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PREPARED BY AND RETURN TO:  
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SECOND AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
BAYTREE

THIS SECOND AMENDED AND RESTATED DECLARATION is made this 1  
day of MARCH, 1995, by UNITED PARTNERS GROUP, LTD, a  
Florida limited partnership, hereinafter referred to as  
"Developer".

W I T N E S S E T H :

WHEREAS, the Declaration of Covenants, Conditions, and  
Restrictions for Baytree was recorded in Official Records Book  
1045, Page 1871; the First Amendment to Declaration of Covenants,  
Conditions, and Restrictions was recorded in Official Records Book  
1047, Page 131; the Second Amendment to Declaration of Covenants,  
Conditions, and Restrictions was recorded in Official Records Book  
1062, Page 786; the Third Amendment to Declaration of Covenants,  
Conditions, and Restrictions was recorded in Official Records Book  
1121, Page 1083; the Fourth Amendment to Declaration of Covenants,  
Conditions, and Restrictions was recorded in Official Records Book  
1165, Page 120; the Fifth Amendment to Declaration of Covenants,  
Conditions, and Restrictions was recorded in Official Records Book  
1212, Page 723; and the Sixth Amendment to Declaration of  
Covenants, Conditions, and Restrictions was recorded in Official  
Records Book 1240, Page 1746, and the Amended and Restated  
Declaration of Covenants, Conditions, and Restrictions for Baytree  
was recorded in Official Records Book 1346, Page 392, all in the  
Public Records of Lake County, Florida.

WHEREAS, Developer is the owner of more than 20% of the Lots  
in the Baytree subdivision, and pursuant to the Declaration,  
Developer has the right to amend the Declaration in its sole  
discretion without the joinder or consent of any Lot Owner,  
provided such amendment is not inconsistent with the general scheme  
of development; and

WHEREAS, Developer desires to amend said Declaration as  
hereafter provided, and said amendment is not inconsistent with the  
general scheme of development.

WHEREAS, Developer desires to impose a common plan of development on the real property situated in Lake County, Florida, known as "Baytree, Phase I" described in Exhibit "A" (but excluding Tracts 1, 2, 3, and 4 of Baytree, Phase I), "Baytree, Phase II" described in Exhibit "B", and "Baytree, Phase III" described in Exhibit "C" attached hereto and incorporated by reference, and any additional phases to the Baytree subdivision or development or Additional Property which may be submitted later by Supplemental Declaration or Amendment to Declaration pursuant to the terms hereof, for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof.

NOW, THEREFORE, Developer hereby amends and restates the Declaration of Covenants, Conditions, and Restrictions of Baytree in its entirety, as follows:

Developer hereby declares that all of the real property described in Exhibits "A", "B" and "C" attached hereto and incorporated herein by reference shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding upon all parties having any right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns; and which shall inure to the benefit of the Association and each Owner thereof, as said terms are hereinafter more particularly defined.

Developer shall have the right, but not the obligation, from time to time and within its sole discretion, to annex additional phases to Baytree or Additional Property for the purpose of adding additional Common Areas, Lots, or other property to the development, to be subject to the provisions of this Declaration, as same may be amended from time to time.

All references to the "Declaration" or the "Declaration of Covenants, Conditions, and Restrictions for Baytree" now or hereafter made in other instruments of Public Records of Lake County, Florida, or in the Articles of Incorporation, Bylaws, and other corporate documents and papers of Baytree Villas Homeowners Association, Inc., a Florida corporation not-for-profit, shall mean and refer to this Declaration as herein set forth, and any amendments hereto.

## ARTICLE I

### Definitions

Section 1. "Additional Property" means any additional real property which is subjected to the terms and provisions of this Declaration by Supplemental or Amendment to Declaration, and which

shall then be included in the term "Property" as defined herein, and shall include additional or subsequent phases to the Baytree subdivision.

Section 2. "Association" means Baytree Villas Homeowners Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 3. "Attached Unit" or "Attached Units" means a Unit or Units attached to another Unit by a common or shared party wall.

Section 4. "Board" or "Board of Directors" means the governing body of the Association as appointed by the Developer or elected pursuant to the bylaws of the Association.

Section 5. "Common Area" or "Common Areas" means all real and personal property now or hereafter intended and used for the common use, enjoyment and benefit of the Owners and their families, guests, tenants and invitees, which real or personal property will ultimately be owned by the Association, or be dedicated to the Association and/or the Owners on any plat of the Property or any portion thereof, or be dedicated or transferred to the Association by any instrument of transfer. The Common Areas to be owned and maintained by the Association shall be designated by the Developer and shall include any Recreation area shown on any plat along with any recreational facilities located thereon, drainage retention areas and facilities, pedestrian walkways and vehicular driveways, mail center, landscaped entrance areas and any easements owned or leased for the benefit of the Owners and designated as Common Area by Developer. Common Areas shall specifically exclude the golf course, Tracts 1, 2, 3, and 4 of Baytree, Phase I, and those strips of property which are described in that certain deed recorded in Official Records Book 1062, Page 792, Public Records of Lake County, Florida.

Section 6. "Developer" means United Partners Group, Ltd., a Florida limited partnership, and where the context requires or permits, shall include successor developers, if such successor developers shall acquire more than one (1) undeveloped Lot from the Developer for the purpose of development and such successor developer is designated in a recorded assignment of development rights. The term "Developer" may, as the context requires, refer collectively to more than one entity or person serving in a developer or successor developer capacity at any given time.

Section 7. "Lot" means any platted parcel of land located within the Property which has been or is intended to be conveyed by Developer to an Owner and which contains or is intended to contain a Unit, and shall include any Unit constructed upon the Lot from time to time. If a Unit is constructed upon more than one (1) Lot, then the Owner shall be considered as owning one (1) Lot.

Section 8. "Master Plan" means Developer's conceptual plan for the overall development of Baytree, as incorporated in the Ordinance of the Planned Unit Development, as such may be amended from time to time.

Section 9. "Member" means those persons entitled to membership in the Association as provided in this Declaration and the Articles and Bylaws of the Association. Where there are multiple Owners of any one Lot, each of such Owners shall be a Member of the Association.

Section 10. "Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

Section 11. "Party Wall" means the common wall shared by a Unit building on either or both sides of the Unit.

Section 12. "Person" means any natural person or artificial legal entity.

Section 13. "Planned Unit Development" means the Planned Unit Development ("PUD") Ordinance for Baytree adopted by the City Council of the City of Tavares, Florida, as same may be amended from time to time.

Section 14. "Property" or "Properties" means those certain parcels of real property described in Exhibits "A", "B" and "C" attached hereto and incorporated herein by reference, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association or added by Supplemental Declaration or Amendment to this Declaration.

Section 15. "Recorded" means filed for record in the Public Records of Lake County, Florida.

Section 16. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Section 17. "Supplemental Declaration" means an instrument executed and recorded by Developer for the purpose of subjecting Additional Property or subsequent or additional phases of Baytree to the Declaration, which may modify or extend the provisions of

the Declaration with respect to such Additional Property or additional phases.

Section 18. "Turnover" means the time when control of the Association is transferred from Developer to the Owners, as provided herein.

Section 19. "Unit" means the residential dwelling constructed upon a Lot or Lots.

## ARTICLE II

### Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to levy monthly and special assessments and other fees for the construction, beautification, and maintenance of the Common Area, maintenance of the grounds upon the Lots, and the right to establish and promulgate reasonable rules and regulations regarding use of the Common Areas and any of the Common property or facilities located thereon.

(b) The right of the Association to suspend the voting rights of an Owner and the rights of an Owner to use the Common Area for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Notwithstanding anything contained herein to the contrary, assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. Any such dedication or transfer must be approved by a majority of each class of members. No such dedication or transfer shall be effective unless an instrument evidencing such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and any facilities thereon to the members of his family, his tenants, or contract purchasers, provided the foregoing actually reside upon such Owner's Lot. Such delegation shall not abrogate the duty of any Owner to pay assessments as provided in Article IV, nor relieve such Owner of the responsibility and liability for the actions of such delegates.

Section 3. Utility Easements. Perpetual, nonexclusive

easements as may be required over, upon and under the Common Areas for the installation, maintenance, repair, and providing of utility services, equipment and fixtures in order to adequately serve the Property or any Lot, including, but not limited to, electricity, telephone, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security are hereby created, and shall run with the land, and notwithstanding any other provision of the Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this Declaration.

Section 4. Service Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time within the Property, and over, under, on and across the Common Areas, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the Property and the Owners are hereby created, and shall run with the land, and notwithstanding any other provision of the Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this Declaration.

### ARTICLE III

#### Homeowners Association

Section 1. Membership. Developer and every Owner of a Lot or Unit which is subject to assessment shall be a member of the Association. If title to a Lot or Unit is held by more than one person or entity, each of such persons or entities shall be members. An Owner of more than one Lot or Unit shall be entitled to one membership for each Lot or Unit owned by him. Each such membership shall be appurtenant to the Lot or Unit upon which it is based and shall be transferred automatically by conveyance of that Lot or Unit. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot or Unit, provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

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

(a) Class A. Class A members shall be all Owners and shall be entitled to one (1) vote for each Lot or Unit owned; provided

however, so long as there is Class B membership, Developer shall not be a Class A member. When more than one person holds an interest in any Lot or Unit, all such persons shall be members. The vote for such Lot or Unit shall be exercised as they among themselves determine; but in no event shall more than one (1) vote be cast with respect to any Lot or Unit. There shall be no split vote.

(b) Class B. The Class B members shall be the Developer (including successor developers) and shall be entitled to three (3) votes for each platted Lot owned, and three (3) votes for each dwelling Unit available for construction upon vacant unsubdivided parcels owned. The Class B membership shall cease and be converted to Class A membership at Turnover, after which the Developer shall be an Owner as said term is defined herein.

Section 3. Turnover. The Developer shall turn over control of the Association to the other Owners and the Class B membership shall be terminated, and shall convert to Class A membership, upon the earlier of the happening of the following events: (1) at Developer's election; or (2) when Developer (including successor developers) in the ordinary course of business has conveyed title to eighty percent (80%) of the Lots approved for Baytree subdivision in accordance with the Master Plan or PUD and which are subject to or which will be subjected to the control of the Association upon platting.

Section 4. Association Authority. The Association shall be responsible for establishing any rules and regulations not covered by these restrictions. The Association shall be responsible for the enforcement of all restrictions and rules and regulations created by the Association itself. The Association shall have all the rights allowed under Florida law including the right to place a lien against the Lot or Unit of any Owner for the purpose of enforcing the collection of assessments and dues.

Section 5. Liability Insurance. The Association shall purchase comprehensive general liability insurance insuring the Association against loss or damage resulting from accidents or occurrences on or about or in connection with the Property or this Declaration and its exhibits, with such coverage as shall be required by the Association, but with a combined single limit liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury, death or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner. Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense, except that any increase in any insurance premium occasioned by misuse, occupancy or abandonment of a Unit by a particular Owner, or by a resident of any Unit, or by a member of their families or their guests or invitees, shall be assessed against and paid by that Owner.

## ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any monthly and special assessments from time to time remaining unpaid, together with interest, costs of collection and reasonable attorney's fees including litigation and on appeals, shall be a charge on the Lot and shall be a lien upon the Lot against which each such assessment is made from the date on which each such assessment is due, as provided in this Article and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The lien shall be effective from and after its recording in the Public Records of Lake County, Florida.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, security, and welfare of the residents of the Property and for the operation, improvement, maintenance and repair of the Common Area and any improvements thereon, to maintain the grounds located upon the Lots, and to provide services which the Association is authorized, permitted, or required to provide, including but not limited to administration and management of the Association, security, payment of taxes and insurance on the Common Area, construction, maintenance, repair or replacement of improvements, payment of the costs and expenses to acquire labor, equipment, materials, and any other personal property, management and supervision necessary to carry out its authorized functions and duties, and for the payment of principal, interest, and any other charges connected with loans made to or assumed by the Association to perform its authorized or required functions, expenses of prosecuting or defending, including attorney's fees, any action for or against the Association, and any other expenses declared to be common expenses by the provisions of this Declaration or the articles or bylaws of the Association.

Section 3. Assessments for Attached Units. In addition to the regular monthly assessment, a fee of \$20.00 per month shall be assessed against Owners of Attached Units only, which assessments shall be placed in an account and which shall be used for the maintenance, repair, or replacement, including prevention and treatment of termites, when required, of the exterior of an Attached Unit.

Section 4. Initial Monthly Assessment. Initially, the



monthly assessment shall be Fifty-two and 50/100 Dollars (\$52.50) per month per Lot for Attached Units and Seventy-eight and 75/100 Dollars (\$78.75) per month per Lot for unattached Units, except that Lots 136 through 152 of Baytree, Phase III shall have an initial monthly assessment of One hundred twenty-five and no/100 Dollars (\$125.00). For purposes of assessments, Lots 136 and 136A of Baytree, Phase III shall be considered one (1) Lot; Lots 137 and 137A of Baytree, Phase III shall be considered one (1) Lot; and Lots 138 and 138A of Baytree, Phase III shall be considered one (1) Lot. The Board of Directors shall adopt a budget and the monthly assessment shall be established at least annually.

Section 5. Maximum Assessment. The monthly assessment may be increased by the Board each year by an amount which does not exceed the Cost of Living Index or five percent (5%), whichever is greater, above the assessment for the previous year. However, the maximum increase may be exceeded if two-thirds of each class of members, who are voting in person or by proxy at a meeting duly called for this purpose, vote to exceed the maximum increase. The Board of Directors may fix the monthly assessment each year at an amount not in excess of the amounts permitted.

Section 6. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that at least fifty percent (50%) of the Lots in the subdivision are owned by persons other than the Developer and provided at least two-thirds (2/3) of those Owners vote in favor of such special assessment at a meeting duly called for this purpose.

Section 7. Uniform Rate of Assessment. Both monthly and special assessments shall be determined by the Board of Directors and shall be fixed at a uniform rate for all Lots, except as provided in this Declaration.

Section 8. Developer's Assessment. Notwithstanding the foregoing requirement of uniformity or any other provision of this Declaration or Association's Articles of Incorporation or Bylaws to the contrary, there shall be no specified monthly assessments against any Lot in which the Developer owns any interest or upon which a model home is located. Even though there is no specified assessment, the Developer shall be responsible for the upkeep and maintenance of those Lots that are owned and offered for sale by the Developer.

Section 9. Date of Commencement of Monthly Assessments. The monthly assessments as provided for herein shall commence and be payable upon the issuance of a certificate of occupancy of a Unit

located upon a Lot, or if construction of a Unit is not imminent, then upon conveyance of each Lot to an Owner other than Developer, prorated for the balance of the month in which the certificate of occupancy is issued or closing occurs. Subsequent monthly assessments shall be levied on a monthly basis and shall be payable in advance. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which may be a calendar year. Written notice of assessments shall be sent to every Owner subject thereto. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in any manner authorized by law. In either event, the delinquent Owner shall pay for the cost of bringing this suit, including reasonable attorney's fees (which shall include those incurred on an appeal). The Owner shall also be required to pay any assessments, including interest, against the Lot which became due during the period of such suit or foreclosure. The Association shall have the right and power to bid at any foreclosure sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The lien for unpaid assessments shall attach to the respective Lot(s) only from the time of recording a notice of the same in the Public Records of Lake County, Florida, setting forth the Lot(s) Owner(s), amount, and assessment due date. Such notice shall be executed and acknowledged by a duly authorized officer, agent, or attorney of the Association. Unless such notice is rerecorded or Lis Pendens filed within one (1) year from recording of such notice, the lien shall lapse and be of no further force and effect whatsoever and the Lot(s) shall be exonerated from such charge and lien as reflected in the notice. However, the personal obligation shall remain and unless the Lot(s) have been conveyed to a new Owner, the lien will again become a charge against the Lot(s) upon the recording of a new notice. Any lien established hereunder shall be foreclosed in the same manner as a mortgage.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice or claim of lien. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any

Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to foreclosure. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### Party Wall Covenants and Restrictions

Section 1. Common Wall. The common wall shared by each Unit on either or both sides of each such Unit to be located upon the Lots on the Property, which common wall shall run along an imaginary line running in a plane extending upward along the Lot boundary line between each such Unit, and providing the essential division line between Units, shall be a Party Wall for the perpetual benefit and use by the fee simple title holders, including their heirs, successors and assigns, of each Unit sharing such common wall.

Section 2. Right of Use. The Owner of any Lot, including the Owner's tenant, adjoining an adjacent Lot by a Party Wall shall have the right to the full use of said Party Wall for whatever purpose such Owner may choose to employ, subject to the limitation that such use shall not infringe upon the right of any Owner of an adjoining Lot underlying the Unit or structures nor shall such Owner interfere with the enjoyment of said Party Wall or in any manner impair the value of said Party Wall or violate any restrictions or regulations imposed in connection with the use of the Party Wall by any governmental body or authority or this Declaration.

Section 3. Maintenance. In the event it shall become necessary and desirable to perform maintenance or to repair or rebuild the whole or any part of the Party wall, such expense shall be shared equally by the Owners of the Lots upon which the Units or structures or buildings sharing the Party Wall are located. Whenever any such wall or any part hereof shall be rebuilt, it shall be erected in the same manner and at the same location as initially constructed, and shall be of the same size and of the same or similar materials, and of like quality, as permitted by the then applicable ordinances and statutes pertaining to such construction. Provided, however, that if such maintenance, repair, or construction is required as a result of the sole neglect or willful misconduct of one of the Owners of a Lot, including Owner's tenant, sharing the said Party Wall, any expense incident to such maintenance, repair, or construction shall be borne solely by the Owner causing the damage.

Section 4. Limitations. Unless stipulated otherwise by agreement, in writing, between the parties, the Owner of a Lot upon which a Unit or building or structure sharing a Party Wall with an

adjoining similar building or structure shall not have the right to cut windows or other openings in the Party Wall, nor to make any alterations, additions or structural changes to the Party Wall, other than as required by maintenance.

Section 5. Perpetuity. The Party Wall is to be used and maintained in accordance with the terms of this Declaration of Covenants and Restrictions and shall remain a Party Wall for the perpetual use and benefit of the respective Owners, their successors, grantees, and assigns.

Section 6. Easement for Encroachment. Title to any Lot or portion thereof shall be subject to an easement for encroachment caused by settlement or movement of the common Party Wall described herein or minor inaccuracies in construction, which easement shall continue until such encroachment no longer exists.

## ARTICLE VI

### Exterior Maintenance

Section 1. Maintenance of Lot and Premises. Each Lot Owner shall be responsible for the maintenance and repair of his Lot and premises and any improvements located upon the Lot, except that the Association shall be responsible for maintenance of the grounds upon the Lot. The Owner shall keep all buildings and other exterior improvements in good condition and repair and shall not permit trash, rubbish, unlicensed or inoperative vehicles or other items not normally found outside to accumulate. The Association shall keep lawns mowed, shrubs and bushes trimmed, and shall be responsible for watering or irrigation and fertilizing of the lawns located upon the Lots.

Section 2. Failure to Maintain or Violations. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the premises and the improvements situate thereon in a reasonably satisfactory manner, and after a five (5) day written notice by the Developer or Association to the Lot owner of the violation or maintenance deficiencies, the Developer and/or Association shall have the right, through its agents and employees, to enter upon said parcel, to repair, maintain, clear, and restore the Lot and the exterior buildings and any other improvements erected thereon and to remove the items in violation of this covenant. The entry upon such Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

## ARTICLE VII

General Restrictions

Section 1. Residential Use Restrictions. No Lot, except those Tracts designated for commercial use or Common Areas, shall be used except for residential purposes, except that notwithstanding this restriction, the Developer and/or its successors or assigns may from time to time designate certain Lots for use or uses as parks, recreational areas or facilities, sales or general business offices, field construction offices, model homes, utility facilities, storage facilities, vehicular and equipment parking and facilities to serve the Lots or Lot Owners. Nothing shall be done on any Lot which may become a nuisance or an unreasonable annoyance to the neighborhood.

Section 2. Common Area Restrictions. Those parcels designated as Common Areas upon the plat or otherwise designated as Common Area (excepting those strips which are excluded from Common Area and deeded to private ownership by that certain deed recorded in Official Records Book 1062, Page 792, Public Records of Lake County, Florida) shall be devoted to the common use and enjoyment of Owners of Lots in Baytree, and any lands, Lots or Common Areas which may be subjected to the Declaration. Such Common Area uses may include recreational areas and facilities, utilities facilities, storage areas and facilities, vehicular and equipment parking, and the like.

Section 3. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except a dog, cat or other domestic household pet may be kept, provided it is not kept for commercial purposes. A maximum of two household pets may be kept and any one dog or cat shall not exceed thirty-five (35) pounds in weight. Animals must be confined to the Owner's lot except when being walked, when they must be kept on a leash. It shall be the responsibility of the Owner of a pet to remove animal excrements, attributable to the Owner's pet, from the Owner's Lot, any other Owner's Lot and/or Common Areas. Household pets will not be allowed to annoy other Lot Owners or trespass on their Lots and if a pet becomes a nuisance, the Owner, upon request by Developer or the Association, must abate the nuisance. All pets must have every immunization required by law, and specifically must have annual rabies immunizations.

Section. 4 Temporary Structures. The real property shall be used strictly for one (1) residential unit. No structure of a temporary character, trailer, tent, shack or other like outbuildings shall be placed or used upon the property at any time, temporarily or permanently; provided, however, that this prohibition shall not apply to temporary shelter used by the contractor during the construction of the main dwelling unit.

Section 5. Signs. No sign of any kind shall be placed upon any Lot or Unit which is visible from the exterior of the Unit, except for one customary and usual "For Sale" sign advertising the Unit for sale or rent.

Section 6. Surface Water Management System. The surface water management system for the Property shall be installed, operated and maintained in accordance with all permits and approvals issued by the controlling governmental authority. Furthermore, the surface water management system shall not be adversely interfered with, changed or altered, except pursuant to permits or approvals issued by the controlling governmental authority. No Owner shall impede the flow of surface water in any manner, nor shall any Owner cause a change in the elevation of his Lot so as to interfere with or impede surface water drainage throughout the Property. Any amendment of the Declaration which would affect the surface water management system, including the water management portions or the Common Areas, must have the prior approval of the controlling governmental authority. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system.

Section 7. Satellite Dishes. Satellite dishes shall not be allowed on any Lot nor shall they be allowed in the Common Areas.

Section 8. Antennas and Clotheslines. No aerials or antennas of any kind are permitted in the subdivision unless approved by the Developer. No clotheslines or drying of clothes is permitted outdoors.

Section 9. Persons Residing in Unit. No more than four (4) persons may permanently reside in a Unit, each of whom must be over eighteen (18) years of age. However, this provision shall not be interpreted to allow two (2) married couples to reside in one (1) Unit.

Section 10. Occupancy. Baytree is designed, operated, and maintained for the use and benefit of, and to meet the social and physical needs of persons fifty-five (55) years of age and older. As such, every person who lives on any Lot or in a Unit must be an adult. For purposes of this paragraph, adult shall mean fifty-five (55) years of age or older, or other person at least 40 years of age sharing a residence with a resident fifty-five (55) years of age or older. Notwithstanding this requirement, the Board of Directors of the Homeowners Association shall have the right and authority to waive this restriction for a person who is not fifty-five (55) years of age or older, or at least forty (40) years of age or older and residing with a person who is fifty-five (55) years of age or older, provided that at least eighty percent (80%) of the Lots or Units in the subdivision, including that of the new resident of the Lot or Unit Owner for which this waiver provision applies, are occupied by at least one person fifty-five (55) years

of age or older. The Board may, from time to time, adopt and publish guidelines or criteria specifying conditions or requirements for granting waivers hereunder, and the decision of the Board respecting requests for waivers shall be binding and final. It is the stated intention of the Developer to protect and preserve the community of persons age fifty-five (55) and older, and the Board may adopt reasonable rules and regulations for the protection and preservation of such a community. In order to maintain the purpose and intent of preserving and maintaining the subdivision community as a community of older persons fifty-five (55) and older, limitations on the number, age and length of stay of guests and visitors may be imposed by the Board of directors of the Association. All such limitations shall be uniform to the development. Health care providers are exempt from age restrictions. Day care for pre-school or school age children either for profit or non-profit is prohibited. Visitors or guests under the age of fourteen (14) must be supervised by an adult when using recreational facilities. Lot or Unit Owners are responsible for all acts of their visitors and guests at all times.

Section 11. Guests. No Owner may have guests reside in his Unit for more than thirty (30) days without the prior written approval of the Homeowners Association and/or Developer.

Section 12. Lawful Activity. No noxious, offensive, immoral or illegal activity shall be carried on upon any Lot, nor shall any act be committed thereof which would constitute an annoyance or nuisance to the other residents of the subdivision, or to the general public.

Section 13. Nuisances. All buildings, fences and grounds of each parcel shall be maintained in a neat and orderly manner at all times. Refuse piles, trash, scrap metals, non-operative vehicles, old household appliances and equipment shall not be allowed to be placed or maintained on any parcel.

Section 14. Prohibited Vehicles. No machinery, commercial trailer, semi-trailer, or tractor-trailer, nor any truck having a load rating in excess of 3/4 ton, shall be parked on any Lot or street, except for service vehicles located thereon on a temporary basis while performing a service for Owner. No automobile repairs shall be allowed on a Lot except an Owner may perform a minor tune-up, oil change or tire change on his personal vehicles.

Section 15. Parking and Storage of Motorized Vehicles. A maximum of two (2) motor vehicles, two (2) mopeds, and two (2) golf type carts may be kept on any Lot, and such vehicles shall not be permitted to park on the streets of the subdivision, but must be kept within the boundaries of the paved driveway. No vehicle shall be parked or kept in any yard. No boats, boat trailers, travel trailers, recreational vehicles, motor home or similar vehicle shall be kept on any Lot except for loading or unloading before or

after a trip and then not to exceed twelve (12) hours at any one time, unless they are kept in an enclosed garage.

Section 16. Exterior Decoration. No Owner shall be allowed to place and/or erect any figurine or flagpole on the Lot.

Section 17. Exterior Alterations Prohibited. No change in the exterior of a Unit is allowed. This shall include but not be limited to the alteration of the numerical designation of Units as installed by the Developer, the placement of any additional numerical designations on the Unit and/or the installation of any signs, art work, name plates, or letters on the exterior of the Unit. This prohibition does not include necessary repair and maintenance so long as such repair or maintenance does not physically alter the appearance of the Unit's exterior. Further, no window air conditioning units may be installed. However, some exterior changes may be allowed for detached villas, provided such changes are approved by Developer or the Association, if the Developer is no longer active in the development. No fences shall be erected on any Lot or Lots, without approval of the Developer or the Association, if the Developer is no longer active in the Development.

Section 18. Garage. The garage portion of each Unit, which is that portion of the Unit the primary function of which is to house automotive vehicles, must remain a garage and cannot be converted to any other use or purpose.

Section 19. Filling or Excavating. No parcel shall be excavated or elevated where such activity materially affects the surface grade of the surrounding land.

Section 20. Three-Wheelers and All Terrain Vehicles. No vehicles commonly known as "three-wheelers", "all terrain vehicles" or off road motor bikes or dirt bikes shall be operated within the subdivision. In no instances shall "three-wheelers" or "all terrain vehicles" be used within the subdivision as pleasure vehicles. This section shall be strictly enforced.

Section 21. Garbage Cans. No garbage cans shall be visible from the paved road except on days of pickup. Garbage cans for each Unit are to be kept in the Unit's garage except on those days when the garbage is collected.

Section 22. Leasing. No Unit may be rented or leased without the prior approval of the Association, such approval not to be unreasonably withheld. Any Owner intending to make a bona fide lease of a Lot or Unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended lessee and such other information concerning the intended lease or lessee as the Association may reasonably require, including a copy of the proposed lease. Any



lessee shall be subject to this Declaration and bound by the provisions hereof.

Section 22. Sale by Owner. No Lot and Unit may be sold or transferred by an Owner without first giving written notice to the Developer. However, this restriction shall in no way or manner whatsoever apply to a transfer to a member of the immediate family. "Immediate family" means spouse, parents, children, brothers, sisters or grandchildren. Owner shall within five (5) days of the receipt of a bona fide offer to purchase his Lot and Unit, transmit to the Developer a true and correct copy of said offer to purchase.

Section 23. Division of Property. No Owner or purchaser, except Developer, as hereinafter provided, may subdivide any of the Lots or tracts for any reason.

## ARTICLE VIII

### DEVELOPER'S RIGHTS

Section 1. Developer's Option to Purchase. Upon submission by an Owner of the written notice prior to the sale or transfer of a Lot or Unit, the Developer shall thereupon have the first option to purchase the Lot and Unit of the Owner upon the same terms and conditions as offered to the third person. Developer shall have fifteen (15) days from the receipt of the copy of the offer to purchase to exercise this option. If a sale is made by an Owner without complying with the provisions herein, the Developer shall have the option to purchase the Lot and Unit in accordance with the terms of the original offer within sixty (60) days after receiving actual notice of said transfer or sale of said Lot and Unit.

Section 2. Developer's Right to Assign. Subject to the laws of the State of Florida, Developer shall have the right to assign, transfer or convey, to any person or entity, its interest in the subdivision and its rights and obligations hereunder and such right cannot be modified or cancelled pursuant to any other section of this Declaration.

Section 3. Developer's Right to Divide Property. Developer shall have the right to modify or resubdivide any portion of the lands not sold to purchasers.

Section 4. Annexation. Developer reserves the right from time to time, and at any time, in its sole and absolute discretion, to cause additional lands or phases of Baytree, including Lots and Common Areas, to become subject to this Declaration. Each such additional phase shall become subject to this Declaration upon the recording of an amendment to the Declaration or Supplemental Declaration, executed by Developer only, adding the lands or phase so identified. Developer is not obligated to add any additional phases or lands. Additional residential property and common areas,

other than additional phases to Baytree, may be added to the Property and subjected to this Declaration with the consent of two-thirds (2/3) of each class of members.

## ARTICLE IX

### General Provisions

Section 1. Enforcement. The Developer, the Association, or any Owner shall have the right to enforce by judicial proceedings, all rules, regulations, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer, 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 no event may any Lot Owner maintain a cause of action against the Developer for failure to enforce a covenant or restriction contained herein.

Section 2. Severability. Invalidation of any one of these covenants or restrictions, or portions thereof, by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Duration. The provisions, covenants, conditions, restrictions, and easements of this Declaration shall run with the land and bind the Property for a term of twenty-five (25) years from the date this Declaration is recorded, after which time the Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by eighty percent (80%) of the Owners and certified by the officers of the Association shall be recorded indicating that the Declaration is terminated.

Section 4. Amendment. Until such time as Developer owns less than twenty percent (20%) of the Lots approved for Baytree subdivision in accordance with the Master Plan or PUD and which are subject to or which will be subjected to this Declaration and control of the Association upon platting, this Declaration may be amended, altered and changed from time to time by the Developer, in its sole discretion, and without joinder or consent of any Lot Owner, provided such amendments shall not be inconsistent with the general scheme of development, as same has been established by the Developer. After such time this Declaration may be amended by an affirmative vote in favor thereof by the Owners of at least two-thirds of the Lots upon which these restrictions are imposed. Any amendment must be properly recorded in the Public Records of Lake County, Florida to be effective.

Section 5. Amendment Altering Surface and Stormwater Management System. Any amendment to this Declaration of Covenants, Conditions, Restrictions, and Easements of Baytree which would

alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Section 6. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". This Declaration shall be construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal on the date and year as previously set forth herein.

Witnesses:

UNITED PARTNERS GROUP, LTD., a Florida limited partnership

Carol S. Ebert  
Witness Signature

By: Harold Holland Development, Inc., a Florida corporation, Its General Partner

Carol S. Ebert  
Printed Witness Name

By: Harold F. Holland  
Harold F. Holland, President

Paula Dourne  
Witness Signature

LAURA TONNE  
Printed Witness Name

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 1 day of March, 1995, by HAROLD F. HOLLAND, as President of Harold Holland Development, Inc., a Florida corporation, as General Partner of United Partners Group, Ltd., a Florida limited partnership, and who:

- is personally known to me.
- produced Florida driver's license as identification.



JOAN L. TURNER  
MY COMMISSION # CC 218207 EXPIRES  
August 16, 1998  
BONDED THRU TROY FAIR INSURANCE, INC.

Joan L. Turner  
Notary Public Signature

My commission expires:

EXHIBIT "A"

All that property described as BAYTREE, PHASE I, according to the plat thereof recorded in Plat Book 31, Pages 11, 12 and 13, Public Records of Lake County, Florida, LESS AND EXCEPT Tracts 1, 2, 3, and 4 thereof.

EXHIBIT "B"

All that property described as BAYTREE, PHASE II, according to the plat thereof recorded in Plat Book 33, Pages 52, 53, and 54, Public Records of Lake County, Florida.

EXHIBIT "C"

All that property described as BAYTREE, PHASE III, according to the plat thereof recorded in Plat Book 36, Pages 20, 21 and 22, Public Records of Lake County, Florida.

STATE OF FLORIDA, COUNTY OF LAKE  
 I HEREBY CERTIFY, that the above and  
 foregoing is a true copy of the original  
 filed in this office.  
 JAMES Q. WATKINS, Clerk of the Circuit  
 Court and County Court  
 By *[Signature]*  
 Deputy Clerk  
 Dated *[Signature]* 1995