

PREPARED BY AND RETURNED TO
PHILLIP A. PUGH OF
EMMANUEL, SHEPPARD AND GARDNER
30 SOUTH SPRING STREET
TALLAHASSEE, FL 32301

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR ENCLAVE AT BENTLEY OAKS

THIS DECLARATION, made this 3rd day of March, 2005, by Bentley Oaks, L.L.C., an Alabama Limited Liability Company hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property located in Escambia County, Florida, and more particularly described as follows, to-wit:

For legal description, see Exhibit "A" attached hereto and incorporated herein by reference which is or will be platted (together with additional properties not affected by this Declaration of Covenants and Restrictions) as Bentley Oaks-Unit 1.

WHEREAS, Lots 1-22 of Block C and 1-12 of Block D as shown on the plat of Bentley Oaks-Unit 1 will be known as the "Enclave at Bentley Oaks" (known herein as the "Enclave"); and

WHEREAS, the Enclave will have Separate Covenants and Restrictions and a separate homeowners association from the rest of the property platted as Bentley Oaks-Unit 1;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" (the "Property") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereafter provided in the Declaration of Covenants and Restrictions for Enclave at Bentley Oaks (sometimes referred to as "Declaration" or "Covenants and Restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. The following words, when used in this Declaration or any Declaration (unless the context shall prohibit), shall have the following meanings:

- a. "Articles" shall mean and refer to the Articles of Incorporation of the Association. See attached Exhibit "B".

b. "Association" shall mean and refer to Enclave at Bentley Oaks Owners Association, Inc., a not-for-profit Florida corporation, as described in the Articles of Incorporation of the Association.

c. "Builder" shall mean and refer to purchasers of one or more Lots that are engaged in the regular business of constructing residential buildings and that intend to construct homes on the Lots purchased within Enclave or that intends to re-sell the Lots to a person or entity engaged in such business.

d. "By-Laws" shall mean and refer to the By-Laws of the Association. See attached Exhibit "C".

e. "Common Areas" shall mean all of the area so designated on the Plat, in this Declaration or in the Bylaws, or otherwise designated as such in an instrument executed by the Declarant and recorded in the Public Records of Escambia County, Florida. After the end of the Development Period, the Declarant will convey the Common Areas to the Association by quit claim deed, or assignment of easement as the case may be, free and clear of any liens.

f. "Common Expenses" shall mean and include all of the line items for the budget as set forth in the Bylaws, and the Common Expenses mentioned in the Articles and Bylaws and in this Declaration, including but not limited to the following: all of the costs of operating, repairing and replacing the Common Areas and any property belonging to or being operated by the Association; electricity for street lights; the rental cost, if any, associated with any fire hydrant located on the Property; liability and casualty insurance, as well as directors and officers liability insurance; the amounts and particular coverage shall be matters for determination within the sound business judgment of the directors of the Association; the cost of operating and management of the Association; irrigation along Kingsfield Road and on any island on the streets in Enclave, as well as any other Common Areas; landscaping of the fifteen (15) foot screening buffer along Kingsfield Road and Entrance Signage and/or Monument, if any.

g. "Declaration" shall mean this Declaration of Covenants and Restrictions for Enclave at Bentley Oaks.

h. "Developer" and "Declarant" shall mean and refer to Bentley Oaks, L.L.C., an Alabama Limited Liability Company.

i. "Development Period" shall mean and refer to the period beginning with the recording of the Declaration in the Public Records of Escambia County, Florida, until the Developer has transferred control of the Association to Owners other than the Developer, as prescribed by Ch. 720.301, et., seq., Florida Statutes.

j. "Enclave" shall mean and refer to that certain real property described on Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

k. "Governing Documents" shall mean this Declaration, the Articles and Bylaws of the Association.

l. "Home" shall mean and refer to any house, situated upon a Lot. A "Home" shall be deemed to exist when a "Certificate of Occupancy" or equivalent has been issued for it.

m. "Lot" shall mean and refer to each of the platted lots as shown on the Plat of Bentley Oaks-Unit 1, which will be recorded in the public records of Escambia County, Florida, except those which lie outside the legal description on the attached Exhibit "A". In the event a portion of a lot is added to another lot due to building encroachments, setback violations or for other reasons, such combination of lots and the remainder of a lot shall also each constitute a "Lot" under this definition. Platted lots shown on plats of additional properties shall become "Lots" if and when they are brought under the jurisdiction of the Association. The Lots under the jurisdiction of this Association and subject to this Declaration at the time of recording this Declaration are Lots 1 - 22, inclusive, of Block C and Lots 1 - 12, inclusive, of Block D as shown on the Plat.

n. "Member" shall mean and refer to all of the persons or entities who are members of the Association, as provided in Article III, Section I, hereof.

o. "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 Home. A mortgagee under a mortgage encumbering any Lot or Home shall not be considered an Owner unless and until such mortgagee has acquired record title pursuant to foreclosure or any proceedings in lieu of foreclosure.

p. "Parcel Owner" shall mean the owner of any lot at Enclave.

q. "Plat" shall mean the Plat of Bentley Oaks-Unit 1, recorded in the public records of Escambia County, Florida.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Escambia County, Florida, and is more particularly described as all of the real property described on Exhibit "A" attached hereto. Notwithstanding anything herein contained to the contrary, nothing contained herein is intended to, nor shall it in any way imply, infer or be interpreted that any property owned by Declarant, or in which Declarant has any right or option to purchase, other than the Property described on Exhibit "A", shall be subject to the covenants, conditions and restrictions herein set forth, and no covenants, conditions or restrictions shall in any way be created hereby with respect to any property other than the Property described on Exhibit "A", whether by negative implication or otherwise.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Association Voting Rights. The voting rights of the Members in the Association shall be as provided in the By-Laws of the Association.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Lot Owner within Enclave hereby covenants and 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 personally covenant and agree to pay to the Association:

- a. Annual assessments based on the annual budget for Common Expenses adopted in the manner provided for in the By-Laws; and,
- b. Special assessments for Common Expenses as fixed and established from time to time as hereinafter provided.

The annual and special assessments, together with such interest and cost of collection as hereinafter provided, shall be a charge and continuing lien on each Lot against which it is made. Each such assessment, together with such interest and cost of collection as hereinafter provided, shall also be the personal obligation of the person or entity that was the Owner of such property at the time when the assessment became due.

Section 2. Purpose of Annual and Special Assessments. The annual and special assessments levied by the Association on each Lot, in equal proportionate shares, shall be used for the purpose of promoting the health, safety, enjoyment and welfare of the Owners of Lots and for the payment of Common Expenses.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date this Declaration is recorded in the Public Records of Escambia County, Florida, unless a different date is fixed by the Board of Directors of the Association, herein called the "Date of Commencement".

The first Annual Assessment shall be levied for the balance of the calendar year in which it is imposed. The assessments for any year, after the first year, shall be payable in equal quarterly installments on the first day of each month of each quarter of the year for which the assessments are made.

The amount of the first annual assessment shall be an amount which bears the same relationship to the annual assessment provided for in this Article as the number of days remaining in the year of the first annual assessment (from and including the month of the date of Commencement) bears to three hundred sixty-five. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 4. Annual Assessment. The annual assessment for the initial year of operation of the Association shall be as follows:

For each Lot	\$180.00
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For convenience, the Association may round off assessments for each Lot, up or down, provided the rounding difference involved is not more than \$10.00. The annual assessments are subject to proration as elsewhere provided in this Article, and are subject to increase or decrease in subsequent years as provided herein below.

While the Developer is in control of the Association, the Developer is excused from payment of its share of the operating expenses and assessments related to its Lots and in lieu thereof will pay any operating expenses incurred that exceed the assessments receivable from other Members and other income

of the Association, including but not limited to operating capital contributions to the Association; provided, in any event, the Developer shall not be obligated to pay for repairs, replacements or other losses or damage occasioned by Acts of God, casualty losses, emergencies or other contingencies that are outside the realm of usual operating expenses or are not usually included in the annual budget of the Association.

Section 5. Special Assessments. In addition to the annual assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to the time required for payment. Such special assessment may be adopted in the manner provided for in the By-Laws.

Section 6. Change in Annual Assessments. Subject to any limitations elsewhere provided, the Association may increase or decrease from year to year the amount of the annual assessments for Enclave as necessary to defray the Enclave Common Expenses. Additionally, an annual assessment may be amended by adopting an amended budget during any budget year.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the Date of Commencement and the amount of any assessment for any assessment period and shall provide notice thereof to the Lot Owners and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Owner.

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. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest and cost of collection as hereinafter provided, become a continuing lien on the Lot which shall bind such property in the hand of the then Owner, his heirs, devisees, personal representatives, successors and assigns. Each Lot Owner agrees that said Owner shall be personally liable for and promptly pay as and when due to the Association all assessments as provided herein and in the Articles of the Association and the By-Laws. Each Lot Owner agrees and understands that in the event that a Lot Owner fails to make payment as and when due, the Association shall have the right to record a lien against the Lot in the form of a statement signed by the President or Vice-President of the Association in recordable form. The Association shall have the right to enforce the lien in the manner provided under Florida law for foreclosure of mortgage liens. Each Lot Owner shall pay interest on the amount owed at the highest rate permitted by law and all court costs and attorney's fees incurred in

collection including preparation and filing of any assessment lien, as well as all fees incurred in foreclosure of such lien. This lien shall be subordinate to the lien of mortgages recorded prior to recording of the lien hereunder, and also subordinate to a deed given to a mortgagee if and only if given in lieu of foreclosure of such prior recorded mortgage and in full satisfaction thereof. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation. Provided, however, that no voluntary sale of any Lot shall be effective, nor shall any marketable title be conveyed unless and until the Seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the Seller has paid all assessments then due, as provided herein. If no such certificate is obtained and recorded, the purchaser shall be conclusively presumed to have assumed such past due assessments and shall become forthwith personally liable therefore. 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 the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property (or both) and there shall be added to the amount of such assessment, all costs of collection, including but not limited to the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with costs of the action.

Section 9. Working Capital Contribution. Each purchaser of a Lot from the Developer, including a purchaser that is a Builder, will pay to the Association a sum equal to one quarter's annual assessment on his Lot as a contribution towards operating capital of the Association. Such fee shall not be considered to be a prepayment of assessments otherwise due from an Owner to the Association.

Section 10. Liens to Cure Owner Non-Compliance. In addition to any other lien rights that may be exercised by the Association, the Association shall have the power and authority to impose "compliance liens" as hereafter described. Owners who fail to carry out any duty or obligation (other than payment of assessments, whether annual or special) or who fail to comply with any restrictive covenant elsewhere provided herein are subject to having the Association impose a "compliance lien" in the amount that the Association incurs in its efforts to remedy the Owner's failure to comply. For example, if an Owner failed to have rust stains from use of irrigation well water removed, after the notice from the Association has been duly given as provided in this Declaration, the Association is entitled to have the stains removed and charge the cost of the remedial action to the offending Lot Owner, the Association may impose a compliance lien in the amount of the cost of the Association's remedial action and may foreclose it in the same manner as mortgages are foreclosed in Florida. The compliance lien secures the Association's costs, including attorneys

fees, incurred in the course of pursuing the compliances owed by the offending Owner.

ARTICLE V
ENCLAVE ARCHITECTURAL REVIEW BOARD

Section 1. Design Objectives. The Homes in Enclave will be built in the traditional style, according to one or more sets of plans submitted to the Architectural Review Board by the Developer. The chief concern is that the community be basically homogenous. Continuity of design character, however, is also of major importance. In assuring a homogenous community with continuity of design character, the Architectural Review Board (ARB) may consider, among other things, the harmony of external design including roof style (pitch, shingle and color), chimney, exterior siding (material and color), windows and trim, shutters (color and style), front doors, garage doors, location in relation to surrounding structures and topography, the type, kind and character of buildings, structure and other improvements, and aesthetic qualities in general.

Section 2. Appointment of Board. The initial Enclave Architectural Review Board (the "ARB") which board shall consist of at least three persons, will be Jon Franz, Paul Saba, and Joseph J. Campus, III, who shall serve until December 31, 2010 or their earlier resignation. Appointments to the ARB shall be made by the Association Board of Directors. The ARB shall exercise the powers and authorities set forth in this Declaration as respects Enclave, applying the provisions of this Declaration.

Section 3. Modification and Amendment of Guidelines. The restrictions and guidelines contained in this Article for Construction and improvement of Lots within Enclave may be modified and amended by the Developer at any time during the Development Period. Thereafter, the restrictions and guidelines contained in this Article and as amended from time to time by the Developer may be further amended upon the recommendation of the ARB and a vote of two-thirds (2/3) of the Owners of Lots in Enclave. All modifications and amendments shall be evidenced by a written amendment to this Declaration, properly executed, which shall be recorded in the Public Records of Escambia County, Florida. Notwithstanding the procedures for amendment contained herein, but in addition thereto, the ARB has authority to grant waivers and variances from these restrictions and guidelines, as elsewhere provided.

Section 4. Review by ARB. The ARB in its review of all proposed Enclave construction, modifications, or alterations to existing structures, shall be guided by the following standards of environmental control, to wit: those included in this recorded Declaration as amended from time to time, and such other design criteria as the ARB may promulgate from time to time, including compliance with the following:

a. Architectural Control; Prior Approval. No building, fence, wall, mailbox, driveway, gate, lightpost, landscaping or other structure or improvement of any nature whatsoever shall be commenced, erected or maintained upon any Lot by any Owner, the Association or anyone else, nor shall any exterior addition to or change, alteration or modification be made to any of the foregoing until the design, plans, specifications, plot plan and landscaping plan showing the nature, kind, shape, height, material, color and location of same, including exterior finish and color regime, have been submitted to and approved in writing by the ARB as complying with the standards generally set forth herein. In the event the ARB fails to approve or disapprove such designs, plans, specifications, site plans and/ or landscaping plans within thirty (30) days after same have been received by the ARB in full and complete form, or in any event, if no suit to enjoin the erection of such improvements or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The plans submitted to the ARB shall, without limitation, show the elevation and other matters set forth on the front, rear and both side walls of the structure.

b. The Review Process. The Developer (or Builders building in Enclave) may obtain approval of all of their plan sets at one time, or from time to time, as the Developer (or Builders) determine in the best interest of the development of Enclave.

The ARB may refuse to accept partially completed submittal packages and, at the request of an Owner, shall provide a receipt of full submittal in writing to a Lot Owner for purposes of starting the thirty (30) day period of ARB consideration. If the ARB calls for additional, different or more complete information during such thirty (30) day period, its time for consideration, approval or rejection, shall be extended for a reasonable period, up to another thirty (30) days, from the receipt of the additional, different or more complete information. The ARB may impose a reasonable fee for considering sets of plans and specifications in the ARB's sole discretion, payment of which will be a condition precedent to starting the thirty (30) day period of ARB consideration.

c. General Restrictions. The following restrictions are guidelines which it is anticipated will be observed and adhered to in substantially all situations. However, the ARB is hereby vested with the authority to grant in writing waivers and variances from any of the following restrictions utilizing the same standards of review as those set forth in this Article where it is clearly demonstrated by the person requesting the waiver that both the granting of such a waiver will not impact adversely on the aesthetic qualities of the proposed improvements, the Lot upon which same is located, and Enclave as a whole, and, that

same is consistent with the single family residential subdivision contemplated hereby. Neither the ARB, nor any of its members, shall in any way or manner be held liable to any Owner, the Association or any other person or entity for its good faith exercise of the discretionary authorities herein conferred.

1. Use. All Lots shall be occupied solely for single family residential purposes and shall not be used for commercial, trade, public amusement, public entertainment, business or any other purpose of any kind or character. Notwithstanding the foregoing, any house may be rented, however the minimum rental period shall be not less than one year, unless the Board of Directors of the Association by a two-thirds (2/3) vote approves a shorter minimum rental period applicable to all Owners that is less than the minimum rental period just stated.

2. Minimum Square Footage and Residential Design. No residential structure shall be erected or placed on any Lot, that has less than 2400 square feet of heated and cooled space.

The ARB may, at its sole discretion, grant a waiver to the square foot requirement contained herein.

3. Sidewalk Construction Requirements. The Owner or Owners of each Lot or building site in the Subdivision shall construct at their expense a concrete sidewalk meeting all requirements of appropriate governmental entities along and adjacent to all lot lines of their lot or building site that abut a street as shown on the Plat. Subject to and consistent with the requirements and approvals of Escambia County, the sidewalk is to be completely constructed within the street right-of-way area as shown on the Plat but must abut the lot or site. The sidewalk must be constructed in accordance with plans and specifications to be approved by the Architectural Control Committee and Escambia County in advance of the work. The Architectural Control Committee shall give each owner written notice as to the time when the construction of the sidewalk must be commenced and the time in which the work must be concluded. The notice is to be by certified mail, return receipt requested. If a lot owner does not commence and/or complete the construction of the sidewalk within the time limits set forth by the Architectural Control Committee or its representative or agent, the Committee is authorized and directed to proceed with or complete the construction of the sidewalk and to bill the lot Owner for the Committee's cost for the sidewalk work. In the event that the bill is not paid by the lot Owner within 30 days from the date of mailing, by certified mail, return receipt requested, the Association may record a lien on the

Lot in accordance with the provisions of Article IV of this Declaration, and the Association may proceed with legal or equitable action, to enforce the lien and/or to recover the cost and shall also be entitled to recover such sums as the Court may adjudge to be reasonable fees for services of the Association's attorney, plus all court costs.

4. Maintenance. All structures, improvements, yards, drives and landscaping must be diligently and properly maintained at all times. (This Section is not applicable to the Developer or to a Builder in the business of constructing homes and shall apply only after sale of Lots by Developer or sale of Lots by such Builder. Further, this Section is not applicable to Owners until 10 days after Owner's residence shall be available for occupancy.)

5. Prohibited Residences. No boat, trailer, camper, house trailer, truck, van, basement, tent, shack, garage, barn, boathouse or any other such similar structure or vehicle (other than the primary dwelling to be located on the Lot) shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

6. Vehicles. Automobiles, boats, campers, trucks, vans, motorbikes, trailers, motor homes and the like, stored or for any reason left upon the premises or owned or regularly used by the residence must either be completely garaged or stored in such a location so that same is out of view from both the Front Lot line, side street line, if any, and any adjoining Lots, except for short-term parking not exceeding a forty-eight hour duration. The parking or storage of any such items in any other manner (such as in the street, road right-of-way or in any portion of the driveway which is not out of view from both the Front Lot line, side street line, and any adjoining Lots) is expressly prohibited.

7. Nuisance. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the Owners of other Lots.

8. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or building site, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are not permitted to run at large. In no event shall more than three household pets be kept on any Lot or building

site at any one time. Owners are responsible for cleaning up after their pets.

9. Finish; Appearance. All homes in Enclave shall have either Hardi-Plank, stone or stucco or brick as the exterior finish. Real stucco rather than EIFS shall be used in stucco applications. No vinyl siding shall be used on exterior walls, but vinyl may be used for soffits. All residences, structures and improvements shall be designed to present a pleasing, attractive, tasteful, neat and well-maintained appearance from all views.

10. Dumping. No garbage, rubbish, trash or other unsightly objects shall be stored on any of Enclave or upon any property contiguous thereto.

11. Compliance with Law. All laws of the United States, the State of Florida and Escambia County, and all rules and regulations of their administrative agencies now and hereafter in effect, pertaining to sewage disposal, water supply, sanitation, zoning, building permits, land use planning and the like shall be observed by all Owners, unless an appropriate permit or variance to do otherwise is properly granted, and any governmental official having a lawful and administrative duty to inspect any of Enclave with respect to any such matters shall have a license to enter upon any of Enclave at all reasonable times to make such inspections and recommendations.

12. Release and Restrictions. When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot or building site in a manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded Plat, the ARB may grant a waiver or variance as to the Lot or building site, or parts of it, from any part of the covenants and restrictions, or setback lines that are violated. The ARB shall not give such a waiver or variance except for a violation that it determines to be a minor or insubstantial violation in its sole discretion.

13. Wiring. No aboveground electric, telephone, cable television, radio or any other such wiring or utility services shall be permitted. (There shall be an exception for all necessary aboveground electrical wiring in the Common Areas in connection with any lift stations for sewage and/or storm drainage).

14. Building Setbacks. No residential dwelling shall be constructed on any Lot in Enclave which does not conform to the setback requirements appearing in the subdivision plat for Bentley Oaks-Unit 1. Notwithstanding any thing to the contrary in this Declaration or the Plat, the Developer retains the absolute right to re-establish the side building setback lines on Lots 10 and 11 of Block "C".

15. Antennas. No visible outside antennas, satellite systems, poles, masts, windmills or towers shall be erected on any Lot. No radio transmitting equipment shall be erected on, or operated from any Lot, unless otherwise approved in writing by the ARB.

16. Basketball Goals. No outside basketball goals shall be allowed on any Lot without ARB approval.

17. Mailboxes. At the time of completion of a residential dwelling on a Lot, a mailbox shall also be erected or constructed on the Lot and shall be similar in design and style to the residential dwelling situation on said Lot or building site.

18. Clotheslines. Outside clotheslines or other items detrimental to the appearance of Enclave shall not be permitted on any Lot.

19. Outdoor Cooking. All outdoor cooking, including permanent or portable Bar-B-Que grills, shall be screened from view from the Front Lot line.

20. Garbage and Trash Receptacles. All garbage and trash receptacles must be covered with an appropriate structure, or otherwise concealed in an effective manner at the residential structure, subject to ARB approval.

21. Roofs. Roofs may be of architectural shingles or tile; provided that standing seam metal roofs will also be considered by the ARB, and must have a minimum of six (6) feet on twelve (12) foot roof pitch.

22. Fences. The ARB shall have complete control over the erection of fences, including control over the style, building materials, height and location of fences, and may refuse to authorize any fence whatsoever in its absolute discretion, which decision is not subject to review. However, chain link fences will not be allowed in any event, except as may be required around retention areas by utility companies.

23. Garage Doors/Garage Size. All dwellings must be constructed with a two-car garage minimum, unless otherwise approved in writing by the ARB. No street facing garages will be permitted.

24. House Numbers. After erection of a residential dwelling on any Lot or building site, the Owner shall cause to be displayed such identification of his premises as may be required by the Association. If the numbering of each dwelling for identification to be used by the U.S. Postal Service is not sufficient for service and emergency personnel to quickly identify each dwelling, the Association shall design an identification system to accomplish such quick identification. Regardless of what identification system is required, it shall be generally uniform throughout Enclave and shall be used by all Owners, as prescribed by the Association.

25. Signs. No sign of any kind shall be displayed to the public view on any Lot or building site in Enclave except for one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period; provided the Developer may erect a sign not exceeding five (5) feet in height by eight (8) feet in width, on any Lot or building site which it owns. The Owner of a model home may exceed these restrictions, if approved by the ARB. Typical realtor signs are strictly prohibited, and there will be no exceptions to this restriction during construction.

26. Drainage Easements. Drainage easements and drainage improvements therein, shall not be obstructed in any way that will alter the natural or intended flow.

27. Surface Flow. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate natural surface water drainage or to implement a Stormwater Management System for Enclave, it may be necessary that Lots or building sites be contoured to provide a continuous drainage pattern from Lot to Lot within Enclave. These drainage patterns shall not be altered once in place.

28. Sodding and Landscaping. With respect to each Lot or building site on which a residential dwelling is constructed, it is required that at the time of completion of construction, that the front yard and side yards be landscaped or xeriscaping using native plants or Florida friendly plantings. The approved landscaping shall be properly and perpetually maintained. With respect to each

corner Lot or building site on which a residential dwelling is constructed, it is required that at the time of completion of construction, that, in addition to landscaping of the front yard and side yard, the side yard fronting on the side street shall also be completely landscaped and that all such landscaping shall be properly and perpetually maintained. Each Lot shall be landscaped in a tasteful manner which shall be properly and perpetually maintained.

29. Multiple Lots as Building Sites. If one or more Lots, or one Lot and all or a portion of an adjacent Lot, or two or more fractional parts of adjoining Lots within Enclave are utilized for one single family residential purpose, the setback requirements herein may be re-established by the ARB, in the ARB's sole discretion, by a written instrument executed by the ARB and recorded in the Public Records of Escambia County, Florida. Two fractional parts of adjacent Lots may be utilized as a single family residential building site, provided that no such building site shall contain fewer square feet than the smallest platted Lot within Enclave nor have a width, at the building setback line, of less than the width at the building setback line of the smallest platted Lot within Enclave unless otherwise approved in writing by the ARB.

30. Model Homes. Notwithstanding other provisions hereof, the Developer or builders within Enclave shall have the right to use any Lot as a model home site, to be used under such terms and conditions as may be in the furtherance of the development of Enclave. During the Development Period, the Developer or a builder, with the Developer's express permission, may light a lot or model home site at night as part of the marketing effort associated with efforts to sell the model home and lot.

31. Easement Prohibited. No Lot Owner may grant easements across the Owner's Lot for ingress or egress to adjoining properties, sewer, utilities or any other purposes without the prior written approval of Developer.

32. Environmental Matters. Certain portions of Enclave including portions of the Common Area and various Lots, may be subject to the jurisdiction of either U.S. Army Corps of Engineers or the Florida Department of Environmental Protection, or both. No improvements of any nature may be constructed in the areas subject to such jurisdiction contained within the Common Areas and otherwise such areas must remain in a natural, unaltered state, or as otherwise allowed under such permits as may exist with respect to such jurisdictional lands. No improvements of any nature may be constructed in such jurisdictional areas that are contained within

various Lots without proper approval from all state and federal agencies having jurisdiction and absent such approval, must remain in a natural, unaltered state.

33. Builders' Obligations. Builders within Enclave are responsible for repair of any damage that is caused to Common Areas or the roads, curbs, or any other property in the Subdivision as a result of their building activities. Builders will observe daily construction start and finish times established from time to time by the Developer or Association, and shall not carry on building activities at times that are not permitted. Additionally, Builders will take such steps as are necessary on a regular basis, as directed by the Developer or Association, in order to keep the construction premises cleaned up on a daily basis. The Developer or the Association may require that a Builder post a cash or surety bond, or other form of assurance, to assure that Builder honors Builder's obligations with respect to construction.

34. General Construction Details.

a. Foundation. A minimum 2-block stem wall shall be constructed as a base over which the foundation of the home will be constructed.

b. Height. From the top of the curb, at its highest point on the Front Lot Line, a minimum of twenty-five (25) feet and a maximum of thirty-five (35) feet of height shall be allowed to the peak of the roof. No variance or waiver of this restriction will be permissible unless the Escambia County zoning for R-1 residential use for the area included within Enclave is varied and then only to the extent of such county-approved variance.

35. Water and Sewage Service. Each Lot Owner is required to use water and sewage service provided by ECUA and will be required to pay his own tap or connection fees for the privilege of utilizing such service. A Lot Owner may put in his own well for irrigation purposes only, but in such event the well/irrigation system must be equipped with a filtration system that is approved by the ARB and which is designed to prevent rust stains from developing from the use of such well for irrigation purposes. Additionally, Lot Owners opting to utilize irrigation wells have a continuing duty to maintain the filtration system in a proper operating condition such that no stains are left from the irrigation water. If any such stains are nevertheless left the Lot Owner shall have a duty to have them removed, even if they are on the Lot Owner's home or other improvement on his Lot. Failure of a Lot Owner to comply with this requirement after receipt of written notice

to comply provided by the Association will entitle the Association to file a compliance lien against the offending Owner, as elsewhere authorized.

Section 5. Attorneys' Fees. In all litigation involving this Declaration, including the Articles and By-laws attached as exhibits hereto, or regulations promulgated pursuant to the Declaration, including provisions of the Declaration or regulations regarding architectural or environmental control, the prevailing party shall be entitled to collect and shall be awarded attorneys' fees and court costs.

ARTICLE VI EASEMENTS

Section 1. Easements on the Plat. Easements are reserved as depicted on the Plat for the purposes and uses described thereon. Additionally, the Developer, during the Development Period, and thereafter the Association, reserves the right to and may grant permits, licenses and easements over, under or upon portions of the Property, including Lots, for utility service or drainage or other purposes reasonably necessary or useful for the proper maintenance or operation of Enclave, or that otherwise serve to further the development of Enclave.

Section 2. Easement for Fences. An easement is reserved over and across Lots and Common Areas for ingress and egress to and from, and for maintenance, repair and replacement of, the fences installed by the Developer, if any. Such easement area consists of the area on either side of the fences a distance of three (3) feet (or to the nearest property line, whichever is less) as depicted on the Plat, or as such fences may be varied or altered from time to time by the Association, within the easement area.

Section 3. Qualification and Clarification Regarding Easement Areas. No easements created or authorized herein that may be created hereafter, or that are identified on the Plat, may be used in a manner that disturbs any home constructed on a Lot. Driveways and other improvements, such as but not necessarily limited to landscaping, may be disturbed in the course of the uses permitted by an easement provided that the holder of the easement restores at its expense any and all areas disturbed to a condition equal to or better than the condition of the area involved prior to the use permitted by the easement. The holder shall avoid, if at all possible, disturbing any trees or other significant features of landscaping and shall solicit suggestions from the Owner(s) affected to such end if there is a prospect of disturbing trees or other significant features of landscaping. The Developer during the Development Period, and thereafter the Association Board of Directors reserves and is vested with the unilateral authority to specify more particularly the area of easements affecting any part of the Property, to have the easement areas surveyed, or to otherwise clarify their

limits and the cost of same shall be a Common Expense of the Association. Such authority includes the authority to increase or decrease the burden on the burdened estate so long as such modification is consistent with the limitations imposed above regarding disturbing improvements, and is in the furtherance of the development and/or operation of Enclave in the sole judgment of the Developer, during the Development Period, and thereafter the Association Board of Directors.

Section 4. Easements as Appurtenances. Each Owner of a Lot or building site shall have an easement for use and enjoyment over and across all Common Areas for utility service or drainage or other purposes reasonably necessary or useful for the proper maintenance or operation of Enclave. Common Areas may be designated on the Plat, or may be designated by the Developer in an instrument recorded in the Public Records of Escambia County, Florida. The foregoing easements and other rights created herein for an Owner shall be appurtenant to the Lot or building site of that Owner and all conveyances of title to the Lot shall include a conveyance of the easements and rights as are herein provided, even though no specific reference to such easements and rights appears in any such instrument.

ARTICLE VII GENERAL PROVISIONS

Section 1. Amendments. Anything in this Declaration to the contrary notwithstanding, this Declaration of Covenants and Restrictions may be amended, including as to matters involving vested rights, in the following manner: from time to time by the Developer during the Development Period in the furtherance of the development of Enclave. Such Developer amendment shall not require the consent of the Owners or the Association or any mortgagee or other holder of a lien on any Lot. After the Development Period, the Association may amend the Declaration by recording among the Public Records of Escambia County, Florida, an instrument executed by the President and attested to by the Secretary of the Association indicating that at a meeting called for that purpose (or in writing, without a meeting, as the case may be), the fee owners of two-thirds (2/3) of the Lots in Enclave have approved such amendment. Provided, however, that no amendment affecting the rights or obligations of the Developer, its successors or assigns, may be made after the Development Period without the written consent of the Developer, its successors and/or assigns.

Section 2. 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 Developer, the Association, or the Owner of any land subject to this Declaration and their respective legal representatives, heirs, successors, and assigns.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been

properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. Enforcement of these Covenants and Restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants; and 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. In addition, the Association shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these Covenants and Restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owners; and such entry and abatement or removal shall not be deemed a trespass.

Section 5. Information. The Association is required to make available to Lot Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Articles, By-Laws, regulations concerning Enclave and the books, records and financial statements of the Association. "Available" means available for inspection and copying, upon request, during normal business hours or under other reasonable circumstances. The Association reserves the right to impose reasonable charges for copies and for the time required by its employees or representatives to respond to requests for copies.

Section 6. Financial Statements. Any holder of a first mortgage shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 7. Lender's Notices Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the property number or address, any such eligible mortgage holder or eligible insurer or, guarantor will be entitled to timely written notice of:

a. Any condemnation loss or any casualty loss which affects a material portion of the project or any property on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable.

b. Any delinquency in the payment of assessments or charges owed by an Owner of a property subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days.

c. Any lapse or cancellation of any insurance policy maintained by the Association.

Section 8. Additional Lot. The Owners, Builders and Mortgagees, and all parties having an interest in Enclave or Bentley Oaks are hereby put on notice that the property between Lots 10 and 11 of Block C (which property is outside the plat and not affected by these Covenants and Restrictions) is being retained by the Developer and may be used by the Developer for access to the property located to the North of Enclave and Bentley Oaks, and may be subsequently dedicated to the public for use as a right-of-way or may be annexed as an additional Lot and made a part of Enclave pursuant to Developer's authority under Article VII Section 10, hereof.

Section 9. Annexation. Declarant may, in its sole discretion and without consent of any owner or the Association, at any time, and from time to time, annex such additional property owned by Declarant adjoining the property platted as Bentley Oaks -- Unit 1, a Subdivision, Escambia County, Florida, as Declarant shall in good faith determine. Such annexation shall be evidenced by an instrument recorded in the public records of Escambia County, Florida, executed by Declarant, describing the real property to be annexed and any modifications and/or qualifications to this Declaration to be applied to such annexed property (including different use restrictions), all as determined by Declarant in its sole discretion. Following in any all such annexations, the owners of such additional property shall thereupon and thereafter have such rights, privileges and benefits, including, but not limited to, the right to use the Common Areas and shall be subject to such responsibilities and obligations, all as set forth in such recorded annexation documents. Any such annexation shall require HUDVA approval as long as there is Class E membership, provided, however, such approval shall not be required if, once the adjoining property is annexed, it is subject to the provisions of the Declaration (as amended by such annexing document) and all property owners of such annexed property are members of the Association and subject to the provisions of the Association's Articles and Bylaws.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed this the 3rd day of March, 2005.

Signed, Sealed and Delivered in the presence of:

Jon Olsen (Witness)
Jon Fray (Witness)

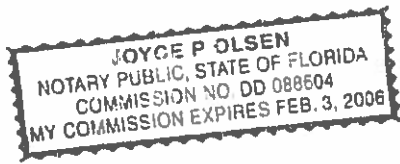
BENTLEY OAKS, L.L.C., an Alabama Limited Liability Company

Joseph J. Campus, III
By: Joseph J. Campus, III
Its Authorized Agent



STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this the 3rd day of March, 2005, by Joseph Campus on behalf of Bentley Oaks, L.L.C., an Alabama Limited Liability Company, as Authorized Agent, who is personally known to me or who has produced _____ as identification.



Joyce P. Olsen
NOTARY PUBLIC

Attachments: Exhibits as noted

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EXHIBIT "A" TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR
ENCLAVE AT BENTLEY OAKS - UNIT 1

BEGIN AT THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF KINGSFIELD ROAD (C. R. NO. 188 ~ 80' R/W) AND THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 23 FOR 990.06 FEET; THENCE RUN SOUTH 89 DEGREES 14 MINUTES 09 SECONDS EAST FOR 262.69 FEET; THENCE SOUTH 00 DEGREES 45 MINUTES 51 SECONDS WEST FOR 120.00 FEET; THENCE RUN SOUTH 89 DEGREES 14 MINUTES 09 SECONDS EAST FOR 100.00 FEET; THENCE RUN NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST FOR 120.00 FEET; THENCE RUN SOUTH 89 DEGREES 14 MINUTES 09 SECONDS EAST FOR 249.82 FEET; THENCE RUN SOUTH 00 DEGREES 45 MINUTES 51 SECONDS WEST FOR 990.04 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID KINGSFIELD ROAD; THENCE RUN NORTH 89 DEGREES 14 MINUTES 09 SECONDS WEST FOR 808.39 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF KINGSFIELD ROAD TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 23, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 13.58 ACRES, MORE OR LESS.

SOURCE OF INFORMATION: DESCRIPTION AS FURNISHED BY CLIENT.

ALL BEARINGS AND/OR ANGLES AND DISTANCES ARE PLAT EXCEPT AS NOTED.

THERE MAY BE ADDITIONAL RESTRICTIONS, EASEMENTS AND/OR RIGHT-OF-WAYS THAT WERE NOT FURNISHED TO THIS FIRM THAT MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY.

FOOTINGS, FOUNDATIONS OR ANY OTHER SUBSURFACE STRUCTURES NOT LOCATED.

NO TITLE WORK PERFORMED BY THIS FIRM.

BEARINGS ARE BASED ON ASSUMED DATUM, USING NORTH 89 DEGREES 14 MINUTES 09 SECONDS WEST ALONG THE RIGHT OF WAY LINE OF KINGFIELD ROAD.