



INFORMATION REPORT - HOME OR HOMESITE SALES

Listed below are the amenities that are or will be available to Bentwater® property owners and their guests subject to the membership privileges as set out in the membership program section of this report.

BENTWATER® SUBDIVISION FACILITIES

Front Entry Gate
Park in the Meadows
West Entrance Gate

Privately Owned Streets Paved With Concrete*
Utilities*

*Completion dates for streets and utilities are set out in the HUD Report

BENTWATER® YACHT AND COUNTRY CLUB

- Formal Dining Room
- Private Dining and Meeting Rooms
- 19th Hole Grill – Crescent Grill
- 19th Hole Grill – Grand Pines
- Golf Pro Shop
- Golf Pro Shop – Grand Pines
- Tennis Pro Shop
- Golf Courses
 - Grand Pines 18 Holes
 - Weiskopf Course 18 Holes
 - Miller Course 18 Holes
- 2 Putting Greens
- 1 Putting Green – Grand Pines
- Golf Practice Facilities – Weiskopf & Miller
- Private Covered and Open Boat Slips, Jet Ski Lifts, & Kayak Storage
- Kayak Rental
- Boat Launching Facilities
- Fueling Station and Ships Store
- 2 Swimming Pools, Jacuzzi, Children's Pool
- Men's/Ladies' Locker Rooms – Country Club
- Men's/Ladies' Locker Rooms – Grand Pines
- Men's/Ladies' Locker Rooms – Yacht Club
- Men's/Ladies' Locker Rooms – Fitness Center
- 9 Tennis Courts (7 of the 9 are lighted)
- Sports Club including Fitness Center & Day Spa
- Golf Snack Bar
- Golf Practice Facilities – Grand Pines

LISTED BELOW ARE THE MEMBER AND GUEST FEES

(Amounts listed do not include applicable Sales Tax):

- A. Initiation and Other Fees..... See Below For Fees, Dues and Transfer Fees.
- B. Golf Green Fees (18 Holes)..... Green Fees (Subject to membership privileges set out herein)
- | | |
|---|--|
| <p><u>Weiskopf and Miller Golf Courses</u></p> <p>18 Hole Guest fee \$60.00/ Weekday</p> <p>18 Hole Guest fee \$75.00/ Weekend (Fri.-Sun.)</p> <p>9 Hole Guest fee \$36.00/ Weekday</p> <p>9 Hole Guest fee \$45.00/ Weekend (Fri.-Sun.)</p> <p>*Holiday Green Fees for all three courses will assume the weekend rate for the course being played.</p> | <p><u>Grand Pines Golf Course</u></p> <p>18 Hole Guest fee \$95.00/ Weekday</p> <p>18 Hole Guest fee \$125.00/ Weekend (Fri.-Sun.)</p> <p>9 Hole Guest fee \$57.00/ Weekday</p> <p>9 Hole Guest fee \$75.00/ Weekend (Fri.-Sun.)</p> |
|---|--|
- C. Club Rentals..... \$50.00
- D. Club Fitting..... Free to Members and Guests
- E. Handicap..... \$39.00 /Year
- F. Locker Rental..... \$120.00/Year or \$10/Month
- G. Lessons.....
- | |
|---|
| \$85.00 /Hour – Director of Golf |
| \$85.00 /Hour – Director of Instruction |
| \$65.00 /Hour – Assistant Golf Professional |
- H. Golf Cart Rentals (Per Person)
- | | |
|---|--|
| <p><u>Weiskopf and Miller Golf Courses</u></p> <p>\$10.25 Per 9 Holes</p> <p>\$17.25 Per 18 Holes</p> | <p><u>Grand Pines Golf Course</u></p> <p>\$10.25 Per 9 Holes</p> <p>\$17.25 Per 18 Holes</p> |
|---|--|
- I. Golf Cart Lease Program* (Individual) \$1,500.00 /Year
- (*Weiskopf and Miller Courses only) (Husband & Wife) \$2,100.00 /Year
- (Family) \$2,400.00 /Year
- J. Annual Trail Fees (Weiskopf & Miller Courses) \$915.00/ Year
- Annual Rental Fee for Grand Pines Course (includes the Trail Fees for Weiskopf & Miller) \$1,215.00/Year
- Annual Push Cart Trail Fee (Weiskopf & Miller Courses Only): For those Members who do not pay a trail fee for an electric golf cart, there will be an annual Trail Fee of \$300.00 per push cart.
- (Bentwater® Yacht and Country Club Restricts the Number of Private Golf Carts Allowed on the Golf Courses. There may be a waiting list for Private Golf Carts.)
- K. Sports Club Fees..... \$5.00 Tennis Guest & \$10.00 Sports Club Guest
- (Bentwater® Yacht and Country Club May Restrict the Number of Guests Permitted in the Future)

Agent: _____ Witness: _____

Initial: _____ Initial: _____ Initial: _____

Information Report



MEMBERSHIP PROGRAMS

Grand Membership	Privileges include unlimited rounds of golf without greens fees at the Grand Pines Golf Club, the Miller Course, and the Weiskopf Course. Unlimited use of all Golf Practice Facilities, use of clubhouse and dining facilities at the Grand Pines Golf Club, Yacht Club, Country Club and Sports Club, and use of tennis, fitness, Day Spa, Marina and swimming pool facilities.
Initiation Fee:	\$65,000*
Monthly Dues:	\$540*
Country Club	Privileges include unlimited rounds of golf without greens fees on both the Weiskopf and Miller courses. Unlimited use of Weiskopf and Miller Golf Practice Facilities, use of clubhouse and dining facilities at the Yacht Club, Country Club and Sports Club, and use of tennis, fitness, Day Spa, Marina and swimming pool facilities.
Initiation Fee:	\$35,000*
Monthly Dues:	\$381*
Master's Golf	Privileges include unlimited rounds of golf with a 40% discount off the regular posted greens fees on both the Weiskopf and Miller courses. Unlimited use of Weiskopf and Miller Golf Practice Facilities, use of clubhouse and dining facilities at the Yacht Club, Country Club and Sports Club, and use of tennis, fitness, Day Spa, Marina and swimming pool facilities.
Initiation Fee:	\$20,000*
Monthly Dues:	\$227*
Sports Club	Privileges include use of clubhouse and dining facilities at the Yacht Club, Country Club and Sports Club, and use of tennis, fitness, Day Spa, Marina and swimming pool facilities. This membership does not include golfing privileges.
Initiation Fee:	\$10,000*
Monthly Dues:	\$182*
Social Membership	Privileges include use of clubhouse and dining facilities at the Yacht Club, Country Club, and use of Marina, Day Spa and swimming pool facilities. This membership does not include Sports Club privileges.
Initiation Fee:	\$5,000*
Monthly Dues:	\$121*
Transfer Policy for Membership	When you sell your property, memberships may be transferred to the new owner (subject to approval by the Club Board of Directors) by payment to the Club of an amount equal to 40% of the then current initiation fee for the type of membership being transferred. You may not retain your membership after the sale of your lot. The type of membership subject to transfer shall be the type of transferable membership held by you at the time of the sale. The owner of the club may after sixty (60) days notice to all present owners, change the amount and/or the percentage of transfer fee.

New Developer Lots: All dues will begin 30 days following the date of ownership transfer, subject to membership approval.

Resale Homes & Lots: All dues will begin upon the date of ownership transfer, subject to membership approval.

* Fees and Rules subject to change without notice.

Initiation Fees, Transfer Fees, Exchange Fees and Dues are subject to applicable state sales taxes, any other fees can be found in the BWYCC Rules and Regulations.

Exchange Fee: For the exchange of memberships from one home or homesite owned by a member to another home or homesite owned by the same member. All allowed exchanges of such memberships through the Club are subject to the payment of the current published fee. The exchange fee is equal to 20% (plus applicable sales tax) of the current initiation fee for the higher of the two levels of membership being exchanged.

No Equity Rights or Vested Interest. The Club is not an equity club. Membership is non-equity and non-participatory. Membership does not imply any right or privilege to participate in or to administer the Club's business policies and does not create any vested, proprietary, prescriptive, or easement rights or interests of any nature in land, the Club, the Facilities, or any of the Owner's assets. A Member acquires only a revocable license to use the Facilities, in accordance with the terms and conditions of the Bylaws, the Rules and Regulations, and the application for membership, as same may be amended from time to time in the Owner's sole discretion.

Agent: _____ Witness: _____

Initial: _____ Initial: _____ Initial: _____



BENTWATER® YACHT AND COUNTRY CLUB SHALL ISSUE ONLY ONE MEMBERSHIP PER LOT. BENTWATER® DEED RESTRICTIONS REQUIRE THAT AT LEAST A SOCIAL MEMBERSHIP BE MAINTAINED ON EACH LOT AT ALL TIMES BY THE PROPERTY OWNER.

BENTWATER® ON THE NORTH SHORE, LTD., PINE SHORE PROPERTIES, LLC AND BENTWATER® YACHT AND COUNTRY CLUB, LTD., RESERVE THE RIGHT TO CHANGE INITIATION, GUEST, RENTAL AND OTHER FEES AND DUES AND ESTIMATED OR SCHEDULED DATES FROM TIME TO TIME.

GUEST VILLAS

The Guest Villas are currently owned by Bentwater® On The North Shore, Ltd., and are operated under an arrangement with Bentwater® Yacht and Country Club, Ltd. They are available for use by Bentwater® Property Owners and accompanied guests, guests of Bentwater® Yacht and Country Club, Pine Shore Properties, LLC, Bentwater® on the North Shore, Ltd., and the Bentwater® Property Owners Association when available on a reservations pay-for-use basis as a separate business entity. Guest Villas rates are \$85.00* and up per night on weekdays. Weekend rates are \$105.00* and up per night. A two-night minimum stay may be required on holidays, rates begin at \$111.00 per night. These rates are for members' recreational use only. Villas used for business purposes must be booked through the Director of Catering. Rates for guests accompanied or unaccompanied by property owners may be higher.

*Please note: All rates and policies are subject to change without notice.

REGULATIONS APPLICABLE TO TRANSFERRING OWNERSHIP IN PROPERTY: With respect to sales of lots with financing provided by Bentwater® On The North Shore, Ltd., the Deed of Trust securing such financing requires that lot owners obtain the written consent of Bentwater® On The North Shore, Ltd., to transfer their lot(s) without paying off such financing. As provided in the Deed of Trust, Bentwater® On The North Shore, Ltd. is not obligated to consent to the transfer of lots with an assumption of the Note. However, if such assumption is approved, the Deed of Trust authorizes the imposition of various conditions, including without limitation, increasing the interest rate on the Note and charging a transfer fee.

PROPERTY OWNERS ASSOCIATION MAINTENANCE ASSESSMENTS/CHARGES

BENTWATER® PROPERTY OWNERS ASSOCIATION, INC. CHARGE (POA) - All Sections

	<u>Maintenance Assessments</u>	<u>Street Repair & Maintenance Reserve Fee</u>
Vacant Homesite	\$505 annually*	\$80 annually*
Homesite with Home	\$885 annually*	\$110 annually*

* Annual billing date (fiscal period) July 1 thru June 30

Property owners' association maintenance assessments/charges will be prorated from the date of purchase to the annual billing date, as determined by the POA Board of Trustees, then billed annually each year thereafter. It is understood such maintenance assessments/charges may be changed from time to time as provided in the applicable dedicatory instruments.

AND NEIGHBORHOOD CHARGES (if applicable)

In addition to the Bentwater® Property Owners Association, Inc. maintenance fees set out above, property owners in the following neighborhoods will be subject to neighborhood charges. Neighborhood charges may be changed from time to time. You should contact the neighborhood association prior to purchase for additional pertinent information.

ESTATES OF BENTWATER® CHARGE- Sections 22, 25, 26, 35, 41, 46, 59, 60, 71, 84 and 92.

Property owners in the Estates of Bentwater® sections will pay a special maintenance fee (Estates Charge) on each lot in the amount of \$350 per year. The purpose of the Estates Charge is for maintaining the Estates entrance and common areas and for any other purpose set out in the applicable restrictive covenants. The Estates Charge will initially be prorated to the purchase date and thereafter billed annually. The Estates of Bentwater® Charge, with a fiscal period of July 1 thru June 30, is fixed and collected by Bentwater® Property Owners Association, Inc.

HARBORVIEW CHARGE - Sections 38 and 39

Property owners in Harborview will pay a special maintenance fee (Harborview Charge) on each completed house in the amount of \$166 per month for single lot homesites and \$212 per month for homesites on consolidated lots. The purpose of the Harborview Charge is for maintenance of the lawn and grounds around your house, including mulch. The Harborview Charge will initially be prorated to the purchase date and thereafter billed monthly. The Harborview Charge, with a fiscal period of July 1 thru June 30, is fixed and collected by Bentwater® Property Owners Association, Inc.

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YACHT HARBOR CHARGE - Sections 48 and 49

Property owners in Yacht Harbor will pay a special maintenance fee (Yacht Harbor Charge) on each completed house in the amount of \$168 per month. The purpose of the Yacht Harbor Charge is for maintenance of the lawn and grounds around your house, including mulch. The Yacht Harbor Charge will initially be prorated to the purchase date and thereafter billed monthly. The Yacht Harbor Charge, with a fiscal period of July 1 thru June 30, is fixed and collected by Bentwater® Property Owners Association, Inc.

SOMERSET CHARGE - Sections 15 and 16

Property owners in Somerset will pay a special maintenance fee (Somerset Charge) on each lot in the amount of \$79 per month. The purpose of the Somerset Charge is for maintaining the Somerset entrances and common areas and for any other purpose set out in the applicable restrictive covenants. After sixty (60) months from the date of purchase of the lot or after completion of construction of a house on your lot, the Somerset Charge will be \$160 per month, which will additionally include maintenance of the lawn and grounds around your house, including mulch. The Somerset Charge, with a fiscal period of July 1 thru June 30, is fixed and collected by Bentwater® Property Owners Association, Inc.

FOREST LAKE CHARGE - Section 75

Property owners in Forest Lake will pay a special maintenance fee (Forest Lake Charge) on each completed house in the amount of \$136 per month. The purpose of the Forest Lake Charge is for maintenance of the lawn and grounds around your house, including mulch. The Forest Lake charge will initially be prorated to the purchase date and thereafter billed monthly. The Forest Lake Charge, with a fiscal period of July 1 thru June 30, is fixed and collected by Bentwater® Property Owners Association, Inc.

THE ISLAND AT BENTWATER® CHARGE - Section 50

Property owners in The Island at Bentwater® will pay a special maintenance fee (Island Charge) on each home or lot. For fee information please call The Island at Bentwater Association, Inc. at 936-597-8392. The purpose of the Island Charge is for maintaining the island entrance, access device, bridge, Green Isle Beach Street, common areas, the park, and amenities on the island including the boat docks and for any other purpose set out in the applicable restrictive covenants. The Island Charge, with a fiscal period of January 1 thru December 31, is fixed and collected by The Island at Bentwater® Association, Inc.

BENTHAVEN ISLAND CHARGE - Sections 70, 93, and 94

Property owners on Benthaven Island will pay a special maintenance fee (Benthaven Charge) on each lot or home in the amount of \$925 per year, in addition to a \$30 Annual Replacement Reserve Fee. The purpose of the Benthaven Charge is for maintaining the Benthaven Island entrance, access device, gate, bridge, common areas, park, water feature, Benthaven Island Streets, and for any other purpose set out in the applicable restrictive covenants. The Benthaven Island Charge, is billed annually, with a fiscal period of July 1 thru June 30, and is fixed and collected by Bentwater® Property Owners Association, Inc.

BENTWATER® BAY ESTATES CHARGE - Section 52 and 82.

Property owners in Bentwater® Bay Estates will pay a special maintenance fee (Bentwater® Bay Charge) on each lot or home in the amount of \$130 per year. The purpose of the Bentwater® Bay Charge is for maintaining the Bentwater Bay Estates entrance and common areas and for any other purpose set out in the applicable restrictive covenants. The Bentwater® Bay Estates Charge, with a fiscal period of July 1 thru June 30, is fixed and collected by Bentwater® Property Owners Association, Inc.

BENTWATER® PROPERTY OWNERS ASSOCIATION FEE SCHEDULE

A.	Transfer Fee (due at closing)**	\$150.00
B.	Capital Reserve Contribution Transfer Fee (due at closing)**	50% of Annual Maintenance Assessment Fee
C.	Refinance Fee (due at closing)	\$125.00
D.	Resale Certificate -Optional (due at time of order)	\$250.00
E.	Architectural Fees***	

** Fees do not apply to lots purchased from BENTWATER® ON THE NORTH SHORE, LTD.

***Refundable and non-refundable fees have been established for review of plans and construction of improvements by the Bentwater® Property Owners Association, Inc., which fees are periodically evaluated and modified.

BENTWATER® ON THE NORTH SHORE, LTD., PINE SHORE PROPERTIES, LLC AND BENTWATER® PROPERTY OWNERS ASSOCIATION, INC., RESERVE THE RIGHT TO ALTER FEES AND ASSESMENTS AND ESTIMATED OR SCHEDULED DATES FROM TIME TO TIME.

Agent: _____ Witness: _____

Initial: _____ Initial: _____ Initial: _____



COMPLETION DATES: The completion dates for developing a section are the completion dates listed in the current Property Report, as such dates may be amended from time to time.

I do hereby freely acknowledge and confirm that in the purchase of property from Bentwater[®] On The North Shore, Ltd., no representations were made to me by Bentwater[®] On The North Shore, Ltd. or their agent to induce me to purchase said property to the effect that Bentwater[®] On The North Shore, Ltd. or any of its subsidiaries, affiliates, or agents would repurchase my homesite at any time or under any conditions. I understand that no employee or agent of Bentwater[®] On The North Shore, Ltd. is authorized to make such a representation or commitment.

Although Pine Shore Properties, LLC ("Pine Shore Properties") is currently operating a resale program, such resale program may be canceled at any time. I understand that the resale company may or may not want to list our property in its sole and absolute discretion. I acknowledge that no representation has been made to me that Bentwater[®] On The North Shore, Ltd., Pine Shore Properties or any other person or entity would assist us with the resale of our property at any time. If, however, we elect to list our lot with Pine Shore Properties, we further acknowledge that a conflict of interest exists as Pine Shore Properties' representative may direct prospects to Bentwater[®] On The North Shore, Ltd.'s inventory instead of directing them to our lot. If I elect to list my Lot with Pine Shore Properties I agree to execute all requested documentation, as a condition of Pine Shore Properties accepting a listing, which further explains the potential conflict as it relates to the listing and marketing of my Lot.

I further confirm my decision to purchase was not based upon any representation as to what type of appreciation, present value, future value or profit I might expect from the future resale of the property.

I acknowledge the agent of Pine Shore Properties was forthright and completely answered all of our questions regarding the development and the property. No undue pressure was provided or given in order to induce us to purchase the property. I further acknowledge there were no understandings, agreements or representations by Bentwater[®] On The North Shore, Ltd., or its agents concerning the purchase of the property that does not appear in writing either in this Information Report, the Property Report, or other literature provided to us by Bentwater[®] On The North Shore, Ltd.

The undersigned acknowledge the property was purchased by choice and not with a representation we had to buy same in order to be eligible to purchase other property.

If, or when I build, before any plans or specifications are considered for the construction of any improvements upon my property, I must adhere to the required procedures for submittal of plans and specifications to the Bentwater[®] Architectural Control Committee. I understand I am required to obtain a ten (10) year or more warranty from a reputable, financially solvent home warranty company (as determined in my sole and absolute discretion) or I will sign an indemnification agreement which shall include my obligation to have the improvements inspected as specified by the Architectural Control Committee before the Architectural Control Committee will consider issuing an approval of construction letter. Owner acknowledges that he has a right to have the property and improvements inspected by one or more independent inspectors of his own choosing and that Owner is not relying upon an inspection of the property and or compliance with plans or specifications of improvements by Bentwater[®] On The North Shore, Ltd., Pine Shore Properties or the Bentwater[®] Property Owners Association, Inc. to verify the quality or condition of the property and improvements. Owner is strongly encouraged to have the improvements inspected at several stages of construction.

If purchaser is buying an inventory home built by a builder who has an Exclusive Listing Agreement with Pine Shore Properties, LLC, I acknowledge that, _____, ("Seller/Builder") is an independent builder and is not affiliated with Bentwater[®] On The North Shore, Ltd. Pine Shore Properties only affiliation with Builder is that of a real estate broker. I further acknowledge that I am satisfied with my evaluation of the skill, competence and financial stability of Seller/Builder and that in no event shall Bentwater[®] On The North Shore, Ltd.'s sale of unimproved property to the Seller/Builder be construed as a representation of the skill, competence or financial strength of Seller/Builder.

Agent: _____ Witness: _____

Initial: _____ Initial: _____ Initial: _____



The undersigned further acknowledge and stipulate that we are aware that nothing other than what is stated in writing is to be represented as a material part of this transaction and, therefore, could not be a factor in connection with our decision to purchase.

We also understand and agree all monies deposited are non-refundable, except as provided by applicable Federal or state law.

Date _____

Agent _____

Witness _____

Printed Name _____

Section _____ Block _____ Lot _____

Purchaser _____

Purchaser _____

Printed Name _____

Printed Name _____

Obtain the Property Report required by federal law and read it before signing anything. No federal agency has judged the merits or value, if any, of this property.