

This instrument was prepared by
And should be returned to:
Asima M. Azam, Esq.
Azam Law and Mediation, P.A.
3208 E. Colonial Drive. #419
Orlando, FL 32803
407-349-1577



Index:
O.R. Book 1045, Page 1871

CERTIFICATE OF AMENDMENT TO THE DECLARATION
FOR BAYTREE VILLAS HOMEOWNER'S ASSOCIATION, INC.

This Certificate is verified and executed by the board of directors of The Baytree Villas Homeowner's Association, Inc., and shall provide confirmation that the membership has elected to amend the Association's governing documents by written instrument in conformity with the Association's documents, Chapters 617 and 720, Florida Statutes.

This amendment shall constitute an amendment to the following existing association document:

Declaration of Covenants, Conditions and Restrictions for Baytree Villas as originally recorded at O.R. Book 1045, Page 1871, Public Records in and for Lake County, Florida, as amended from time to time.

This Amendment was duly and properly adopted pursuant to the provisions of Article IX, Section 4 by the affirmative vote of at least two-third (2/3) of the Voting Interest, as required and with all due notice as required for a valid amendment.

THE DECLARATION IS HEREBY AMENDED AS FOLLOWS: SEE ATTACHED EXHIBIT A

This AMENDMENT shall be effective upon recordation of this Certificate in the Official Records.

Executed in Lake County, Florida on this 2nd day of February, 2024

Executed By:

Baytree Villas Homeowner's Association, Inc.,



[Seal]

By: Brook Ladd

Title: President

Address: 2328 Baywater Rd
Tavares, FL 32778

Attested By:

[Seal]

By: Dwight Williams

Title: Secretary

Address: 620 JUNIPER WAY, TAVARES FL

Signed, sealed, and delivered in the presence of the following witnesses:

[Signature]

Witness #1

Printed Name: Michael Marchell

Address: 1000 Pine Hollow Point
Altamonte Springs, FL

State of Florida

County of Lake

Caleb Holloway

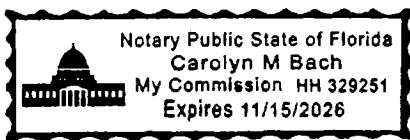
Witness #2

Printed Name: Caleb Holloway

Address: 1000 Pine Hollow Pt
Altamonte Springs, FL 32714

The foregoing instrument was acknowledged before me this 2nd day of February, 2024 by Brook Ladd [President] & Dwight Williams [Secretary], respectively, of the BAYTREE VILLAS HOMEOWNER'S ASSOCIATION, INC, a Florida not-for-profit corporation, on behalf of that Association. They are each personally known to me or have each produced valid photographic identification. They each freely acknowledge executing and attesting to this document in the presence of two subscribing witnesses, each under oath and each duly authorized in them by the corporation as officers of the Association, and that the seal affixed thereto is the true corporate seal, and that all corporate formalities have occurred and been satisfied.

(Notary Seal)



[Signature]

Notary Public - State of Florida

Print Name of Notary: Carolyn M. Bach

Commission No.: HH 329251

My Commission Expires: 11/15/2026

This instrument is prepared by
and should be returned to:

Asima M. Azam, Esq
Azam Law and Mediation, P.A.
3208 E. Colonial Drive #419
Orlando, Florida 32803



**THIRD AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
BAYTREE**

THIS THIRD AMENDED AND RESTATED DECLARATION is made this 2nd day of February 2024, by Baytree Villas Homeowners Association, Inc., hereinafter referred to as "Association".

WHEREAS, Baytree Villas is governed by that certain Declaration of Covenants, Conditions, and Restrictions for Baytree originally recorded in Official Records Book 1045, Page 1871; thereafter amended by the First Amendment to Declaration of Covenants, Conditions, and Restrictions recorded in Official Records Book 1047, Page 131; the Second Amendment to Declaration of Covenants, Conditions, and Restrictions recorded in Official Records Book 1062, Page 786; the Third Amendment to Declaration of Covenants, Conditions, and Restrictions recorded in Official Records Book 1121, Page 1083; the Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions recorded in Official Records Book 1165, Page 120; the Fifth Amendment to Declaration of Covenants, Conditions, and Restrictions recorded in Official Records Book 1212, Page 723; the Sixth Amendment to Declaration of Covenants, Conditions, and Restrictions recorded in Official Records Book 1240, Page 1746, the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Baytree recorded in Official Records Book 1346, Page 392, and the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Baytree was recorded in Official Records Book 1348, Page 1403; which was subsequently amended by that certain First Amendment to Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Baytree in Official Records Book 5689, Page 941, all in the Public Records of Lake County, Florida (hereinafter collectively the "Declaration").

WHEREAS, Baytree is an age 55 and older community, that is made up of the owners of 215 lots, which include single-family homes and attached units, in Baytree Phase I, Baytree Phase II, and Baytree Phase III, together with the common areas and amenities as set forth in the Plat for each respective Phase and the Declaration.

WHEREAS, the Association desires to amend and restate the Declaration to better preserve and enhance the value of the Baytree community, to impose the Declaration upon certain common area property that was added to the community, and to further define and provide for the maintenance of certain areas and improvements for the benefit of the owners subject to certain protective covenants, conditions, easements, restrictions, reservations, liens and charges as hereinafter set forth hereafter.

WHEREAS, the Association has the right to amend the Declaration as set forth in Section 4, Article IX of the Declaration, upon the affirmative vote of two-thirds (2/3) of the Owners in Baytree.

WHEREAS, on February 2nd, 2024, a duly noticed meeting of the owners was called to vote on this Third Amended and Restated Declaration, and more than two-thirds (2/3) of the Owners voted to approve this Third Amended and Restated Declaration in person or by proxy.

WHEREAS, The Association desires to adopt this Third Amended and Restated Declaration to better define the rights and responsibilities of the owners in Baytree and to impose a common plan on the real property situated in Lake County, Florida, known as "Baytree, Phase I" (but excluding Tracts 1, 2, 3, and 4 of Baytree, Phase I), "Baytree, Phase II"; "Baytree, Phase III" all as described in Exhibit "A" attached hereto and incorporated herein by reference, and "Baytree Greenspace and Common Areas" all as described in Exhibit "B", attached hereto and incorporated herein by reference, for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof.

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

The Association hereby declares that all of the real property described in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference shall be held, sold, and conveyed subject to Chapter 720 of the Florida Statutes, as the same may be amended from time to time, 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.

The Association shall have the right, but not the obligation, from time to time and within its sole discretion, to acquire 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, and Chapter 720 of the Florida Statutes, 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

Introduction and Definitions

Section 1.1 Subdivision. Baytree is an age 55 and older community, that is made up of the owners of 215 Lots and Units, which include single-family homes and attached units, in Baytree Phase I, Baytree Phase II, and Baytree Phase III, together with the common areas and amenities as set forth in the Plat for each respective Phase and subject to the restrictions in this Declaration.

Section 1.2 Definitions. The terms used herein will have the meanings stated in the Chapter 720 of the Florida Statutes (the "Act"), unless otherwise defined below, or unless the context otherwise requires:

(a) "Act" shall mean and refer to Chapter 720, Florida Statutes, as amended from time to time.

(b) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation for the Association, as amended from time to time. A copy of the Articles of Incorporation is attached to this Declaration as Exhibit "C".

(c) "Assessment" means the share of the funds required for the payment of Common Expenses, including but not limited to the Base Common Assessment, Service Category Common

Assessment, Special Assessment and Capitol Improvement Assessment, which from time to time are assessed against an Owner.

(d) "Association" shall mean and refer to the Baytree Villas Homeowner's Association, Inc., a not-for-profit Florida corporation organized pursuant to Chapter 617 and Chapter 720, as amended from time to time, responsible for the operation, maintenance and management of Baytree.

(e) "Association Property" shall mean and refer to all real or personal property owned or leased by the Association.

(f) "Attached Unit" or "Attached Units" means a Unit or Units attached to another Unit by a common or shared party wall.

(g) "Board of Directors" or "Board" shall mean and refer to the Board of Directors responsible for the administration of the Association, referred to in the Act as the board of administration.

(h) "By-Laws" shall mean and refer to the By-Laws of the Association, as amended from time to time. A copy of the By-Laws is attached to this Declaration as Exhibit "D".

(i) "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 is 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 Association 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, clubhouse, pool areas, landscaped entrance areas and any easements owned or leased for the benefit of the Owners and designated as Common Area by the Association. The property described as Greenspace below and identified on Exhibit "B" is designated as Common Area.

(j) "Common Expenses" shall mean and refer to all expenses for which the Owners are liable to the Association and assessments incurred by the Association for the operation, maintenance, repair, replacement or protection of the Common Areas and the Association Property, and any other expense designated as a "Common Expense" by the Act, this Declaration, the Articles of Incorporation, or the By-Laws. For purposes of this Declaration, "Common Expenses" shall also include, without limitation: (i) all reserves established by the Association, regardless of when reserve funds are expended; (ii) if applicable, costs relating to insurance for directors and officers, maintenance and operation expenses, in-house and/or interactive communications and surveillance systems; (iii) the real property taxes, Assessments and other maintenance expenses attributable to any lots acquired by the Association or any Association Property; (iv) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (v) the cost of water service and other utilities to the Association Property and improvements thereon which are not directly allocated to specific lot in the budget, if applicable; (vi) the costs of carrying out the powers and duties of the Association; and (vii) Service Category Common Expenses any other expenses designated from time to time by the Board of Directors which are not inconsistent with the Act. Common Expenses shall not include any separate obligations of individual Owners.

(k) "Common Surplus" shall mean and refer to the excess of all receipts of the Association above the Common Expenses.

(l) "Exhibits" shall mean and refer to the Exhibits which are hereby incorporated into this Declaration by reference thereto.

Exhibit "A" Legal Description Baytree Phase I, Baytree Phase II, Baytree Phase III

- Exhibit "B" Common Area and Greenspace
- Exhibit "C" Articles of Incorporation
- Exhibit "D" Bylaws
- Exhibit "E" Allocation of Service Category Expenses to the Lots and Units

(m) "Governing Documents" shall mean and refer to this Declaration and the attached Exhibits. In the event of any conflict among the Governing Documents, the order of priority of the documents will be as follows: (i) the Declaration; (ii) the Articles of Incorporation; and (iii) the By-Laws.

(n) "Greenspace" means that property which is described in that certain deed recorded in Official Records Book 5653 pages 2136-2140, Public Records of Lake County Florida. The Baytree Greenspace is Common Area.

(o) "Guest" shall mean and refer to any person who occupies a Lot or Unit on a temporary basis, for a period of less than 30 days. When the Lot or Unit is occupied by a person for more than 30 consecutive days, for more than three periods, in any given year, the occupant will not be considered a guest, but a tenant.

(p) "Institutional First Mortgagee" shall mean and refer to the mortgagee or its assignee of a first mortgage on a Lot. The mortgagee or any successor mortgagee shall be a bank, savings and loan association, real estate investment trust, mortgage banker, insurance company, real estate or mortgage investment trust, pension or profit-sharing trust, any agency of the United States of America, any other lender generally recognized as an institutional lender.

(q) "Lot" means any platted parcel of land located within the Property which has been conveyed to an Owner and which contains an improvement or Attached Unit. If an improvement or Attached Unit is constructed upon more than one (1) Lot, then the Owner shall be considered as owning one (1) Lot.

(r) "Lease" shall mean and refer to the grant by a Lot Owner of a temporary right of use of a Lot or Attached Unit for a period of more than thirty (30) days.

(s) "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.

(t) "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.

(u) "Common Wall" means the common wall shared by a Unit building on either or both sides of the Unit.

(v) "Person" means any natural person or artificial legal entity.

(w) "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.

(x) "Property" or "Properties" means those certain parcels of real property described in Exhibits "A" and "B" 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.

(y) "Recorded" means filed for record in the Public Records of Lake County, Florida.

(z) "Service Category" shall mean the Service Category created by the Association to allocate additional assessments to each Lot/Unit which are based on the size of the Lot/Unit and the level of services it receives.

(aa) "Service Category Common Expenses" shall mean and include all expenses incurred by the Association for operation, maintenance, repair, replacement and protection of the Lots or Units in a certain Service Category, and all reserves established by the Association for that Service Category. This expense is paid by an Owner, in addition to the regular Common Expenses which are shared by the Owner's equally.

(bb) "Surface Water" or "Stormwater Management Systems" 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, over drainage, 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.

(cc) "Supplemental Declaration" means an instrument executed and recorded by Association for the purpose of subjecting Additional Property to the Declaration, which may modify or extend the provisions of the Declaration with respect to such Additional Property.

ARTICLE II

Property Rights

Section 2.1 Owners Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas 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 periodic regular and special assessments and other fees for the construction, beautification, and maintenance of the Common Areas, 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 in accordance with Florida Statute 720, and to suspend the rights of an Owner to use the Common Areas for any period during which any assessment against his Lot remains unpaid, and

(c) The right of the Association to suspend the voting rights and use of Common Area for a period not to exceed current statutes for any infraction of its published Covenants, By-laws, Articles, or rules and regulations in accordance with Florida Statute 720. Notwithstanding anything contained herein to the contrary, assessments shall continue during any suspension period for any unpaid assessments or fees.

(d) 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 voting members. No such dedication or transfer shall be effective unless an instrument evidencing such dedication or transfer has been recorded.

Section 2.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, its right of enjoyment to the Common Areas and any facilities thereon to the members of his family, his tenants, or guests, provided the foregoing actually reside upon such Owner's Lot. In such instance, the Owner shall remain jointly and severally liable with its tenant, guest or invitee for payments

of all assessments which are levied and come due, in addition to remaining jointly and severally liable for compliance with all restrictions contained within this Declaration.

Section 2.3 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 2.4 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 3.1 Membership. 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 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.

Section 3.2 Voting. All voting members shall be entitled to one (1) vote for each Lot or Unit owned. 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 agree and determine. In the absence of a voting certificate, any owner of record or any officer of a corporation, partner of a partnership or member of a limited liability company, which owns a Lot or Unit has the authority to cast the vote on behalf of that unit; 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.

Section 3.3 Association Authority. The Association shall be responsible for any changes to the Covenants, By-laws, Articles, rules and regulations not covered by these restrictions. The Association shall be responsible for the enforcement of all Covenants, By-laws, Articles, restrictions, 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.

Article IV **Insurance**

In order to adequately protect the Owners, the Association, and all parts of the Association Property that are required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

Section 4.1 Duty to obtain. The Association shall use its reasonable efforts to obtain and maintain adequate insurance. All insurance purchased by the Association shall identify the name of the insured as the Association, singularly and as agent for the Owners covered by the policy.

Section 4.2 Basic Insurance. The Association will procure insurance covering the Association Property in an amount determined annually by the Board of Directors. Such insurance shall afford the following protection:

(a) **Liability.** Comprehensive general public liability covering loss or damage resulting from accidents or occurrences on or about or in connection with the Association Property or any work, matters or things related to the Association Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000.00 for each accident or occurrence.

(b) **Fidelity Bonding.** The Association shall obtain and maintain blanket fidelity bonds for each Director of the Association who is authorized to manage and disburse funds.

(c) **Directors and Officers Liability Insurance.** The Association shall obtain and maintain directors' and officers' liability insurance in such amounts as the Board shall deem adequate, utilizing the broad form of policy coverage for all directors and officers and, if reasonably available, committee members of the Association.

(d) **Optional Coverage.** The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interests of the Association and Unit Owners, including windstorm, if available and reasonable.

Section 4.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association. Premiums may be financed in such manner as the Board of Directors deems appropriate.

Section 4.4 Attached Unit Owner's Coverage. The owner of any Attached Unit shall acquire and maintain insurance on the Attached Unit and any other property lying within the boundaries of their Attached Unit. The Association may, from time to time, require each Attached Unit Owner to provide proof of insurance as required by this Section.

ARTICLE V

Covenant for Maintenance Assessments

Section 5.1 Liability for Assessments. An Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while he is the Owner. Additionally, an Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the grantee Owner. Liability for Assessments may not be avoided by the waiver of the use or enjoyment of any Common Elements, or by the abandonment of the Lot or Unit for which the Assessments are made or otherwise.

Each Owner shall pay a Base Common Assessment, and also a Service Category Assessment which is based upon the Lot/Unit size and the level of services it receives from the Association. The following Lots described on the Baytree Phase III Plat: Lots 136 and 136A, shall be considered as one Lot, 137 and 137A shall be considered as one Lot, 138 and 138A shall be considered as one Lot, for assessment purposes as more specifically set forth in the attached "Exhibit E".

The Base Common Assessment is levied to meet all common expenses and reserve requirements and is divided equally among all 215 units. Common expenses include, but are not limited to, clubhouse, pool, and common ground expenses. This assessment includes operating expenses for lawn maintenance and irrigation of the common ground.

The Service Category Assessment varies by Unit based on lawn maintenance, irrigation, and other operating expenses as defined for the following service categories:

- a. Service Category A: Villa (attached unit) common expenses such as termite prevention, plus 9.6% of the lawn maintenance and irrigation operating expense, divided equally among the 76 units in this service category.
- b. Service Category B: 6% of the lawn maintenance and irrigation operating expense, divided equally among the 24 units in this service category.
- c. Service Category C: 35.1% of the lawn maintenance and irrigation operating expense, divided equally among the 87 units in this service category.
- d. Service Category D: 17.9% of the lawn maintenance and irrigation operating expense, divided equally among the 28 units in this service category.

The services provided to each Service Category are subject to change, and said change shall be within the sole discretion of the Board of Directors. Exhibit "E" attached hereto lists which Lots/Units are within each Service Category.

Section 5.2 Service Category Assessments, Special and Capital Improvement Assessments. In addition to Base Common Assessments levied by the Association to meet the general Common Expenses of the Association, the Board of Directors may levy "Service Category Assessments", "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

- (a) "Service Category Assessments" shall mean and refer to a charge levied against a Lot/Unit Owner to cover the costs and expenses incurred by the Association for operation and provision of services that benefit that size Lot or Unit Type. The Service Category Assessments shall be based upon the level of service provided to that Lot or Unit Type. The Service Level Categories are set forth as Levels A-D, and each Lot/Unit's designation in a category shall be as set forth on the attached Exhibit "E".
- (b) "Special Assessments" shall mean and refer to a charge against each Owner representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.
- (c) "Capital Improvement Assessment" shall mean and refer to a charge against each Owner, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Areas.

Service Category Assessments, Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in a lump sum or installments, in the discretion of the Board; provided that if such Special Assessments or Capital Improvement Assessment exceed three percent (3%) of the then estimated operating budget of the Association, the Board must obtain approval of a majority of the Owners represented at a meeting at which quorum is obtained.

Section 5.3 Default in Payment of Assessments. Assessments, Service Category Assessments, Special Assessments and/or Capital Improvement Assessments and installments thereof not paid within fifteen (15) days from the date when they are due shall bear interest at eighteen percent (18%) per annum or the highest interest rate allowed by law, as set forth in Section 720.3085, from the date due until paid and shall be subject to an administrative late fee in an amount equal to the greater of \$25.00 or five percent (5%) of each

delinquent installment. The Association has a lien on each Lot or Unit to secure the payment of all assessments properly imposed by the Association. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be evidenced by the recording of a claim of lien in the Public Records of Lake County. To be valid, the claim of lien shall state the description of the Lot or Unit, the name of the record Lot or Unit Owner, the name and address of the Association, the amount due and the due dates, and the claim of lien shall be executed and acknowledged by an authorized officer of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorneys' fees of any kind incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees and costs incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

Section 5.4 Notice of Intent to Foreclose Lien. No foreclosure judgment may be entered until and after the Association gives written notice to the Lot or Owner of its intention to foreclose its lien to collect the unpaid Assessments in accordance with the notice requirements set forth in the Act.

Section 5.5 Institutional First Mortgagee The liability of an Institutional First Mortgagee, or its successor or assignees, which acquires title to a Lot or Unit by foreclosure or by deed in lieu of foreclosure, for the unpaid Assessments (or installments thereof) that became due prior to the Institutional First Mortgagee's acquisition of title is limited to the lesser of: (i) the Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent (1%) of the original mortgage debt. As to a Lot acquired by foreclosure, the limitations set forth in clauses (i) and (ii) above shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. A first mortgagee acquiring title to a Lot as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Lot, whether or not such Lot is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

Section 5.6 Installments. Assessments shall be collected monthly or quarterly, in advance, at the option of the Board of Directors. Special Assessments and/or Capital Improvement Assessments shall be due in a lump sum or in installments, as determined by the Board.

Section 5.7 Application of Payments. Any payments received by the Association from a delinquent Owner shall be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

Section 5.8 Estoppel Certificate. Within fifteen (15) days after receiving a written request therefor from a purchaser, the Owner or a mortgagee of a Lot or Unit, the Association shall provide a certificate, signed by an officer or agent of the Association, setting forth all Assessments and other monies owed to the Association by the Owner with respect to the Owner's Lot or Unit. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the certificate.

ARTICLE VI

Common Wall Covenants and Restrictions

Section 6.1 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 Common 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 6.2 Right of Use. The Owner of any Lot, including the Owner's tenant, adjoining an adjacent Lot by a Common Wall shall have the right to the full use of said Common 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 Common Wall or in any manner impair the value of said Common Wall or violate any restrictions or regulations imposed in connection with the use of the Common Wall by any governmental body or authority or this Declaration.

Section 6.3 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 Common Wall, such expense shall be shared equally by the Owners of the Lots upon which the Units or buildings sharing the Common 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 Common Wall, any expense incident to such maintenance, repair, or construction shall be borne solely by the Owner causing the damage.

Section 6.4 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 Common Wall with an adjoining similar building or structure shall not have the right to cut windows or other openings in the Common Wall, nor to make any alterations, additions or structural changes to the Common Wall, other than as required by maintenance.

Section 6.5 Perpetuity. The Common Wall is to be used and maintained in accordance with the terms of this Declaration of Covenants and Restrictions and shall remain a Common Wall for the perpetual use and benefit of the respective Owners, their successors, grantees, and assigns.

Section 6.6 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 Wall described herein or minor inaccuracies in construction, which easement shall continue until such encroachment no longer exists.

ARTICLE VII

Exterior Maintenance

Section 7.1 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. 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 responsibilities of the Association will be, but are not limited to, keeping lawns mowed, shrubs and bushes trimmed, watering or irrigation and fertilizing of the lawns located upon the Lots.

Section 7.2 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 ten (10) day written notice by the Association to the Lot owner of the violation or maintenance deficiencies, the 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.

(a) The repair of any dwelling or structure damaged by fire, hurricane or otherwise, on any Lot shall be completed without unreasonable delay. Should the owner leave a dwelling or structure in an incomplete condition or disrepair for a period of more than 120 days or should the repair or construction of the dwelling remain incomplete after a period of 270 days from the date of the damage, the Association, after reasonable notice to the owner by registered mail, giving the owner the opportunity to be heard, may, at its option, complete and/or repair it in a manner deemed appropriate by the Association, and/or assess a fine of \$100 (one hundred dollars) per day for every day the repair or construction of the dwelling remains incomplete after the aforesaid time limits have been reached, unless the owner can show a defense to the Board that would support an impossibility defense under Florida law, and which delay is approved in writing to the Board. In either event, the expense so incurred shall be a lien against the Lot enforceable in the same manner as other liens. The dwelling shall not be considered to be complete until, in the opinion of the Board of Directors, both the construction and landscape elements are in compliance with the approved building and landscape plans.

(b) Each owner shall be required to obtain and maintain adequate insurance of his or her home. Such insurance shall be sufficient for necessary repair or reconstruction work and related costs. Upon the request of the Association, each owner shall be required to supply the Board with evidence of insurance coverage for his or her home which complies with the provisions of this section. If an owner elects to forego insurance of his or her home, upon the request of the Association, said owner shall be required to supply the Board with evidence of available funds sufficient for necessary repair or reconstruction of the home, in the event of damage or destruction.

ARTICLE VIII

General Restrictions

Section 8.1 Residential Use Restrictions. No Lot shall be used except for residential purposes. Nothing shall be done on any Lot which may become a nuisance or an unreasonable annoyance to the neighborhood.

Section 8.2 Common Area Restrictions. Those parcels designated as Common Areas upon the plat or otherwise designated as Common Area 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. The Association shall have authority to adopt additional Rules and Regulations for use of the amenities, including but not limited to the Clubhouse and Pool.

Section 8.3 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 the Association, must abate the nuisance. All pets must have every immunization required by law, and specifically must have annual rabies immunizations.

Section 8.4 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 a temporary structure required to facilitate renovations or repairs to the home, which shall not exceed ninety (90) days without prior Board approval.

Section 8.5 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 8.6 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 8.7 Persons Residing in Unit. Each Lot or Unit may be occupied by two (2) two Adults, who reside in the dwelling as permanent residents with not more than one additional person living "as a single household unit." No owner or organization may use the house as a group home or guest house for more than 2 adults. Baytree is governed by the federal law Housing for Older Persons Act ("HOPA"), and the Association through its Board has the authority to adopt additional rules and regulations governing residents and occupants in compliance with HOPA.

Section 8.8 Occupancy by Adults. 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" as defined hereafter. For purposes of this paragraph, "Adult" shall mean fifty-five (55) years of age or older, or other person at least forty (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 requirement 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 Association to protect and preserve

the community of persons ages 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. The Association through its Board has the authority to adopt additional rules and regulations governing residents and occupants, including the grant of exceptions and waivers, in compliance with HOPA.

Section 8.9 Guests. No Owner may have Guests as that term is defined above, reside in his Lot or Unit for more than thirty consecutive (30) days, more than three (3) times per year, without the prior written approval of the Association.

Section 8.10 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 8.11 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 8.12 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 8.13 Parking and Storage of Motorized Vehicles. A maximum of two (2) vehicles may be kept on any driveway and must be kept within the boundaries of the paved driveway. No vehicle shall be parked or kept in any area other than the driveway. 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. A motorized vehicle shall include any vehicle that is wheeled and self-propelled and is that is used for the transportation of people or cargo.

Section 8.14 Exterior Alterations and Decorations Limited. Any change in the exterior of a unit, including exterior décor, additional numerical designations, signs, artwork, name plates, or letters is limited and must be approved by the Board of Directors. Exterior changes to attached units are further limited due to their shared structure and façade. Further, no window air conditioning units may be installed on any attached or detached unit. No fences may be erected on any residential lot or lots. The Board of Directors of the Association will be responsible for establishing and enforcing additional rules and regulations not covered by these restrictions.

Section 8.15 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 8.16 Filling or Excavating. No parcel shall be excavated or elevated where such activity materially affects the surface grade of the surrounding land.

Section 8.17 All-Terrain Vehicles. No vehicles commonly known as "all-terrain vehicles" or off-road motor bikes or dirt bikes shall be operated within the subdivision. In no instances shall "all-terrain vehicles" be used within the subdivision as pleasure vehicles. This section shall be strictly enforced.

Section 8.18 Garbage Cans. No garbage can 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 8.19 Sales and Leasing.

(a) **Leasing.** The Baytree Villas community is a 55 plus community, and as such is governed by the rules and regulations adopted by the Association in order to comply with The Housing for Older Persons Act ("HOPA"). No Unit may be rented or leased without the prior approval of the Association, and all such approval or denial shall be reviewed in accordance with the rules and regulations adopted by the Association. 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. The Association shall have the sole discretion to approve or deny the lease or rental and accepts no liability for such approval or denial. The number of units rented or leased, except for seasonal rentals, are limited to 5% (five percent) of the total units. The Board may waive this requirement, in extenuating circumstances, including but not limited to financial hardship, which shall be determined on a case-by-case basis within the Board's discretion. The Board may require a background check and include any associated costs as fees to the applicant. The number of Homes may be leased or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a home. Individual rooms of a home may not be leased on any basis. No transient tenants may be accommodated in a home. No home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship. No home may be leased for a period of less than two (2) months, unless otherwise approved by Association in the case of hardship. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and regulations and all policies adopted by the Association. By acceptance of a deed to a home, the owner hereby agrees to remove, at the owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the rules and regulations and any other policies adopted by the Association. All lease agreements shall require the home to be used solely as a private single-family residence. Notwithstanding anything to the contrary herein, the leasing of a home to a tenant shall not reduce or abate any owner's obligations pursuant to this Declaration or give any owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

(b) **Sale or Transfer of Ownership.** The Baytree Villas community is a 55 plus community, and as such is governed by the rules and regulations adopted by the Association in order to comply with The Housing for Older Persons Act ("HOPA"). No Lot and Unit may be sold or transferred by an Owner without first giving written notice to the Association. Owner is responsible upon receipt of a bona fide offer to purchase his Lot or Unit to transmit to the Association a completed application for sale. The sale must be approved by the Board, and approval and denial will be given based upon the sale's compliance with the HOPA guidelines for sale and transfer adopted by the Association. However, this restriction shall in no way or manner whatsoever disallow a transfer to a member of the immediate family, provided that this sale or transfer does not cause the 20% occupancy rule to be exceeded. "Immediate family" means spouse,

parents, children, brothers, sisters, or grandchildren. A notice of the Transfer of Ownership to an immediate family member must be provided to the Board. Notwithstanding anything to the contrary herein, the Sale or Transfer of a home shall not reduce or abate any owner's obligations pursuant to this Declaration or give any owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

(c) **Approval Process.** The approval of the Association shall be obtained as follows:

(i) **Written Notice.** Not later than fifteen (15) days before the proposed transfer of ownership occurs, or fifteen (15) days before the first day of occupancy under a proposed Lease, written notice shall be given the Board by the Owner of his intention to sell or transfer his interest in any fashion. The notice shall include the name and address of the proposed acquirer or lessee and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Board may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100.00 or as permitted by law from time to time.

(ii) **Notice of Disapproval.** If the Board disapproves the proposed sale transaction, notice of disapproval shall be promptly sent in writing to the Owner or interest holder, and the transaction shall not be completed. Notwithstanding anything to the contrary herein, the Board need not approve any sale, transfer or lease until such time as all unpaid Assessments and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the Unit or Lot have been paid.

ARTICLE IX **Acquisitions**

Section 9.1 Acquisitions. Additional residential property and common areas may be added to the Property and subjected to this Declaration with the consent of a majority of voting members, voting in person or by proxy at a meeting at which quorum has been obtained.

ARTICLE X **Compliance and Default**

Each Owner, each Lessee and other invitee shall be governed by, and shall comply with the provisions of, the Act as amended from time to time, the Governing Documents and any Rules and Regulations adopted by the Board.

Section 10.1 Remedies. Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to:

(a) In accordance with the authority set forth in Section 720.305, Florida Statutes, as amended, levy of a reasonable fine against a Lot or Unit provided, however, that no fine may exceed \$100.00 per violation. An additional fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Owner as required by the Act, and if applicable, his lessee or invitee. The hearing must be held before a committee of other impartial Owners. If the committee does not agree with the fine, the fine may not be levied; or

(b) An action to recover damages or injunctive relief or both.

(c) Any other rights or remedies granted to the Association under Section 720.305 as amended from time to time.

Section 10.2 Cost and Fees. Any actions may be maintained by the Association or any Owner. In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

Section 10.3 No waiver of rights. The failure of the Association or any Owner to enforce any covenant, restriction or other provision of the Governing Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

ARTICLE XI
General Provisions

Section 11.1 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 11.2 Duration. The provisions, covenants, conditions, restrictions, and easements of this Declaration shall run with the land and bind the Property for a term of thirty (30) years from the date this Declaration is recorded, after which time the Declaration shall be automatically extended for successive periods of thirty (30) 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 11.3 Amendment. This Declaration may be amended by an affirmative vote of majority of the Owners, cast in person or by proxy at a duly noticed meeting. Any amendment must be properly recorded in the Public Records of Lake County, Florida to be effective.

Section 11.4 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.

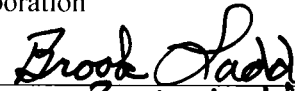
THIS THIRD AMENDED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR BAYTREE and exhibits is hereto made and entered into this 2nd day of February, 2024.

WITNESSES:


Print Name: Michael MARCELL
Address: 1000 Pine Hollow Point
Altamonte Springs, FL


Print Name: Kim Stitt
Address: 1000 Pine Hollow Point
Altamonte Springs, FL 32714

BAYTREE VILLAS HOMEOWNER'S ASSOCIATION, INC., a Florida not for profit corporation

By: 
Name: Brook Ladd
Title: President/Baytree Villas HOA

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 2nd day of February, 2024,
by Brook Ladd, as President of BAYTREE
VILLAS HOMEOWNER'S ASSOCIATION, INC., a Florida not for profit corporation, on behalf of said
entity, who is personally known to me or who has produced _____ as
identification.

Notary Public State of Florida
My Commission Expires: 11/15/2026
Printed Name of Notary Public: Carolyn M. Bach

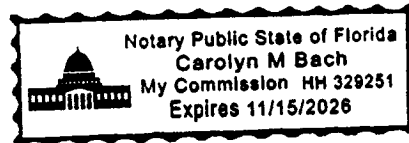


EXHIBIT "A"

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.**

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.

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.

EXHIBIT "B"
Greenspace and Common Area

All that property which is described as PARCEL A and PARCEL B, and is in that certain deed recorded in Official Records Book 5653, Pages 2136-2140, Public Records of Lake County Florida.

All that property which is described in that certain deed recorded in Official Records Book 5661, Pages 808 through 819, Public Records of Lake County Florida

The Greenspace and Common Area **shall not** include that property in that certain deed recorded in Official Records Book 5661, Page 802 (the Swap Deed to Greenbrier), and the property in that certain deed recorded in Official Records Book 1062, Page 079, (the "Strips Deed") all in the Public Records of Lake County Florida

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
BAYTREE VILLAS HOMEOWNERS ASSOCIATION, INC.,
A FLORIDA CORPORATION NOT FOR PROFIT**

These Amended and Restated Articles of Incorporation of the Baytree Villas are adopted this 2nd day of February, 2024, by The Baytree Villas Homeowner's Association, Inc., a Florida non-profit corporation ("Association").

R E C I T A L S:

WHEREAS, the Association desires to amend the Articles of Incorporation of Baytree Villas which are recorded as Exhibit "C" to the Declaration of Covenants, Conditions, and Restrictions for Baytree originally recorded in Official Records Book 2392, Page 367, as amended, in the Public Records of Lake County, Florida.

WHEREAS, Article XI provides that the Articles may be amended by an affirmative vote of two-thirds (2/3) of the votes in the Association. Written notice of the meeting of the Members at which any change in the Articles set forth the proposed change in detail.

WHEREAS, on February 2nd, 2024, at a special meeting of the Members of the Association, adoption of these Amended and Restated Articles of Incorporation of Baytree Villas was proposed by the Board and were approved by two-thirds (2/3) of the votes in the Association present in person or by proxy at a duly noticed meeting.

WHEREAS, the purpose of the Amended Articles is to update them to comply with governing law and to incorporate prior amendments made by the Association. The Association desires to amend the Articles of Incorporation as set forth herein.

**ARTICLE I
NAME**

The name of the corporation is BAYTREE VILLAS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the Association.

**ARTICLE II
ADDRESS**

The principal office of the Association is located at 147 Juniper Way, Tavares, Florida 32778.

**ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association does not contemplate pecuniary gain or profit to the Members hereof, and the specific purpose for which it is formed is to provide for maintenance, preservation and architectural control of the residential lots, dwellings and Common Areas within that certain tract of property described as BAYTREE on Exhibits "A-B" attached hereto to enforce the Declaration of Covenants, Conditions and Restrictions, and to promote the health, safety, and welfare of the residents within the above described property and for these purposes to:

- A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Protective Covenants, Conditions and Restrictions, hereinafter called the Declaration, applicable to the property and recorded, or to be recorded, in the Office of the Clerk of the Circuit Court, Lake County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- B. Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incidental to the conduct of business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- C. Acquire (by gift, purchase, or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- D. Borrow money, and with the assent of majority of Members, present in person or by proxy at a duly noticed meeting, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- E. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by a majority of Members, agreeing to such dedication, sale or transfer, voting in person or by proxy at a duly noticed meeting;
- F. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common areas, provided that any such merger, consolidation, or annexation not specifically authorized in the Declaration shall have the assent of a majority of Members voting in person or by proxy at a duly noticed meeting;
- G. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Not For Profit Corporation Law of the State of Florida may now or hereafter have or exercise;
- H. Convey the property consisting of the Surface Water Management System to the Board of County Commissioners of Lake County upon the dissolution of the Association. If the Board of County Commissioners of Lake County will not accept the Surface Water Management System, the property consisting of the Surface Water Management System shall be conveyed to a similar not for profit corporation.

ARTICLE IV MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and

may not be separated from ownership of any Lot or Unit which is subject to assessment by the Association.

ARTICLE V VOTING RIGHTS

The Association shall have one class of voting Membership as follows:

A. Members shall be all Owners of attached and detached residences and Lot Owners and shall be entitled to one (1) vote for each residential unit or lot owned. When more than one (1) person holds an interest in any residential unit or lot, all such Persons shall be Members. The vote for such residential unit or lot shall be exercised as the multiple owners may determine, but in no event shall more than (1) vote be cast with respect to any one residential unit or lot.

ARTICLE VI DIRECTORS

A. The affairs of the Association will be managed by a Board consisting of five (5) directors. Directors must be Members of the Association.

B. Directors of the Association shall be elected at the annual meeting of the Membership in the manner described in the Bylaws. Directors may be removed and vacancies on the Board of Directors filled as provided in the Bylaws.

ARTICLE VII OFFICERS

The affairs of the Association shall be administered by the Officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the meeting of the Board of Directors.

ARTICLE VIII DISSOLUTION

The Association may be dissolved with the assent given in writing by not less than 80% of the Members. Upon dissolution of the Association, other than incidental to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval on dissolution pursuant to Section 617.05, Florida Statutes.

ARTICLE IX BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

**ARTICLE X
DURATION**

The corporation shall exist perpetually.

**ARTICLE XI
AMENDMENTS**

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- B. A resolution approving a proposed amendment may be proposed either by the Board of Directors or by the Members of the Association. Members present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, approval of a proposed amendment must be by not less than a majority vote of the Lot owners.
- C. Provided, however, that no amendment shall make any changes in the qualifications of Membership without approval in writing by all Members, and joinder of all record owners or mortgages upon the Residential Units. No amendment shall be made that is in conflict with the Declaration of Protective Covenants, Conditions, and Restrictions for BAYTREE, or the laws of the State of Florida.

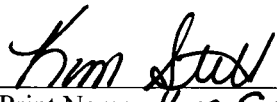
**ARTICLE XIII
REGISTERED AGENT**

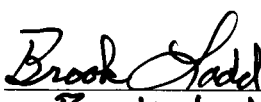
Matt Jordan of Specialty Management Company of Central Florida, whose address is 1000 Pine Hollow Point, Altamonte Springs Florida 32712, is hereby appointed as the initial registered agent of this Association.

IN WITNESS WHEREOF, the Association has executed these Amended and Restated Articles of the Baytree Villas Homeowner’s Association, Inc., this 2nd day of February 2024.

Signed, sealed and delivered in the presence of:

**ASSOCIATION:
BAYTREE VILLAS HOMEOWNER’S
ASSOCIATION, INC., a Florida corporation**

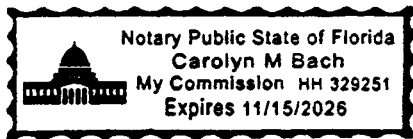

Print Name: Kim Stith

By: 
Brook Ladd
President


Print Name: Michael Martelli

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 2nd day of February, 2024, by Brook Ladd, as President of The Baytree Villas Homeowner's Association, Inc., a Florida corporation, who is personally known to me or who produced _____ as identification.



[Handwritten Signature]
NOTARY PUBLIC
Print Name: Carolyn M. Bach
My Commission Expires: 11/15/2026
Commission #: 44329251

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
ASIMA M. AZAM, ESQUIRE
Azam Law and Mediation, P.A.
3208 E. Colonial Drive #419
Orlando, Florida 32803

**AMENDED AND RESTATED BYLAWS OF THE BAYTREE VILLAS
HOMEOWNER'S ASSOCIATION, INC.**

These Amended and Restated Bylaws of the Baytree Villas are adopted this ____ day of February, 2024, by The Baytree Villas Homeowner's Association, Inc., a Florida non-profit corporation ("Association").

R E C I T A L S:

WHEREAS, the Association desires to amend the Bylaws of Baytree Villas which are recorded as Exhibit "D" to the Declaration of Covenants, Conditions, and Restrictions for Baytree originally recorded in Official Records Book 2392, Page 367, as amended, in the Public Records of Lake County, Florida.

WHEREAS, Article XIII of the Bylaws provides that the Bylaws may be amended by an affirmative vote of two-thirds (2/3) of the votes in the Association. Written notice of the meeting of the Members at which any change in the Bylaws is to be considered shall set forth the proposed change in detail.

WHEREAS, on February 2nd, 2024, at a special meeting of the Members of the Association, adoption of these Amended and Restated Bylaws of Baytree Villas was proposed by the Board and were approved by a two-thirds (2/3) of the votes in the Association. Written notice of the meeting was duly provided in accordance with Article III of the Bylaws.

WHEREAS, the Association desires to amend the Bylaws as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in these Amended and Restated Bylaws and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Bylaws are hereby amended as follows:

ARTICLE 1- NAME AND LOCATION

The name of the corporation is The Baytree Villas Homeowner's Association, Inc., a corporation not-for profit, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 147 Juniper Way, Tavares, Florida 32778 or at such other place as may be designated from time to time by the Board of Directors. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit," and the year of incorporation.

ARTICLE 2 - DEFINITIONS

All definitions set forth in the Declaration are herein incorporated by reference.

EX:D

ARTICLE 3 - MEETING OF MEMBERS AND VOTING

3.1 Annual Members' Meetings. The annual Members' meeting shall be held each year for the purpose of appointing or electing Directors, if applicable in that year, and of transacting any other business authorized to be transacted by the Members. The Board of Directors shall determine the date, time, and place to hold the annual meeting.

3.2 Special Members' Meetings. Special meetings of the Members must be held when called by the Board of Directors, or by the holders of at least one-third (1/3) of the total voting interest of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

3.3 Notice of All Meetings of Members. Written notice of a meeting stating the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be given by: (a) mailing a copy of such notice, at least fourteen (14) days before such meeting, to each member entitled to vote thereat, addressed to the Members address last appearing on the books of the Association, or supplied by each member to the Association for the purpose of notice or (b) by posting such notice in a conspicuous place in the Property. Notice shall be provided by or at the direction of the President, the Secretary, or the officer or persons calling the meeting.

3.4 Quorum. A quorum at Members' meetings shall consist of thirty percent (30%) of the total voting interest in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting in person or by proxy shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws, the Articles, or by law. When a specified item of business is required to be voted upon by the Members, if applicable, thirty percent (30%) of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

3.5 Proxies. Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may do so in person or may authorize another person or persons to act for him by proxy. Every proxy must be dated, must state the date, time and place of the meeting for which it was given and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the Member executing it and shall expire upon the transfer of title to the Lot of Unit giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

3.6 Adjourned Meetings. When an annual or special meeting is adjourned to a different date, time or place, the new date, time and place to which the meeting is adjourned must be announced at the meeting at which the adjournment is taken, or notice must be given of

the new date, time and place pursuant to Section 3.3 hereof. Any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with the Bylaws to Members entitled to vote at such meeting who were not Members as of the previous record date.

3.7 Order of Business. The order of business at annual meetings, and as far as practical, at all other Member's meetings, shall be:

- (a) Calling the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of Committees;
- (f) Election/and or appointment of Directors, when applicable;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

3.8 Minutes of Meetings. The Association shall maintain minutes of each meeting of the Members and of the Board of Directors in written form or in another form which can be converted into written form within a reasonable time. The minutes shall be kept available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

3.9 Voting. All voting Members shall be entitled to one (1) vote for each Lot or Unit owned. 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 agree and determine. In the absence of a voting certificate, any owner of record or any officer of a corporation, partner of a partnership or member of a limited liability company, which owns a Lot or Unit has the authority to cast the vote on behalf of that unit; 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.

ARTICLE 4 - BOARD OF DIRECTORS

4.1 Number. The affairs of the Association shall be governed and managed by the Board of Directors, consisting of five (5) Members. Board Members elected by the other Members must be Members of the Association.

4.2 Term of Office. The election of Directors shall take place at the Annual Meeting of Members. Directors shall be elected for a term of 2 years, ending upon the election of new Directors at the Annual Members meeting that occurs two years from the meeting when they

were first elected.

4.3 Removal. In the event of death or resignation of a director elected by the Members, the remaining Directors may fill such vacancy as set forth in Section 4.5 below. In accordance with Chapter 720, Florida Statutes, Directors may be removed with or without cause by the vote or agreement in writing by Members holding a majority of voting interests.

4.4 Director's Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

4.5 Election and Appointment. The Members shall elect Directors of the Association, at or in conjunction with the Annual Meeting of the Members. In accordance with section 720.306(9)(c) of the Florida Statutes, any vacancy occurring on the board before the expiration of a term may be filled by an affirmative vote of majority of Directors for the unexpired term of the vacant seat. In the alternative, at the Board's option, an election can be held for the vacated position.

4.6 Election. Elections of the Directors must be conducted in accordance with these Bylaws and Chapter 720, Florida Statutes, Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors, prior to each annual meeting of the Members, to serve from the close of such Annual Meeting until the close of the next Annual Meeting and such appointment shall be announced at each Annual meeting. The Nominating Committee shall make as many nominations for elections to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The names receiving the largest number of votes cast by eligible voters for each vacancy shall be elected. In accordance with Chapter 720, Florida Statutes, any election disputes between a member and the Association shall be resolved by binding arbitration.

4.7 Fiduciary Duties of Directors. Directors shall act in good faith in performance of all duties.

ARTICLE 5 - MEETINGS OF DIRECTORS

5.1 Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. Regular and special meetings of the Board shall be open to all Members except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion are governed by the attorney-client privilege.

5.2 Regular Meetings. Regular meetings of the Board of Directors shall be held as may be determined by the Board and upon giving notice to the Members as set forth in Section 5.4 hereof, at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day or as soon as the Board may reasonably hold the meeting.

5.3 Special Meetings. Special meetings of the Directors may be called by the by the President of the Association, or by any two (2) Directors upon giving notice to the Members as set forth in Section 5.4, additionally, not less than two (2) days notice of the special meeting shall be given to each Director personally or by first-class mail or email, which notice shall state the time, place and purpose of the meeting.

5.4 Notice to Members. Unless otherwise provided herein, notices of all regular or special Board meetings may be posted in a conspicuous place on the Property at least forty-eight (48) hours in advance of any such meeting, except in an emergency. In the alternative, notice may be mailed or delivered to each Member at least fourteen (14) days prior to the meeting, except in an emergency. In accordance with Chapter 720, Florida Statutes, an assessment may not be levied at a board meeting, unless written notice of the meeting is provided to all Members at least fourteen (14) days before the meeting, which notice shall include a statement that assessments will be considered at the meeting. Written notice of any meeting at which special assessments will be considered or at which rules that regulate use of the parcels, are to be adopted, amended, or revoked, shall be mailed, delivered or posted conspicuously on the Property at least fourteen days (14) before the meeting. The written notice must include a statement that changes to the rules will be considered. The notice requirements set forth in this section also apply to meetings of any committee or similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to any Lot or Unit. The notice requirement for Committee meetings may be satisfied by either publishing said notice in a newsletter widely circulated in the community or by providing each Member with a schedule of committee meetings on an annual, semi-annual, or quarterly basis.

5.5 Manner of Voting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This section shall also apply to meetings of any committee or similar body. Directors may attend meetings via telephone or video platforms when they are unable to attend in person.

5.6 Waiver of Notice of Directors. The transaction of any business at any meeting of the Board of Directors, however called and noticed to the Directors, or wherever held, shall be as valid, as though made at a meeting duly held after regular call and notice if a quorum is present, if it was properly noticed to the Members, and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approval shall be filed with the Associations' records and made a part of the minutes of the meeting. Other than as set forth above with regard to assessments, neither the business to be transacted nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

5.7 Defects in Notice to Director or Members etc. Waived by Attendance. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Likewise, attendance of a Member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Member states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

5.8 Quorum. A quorum at Directors' meetings shall consist of a majority of

all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration, the Articles, or these Bylaws. Members of the Board of Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting, including any Members, can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

5.9 Adjourned Meetings. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment, and unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors and to the Members as required by Section 5.4.

5.10 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617 and Chapter 720, Florida Statutes, the Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required. The Board shall have the power to create committees by adoption of a resolution, which shall serve at the pleasure and discretion of the Board to further the purpose of the Association.

5.11 Members Right to Speak. In accordance with Chapter 720, Florida Statutes, if 20% of the voting interests petition the Board to address an item of business, the Board shall at its next regular board meeting or at its next special meeting, but not later than 60 days after receipt of the petition, take the petitioned item up on the agenda. Any member shall have the right to speak on a matter placed on the agenda by petition for at least 3 minutes, in accordance with the requirements of Chapter 720.

5.12 Director Delinquency. A director who is delinquent in payment of assessments may be removed from the Board in accordance with Chapter 720.306, Florida Statutes.

ARTICLE 6 - OFFICERS

6.1 Officers and Election. The executive officers of the Association shall be a President, who shall be selected from the Board of Directors, a Vice-President, who also shall be selected from the Board of Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

6.2 President. The President shall be the chief executive officer of the Association. He/She shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he/she may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He/She shall serve as chairman of all Board and Members' meetings.

6.3 Vice President. The Vice President shall, in the absence or disability of

the President, exercise the powers and perform the duties of the President. He/She shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He/She shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He/She shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He/She shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

6.6 Compensation. Officers shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

ARTICLE 7 -BOOKS AND RECORDS

7.1 Official Records. The Association shall maintain within the State of Florida each of the following, which shall constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair or replace;
- (b) A copy of the Bylaws of the Association and of each amendment to the Bylaws;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration of Covenants and a copy of each amendment thereto;
- (e) A copy of the current rules of the Association;
- (f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years;
- (g) A current roster of all Members and their mailing addresses and Lot or Unit identification;
- (h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or

other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one at least (1) year; and

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and account records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures;
2. A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and the amount of each payment on the account, and the balance due;
3. All tax returns, financial statements, and financial reports of the Association; and
4. Any other records that identify, measure, record or communicate financial information.

7.2 Inspection and Copying. The official records shall be open to inspection and available for photocopying by Members or their authorized agents during reasonable business hours, at the principal office of the Association, or on the Property, within ten (10) business days after receipt of a written request for access. Such inspection must take place within the presence of an agent of the Association. The Association shall provide copies of any of the official records to any Member or its authorized agent, within ten (10) business days after receipt of a written request for such copies, and may charge a fee for providing such copies, which shall include the actual costs of copying. If the Association has a photocopy machine available where the records are maintained, it must provide copies on request during the inspection if the request is limited to 25 pages or less. The Association may charge up to 50 cents per page, or as the law permits, for copies made on the Association copier. The Association, may at its option, provide requested records in an electronical format, and may adopt reasonable rules regarding, time, location and frequency of inspections.

7.3 Copies. The Association shall maintain an adequate number of copies of the Declaration, the Articles and the Bylaws, to ensure their availability to Members and prospective Members, and may charge the cost of reproducing and furnishing these documents to those persons entitled to receive them.

ARTICLE 8 - FISCAL MANAGEMENT

The provisions for fiscal management of the Association are governed by the following provisions:

8.1 Fiscal Year. The fiscal year of the Association shall be January 1 to

December 31.

8.2 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) Current Operating Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include but not be limited to:

- (1) Professional, administration and management fees and expenses;
- (2) Taxes on Common Property;
- (3) Expense for utility services and maintenance expense relating to the Common Property;
- (4) Insurance costs;
- (5) Administrative and salary expenses;
- (6) Operating capital; and
- (7) Other expenses.

(b) Reserve for Deferred Maintenance. If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) Reserve for Replacement, Restoration and Adaptation. The reserve for deferred maintenance shall include funds for maintenance items that occur less frequently than annually. The reserve for replacement shall include funds for repair or replacement required because of damage, depreciation, or obsolescence.

(d) Betterments. which shall include the funds to be used for capital expenditures for additional improvements to the common property; provided, however, that expenditures in excess of three percent (3%) of the then estimated operating budget of the Association, shall require at least a majority of the vote of the Members present in person or by proxy at a duly called meeting.

8.3 Budget. The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The annual budget may not exceed the annual CPI increase, or (5%) five percent, whichever is greater, above the budget for the previous year, without approval of majority of the Members, present in person or by proxy at a duly noticed meeting at which quorum is obtained.

The budget shall be prepared in accordance with Section 720.303(6), Florida Statutes, as amended from time to time, utilizing the categories for current expenses and reserves set forth in Section 8.2 above. The Association shall provide each Member with a copy of the annual budget or a notice that a copy of the budget is available upon request at no charge. The copy must be provided within ten (10) business days after receipt of a written request for such copy.

8.4 Assessments. The manner in which expenses of the Association are shared, and the Members' proportionate share thereof, are set forth in the Declaration. Assessments levied pursuant to the annual budget or special assessments and capitol improvement assessments must be in the Members proportional share of expenses as described in the Declaration, which share may be different based upon the level of services received by the Members. The Board of Directors shall establish the amount of the assessments based upon the annual budget each year; the Board also shall establish and notify the Members of the frequency and/or due dates of the assessments established under the annual budget. If an annual assessment is not levied as required, an assessment shall be presumed to have been levied in the amount of the last prior assessment, and such assessments shall be due at the same time(s) in the year as the prior year. In the event the annual assessments prove to be insufficient, the budget and budget and assessments may be amended at any time by the Board of Directors.

8.5 Depository. The depository of the Association will be such financial institutions as shall be designated from time to time by the Directors, and the withdrawal of monies from such accounts shall be by such persons as authorized by the Directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

8.6 Financial Reporting. The Association shall prepare an annual financial audit within sixty (60) days after the close of the fiscal year, prepared by a Certified Public Accountant in accordance with Generally Acceptable Accounting Principles (GAAP). The Association shall provide each Member a copy of the annual financial audit or a written notice that a copy of such report is available upon request at no charge. Such copy shall be furnished within ten (10) business days after receipt of a written request for the financial audit.

ARTICLE 9 - PARLIMENTARY RULES.

Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

ARTICLE 10 - AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the Members, by an affirmative vote of majority of the Members present in person or by proxy at a duly noticed meeting. For purposes of this section a change in quorum requirements is not an alteration of voting interests. No amendment shall be made that is in conflict with chapter 617 and chapter 720, Florida Statutes, or with the Declaration or Articles of Incorporation.

The foregoing were adopted as the Amended and Restated Bylaws of The Baytree Villas Homeowner's Association, Inc., a not for profit corporation established under the laws of the State of Florida, at the meeting of the Board of Directors on the 2nd day of February, 2024.

IN WITNESS WHEREOF, the Association has executed this Amended and Restated Bylaws of The Baytree Villas Homeowner's Association, Inc., this 2nd day of February 2024.

Signed, sealed and delivered in the presence of:

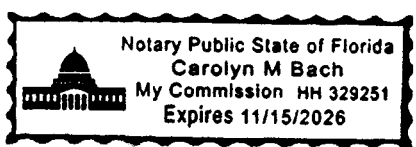
ASSOCIATION:
BAYTREE VILLAS HOMEOWNER'S ASSOCIATION, INC., a Florida not for profit corporation

Kim Stitt
Print Name: Kim Stitt
Micahel Macreel
Print Name: Micahel Macreel

By: Brook Ladd
Brook Ladd
President

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 2nd day of February, 2024, by Brook Ladd, as President of The Baytree Villas Homeowner's Association, Inc., a Florida corporation, who is personally known to me or who produced as identification.



Carolyn M. Bach
NOTARY PUBLIC
Print Name: Carolyn M. Bach
My Commission Expires: 11/15/2026
Commission #: HH 329251

Exhibit E - Service Category Table

Service Category A					
Baytree Plat	Platted Lot Number(s)	Unit Address	Baytree Plat	Platted Lot Number(s)	Unit Address
PHASE I	11F	100 BAYTREE BLVD	PHASE II	112	514 BAYTREE BLVD
PHASE I	11E	102 BAYTREE BLVD	PHASE II	113	518 BAYTREE BLVD
PHASE I	11D	104 BAYTREE BLVD	PHASE II	114	522 BAYTREE BLVD
PHASE I	11C	106 BAYTREE BLVD	PHASE I	4D	100 JUNIPER WAY
PHASE I	11B	108 BAYTREE BLVD	PHASE I	4C	104 JUNIPER WAY
PHASE I	11A	110 BAYTREE BLVD	PHASE I	4B	108 JUNIPER WAY
PHASE I	10F	114 BAYTREE BLVD	PHASE I	4A	112 JUNIPER WAY
PHASE I	10E	116 BAYTREE BLVD	PHASE I	3F	120 JUNIPER WAY
PHASE I	10D	118 BAYTREE BLVD	PHASE I	3E	124 JUNIPER WAY
PHASE I	10C	120 BAYTREE BLVD	PHASE I	3D	128 JUNIPER WAY
PHASE I	10B	122 BAYTREE BLVD	PHASE I	3C	132 JUNIPER WAY
PHASE I	10A	124 BAYTREE BLVD	PHASE I	3B	136 JUNIPER WAY
PHASE I	9F	128 BAYTREE BLVD	PHASE I	3A	140 JUNIPER WAY
PHASE I	9E	130 BAYTREE BLVD	PHASE II	38	216 JUNIPER WAY
PHASE I	9D	132 BAYTREE BLVD	PHASE II	39	220 JUNIPER WAY
PHASE I	9C	134 BAYTREE BLVD	PHASE II	40	224 JUNIPER WAY
PHASE I	9B	136 BAYTREE BLVD	PHASE II	41	228 JUNIPER WAY
PHASE I	9A	138 BAYTREE BLVD	PHASE II	42	236 JUNIPER WAY
PHASE II	103	424 BAYTREE BLVD	PHASE II	43	240 JUNIPER WAY
PHASE II	104	428 BAYTREE BLVD	PHASE II	44	244 JUNIPER WAY
PHASE II	105	432 BAYTREE BLVD	PHASE II	45	248 JUNIPER WAY
PHASE II	106	438 BAYTREE BLVD	PHASE II	46	256 JUNIPER WAY
PHASE II	107	448 BAYTREE BLVD	PHASE II	47	260 JUNIPER WAY
PHASE II	108	452 BAYTREE BLVD	PHASE II	48	264 JUNIPER WAY
PHASE II	109	456 BAYTREE BLVD	PHASE II	49	304 JUNIPER WAY
PHASE II	110	460 BAYTREE BLVD	PHASE II	50	312 JUNIPER WAY
PHASE II	111	510 BAYTREE BLVD	PHASE II	51	316 JUNIPER WAY

Exhibit E - Service Category Table

Service Category A (continued)					
Baytree Plat	Platted Lot Number(s)	Unit Address	Baytree Plat	Platted Lot Number(s)	Unit Address
PHASE II	52	320 JUNIPER WAY	PHASE II	27	525 JUNIPER WAY
PHASE II	53	324 JUNIPER WAY	PHASE II	28	529 JUNIPER WAY
PHASE II	54	332 JUNIPER WAY	PHASE II	29	533 JUNIPER WAY
PHASE II	55	336 JUNIPER WAY	PHASE II	30	541 JUNIPER WAY
PHASE II	56	340 JUNIPER WAY	PHASE II	31	545 JUNIPER WAY
PHASE II	57	344 JUNIPER WAY	PHASE II	32	549 JUNIPER WAY
PHASE II	58	352 JUNIPER WAY	PHASE II	33	553 JUNIPER WAY
PHASE II	59	356 JUNIPER WAY	PHASE III	175	575 JUNIPER WAY
PHASE II	60	360 JUNIPER WAY	PHASE III	174	577 JUNIPER WAY
PHASE II	61	364 JUNIPER WAY	PHASE III	173	579 JUNIPER WAY
PHASE II	26	521 JUNIPER WAY	PHASE III	172	581 JUNIPER WAY

Service Category B					
Baytree Plat	Platted Lot Number(s)	Unit Address	Baytree Plat	Platted Lot Number(s)	Unit Address
PHASE I	8E, 8F	144 BAYTREE BLVD	PHASE I	2E, 2F	151 JUNIPER WAY
PHASE I	5A, 5B	145 BAYTREE BLVD	PHASE I	2C, 2D	159 JUNIPER WAY
PHASE I	8C, 8D	148 BAYTREE BLVD	PHASE I	2A, 2B	167 JUNIPER WAY
PHASE I	5C, 5D	149 BAYTREE BLVD	PHASE I	1E, 1F	179 JUNIPER WAY
PHASE I	8A, 8B	152 BAYTREE BLVD	PHASE I	1C, 1D	187 JUNIPER WAY
PHASE I	5E, 5F	153 BAYTREE BLVD	PHASE I	1A, 1B	207 JUNIPER WAY
PHASE I	6A, 6B	157 BAYTREE BLVD	PHASE II	15, 16	411 JUNIPER WAY
PHASE I	7E, 7F	158 BAYTREE BLVD	PHASE II	17, 18	419 JUNIPER WAY
PHASE I	7C, 7D	204 BAYTREE BLVD	PHASE II	19, 20	431 JUNIPER WAY
PHASE I	6C, 6D	205 BAYTREE BLVD	PHASE II	21, 22	501 JUNIPER WAY
PHASE I	7A, 7B	212 BAYTREE BLVD	PHASE II	34, 35	561 JUNIPER WAY
PHASE I	6E, 6F	213 BAYTREE BLVD	PHASE II	36, 37	569 JUNIPER WAY

Exhibit E - Service Category Table

Service Category C					
Baytree Plat	Platted Lot Number(s)	Unit Address	Baytree Plat	Platted Lot Number(s)	Unit Address
PHASE II	90	221 BAYTREE BLVD	PHASE II	73	461 BAYTREE BLVD
PHASE II	89	225 BAYTREE BLVD	PHASE II	72	509 BAYTREE BLVD
PHASE II	91	226 BAYTREE BLVD	PHASE II	71	513 BAYTREE BLVD
PHASE II	88	229 BAYTREE BLVD	PHASE II	70	517 BAYTREE BLVD
PHASE II	92	230 BAYTREE BLVD	PHASE III	135	2313 BAYWATER RD
PHASE II	87	233 BAYTREE BLVD	PHASE III	134	2319 BAYWATER RD
PHASE II	93	234 BAYTREE BLVD	PHASE III	133	2325 BAYWATER RD
PHASE II	86	237 BAYTREE BLVD	PHASE III	132	2329 BAYWATER RD
PHASE II	94	238 BAYTREE BLVD	PHASE III	131	2401 BAYWATER RD
PHASE II	85	305 BAYTREE BLVD	PHASE III	130	2407 BAYWATER RD
PHASE II	95	308 BAYTREE BLVD	PHASE III	129	2413 BAYWATER RD
PHASE II	84	309 BAYTREE BLVD	PHASE II	1	215 JUNIPER WAY
PHASE II	96	312 BAYTREE BLVD	PHASE II	2	223 JUNIPER WAY
PHASE II	83	313 BAYTREE BLVD	PHASE II	3	231 JUNIPER WAY
PHASE II	97	316 BAYTREE BLVD	PHASE II	4	239 JUNIPER WAY
PHASE II	82	317 BAYTREE BLVD	PHASE II	5	247 JUNIPER WAY
PHASE II	98	320 BAYTREE BLVD	PHASE II	6	255 JUNIPER WAY
PHASE II	81	321 BAYTREE BLVD	PHASE II	7	305 JUNIPER WAY
PHASE II	99	324 BAYTREE BLVD	PHASE II	8	313 JUNIPER WAY
PHASE II	80	325 BAYTREE BLVD	PHASE II	9	321 JUNIPER WAY
PHASE II	100	328 BAYTREE BLVD	PHASE II	10	331 JUNIPER WAY
PHASE II	79	329 BAYTREE BLVD	PHASE II	11	345 JUNIPER WAY
PHASE II	77	413 BAYTREE BLVD	PHASE II	12	353 JUNIPER WAY
PHASE II	102	414 BAYTREE BLVD	PHASE II	13	363 JUNIPER WAY
PHASE II	76	425 BAYTREE BLVD	PHASE II	62	404 JUNIPER WAY
PHASE II	75	437 BAYTREE BLVD	PHASE II	65	416 JUNIPER WAY
PHASE II	74	449 BAYTREE BLVD	PHASE II	66	420 JUNIPER WAY

Exhibit E - Service Category Table

Service Category C (continued)					
Baytree Plat	Platted Lot Number(s)	Unit Address	Baytree Plat	Platted Lot Number(s)	Unit Address
PHASE II	67	430 JUNIPER WAY	PHASE III	163	599 JUNIPER WAY
PHASE II	68	502 JUNIPER WAY	PHASE III	162	603 JUNIPER WAY
PHASE III	115	582 JUNIPER WAY	PHASE III	161	607 JUNIPER WAY
PHASE III	171	583 JUNIPER WAY	PHASE III	160	611 JUNIPER WAY
PHASE III	116	584 JUNIPER WAY	PHASE III	123	612 JUNIPER WAY
PHASE III	170	585 JUNIPER WAY	PHASE III	159	615 JUNIPER WAY
PHASE III	117	586 JUNIPER WAY	PHASE III	158	619 JUNIPER WAY
PHASE III	169	587 JUNIPER WAY	PHASE III	125	620 JUNIPER WAY
PHASE III	118	588 JUNIPER WAY	PHASE III	157	623 JUNIPER WAY
PHASE III	168	589 JUNIPER WAY	PHASE III	126	624 JUNIPER WAY
PHASE III	119	590 JUNIPER WAY	PHASE III	156	627 JUNIPER WAY
PHASE III	167	591 JUNIPER WAY	PHASE III	127	628 JUNIPER WAY
PHASE III	120	592 JUNIPER WAY	PHASE III	128	700 JUNIPER WAY
PHASE III	121	594 JUNIPER WAY	PHASE III	155	701 JUNIPER WAY
PHASE III	165	595 JUNIPER WAY	PHASE III	154	705 JUNIPER WAY
PHASE III	122	596 JUNIPER WAY	PHASE III	153	709 JUNIPER WAY
PHASE III	164	597 JUNIPER WAY			

Service Category D					
Baytree Plat	Platted Lot Number(s)	Unit Address	Baytree Plat	Platted Lot Number(s)	Unit Address
PHASE II	78	401 BAYTREE BLVD	PHASE III	140	2316 BAYWATER RD
PHASE II	101	402 BAYTREE BLVD	PHASE III	141	2320 BAYWATER RD
PHASE III	138, 138A	2301 BAYWATER RD	PHASE III	142	2324 BAYWATER RD
PHASE III	137, 137A	2305 BAYWATER RD	PHASE III	143	2328 BAYWATER RD
PHASE III	136, 136A	2309 BAYWATER RD	PHASE III	144	2400 BAYWATER RD
PHASE III	139	2312 BAYWATER RD	PHASE III	145	2406 BAYWATER RD

Exhibit E - Service Category Table

Service Category D (continued)					
Baytree Plat	Platted Lot Number(s)	Unit Address	Baytree Plat	Platted Lot Number(s)	Unit Address
PHASE III	146	2412 BAYWATER RD	PHASE II	63	408 JUNIPER WAY
PHASE III	147	2418 BAYWATER RD	PHASE II	64	412 JUNIPER WAY
PHASE III	148	2424 BAYWATER RD	PHASE II	23	509 JUNIPER WAY
PHASE III	149	2430 BAYWATER RD	PHASE II	69	512 JUNIPER WAY
PHASE III	150	2504 BAYWATER RD	PHASE II	24	513 JUNIPER WAY
PHASE III	151	2508 BAYWATER RD	PHASE II	25	517 JUNIPER WAY
PHASE III	152	2512 BAYWATER RD	PHASE III	166	593 JUNIPER WAY
PHASE II	14	405 JUNIPER WAY	PHASE III	124	616 JUNIPER WAY