence S 00° 21' 02" W, for 280.30 feet to the POINT OF BEGINNING; and containing 14.09 acres, more or less.

UNOFFICIAL COPY

LD9:JJ/10

05/30/84 - 590-343.93
ACLF Site

This is NOT a survey.
 Northwest corner of
 S.W. 1/4 Sec. 28-27-10



SCALE: 1"=300'

UNOFFICIAL COPY PRELIMINARY

10/8/84

LEGAL AND SKETCH FOR BENTLEY PARK

HAMLET AT BENTLEY PARK

SEE ATTACHED LEGAL DESCRIPTION & COURSE TABLE

Job No. 590-343.93	Calculated by: MEH	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNIGAN, INC. <i>Jack L. Byrd</i> Professional Land Surveyor # 3000 State of Florida
Date 3-5-84	Drawn by: K.J.B.	
Sheet 1 of 5	Checked by: KB & JB & MFH	

POST, BUCKLEY, SCHUH & JERNIGAN, INC.
 CONSULTING ENGINEERS and PLANNERS
 200 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33849

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

Commence at the Northwest corner of the Southwest quarter of said Section 32; thence S 89° 25' 38" E, along the North line of the Southwest quarter of said Section 32, for 313.00 feet; thence S 00° 34' 22" W, for 40.00 feet to the POINT OF BEGINNING; thence S 89° 25' 38" E, for 1147.28 feet to the point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 450.22 feet, a central angle of 61° 33' 26", an arc length of 483.71 feet and a chord bearing S 58° 38' 55" E, for 460.77 feet; thence S 62° 07' 48" W, along a line radial to said curve, for 8.00 feet to the point of intersection with a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 442.22 feet, a central angle of 26° 42' 53", an arc length of 206.19 feet and a chord bearing S 14° 30' 46" E, for 204.33 feet to the point of tangency; thence S 01° 09' 20" E, for 433.23 feet; thence N 88° 50' 40" E, for 8.00 feet to the point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve having a radius of 1089.74 feet, a central angle of 18° 06' 43", an arc length of 344.48 feet and a chord bearing S 10° 12' 41" E, for 343.05 feet to a non-tangent point; thence S 88° 50' 40" W, for 681.42 feet; thence S 01° 09' 20" E, for 34.81 feet; thence S 88° 50' 40" W, for 134.10 feet; thence N 48° 39' 55" W, for 121.45 feet; thence N 02° 49' 43" W, for 126.84 feet; thence N 43° 00' 29" E, for 105.28 feet; thence N 34° 04' 12" W, for 179.58 feet; thence N 21° 48' 59" E, for 159.13 feet; thence N 77° 42' 10" E, for 139.60 feet; thence S 84° 36' 44" E, for 116.98 feet; thence N 13° 17' 33" E, for 20.19 feet; thence N 84° 36' 44" W, for 170.24 feet; thence N 59° 29' 40" W, for 120.00 feet; thence N 02° 32' 10" W, for 157.13 feet; thence N 48° 00' 50" E, for 141.58 feet; thence N 89° 25' 38" W, for 134.37 feet; thence N 00° 34' 22" E, for 3.13 feet; thence N 89° 25' 38" W, for 60.00 feet; thence N 00° 34' 22" E, for 22.34 feet; thence N 89° 25' 38" W, for 60.00 feet; thence N 00° 34' 22" E, for 19.99 feet; thence N 89° 25' 38" W, for 60.00 feet; thence N 00° 34' 22" E, for 8.13 feet; thence N 89° 25' 38" W, for 558.00 feet; thence N 00° 34' 22" E, for 75.00 feet; thence N 03° 46' 10" E, for 100.16 feet; thence N 00° 34' 22" E, for 90.00 feet to the POINT OF BEGINNING, and containing 27.00 acres, more or less, LESS AND EXCEPT the following two (2) parcels:

PARCEL A:

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

Commence at the Northwest corner of the Southwest quarter of said Section 32; thence S 89° 25' 38" E, along the North line of the Southwest quarter of said Section 32, for 313.00 feet; thence S 00° 34' 22" W, for 40.00 feet to the POINT OF BEGINNING; thence S 89° 25' 38" E, for 1147.28 feet to the point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 450.22 feet, a central angle of 61° 33' 26", an arc length of 483.71 feet and a chord bearing S 58° 38' 55" E, for 460.77 feet; thence S 62° 07' 48" W, along a line radial to said curve, for 8.00 feet to the point of intersection with a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 442.22 feet, a central angle of 26° 42' 53", an arc length of 206.19 feet and a chord bearing S 14° 30' 46" E, for 204.33 feet to the point of tangency; thence S 01° 09' 20" E, for 142.00 feet to the point of curvature of a curve concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 90° 00' 00", an arc length of 39.27 feet and a chord bearing S 43° 50' 40" W, for 35.36 feet to the point of tangency; thence S 88° 50' 40" W, for 435.36 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 104° 26' 53", an arc length of 45.57 feet and a chord bearing N 38° 55' 53" W, for 39.52 feet to the point of reverse curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 525.00 feet, a central angle of 00° 25' 26", an arc length of 3.88 feet and a chord bearing N 13° 15' 11" E, for 3.88 feet to a non-tangent point; thence N 88° 50' 40" E, for 25.00 feet; thence S 01° 09' 20" E, for 25.00 feet; thence N 88° 50' 40" E, for 412.54 feet to the point of curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 93° 01' 20", an arc length of 40.59 feet and a chord bearing N 42° 20' 00" E, for 36.28 feet to the point of tangency; thence N 04° 10' 39" W, for 210.22 feet to the point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 375.00 feet, a central angle of 52° 51' 30", an arc length of 345.96 feet and a chord bearing N 31° 22' 16" W, for 333.82 feet to the point of compound curvature of a

LD21:W3/1

590-343.93
2/28/84

PRELIMINARY

curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 440.22 feet, a central angle of $31^{\circ}37'37''$, an arc length of 243.00 feet and a chord bearing $N 73^{\circ}36'49'' W$, for 239.93 feet to the point of tangency; thence $N 89^{\circ}25'38'' W$, for 1147.28 feet; thence $N 00^{\circ}34'22'' E$, for 10.00 feet to the POINT OF BEGINNING, and containing 0.70 acres, more or less,

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Along with:

PARCEL B:

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

Commence at the Southwest corner of the Northeast quarter of the Southwest quarter of said Section 32; thence $S 89^{\circ}27'35'' E$, along the South line of the Northeast quarter of the Southwest quarter of said Section 32, for 624.07 feet; thence $N 00^{\circ}32'25'' E$, for 74.39 feet to the POINT OF BEGINNING; thence $S 88^{\circ}50'40'' W$, for 11.70 feet; thence $N 17^{\circ}25'35'' W$, for 102.70 feet to the point of curvature of a curve concave to the Southeast; thence northwesterly along the arc of said curve, having a radius of 750.00 feet, a central angle of $14^{\circ}17'38''$, an arc length of 187.11 feet and a chord bearing $N 10^{\circ}16'46'' W$, for 186.82 feet to the point of tangency; thence $N 03^{\circ}07'57'' W$, for 198.13 feet to the point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of $88^{\circ}01'22''$, an arc length of 38.41 feet and a chord bearing $N 47^{\circ}08'39'' W$, for 34.74 feet to the point of tangency; thence $S 88^{\circ}50'40'' W$, for 452.68 feet; thence $S 13^{\circ}17'33'' W$, for 25.82 feet; thence $S 88^{\circ}50'40'' W$, for 25.82 feet; thence $N 13^{\circ}17'33'' E$, for 16.77 feet to the point of curvature of a curve concave to the Southeast; thence northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of $75^{\circ}33'07''$, an arc length of 32.97 feet and a chord bearing $N 51^{\circ}04'07'' E$, for 30.63 feet to the point of tangency; thence $N 88^{\circ}50'40'' E$, for 471.43 feet to the point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of $90^{\circ}00'00''$, an arc length of 39.27 feet and a chord bearing $S 46^{\circ}09'20'' E$, for 35.36 feet to the point of tangency; thence $S 01^{\circ}09'20'' E$, for 151.23 feet; thence $N 88^{\circ}50'40'' E$, for 8.00 feet to the point of intersection with a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 1089.74 feet, a central angle of $18^{\circ}06'43''$, an arc length of 344.48 feet and a chord bearing $S 10^{\circ}12'41'' E$, for 343.05 feet to the POINT OF BEGINNING, and containing 0.30 acres, more or less.

TOTAL NET ACREAGE = 26.00 acres, more or less.

PRELIMINARY COPY

PRELIMINARY

LD21:W3/2

590-343.93
2/28/84

COURSE TABLE

No.	Radius	Delta	Arc	Distance	Bearing
1	--	--	--	1147.28'	S 89°25'38" E
2	450.22'	61°33'26"	483.71'	460.77'	S 58°38'55" E
3	--	--	--	8.00'	S 62°07'48" W
4	442.22'	26°42'53"	206.19'	204.33'	S 14°30'46" E
5	--	--	--	433.23'	S 01°09'20" E
6	--	--	--	8.00'	N 88°50'40" E
7	1089.74'	18°06'43"	344.48'	343.05'	S 10°12'41" E
8	--	--	--	681.42'	S 88°50'40" W
9	--	--	--	34.81'	S 01°09'20" E
10	--	--	--	134.10'	S 88°50'40" W
11	--	--	--	121.45'	N 48°39'55" W
12	--	--	--	126.84'	N 02°49'43" W
13	--	--	--	105.28'	N 43°00'29" E
14	--	--	--	179.58'	N 34°04'12" W
15	--	--	--	159.13'	N 21°48'59" E
16	--	--	--	139.60'	N 77°42'10" E
17	--	--	--	116.98'	S 84°36'44" E
18	--	--	--	20.19'	N 13°17'33" E
19	--	--	--	170.24'	N 84°36'44" W
20	--	--	--	120.00'	N 59°29'40" W
21	--	--	--	157.13'	N 02°32'10" W
22	--	--	--	141.58'	N 48°00'50" E
23	--	--	--	134.37'	N 89°25'38" W
24	--	--	--	3.13'	N 00°34'22" E
25	--	--	--	60.00'	N 89°25'38" W
26	--	--	--	22.34'	N 00°34'22" E
27	--	--	--	60.00'	N 89°25'38" W
28	--	--	--	19.99'	N 00°34'22" E
29	--	--	--	60.00'	N 89°25'38" W
30	--	--	--	8.13'	N 00°34'22" E
31	--	--	--	558.00'	N 89°25'38" W
32	--	--	--	75.00'	N 00°34'22" E
33	--	--	--	100.16'	N 03°46'10" E
34	--	--	--	90.00'	N 00°34'22" E
35	--	--	--	142.00'	S 01°09'20" E
36	25.00'	90°00'00"	39.27'	35.36'	S 43°50'40" W
37	--	--	--	435.36'	S 88°50'40" W
38	25.00'	104°26'53"	45.57'	39.52'	N 38°55'53" W
39	525.00'	00°25'26"	3.88'	3.88'	N 13°15'11" E
40	--	--	--	25.00'	N 88°50'40" E
41	--	--	--	25.00'	S 01°09'20" E
42	--	--	--	412.54'	N 88°50'40" E

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LD10:FF/1

DATE: 11/11/84

HAMLET AT BENTLEY PARK
3/1/84 590-343.93

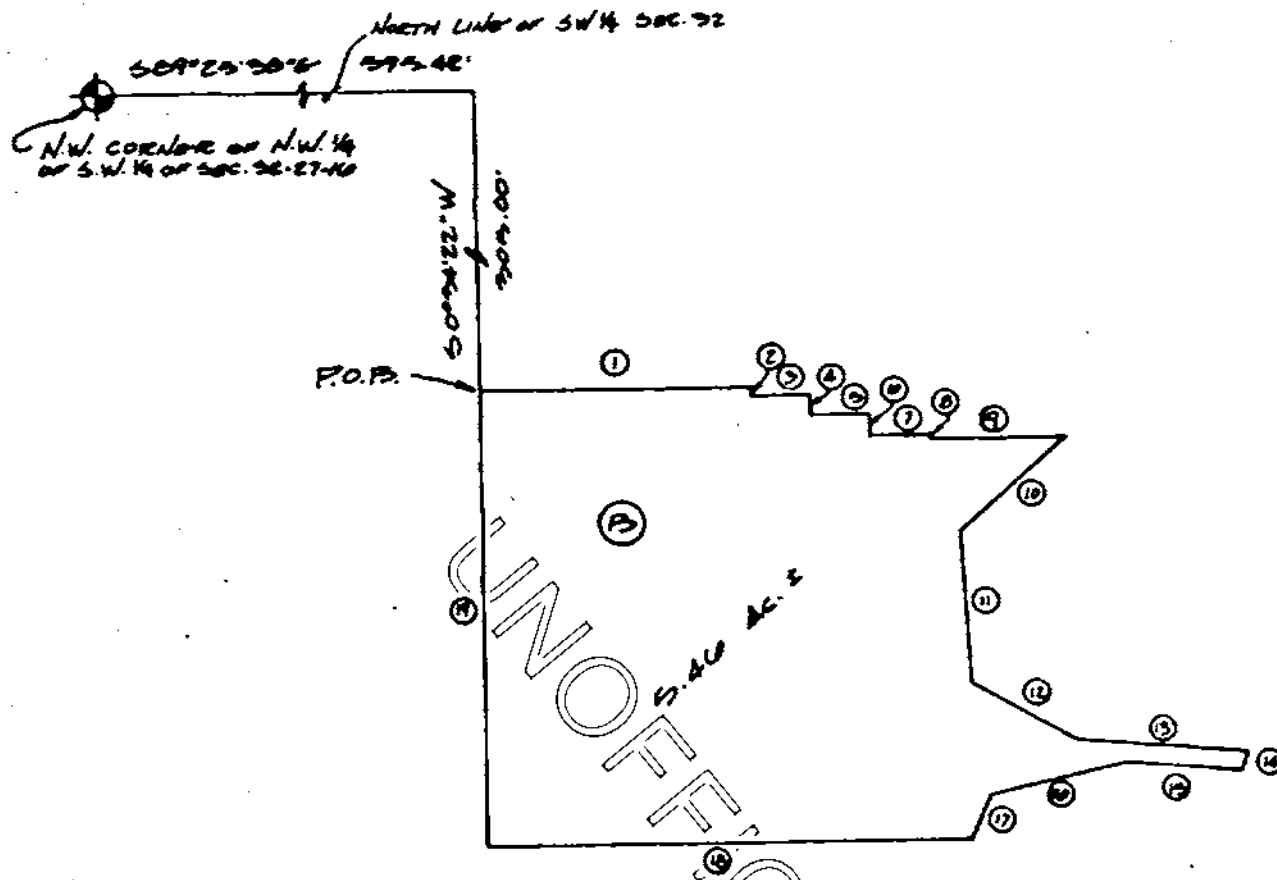
COURSE TABLE

<u>No.</u>	<u>Radius</u>	<u>Delta</u>	<u>Arc</u>	<u>Distance</u>	<u>Bearing</u>
43	25.00'	93° 01' 20"	40.59'	36.28'	N 42° 20' 00" E
44	--	--	--	210.22'	N 04° 10' 39" W
45	375.00'	52° 51' 30"	345.96'	333.82'	N 31° 22' 16" W
46	440.22'	31° 37' 37"	243.00'	239.93'	N 73° 36' 49" W
47	--	--	--	1147.28'	N 89° 25' 38" W
48	--	--	--	10.00'	N 00° 34' 22" E
49	--	--	--	11.70'	S 88° 50' 40" W
50	--	--	--	102.70'	N 17° 25' 35" W
51	750.00'	14° 17' 38"	187.11'	188.82'	N 10° 16' 48" W
52	--	--	--	198.13'	N 03° 07' 57" W
53	25.00'	88° 01' 22"	38.41'	34.74'	N 47° 08' 39" W
54	--	--	--	452.68'	S 88° 50' 40" W
55	--	--	--	25.82'	S 13° 17' 33" W
56	--	--	--	25.82'	S 88° 50' 40" W
57	--	--	--	16.77'	N 13° 17' 33" E
58	25.00'	75° 33' 07"	32.97'	30.63'	N 51° 04' 07" E
59	--	--	--	471.43'	N 88° 50' 40" E
60	25.00'	90° 00' 00"	39.27'	35.36'	S 46° 09' 20" E
61	--	--	--	151.23'	S 01° 09' 20" E

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PRELIMINARY

This is NOT a survey.



LEGAL DESCRIPTION: PINE FOREST LANDSCAPE BUFFER, DRAINAGE EASEMENT & PEDESTRIAN WALKWAY ESMT.

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

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of said Section 32; thence S 89° 25' 38" E, along the North line of the Southwest quarter of said Section 32, for 595.42 feet; thence S 00° 34' 22" W, for 305.00 feet to the POINT OF BEGINNING; thence S 89° 25' 38" E, for 270.00 feet; thence S 00° 34' 22" W, for 8.13 feet; thence S 89° 25' 38" E, for 60.00 feet; thence S 00° 34' 22" W, for 19.99 feet; thence S 89° 25' 38" E, for 60.00 feet; thence S 00° 34' 22" W, for 22.34 feet; thence S 89° 25' 38" E, for 60.00 feet; thence S 00° 34' 20" W, for 3.13 feet; thence S 89° 25' 38" E, for 134.37 feet; thence S 48° 00' 50" W, for 141.58 feet; thence S 02° 32' 10" E, for 157.13 feet; thence S 59° 29' 40" E, for 120.00 feet; thence S 84° 36' 44" E, for 170.24 feet; thence S 13° 17' 33" W, for 20.19 feet; thence N 84° 36' 44" W, for 116.98 feet; thence S 77° 42' 10" W, for 139.60 feet; thence S 21° 48' 59" W, for 52.16 feet; thence N 89° 25' 38" W, for 486.23 feet; thence N 00° 34' 22" E, for 470.00 feet to the POINT OF BEGINNING, and containing 5.46 acres, more or less.

PINE FOREST LANDSCAPE BUFFER, DRAINAGE ESMT AND PEDESTRIAN WALKWAY ESMT AT BENTLEY PARK

Job No. 590-343-93	Calculated by: M.G.H.	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNIGAN, INC. Professional Land Surveyor # 3000 State of Florida POST, BUCKLEY, SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS and PLANNERS 234 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33049
Date 12/18/84	Drawn by: H.A.B.	
Sheet 1 of 2	Checked by: JB	

COURSE TABLE

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No.	Radius	Delta	Arc	Distance	Bearing
1	-----	-----	-----	270.00'	S 89° 25' 38" E
2	-----	-----	-----	8.13'	S 00° 34' 22" W
3	-----	-----	-----	60.00'	S 89° 25' 38" E
4	-----	-----	-----	19.99'	S 00° 34' 22" W
5	-----	-----	-----	60.00'	S 89° 25' 38" E
6	-----	-----	-----	22.34'	S 00° 34' 22" W
7	-----	-----	-----	60.00'	S 89° 25' 38" E
8	-----	-----	-----	3.13'	S 00° 34' 22" W
9	-----	-----	-----	134.37'	S 89° 25' 38" E
10	-----	-----	-----	141.58'	S 48° 00' 50" W
11	-----	-----	-----	157.13'	S 02° 32' 10" E
12	-----	-----	-----	120.00'	S 59° 29' 40" E
13	-----	-----	-----	170.24'	S 84° 36' 44" E
14	-----	-----	-----	20.19'	S 13° 17' 33" W
15	-----	-----	-----	116.98'	N 84° 36' 44" W
16	-----	-----	-----	139.60'	S 77° 42' 10" W
17	-----	-----	-----	52.16'	S 21° 48' 59" W
18	-----	-----	-----	486.23'	N 89° 25' 38" W
19	-----	-----	-----	470.00'	N 00° 34' 22" E

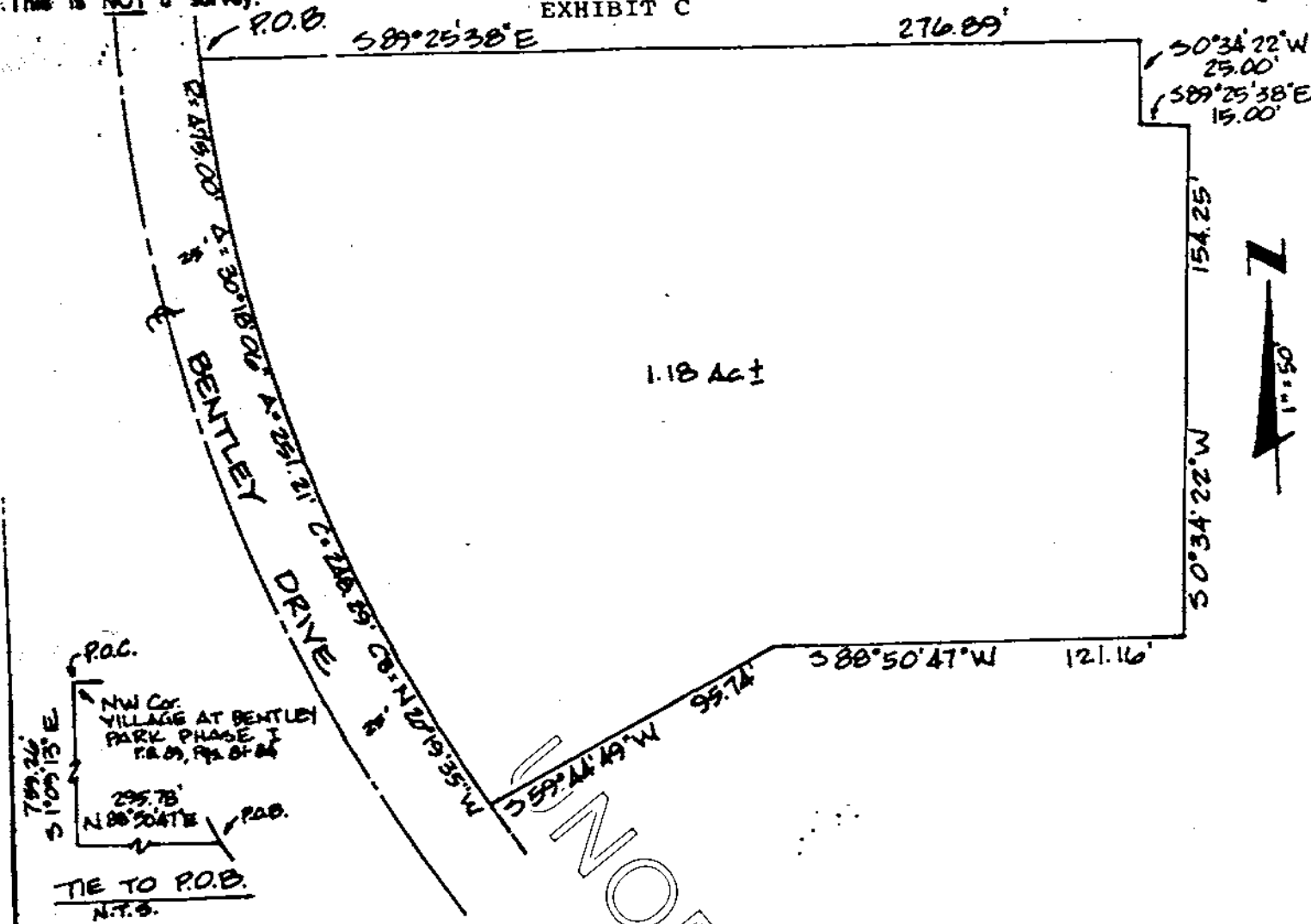
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J. K. L. Byd
12/20/84

This is NOT a survey.

EXHIBIT C

D.P. 5939 PAGE 124



LEGAL DESCRIPTION - BENTLEY PARK PARCEL "F"

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

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

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

Job No. 590-343-93	Calculated by: M.H.F.	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNIGAN, INC. <i>Jack L. B. d</i> Professional Land Surveyor # 3000 State of Florida POST, BUCKLEY, SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS and PLANNERS 208 ENTERPRISE ROAD, CLEARWATER, FLORIDA 34616
Date 12/19/84	Drawn by: M.H.F.	
Sheet 1 of 1	Checked by: JTB	

This is NOT a survey.

NW COR. SW 1/4 SEC. 32-27-16
 BENTLEY PARK PARCEL "A" D.P. 5939 AGE 125

P.O.C.
 S. 01° 09' 15" E.
 40.00'



SCALE: 1" = 500'

WEST LINE OF SW 1/4 SEC. 32

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LEGAL AND SKETCH BENTLEY PARK PARCEL A

SEE ATTACHED LEGAL DESCRIPTION & COURSE TABLE

Job No. 590-343.93	Calculated by: MEH	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNIGAN, INC.
Date 12/18/84	Drawn by: J.R. OS	
Sheet 1 of 3	Checked by: KB / JB	<p><i>Jack L. Byrd</i> Professional Land Surveyor # 3000 State of Florida</p> <p>POST, BUCKLEY, SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS and PLANNERS 2450 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33915</p>

LEGAL DESCRIPTION - BENTLEY PARK - PARCEL A

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

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

John L. Byrd
12/20/84

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COURSE TABLE

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

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

UNOFFICIAL COPY

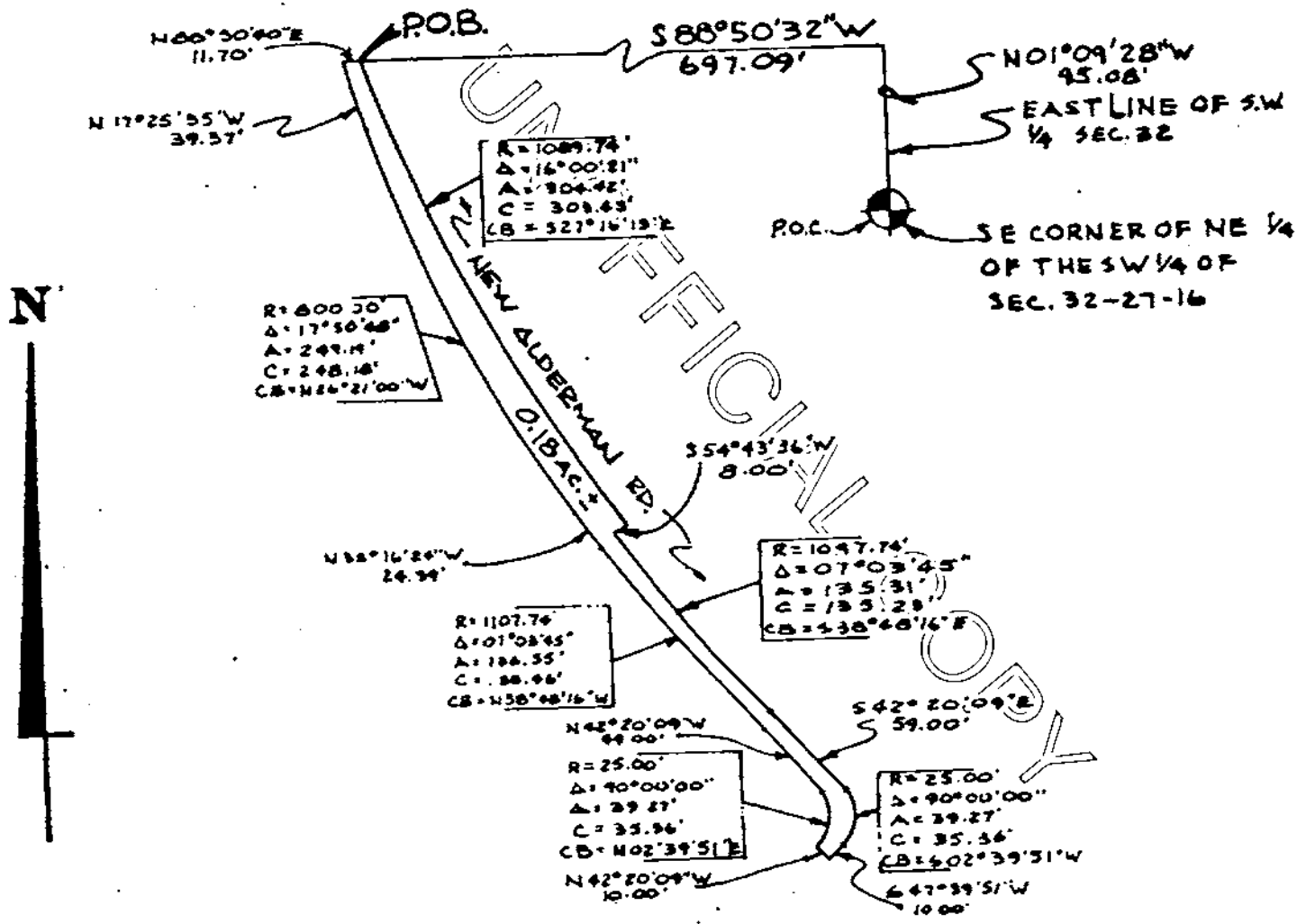
This is NOT a survey.



D.B. 5939 PAGE 128

GRAPHIC SCALE (in feet)
SCALE: 1"=100'

EXHIBIT E - Page 1 of 2



LEGAL AND SKETCH BENTLEY PARK PARCEL D -

Job No. 590-343.93	Calculated by: M.H.	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNIGAN, INC. Professional Land Surveyor # 3000 State of Florida POST, BUCKLEY, SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS and PLANNERS 2001 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33065
Date 12/18/84	Drawn by: L.F.	
Sheet 1 of 2	Checked by: J.P.	

LEGAL DESCRIPTION - BENTLEY PARK - PARCEL D

O.P. 5939 PAGE 129

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

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 32; thence N 01° 09' 28" W, along the East line of the Southwest quarter of said Section 32, for 95.08 feet; thence S 88° 50' 32" W, for 697.09 feet to the POINT OF BEGINNING, said point also being the point of intersection of a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 1089.74 feet, a central angle of 16° 00' 21", an arc length of 304.42 feet and a chord bearing S 27° 16' 13" E, for 303.43 feet; thence S 54° 43' 36" W, along a line radial to said curve, for 8.00 feet to the point of intersection of a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 1097.74 feet, a central angle of 07° 03' 45", an arc length of 135.31 feet and a chord bearing S 38° 48' 16" E, for 135.23 feet to the point of tangency; thence S 42° 20' 09" E, for 59.00 feet to the point of curvature of a curve concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 90° 00' 00", an arc length of 39.27 feet and a chord bearing S 02° 39' 51" W, for 35.36 feet to the point of tangency; thence S 47° 39' 51" W, for 10.00 feet; thence N 42° 20' 09" W, for 10.00 feet to the point of curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 90° 00' 00", an arc length of 39.27 feet and a chord bearing N 02° 39' 51" E, for 35.36 feet to the point of tangency; thence N 42° 20' 09" W, for 49.00 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly along the arc of said curve, having a radius of 1107.74 feet, a central angle of 07° 03' 45", an arc length of 136.55 feet and a chord bearing N 38° 48' 16" W, for 136.46 feet to the point of tangency; thence N 35° 16' 24" W, for 24.39 feet to the point of intersection of a curve concave to the Northeast; thence northwesterly along the arc of said curve, having a radius of 800.00 feet, a central angle of 17° 50' 48", an arc length of 249.19 feet and a chord bearing N 26° 21' 00" W, for 248.18 feet to the point of tangency; thence N 17° 25' 35" W, for 39.37 feet; thence N 88° 50' 40" E, for 11.70 feet to the POINT OF BEGINNING, and containing 0.18 acres, more or less.

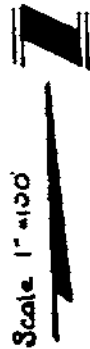
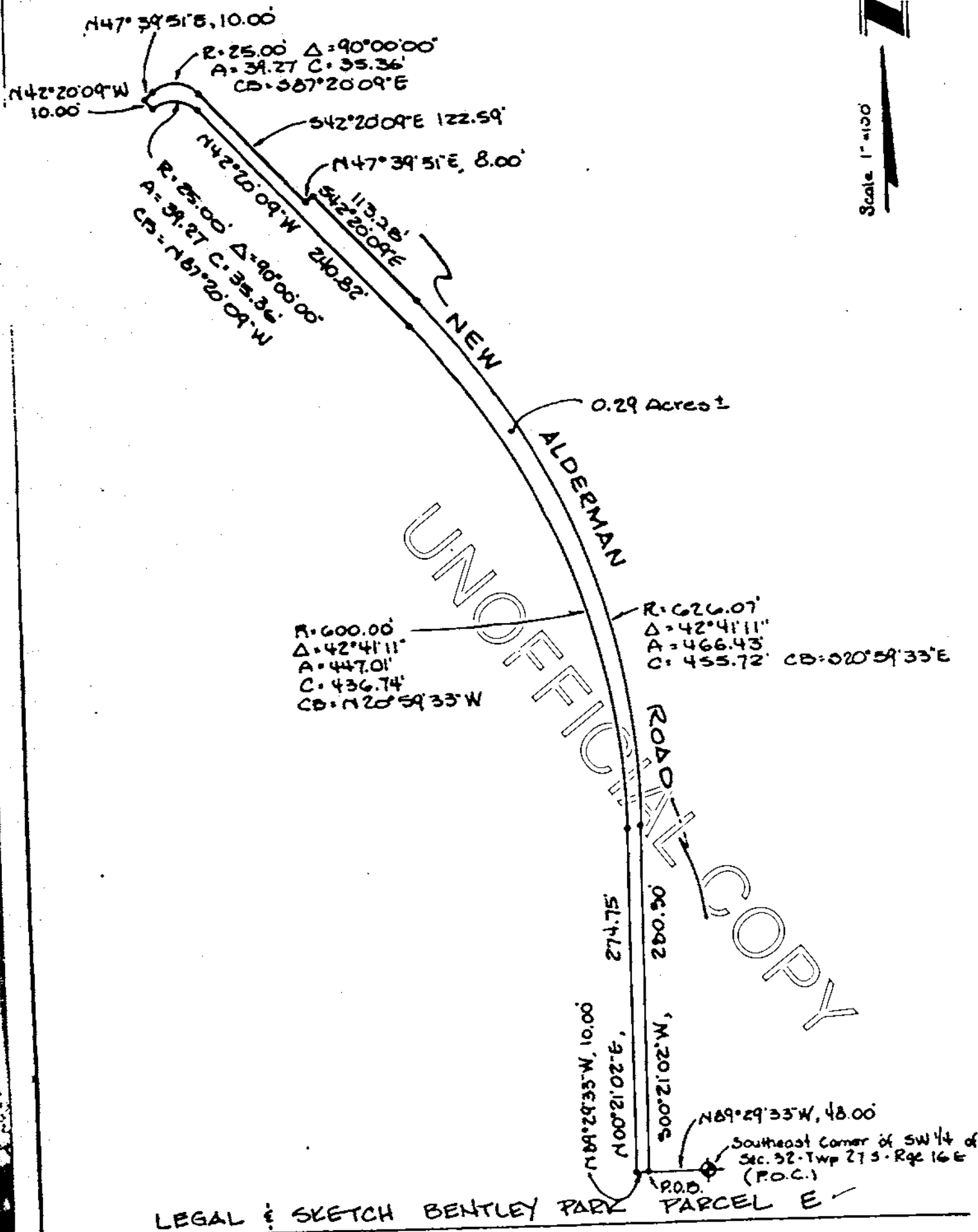
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J. K. L. B. d.
12/20/84

LD9:YY/2

590-343.93
Revised 12/18/84

This is NOT a survey.



Job No. 590-343.93	Calculated by: MEH	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNIGAN, INC. <i>J. K. B. J.</i> Professional Land Surveyor # 5000 State of Florida POST, BUCKLEY, SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS and PLANNERS 208 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33045
Date 18 DEC 84	Drawn by: Schultes	
Sheet 1 of 2	Checked by: JLB	

LEGAL DESCRIPTION - BENTLEY PARK - PARCEL E

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

Commence at the Southeast corner of the Southwest quarter of said Section 32; thence N 89° 29' 33" W, along the South line of said Section 32, for 48.00 feet to the POINT OF BEGINNING; thence continue N 89° 29' 33" W, along said South line, for 10.00 feet; thence N 00° 21' 02" E, for 274.75 feet to the point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 600.00 feet, a central angle of 42° 41' 11", an arc length of 447.01 feet and a chord bearing N 20° 59' 33" W, for 436.74 feet to the point of tangency; thence N 42° 20' 09" W, for 240.82 feet to the point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 90° 00' 00", an arc length of 39.27 feet and a chord bearing N 87° 20' 09" W, for 35.36 feet; thence N 42° 20' 09" W, along a line radial to said curve, for 10.00 feet; thence N 47° 39' 51" E, for 10.00 feet to the point of curvature of a curve concave to the Southwest; thence Southeast along the arc of said curve, having a radius of 25.00 feet, a central angle of 90° 00' 00", an arc length of 39.27 feet and a chord bearing S 87° 20' 09" E, for 35.36 feet to the point of tangency; thence S 42° 20' 09" E, for 122.59 feet; thence N 47° 39' 51" E, for 8.00 feet; thence S 42° 20' 09" E, for 113.28 feet to the point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 626.07 feet, a central angle of 42° 41' 11", an arc length of 466.43 feet and a chord bearing S 20° 59' 33" E, for 455.72 feet to the point of tangency; thence S 00° 21' 02" W, for 280.30 feet to the POINT OF BEGINNING, and containing 0.29 acres, more or less.

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

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JOINDER IN DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR BENTLEY PARK AND THE HAMLET AT BENTLEY PARK

The undersigned, being the owner of Lot 7, The Hamlet at Bentley Park, Pinellas County, Florida, by virtue of that certain Warranty Deed made and executed on the 28th day of December, 1984, from Amerifirst Development Corporation, a Florida corporation, does hereby join in, consent to and subject said Lot 7 to the attached Declaration of Covenants and Restrictions for Bentley Park and The Hamlet at Bentley Park, said Declarations to be recorded in the Public Records of Pinellas County, Florida, to the same extent as if the said Declarations had been recorded in said Public Records prior to the date of the above-described Warranty Deed and as if the above-described Warranty Deed had been expressly subject to the said Declarations and every provision thereof.

This instrument shall bind and inure to the benefit of the undersigned, and the heirs, legal representatives, successors and assigns in and to said Lot 7 forever.

WITNESS:

Sam Mackay
D.M. Allen

Frederick Robert Herb
FREDERICK ROBERT HERB, an unmarried man

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned officer, did personally appear FREDERICK ROBERT HERB, an unmarried man, to me well known, and who acknowledged before me the execution of the foregoing instrument as his free act and deed for the uses and purposes therein expressed.

Sworn to and subscribed to before me this 31 day of January, 1985, State and County aforesaid.

My Commission Expires:

NOTARY PUBLIC, State of Florida
My Commission Expires Aug. 19, 1988

Janine Matyeh Young
Notary Public of the State of Florida
at large

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