

Record and Return to:  
Boyette, Cummins & Nailos, PLLC  
1635 East Highway 50, Suite 300  
Clermont, FL 34711



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

This Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Groves at Baytree is made and entered into this 23<sup>rd</sup> day of May, 2014.

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 the authority of Section 4 of Article VIII of the Covenants, Developer has the authority to amend the Covenants.

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

1. Section 5 of Article I is amended to delete the current Article 1 and substitute the following:

"Developer" means United Partners Group, Ltd., a Florida limited partnership and where the context requires or permits, shall include other developers, if other developers acquire more than Ten (10) undeveloped lots for the purpose of development and such developers are 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 other developers capacity at any given time.

Any assignment of development rights to other developers shall not include the assignment of any rights in the recreational facilities which the original developer shall continue to own exclusively until sold to another developer or the Homeowners Association. The original developer will continue to solely manage the association until turnover to the Homeowners Associates as provided for herein. Other developers will have voting rights the same voting rights as Developer, three (3) votes for each lot owned, in respect to voting in the Homeowner association.

2. Section 3 of Article III of the Covenants is amended by adding the following:

Until the Homeowner Association purchases the recreational facilities from the developer or other developers the monthly association assessments and fees under these

Covenants shall continue without reduction or abatement. Developer and successors are obligated to provide, maintain and manage the recreational facilities until purchased by the Homeowners Association. Developer will comply with Florida Statue 720.31(1)(2) in respect to any sale of recreational facilities.

3. Section 7, Article IV, is amended to delete the current Section and substitute the following:

Section 7. Developers' Assessment. Notwithstanding the foregoing requirement of uniformity or any other provision of the Declaration or Association's article of Incorporation or Bylaws to the contrary, there shall be no specified monthly assessments against any Lot in which the Developer or other developers own any interest or upon which a model home is located. However, any lots sold to others developers shall require such developers to erect a unit on such lots within three (3) years of the purchase thereof. If not erected in the time frame, then such developers will immediately commence monthly payments of the assessments levied under these Covenants. Developer and other Developers shall pay the monthly assessment for units owned by Developer and any other Developers and rented. Even though there are no specified assessments, except for 3 years requirement of other Developers, the Developers shall be responsible for the upkeep and maintenance of those Lots that are owned and offered for sale by the Developer and other Developers.

IN WITNESS WHEREOF, the undersigned, being the Developer, has hereunto set its their hand and seal this 23<sup>rd</sup> day of May, 2014.

UNITED PARTNERS GROUP, LTD.  
A Florida limited partnership  
BY: Harold Holland Development, Inc., a  
Florida corporation, Its: General Partner

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

[Signature]  
Witness Signature

NORMAN C. COMPTON  
Print Witness Name

[Signature]  
Witness Signature


A Michele Gibbs  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May, 2014, 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.

  
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Notary Public Signature

My commission expires:

