

AMENDED
BY-LAWS
OF
BAYTREE VILLAGE CONDOMINIUM, INC.

ARTICLE I: NAME AND LOCATION

Section 1. The name of this corporation, which has been duly incorporated under the laws of Florida, as a non-profit corporation, shall be the Baytree Village Condominium, Inc. This corporation shall be referred to hereinafter as the "Association" and its office shall be located at Moree Loop, Winter Springs, Florida 32708.

ARTICLE II: PURPOSE

Section 1. This Association has been organized as a non-profit corporation pursuant to the provisions of Chapter 617, Florida Statutes, for the purpose of operating and managing a condominium, pursuant to the provisions of Chapter 718, of the Florida Statutes. The Condominium to be operated and managed by this Association more particularly set forth in the Declaration of Condominium of BAYTREE VILLAGE, a Condominium.

ARTICLE III: MEMBERS

Section 1. All of the owners of the Condominium Units shall be members of this Association. Upon recording a deed establishing a change of record title to a Condominium Unit in the Condominium, and the delivery to the Association of a true copy of the said recorded instrument, the new owners designated by said instrument shall become members of the Association, and the membership of the prior owner shall be thereby terminated, so long as both the new and old owner have complied with the regulations concerning transfers in the Declaration of Condominium.

Section 2. Each Unit owner shall be entitled to one vote and no votes shall be split. No Unit owner shall be entitled to vote who is not current with his financial obligations to the Association.

Section 3. The determination of persons entitled to vote shall be based upon the true copy of record title to the Unit, as furnished to the Association at its office.

Section 3.1. If a Unit is owned by more than one person, or is under lease, the person entitled to cast a vote for the Unit shall be designated by a voting certificate, signed by all of the record owners of the Unit, and filed with the Association.

Section 3.2. If a Unit is owned by a corporation, the person entitled to cast a vote for the Unit shall be designated by a voting certificate signed by the President or Vice President and attested by the Secretary of the owner corporation and filed with this Association. Such voting certificate shall be valid until revoked or until superseded by a subsequent voting certificate, filed with the Association, or transfer of ownership of the Unit, as above specified. A voting certificate designating the person entitled to cast a vote of a Unit, may be revoked by any owner of a Unit, by filing a written revocation with the Association. If such a voting certificate is not on file, or if it has been revoked, the vote of such owner or owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

ARTICLE IV: MEETINGS

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Section 1. The annual members' meeting shall be held at 7:30 o'clock P.M., on the first Wednesday in March of each year, at the Highlands Club House. At such meeting, the members shall elect Administrators to serve until the next annual meeting of the members, or until their successors shall be duly elected and qualified, and for each other business as may be authorized to be transacted by the members. Provided, however, if said meeting date falls on a legal holiday, the meeting shall be held at the same hour on the next day. The annual meeting may be waived by unanimous agreement of the members in writing which provides for the naming of Administrators not otherwise designated.

Section 1.1. The first annual meeting of the members shall be held on the first Wednesday in March of 19 . The holding of the first annual meeting may be accelerated if, in the opinion of the said Association, it is advisable to hold said meeting.

Section 2. Any special meeting of the members will be held at the same place as the annual meeting. Such special meeting may be called at any time by the President, or in his absence, the Vice President, or by a majority of the Board of Administrators of the Association; and such meeting must be called by such persons, upon receipt of a written request from members entitled to cast forty-five percent (45%) of the vote of the entire membership.

Section 3. Notice of the time and place of all annual and special meetings shall be mailed by the President or Vice President or Secretary to each member and posted in a conspicuous place on the condominium property not less than fourteen (14) days prior to the date of the posting, to the address of said member as it appears upon the books of the Association unless waived in writing by the member. A certificate of the officer mailing said notice shall be prima facie proof that said notice was given. Notice of a meeting may be waived before or after meetings and action may be taken by written agreement.

Section 4. The President, or in his absence, the Vice President, shall preside at all annual, or special meetings of the members, or a third person may serve in capacity of temporary Chairman, if consented to by a majority of the members present in person at the meeting.

Section 5. A quorum for members' meetings shall consist of persons present in person, or by proxy entitled to cast more than thirty-three percent (33%) of the vote of the entire membership. In the event that a quorum is not present, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future date. A quorum once established at a meeting cannot be destroyed by the withdrawal of members present in person or by proxy. The acts approved by a percentage vote of fifty percent (50%) of the members voting in person or by proxy, at which a quorum is present shall constitute the acts of the members, except where approval by a greater percentage vote of the members is required by the Declaration of Condominium, Articles, these By-Laws, or the said Condominium Act.

Section 6. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with the Association prior to the particular meeting designated therein, or any adjournment thereof, and entered of record in the minutes of the meeting. No proxy shall be valid unless the same is executed by the person holding a voting certificate for the particular Unit, as specified in Section 3 of Article III; or unless said person is the sole owner of the Unit, pursuant to the record title furnished to the Association, as provided in Section I of Article III. Proxies shall be valid only for the particular meeting designated therein.

Section 7. Annual or special meetings of the members may be held at any time, without notice, with the written consent of members entitled to cast fifty percent (50%) of the vote of the membership.

Section 8. If any meeting of members cannot be organized because a quorum has not attended or furnished proxies, the members present in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 9. The order of business at all meetings of the members, where applicable and where no other agenda has been approved by the presiding officer shall be as follows:

- (a) Election of Chairman of the meeting.
- (b) Election of Secretary of the meeting.
- (c) Calling the roll and certifying proxies.
- (d) Proof of notice of meeting or waiver of notice.
- (e) Reading and disposal of any unapproved minutes.
- (f) Reports of officers.
- (g) Reports of Committees.
- (h) Election of inspectors of elections.
- (i) Election of Administrators.
- (j) Unfinished business.
- (k) New business.

Section 10. The Association proceedings shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles and By-Laws of this corporation, or with statutes of Florida, or the Declaration of Condominium.

ARTICLE V: ADMINISTRATORS

Section 1. The business and affairs of the Association shall be managed by a Board of Administrators who shall be elected by the members. Said Board of Administrators shall consist of seven (7) persons.

Section 2. The number of Administrators shall be seven (7) persons, of which the three (3) receiving the most votes shall serve for two (2) years, and the remaining four (4) members shall serve for a period of one (1) year. Thereafter, at each regular annual meeting of the members, successors shall be respectively elected for a term of two (2) years. The owners of each Unit, or the person entitled to vote for each Unit as set forth in Article III, Section 3, shall be entitled to vote his percentage vote for each Administrator to be elected. Any nominee declared elected must receive a plurality of votes.

Section 2.1. It shall be necessary, that any member of the Board of Administrators be the owner of a Unit, or an officer of the corporation owning a Unit, or the trustee of a trust owning a Unit. Provided, however, that at least five (5) of the Administrators must be full time residents of this Condominium.

Section 2.2 An Administrator may be removed for cause or for the failure to be either the owner of a Unit, have an interest therein, or in the event of corporate ownership, failure to be an officer of designated agent thereof. The removal of an Administrator pursuant to this paragraph shall be taken at a special meeting called for that purpose.

Section 3. In the event of a vacancy occurring in the Board of Administrators, the remaining Administrators shall elect one (1) of the members to serve as an Administrator for the unexpired term of the former Administrator.

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Section 4. After the first annual meeting of the members, an Administrator may be removed from office, with or without cause, by the affirmative vote of sixty-six (66%) of the votes cast by the Unit owners, at any regular or special meeting.

Section 5. The first meeting of a newly elected Board of Administrators shall be held within ten (10) days of election at such place as shall be fixed by the Administrators at the meeting at which such Administrators were elected, and no notice shall be necessary to the newly elected Administrators in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 6. Regular meetings of the Board of Administrators shall be held at such time and place as shall be determined from time to time by a majority of the Administrators. Notice of such regular meetings of the Board shall be given to each Administrator personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting, or may be held without prior notice if all Administrators waive notice in writing before the meeting, or ratify the action taken at the meeting by written approval signed after the meeting is held.

Section 6.1. The Administrators may establish a schedule of regular meetings to be held in the offices of the Association and no further notice shall be required to be sent to the said Administrators of said regular meetings, once said schedule has been adopted.

Section 7. Special meetings of the Board of Administrators may be called by the President on three days' notice to each Administrator given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting (as hereinbefore provided). Special meetings of the Board of Administrators shall be called by the President or Secretary, in like manner and on like notice on the written request of at least three (3) Directors.

Section 8. Before or after any meeting of the Board of Administrators, any Administrator may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Administrator at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Administrators are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. At all meetings of the Board of Administrators, a majority of the Administrators shall constitute a quorum of the transaction of business, and the acts of the majority of the Administrators present at a meeting at which a quorum is present shall be the acts of the Board of Administrators. The joinder of an Administrator in the action of a meeting by signing a concurrence in the minutes thereof within ten (10) days after such meeting shall constitute the presence of the Administrator for the purpose of determining a quorum. If at any meeting of the Board of Administrators, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting originally called, may be transacted without further notice. The President of the Association shall act as Chairman of the Board of Administrators and he shall be entitled to vote as a member of the Board of Administrators on all questions arising before the Board of Administrators.

Section 10. The Board of Administrators shall have all of the powers vested in it under common law, and pursuant to the Florida Condominium Act, as amended from time to time, together with any powers granted to it pursuant to the Articles of Incorporation, the Condominium Documents, subject only to such approval of the owners of Units, or as may be required by these By-Laws, the Articles of the Association, and the Condominium Documents.

Such powers shall include but shall not be limited to:

- (a) Management and operation of the Condominium.
- (b) Making and collecting assessments from members for the purpose of operating and managing the Condominium, paying all costs and expenses.

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(c) Maintenance, repair and replacement of Condominium property; and using proceeds of assessments in the exercise of its duties.

(d) Reconstruction of improvements after any casualty, and the further improvement of the Condominium Property.

(e) Hiring and dismissing any necessary personnel required to maintain and operate the Condominium, which may include the retaining of and payment of reasonable compensation to independent contractors, such as accountants, attorneys, and brokers to accomplish and carry out its powers and duties.

(f) Making and amending from time to time the regulations respecting use of the Condominium Property.

(g) The approving or disapproving of proposed purchasers, lessees and mortgagees of Units, in the manner provided in the Declaration of Condominium and the Rules and Regulations adopted by the Board of Directors, pursuant thereto.

(h) The carrying and paying of premiums for such insurance as may be required for the protection of the owners of Condominium Units, and the Association against any casualty or any liability to third persons, and the paying of all power, water, sewer and other utility services rendered to the Condominium, not billed to the Unit Owners.

(i) The employment of a management agent or entity at compensation established by the Board, and the power to delegate to a management agent or agency such powers and duties as the Board shall authorize, except such as are specifically required by the Declaration of Condominium to have the approval of the Board of Directors or the membership of the Association; and specifically this power shall include the power to delegate powers and duties of the Board to a common management agency or entity, which may be a non-profit corporation to operate and manage this Condominium together with Manager as each said Condominium is completed.

(j) The enforcing by legal means of the provisions of the Condominium Documents, and the Articles of Incorporation, the By-Laws of the corporation and the regulations for the use of the property in the Condominium.

(k) The paying of any taxes or special assessments against any Condominium Unit where the same are in default, and to assess the same against the said Unit, subject to said taxes and liens.

(l) The paying of any taxes or special assessments on any Condominium Unit acquired by the Association through the enforcement of any lien held by the Association against said Unit, or otherwise acquired.

(m) The acquiring of the title by foreclosure or by deed of conveyance to any Condominium Unit; provided, that the title to the said Unit and all appurtenances shall be held in trust for the use and benefit of all of the owners of the Units in this Condominium.

Section 11. Notwithstanding anything contained herein to the contrary the meetings of the Board of Administrators shall be open to all Unit Owners and adequate notice of all meetings shall be posted conspicuously on the Condominium property at least forty-eight (48) hours in advance except in emergencies.

ARTICLE VI: OFFICERS

Section 1. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, all of whom shall be elected annually by the Unit Owners.

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Section 1.1. The Administrators may appoint an Assistant Treasurer and Assistant Secretary and such other officers as in their judgment may be necessary. The office of the Secretary and Treasurer may be filled by the same person. The Board of Directors may from time to time elect such other officers and designate their duties and powers, that the Board determines to be necessary to manage the affairs of the Association. Such other officers need not be members of the Board.

Section 2. The officers of the Association shall be elected by the Unit Owners at the annual meeting in the same manner and for the same term as Administration, or until their successors are duly elected and qualified, except that upon the affirmative vote of a majority of the Unit Owners, any officer may be removed, with or without cause, and a successor appointed.

Section 3. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board of Administrators. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including, but not limited to the power of appointing committees from among the members, from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Administrators shall appoint some other member of the Board to so act, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Administrators.

Section 5. The Secretary shall issue notice of all Administrators and members meetings and shall attend and keep minutes of the same; shall have charge of all Association books, records and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all contracts or other documents required to be signed on behalf of the Association and shall perform all such other duties as are incident to his office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary.

Section 6. The Treasurer shall have the responsibility for Association funds and securities, and shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 7. Any vacancy in the office of the President, Vice President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, or any other office or employee for any reason whatsoever, may be filled by the Board of Administrators at any regular or special meeting which may elect a successor to the vacant office, who shall hold office for the balance of the unexpired term.

Section 8. The compensation of all officers and employees of the Association, shall be fixed by the Administrators. This provision shall not preclude the Board of Administrators from employing an Administrator or managing agent or other entity, nor preclude the Board from contracting with an Administrator for the management of the Condominium; none of the foregoing provisions shall bar or preclude the delegation of some or all of the duties of the above officers, to a managing or administrative agent or other entity.

ARTICLE VII: FINANCE

Section 1. The funds of the Association shall be deposited in a bank of Seminole County, and shall be withdrawn only upon the check or order of such officers, employees, or agents as are designated by Resolution by the Board of Administrators from time to time.

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Section 9. Assessments against the Unit Owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before the 1st day of January preceding the year for which the assessments are made. Such assessments shall be due and payable in twelve (12) equal installments on the first day of each and every month during the year for which the assessments are made. If the annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment and monthly installments on such assessment shall be due upon each installment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors, if the accounts of the amended budget do not exceed the limitations set forth above for that year. Any account that does not exceed such limitation shall be subject to the approval of the membership of the Association as previously required by these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which an amended assessment is made shall be due and payable in equal monthly installments on the first day of each and every month during the remaining portion of said calendar year. The first assessment shall be determined by the Board of Administrators of the Association.

Section 10. Where the mortgagee of a first mortgage of record or other purchaser of a Condominium unit obtains title to the Condominium parcel as a result of foreclosure of the first mortgage, or by deed the mortgage in satisfaction of said mortgage, such acquirer to title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such Condominium parcel or chargeable to the former Unit Owner of such parcel which became due prior to acquisition of title as a result of the foreclosure of such deed. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the Unit Owners including such acquirer, his successors and assigns, and any lien recorded because of any delinquent assessment shall be satisfied of record upon proof that a mortgagee has obtained such title by foreclosure deed or otherwise.

Section 11. Acceleration of assessment installments upon default. If the owner of a unit shall be in default in the payment of an installment upon an assessment, the Board of Administrators may accelerate the remaining installments of the assessment upon notice to owner of the unit, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the owner of the unit, or not less than twenty (20) days after the mailing of such notice to the owner of the unit by registered or certified mail, whichever shall occur first.

Section 12. Assessments for emergencies. Assessments for common expense in emergencies which cannot be paid from the annual assessment for common expenses shall be made only after notice of the need for such is given to the owners of units concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the owners of units concerned, the assessment shall become effective in lieu of foreclosure, then it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

Section 13. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Administrators, and in which the monies from such accounts shall be withdrawn only by checks signed by such persons as are authorized by the Directors.

ARTICLE VIII: AMENDMENTS

Section 1. The Articles of this corporation may be amended by the members at duly constituted meetings, called for such purpose, or at an annual meeting provided notice of the proposed changes have been furnished in writing to all members or persons entitled to vote thereof, at least thirty (30) days prior to the said meeting.

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Section 2. The By-Laws may be amended by the Association in the same manner as set forth in Section 1 above for the amendment of the Articles and as provided in Article XXII of the Declaration of Condominium.

Section 3. The Declaration of Condominium may be amended in accordance with the provisions of the Declaration of Condominium.

Section 4. The effectiveness of any amendment of the Articles or By-Laws shall date from its recordation with the Clerk of the Circuit Court in Orange County.

Section 5. The Board of Administrators of the Association may from time to time make, adopt, amend and endorse reasonable regulations respecting the use of the respective Condominium properties, and any property in which the Association owns an interest.

Section 6. An owner of a unit shall pay all ad valorem taxes on his particular unit, whether assessed directly or assessed against the Condominium as a whole, and prorated by the Board of Administrators of the Association.

Section 6.1. An owner of a unit shall maintain his unit so that the unit or any other Unit Owner will not be damaged by this neglect.

Section 6.2. An owner of a unit shall maintain all of the interior installations of the unit, including the maintenance of the water, light, power, sewage, telephone, air-conditioners, sanitary installations, doors, windows, lamps and other accessories belonging to the particular unit and now owned by the Association or covered by the insurance maintained by the Association.

Section 7. No object shall be placed in or on the common area by a Unit Owner which will interfere in any manner with the use of said area, or render said area unsightly.

Section 8. A person or persons designated by the Board of Administrators of the Association shall be granted permission by an owner to enter his unit in any case of emergency or to make repairs which are immediately necessary. The cost of said repairs, if they incur inside the unit, shall be borne by the Unit Owner.

The foregoing were duly adopted as the Amended By-Laws of BAYTREE VILLAGE CONDOMINIUM, INC., being a corporation not for profit under the laws of the State of Florida, at a meeting of the members called for such purpose on October 15, 1980.

BAYTREE VILLAGE CONDOMINIUM, INC.

By: Marjorie Madry
President

Attest: [Signature]
Secretary



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BAYTREE VILLAGE CONDOMINIUM, INC.

LEASE APPLICATION

THIS SECTION TO BE FILLED OUT BY UNIT OWNER/LESSOR:

Unit Owner's Name _____ Bldg. # _____ Unit # _____

Owner's Address _____

Owner's Phone (Home) _____ (Work) _____ (Cell) _____

Is this transaction being handled by a Realtor? Yes _____ No _____

Leasing Agent's Name _____ Phone: _____

Address: _____

How many times in the preceding twelve (12) months has the above unit been rented? _____

(Use Restrictions PROHIBIT leasing more than four (4) times in a twelve (12) month period.

Has the Lessor executed any agreement whereby the Lessee has an OPTION TO PURCHASE? Yes _____ No _____

Specify: _____

Is proposed Lease assignable? Yes _____ No _____ If Yes, Must have BOARD APPROVAL.

Date of Lease commencement _____ Occupancy Date: _____ Initial Term of Lease _____ Months.

Do you acknowledge that any subsequent Lease of Unit is subject to prior Approval of the Baytree Village Condominium, Inc. Board of Directors? Yes _____ No _____

Do you acknowledge that occupancy of the unit is restricted to SINGLE FAMILY residency? Yes _____ No _____

Do you acknowledge that occupancy is restricted to no more than two (2) persons per bedroom? Yes _____ No _____

THIS APPLICATION WILL NOT BE ACCEPTED UNLESS A COPY OF THE LEASE IS ATTACHED

THIS SECTION TO BE FILLED OUT BY PRIMARY LESSEE:

1st Lessee Name: _____ Social Security Number: _____
Date of Birth: _____ Married _____ Single _____ Phone (Home) _____ (Work) _____
Present Address: _____

Present Landlord/Mortgage Holder: _____ Phone: _____
Address: _____
Length of Residency: _____ Monthly rent or mortgage payment _____

Previous Address: _____
Previous Landlord/Mortgage Holder: _____ Phone: _____
Address: _____ Length of Residency: _____

Lessee's Occupation: _____ Present Employer: _____
Address: _____
Phone: _____ Position: _____ Length of Employment: _____
Income: _____ per _____

Have you ever been a defendant in a Foreclosure Action? Yes _____ No _____ If Yes, explain: _____

Have you ever been a defendant in an eviction? Yes _____ No _____ If Yes, explain: _____

Have you ever been required to vacate premises prior to termination of Lease? Yes _____ No _____ If Yes, explain: _____

Number of Residents in Family _____ Number Adults _____ Number Children _____

Ages of Children under 18 Years Old: _____ Boys _____ Girls _____

Number of Vehicles in Family: _____

Make/Model: _____ Year _____ Color: _____ License Tag #: _____ State: _____

Make/Model: _____ Year _____ Color: _____ License Tag #: _____ State: _____

Lessee's Driver's Lic. #: _____

Note: Commercial vehicles (with signs), boats, trailers of any type, recreational vehicles, etc are NOT permitted!

Number of Pets: _____ Type: _____ Weight: _____ Lbs. (No exotic animals are permitted.)
(Pets are restricted to one dog OR one cat. Pet cannot exceed 25 lbs. at maturity.)

Do you plan to be a year round resident? Yes _____ No _____ If no, what is your plan of residency?
Explain: _____

Other Address: _____ Phone: _____

Have you received and read and do you understand and agree to abide by the Rules & Regulations involved?
Yes _____ No _____ If no, explain: _____

Do you acknowledge that sub-letting of the unit is prohibited? Yes _____ No _____
Note: Use of the unit is restricted to single family residency with no more than two (2) persons per bedroom.

THIS SECTION TO BE FILLED OUT BY SPOUSE OR ADDITIONAL LESSEE:

Lessee Name: _____ Social Security Number: _____

Date of Birth: _____ Married _____ Single _____ Phone (Home) _____ (Work) _____
Present Address: _____

Lessee's Driver's Lic. #: _____

Present Landlord/Mortgage Holder: _____ Phone: _____
Address: _____

Length of Residency: _____ Monthly rent or mortgage payment _____

Previous Address: _____
Previous Landlord/Mortgage Holder: _____ Phone: _____
Address: _____ Length of Residency: _____

Lessee's Occupation: _____ Present Employer: _____
Address: _____
Phone: _____ Position: _____ Length of Employment: _____
Income: _____ per _____

Have you ever been a defendant in a Foreclosure Action? Yes _____ No _____ If Yes, explain: _____

Have you ever been a defendant in an eviction? Yes _____ No _____ If Yes, explain: _____

Have you ever been required to vacate premises prior to termination of Lease? Yes _____ No _____ If Yes, explain: _____

Do you plan to be a year round resident? Yes _____ No _____ If no, what is your plan of residency?
Explain: _____

Other Address: _____ Phone: _____

Have you received and read and do you understand and agree to abide by the Rules & Regulations involved?
Yes _____ No _____ If no, explain: _____

Do you acknowledge that sub-letting of the unit is prohibited? Yes _____ No _____

Note: Use of the unit is restricted to single family residency with no more than two (2) persons per bedroom.

APPROVAL SUBJECT TO COMPLIANCE WITH THE DECLARATIONS OF CONDOMINIUMS OF BAYTREE VILLAGE CONDOMINIUM, INC.

Lessee's by their signatures below, agree and acknowledge that he/she will be responsible to notify the Board of Directors IN ADVANCE if any other persons will occupy the unit and will supply said person with a copy of the Rules & Regulations.

Additional occupants (over 18 years old) will be required to be interviewed and approved by the Baytree Village Condominium, Inc. Board of Directors.

I understand and represent that all of the above information is true and correct and that any misstatement or omission shall be subject to cause denial of the application.

LESSOR/S' SIGNATURE/S:

LESSEE/S' SIGNATURE/S:

_____	Date: _____	_____	Date: _____
_____	Date: _____	_____	Date: _____
_____	Date: _____	_____	Date: _____

Lessee/s by his/her signature/s above hereby consent to BAYTREE VILLAGE CONDOMINIUM, INC. and/or their representative _____ (Management Company) obtaining any and all information pertaining to applicant/s credit history and any information as necessary to approve this application.

THIS APPLICATION WILL NOT BE ACCEPTED UNLESS A COPY OF THE LEASE IS ATTACHED.

THIS APPLICATION IS APPROVED _____ NOT APPROVED _____.

BAYTREE VILLAGE CONDOMINIUM, INC.

Signature of Board Member: _____ Position: _____ Date: _____

Signature of Board Member: _____ Position: _____ Date: _____

BAYTREE VILLAGE CONDOMINIUM, INC.
RESERVE PARKING SPACE ASSIGNMENTS

Bldg 210 Moree Lp		
UNIT	1 -	# 2
"	2 -	# 41
"	3 -	# 3
"	4 -	# 1
"	5 -	# 7
"	6 -	# 6
"	7 -	# 5
"	8 -	# 4

Bldg 220 Moree Lp		
UNIT	1 -	# 15
"	2 -	# 14
"	3 -	# 11
"	4 -	# 13
"	5 -	# 01 *
"	6 -	# 10
"	7 -	# 9
"	8 -	# 8

Bldg 230 Moree Lp		
UNIT	1 -	# 19
"	2 -	# 18
"	3 -	# 21
"	4 -	# 20

Note * 220-Unit 5 space is # 01 in the event repairing eliminated space # 01 which is not on the parking lot drawings.

Bldg 240 Moree Lp		
UNIT	1 -	# 14
"	2 -	# 16
"	3 -	# 15
"	4 -	# 13
"	5 -	# 8
"	6 -	# 6
"	7 -	# 7
"	8 -	# 5

Bldg 250 Moree Lp		
UNIT	1 -	# 28
"	2 -	# 26
"	3 -	# 24
"	4 -	# 23
"	5 -	# 22
"	6 -	# 21
"	7 -	# 19
"	8 -	# 20

Bldg 270 Moree Lp		
UNIT	1 -	# 1
"	2 -	# 3
"	3 -	# 5
"	4 -	# 7
"	5 -	# 9
"	6 -	# 10

Bldg 280 Moree Lp		
UNIT	1 -	# 11
"	2 -	# 12
"	3 -	# 13
"	4 -	# 14
"	5 -	# 15
"	6 -	# 16
"	7 -	# 17
"	8 -	# 18

Bld 429-Sheeah Blvd		
UNIT	1 -	# 14
"	2 -	# 11
"	3 -	# 13
"	4 -	# 12
"	5 -	# 9
"	6 -	# 8
"	7 -	# 7
"	8 -	# 6
"	9 -	# 4
"	10 -	# 1
"	11 -	# 3
"	12 -	# 2

BAYTREE VILLAGE CONDOMINIUM, INC.
PET REGISTRATION FORM

In accordance with the Declaration of Condominium as stated below I am registering my pet. I realize that any pet I currently have residing in my unit must be registered and will be grandfathered into the community, however; after May 31, 2000 failure to register my pet and maintain the one (1) pet a weight limit will result in legal action to enforce the Covenants and Restrictions.

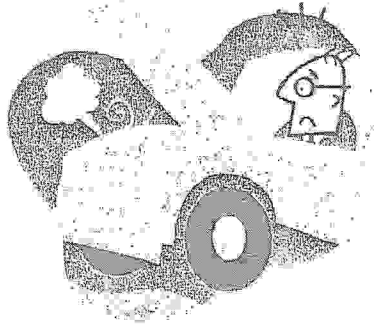
I. Pets: No pets, dogs, domestic cats, etc. shall be allowed to occupy the Units prior to approval, in writing, from the Board of Directors. Each Unit Owner may have as an occupant one (1) dog or one (1) cat only, not to exceed 25 pounds at maturity. It is understood and agreed the keeping of pets on the premise is a privilege, but not a right, and may be revoked by the Board of Directors or the Management Company upon thirty (30) days' written notice. All dogs and cats permitted on the premises shall be in fact under leash when walked or exercised on the Condominium Property. No pets shall be permitted in the recreational areas. Owners shall immediately remove from the premises his pet animal when such emits excessive noise, such as in the case of barking or howling, or becomes a nuisance, such as by virtue of a physical attack on any person authorized access to the Condominium Property. Each Unit Owner shall be responsible to remove any waste made by his pet animal, and shall be personally responsible for any costs incurred in the repair resulting from the pet's damage. Should such damage not be traceable to an individual pet, all owners of pets shall be proportionately assessed the costs involved in the repair, at the sole discretion of the Board of Directors or Management Company. Upon the death or disposal of the approved pet, any subsequent pet must first be approved in writing by the Board of Directors.

Type of Pet (description)	Weight at Maturity
---------------------------	--------------------

By signing I agree to adhere to the above restriction and will maintain my pet as governed in the by-laws of the Association.

Signature	Date
-----------	------

BAYTREE VILLAGE CONDOMINIUM ASSOCIATION, INC.



Parking Lot Assignment Information

Each unit is assigned **ONE (1) "RESERVED"** parking spot. A maximum of **TWO (2)** cars is permitted. Your assigned spot is permanently attached to your unit should you sell or lease your unit. If you have more than one vehicle, you will need to park it in a **"GUEST"** spot.

Should you park in another resident's reserved spot without permission or park in a fire lane, your vehicle is subject to be towed at your expense. As a courtesy to your neighbors, please advise your visitors to park in a spot market **"Guest"** and not in a **"Reserved"** spot.

No repair of any vehicle shall be made on condominium premises. Any vehicle which is not in a good state of repair or cannot operate on it's own power or is not **currently tagged** shall not remain on the premises for more than 48 hours. Violators will be subject to towing at the owner's expense. Vehicles leaking fluids that damage the pavement shall be removed immediately.

Reserved parking spot assignment for unit _____ is # _____.

BAYTREE VILLAGE CONDOMINIUM, INC

**BUILDINGS 429, 210, 220, 230, 240, 250, 270, 280, MOREE LOOP
WINTER SPRINGS, FL 32708**

NOTICE OF INTENT TO LEASE

THIS SECTION TO BE COMPLETED BY OWNER OR MANAGEMENT COMPANY

In compliance with the Declarations of Covenants and Restrictions of Baytree Village Condominium, Inc., I (We) hereby serve notice that as owner(s) of Building # _____ Unit # _____, I (We) intend to offer said unit for lease or occupancy. This notification conforms with the Association's Covenants and Restrictions. Said unit will be available for lease on _____ at a rate of _____ per month.

Said unit is to be leased or otherwise occupied for the period starting _____ and ending _____ at a rate of \$ _____ per month.

I understand that:

1. Leases or occupancy for less than six (6) months nor more than twelve (12) months are prohibited. Thirty days prior to the termination of the current lease, should current lessee desire to renew lease, I (We) will provide information relative to the continuation of the present lease or occupancy, and any changes that have occurred in the names of those occupying the unit, an update of telephone numbers, car description, new pet occupancy, etc.
2. I (We) hereby agree to provide and EXPLAIN a current copy of the Rules and Regulations of the Association to each lessee/occupant. I (We) understand that all owners are responsible for renter and occupant compliance with all the provisions of those Rules and Regulations and will inform lessee of this.
3. I understand that any damage to any common or limited common property caused by my lessee/occupant or their guest, is my financial responsibility.
4. The Association and its management agent, in the event it consents to a lease or occupancy, is hereby authorized to act as our agent with full power and authority to take such action as may be required. If necessary, to compel compliance by our lessee's or occupant and/or their guests, with provisions of the Declaration of Covenants and Restrictions of Baytree Village Condominium, Inc., its supportive exhibits, and Rules & Regulations of the Association, and where necessary to evict said lessee or occupant for non-compliance.
5. I will provide Baytree Village Condominium Association a completed prospective occupants application and set up an interview date for the lessee with the Sale/Lease Committee.
6. Unless you notify me to the contrary within fifteen (15) days from the date of your receipt of the prospective occupant's application, I will advise the prospective occupant that he/she is approved.

Signature _____ Date _____

Signature _____ Date _____

Owner/Agent Phone _____

2902291-3

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BOOK PAGE
SEMINOLE COUNTY
FLORIDA

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01828

AMENDMENT TO DECLARATION
OF CONDOMINIUM OF
BAYTREE VILLAGE CONDOMINIUM, INC.

This Amendment is being filed for the purpose of amending and adding to the certain declaration of condominium recorded in Official Records Book 1163, Page 1539, in the public records of Seminole County, Florida. Pursuant to Article 21 and Article 22, Paragraph S, of the afore-mentioned declaration of condominium, the board of directors of the condominium association, and the condominium developer hereby amend the declaration of condominium as follows:

Exhibit B located at Official Record Book 1163, Page 1572, shall be amended to include the attached certificate of surveyor. In witness whereof, Baytree Village, Inc., being the developer and Baytree Village Condominium, Inc, a Florida corporation, being the condominium association, have caused these presents to be signed in their names by their Vice-President and Assistance Secretary respectively and their corporate seals to be affixed this 26 day of April, 1978.

WITNESSES:

[Signature]
Oliver Estelle Smith
Louis Depina
[Signature]

BAYTREE VILLAGE, INC.
By: [Signature]
Vice-President
By: [Signature]
Assistant Secretary



[Signature]
Oliver Estelle Smith
Louis Depina
[Signature]

BAYTREE VILLAGE CONDOMINIUM, INC.
By: [Signature]
Vice-President
By: [Signature]
Assistant Secretary



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1166 1729

BOOK PAGE
SEMINOLE COUNTY
FLORIDA

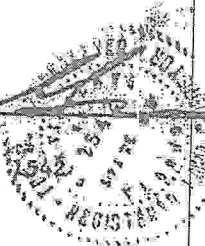
CERTIFICATE OF SURVEYOR

The undersigned being a licensed and registered surveyor of Grusenmeyer and Associates, does hereby certify that a survey was made of the lands described in this Declaration of Condominium and further does certify that this plot plan designated as Exhibit B consisting of sheet 1 through 2 inclusive, together with the declaration as recorded in Official Records Book 1163, Page 1539, Public Records of Seminole County, Florida, is a correct representation of the improvements described and that it can be determined therefrom, the identification, locations, dimensions and sizes of the common elements and of each unit contained therein.

Dated February 6, 1978.


Tom Grusenmeyer

Registration No. 15423



11661730

BOOK PAGE
SEMINOLE COUNTY
FLORIDA

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Gustavo Silvestri and Warren E. Williams to me known to be the persons described in and who executed the foregoing Amendment to Declaration of Condominium and acknowledged before me that they executed the same for the purposes therein intended.

WITNESS my hand and official seal in the county and state aforesaid this 26 day of April, 1978.

Clive E. Hill
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 28, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITING

11760879
BOOK PAGE
SEMINOLE COUNTY
FLORIDA

JUL 3 9 44 AM '78

029365

AMENDMENT TO DECLARATION
OF CONDOMINIUM OF
BAYTREE VILLAGE CONDOMINIUM, INC.

This Amendment is being filed for the purpose of amending and adding to that certain declaration of condominium recorded in Official Records Book 1163, Page 1539, in the public records of Seminole County, Florida. Pursuant to Article XXI and Article XXII, Paragraph S, of the afore-mentioned declaration of condominium, the board of directors of the condominium association, and the condominium developer hereby amend the declaration of condominium as follows:

Exhibit C located at Official Record Book 1163, Page 1575, shall be amended to include the attached corrective list. Additionally, the following sections are amended to correct errors in typing:

Article XX, Paragraph B, the word "Orange" should be "Seminole."

Article XIV, Paragraph J, after the word sole add, "discretion make such determination."

Article XIV, Paragraph Q, shall be amended to read as follows:

No automobile, truck, trailer, house trailer, boat trailer, recreational vehicle, commercial vehicle, and no boat of any kind shall be parked, left, or stored upon any lot or parking area within the Condominium Property except in parking spaces designated for such vehicles for more than 24 hours without the consent of the association. It shall also be impermissible to have any such vehicle or boat on the Condominium Property for more than 12 hours without such vehicle or boat being operable and in a good state of repair.

In witness whereof, Baytree Village, Inc., being the developer and Baytree Village Condominium, Inc., a Florida corporation, being the condominium association, have caused these presents to be signed in their names by their Vice-President and their corporate seals to be affixed this 27th day of June, 1978.

WITNESSES:



Lois Laprade

BAYTREE VILLAGE, INC.

By: 

Vice-President

This instrument was prepared by:
Warren Williams
Attorney at Law
P. O. Box 1215
Orlando, Florida 32802


100

SEMINOLE COUNTY
FLORIDA
JUL 3 1978

11760880

BOOK PAGE
SEMINGLE COUNTY
FLORIDA

WITNESSES:



Lois Laprade

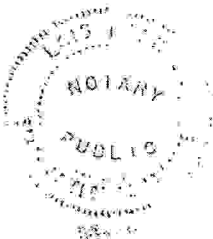
BAYTREE VILLAGE CONDOMINIUM, INC.

By: 

Vice-President

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN TO and subscribed before me this 27th day of June, 1978.





Notary Public, State of Florida

Notary Public, State of Florida at Large
My Commission Expires March 29, 1982
Bonded by American Fire & Casualty Company

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Gustavo Silvestri, to me known to be the person described herein as Vice-President of BAYTREE VILLAGE, INC. and who executed the foregoing instrument and acknowledged before me that he executed same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 27th day of June, 1978.





Notary Public, State of Florida


Notary Public, State of Florida at Large
My Commission Expires March 29, 1982
Bonded by American Fire & Casualty Company

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Gustavo Silvestri, to me known to be the person described herein as Vice-President of BAYTREE VILLAGE CONDOMINIUM, INC. and who executed the foregoing instrument and acknowledged before me that he executed same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 27th day of June, 1978.





Notary Public, State of Florida

Notary Public, State of Florida at Large
My Commission Expires March 29, 1982
Bonded by American Fire & Casualty Company

11760881

BOOK PAGE
SEMINOLE COUNTY
FLORIDA

1st AMENDED

SCHEDULE C

<u>Building No.</u>	<u>Unit No.</u>	<u>Street</u>	<u>Building No.</u>	<u>Unit No.</u>	<u>Street</u>
429	1	Sheoah Blvd.	230	4	Moree Loop
429	2	Sheoah Blvd.	240	1	Moree Loop
429	3	Sheoah Blvd.	240	2	Moree Loop
429	4	Sheoah Blvd.	240	3	Moree Loop
429	5	Sheoah Blvd.	240	4	Moree Loop
429	6	Sheoah Blvd.	240	5	Moree Loop
429	7	Sheoah Blvd.	240	6	Moree Loop
429	8	Sheoah Blvd.	240	7	Moree Loop
429	9	Sheoah Blvd.	240	8	Moree Loop
429	10	Sheoah Blvd.	250	1	Moree Loop
429	11	Sheoah Blvd.	250	2	Moree Loop
429	12	Sheoah Blvd.	250	3	Moree Loop
210	1	Moree Loop	250	4	Moree Loop
210	2	Moree Loop	250	5	Moree Loop
210	3	Moree Loop	250	6	Moree Loop
210	4	Moree Loop	250	7	Moree Loop
210	5	Moree Loop	250	8	Moree Loop
210	6	Moree Loop	270	1	Moree Loop
210	7	Moree Loop	270	2	Moree Loop
210	8	Moree Loop	270	3	Moree Loop
220	1	Moree Loop	270	4	Moree Loop
220	2	Moree Loop	270	5	Moree Loop
220	3	Moree Loop	270	6	Moree Loop
220	4	Moree Loop	280	1	Moree Loop
220	5	Moree Loop	280	2	Moree Loop
220	6	Moree Loop	280	3	Moree Loop
220	7	Moree Loop	280	4	Moree Loop
220	8	Moree Loop	280	5	Moree Loop
230	1	Moree Loop	280	6	Moree Loop
230	2	Moree Loop	280	7	Moree Loop
230	3	Moree Loop	280	8	Moree Loop

342

BR. 1342 PJ/724
Recorded - June 19, 1981

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13200

AMENDMENT

TO

THE BY-LAWS ATTACHED TO THE DECLARATION OF CONDOMINIUM OF
BAYTREE VILLAGE CONDOMINIUM, INC.

WHEREAS, Baytree Village Condominium, Inc., a non-profit corporation organized and existing under the laws of the State of Florida as owner of certain real property situate in Seminole County, Florida, more particularly described as follows:

A part of Tract "B", THE HIGHLANDS SECTION TWO, as recorded in Plat Book 17 at Page 47 of the Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northernmost corner of said Tract "B", thence run S 41°30'W along the Northwesterly line of said Tract "B", 503.23 feet to a Point on the Northwesterly Right of Way line of Sheoah Boulevard and the Point of Beginning of the tract about to be described; thence run N 41°30'00"E, 385.74 feet to the P.C. of a curve concave Southerly; thence run Northeasterly and Southeasterly along said curve, having for its elements, a radius of 181.40 feet, and a central angle of 123°00'00" for an arc distance of 389.42 feet to the P.T. of said curve; thence run S 13°30'00"E, 7,300 feet to the P.C. of a curve concave Westerly; thence run Southerly and Southwesterly along said curve, having for its elements a radius of 259.81 feet and a central angle of 83°11'44", for an arc distance of 377.23 feet to the P.T. of said curve; thence run S 67°41'44"W, 314.14 feet to a point on the Northeasterly Right of Way line of Sheoah Boulevard; thence run Northwesterly along said Right of Way line and along a curve concave Southwesterly, having for its elements a radius of 805.13 feet a central angle of 21°03'26" and a chord bearing of N 25°03'31"W, for an arc distance 296.27 feet to the P.C.C. of curve concave Southwesterly; thence run Northwesterly along said curve, having for its elements a radius of 434.73 feet and a central angle of 02°56'57", for an arc distance of 22.38 feet to the Point of Beginning, situated in Seminole County, Florida,

which real property, together with the improvements erected thereon were heretofore committed to condominium ownership and use by the terms of that certain Declaration of Condominium, etc., recorded in Official Records Book 969, Pages 734 through 764 of the Public

THAT

BY: Arthur B. FARRAR
ADD: P.O. Box 992

ATLANTA SPRINGS, FL. 32701

1342 1724
SEMINOLE CO., FL.
OFFICIAL RECORDS
BOOK PAGE

Records of Seminole County, Florida;

WHEREAS, at a special meeting duly called of all the members of Baytree Village Condominium, Inc. held on October 15, 1980 for the purpose of amending the by-laws of Baytree Village Condominium, Inc.;

NOW THEREFORE, in consideration thereof, the by-laws of Baytree Village Condominium, Inc. attached to the Declaration of Condominium, etc., recorded in Official Records Book 969, Pages 734 through 764, are hereby amended in their entirety as set forth in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, Baytree Village Condominium, Inc. has caused these presents to be executed in its corporate name by its appropriate officers this 17th day of June, 1981.

Witnesses:

BAYTREE VILLAGE CONDOMINIUM, INC.

[Signature]
[Signature]

By: Margie Madix
President

Attest: Bernice J. Goeson
Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF SEMINOLE)

BEFORE ME, the undersigned authority, personally appeared MARGE MADIX and BERNICE GOESON, President and Secretary respectively of Baytree Village Condominium, Inc., to me known to be the persons described in and who executed the foregoing instrument in their respective capacity, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of June, 1981.

Barbara A. Meritt
Notary Public, State of Florida,
at Large.

Notary Public, State of Florida at Large
My Commission Expires Jan 11, 1985
BOWEN THROUGH SECRETARY SIBLEY
SHERIFF INSURANCE & FINANCE INC