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LAW OFFICES
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780 S. APOLLO BLVD.
P. O. BOX 428
MELBOURNE, FLORIDA 32902-0428

SUPPLEMENTAL DECLARATION
TO THE
DECLARATION AND COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BAYTREE GOLF & COUNTRY CLUB, LTD.

This Supplemental Declaration made this 7th day of October, 1993, by BAYTREE GOLF & COUNTRY CLUB, LTD., a Florida limited partnership (the "Declarant"), and joined by BAYTREE COMMUNITY ASSOCIATION, INC. ("Association"), BAYTREE COMMUNITY DEVELOPMENT DISTRICT ("CDD") and other parties in interest who have executed a Joinder to this instrument.

STATEMENT OF BACKGROUND INFORMATION

A. Terms used as defined terms herein without definitions shall have the meaning ascribed to them in the Declaration of Covenants, Conditions and Restrictions for Baytree Golf & Country Club, as recorded in Official Records Book 3324, Page 2673, et. seq., of the Public Records of Brevard County, Florida, as same may be amended from time to time (the "Declaration"); and

B. Declarant has heretofore declared that the Property shall be held, sold, conveyed and encumbered by the Declaration; and

C. The Declaration permits the Declarant to amend and supplement the Declaration; and

D. Declarant desires to designate certain real property as hereinafter described as a Neighborhood to be known as Turnberry and to add additional use restrictions for Turnberry as herein set forth.

STATEMENT OF DECLARATION

Declarant hereby declares that Turnberry shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration and this Supplemental Declaration.

1. Turnberry. Turnberry is hereby declared to be a Neighborhood in the Baytree Golf & Country Club community. Turnberry is described as follows:

Block G, according to the Plat of Baytree, Planned Unit Development, Phase 1, as recorded in Plat Book 39, Pages 59-72, Public Records of Brevard County, Florida.

2. Deep Wells. Each Lot within Turnberry shall share a

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deep well with an adjacent Lot. Each deep well is hereby designated as Common Property. The cost of maintenance and repair thereof shall be assessed against all Turnberry Lots as a Benefit Assessment.

3. Lot Irrigation. Each Lot within Turnberry shall be equipped with an underground sprinkler system designed to irrigate all sodded and landscaped portions of the Lot. The Lot Owner shall, at said Owner's sole cost and expense, connect the Lot irrigation system to the deep well provided at the boundary of the Lot. Each Owner shall be responsible for the maintenance and repair of the pump, timer and related irrigation equipment situate on the Lot. Each Lot Owner shall, on an individual basis, determine the days and time of lawn irrigation. The cost of providing irrigation water to Turnberry Lots shall be assessed against all Turnberry Lots upon which habitable improvements are completed as a Benefit Assessment.

4. Lawn Maintenance. The Association, shall provide lawn maintenance service for all Lots within Turnberry. Such maintenance shall include periodic mowing, edging and other services as may be determined from time to time by the Association, prior to the formation of a Neighborhood Committee and after formation by the Association and the Neighborhood Committee. Such additional services may include, but shall not be thereby limited to, fertilization, pesticide application, mulching, tree pruning and shrubbery trimming. All costs of lawn maintenance shall be assessed against Lots upon which habitable improvements are completed as a Benefit Assessment. In the event that additional services are desirable but not provided on a mandatory basis, the Association will offer such services to Lot owners on an optional basis. It is anticipated that the Association will contract with independent third party landscape maintenance companies to provide the services contemplated by this Section.

5. Exterior Walls. Each Lot Owner, on an individual basis, shall maintain at said Owner's cost, the exterior wall bordering the Lot owned by such Owner. The Association shall determine the frequency of maintenance and the color of the exterior wall.

6. Roofs. Each Owner shall be responsible for roof maintenance. The Association shall determine when and which roofs shall be repaired or replaced and determine the type and color to be used, assessing the costs thereof against all Turnberry Lots upon which improvements are completed as a Benefit Assessment.

7. Monthly Assessments. Benefit Assessments shall be determined and imposed by the Association prior to formation of the Neighborhood Committee after which the Neighborhood Committee shall make said determination.

8. Supplement to Declaration. All provisions of the

Declaration shall apply to Turnberry except as same may be changed or supplemented by this Supplemental Declaration.

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the day and year first above written.

BAYTREE GOLF & COUNTRY CLUB,
LTD., a Florida limited
partnership

BY: BAYTREE DEVELOPMENT CORP.,
a Florida corporation, a General
Partner

Susan E. Casamassa
Witness: SUSAN E. CASAMASSA
Kathy L. Hosterman
Witness: KATHY L. HOSTERMAN

By: Coy A. Clark
Coy A. Clark, President
1499 S. Harbor City Boulevard
Melbourne, Florida 32901

Susan E. Casamassa
Witness: SUSAN E. CASAMASSA
Kathy L. Hosterman
Witness: KATHY L. HOSTERMAN

Coy A. Clark
COY A. CLARK, individually
A General Partner

BAYTREE COMMUNITY ASSOCIATION,
INC., a Florida not-for-profit
corporation

Susan E. Casamassa
Witness: SUSAN E. CASAMASSA
Kathy L. Hosterman
Witness: KATHY L. HOSTERMAN

By: Coy A. Clark
Coy A. Clark, President

BAYTREE COMMUNITY DEVELOPMENT
DISTRICT, a local unit of
special-purpose government
organized and existing under
Chapter 190, Florida Statutes

Susan E. Casamassa
Witness: SUSAN E. CASAMASSA
Kathy L. Hosterman
Witness: KATHY L. HOSTERMAN

By: Coy A. Clark
10300 N.W. 11th Avenue
Coral Springs, FL 33071

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 7 day of OCTOBER, 1993, by COY A. CLARK, as President of BAYTREE DEVELOPMENT CORP., a Florida corporation, a general partner of BAYTREE GOLF & COUNTRY CLUB, LTD., a Florida limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

Susan E. Casamassima
Notary Public
My Commission Expires:

SUSAN E. CASAMASSIMA
MY COMMISSION # CC 230028 EXPIRES
October 16, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 7 day of OCTOBER, 1993, by COY A. CLARK individually and as a General Partner. He is personally known to me or has produced _____ as identification.

Susan E. Casamassima
Notary Public
My Commission Expires:

SUSAN E. CASAMASSIMA
MY COMMISSION # CC 230028 EXPIRES
October 16, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 7 day of OCTOBER, 1993, by COY A. CLARK as _____ of BAYTREE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes on behalf of the district. He is personally known to me or has produced _____ as identification.

Susan E. Casamassima
Notary Public
My Commission Expires:

SUSAN E. CASAMASSIMA
MY COMMISSION # CC 230028 EXPIRES
October 16, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

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