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CONSTRUCTION, MAINTENANCE AND COST-SHARING AGREEMENT

THIS CONSTRUCTION, MAINTENANCE AND COST-SHARING AGREEMENT ("Agreement") is made and entered into as of the July 26, 2019 ("Effective Date") by and among BENT PINE GOLF CLUB, INC., a Florida not-for-profit corporation, on behalf of itself and its successors and assigns ("Club"), BENT PINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of itself and its successors and assigns ("Association"), and DIVENTURES, LLC, a Minnesota limited liability company authorized to do business in Florida, on behalf of itself and its successors and assigns ("DV") (hereinafter collectively referred to as the "Parties" and each individually referred to as a "Party"), and joined and consented to by the BENT PINE PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Preserve HOA").

RECITALS

A. The Club is the "Grantor" in that certain Warranty Deed dated September 24, 2004, and recorded in Official Records Book 1786, Page 275, of the Public Records of Indian River County, Florida ("Deed"), pursuant to which the Club conveyed to Bent Pine Preserve L.L.C., a Florida limited liability company ("BPP"), as "Grantee," a parcel of undeveloped land described in Exhibit "A" of the Deed, being the same property described in Exhibit "A" attached hereto ("BPP Property"). The Club currently owns that real property described in Exhibit "B" attached hereto ("Club Property"), a portion of which is operated as a golf club and related facilities ("Club Facilities") and a portion of which is currently undeveloped land which is subject to future development and sale ("Developable Land"). It is anticipated that future residential developer(s) may acquire all or a portion of the Developable Land for development (together with its successors and assigns, "Future Developer"), and in such event, the Parties desire that such Future Developer, including, without limitation, any association formed to govern such residential community developed within all or a portion of the Developable Land (together with its successors and assigns, "Developer Association"), receive and be entitled to the rights and obligations set forth herein as a successor and assign to such Developable Land. Without limiting anything herein, the Parties acknowledge and agree that the Club's successors and assigns hereunder expressly include, without limitation, Developer Association and Future Developer. Developer Association and Future Developer (so long as such Future Developer owns any portion of the Developable Land) are collectively referred to herein as the "Future Developer Parties").

- B. The Association is a mandatory membership homeowners association identified in and responsible for administering the Declaration of Covenants, Conditions, and Restrictions recorded in Official Records Book 543, Page 668, et seq., of the Public Records of Indian River County, Florida (the "Bent Pine Declaration"), which encumbers title to that property comprising the residential community known as "Bent Pine" located adjacent to or in close proximity to the BPP Property (the property now and hereafter subject to the Bent Pine Declaration is referred to herein as the "Bent Pine Community"). The Association owns, operates and maintains various common areas and facilities for the benefit of the owners and residents of lots and homes within the Bent Pine Community, including but not limited to that property described in Exhibit "C" attached hereto ("Association Property").
- C. Attached to the Deed as Exhibit "B" is an instrument entitled "Deed Covenants, Restrictions and Limitations," which has been amended by an Extension Agreement dated October 17, 2006 and recorded in Official Records Book 2109, Page 1199, and by a (Second) Extension Agreement dated April 22, 2014 recorded in Official Records Book 2753, Page 1474, both of the Public Records of Indian River County, Florida (as amended, the "Deed Covenants"). Part C.3 of the Deed Covenants provides for amendment by an instrument signed by the Club, BPP or its successor in title to the BPP Property, and Association, and recorded in the Public Records of Indian River County, Florida.
- DV is the current owner of the BPP Property and, as successor in title to BPP, has D. succeeded to BPP's rights under the Deed Covenants. DV is developing the BPP Property as a master planned development to be known as Bent Pine Preserve ("Bent Pine Preserve") in accordance with the conceptual site plan attached hereto as Exhibit "D" ("Site Plan") and the requirements of the Land Development Permit No. 96010108-74045 issued by Indian River County, Florida (the "County"), as it may be amended ("LDP") and the plan documents approved as part thereof, as they may be amended ("LDP Plans"). The Parties acknowledge that DV has recorded that certain Declaration of Covenants, Conditions and Restrictions for Bent Pine Preserve in Official Records Book 3214, Page 841, of the Public Records of Indian River County, Florida ("Preserve Declaration"), providing for a mandatory membership homeowners association (the "Preserve HOA") to administer Bent Pine Preserve in accordance with the Preserve Declaration, and that certain final subdivision plat for the initial two phases of Bent Pine Preserve was approved by the County in accordance with the LDP Plans and recorded as Bent Pine Preserve Phase 1 in Plat Book 30, Pages 67 through 76, inclusive, of the Public Records of Indian River County, Florida (the "Initial Plat"). Notwithstanding anything in this Agreement to the contrary, there shall be only one entity entitled to exercise the rights of BPCA and one entity entitled to exercise the rights of the Club at any time with respect to any approvals DV is required to obtain from BPCA and the Club related to Bent Pine Preserve as set forth in Sections 6 and 8 in this Agreement or as otherwise required pursuant to the Preserve Declaration, it being the intent that the phrase "successors and assigns", as used in connection with such approval rights of BPCA and the Club, shall refer only to a successor or assign that assumes the role of BPCA or the Club with respect to the Bent Pine Community or the Club Facilities, respectively.
- E. The Parties previously entered into that certain Agreement Concerning Easements recorded in Official Records Book 3207, at Page 251 of the Public Records of Indian River County, Florida ("New Easement Agreement") that governs certain easements and related obligations

between the Parties benefitting and burdening their respective properties, and the Parties now desire to enter into this Agreement to address various other matters relating to the development of the BPP Property, rights to be afforded to Developer Association and Future Developer, and other matters addressed in the Deed Covenants and to provide for termination of the Deed Covenants as set forth in that Termination of Deed Covenants attached hereto as Exhibit "E" or referenced therein.

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

- 1. Execution, Delivery, and Recording of Documents. Not later than the execution of this Agreement by each Party, each Party shall execute and deliver to DV along with the Agreement that certain Termination of Deed Covenants initially attached hereto as Exhibit "E" ("Amendment") to be recorded in the Public Records of Indian River County, Florida with this Agreement by DV, and provide copies of the recorded documents, stamped by the County Clerk, to each other Party.
- 2. Phasing; Infrastructure Buildout. DV intends to develop Bent Pine Preserve in three phases. The roads to serve the first two phases are substantially complete, and the Initial Plat has been approved by the County and recorded for these phases. DV shall use reasonable, good faith efforts to obtain approval for and record a final plat for the third and final phase ("BPP Phase 2") and complete construction of all remaining streets, drainage, and other infrastructure within the BPP Property as shown on the Site Plan within five (5) years after the full and final settlement, release and/or dismissal of the pending litigation between the Parties (the "Litigation Settlement"), subject to delays beyond DV's reasonable control, including, without limitation, acts of God, labor disputes, labor or material shortages, government-imposed moratorium or similar action, and other unusual governmental delays in issuance of necessary permits or approvals. Each phase of Bent Pine Preserve shall be made subject to the Preserve Declaration, as it may be amended and supplemented, prior to conveyance of any residential lot or condominium unit in that phase to anyone other than a successor to the rights of "Declarant" under the Preserve Declaration.

3. Berms and Buffers.

(a) The Parties acknowledge that the County, the Parties, and the Design Review Board for the Bent Pine Community have approved the plans attached hereto as Exhibit "F" for installation of landscaping and buffer improvements along the northern, western boundaries and southern boundaries of the BPP Property (the "Approved Landscape Plans"). The Parties agree that upon completion of installation of landscaping and buffer improvements in accordance with the Approved Landscape Plans, such landscaping and buffer improvements shall be sufficient, given a customary and reasonable landscape maturity time frame, to not allow visibility through the respective berms and/or walls and landscaping and to block the rear of any and all residences within the BPP Property from view of vehicles using the entranceway from 58th Avenue along Bent Pine Drive; however, should any such landscaping or buffer improvements die or be removed, the Preserve HOA shall replace or restore them with new materials consistent with the Approved Plans, which shall be sufficient, given a customary and reasonable landscape maturity time frame, to not allow visibility through the respective berms and/or walls and landscaping and

to block the rear of any and all residences within the BPP Property from view of vehicles using the entranceway from 58th Avenue along Bent Pine Drive.

- (b) The Parties further acknowledge that construction of walls has been completed along the entire western boundary of the BPP Property (the "Western Buffer Wall") and from the southern end of the Western Buffer Wall through Association property and BPP Property to a point on the northern side of Bent Pine Drive near the existing gatehouse located within the median of Bent Pine Drive (the "Southern Buffer Wall").
- (c) The Parties further acknowledge that additional landscaping has been installed, in accordance with the Approved Landscape Plans, and approved by the County, as follows:
- (i) on BPP Property lying between the Western Buffer Wall and the right-of-way of Kings Highway (58th Avenue) as shown on Exhibit "F-2" and Exhibit "F-3" attached hereto (the Western Buffer Wall and the landscaping improvements now installed within such area as shown on Exhibit "F-2" and Exhibit "F-3", excluding the existing mature oak and palm tree on the Association's property) being collectively referred to herein as the "Western Buffer Improvements"); and
- (ii) additional landscaping along the south side of the Southern Buffer Wall on portions of the Association Property and BPP Property lying north of Bent Pine Drive and east of that section of the Southern Buffer Wall which runs generally perpendicular to 57th Street just north of the roundabout, in the area identified as "Current Phase" on Exhibit "F-4" attached hereto (the Southern Buffer wall and the landscaping improvements now installed within such area, exclusive of existing live oak and bald cypress trees shown in Exhibit "F-4" and replacements thereof, trees now located on the Association's property lining the north side of Bent Pine Drive, and any additional trees as may hereafter be planted on the Association's property by persons other than DV or the Preserve HOA), being collectively referred to herein as the "Southern Buffer Improvements").
- (d) If not already completed on the Effective Date of this Agreement, DV shall, at its expense, complete installation of, in accordance with the Approved Landscape Plans, and obtain approval from the County for additional berms and/or walls and landscaping along the entire north boundary of the BPP Property, excluding the area of the roadway providing vehicular access to 61st Street, as shown on Exhibit "F-1" attached hereto (the "Northern Buffer Improvements"), which shall be deemed complete upon acceptance by the County. That portion of the wall running parallel to 61st Street shall be completed within nine (9) months after the Litigation Settlement and the portions running perpendicular to 61st Street shall be completed in conjunction with the completion of the infrastructure work for BPP Phase 2 of Bent Pine Preserve as shown on the LDP Plans;
- (e) The Preserve HOA, shall be responsible for operating, maintaining, repairing, replacing and insuring (to the extent insurable) the Western Buffer Improvements, the Northern Buffer Improvements, the Southern Buffer Improvements, the landscaping on BPP Property shown in Exhibit "F-5," and any landscaping installed by DV within Association property lying between the Southern Buffer Wall and the southern boundary of the BPP Property (pursuant to easements set forth in the New Easement Agreement), as well as any irrigation system(s) installed by DV

serving any of the areas described in this clause (i), at its sole expense and in accordance with the Approved Landscape Plans.

- (f) The Association shall be responsible for operating, maintaining, repairing, replacing, and insuring (to the extent insurable), at its sole expense, all landscaping and improvements within (i) that Association Property lying south of the Western Buffer Improvements and west of the Southern Buffer Improvements, including any lighting and irrigation system(s) serving the same; and (ii) that Association Property lying south of Bent Pine Drive; all in a neat and attractive condition. In addition, the Association shall be responsible for maintaining, at its sole expense, the existing live oak and bald cypress trees shown in Exhibit "F-4" and any replacements thereof, including removing any such trees which become diseased or die (however, the Association shall not be obligated to replace any such trees that are removed).
- Construction Access. DV has constructed and installed a temporary construction entrance/exit and gate with a lock on the north end of the BPP Property to provide ingress and egress from and to 61st Street and shall require all vehicles accessing the BPP Property for construction purposes to enter and exit exclusively through such temporary construction entrance. DV or the Preserve HOA shall maintain the temporary construction gate until such time as permanent structures are in place, which shall occur in conjunction with the completion of infrastructure for BPP Phase 2 of Bent Pine Preserve as shown on the LDP Plans. The Club and Association shall have non-exclusive easements of access over the paved roads within each phase of the BPP Property as provided in the Preserve Declaration, at such time as such phase is platted and made subject to the Preserve Declaration; provided that, no Party, Future Developer or other person or entity, other than DV, the Preserve HOA and their respective successors, assigns, employees, contractors, members, guests, licensees, permittees, and invitees shall be permitted to use such temporary construction entrance for ingress or egress through the BPP Property to or from 61st Street for construction access purposes. However, until each phase of the BPP Property is platted and made subject to the Preserve Declaration and roads are completed within the BPP Property providing continuous vehicular access over paved roads between Bent Pine Drive and 61st Street, no person shall have a right to use such temporary construction entrance or a right of ingress or egress through the BPP Property to or from 61st Street without the prior approval of DV as to each instance or occasion, unless DV otherwise agrees in writing.

5. Entranceway and Gatehouse.

(a) The Parties acknowledge that: (i) DV's predecessor in title constructed and installed a new asphalt entrance drive providing vehicular access from 57th Street at King's Highway (58th Avenue) through Association property to the BPP Property and continuing through the southern portion of the BPP Property to the boundary of the Bent Pine Community as shown in the LDP Plans ("Entrance Road"), as well as a gatehouse on an island tract within such Entrance Road as shown in the LDP Plans, with related landscaping, utilities, and gates designed to control vehicular traffic entering via the Entrance Road ("Gatehouse"), and (ii) DV has removed two strips of the old entrance road pavement, to close the original opening to 58th Avenue by disconnecting the remaining old entrance road pavement from the new Entrance Road and Gatehouse, and has replaced such pavement with sod; and (iii) all such construction and other work described in clauses (i) and (ii) has been completed to the satisfaction of all Parties. No later than one (1) year after the Litigation Settlement, DV shall remove the remaining section of abandoned entrance road

pavement and replace it with sod, unless an alternative use for such pavement is agreed upon in writing by the Parties. The Entrance Road and Gatehouse are intended for the common use of DV, the Preserve HOA and its members, the Association and its members, the Club and its members, their respective invitees and guests, and the successors-in-title to any portion of the BPP Property, Club Property, and Bent Pine Community, in accordance with the access and entranceway easements set forth in the New Easement Agreement.

- (b) From and after the Effective Date, the Association shall be responsible for:
- (i) maintaining the Entrance Road, including any pavement, associated curb, gutters, storm drains, sidewalks, and lighting, if any, within or along the right-of-way thereof, in accordance with commercially reasonable practices for pedestrian and vehicular ingress and egress as described in the New Easement Agreement, pruning and trimming the trees on the Association's property lining the north side of the Entrance Road between 58th Avenue and the Gatehouse, and removing any such trees which die;
- (ii) operating, staffing, maintaining, repairing, and replacing, the Gatehouse, any associated gates, landscaping, irrigation lines and sprinklers, and lighting within the island in the right-of-way of the Entrance Road, and the parking lot constructed within the "Parking Lot Easement Area" described in the New Easement Agreement in accordance with commercially reasonable practices, such operations to be in accordance with operating and maintenance policies in effect on the Effective Date hereof, unless otherwise approved by the Association, the Club, Developer Association, the Preserve HOA, the Future Developer (so long as such Future Developer owns any portion of the Developable Land), and DV (so long as DV owns any portion of the BPP Property);
- (iii) maintaining property insurance and liability insurance having coverage limits no less than the amount held by the Association during the year prior to the Effective Date, and naming the Club, Developer Association, Future Developer (so long as such Future Developer owns any portion of the Developable Land), DV and the Preserve HOA as additional insureds with respect to the property and improvements described in clause (ii) of this Section 5; and
 - (iv) adopting an annual budget as provided in Section 7(a) below.
- (c) All costs incurred by the Association pursuant to Section 5(b)(ii), including, but not limited to, costs of personnel, furnishings, gates, landscaping, taxes, utilities, and insurance, as well as reasonable reserves for future capital expenditures related thereto (collectively, "Gatehouse Costs"), shall be allocated among the Parties in accordance with Section 7 hereof. In addition, the Preserve HOA shall pay to the Association a proportionate share of the costs reasonably incurred by the Association (i) to lease streetlights along the Entrance Road; and (ii) to trim existing cypress tree and live oak trees lining the north side of the Entrance Road between 58th Avenue and the Gatehouse, as provided in Section 7 hereof ("Additional Costs").

All Gatehouse Costs and Additional Costs shall be based on contracts for insurance, goods, materials or services (including, without limitation, landscaping materials and services) relating solely to the Gatehouse Costs or Additional Costs, as applicable, or invoices for supplies and

equipment purchased, leased, or rented and used solely for Gatehouse Costs or Additional Costs, as applicable, or in the case of utilities, on actual charges for utilities based on meters solely serving the Gatehouse or streetlights, as applicable, unless the Association, the Club, Developer Association, Future Developer (so long as such Future Developer owns any portion of the Developable Land), and DV or the Preserve HOA have agreed in writing to a specific apportionment of any cost incurred by the Association which also relates to insurance, goods, materials, services, equipment, or utilities provided to or serving other properties or functions of the Association.

Notwithstanding the above, if the Association discontinues operating the Gatehouse (other than temporary suspension of operations to perform maintenance) in accordance with the operating policies described in subsection (b)(ii) above, or within 30 days after receipt of a written demand from the Club, Developer Association, Future Developer (so long as such Future Developer owns any portion of the Developable Land), DV or the Preserve HOA, fails to take action to correct any condition for which funding has been provided under a budget adopted pursuant to Section 7(a) or has otherwise been authorized by the responsible Parties, then the Club, Developer Association, Future Developer (so long as such Future Developer owns any portion of the Developable Land), DV or the Preserve HOA may take legal action to compel the immediate correction of such condition and collect all legal fees and costs incurred in doing so, or may correct such condition and recover all costs reasonably incurred from the Association, to the extent monies therefor were budgeted for and paid to the Association, or recover from the Association that share of such costs properly allocable to the Association, to the extent not previously budgeted and/or paid to the Association.

No Shared Amenities. DV and/or the Preserve HOA may construct amenities entirely within the BPP Property for the use of residents of the BPP Property, their guests, and such other persons as DV and/or the Preserve HOA may authorize from time to time, on such terms and conditions as they may establish and modify from time to time, in their sole discretion. Neither the Club nor the Association nor their respective members, nor any other owner of any portion of the Club Property or the Bent Pine Community, shall have any right to access or use any amenities entirely within the BPP Property, nor shall they have any obligation to share in the costs of construction, maintenance or operation thereof, except as may be set forth in any separate written agreement executed by DV and/or the Preserve HOA; provided, further, that no amenities shall be constructed in part on Tract D of the Initial Plat and in part on the adjoining Association Property without the Association's and Club's approval, which shall not be unreasonably withheld, conditioned, or delayed. In the event Tract D on the Initial Plat is developed and/or any improvements are constructed thereon, DV and/or the Preserve HOA will construct landscaping consistent with the existing landscaping installed along the North side of the entranceway sufficient to provide an aesthetic view from the entranceway to the Subject Property, such landscaping shall be constructed and maintained at DV and/or the Preserve HOA's expense (unless otherwise agreed in writing by the Parties), and such landscaping plans shall be subject to the approval of the Club and Association, which shall not be unreasonably withheld, conditioned, or delayed. Neither DV, nor the Preserve HOA, nor the Club, nor the Association, nor their respective members, nor any other owner of any portion of the BPP Property or the Bent Pine Community, shall have any right to access or use any amenities within the Developable Land, nor shall they have any obligation to share in the costs of construction, maintenance or operation thereof, except

as may be set forth in any separate written agreement executed by the Club, Developer Association, or any Future Developer with respect to the Developable Land, as applicable.

7. Budget; Allocation of Shared Costs.

(a) Budgeting for Shared Costs.

Initial budgets of estimated Gatehouse Costs and Additional Costs (collectively, "Shared Costs") for the 2019 calendar year has been approved by the Parties responsible for each and attached hereto as Exhibit "G." Not later than December 1st of each calendar year, the Association shall prepare and propose a detailed budget of the estimated Gatehouse Costs and a detailed budget of the estimated Additional Costs for the upcoming year, including such reserve amounts, if any, as the Association's board of directors determines appropriate, consistent with a capital reserve study conducted by a qualified consultant within the preceding 10 years, to be placed in a reserve fund for capital repairs and replacements of those items which are Gatehouse Costs and Additional Costs, respectively, and a reasonable operating reserve for the items within each budget. Each budget shall reflect any surplus or deficiency in the budget for the immediately preceding 12-month period as compared to actual income and expenses for that period.

The Association shall notify the Club, Developer Association, Future Developer (so long as such Future Developer owns any portion of the Developable Land), DV (so long as DV owns any portion of the BPP Property) and the Preserve HOA of the time, date and place of the meeting at which the Association will adopt the annual budget and any budget for Additional Costs (if applicable) and a representative of each may attend the meeting and offer comments on the proposed budget or budgets.

The Association shall mail or deliver a copy of the budget for Gatehouse Costs to the Club, Developer Association, Future Developer (so long as such Future Developer owns any portion of the Developable Land), DV (so long as DV owns any portion of the BPP Property) and the Preserve HOA and a copy of the budget for Additional Costs to the Preserve HOA, so that each are received by December 1st of each calendar year, along with an invoice reflecting the share of each budget or other amount to be allocated to each pursuant to subsections (b) and (c), and the due date of such invoice, which shall be not less than 60 days after the date of delivery of the budget and invoice. Such budget shall be accompanied by statement of actual receipts and expenditures for each line item in the budget for the immediately preceding 12-month period and any surplus or deficiency for such period.

Within 30 days after receipt of the proposed budget from the Association, the Club, Developer Association, Future Developer (so long as such Future Developer owns any portion of the Developable Land), DV (so long as DV owns any portion of the BPP Property) or the Preserve HOA may notify the Association in writing of any reasonable objection for the Association's consideration based on one or more of the following grounds and describing with particularity the line items, amounts, or inconsistencies giving rise to such objection: (i) the proposed budget includes line items or amounts which are not legitimate Gatehouse Costs or Additional Costs, as applicable; (ii) the budgeted amount for any line item exceeds historical expenses for such line item or quotes from other qualified providers by more than 10% without adequate justification; (iii) the allocation of budgeted expenses among the Parties, DV Parties, and Future Developer

Parties (each a "Responsible Party" and collectively the "Responsible Parties") set forth in subsections (b) and (c) below is not consistent with subsection (b) or (c) below, as applicable; or (iv) the proposed budget or allocation is otherwise inconsistent with this Agreement. Notwithstanding the above, no Party or entity as set forth in this subsection shall have a right to object to any line item in the budget that is not part of the Shared Costs allocated to such Party or entity pursuant to this Agreement, nor have any right of approval of any budget.

- (b) <u>Allocation of Gatehouse Costs Generally</u>. Except as otherwise agreed to by the Parties, all Gatehouse Costs incurred for the period after the Effective Date shall be allocated as follows:
- (i) The total Gatehouse Costs incurred by the Association based upon the initial budget attached hereto as Exhibit "G" or a subsequent budget adopted pursuant to subsection (a), as applicable shall be referred to as the "Total Gatehouse Costs." Subject to a separate written agreement to be entered into between the Club and Association for payment of an additional amount by the Club to the Association for Gatehouse Costs, twenty-five percent (25%) (the "Club's Gatehouse Proportionate Share") of the Total Gatehouse Costs has been and shall continue to be allocated and paid by the Club to the Association as payment in full for any and all easement rights granted to the Club, and its successors, assigns, agents, employees, contractors, members, guests, and invitees under the New Easement Agreement and over, across and through the Association Property; provided, however, that the Club's Gatehouse Proportionate Share shall exclude the Developer's Gatehouse Proportionate Share (as defined below).
- (ii) The share of the Total Gatehouse Costs for 2019 (as reflected in the applicable budget pursuant to Section 7(a)) payable by DV (so long as DV or any successor or assign owns any portion of the BPP Property) and the Preserve HOA, and their respective successors and assigns (collectively, the "DV Parties") shall be based on the total number of days remaining in the calendar year ("BPP's Initial Year") commencing on July 1, 2019 (the "Initial Proration Date"), and the prorated portion allocable to the DV Parties for the remainder of 2019 shall be based on DV's Gatehouse Proportionate Share (defined below). DV's Gatehouse Proportionate Share for BPP's Initial Year shall be paid in equal monthly installments to the Association commencing on the first day of the first calendar month immediately succeeding the Initial Proration Date and continuing for the balance of 2019.
- (iii) Each calendar year thereafter, the Total Gatehouse Costs shall be allocated among the Parties and any Future Developer Parties as set forth herein, subject to proration and adjustment as provided below for any year in which a subdivision plat is recorded increasing the total number of Lots (as defined herein) and subject to further proration and adjustment annually as provided below with respect to the Developer's Gatehouse Proportionate Share (defined in Section 7(b)(vi)); provided that the Club shall continue to pay the Club's Gatehouse Proportionate Share in accordance with Section 7(b)(i). The term "Lot," as used herein, refers to each single-family lot and each condominium unit that has been created by and described in recorded plats and/or condominium instruments on the BPP Property and the Association Property and that has rights of vehicular access, ingress and egress over the Entrance Road through the Gatehouse.
- (iv) Except as otherwise expressly set forth in this Agreement and subject to adjustment pursuant to subsections (b)(v), (vii) and (viii) below, the DV Parties shall be

responsible for the payment of their proportionate share of the Total Gatehouse Costs to the Association based upon the total number of platted Lots on the BPP Property on the first day of such calendar year relative to the total number of platted Lots on the first day of such calendar year ("DV's Gatehouse Proportionate Share").

- If any plat or condominium instrument (other than the Initial Plat) recorded after the first day of a calendar year creates additional Lots on BPP's Property (a "New BPP Plat"), DV's Gatehouse Proportionate Share shall be recomputed for the portion of the calendar year remaining after the date of recording of such New BPP Plat by: (1) dividing the Total Gatehouse Costs for such year by the total number of days in such year, (2) multiplying the result by the number of days remaining in such year after the date of recording of such plat or condominium instrument, (3) adjusting DV's Gatehouse Proportionate Share based upon the total number of platted Lots on the BPP Property upon the recording of the New BPP Plat relative to the total number of platted Lots as of the date of recording of the New BPP Plat, (4) applying the allocation set forth in clause 3 herein to the product of clauses (1) and (2) herein, and (5) subtracting the portion of the amount paid by the DV Parties for such calendar year in accordance with Sections 7(b)(iv) and 7(d) attributable to the number of days remaining in such year after the date of recording of such plat or condominium instrument. The amount due from the DV Parties for payment on behalf of the newly platted Lots for the remaining portion of the calendar year in which the New BPP Plat is recorded shall be paid within thirty (30) days after receipt of an invoice therefor.
- The Future Developer Parties and their respective successors and assigns, (vi) shall be responsible for the payment of their proportionate share of the Total Gatehouse Costs based upon actual usage of the Entrance Road and Gatehouse by Future Developer, Developer Association, and their respective contractors, subcontractors, employees, agents, representatives, licensees, guests, invitees, prospective and actual purchasers, tenants, lot owners, homeowners, and members (collectively, the "Future Users") relative to the total usage thereof (the "Developer's Gatehouse Proportionate Share") if any. The Developer's Gatehouse Proportionate Share shall be calculated using the existing RFI technology for the Gatehouse and/or any other reasonably similar and reliable, controlled access, monitoring technology or methods. Upon the recording of an initial plat by any Future Developer for the Developable Land (the "Future Developer Initial Plat"), the Developer's Gatehouse Proportionate Share shall be calculated based on the total number of days remaining in the calendar year commencing with the first day the Future Developer Initial Plat is recorded (the "Future Developer Initial Proration Date"), and the Developer's Gatehouse Proportionate Share shall be paid in equal monthly installments to the Association commencing on the first day of the first calendar month immediately succeeding the Future Developer Initial Proration Date and continuing for the balance of such calendar year (the "Initial Calendar Year"). The Developer's Gatehouse Proportionate Share for each calendar year after the Initial Calendar Year shall be estimated based upon the actual usage by the Future Users for the preceding twelve (12) month period (the "Budgeted Developer's Gatehouse Proportionate Share") and paid in accordance with Section 7(d) below. Notwithstanding the foregoing and without requiring the consent of the Club, DV or Preserve HOA, Future Developer Parties and the Association may agree in writing, each in its sole and absolute discretion, upon such other equitable cost allocation and calculation methods for the Developer's Gatehouse Proportionate Share as Future Developer Parties and the Association may deem reasonable and appropriate; provided, that such parties shall be under no obligation to do so.

- (vii) Commencing as of the end of the Initial Calendar Year and continuing every year thereafter, subject to subsequent adjustment pursuant to subsection (b)(viii) below, DV's Gatehouse Proportionate Share for each calendar year shall be reduced by the product of (1) the total number of platted Lots on the BPP Property on the first day of such calendar year relative to the total number of platted Lots on the first day of such calendar year; and (2) the Budgeted Developer's Gatehouse Proportionate Share for such year ("DV's Adjusted Gatehouse Proportionate Share"); provided, that DV's Gatehouse Proportionate Share through the end of the Initial Calendar Year shall be reduced at the end of the Initial Calendar Year by the product of (A) the total number of platted Lots on the BPP Property on the first day of such calendar year relative to the total number of platted Lots on the first day of such calendar year; and (B) the Developer's Gatehouse Proportionate Share for such period (taking into account any applicable Developer's Adjustment, as defined below).
- (viii) The Association shall mail or deliver to the Club, Developer Association, Future Developer (so long as such Future Developer owns any portion of the Developable Land), DV (so long as DV owns any portion of the BPP Property), and the Preserve HOA, a statement of account for any over or under payment by the Future Developer Parties, based upon the difference between Developer's Gatehouse Proportionate Share and the Budgeted Developer's Gatehouse Proportionate Share for the applicable period (the "Developer's Adjustment"), within sixty (60) days of the end of each calendar year, with the first statement of account due after the end of the Initial Calendar Year. To the extent Developer's Adjustment constitutes an over payment by the Future Developer Parties, the Association shall credit the Future Developer Parties such over payment and the DV Parties shall pay the Association the product of (1) DV's Adjusted Gatehouse Proportionate Share paid to the Association for such calendar year, less (2) DV's Adjusted Gatehouse Proportionate Share recalculated in accordance with subsection (c)(vii) above taking into consideration such Developer's Adjustment, within thirty (30) days of receipt of the statement of account. To the extent the Developer's Adjustment constitutes an under payment by the Future Developer Parties, the Future Developer Parties shall pay the Association such under payment, and the Association shall credit the DV Parties the product of (A) DV's Adjusted Gatehouse Proportionate Share recalculated in accordance with subsection (b)(vii) above taking into consideration such Developer's Adjustment, less (B) DV's Adjusted Gatehouse Proportionate Share paid to the Association for such calendar year, within thirty (30) days of issuance of the statement of account.
- (c) <u>Allocation of Additional Costs Generally</u>. Except as otherwise agreed to by the Parties, all Additional Costs incurred for the period after the Effective Date shall be allocated as follows:
- (i) For BPP's Initial Year, the Additional Costs shall be prorated and paid in the same manner as Gatehouse Costs under Section 7(b) (excluding adjustments pursuant to subsections (b)(vii) and (viii) only in the event the Association is not entitled to any payment from the Future Developer Parties for such Additional Costs).
- (ii) Each calendar year thereafter, all Additional Costs incurred by the Association shall be based upon the initial budget attached hereto as Exhibit "G" or a subsequent budget adopted pursuant to Section 7(a), and shall be allocated between the Association and the Preserve HOA, with each responsible for its proportionate share of the Additional Costs based

upon the number of Lots within its jurisdiction on the first day of such calendar year relative to the total number of such Lots combined, subject to proration and adjustment between the Association and Preserve HOA in the same manner as Gatehouse Costs under Section 7(b) (excluding adjustments pursuant to subsections (b)(vii) and (viii) only in the event the Association is not entitled to any payment from the Future Developer Parties for such Additional Costs).

- (d) Payment of Shared Costs. Except as otherwise provided in this Section 7, each of the Responsible Parties responsible for a share of the Shared Costs pursuant to a budget and allocation adopted under subsection (a) for a period after December 31, 2018 shall pay to the Association the entire amount allocated to it on or before the 30th day of the calendar year to which such budget applies or the 30th day after the budget is approved, whichever is later, unless the Association otherwise agrees. Any amount which remains due more than 30 days after the due date shall incur a one-time late charge in the amount of \$100 and interest at a rate of 18% per annum (or, if lower, the highest rate allowed by Florida law) on the principal amount due until paid, and the Responsible Party to whom the amounts are due shall be entitled to collect from the delinquent Responsible Party all costs of collection (including attorneys' fees), whether or not suit is filed, and court costs. All payments shall be applied first to costs and attorneys' fees, then to interest, and then to the principal amount past due.
- (e) Recordkeeping: Inspection and Audit. The Association shall maintain or cause to be maintained full and accurate books of account, contracts, service records, and receipts with respect to the performance of its responsibilities hereunder (as well as those vendors performing services applicable thereto) and shall retain copies of such books of account for a minimum period of seven years. The Association shall make books, records, and related financial statements available for inspection and copying during normal business hours by an authorized representative of each other Responsible Party, and the Responsible Party requesting copies shall pay copying charges when requesting copies. If the Responsible Party desires to have the records audited, it may do so at its expense by an independent public accountant, the Association shall cooperate by making available to the auditors the records, including all supporting material (e.g., check copies, invoices, etc.), for the year in question.

If the amount of actual expenses under the budget for any year is disputed after the audit, the parties shall cause a second audit to be performed by a mutually acceptable auditor, and the decision of the second auditor shall be binding. If the amount as determined by the second auditor varies from the amount asserted by the Association by 3% or more, the Association shall pay the entire cost of the second auditor. If the amount as determined by the second auditor varies from the amount asserted by the Association by less than 3%, the Responsible Party requesting the audit shall pay the entire cost of the second auditor. Variances shall be taken into account in the following year's Budget.

8. <u>Builder Approval</u>. The Club and the Association hereby approve LifeStyle Home Builders, Inc. and GHO Homes (or affiliated entities doing business as LifeStyle Homes or GHO Homes) (each a "Builder") to construct homes in Bent Pine Preserve; however, the plans for

construction of homes by each Builder shall be subject to approval as provided in Exhibit "F" to the Preserve Declaration.

9. <u>Miscellaneous Provisions</u>.

- (a) Notices. Any notice provided for in this Agreement shall be in writing and delivered in person, by United States mail with postage prepaid, by private carrier with charges prepaid, or if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail with written confirmation of transmission. Notices shall be sent or delivered to the intended recipient at its principal office or the address which the intended recipient has most recently designated in writing to each other Party by notice in accordance with this Section. All such notices shall, for all purposes, be deemed delivered to the addressee: (a) upon personal delivery to the address of such addressee described above, as evidenced by the signature of the person at such address who accepts such delivery; or (b) on the third day after mailing when mailed by registered, certified, or first class mail, postage prepaid, and properly addressed; or (c) upon actual receipt by the addressee, if delivered by any other authorized method. Refusal of an attempted delivery by any common, independent private carrier shall be deemed delivery on the date delivery is attempted.
- (b) <u>Duration</u>: <u>Binding Effect</u>. This Agreement shall run with title to the BPP Property, the Club Property, and the Association Property (collectively, the "**Subject Property**") for an initial term of 50 years from the date of recording hereof and thereafter shall automatically be extended for successive periods of ten (10) years each, unless and until terminated by an instrument stating the intent to terminate as of the end of such initial term or any extension period, which instrument is signed by the Association, the Club, DV so long as DV or any successor or assign owns any portion of the BPP Property, and the Preserve HOA, or their respective successors and assigns, and recorded in the Public Records of Indian River County, Florida prior to the date of the next renewal.
- Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and the Preserve HOA and their respective successors, assigns and successors-in-title to any portion of the Subject Property, including, without limitation, the Future Developer Parties; provided, no person or entity may assign its rights or obligations hereunder to anyone other than a successor-in-title to a portion of the Subject Property without the prior written consent of the other Parties, including, without limitation, any Future Developer Parties and the Preserve HOA, if in existence at such time, which consent shall not unreasonably be withheld or delayed, except that (i) DV may assign all or some of its rights and obligations hereunder to (A) a successor-in-title who acquires DV's interest in all or a portion of the BPP Property for development and/or resale in the ordinary course of its business and assumes such rights and obligations in writing, and/or to (B) the Preserve HOA, and (ii) except as set forth in Recital D above, the Club may assign all or some of its rights and obligations hereunder to (A) a successorin-title who acquires the Club's interest in all or a portion of the Developable Land for development and/or resale in the ordinary course of its business and assumes such rights and obligations in writing, and/or to (B) the Developer Association. Notwithstanding anything in this Agreement to the contrary, references to successors, assigns and successors-in-title of the Parties, Preserve HOA, and Future Developer Parties set forth in this Agreement shall not include any individual members

or homeowners, or any homebuilder acquiring title to any portion of the Subject Property, except in the event of any permitted assignment set forth in Sections 9(c)(i) and 9(c)(ii).

- (d) <u>No Third Party Beneficiaries</u>. No person or entity other than the Association, the Club, DV, the Preserve HOA, their respective successors or assigns, or another Responsible Party shall be deemed a party to or beneficiary of the terms of this Agreement for purposes of enforcing the same or consenting to any matter hereunder.
- (e) <u>Amendment; Waiver</u>. This Agreement may only be amended or terminated by an instrument in writing executed by the Association, the Club, DV (so long as DV or any successor or assign owns any portion of the BPP Property), and the Preserve HOA, or their respective successors or assigns. No amendment or termination of this Agreement shall require the approval of any homebuilder, individual lot owner, or other person except as specifically provided in this subsection (e). No waiver of any provision hereof shall be effective unless waived in writing and signed by each Party or Responsible Party entitled to enforce such matter, nor shall any single waiver constitute a waiver of any subsequent obligation.
- (f) <u>Severability</u>. Invalidation in whole or in part, of any particular provision of this Agreement by judgment or court order will not affect any other provisions, all of which shall remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to enforce any otherwise invalid provision contained in this Agreement when necessary to avoid a finding of invalidity while effecting the parties' intent herein.
- (g) <u>Enforcement</u>. In the event any action or proceeding is taken to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of court costs and reasonable attorneys' fees (which shall include any and all reasonable attorney and paralegal fees incurred in the course of trial or appellate litigation or related services by an out-of-court attorney and paralegal associated with or regarding the dispute in question), and any and all costs and fees incurred in connection with any such action or proceeding.
- (h) <u>Venue</u>. Any legal proceedings undertaken with regard to this Agreement shall be prosecuted in the court of competent jurisdiction in the County.
- (i) <u>Jury Trial Waiver</u>. The Parties each knowingly, voluntarily and intentionally waive any right which either of them or any Responsible Party may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, or related to this Agreement including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements or acts or omissions of any Party or Responsible Party which in any way relate to this Agreement or any document referenced herein. The Parties have specifically discussed and negotiated for this waiver and understand the legal consequences of it.
- (j) <u>Disputes</u>. Any claim arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by any Party or Responsible Party. The Parties and Responsible Parties shall share the mediator's fee and any

filing fees equally. The mediation shall be held in the County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. In the event mediation is not successful or if this condition is otherwise satisfied, the Parties and Responsible Parties agree that venue for any action arising out of performance or default under this Agreement shall be commenced in the appropriate court in the County.

- (k) <u>Authority</u>. Each Party warrants and represents to the other Parties that such Party has obtained any and all consents and approvals required to enter into this Agreement and make it binding upon and enforceable against such Party and that the person or persons executing this Agreement on behalf of such Party has the full right and authority to do so on behalf of such Party and that this Agreement constitutes a valid and binding obligation of such Party, enforceable in accordance with its terms.
- (l) <u>Construction</u>. Each Party represents to each other Party that it has had the opportunity to review and be advised by legal counsel of its choosing as to each and every provision of this Agreement. Each Party acknowledges that each has contributed equally to the negotiation and preparation of this Agreement and agrees that this Agreement shall not be construed more strictly against any Party by reason of the role or participation of such Party or its counsel in drafting of this Agreement.
- (m) <u>Counterparts</u>. This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together constitute a single document. Any counterpart signature hereto, whether a facsimile, email, or other copy, shall be deemed and original for all purposes.

[continued on next page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

WITNESSES:	BENT PINE GOLF CLUB, INC., a Florida not for-profit corporation	
Signed, sealed and delivered	, and the second	
in the presence of:		
Jettin a month of a	Dollita	
Print Navic TATIANA SPALLONE	Name: Data AS of St. Handa	
IA JANA GRACOVE	Name: Downled J Heeter Title: President	
Athurun		
Print Name: Ames PULLUPS		
STATE OF FLORIDA		
COUNTY OF JNOIAN LIVER		
,	,	
The foregoing instrument was acknowle	dged before me this 23 day of July . 2011,	
by Poralci J Heerer, as #	resident of BENT PINE GOLF	
provided as identifi	on. He/She is opersonally known to me or T has cation	
us identifi	oution.	
Given under my hand and official seal this 25 day of July, 2019.		
	ment Of Change	
[AFFIX NOTARIAL SEAL]	Print Name: VINCENT). Albanose	
	Print Name: VINCENT). Albanose	
	Title: Notary Public, State of Florida	
VINCENT J ALBANESE	Commission Number (if any) 66 324 764 My commission expires: 6/4/20a2	
Notary Public - State of Florida Commission # GG 224764	My commission expires. 0/4/20a2	
My Comm. Expires Jun 4, 2022		

WITNESSES:	BENT PINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation	
Signed, sealed and delivered	inc., a Florida not-for-profit corporation	
in the presence of:		
Print Name: Taryn Ore Hanes	By: Bryan E. McKnight Title: BFEAT President	
Print Name (Indy L 7395		
STATE OF Florida County Of Indian Civer		
The foregoing instrument was acknowle	dged before me this 25 day of July ,2019,	
by Bryan E. Mc Knight, as	President of BENT PINE	
COMMUNITY ASSOCIATION, INC., a I	Florida not-for-profit corporation. He/She is	
personally known to me or \(\Boxed{1}\) has provided	as identification.	
Given under my hand and official seal this $\frac{25}{100}$ day of $\frac{1}{100}$, $\frac{2019}{100}$.		
[AFFIX NOTARIAL SEAL]	Nikole Lynn Plasse Title Nature Public State of Florida	
NIKOLE LYNN PLASSE MY COMMISSION # GG 163517 EXPIRES: November 28, 2021	Title: Notary Public, State of Florida Commission Number (if any) 66 1635 17 My commission expires: 11/28/2021	
Bonded Thru Notary Public Underwriters	• •	

WITNESSES:	DIVENTURES, LLC, a Minnesota limited liability company authorized to do business in	
Signed, sealed and delivered	Florida	
in the presence of:	•	
Print Name: Jennine Bacon Print Name: Just a Sandman	By:	
STATE OF Minne-sta COUNTY OF Sibley		
by Lancolo Languages, as Piece Minnesota limited liability company authorized to	ed before me this 34 day of, 2019,, 2019,, 2019 of DIVENTURES, LLC, a do business in Florida. He/She is Apersonally as identification.	
Given under my hand and official seal this 24 day of 30 , 20 , 20 .		
MONA JEAN FORST Notary Public-Minnesota My Commission Expires Jan 31, 2020	(Signature) Print Name: Mona Van Forst Title: Notary Public, State of Florida Monesola Commission Number (if any) My commission expires: /31/22	
This document was prepared by:		

This document was prepared by: Jo Anne P. Stubblefield HYATT & STUBBLEFIELD, P.C. 1979 Lakeside Parkway, Suite 250 Atlanta, Georgia 30084

JOINED AND CONSENTED TO BY:

WITNESSES:	BENT PINE PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit
Signed, sealed and delivered	corporation
in the presence of:	By: John
Print Name: Lincoln Langhors	Name: Justin Sondingan
To Mariago	Title: Treasmer
Print Name: Stanine Bacon	
by Justin Sandman, as	N, INC., a Florida not-for-profit corporation.
Given under my hand and official seal th	nis 24 day of July , 20/9.
	ma Jean First
[AFFIX NOTARIAL SEAL]	(Signature)
MONA JEAN FORST Notary Public-Minnesota	Print Name: Mona Leas Forth. Title: Notary Public, State of Florida Municipal Commission Number (if any)
Ny Commission Expires Jan 31, 2020 \$	My commission expires: 1/21/20

EXHIBIT "A"

Legal Description of BPP Property

COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, RUN SOUTH 89°58'54" EAST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 40.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF KING'S HIGHWAY (STATE ROAD 505-A, COUNTY ROAD 613. AN 80 FOOT WIDE RIGHT-OF-WAY) AND THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING CONTINUE SOUTH 89°58'54" EAST, ALONG SAID NORTH LINE, ALSO BEING THE SOUTH LINE OF INDIAN RIVER FARMS WATER CONTROL DISTRICTS 60 FOOT WIDE RIGHT-OF-WAY (COMMONLY KNOWN AS 61ST STREET AND PECAN GROVE ROAD) A DISTANCE OF 941.92 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°04'12" WEST ALONG A LINE THAT IS PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF AFORMENTIONED KING'S HIGHWAY, A DISTANCE OF 333.60 FEET TO A POINT OF CURVATURE: THENCE RUN 82.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 52°30'20" AND CHORD OF 79.62 FEET WHICH BEARS SOUTH 26°10'58" EAST; THENCE RUN SOUTH 52°26'08" EAST, A DISTANCE OF 173.30 FEET TO A POINT OF CURVATURE; THENCE RUN 89.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 60°20'03" AND A CHORD OF 85.43 FEET WHICH BEARS SOUTH 22°16'07" EAST; THENCE RUN SOUTH 07°53'55" WEST, A DISTANCE OF 247.95 FEET TO A POINT OF CURVATURE; THENCE RUN 63.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 16°54'30" AND A CHORD OF 63.22 FEET WHICH BEARS SOUTH 00°33'21" EAST TO A POINT OF REVERSE CURVATURE; THENCE RUN 175.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 26°08'40" AND A CHORD OF 174.16 FEET WHICH BEARS SOUTH 04°03'44" WEST; THENCE RUN SOUTH 69°08'28" EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 95.69 FEET; THENCE RUN 19.26 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 04°24'47" AND A CHORD OF 19.25 FEET WHICH BEARS SOUTH 66°56'05" EAST; THENCE RUN NORTH 25°16'18" EAST, A DISTANCE OF 60.36 FEET TO A POINT ON A CURVE; THENCE RUN 209.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 55°48'43" AND A CHORD OF 201.25 FEET WHICH BEARS NORTH 87°21'57" EAST; THENCE RUN NORTH 59°27'37" EAST, A DISTANCE OF 72.98 FEET; THENCE RUN SOUTH 89°58'54" EAST ALONG A LINE THAT IS PARALLEL WITH THE NORTH LINE OF AFORMENTIONED SECTION 16, A DISTANCE OF 311.76 FEET; THENCE RUN

SOUTH 24°42'15" EAST, A DISTANCE OF 100.65 FEET; THENCE RUN SOUTH 00°51'17" WEST, A DISTANCE OF 265.38 FEET; THENCE RUN SOUTH 08°25'36" WEST, A DISTANCE OF 88.72 FEET; THENCE RUN SOUTH 31°58'25" WEST, A DISTANCE OF 160.15 FEET; THENCE RUN SOUTH 08°56'24" EAST, A DISTANCE OF 138.68 FEET; THENCE RUN SOUTH 07°28'17" WEST, A DISTANCE OF 210.18 FEET; THENCE RUN SOUTH 21°07'21" WEST, A DISTANCE OF 344.47 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY OF BENT PINE DRIVE (A 50 FOOT WIDE ACCESS RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 756, PAGE 2529); THENCE RUN SOUTH 88°34'46" WEST ALONG SAID EASTERLY EXTENSION A DISTANCE OF 229.09 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE BENT PINE DRIVE ACCESS RIGHT-OF-WAY; THENCE, RUNNING ALONG SAID NORTH RIGHT-OF-WAY, CONTINUE SOUTH 88°34'46" WEST, A DISTANCE OF 85.32 FEET TO A POINT OF CURVATURE; THENCE RUN 257.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 354.74 FEET, A CENTRAL ANGLE OF 41°31'23" AND A CHORD OF 251.50 FEET WHICH BEARS SOUTH 67°49'04" WEST; THENCE RUN SOUTH 47°03'23" WEST, A DISTANCE OF 23.63 FEET TO A POINT OF CURVATURE; THENCE RUN 159.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 425.86 FEET, A CENTRAL ANGLE OF 21°29'44" AND A CHORD OF 158.83 FEET WHICH BEARS SOUTH 57°48'15" WEST TO A POINT OF COMPOUND CURVATURE; THENCE RUN 158.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 397.95 FEET, A CENTRAL ANGLE OF 22°52'40" AND A CHORD OF 157.84 FEET WHICH BEARS SOUTH 79°59'27" WEST; THENCE RUN NORTH 88°34'13" WEST, A DISTANCE OF 268.76 FEET TO A POINT OF CURVATURE, THENCE RUN 277.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 481.65 FEET, A CENTRAL ANGLE OF 32°58'30" AND A CHORD OF 273.39 FEET WHICH BEARS NORTH 72°04'58" WEST; THENCE RUN NORTH 55°35'43" WEST A DISTANCE OF 65.14 FEET TO A POINT OF CURVATURE; THENCE RUN 160.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 267.66 FEET, A CENTRAL ANGLE OF 34°21'04" AND A CHORD OF 158.08 FEET WHICH BEARS NORTH 72°46'15" WEST; THENCE RUN NORTH 89°56'47" WEST, A DISTANCE OF 34.46 FEET TO AFORMENTIONED EAST RIGHT-OF-WAY LINE OF KING'S HIGHWAY; THENCE RUN NORTH 00°04'12" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE OF KING'S HIGHWAY, A DISTANCE OF 2316.95 FEET TO THE AFORMENTIONED NORTH LINE OF SECTION 16 AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA AND CONTAINING 79.20 ACRES, MORE OR LESS.

EXHIBIT "B"

Legal Description of Club Property

ALL THOSE CERTAIN LANDS, MORE PARTICULARLY SET FORTH IN THE FOLLOWING CONVEYANCES, OWNED BY BENT PINE GOLF CLUB, INC., A FLORIDA NOT FOR PROFIT CORPORATION, AS OF THE EFFECTIVE DATE OF THE CONSTRUCTION, MAINTENANCE AND COST-SHARING AGREEMENT TO WHICH THIS EXHIBIT B IS ATTACHED:

- 1. THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 570, 2182, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA;
- 2. THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 604, 1988, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA;
- 3. THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 612, 2259, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA;
- 4. THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 637, 1500, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA;
- 5. THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 711, 1747, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA;
- 6. THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 725, 440, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA;
- 7. THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 756, 2530, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA;
- 8. THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 960, 2068, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA;
- 9. THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1280, 1762, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA;
- 10. THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1490, 2659, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA; AND
- 11. THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2243, 873, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

ALSO REFERENCED AS THE FOLLOWING INDIAN RIVER COUNTY PROPERTY APPRAISERS' TAX IDENTIFICATION NUMBERS:

3239150000030000011.1, 3239150000030000011.2, 3239150000030000015.0, 3239160000010000003.0, 323916000001000000015.1, 32391600000100000015.1, 32391600000100000015.2, 32391600000100000015.1, 32391600000100000015.2, 3239160000030000001.1, 3239160000030000001.2, 323916000010000015.0, 3239160000100200001.1, 32391600000300000001.2, 32391600001001000016.0, 32391600001002000012.0, AND 32391600001002000013.0.

EXHIBIT "C"

Legal Description of Association Property

ALL THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 756, PAGE 2523, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

EXHIBIT "D"

Conceptual Site Plan for BPP Property

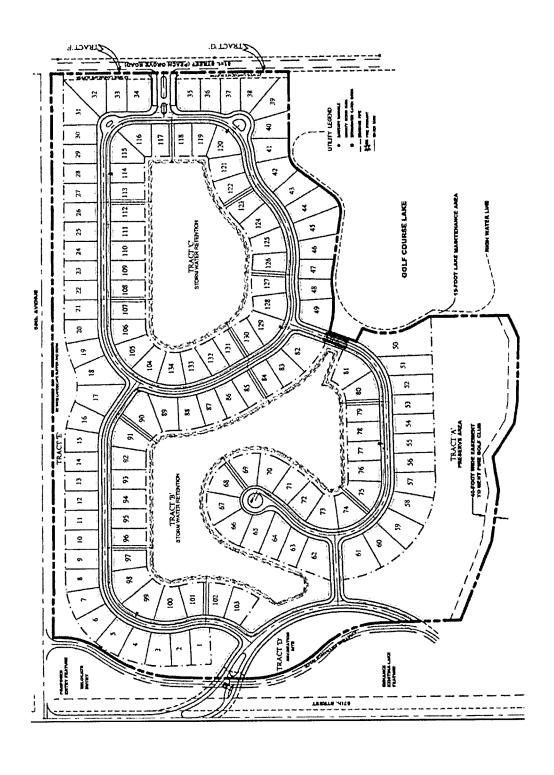


EXHIBIT "E"

Termination of Deed Covenants

[See attached.]

PREPARED BY AND TO BE RETURNED TO: Rachael L. Greenstein, Esquire Feldman & Mahoney, P.A. 2240 Belleair Road, Suite 210 Clearwater, Florida 33764 (727) 536-8003

TERMINATION OF DEED COVENANTS, RESTRICTIONS AND LIMITATIONS

THIS TERMINATION OF DEED COVENANTS, RESTRICTIONS AND LIMITATIONS ("Termination") is made and entered into as of ________, 20____ by and among BENT PINE GOLF CLUB, INC., a Florida not-for-profit corporation ("Club"), BENT PINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("Association"), and DIVENTURES, LLC, a Minnesota limited liability company ("DV") (hereinafter collectively referred to as the "Parties" and each individually referred to as a "Party").

RECITALS

- A. The Club is the "Grantor" in that certain Warranty Deed dated September 24, 2004, and recorded in Official Records Book 1786, Page 275, et seq., of the Public Records of Indian River County, Florida ("Deed"), pursuant to which the Club conveyed to Bent Pine Preserve L.L.C., a Florida limited liability company ("BPP"), as "Grantee," the parcel of undeveloped land described in Exhibit "A" of the Deed, being the same property described in Exhibit "A" attached hereto ("Property").
- B. The Association is a mandatory membership homeowners association identified in and responsible for administering the Declaration of Covenants, Conditions, and Restrictions recorded in Official Records Book 543, Page 668, et seq., of the Public Records of Indian River County, Florida (the "Bent Pine Declaration"), which encumbers title to that property comprising the residential community known as "Bent Pine" located adjacent to or in close proximity to the Property (the property subject to the Bent Pine Declaration being referred to herein as the "Bent Pine Community").
- C. Attached to the Deed as Exhibit "B" is an instrument entitled "Deed Covenants, Restrictions and Limitations," which has been amended by an Extension Agreement dated October 17, 2006 and recorded in Official Records Book 2109, Page 1199, et seq., and by a (Second) Extension Agreement dated April 22, 2014 recorded in Official Records Book 2753, Page 1474, et seq., both of the Public Records of Indian River County, Florida (as amended, collectively, the "Deed Covenants"). Part C.3 of the Deed Covenants provides for amendment thereof by an instrument signed by the Club, BPP or its successor in title to the Property, and the Association, and recorded in the Public Records of Indian River County, Florida.

- D. DV is the current owner of the Property and, as successor in title to BPP, has succeeded to BPP's rights under the Deed Covenants. DV is developing the Property as a master planned development to be known as Bent Pine Preserve ("Community") in accordance with Land Development Permit No. 96010108-74045 issued by Indian River County, Florida, as it may be amended ("LDP") and the plan documents approved as part thereof, as they may be amended ("LDP Plans").
- E. DV has executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Bent Pine Preserve dated May 15, 2019 in Official Records Book 3214, Page 841, et seq., of the Public Records of Indian River County, Florida, submitting the Property to various covenants, conditions, restrictions, easements, charges, liens and other provisions set forth therein (as may be amended pursuant to its terms, the "Preserve Declaration").
- F. The Club, the Association, and DV have executed and recorded that certain Agreement Concerning Easements dated May 8, 2019 in Official Records Book 3207, Page 251, et seq., of the Public Records of Indian River County, Florida (as may be amended pursuant to its terms, the "New Easement Agreement"), releasing and terminating various easements described in the Deed, the Deed Covenants, and/or in separate recorded documents referenced in the Deed and replacing them with new easements.

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged:

- 1. The Parties hereby terminate and release all terms and provisions of the Deed Covenants and all other easements, covenants, conditions and obligations set forth in the Deed (collectively, with the Deed Covenants, the "Covenants"); provided, that such termination and release shall in no event terminate, release, revoke, or cancel the underlying conveyance of the Property from the Club to BPP and any warranties related to such conveyance set forth in the Deed.
- 2. Each Party hereby releases and terminates its interest in and under the Covenants and agrees that the respective rights and obligations of the Parties thereunder shall hereafter be governed by the Preserve Declaration, the New Easement Agreement and the Cost-Sharing Agreement.

[continued on next page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Termination on the date first above written.

((111 (E00E0)	BENT PINE GOLF CLUB, INC., a Florida no for-profit corporation
Signed, sealed and delivered in the presence of:	202 P. C.
	By:
Print Name:	Name:
	Title:
Print Name:	
STATE OF	
STATE OFCOUNTY OF	
The foregoing instrument was acknowledge	d before me this day of, 20
by, as	of BENT PINE GOLF
by, as, as, as	He/She is \Box personally known to me or \Box has ion.
Given under my hand and official seal this	day of, 20
[AFFIX NOTARIAL SEAL]	(Signature)
	Print Name:
	Title: Notary Public, State of Florida
	Commission Number (if any)
	My commission expires:

	BENT PINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation
Signed, sealed and delivered in the presence of:	
	By:
	Name:
Print Name:	Title:
Print Name:	
STATE OF	
COUNTY OF	
The foregoing instrument was acknowledge by, as	ed before me this day of, 20, of BENT PINE
by, as COMMUNITY ASSOCIATION, INC., a Flo □ personally known to me or □ has provided	rida not-for-profit corporation. He/She is as identification.
Given under my hand and official seal this	day of, 20
[AFFIX NOTARIAL SEAL]	(Signature)
į.	Print Name: Title: Notary Public, State of Florida
	Commission Number (if any)
	My commission expires:

	DIVENTURES, LLC, a Minnesota limited liability company authorized to do business in
	Florida
Print Name:	By:Name:
	Title:
Print Name:	
STATE OF	
COUNTY OF	
The foregoing instrument was acknowledge by, as Minnesota limited liability company authorized to	d before me thisday of, 20,of DIVENTURES, LLC, a
Minnesota limited liability company authorized to known to me or □ has provided	do business in Florida. He/She is □personally as identification.
Given under my hand and official seal this	day of, 20
[AFFIX NOTARIAL SEAL]	(Signature)
	Print Name: Title: Notary Public, State of Florida
	Commission Number (if any)
	My commission expires:

EXHIBIT "A"

Legal Description of Property

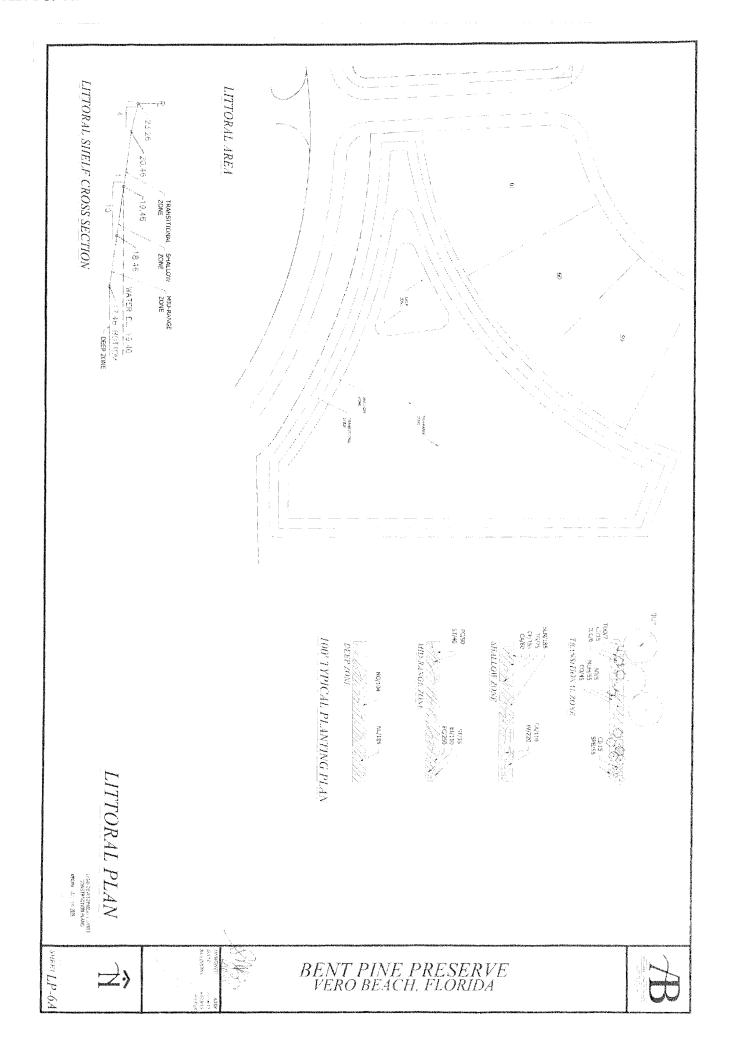
COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, RUN SOUTH 89°58'54" EAST, ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 40.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF KING'S HIGHWAY (STATE ROAD 505-A, COUNTY ROAD 613, AN 80 FOOT WIDE RIGHT-OF-WAY) AND THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING CONTINUE SOUTH 89°58'54" EAST, ALONG SAID NORTH LINE, ALSO BEING THE SOUTH LINE OF INDIAN RIVER FARMS WATER CONTROL DISTRICTS 60 FOOT WIDE RIGHT-OF-WAY (COMMONLY KNOWN AS 61ST STREET AND PECAN GROVE ROAD) A DISTANCE OF 941.92 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°04'12" WEST ALONG A LINE THAT IS PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF AFORMENTIONED KING'S HIGHWAY, A DISTANCE OF 333.60 FEET TO A POINT OF CURVATURE; THENCE RUN 82.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 52°30'20" AND CHORD OF 79.62 FEET WHICH BEARS SOUTH 26°10'58" EAST; THENCE RUN SOUTH 52°26'08" EAST, A DISTANCE OF 173.30 FEET TO A POINT OF CURVATURE; THENCE RUN 89.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 60°20'03" AND A CHORD OF 85.43 FEET WHICH BEARS SOUTH 22°16'07" EAST; THENCE RUN SOUTH 07°53'55" WEST, A DISTANCE OF 247.95 FEET TO A POINT OF CURVATURE; THENCE RUN 63.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 16°54'30" AND A CHORD OF 63.22 FEET WHICH BEARS SOUTH 00°33'21" EAST TO A POINT OF REVERSE CURVATURE; THENCE RUN 175.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 26°08'40" AND A CHORD OF 174.16 FEET WHICH BEARS SOUTH 04°03'44" WEST; THENCE RUN SOUTH 69°08'28" EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 95.69 FEET; THENCE RUN 19.26 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 04°24'47" AND A CHORD OF 19.25 FEET WHICH BEARS SOUTH 66°56'05" EAST; THENCE RUN NORTH 25°16'18" EAST, A DISTANCE OF 60.36 FEET TO A POINT ON A CURVE; THENCE RUN 209.43 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 55°48'43" AND A CHORD OF 201.25 FEET WHICH BEARS NORTH 87°21'57" EAST; THENCE RUN NORTH 59°27'37" EAST, A DISTANCE OF 72.98 FEET; THENCE RUN SOUTH 89°58'54" EAST ALONG A LINE THAT IS PARALLEL WITH THE NORTH LINE OF AFORMENTIONED SECTION 16, A DISTANCE OF 311.76 FEET; THENCE RUN SOUTH 24°42'15" EAST, A DISTANCE OF 100.65 FEET; THENCE RUN SOUTH 00°51'17" WEST, A DISTANCE OF 265.38 FEET; THENCE RUN SOUTH 08°25'36" WEST, A DISTANCE OF 88.72 FEET; THENCE RUN SOUTH 31°58'25" WEST, A DISTANCE OF 160.15 FEET; THENCE RUN SOUTH 08°56'24" EAST, A DISTANCE OF 138.68 FEET; THENCE RUN SOUTH 07°28'17" WEST, A DISTANCE OF 210.18 FEET; THENCE RUN SOUTH 21°07'21" WEST, A DISTANCE OF 344.47 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY OF BENT PINE DRIVE (A 50 FOOT WIDE ACCESS RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 756, PAGE 2529); THENCE RUN SOUTH 88°34'46" WEST ALONG SAID EASTERLY EXTENSION A DISTANCE OF 229.09 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE BENT PINE DRIVE ACCESS RIGHT-OF-WAY; THENCE, RUNNING ALONG SAID NORTH RIGHT-OF-WAY, CONTINUE SOUTH 88°34'46" WEST, A DISTANCE OF 85.32 FEET TO A POINT OF CURVATURE; THENCE RUN 257.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 354.74 FEET, A CENTRAL ANGLE OF 41°31'23" AND A CHORD OF 251.50 FEET WHICH BEARS SOUTH 67°49'04" WEST; THENCE RUN SOUTH 47°03'23" WEST, A DISTANCE OF 23.63 FEET TO A POINT OF CURVATURE; THENCE RUN 159.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 425.86 FEET, A CENTRAL ANGLE OF 21°29'44" AND A CHORD OF 158.83 FEET WHICH BEARS SOUTH 57°48'15" WEST TO A POINT OF COMPOUND CURVATURE; THENCE RUN 158.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 397.95 FEET, A CENTRAL ANGLE OF 22°52'40" AND A CHORD OF 157.84 FEET WHICH BEARS SOUTH 79°59'27" WEST; THENCE RUN NORTH 88°34'13" WEST, A DISTANCE OF 268.76 FEET TO A POINT OF CURVATURE, THENCE RUN 277.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 481.65 FEET, A CENTRAL ANGLE OF 32°58'30" AND A CHORD OF 273.39 FEET WHICH BEARS NORTH 72°04'58" WEST; THENCE RUN NORTH 55°35'43" WEST A DISTANCE OF 65.14 FEET TO A POINT OF CURVATURE; THENCE RUN 160.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 267.66 FEET, A CENTRAL ANGLE OF 34°21'04" AND A CHORD OF 158.08 FEET WHICH BEARS NORTH 72°46'15" WEST; THENCE RUN NORTH 89°56'47" WEST, A DISTANCE OF 34.46 FEET TO AFORMENTIONED EAST RIGHT-OF-WAY LINE OF KING'S HIGHWAY; THENCE RUN NORTH 00°04'12" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE OF KING'S HIGHWAY, A DISTANCE OF 2316.95 FEET TO THE AFORMENTIONED NORTH LINE OF SECTION 16 AND THE POINT OF BEGINNING.

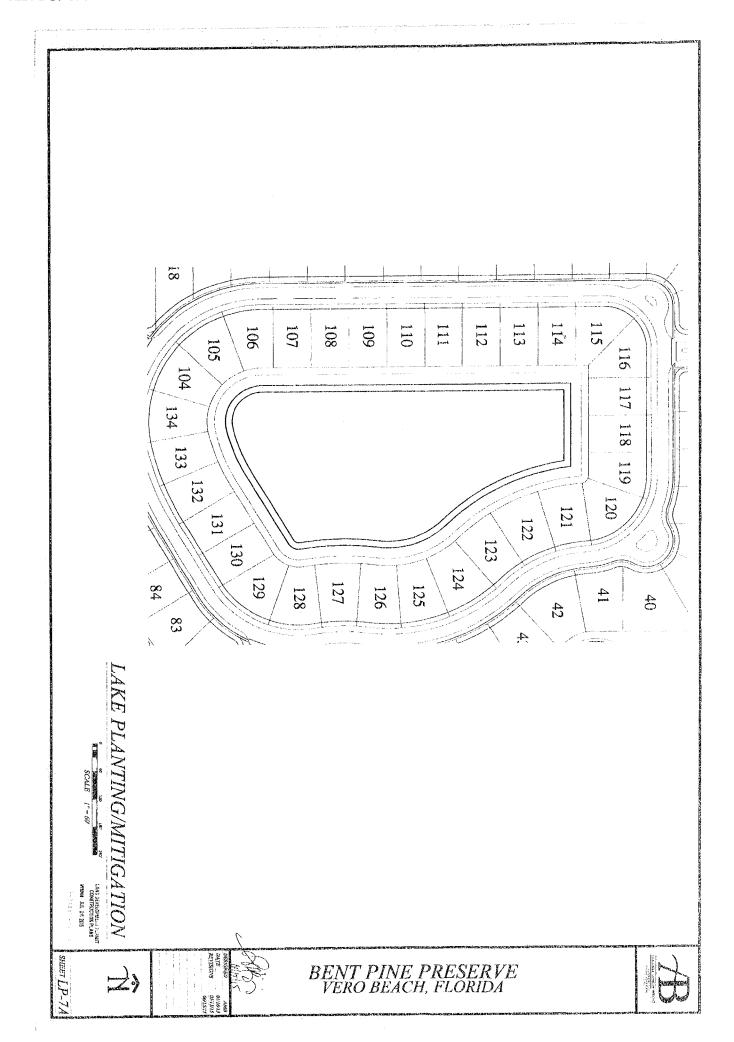
THE ABOVE DESCRIBED PARCEL LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA AND CONTAINING 79.20 ACRES, MORE OR LESS.

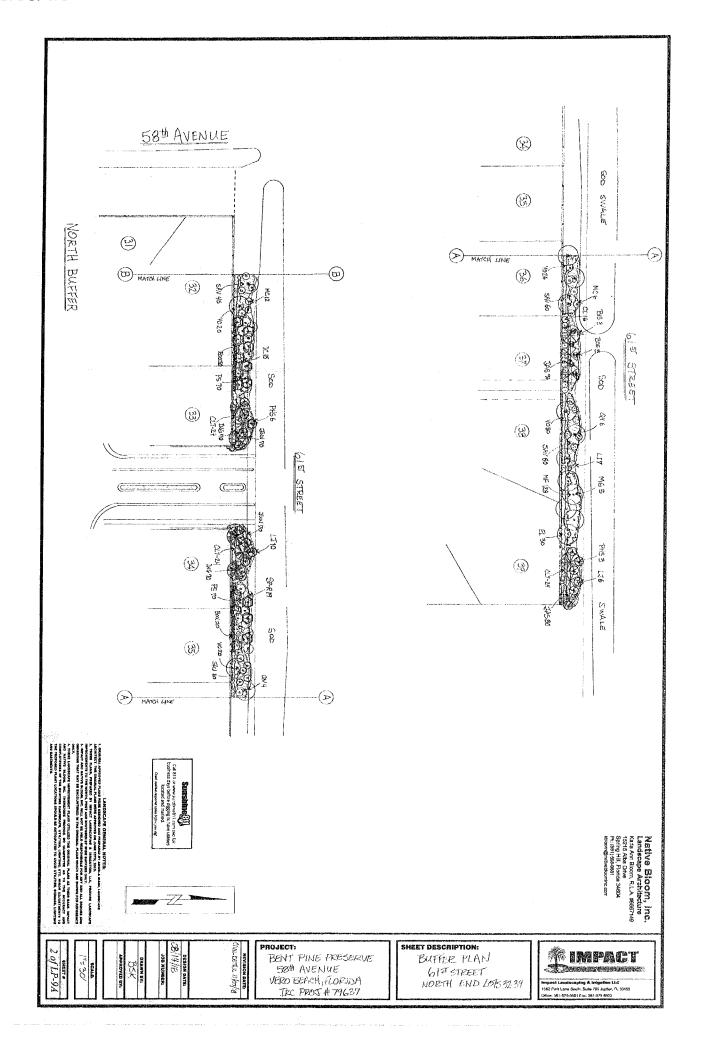
EXHIBIT "F"

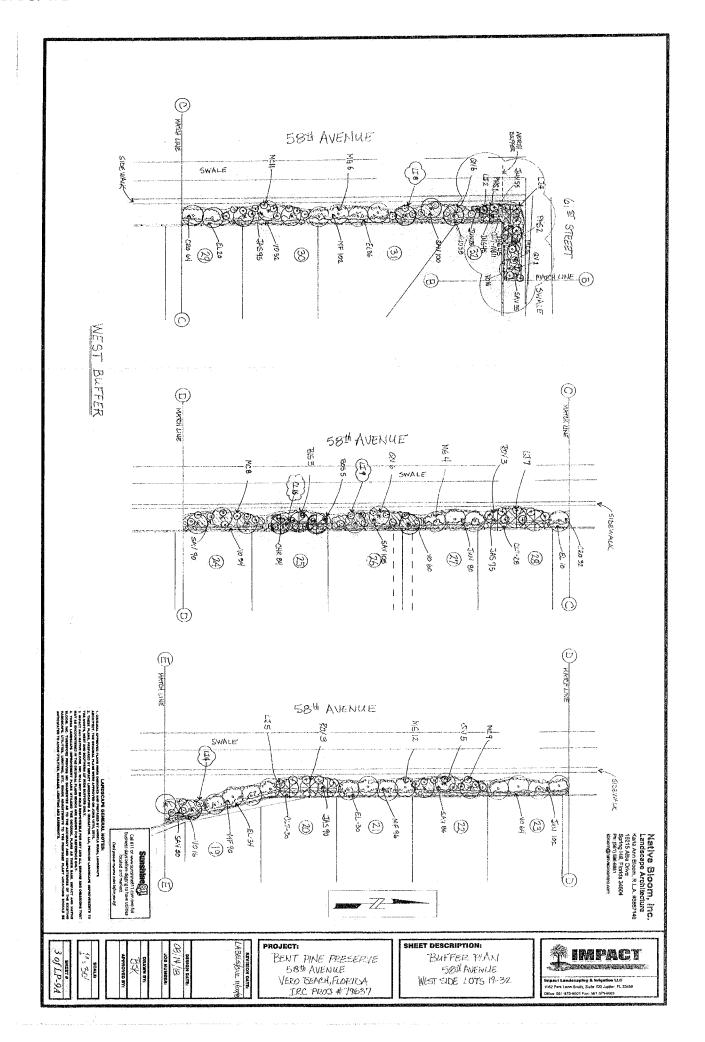
Approved Landscape Plans

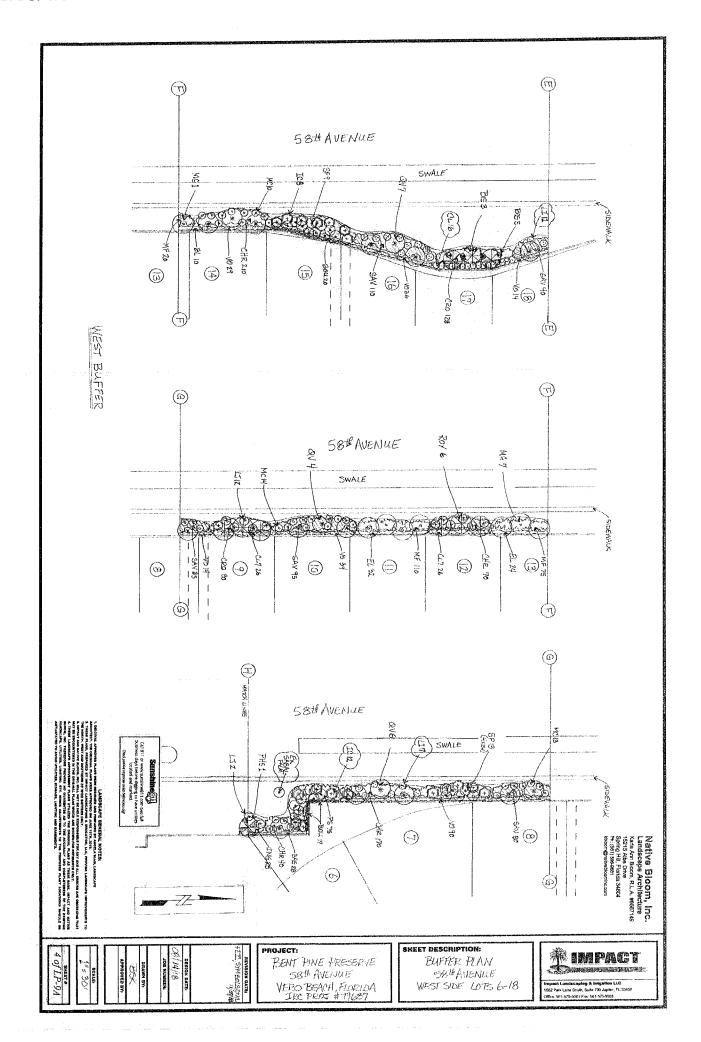
[See attached.]

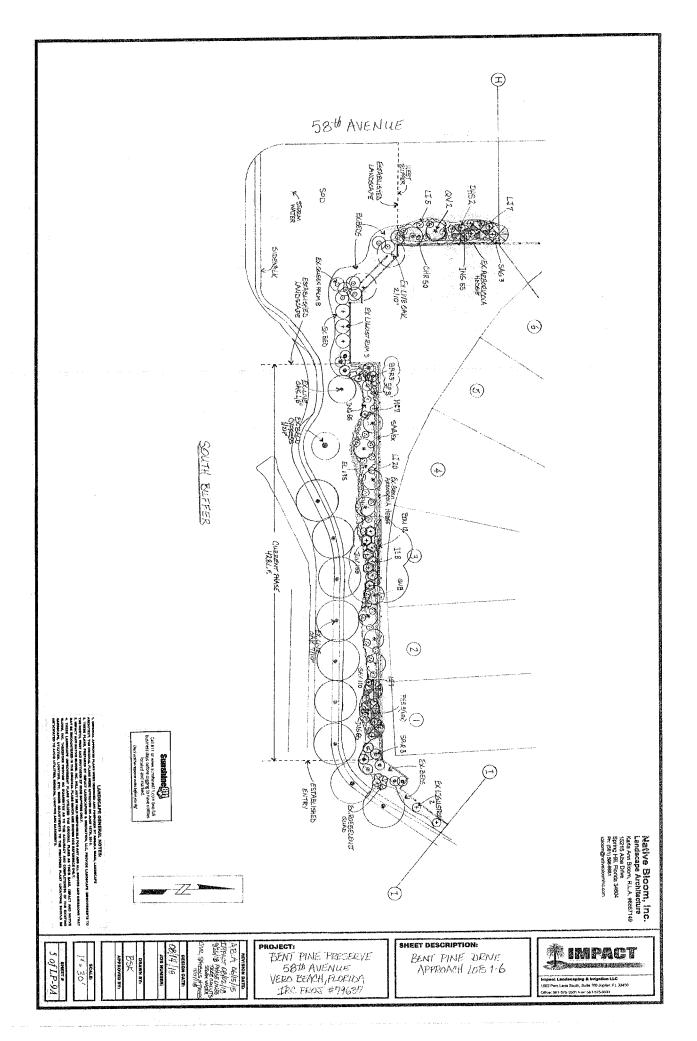


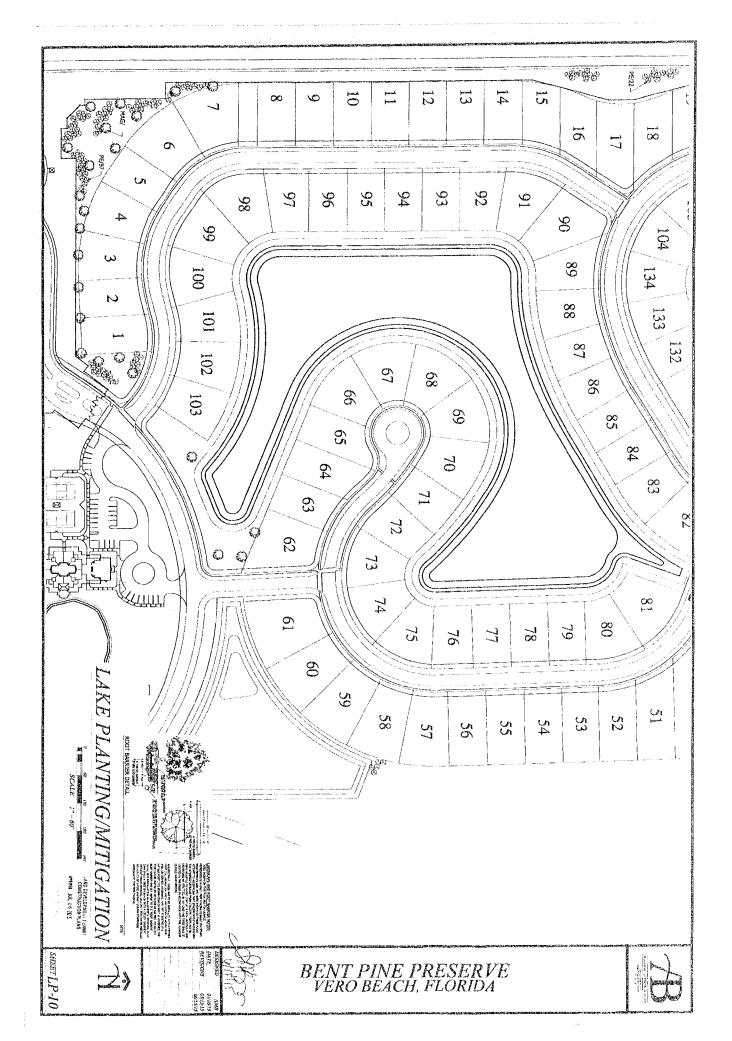












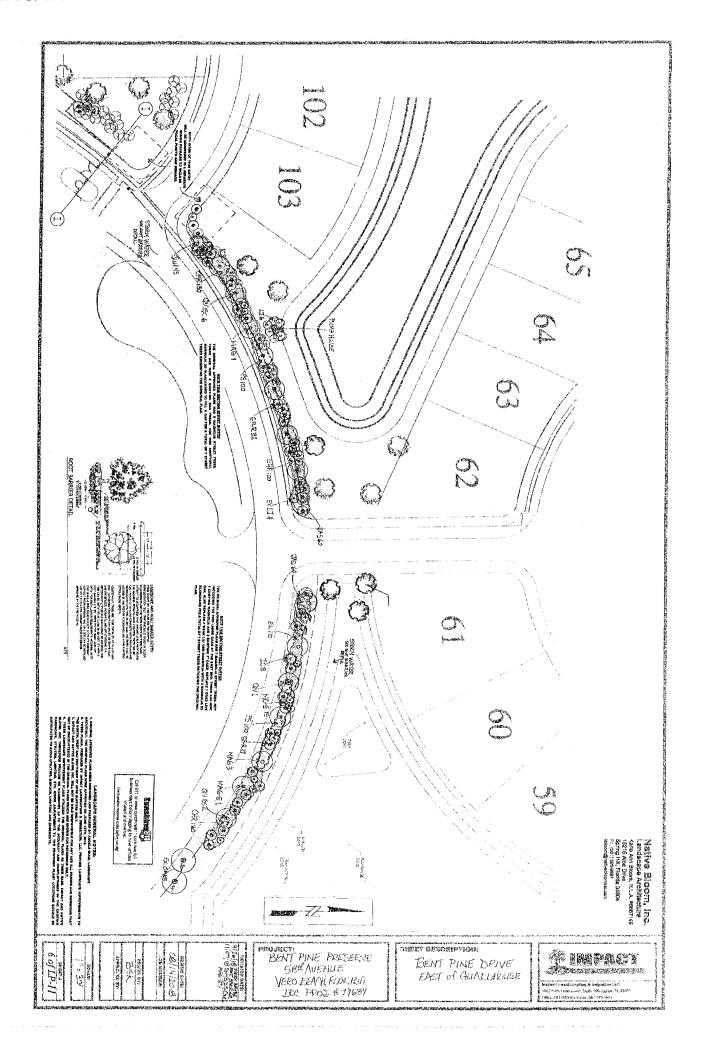


EXHIBIT "F-1"

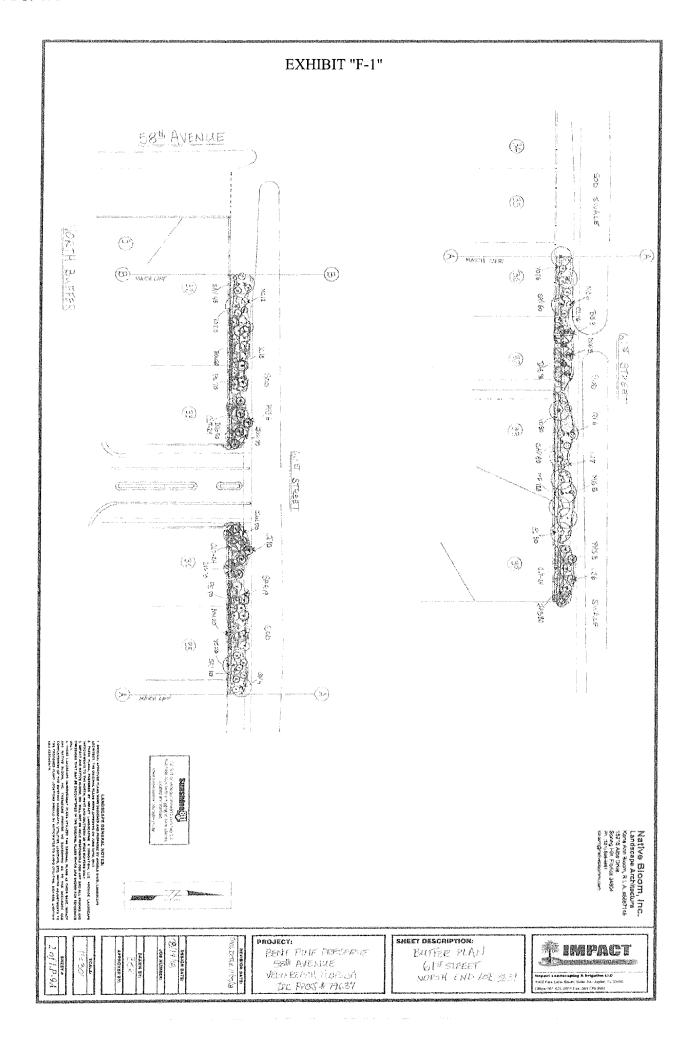


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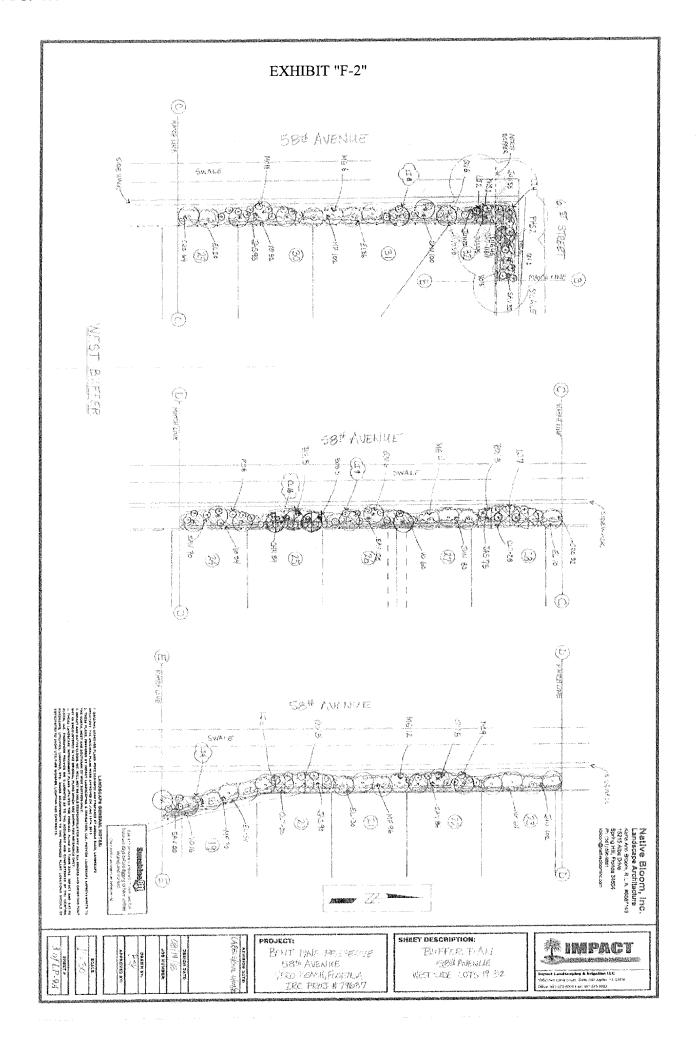


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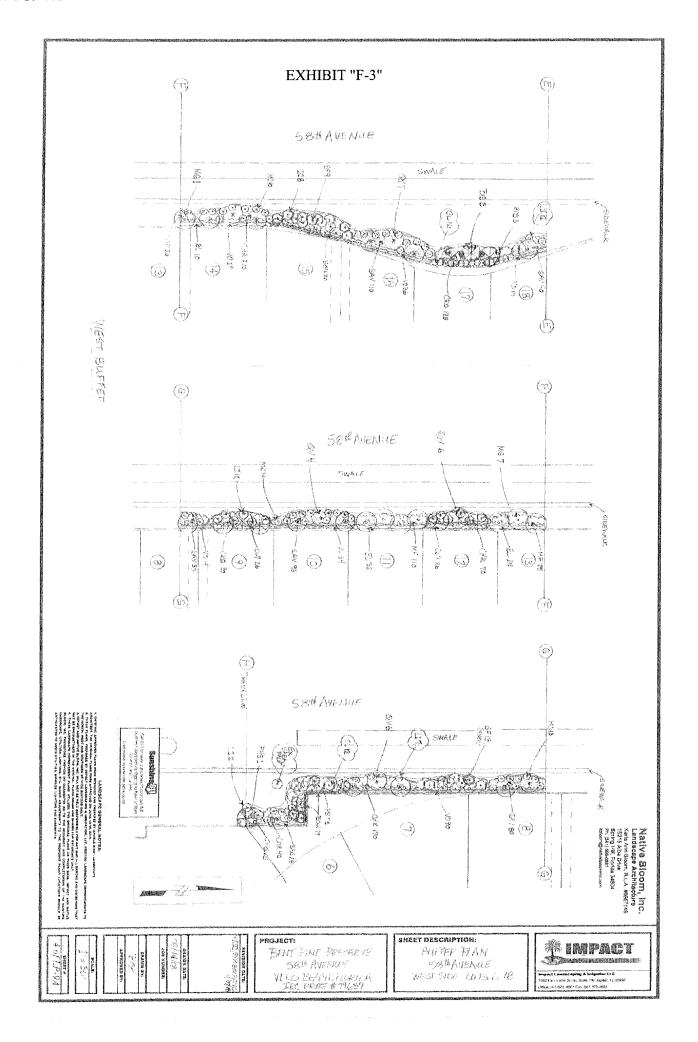


EXHIBIT "F-4"

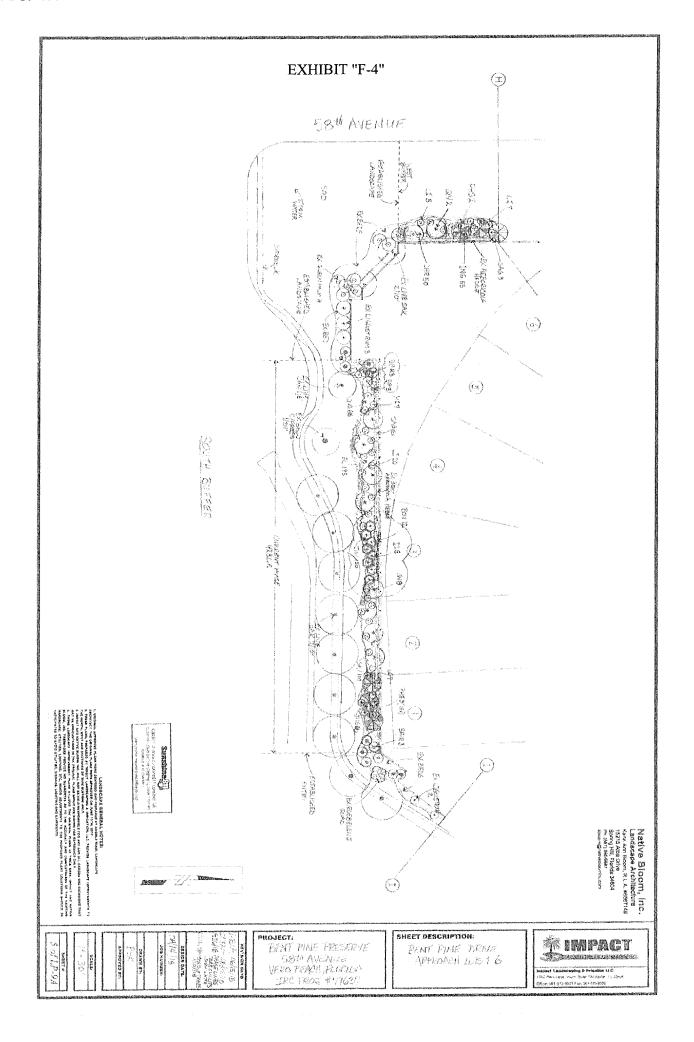


EXHIBIT "F-5"

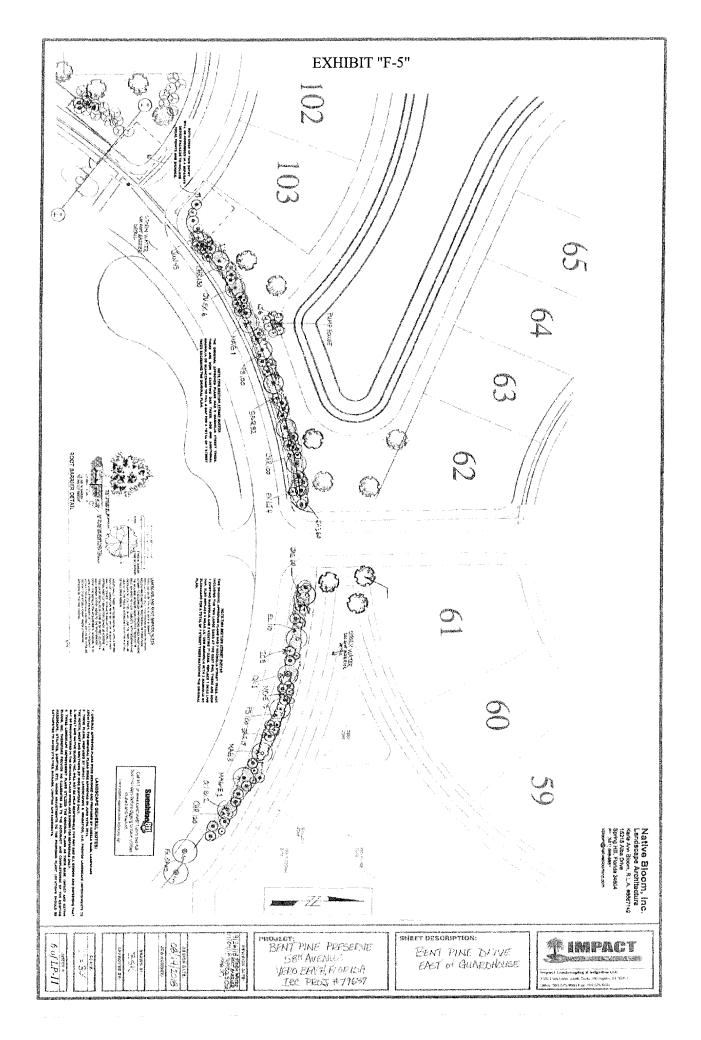


EXHIBIT "G"

2019 Approved Budget of Shared Costs

2019 Bent Pine Community Association ("BPCA")

Gatehouse/Gate Operations and

Shared Costs Budget

Total at Build-Out 127 22.4 ts				
127 127 ts		Total at	2019	Future
127 22.4 134	Platted Lots/Owners	Build-Out	Initial Plat	Final Plat
22.4	BPCA Owners	127	N.A.	N.A.
	BPCA Lots	22.4	N.A.	N.A.
	Bent Pine Preserve Lots	134	78	56
Total Lots and Percentage Allocation Calculation	Total Lots and Percentage Allocation Calculation	283.4	34.3%	47.3%

京 一	RPCA APPROVED	BD Dracenta 92	2010	
Shared Cost Descriptions	2019 Budget	34.3%	BP Preserve \$	BPCA and BPP Agreements
Gatehouse and Gate Operations				
Building Maintenance and Supplies	\$4,500	34.3%	\$1,543.50	
Contractor Repairs	\$2,500	34.3%	\$857.50	
Entry Gates: Maintenance & Repairs	\$2,500	34.3%	\$857.50	
Gatehouse Telephone	\$2,117	34.3%	\$726.13	
Maintenance Labor - Gatehouse Related Grounds Maintenance Only	\$5,000	34.3%	\$1,715.00	Parties agreed to a \$5K allocation to Gatehouse
Gatehouse Landscape Maintenance	\$1,000	34.3%	\$343.00	BPCA Provided Amount from Creative Landscaping
Gatehouse - Electric and Pump	\$4,000	34.3%	\$1,372.00	
Gatehouse - Water	\$145	34.3%	\$49.74	
Gatehouse Insurance Cost Allocation per BPCA Agent	\$537	34.3%	\$184.19	Quote from BPCA Provider on April 4, 2019
Gatehouse Staff Contract	\$145,717	34.3%	\$49,980.93	
Gatehouse Reserves	\$19,000	34.3%	\$6,517.00	
Gatehouse and Gate Operations Sub-Total	\$187,016	Signature Control of the second of the secon	\$64,146.49	
BPCA and BPP Shared Entrance Way Expenses (Street lights, Tree Trimming)	\$5,000	34.3%	\$1,715.00	
Total Gatehouse/Gate Operations and Shared Costs 2019	\$192,016		\$65,861.49	