

**Prepared by / Return to:**

Charles W. Edgar, III, Esquire  
Cherry, Edgar & Smith, P. A.  
8409 North Military Trail, Suite 123  
Palm Beach Gardens, Florida 33410

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**LANDSCAPE PLACEMENT AGREEMENT**

**THIS AMENDMENT** is made this 18 day of August, 2025 by and between **GRBK GH0 BENT PINE LLC**, a Florida limited liability company ("**Owner**") and **BENT PINE PRESERVE HOMEOWNERS ASSOCIATION, INC.**, Florida corporation not for profit ("**Association**").

**RECITALS**

A. Owner is the owner of **Lot 116 of BENT PINE RESERVE PHASE 2, according to the Plat thereof recorded in Plat Book 32, Page 23 of the Public Records of Indian River County, Florida** (the "**Lot**").

B. Association is the holder and beneficiary of a "20' Drainage and Lake Maintenance easement" along the westerly boundary of the Lot dedicated to it on the above referenced Plat, 10 feet of such easement being located on the Lot and is referred to herein as the "**Easement Area**".

C. Owner desires to place landscaping withing the Easement Area.

D. Association is agreeable to such landscape placement on the conditions set forth below.

**NOW, THEREFORE**, for Ten and 00/100 Dollars (\$10.00) for good and valuable consideration, receipt and sufficiency is hereby acknowledged, Owner and Association hereby agree:

1. Association hereby approves the placement of landscaping within the Easement Area by Owner.
2. Owner agrees, however, that at any time Association needs to perform work within the Easement Area which necessitates the removal of all or part of such landscaping, Owner shall do so at Owner's sole expense within ten (10) days of written notice from Association identifying the landscaping to

be removed. Unless Association provides otherwise in such notice, once the Association's work in the Easement Area is completed, the Owner may, also at Owner's sole expense, replace the removed landscaping using the same plant material as that which was removed.

3. This Agreement shall be binding upon Owner and its successors in title to the Lot such that the performance of these obligations hereunder shall be the responsibility of the then-Owner of the Lot when called upon to do so.

**IN WITNESS WHEREOF**, Owner and Association have entered into this Agreement as of the date and year first above written.

**WITNESSES:**

Monica Arbur  
Print Name: Monica Arbur

Cheryl A. Fink  
Print Name: CHERYL A. FINK

**OWNER:**

**GRBK GHO BENT PINE, LLC**,  
a Florida limited liability company

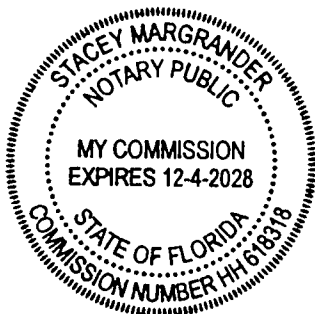
By: [Signature]  
William N. Handler, Manager

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of August, 2025, by William N. Handler, Manager of **GRBK GHO BENT PINE, LLC**, a Florida limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ has produced a \_\_\_\_\_ as identification.

(Notary Seal)



[Signature]  
Notary Public State of Florida at Large

**WITNESSES:**

Monica Arbur  
 Print Name: Monica Arbur

Cheryl A. Fink  
 Print Name: CHERYLA FINK

**ASSOCIATION:**

**BENT PINE PRESERVE  
 HOMEOWNERS ASSOCIATION, INC.,**  
 a Florida corporation not for profit

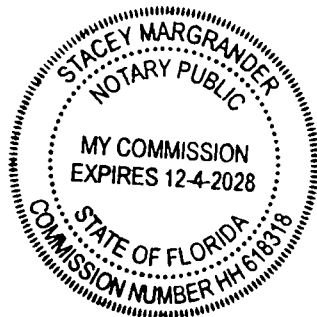
By: [Signature]  
 William N. Handler, President

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of August, 2025, by William N. Handler, President of **BENT PINE PRESERVE HOMEOWNERS ASSOCIATION, INC.**, Florida corporation not for profit, on behalf of the corporation, who is ☒ personally known to me or ☐ has produced a \_\_\_\_\_ as identification.

(Notary Seal)



[Signature]  
 Notary Public State of Florida at Large