

R UNITED PARTNERS GROUP
129 JUNIPER WAY
TAVARES, FL 32778

CFN 2007153481
Pk 03543 Pgs 2110 - 2112; (3pgs)
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NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 27.00

**FIFTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GROVES AT BAYTREE**

This Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Groves at Baytree is made and entered into this 19 day of NOVEMBER, 2007.

WITNESSETH:

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Groves at Baytree were recorded February 8, 2000 in Official Records Book 1792, Page 2154, Public Records of Lake County, Florida; with various amendments thereto, all of which are hereinafter referred to as "Covenants";

WHEREAS, Developer now owns more than twenty (20%) percent of the Lots approved for the Groves at Baytree, therefore, pursuant to Section 4 of Article VIII of the Covenants.

NOW, THEREFORE, the above Declaration of Covenants, Conditions and Restrictions for Groves at Baytree are hereby amended as follows:

1. Article IV, Section 9, of the Covenants are deleted in its entirety and the following Sections 9 and 10 inserted therefor:

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 and there shall be assessed an administrative late fee of \$15.00 for each instalment past due. The Association and/or the Developer may bring an action at law against the Owner personally obligated to pay the same, or foreclose a lien filed against the property in the manner authorized by law. In any action to recover assessments, interest and fines and/or to foreclose a claim of lien filed against a Lot, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court. The Owner shall be required to pay any assessments, including

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interest and any late fee incurred, 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, including interest and late fees, shall attach to the respective Lot(s) 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) name, amounts of assessments, interest and late fees, 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 the 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 claim. Any lien established hereunder shall be foreclosed in the same manner as a claim of lien under Chapter 713, Florida Statutes.

Section 10. Levy of Fines and Suspension of Use Rights.

1. The Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$100.00 per violation, against any Owner or any tenant, guest, or invitee, for violation of any Association rules and regulation and Declaration of Covenants for the Association. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$2,000.00. A fine shall not become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court.

(a) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(b) Suspension of common-areas-use rights shall not impair the right of an owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

2. The Association may suspend the voting rights of an Owner for the nonpayment of regular annual assessments that are delinquent in excess of 90 days.

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IN WITNESS WHEREOF, the undersigned, being the Developer, has hereunto set its their hand and seal this 19 day of NOVEMBER, 2007.

Witnesses:

UNITED PARTNERS GROUP, LTD., a Florida limited partnership

[Signature]
Witness Signature

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

GLEN E BOESCHEN
Printed Witness Name

By: [Signature]
HAROLD F. HOLLAND, President

[Signature]
Witness Signature

GENE E. BUCKNER
Printed Witness Name

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 19 day of NOVEMBER, 2007, 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 know to me; or

produced Florida driver's license as identification.



Joan T. Halvorsen
Commission # DD319332
Expires August 16, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

[Signature]
Notary Public Signature

My commission expires: 8-16-08

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