

DECLARATION OF COVENANTS AND RESTRICTIONS FOR BAY TREE



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August 2021

This includes all official amendments effective as of the date shown above.

08/29/1992	Declaration of Covenants and Restrictions for Bay Tree
11/12/1992	First Amendment to Declaration of Covenants and Restrictions for Bay Tree – Article 4
7/20/2011	Fourth Amendment to Declaration of Covenants and Restrictions for Bay Tree – Section 4.1
9/16/2011	Comcast bulk bill addendum “B”
1/23/2019	Amendment, Sections 6.5, 6.6, 6.7, 7.2, 8.1, and 8.4
11/25/2020	Amendment, Section 6.4 Leasing

DECLARATION OF COVENANTS AND RESTRICTIONS FOR BAY TREE

THIS DECLARATION is made this 3rd day of August, 1992, by SCOTTSDALE INVESTMENT GROUP, INC., A Florida corporation (hereinafter called "Developer"), which declares that the real property described in Exhibit "A" attached hereto and made a part hereof, which is owned by Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth (hereinafter called "Declaration").

ARTICLE 1. DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) "Association" shall mean and refer to B.T. HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, the Articles of Incorporation and By-Laws of which are attached hereto and made a part hereof as Exhibits "B" and "C", respectively. This is the Declaration of Covenants and Restrictions for BAY TREE to which the Articles of Incorporation and By-Laws of the Association make reference.
- (b) "Developer" shall mean and refer to SCOTTSDALE INVESTMENT GROUP, INC., its successors or assigns.
- (c) "BAY TREE" shall mean and refer to the real property described in Exhibit "A" attached hereto.
- (d) "Lot" shall mean and refer to any platted subdivision lot or parcel in the property described in Exhibit "A" attached hereto.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of any Lot which is a part of BAY TREE, including contract sellers (but not contract purchasers) and Developer.
- (f) "Common Area" shall mean and refer to all real property maintained by the Association.
- (g) "Lawn" shall mean that portion of any Lot not occupied by a building, pool, or other permitted structure.
- (h) "Design Guidelines" shall mean and refer to design and development standards and criteria established for BAY TREE (and amended from time to time) by the Architectural Review Committee as hereinafter set forth, ratified by a majority of the Board of Directors of the Association, and maintained as a permanent record of the Association to be made available to Owners. The Design Guidelines shall be a supplement to this Declaration and shall be enforced in order to promote the development character unique only to BAY TREE.

ARTICLE 2.
STATEMENT OF PURPOSE

It is the purpose of this Declaration to assure all Owners of any interest, present or future, in BAY TREE, or any part, parcel or Lot thereof, that the integrity and quality of the project will be preserved and maintained; that the real property and all of the improvements located thereon from time to time shall be subject to the covenants, restrictions, reservations, servitudes and easements as set forth herein for the protection and benefit thereof; that the community of interest of all persons, firms or corporations owning lands within this development shall be maintained; that the means and procedures for the enforcement of this Declaration and the preservation, protection and maintenance of the properties be established; and that the value of all properties within the development be preserved and enhanced.

ARTICLE 3.
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in St. Lucie County, Florida, and is legally described in Exhibit "A" attached hereto, all of which real property shall hereinafter be referred to as BAY TREE.

ARTICLE 4
PROPERTY RIGHTS

Section 4.1 **Title to Common Area.** The Developer will convey, at such time as it in its sole discretion deems appropriate, the title to areas which are for the use and benefit of all of the Owners of property in BAY TREE subject to any restrictions, conditions, limitations, road dedications and rights-of-way, easements of record and for drainage and public or private utilities, and to perpetual non-exclusive easements for ingress to and egress from Developer's property in BAY TREE, for Developer, its invitees, licensees, successors and assigns. After the conveyance of the Common Area to the Association, the Association shall operate and maintain all portions of the Common Area.

(a) The surface water management system shall be owned by the Association. The Association shall, either by virtual of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Association Property, the Common Property and the surface water management system as permitted by the South Florida Water Management district including, but not limited to, all retention areas, culverts, and related appurtenances. The Association, through its agents and employees or through a management entity contracted by the Association, shall ensure that all parcels are mowed and edged and kept free of debris and vegetation (including weeds, underbrush and/or unsightly growths).

(b) The wetland preservation/mitigation areas, upland buffer zones, and/or upland preservation areas are hereby dedicated as conservation and common areas. The conservation/common areas shall be the perpetual responsibility of the Bay Tree Homeowner's Association, Inc. and may in no way be altered from their natural state with the exception of permitted restoration activities. Activities prohibited within the conservation areas include, but are not limited to: unapproved construction or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic/nuisance vegetation removal; excavation; dredging, or removal of soil material; diking or fending; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

(c) Any amendment to this Declaration which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

Section 4.2 **Owners' Easements of Enjoyment.** Every Owner shall have a 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:

(a) The right of the Association to dedicate or transfer all or

any part of the Common Area to any public agency, authority, or utility;

(b) All provisions to this Declaration, any plat of the property in BAY TREE and the Articles of Incorporation and Bylaws of the Association;

(c) Rules and regulations governing the use and enjoyment the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate;

(d) Restrictions contained on any and all plats of all or any part of the Common Area or filed separate but in conjunction with such platting;

(e) The right of the Association to suspend the enjoyment of rights and easements of any Owner for any period during which an Assessment remains unpaid by that Owner, and for any period during which such Owner is in violation of this Declaration, or any of the rules and regulations of the Association;

(f) The right of the Association to properly maintain the Common Area;

(g) The right of the Developer to grant easements over, through and underneath the Common Area, and the Lots for present and future utility services to BAY TREE, including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, landscape preservation, sprinkler pipes, telephone cables, television cables, security wires and streetlights. Easements for such utility services are reserved by Developer for all buildings and improvements which have been or may be constructed in BAY TREE and Developer may grant specific easements to utility companies and others as reasonably necessary;

(h) The right of the Developer or the Association to grant easements over the Common Area for cable television, cable radio, or similar operations. However, the granting of such easements shall be in the sole and absolute discretion of the Developer or the Association. No easement provided for herein or on any plat of BAY TREE may be used for the above purposes without the consent of the Association or the Developer, which consent may be made in their sole and absolute discretion. The rights granted herein may not be eliminated or limited by the Association except with the written approval of the Developer; and

(i) In case of any emergency originating in, or threatening any Lot, regardless of whether the Owner is present at the time of such emergency, the right of the Board of Directors of the Association or any other person authorized by the Association, or the management agent under a management agreement, to enter such Lot and the improvements located thereon, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

Section 4.3 **Title and Maintenance After Dissolution.** The Association shall not be dissolved, nor shall it dispose of any common area, by sale or otherwise (except to an organization conceived and organized to own and maintain the common area) without first receiving approval from the Board of county Commissioners of St. Lucie County, Florida, (hereinafter referred to as the "Commission"). The Commission, as a condition precedent to the dissolution or disposal of common areas may require dedication of common areas or utilities to the public as deemed necessary. In the event the Association (or any successor organization) fails at any time to maintain the common areas or any other area it is responsible to maintain under the terms of this Declaration (hereinafter the "maintenance area"), in reasonable, attractive and safe order and condition, the Commission may serve written notice by regular United states mail upon such organization and upon each owner of real property within BAY TREE, the names and addresses of such owners to be obtained from the records of the St. Lucie County property appraiser or from such other sources of the Commission deems reliable, which notice shall set forth the manner in which the organization has failed to maintain the maintenance areas in reasonable order and condition and shall demand that the failure be remedied within thirty (30) days of sending the notice or in the alternative that the organization appear before the Commission at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of the notice) either to contest the alleged failure to maintain the maintenance areas or to show cause why it cannot remedy the failure within the thirty (30) day period. If the failure has not been remedied within the thirty (30) day period or any longer period the Commission may have allowed, then the Commission shall hold a public hearing to consider the advisability of the County entering upon and maintaining them for a period of one year. Notice of such hearing shall be sent by regular United States mail to the organization involved and to each owner of the real property within BAY TREE, the names, and addresses of such owners to be obtained from the records of the St. Lucie County property appraiser or from such other sources as the Commission deems reliable and shall be published one time in a newspaper of general circulation published in St. Lucie County, Florida. The notice shall be sent and published at least fifteen (15) days in advance of the hearing. At the hearing the Commission may determine that it is or is not advisable for the County to enter upon the maintenance areas to take non-exclusive possession of them and maintain them for one year. Entry, possession, and maintenance, when followed on accordance with the above procedure, shall not be deemed a trespass and shall not be construed to give the public or the County any right to use the maintenance areas. The County may, upon public hearing, with notice given and published in the same manner as above, return possession and maintenance thereof to the organization, or successor organization, abandon such possession and maintenance, or continue possession and maintenance for additional one-year periods. The cost of maintenance by the County, mentioned above, shall be assessed ratably against the properties within BAY TREE and shall become a charge or lien on the properties if not paid to the County within thirty (30) days after receipt of a statement therefor.

ARTICLE 5.
THE ASSOCIATION

Section 5.1 **Membership.** Every Owner of a Lot in BAY TREE shall become, by virtue of such ownership, a member of the Association and such membership shall be appurtenant to each Lot and may not be separated from the ownership of a Lot.

Section 5.2 **Classes of Memberships.**

(a) The Class A members shall be all Owners.

(b) The Class B member shall be the Developer. The Class B membership shall terminate when (i) the Class B member so designates in writing delivered to the Association; (ii) ten (10) years from the date of recording of this Declaration; or (iii) closings on all Lots have been completed and all Lots are owned by persons other than the Developer, whichever shall first occur.

Section 5.3 **Voting Rights.** When entitled to vote, each member shall be entitled to one vote for each Lot owned in BAY TREE. All votes shall be cast in the manner provided in the Articles of Incorporation and Bylaws of the Association.

Section 5.4 **Class B to Have Sole voting Privileges.** Until such time as the Class B membership terminates, the Class B member shall be vested with the sole voting rights in the Association, and the Class A membership shall have no voting rights except on such matters as to which the Covenants and Restrictions / the Articles of Incorporation of the Association, or the By-laws of the Association specifically require a vote of the Class A members.

ARTICLE 6.
USES AND RESTRICTIONS

Section 6.1 **Private Residence.** The use of each Lot is restricted to the construction and maintenance thereon of one (1) single-family dwelling and detached accessory buildings permitted by the St. Lucie County Code, which shall be used for private residential purposes only, and for no other purposes, although the foregoing shall not be construed as preventing the leasing of a dwelling to a tenant or tenants for residential purposes, nor shall the foregoing be construed to prohibit utilization by the Developer or its agents, of one or more constructed units in BAY TREE as "model" homes.

Section 6.2 **Lot Restrictions.** One (1) Lot, as shown on the plat for the Property, shall be the minimum land area upon which a Dwelling may be constructed.

Section 6.3 **Nuisances.** There shall not be erected, maintained, operated, carried on, permitted or conducted upon any Lot anything or activity which shall be or become noxious or offensive or an annoyance or a nuisance to the neighborhood or to the Owner or Owners of other Lots.

Section 6.4 **Leasing.** No dwelling in BAY TREE shall be leased for a term of less than six (6) months, nor shall a dwelling be leased more than twice in one year. The Owner shall remain responsible for all assessments and for the keeping of all covenants set forth in this Declaration, and a violation of any covenant or rule or regulation promulgated hereunder by the lessee shall also be a violation by the Owner. Any temporary occupancy agreement, including but not limited to, AirBNB, Vacation Rentals by Owner, Rent.com, or home swapping arrangement, shall be deemed a lease and must be in compliance with this Section 6.4. Dwellings may be leased only by a single family (as defined below) and no more than two (2) persons per bedroom. For purposed of this provision, the number of bedrooms in a dwelling shall be as set forth on the property card for the Lot established by the St. Lucie County Appraiser. "Single Family" shall be defined as a group of persons related by blood, marriage, or adoption and no more than two (2) unrelated persons. Subleasing of a dwelling is prohibited and no rooms shall be leased in any dwelling. The intention is that only entire lots may be leased. An owner intending to lease a dwelling must submit a completed lease application and a copy of the lease to the Association, at least fifteen (15) days prior to the lease commencement date. The association is authorized to levy a fine up to \$500 per day for a continuing violation of any provision of this Section 6.4 up to an aggregate fine of \$10,000 in accordance with Florida Statute 720.305(2020) as amended from time to time. Any aggregate fine of \$1,000 or more may become a lien against the lot and the lien may be foreclosed in the same manner as liens for unpaid assessments.

Section 6.5 **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats or other household pets may be kept provided they are not kept, bred, or

maintained for any commercial purposes. In the event a pet is a continuing nuisance to other Owners, or constitutes a danger to other Owners, as determined by the Board of Directors, in its sole discretion, the Board will refer the matter to St. Lucie County Animal Control for appropriate action, as per County and State Ordinances and Statutes. No household pets shall be allowed to wander loose. All pets must be maintained on a leash in the custody of a responsible person, in a fenced area, or in the dwelling. The custodian of each pet shall be required to clean up after the pet within 30 minutes. This Section shall apply to Owners, Visitors, Guests and Contractors.

Section 6.6 **Parking**. In order to protect the residential character of BAY TREE and to help promote safer traffic flow, no parking is permitted on the street overnight. For purposes of this provision, "overnight" shall be defined as between the hours of midnight and 6:00 a.m. No parking of any motorized vehicle is allowed on any of the grassed areas of a Lot or Common Areas. The visitor parking lot located at 100 Pepper Lane is designated for overflow guest parking and for parking by residents when using the pool or clubhouse. Residents should not use the visitor parking lot for long term parking.

Section 6.7 **Recreational Equipment**. No recreational equipment including basketball hoops, tennis/badminton nets, soccer, or hockey goals, etc., shall be permanently installed on any lot or common space. Any recreational equipment that is utilized on a temporary basis must be removed and fully enclosed within the residence after use and must not remain outside overnight.

ARTICLE 7.
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 7.1 **Covenant of Personal obligation to pay Assessments.** The Developer, for each Lot owned by it within BAY TREE, hereby covenants, and each Owner of any Lot (by acceptance of a deed thereafter, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (i) any annual assessments or charges, including any exterior maintenance or mowing assessments for individual lots or common elements (ii) any special assessments for capital improvements or major repair, and (iii) any exterior maintenance or mowing assessments (as set forth herein) to be fixed, established and collected as a special assessment against any Owner as hereinafter provided.

Section 7.2 **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of preserving and maintaining the integrity and quality of the project and the health, safety, and welfare of the residents of BAY TREE and in particular for services or activities authorized, directed or permitted by this Declaration. Such activities shall include the maintenance of the Common Area, structures within the Common Area, i.e., gazebos, lights, irrigation, etc., and rights-of-way and cul-de-sac islands including, but not limited to, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it. The Assessments shall also be utilized for the purpose of maintaining the exterior of lots, including mowing of lawns, maintenance of landscaping, and sprinklers of each lot in BAY TREE.

Section 7.3 **Budget.** The Board of Directors of the Association shall from time to time, at least annually, prepare a budget and determine the amount of assessments to be payable by the Owners to meet the current expenses, reasonable reserve requirements, and special charges or expenses, if any. The Association shall notify each Owner annually, in writing, of the amount of expenses payable by them as determined by the budget of the Association and shall furnish a copy of the budget to each Owner.

Section 7.4 **Uniformity of Assessments.** All assessments levied against the Owners shall be uniform; no specific charge or assessment shall be made against a particular Owner for work individually performed on his Lot.

Section 7.5 **Special Assessments.** The Board of Directors of the Association may at any time determine in their sole discretion that the assessments based upon the budget are, or may prove to be, insufficient to pay the expenses of the Association, or that an emergency situation exists requiring the payment of additional monies to provide for the expenses of the Association, in which event the Board of Directors of the Association shall have the authority to levy such additional or special assessment or assessments as it shall deem necessary, and to establish the time and manner for payment of such additional or special

assessment. All such additional or special assessments shall be uniformly paid by the Owners.

Section 7.6 Date of Commencement of Annual Assessments; Due Dates.

(a) The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

(b) The annual assessments shall be payable in advance, in periodic installments if so determined by said Board.

(c) The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 7.7 Effect of Non-payment of Assessment; Lien for Unpaid Assessments; Remedies of Association.

(a) If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

(b) The Association shall have a lien on each Lot for any unpaid assessments with interest at the maximum legal rate allowed by law, plus reasonable attorney's fees and court costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. Liability for assessments, liens and priority thereof, interest, collection and enforcement shall be governed by and conducted in accordance with section 718.116, Florida Statutes, being that section of the Florida Condominium Act regarding assessments and collection thereof.

Section 7.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from the buyer to the seller of a Lot) now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No such sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 7.9 Certificate of Assessments. The Association shall prepare a roster of the Lots and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to

inspection by all Members. At the request of an Owner, the Board of Directors shall prepare a certificate of Assessments signed by an officer of the Association, setting forth whether the Owner's Assessments have been paid or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

Section 7.10 **Exempt Property**. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- (a) all land in BAY TREE to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) all Common Area as defined in Article 1 hereof; and
- (c) all properties exempted from ad valorem taxation by the laws of the state of Florida, to the extent agreed to by the Association. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE 8.
EXTERIOR MAINTENANCE AND APPEARANCE

Section 8.1 **Maintenance of Exterior.** In order to maintain the quality of the subdivision, and to assure uniformity in the appearance, maintenance, and ambiance of the community, it shall be the responsibility of the Association to maintain and keep in good repair and maintenance the exterior portions of each Lot including mowing of lawns, maintenance of landscapes and sprinklers of each Lot in BAY TREE.

Section 8.2 **Access at Reasonable Hours.** For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, at reasonable times and hours, and without prior notice to the Owner, to enter upon any Lot or exterior of any living unit.

Section 8.3 **Signs and Advertising.** For a period of three (3) years following the recording of this Declaration in the public records of St. Lucie County, Florida, no sign advertising any Lot for sale or rent shall be erected, posted, displayed, or permitted on any Lot without the consent of the Developer, which consent may be arbitrarily withheld. Thereafter, no sign advertising any Lot for sale or rent shall be erected, posted, displayed, or permitted on any Lot without the consent of the Architectural Review Committee, which shall have the right to regulate such sign or signs as to color, size, and location, if any such signs are permitted by it. No other signs or advertising devices of any character shall be permitted on or about any Lot.

Section 8.4 **Trucks, Commercial Vehicles, Mobile Homes, Boats, Campers and Trailers.** Except as provided below, no truck, storage pod, roll off container or commercial vehicle of any kind shall be permitted to be parked for a period of more than four (4) hours upon any Lot unless the same is temporarily present and necessary in the actual construction or repair of building on any Lot or unless kept fully enclosed inside the building. No boats, boat trailers, or trailers of any kind, or campers or mobile homes shall be permitted to park for a period of more than four (4) hours upon any Lot, unless kept fully enclosed inside the building. None of the aforementioned shall be used as a domicile or residence, either permanently or temporarily. Pickup trucks, owned by residents or their guests, will be permitted to park upon any Lot if such vehicle (1) is used only as a passenger vehicle and does not have any graphics or lettering of any kind indicating that the vehicle is used for any commercial use; (2) does not exceed original equipment manufacturers' heights, length and width specifications; (3) does not include items such as dual wheels, more than two axles, raised chassis, racks, tool boxes, cabinet boxes, platforms or any other equipment used for commercial purposes; and (4) does not exceed $\frac{1}{2}$ ton capacity.

Section 8.5 **Mailboxes.** No mailboxes shall be permitted to be erected on any lot, and all mailbox facilities shall be established by the Association and maintained by the Association as a common expense.

Section 8.6 **Utility Installation, Antennas, Satellite Dishes.** No utility such as electrical, telephone, or cable television shall be

installed in any manner except underground. All utility installation shall be installed according to the applicable codes in effect at the time of installation. No antennas of any kind, nor satellite dishes shall be permitted.

Section 8.7 **Fences, Walls, and Hedges**. The composition, location and height of any fence, wall, or hedge to be constructed on any Lot shall be designed in accordance with the Design Guidelines and be approved in advance by the Architectural Review committee. No hedge or fence may be placed within any road right-of-way. Chain link fencing may not be used.

Section 8.8 **Clothes Lines**. No outside clothes lines or drying areas will be allowed except within an enclosure affording effective concealment.

Section 8.9 **Garbage/Trash**. All garbage and trash containers must be placed in an enclosed area so that they will not be visible to surrounding properties. Garbage and trash shall be placed at roadside for pick-up only on regularly scheduled pick-up days.

Section 8.10 **Solar Water Heaters and Similar Devices**. No Solar Water Heaters shall be permitted unless the same shall be approved in advance by the Architectural Review Committee, and in any event, shall be concealed from view by neighboring lots and rights of way.

Section 8.11 **Accessory or Temporary Buildings**. No tents and no accessory or temporary buildings or structures shall be permitted unless approved in writing by the Architectural Review Committee.

ARTICLE 9.
ARCHITECTURAL REVIEW COMMITTEE

Section 9.1 **Appointments.** In addition to the appointment of the officers, the Board of Directors of the Association shall also appoint an Architectural Review Committee (hereinafter called the ARC) for the purposes hereinafter set forth.

Section 9.2 **Membership and Qualifications.** The ARC may consist of no less than two (2) nor more than five (5) members until such time as the Class B membership terminates. Until Class B membership terminates, there shall be no requirement that any of the members of the ARC be a member of the Association or an Owner within BAY TREE, but upon termination of Class B membership, members of the ARC shall either be Owners or Florida licensed Architects, Land Planners or Landscape Architects. After the termination of Class B membership, the ARC shall consist of no less than two (2) nor more than five (5) members.

Section 9.3 **Purpose.** The plan of development for BAY TREE includes as its goal, uniformity of design and aesthetic and complimentary colors, landscape, and construction. To achieve this goal, the ARC shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within BAY TREE. The construction contemplated hereunder shall include, but not be limited to, any building, fence, wall, mailbox, screened enclosure or screening of any type, sewer, drains, disposal system, decorative building, landscaping, pools, hot tubs, aerials, antennas, as well as any and all types of structures or improvements, whether or not the purpose thereof is 'purely decorative or otherwise, and any additions, modifications and/or alterations thereof. The ARC shall review all plans for improvements, it being the intent of the Declarant to provide for the uniform harmonious and aesthetically pleasing development of BAY TREE. The ARC shall evaluate the proposed improvements with emphasis upon: uniformity, exterior design, materials and color; location of the improvement in relationship to surrounding structures and/or improvements; topography; and conformity to the Covenants and Restrictions. All exterior construction and improvements shall follow guidelines established in the Design Guidelines. It is not intended that the Design Guidelines supplant or supersede this Declaration except in a more restrictive and beneficial manner.

Section 9.4 **Review and Approval.** The plans and specifications for any and all improvements referred to above shall be reviewed by the ARC. No improvement of any type or nature whatsoever shall be commenced unless and until approval thereof shall be obtained in writing from the ARC.

Section 9.5 **Design Guidelines.** The ARC is empowered to publish design and development standards and criteria established for BAY TREE ("Design Guidelines"), and from time to time amend the same. Such Design Guidelines and any amendments thereto shall, before becoming effective, be ratified by a majority of the Board of Directors of the Association at a meeting, the notice of which is properly furnished to the Owners as provided in the Association's By-Laws. The Design Guidelines shall

be a supplement to this Declaration and shall be enforced in order to promote the development character unique only to BAY TREE. The Design Guidelines shall be maintained as a permanent record of the Association to be made available to Owners. The Design Guidelines shall include but shall not be limited to the following:

- (a) Roof and roof design.
- (b) Fences, walls and similar structures.
- (c) Exterior building materials and colors.
- (d) Exterior landscaping.
- (e) Signs and graphics, mailboxes, address numbers and exterior lighting.
- (f) Building setbacks, side yards and related height, bulk and design criteria.
- (g) Sidewalks and pathways.

Section 9.6 **Variances**. The ARC may grant variances from the requirements contained herein or as elsewhere promulgated by the ARC, on a case-by-case basis; provided, however, that the variance sought is reasonable and does not impose a hardship upon other Owners. The granting of such a variance by the ARC shall not nullify or otherwise affect the ARC's right to require strict compliance with the requirements set forth herein on any other occasion.

Section 9.7 **Rules and Regulations**. The ARC shall promulgate such rules and regulations as it deems necessary and proper, setting forth guidelines and procedures to be followed by any applicant seeking its approval, which, in any event, shall not be in conflict with the provisions of this Declaration and which shall afford to each applicant a reasonable and adequate opportunity to present his proposal. The rules and regulations shall include, but not necessarily be limited to, an adequate application form, together with such reasonable fees for processing applications, as the ARC may deem necessary. Rules and regulations, as promulgated, shall be subject to the approval of the Board of Directors of the Association; and, such regulations shall be available at the office or residence of each member of the ARC and the Board of Directors. Any revisions, additions, deletions and/or amendments to the rules and regulations shall, likewise, have the approval of the Board of Directors of the Association, and shall likewise be available to each member of the Association.

Section 9.8 **Procedure**. An applicant may, at his discretion, initially request a meeting with a member of the ARC to discuss any proposed improvement that he may contemplate, for the purpose of securing information regarding the rules, regulations herein provided for, and the Covenants and Restrictions. Prior to the commencement of any work on any Lot an applicant must submit to the ARC the following:

- (a) Such fully executed application form and fees as may then be

required by the ARC; and

(b) Two (2) sets of plans and specifications for the proposed improvement, i.e., site plan, construction plan and landscaping plan submitted together and in sufficient detail so that the ARC may be able to adequately make the determinations required of it pursuant to this Declaration; and

(c) Such additional information as the ARC may reasonably require (which may include samples of exterior materials and exterior color selections to be used in the improvement).

No later than thirty (30) days after receipt of the plans and specifications (unless the applicant waives this time requirement in writing), the ARC shall respond to the application in writing by approving the application, approving the application with required modifications, disapproving the application, or requiring additional information. In the latter event, the ARC shall respond in writing no later than thirty (30) days after receipt of the requested additional information (unless the applicant waives this time requirement in writing). In the event the ARC fails to respond within the thirty (30) day' period (or such additional time as may be allowed by the applicant pursuant to a waiver), the plans and specifications shall be deemed approved. In the event of approval of the plans and specifications, the applicant shall provide the ARC with written notice of any proposed change in the plans and/or specifications as approved by the ARC. Any and all alterations, deletions, additions, and changes of any type or nature whatsoever in the plans and/or specifications as approved by the ARC shall be subject to the approval of the ARC in the same manner as is required for approval of original plans and/or specifications.

Section 9.9 **Disapproval**. In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement. The applicant, in such event, may request a formal meeting with the ARC to review plans and specifications as submitted, the meeting to take place no later than thirty (30) days after written request for such meeting is received by the ARC (unless applicant waives this time requirement in writing). The ARC shall make a final written decision no later than thirty (30) days after such meeting; and, in the event the ARC fails to provide such written decision, the plans and specifications shall be deemed approved. Upon continued disapproval, the applicant may request a formal meeting before the Board of Directors of the Association, which shall take place no later than thirty (30) days subsequent to the receipt by the Board of Directors of the written notice of the request for such meeting (unless applicant waives this time requirement in writing). If the Board of Directors fails to grant such a meeting within thirty (30) days after receipt of request of such meeting, then the plans and specifications shall be deemed approved. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting; and, in the event the Board of Directors fails to provide such written decision, such plans and specifications shall be deemed approved. The decision of the Board of Directors shall be final and binding upon the applicant, his heirs, and assigns.

Section 9.10 **Certificate of Approval Upon Request.** Upon the completion of the improvement or improvements and final approval by the ARC, the Board of Directors shall, upon request by an applicant, direct the appropriate officers of the Association to provide the applicant with a certificate, executed with the formalities of a Deed, certifying the approval of the ARC and the Association of the improvement made upon the premises for which said application was made.

Section 9.11 **Minimum Building Requirements.** The following shall be minimum requirements for construction of any improvement on any Lot, and nothing herein shall prohibit the ARC or Board of Directors, in their sole discretion, from promulgating and implementing more stringent requirements:

(a) Each dwelling shall have a minimum floor area of 1,350 square feet. A two (2) story dwelling shall have a distribution of living area among the two (2) stories which shall be approved by the ARC. The calculation of square footage of floor area living space shall not include garages, covered walks, open and/or screened porches, patios, terraces, pool areas or other similar areas. Square footage measurements shall be taken from outside exterior walls of dwellings;

(b) No open carports shall be allowed, and each dwelling shall have an attached garage;

(c) There shall be no flat roofs. All roofing shall be approved, in advance, by the ARC;

(d) Any swimming pool to be constructed on any Lot shall be subject to the requirements of the ARC, which shall include, but not be limited to, the requirement that all swimming pools shall be permanent, in ground structures and screened from view from rights-of-way. No temporary or above ground pools shall be permitted;

(e) All driveways and parking areas shall have hard impervious, dustless surfaces, constructed of either concrete or other approved materials. Gravel and/or asphalt surfaces are not permitted. Driveways may connect to the street at only two (2) points and such connections shall provide continuity of the drainage valley curb and shall blend into the street pavement. No curbside parking areas may be created by extending any portions of street pavement. All driveways shall be approved in advance by the ARC;

(f) It is intended that BAY TREE be developed with recognition of natural and existing elements, and removal of trees and natural vegetation shall be limited to that which is reasonably necessary for construction. To that end, no clearing of any Lot shall occur prior to approval of the extent of such clearing by the ARC; and

Section 9.12 **Setbacks.** Minimum setback requirements shall be according to County Code for dwellings and any other improvements, including utility buildings, storage buildings, air conditioning pads,

swimming pool heaters and water pumps.

Section 9.13 **Indemnification of ARC Actions.** Neither the Developer, the directors or officers of the Association, the members of the ARC, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within BAY TREE or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of the ARC in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any property within BAY TREE agrees, as do their successors, and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Developer, the directors or officers of the Association, the members of the ARC, or their respective agents, in order to recover any damages caused by the actions of the ARC. The Association shall indemnify, defend, and hold harmless the ARC and each of its members from all costs, expenses, and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the ARC or its members. Neither the Developer, the directors or officers of the Association, the members of the ARC, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

Section 9.14 **Proviso.** Notwithstanding anything to the contrary elsewhere in this Declaration, structures existing on the date of recordation of this Declaration shall be exempt from the restrictions of this Article.

ARTICLE 10.
EASEMENTS

Section 10.1 **Easement Rights of Developer.** Developer hereby reserves unto itself and its designee's easements and/or use rights over, upon, across, under, and/ or through BAY TREE, or any part thereof, without the need for any joinder or consent of the Association or any Owners, provided that said easements so reserved hereby shall not materially and permanently interfere with the use for which the Lots or Common Areas, or any portion thereof, are intended. If requested, the Association and the Owners shall join in, at any time, any documents deemed necessary by Developer to evidence said easements. It is understood that such easements may be used at Developer's (or Developer's designees') option for any and all purposes, including but not limited to, constructing, installing, using, maintaining, repairing, and/or replacing any and/or all improvements, structures and facilities deemed necessary by Developer to service and market lands within BAY TREE, and for constructing, installing, using, maintaining, repairing, and/or replacing electric, water, sewer , security, drainage, landscape preservation, irrigation, telephone, radio, cable, television, satellite master antenna television, cable distribution, and communications systems, lines, cables, pipes and accessories, all serving property within or outside of BAY TREE. The Owners and the Association acknowledge and agree that traffic and general usage of portions of the BAY TREE may be temporarily interrupted from time to time and will take no action to impair Developer's rights hereunder.

Section 10.2 **Easement for Association.** The Association, for itself and its employees and agents, shall have a perpetual, non-exclusive easement for access to all portions of BAY TREE to the extent reasonably required for the performance of the duties of the Association as set forth in this Declaration.

Section 10.3 **Easement Rights of Association.** The Association shall have the power to grant to any person easements for any and all purposes over, upon, under, across and/or through the Common Areas, in its own name and without the joinder or approval of any Owner, provided that said easements so created shall not materially and permanently interfere with the uses for which the Common Areas or any portion thereof is intended.

Section 10.4 **Easement Rights of Mortgagees.** An easement is hereby granted to each mortgagee of a Lot(s) for the purpose of access to the property within BAY TREE subject to its mortgage.

Section 10.5 **Utility Easements.** Developer, for itself and its successors and assigns, shall have a perpetual, non-exclusive easement over, upon and under all portions of BAY TREE (except those portions upon which improvements have been constructed) for the installation, operation, maintenance, repair, replacement, alteration, and extension of such utility and other systems as Developer shall deem appropriate to have located within BAY TREE. No Owner, other than Developer, shall be permitted to dig in or plant anything other than sod in any portion of BAY TREE over, upon or under which any utility easement has been

granted by Developer or the Association as aforesaid. This restriction applies to all portions of BAY TREE covered by such utility easements. The Association, utility companies serving BAY TREE and their respective assigns are hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance, and replacement thereof.

Section 10.6 **Public Easement.** Fire, police, health, medical, ambulance and other public service personnel and their vehicles shall have a perpetual, non-exclusive easement of ingress and egress over and across the Emergency Access Easement shown on the plat of BAY TREE for the performance of their respective duties.

Section 10.7 **Drainage Easements Over Roads and Rights-of-way.** Developer reserves for itself, and grants to the Association, a perpetual easement for drainage purposes over those portions of platted roads and platted rights-of-way on BAY TREE which are necessary to connect and continue platted drainage easements on BAY TREE from one side of such road or right-of-way to the other side.

Section 10.8 **Landscape Easements.** Developer, for itself and its successors and assigns, shall have a perpetual, non-exclusive easement over, upon and under all portions of BAY TREE designated as Landscape Easements or common areas, for the preservation of existing upland vegetation, including underbrush. No Owner shall be permitted to plant additional vegetation in such areas without approval of the ARC, nor shall any owner be allowed to irrigate into any such areas.

Section 10.9 **Persons Bound; Beneficiaries.** The easements set forth in this Article shall run with the land and shall be binding upon every Owner and every claimant of BAY TREE or any portion thereof or of any interest therein, and their respective heirs, personal representatives, successors and assigns and all persons claiming by, through or under such persons. Should the intended creation or reservation of any easement fail for any reason, then any such easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted or reserved the benefit of such easement, and the Owners designate the Developer and/or Association as their lawful attorneys-in-fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating or reserving such easement(s).

ARTICLE 11.
GENERAL PROVISIONS

Section 11.1 **Indemnification of Directors, Officers and Members of ARC.** Every director and officer and member of the ARC of the Association shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer or member of the ARC, whether or not he is a director or officer or member of the ARC at the time such expenses are incurred, except in such cases where the director or officer or member of the ARC is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer or member of the ARC seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer or director or member of the ARC may be entitled.

Section 11.2 **Duration and Modification.** The covenants shall run with and bind the land subject hereto and shall remain in effect and inure to the benefit of and be enforceable by the Association or a member thereof, or the Owner of any land subject hereto or their respective legal representatives, heirs, successors and assigns, and may be changed, modified, amended, altered or terminated only by a duly recorded written instrument executed by the President and Secretary of the Association upon affirmative vote by (i) during the time there are two classes of members, by the Class B member, or (ii) after Class B membership terminated, by both a majority vote of the Board of Directors of the Association and a two-thirds (2/3) majority vote of all of the Class A members.

Section 11.3 **Notices.** Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 11.4 **Enforcement.** Enforcement of this Declaration shall be any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by 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.

Section 11.5 **Severability.** Invalidation of anyone of the Covenants or Restrictions in this Declaration by judgment or court order

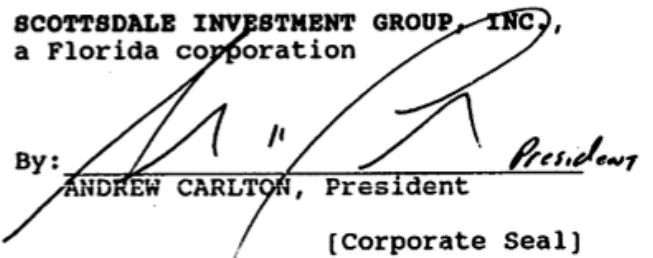
shall in no wise affect any other provision, which shall remain in full force and effect.

Section 11.6 **Subdivision Use Restrictions.** Subdivision use restrictions may be filed in connection with any plat of BAY TREE provided the same do not conflict with the provisions hereof.

Section 11.7 **Effective Date.** This Declaration shall become effective upon recordation of this Declaration in the public records of St. Lucie County, Florida.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on behalf of SCOTTSDALE INVESTMENT GROUP, INC., in its name by its undersigned, duly authorized officer, the day and year first above written.

SCOTTSDALE INVESTMENT GROUP, INC.,
a Florida corporation

By:  *President*

ANDREW CARLTON, President

[Corporate Seal]

Stuart at the Northeast corner of Government Lot 2, Section 11, Township 37 South, Range 41 East; thence run South 00°05' West along the East line of said Lot 2 a distance of 604.44 feet to a concrete monument on the South line of lands formerly conveyed to W. I. Allen for the Point of Beginning; thence running along said South line, run North 89°35' west a distance of 993.91 feet; thence South 88°23' West a distance of 469.80 feet to the waters of the Indian River; thence meandering said waters, run South 02°57'03" West a distance of 308.85 feet to the Northwest corner of lands formerly conveyed to L. D. Jones; thence running along the North line of said L. D. Jones land, run North 88°29'15" East a distance of 834.93 feet; thence South 89°40'15" East a distance of 642.60 feet to said East line of Government Lot 2; thence in Government Lot 1 run South 89'35' East a distance of 133.61 feet to the Westerly right of way line of State Road A1A; thence run North 23°26'30" West along said right of way line a distance of 323.80 feet; thence run North 89°35' West a distance of 2.63 feet to the Point of Beginning; containing 10.66 acres, lying, being and situate in St. Lucie County, Florida.

EXHIBIT "A"

EXHIBIT B
BULK BILL ADDENDUM

THIS BULK BILL ADDENDUM (the "Bulk Addendum") is made and entered into this 1st day of 09/16. 2011 by and between Comcast of Florida/Georgia, LLC, a Limited Liability Company (the "Company"), whose address is 1100 North Point Parkway West Palm Beach, Florida 33407 and B.T. Homeowner's Association, Inc., ("Association") who owns or has control over certain real estate and improvements thereon located at 100 Pepper Lane, Jensen Beach, Florida 34957 (the "Premises"), consisting of 32 residential units. This Bulk Addendum supplements that certain Bulk Services Agreement dated January 1, 2012 by and between Association and the Company (the "Agreement"). All undefined terms used herein shall have the same meaning ascribed to them in the Agreement.

1. The Company agrees to provide Bulk Service to one (1) outlet in each of 32 units. As of the date of this Bulk Addendum, Bulk Service consists of the channel lineup set forth on Exhibit C attached hereto which is subject to change from time to time. The Association shall pay the Company a monthly per unit service fee for Bulk Service equal to \$37.00 per unit plus all applicable taxes and fees. The monthly per unit service fee may be increased by the Company upon thirty (30) days written notice and such increase shall not exceed five percent (5%) per year.

2. The Association acknowledges and understands that a digital receiver is required to receive Bulk Service. To the extent that a resident does not have such equipment within the unit, the Company shall provide each unit with one (1) digital receiver and one (1) remote control capable of receiving Bulk Service & HBO, provided that the resident enters into a separate agreement with the Company accepting responsibility for the receiver, remote and any services purchased which are additional to Bulk Service. If a resident refuses to enter into such agreement or violates such agreement, the Company shall only be required to provide those portions of Bulk Service, which do not require a receiver without any reduction in the monthly per unit service fee. The type of digital receiver and remote provided to the residents shall be at the Company's sole discretion.

3. Any hearing impaired or legally blind unit owner who does not occupy the Unit with a non-hearing impaired or sighted person may discontinue service under this Bulk Addendum without incurring disconnects fees, penalties or subsequent service charges.

4. Monthly per unit service fees pursuant to this Bulk Addendum shall be due and payable upon receipt of an invoice and shall be subject to an administrative fee of 1% per month if not paid within fifteen (15) calendar days of receipt thereof. The Company may terminate this Bulk Addendum upon written notice to Owner in the event payment of the monthly per unit service fee remains unpaid for sixty (60) days.

5. In addition to the Bulk Service, the Company may provide to individual residents certain optional services, including, but not limited to, multi-channel video, internet and voice services (Additional Services"). Additional Services will be addressed in separate agreements with individual unit residents. The Association assumes no liability or responsibility for service charges for Additional Services contracted for by individual residents.

6. Association acknowledges and agrees that the Company has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. Company may in its discretion make additions, deletions or modifications to its channel line-up without liability to Association or anyone claiming through Association. Company shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to Company Or any other reason beyond the reasonable control of Company.

7. This Bulk Addendum shall be effective as of the date set forth above and shall continue for a term concurrent with the term of the Agreement, unless earlier terminated. In the event this Bulk Addendum is terminated by the Company, the Company shall have the right to continue to provide the Services to individual residents pursuant to contracts between the Company and such residents in accordance with the Agreement.

8. Association may not sell, offer for sale or resell any of the services contemplated by this Bulk Addendum without the prior written consent of the Company.

9. The terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Bulk Addendum.

EXHIBIT C

Channel Lineup – Digital Receiver

Martin / St. Lucie Counties Channel Lineup – eff 7/1/11

Basic	Digital Starter	Digital Starter	Music Choice
2 WPBT (PBS - Miami)	23 ABC Family	Ch 1 Video On Demand Access	801 Hit List
3 WPTV (NBC - WPB)	24 Lifetime	80/280 ShopNBC	802 Hip-Hop and R&B
4 WTVX (CW - Ft. Pierce)	25 truTV	81/146 Country Music Television	803 MixTape
5 Home Shopping Network	26 Home & Garden Television	82/104 C-SPAN 2	804 Dance / Electronica
6 WXEL (PBS - WPB)	29 Food Network	83/123 Oxygen	805 Rap
7 WGN (IND - Chicago)	30 MTV	84/118 style.	806 Hip-Hop Classics
8 WPXP (ION - Lake Worth)	31 Spike	105 C-span 3	807 Throwback Jamz
9 WPEC (CBS - WPB)	32 Comcast Sports Southeast	111 ID Investigation	808 R&B Classics
10 WPBF (ABC - Tequesta)	33 ESPN	119 Lifetime Movie Network	809 R&B Soul
11 WFLX (FOX - WPB)	34 ESPN 2	149 Movie Plex	810 Gospel
12 QVC	35 Sun Sports	243 EWTN	811 Reggae
13 WFGC (CTN - PB)	36 The Golf Channel	636 Mun2	812 Classic Rock
14 WTCE (TBN - Ft. Pierce)	37 Fox Sports Net Florida	730 VERSUS	813 Retro Rock
15 WTCN (My Network TV - PB)	38 Univision (Esp)		814 Rock
17 WHDT (IND - Stuart)	39 Comedy Central		815 Metal
19 St. Lucie County	40 CNN		816 Alternative
20 Government Access	41 CNN Headline News		817 Classic Alternative
22 WSCV (Telemundo - Ft. Lauderdale Esp)	42 MSNBC		818 Adult Alternative
97 C-SPAN	43 CNBC		819 Soft Rock
98 TV Guide Network	44 Fox News Channel		820 Pop Hits
99 Leased Access	45 Syfy		821 '90s
201 FKN/WXEL - PBS create *B	46 EI Entertainment Television		822 '80s
202 WXEL - PBS Florida Knowledge Network *B	47 USA Network		823 '70s
203 WXEL - PBS V-me *B	48 TNT		824 Solid Gold Oldies
208 WPBF - ABC Estrella TV *B	49 TBS		825 Party Favorites
212 WPEC-CBS HolaTV *B	50 The Learning Channel		826 Stage & Screen
216 WPTV - NBC Weather PLUS *B	51 History		827 Kidz Only!
225 WTVX-CW LA TV *B	52 Animal Planet		828 Toddler Tunes
230 WTVX - CW WWHB - Azteca America *B	53 Discovery Channel		829 Today's Country
231 WBWP TV Canal 57 *B	54 A&E		830 True Country
	55 American Movie Classics		831 Classic Country
	56 Bravo		832 Contemporary Christian
	57 Hallmark Channel		833 Sounds of the Seasons
	58 The Weather Channel		834 Soundscapes
	59 Disney Channel		835 Smooth Jazz
	60 Cartoon Network		836 Jazz
	61 Nickelodeon		837 Blues
	62 TV Land		838 Singers & Swing
	64 BET		839 Easy Listening
	65 VH-1		840 Classical Masterpieces
	66 FX		841 Light Classical
	67 The Travel Channel		842 Musica Urbana
			843 Pop Latino
			844 Tropicales
			845 Mexicana
			846 Romances

VIDEO ON DEMAND Channel 1: Video On Demand (VOD) is accessed via Channel 1. All VOD content (basic digital content, Pay Per View, premium subscription programs) is found in the VOD library. Specific program access depends on individual subscribership. Comcast reserves the right to modify programming content and access. VOD program access requires subscription to a digital service and a Comcast converter or cable card.

Programming Notice: Comcast reserves the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if any, shall be made available. Comcast may at its' discretion make additions, deletions or modifications to its channel line-up. Comcast shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to Comcast or any other reason beyond the reasonable control of Comcast.