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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GROVES AT BAYTREE

THIS DECLARATION is made this 8 day of FEBRUARY,
2000, by **UNITED PARTNERS GROUP, LTD**, a Florida limited partnership,
hereinafter referred to as "Developer".

WHEREAS Developer desires to impose a common plan to be a
development known as **GROVES AT BAYTREE** on the real property
situated in Lake County, Florida, described in Exhibit "A" attached
hereto, and any additional phases to the said property development
or Additional Property which may be submitted later by Supplemental
Declaration or Amendment to Declaration pursuant to the terms
hereof, for the purpose of protecting the value and desirability
thereof, and for the purpose of enhancing the marketability
thereof.

NOW, THEREFORE, Developer hereby states the Declaration of
Covenants, Conditions, and Restrictions of Groves at Baytree in its
entirety, as follows:

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

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

All references to the "Declaration" or the "Declaration of
Covenants, Conditions, and Restrictions for Groves at 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 Groves at Baytree Homeowners Association, Inc., a Florida corporation not-for-profit, shall mean and refer to this Declaration as herein set forth, and any amendments hereto.

ARTICLE I

Definitions

Section 1. "Additional Property" means any additional real property which is subjected to the terms and provisions of this Declaration by Supplemental or Amendment to Declaration, and which shall then be included in the term "Property" as defined herein, and shall include additional or subsequent phases to Groves at Baytree subdivision.

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

Section 3. "Board" or "Board of Directors" means the governing body of the Association as appointed by the Developer or elected pursuant to the bylaws of the Association.

Section 4. "Common Area" or "Common Areas" means all real and personal property now or hereafter intended and used for the common use, enjoyment and benefit of the Owners and their families, guests, tenants and invitees, which real or personal property will ultimately be owned by the Association, or be dedicated to the Association and/or the Owners on any plat of the Property or any portion thereof, or be dedicated or transferred to the Association by any instrument of transfer. The Common Areas to be owned and maintained by the Association shall be designated by the Developer and shall include drainage retention areas and facilities, pedestrian walkways and vehicular driveways, landscaped entrance areas and any easements owned or leased for the benefit of the Owners and designated as Common Area by Developer.

Section 5. "Developer" means United Partners Group, Ltd., a Florida limited partnership, and where the context requires or permits, shall include successor developers, if such successor developers shall acquire more than one (1) undeveloped Lot from the Developer for the purpose of development and such successor developer is designated in a recorded assignment of development rights. The term "Developer" may, as the context requires, refer collectively to more than one entity or person serving in a developer or successor developer capacity at any given time.

Section 6. "Lot" means any platted parcel of land located

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

Section 7. "Master Plan" means Developer's conceptual plan for the overall development of The Groves at Baytree, as incorporated in the Ordinance of the Planned Unit Development, as such may be amended from time to time.

Section 8. "Member" means those persons entitled to membership in the Association as provided in this Declaration and the Articles and Bylaws of the Association. Where there are multiple Owners of any one Lot, each of such Owners shall be a Member of the Association.

Section 9. "Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

Section 10. "Person" means any natural person or artificial legal entity.

Section 11. "Planned Unit Development" means the Planned Unit Development ("PUD") Ordinance for The Groves at Baytree adopted by the City Council of the City of Tavares, Florida, as same may be amended from time to time.

Section 12. "Property" or "Properties" means those certain parcels of real property described in Exhibit "A", together with such additions thereto as may hereafter be brought within the jurisdiction of the Association or added by Supplemental Declaration or Amendment to this Declaration.

Section 13. "Recorded" means filed for record in the Public Records of Lake County, Florida.

Section 14. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Section 15. "Supplemental Declaration" means an instrument executed and recorded by Developer for the purpose of subjecting

Additional Property or subsequent or additional phases of The Groves at Baytree to the Declaration, which may modify or extend the provisions of the Declaration with respect to such Additional Property or additional phases.

Section 16. "Turnover" means the time when control of the Association is transferred from Developer to the Owners, as provided herein.

Section 17. "Unit" means the residential dwelling constructed upon a Lot or Lots.

ARTICLE II

Property Rights

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

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

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

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

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

Section 3. Utility Easements. Perpetual, nonexclusive easements as may be required over, upon and under areas designated by Developer for the installation, maintenance, repair, and providing of utility services, equipment and fixtures in order to adequately serve the Property or any Lot, including, but not limited to, electricity, telephone, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security are hereby created, and shall run with the land, and notwithstanding any other provision of the Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this Declaration.

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

ARTICLE III

Homeowners Association

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

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

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

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

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

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

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

the Association as a common expense, except that any increase in any insurance premium occasioned by misuse, occupancy or abandonment of a Unit by a particular Owner, or by a resident of any Unit, or by a member of their families or their guests or invitees, shall be assessed against and paid by that Owner.

ARTICLE IV

Covenant for Maintenance Assessments

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

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

Section 3. Initial Monthly Assessment. Until the Developer

relinquishes control to the Homeowners Association, each Owner shall pay a Nine (9) Dollar Assessment monthly to the Developer. The Assessment shall cover Management Fee, Insurance, Ground Maintenance, Maintenance of Common Areas and other miscellaneous maintenance work. The monthly Assessment can only be increased annually by Five (5%) Percent. Major repairs of drainage facilities due to acts of God or other causes shall be paid by a special assessment to each lot owner.

In addition, a Thirty-five and No/100 (\$35.00) Dollar monthly fee shall be paid to the Developer for maintenance and management of the recreation facilities which shall consist of a swimming pool and gymnasium. This fee will be increased annually by Five (5%) Percent.

The Homeowners Association may purchase the recreation facilities at any time at an agreed upon price between the Association and Developer to be paid by lot owners other than the Developer. When this occurs all fees are to be paid to the Homeowners Association. The Developer then has no maintenance obligations other than for the lots owned by the Developer.

Section 4. Maximum Assessment. The monthly assessment may be increased each year by an amount which does not exceed that stated in Section 3 above the assessment for the previous year. However, the maximum increase may be exceeded if two-thirds of each class of members, who are voting in person or by proxy at a meeting duly called for this purpose, vote to exceed the maximum increase. The Board of Directors may fix the monthly assessment each year at an amount not in excess of the amounts permitted.

Section 5. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon areas owned by The Association, including fixtures and personal property related thereto, provided that at least fifty percent (50%) of the Lots in the subdivision are owned by persons other than the Developer and provided at least two-thirds (2/3) of those Owners vote in favor of such special assessment at a meeting duly called for this purpose.

Section 6. Uniform Rate of Assessment. Both monthly and special assessments shall be determined by the Board of Directors and shall be fixed at a uniform rate for all Lots, except as provided in this Declaration. The assessment for maintenance of the recreation facilities shall be set by the Developer.

Section 7. Developer's Assessment. Notwithstanding the foregoing requirement of uniformity or any other provision of this Declaration or Association's Articles of Incorporation or Bylaws to

the contrary, there shall be no specified monthly assessments against any Lot in which the Developer owns any interest or upon which a model home is located. Even though there is no specified assessment, the Developer shall be responsible for the upkeep and maintenance of those Lots that are owned and offered for sale by the Developer.

Section 8. Date of Commencement of Monthly Assessments. The monthly assessment as provided for herein shall commence and be payable upon conveyance of each Lot to an Owner other than Developer, prorated for the balance of the month in which the closing occurs. Subsequent monthly assessments shall be levied on a monthly basis and shall be payable in advance. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which may be a calendar year. Written notice of assessments shall be sent to every Owner subject thereto. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. The monthly assessment fee for recreation facilities shall commence when the certificate of occupancy is issued for a home on a lot.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment, including the assessment for recreation facilities, not paid within fifteen (15) days after the due date shall bear interest from the due date at the maximum legal rate. The Association and/or the Developer may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in any manner authorized by law. In either event, the delinquent Owner shall pay for the cost of bringing this suit, including reasonable attorney's fees (which shall include those incurred on an appeal). The Owner shall also be required to pay any assessments, including interest, against the Lot which became due during the period of such suit or foreclosure. The Association shall have the right and power to bid at any foreclosure sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the recreation area, Common Area or abandonment of his Lot. The lien for unpaid assessments shall attach to the respective Lot(s) only from the time of recording a notice of the same in the Public Records of Lake County, Florida, setting forth the Lot(s) Owner(s), amount, and assessment due date. Such notice shall be executed and acknowledged by a duly authorized officer, agent, or attorney of the Association or the Developer. Unless such notice is rerecorded or Lis Pendens filed within one (1) year from recording of such notice, the lien shall lapse and be of no further force and effect whatsoever and the Lot(s) shall be

exonerated from such charge and lien as reflected in the notice. However, the personal obligation shall remain and unless the Lot(s) have been conveyed to a new Owner, the lien will again become a charge against the Lot(s) upon the recording of a new notice. Any lien established hereunder shall be foreclosed in the same manner as a mortgage.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice or claim of lien. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to foreclosure. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Exterior Maintenance

Section 1. Maintenance of Lot and Premises. Each Lot Owner shall be responsible for the maintenance and repair of his Lot and premises and any improvements located upon the Lot. 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. Lawns and landscaping shall be properly maintained.

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

ARTICLE VII

General Restrictions

Section 1. Residential Use Restrictions. No Lot, except those Tracts designated for recreational use or Common Areas, shall

be used except for residential purposes, except that notwithstanding this restriction, the Developer and/or its successors or assigns may from time to time designate certain Lots for use or uses as parks, sales or general business offices, field construction offices, model homes, utility facilities, storage facilities, vehicular and equipment parking and facilities to serve the Lots or Lot Owners. Nothing shall be done on any Lot which may become a nuisance or an unreasonable annoyance to the neighborhood.

Section 2. Common Area Restrictions. Those parcels designated as Common Areas upon the plat or otherwise designated as Common Area shall be devoted to the common use and enjoyment of Owners of Lots in Groves at Baytree, and any lands, Lots or Common Areas which may be subjected to the Declaration. Such Common Area uses may include recreational areas and facilities, utilities facilities, storage areas and facilities, vehicular and equipment parking, and the like.

Section 3. Contractor Approval. Developer and/or its assigns shall be the sole party to construct residences in the subdivision. However, Developer may permit one or more contractors to so construct but such permission will not waive Developer's right to deny at anytime thereafter the approval of a contractor to construct in such subdivision. The right to approve another contractor is within the sole discretion of Developer and no party may question the reasonableness thereof.

Section 4. 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 pets may be kept, provided it is not kept for commercial purposes. A maximum of five (5) household pets may be kept. 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 and recreation areas. Household pets will not be allowed to annoy other Lot Owners or trespass on their Lots and if a pet becomes a nuisance, the Owner, upon request by Developer or the Association, must abate the nuisance. All pets must have every immunization required by law, and specifically must have annual rabies immunizations.

Section. 5 Temporary Structures. The lots shall be used strictly for one (1) residential unit. No structure of a temporary character, trailer, 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 office used by the contractor.

Section 6. 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 7. 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.

A. Definitions: "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

B. Duties of Association: The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

C. Covenant for Maintenance Assessments for Association: Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

D. Easement for Access and Drainage: The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon

any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management systems required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

E. Amendment: Any amendment to the Covenants and Restrictions which alter any provision relating to 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.

F. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 8. Satellite Dishes. Satellite dishes shall not be allowed on any Lot except those explicitly permitted by Federal and/or State laws, provided that satellite dish antennas, not exceeding 1 meter in diameter, must be installed on the least intrusive and visible position of a lot that permits clear reception of signals.

Section 9. Antennas and Clotheslines. No aerials or antennas of any kind are permitted in the subdivision unless approved by the Developer. No clotheslines or drying of clothes is permitted outdoors.

Section 10. Guests. No Owner may have guests reside in his Unit for more than thirty (30) days without the prior written approval of the Homeowners Association and/or Developer.

Section 11. 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 12. 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 13. Prohibited Vehicles. No machinery, commercial trailer, semi-trailer, or tractor-trailer, nor any truck having a load rating in excess of one (1) 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 14. Parking and Storage of Motorized Vehicles. A maximum of four (4) motor vehicles, two (2) mopeds or motorcycles, and two (2) golf type carts may be kept on any Lot, and such vehicles shall not be permitted to park on the streets of the subdivision, but must be kept within the boundaries of the paved driveway. No vehicle shall be parked or kept in any yard. No boats, boat trailers, travel trailers, recreational vehicles, motor home or similar vehicle shall be kept on any Lot except for loading or unloading before or after a trip and then not to exceed twenty four (24) hours at any one time, unless they are kept in an enclosed garage.

Section 15. Exterior Decoration. No Owner shall be allowed to place and/or erect any figurine or flagpole on the Lot without approval of Developer.

Section 16. Exterior Alterations Prohibited. No change in the exterior of a Unit is allowed without approval of Developer or Homeowner's Association if Developer is no longer active. This shall include but not be limited to the alteration of the numerical designation of Units as installed by the Developer, the placement of any additional numerical designations on the Unit and/or the installation of any signs, or letters on the exterior of the Unit. This prohibition does not include necessary repair and maintenance so long as such repair or maintenance does not physically alter the appearance of the Unit's exterior. Further, no window air conditioning units may be installed. No fences shall be erected on any Lot or Lots, without approval of the Developer, or the Association, if the Developer is no longer active in the Development, and may not extend streetward pass the front line of the house and may not exceed six (6) feet in height. Below ground swimming pools are allowed with approval of plans. Playground equipment must be kept in rear yard.

Section. 17. Garage. The garage portion of each residence, which is that portion of the residence the primary function of which is to house automotive vehicles, must remain a garage and cannot be converted to any other use or purpose and the garage must house at least two (2) vehicles.

Section 18. Filling or Excavating. No parcel shall be excavated or elevated where such activity materially affects the surface grade of the surrounding land.

Section 19. Three-Wheelers and All Terrain Vehicles. No vehicles commonly known as "three-wheelers", "all terrain vehicles" or off road motor bikes or dirt bikes shall be operated within the subdivision. In no instances shall "three-wheelers" or "all terrain vehicles" be used within the subdivision as pleasure vehicles. This section shall be strictly enforced.

Section 20. Garbage Cans. No garbage cans shall be visible from the paved road except on days of pickup. Garbage cans for each Unit are to be kept in the Unit's garage except on those days when the garbage is collected.

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

ARTICLE VII

DEVELOPER'S RIGHTS

Section 1. Developer's Right to Assign. Subject to the laws of the State of Florida, Developer shall have the right to assign, transfer or convey, to any person or entity, its interest in the subdivision and its rights and obligations hereunder and such right cannot be modified or cancelled pursuant to any other section of this Declaration.

Section 2. Developer's Right to Divide Property. Developer shall have the right to modify or resubdivide any portion of the lands not sold to purchasers.

Section 3. Annexation. Developer reserves the right from time to time, and at any time, in its sole and absolute discretion, to cause additional lands or phases of Groves at Baytree, including Lots and Common Areas, to become subject to this Declaration. Each such additional phase shall become subject to this Declaration upon the recording of an amendment to the Declaration or Supplemental Declaration, executed by Developer only, adding the lands or phase so identified. Developer is not obligated to add any additional phases or lands.

ARTICLE VIII

General Provisions

Section 1. Enforcement. The Developer, the Association, or any Owner shall have the right to enforce by judicial proceedings, all rules, regulations, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer, the Association or any Owner to enforce any covenant or restriction

herein contained shall in no event be deemed a waiver of the right to do so thereafter. In no event may any Lot Owner maintain a cause of action against the Developer for failure to enforce a covenant or restriction contained herein.

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

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

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

Section 5. Amendment Altering Surface and Stormwater Management System. Any amendment to this Declaration of Covenants, Conditions, Restrictions, and Easements of The Groves at Baytree which would alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

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

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

Witnesses:

UNITED PARTNERS GROUP, LTD., a Florida limited partnership

Joann Robbins
Witness Signature

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

JOANN ROBBINS
Printed Witness Name

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

Ralph J. Roper
Witness Signature

RALPH J. ROPER
Printed Witness Name

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 8 day of FEBRUARY, 2000, by HAROLD F. HOLLAND, as President of Harold Holland Development, Inc., a Florida corporation, as General Partner of United Partners Group, Ltd., a Florida limited partnership, and who:

is personally known to me.

produced Florida driver's license as identification.



Joan T. Halvorsen
MY COMMISSION # CC553225 EXPIRES
August 16, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

Joan T. Halvorsen
Notary Public Signature

My commission expires: