

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

**FIRST AMENDMENT TO THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BAYTREE VILLAS**

This FIRST AMENDMENT TO THE THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR BAYTREE ("First Amendment") is made this 4th day of February 2025, by THE BAYTREE VILLAS HOMEOWNER'S ASSOCIATION, INC., a Florida non-profit corporation, hereafter (the "Association").

R E C I T A L S:

WHEREAS, the Association desires to amend 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, which was subsequently amended by that certain Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Baytree in Official Records Book 6297, Page 2135 all in the Public Records of Lake County, Florida (hereinafter collectively the "Declaration").

WHEREAS, the Association desires to amend the Declaration to enhance the value of the Baytree community, and to impose certain payment obligations on new owners as set forth below.

WHEREAS, the Association has the right to amend the Declaration as set forth in Article XI, Section 11.3 of the Declaration, upon the 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 Lake, County, Florida.

WHEREAS, on February 4th, 2025, a duly noticed meeting of the owners was called to vote on this First Amendment and majority of the Owners voted to approve this First Amendment in person or by proxy.

WHEREAS, the Association desires to record this First Amendment in the Public Records of Lake County, and amend the Declaration as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this First Amendment and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Declaration is hereby amended as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated into and form a part of this Amendment.

2. **Definitions**. The definitions set forth in the Declaration are hereby incorporated herein by reference and restated as if fully set forth herein.

3. **Amendment to Article V, Section 5.2.**

a. Article V, Covenant for Maintenance Assessments, Section 5.2, Service Category Assessments, Special and Capital Improvements Assessments, of the Declaration is hereby amended as set forth below.

b. Section 5.2 shall be now titled as follows:

“Section 5.2. Service Category Assessments, Special Assessments, Capital Improvements Assessments, and Resale Capital Assessment due upon sale or transfer of a Lot/Unit.”

c. A new subsection titled **5.2(d) Resale Capital Assessment** shall be added Section 5.2 and shall provide as follows:

(d) “Resale Capital Assessment” shall be an assessment due upon sale or transfer of a Lot/Unit. The Association may levy a Resale Capital Assessment upon the transferee in any conveyance of a Lot or Unit by an Owner, unless specifically exempted as set forth herein. The Amount of the Resale Capital Assessment shall initially be set at \$1,830.00 per Lot/Unit and the manner of payment shall be determined by the Board of Directors from time to time; provided, however, all Lots or Units shall be assessed at a uniform rate of Assessment. The Board of Directors may, at its option, periodically increase the rate of the Resale Capital Assessment, however, the rate may not exceed 0.3% of the annual budget, nor may the rate be decreased. The due date for payment of the Resale Capital Assessment shall be the date of closing of the conveyance. Payment of the Resale Capital Assessment shall be the obligation of the transferee. For purposes of this provision, the term “conveyance” shall mean the transfer of record legal title to a Lot or Unit by deed or other authorized means of conveyance, with or without consideration, and shall also refer to transfer of possession or beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from a foreclosure of a lien or the death of the transferor when the transfer of title is to a spouse, partner, child or sibling that permanently occupies the Lot/Unit with transferor at the time of transfer. The following conveyances shall be

exempt from payment of the Resale Capital Assessment: a) Lot/Unit that is already under a sales contract on the Effective Date of this Amendment, and b) conveyance between two existing members of the Association. A Resale Capital Assessment shall be collectible as any other assessment under Article V of this Declaration.

*All double underlined marks word additions.

4. **Effective Date.** The effective date of this Amendment shall be the date of recordation in the Public Records of Lake County, Florida.

IN WITNESS WHEREOF, the Association has executed this First Amendment to The Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Baytree this 4th day of FEBRUARY 2025.

Signed, sealed and delivered in the presence of:

ASSOCIATION:
BAYTREE VILLAS
HOMEOWNER'S ASSOCIATION,
INC., a non-profit Florida
corporation

Dwight Williams

Print Name: DWIGHT WILLIAMS

By: Brook Ladd

Print Name: Brook Ladd

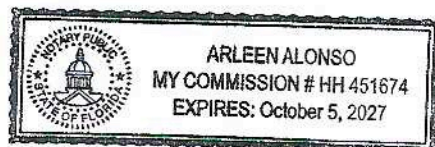
President

Robert M Powell Jr

Print Name: ROBERT M POWELL JR

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 4th day of February, 2025, 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 FL Driver license as identification.



Arleen Alonso

NOTARY PUBLIC

Print Name: Arleen Alonso

My Commission Expires: October 5, 2027

Commission #: HH451674