

MARYANNE MURSE, SEMINOLE COUNTY
CLERK OF CIRCUIT COURT & COMPTROLLER
BK 08307 Pgs 0951 - 960; (10pgs)
CLERK'S # 2014084921
RECORDED 08/04/2014 04:22:42 PM
RECORDING FEES \$6.50
RECORDED BY J Eckenroth(all)

*This Instrument Was Prepared By,
And Is To Be Returned To:*

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**AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS FOR ALAQUA**

Pursuant to, and in accordance with, the terms and conditions of Article X of the *Declaration of Restrictive Covenants for Alaquia* which is recorded in Official Records Book 1692, Page 1631, *et seq.* of the Public Records of Seminole County, Florida, as it has been amended (hereinafter sometimes referred to as the "Declaration"), and the notice and voting procedures set forth in the *By-Laws of Alaquia Property Owners Association, Inc.* (hereinafter sometimes referred to as the "By-Laws"), the Owners -- by a vote of at least two-thirds (2/3) of the members of the Association present in person or by proxy and voting at a duly called special meeting of the members of the Association held on May 29, 2014 -- hereby amend the Declaration as follows:

1. A new ARTICLE III, Section 1(i), is hereby created and shall now read as follows:

(b) The rights of the Association to, in accordance with Florida law:

- (i) suspend the automated convenience access to any Owner or resident, and
- (ii) deny access to the community to guests and/or other invitees of an Owner or resident,

whenever an Owner's account remains delinquent in the payment of any portion of that account's assessment liability for longer than 90 days.

Notwithstanding the foregoing, and to encourage responsible work-outs of delinquent accounts, the Board shall not suspend the automated convenience access or deny guest access in those cases where the delinquent Owner has entered into a satisfactory payment plan with the Board prior to June 15, 2014.

Any Owner default in complying with the full terms of an agreed payment plan shall trigger the suspension of automated convenience access and the denial of access to the community to guests and/or invitees of that Owner (and any other occupant of that Owner's property) forthwith and without further notice. Notwithstanding anything hereinabove that could possibly be construed to the contrary, nothing herein shall be interpreted or applied in such a manner as to

deny: (a) medical or mental health services, (b) exterior or interior property maintenance services, or (c) emergency services to any resident of the community at any time.

Should any Owner, tenant, guest, unauthorized vendor or other invitee fail to fully comply with the aforementioned suspension restrictions, as applicable, and enter the community without authorization, said unauthorized entry shall be deemed and treated as an unlawful trespass, a breach of the peace or disorderly conduct to the fullest extent allowed under law, and local law enforcement shall be contacted immediately for assistance.

Nothing herein shall be construed as denying any Owner his or her right to access the community via the staffed guard house entry lane on a 24/7/365 basis.

Any person seeking entry into the community (other than an Owner or Tenant whose automated access privileges has not been suspended) must produce a valid driver's license as a precondition to entry.

The Board reserves the authority under this new ARTICLE III, Section 1(i), to promulgate further rules and policies to police entry into the community as further experience may counsel.

2. ARTICLE V, Section 1, is hereby amended by adding the term "resale assessments" therein, and shall now read as follows:

Section 1. Every Owner of a Lot, by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in any such deed or other instrument of conveyance, hereby covenants and agrees to pay to the Association: (1) an original assessment; (2) annual assessments or charges; (3) special assessments for capital improvements; and (4) resale assessments, with all such assessments to be fixed, established and collected as hereinafter provided.

3. ARTICLE V, Section 7, is hereby amended by replacing its existing language with the following verbiage, and shall read hereafter as follows:

Section 7. Except as otherwise provided by Florida law as amended from time to time, the lien of, and for, all assessments provided for by this Declaration shall be and is hereby made junior, inferior, subordinate and subject in all respects to the lien of any bona fide first mortgage held by an Institutional Lender upon a particular Lot. Any such Institutional Lender who acquires title to a Lot, either as the result of a foreclosure of the first mortgage or as the result of a deed given in lieu of foreclosure of that first mortgage, shall not be liable to the Association for assessments or other charges attributable to the Lot which came due prior to the acquisition of title by said acquirer, except to the extent otherwise allowed by Florida law as amended from time to time.

4. A new ARTICLE V, Section 9, is hereby created and shall now read as follows:

Section 9. The Association is hereby authorized and empowered to establish, make, levy, impose, enforce and collect a resale assessment upon every conveyance of an ownership interest in a Lot -- subsequent to its initial sale to an Owner from the Developer or a builder -- in an amount which is the greater of: (i) \$2,000.00, or (ii) ninety percent (90%) of the account balance reflected in the official records of the Association as owed on the Lot in question on the day immediately preceding the issuance date of a certificate of title, or the recording date of a deed-in-lieu of foreclosure, to a mortgagee (or any of its successors or assigns) whose monetary liability for to the Association is capped by any provision in Chapter 720, Florida Statutes. The due date for payment of the resale assessment shall be the date of closing of the conveyance, and payment of the resale assessment shall be the legal obligation of the transferee. All transferees of those mortgagees (or their successors or assigns) whose liability to the Association is capped by any provision in Chapter 720, Florida Statutes, shall be responsible for paying the resale assessment. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot by deed or other lawful manner of transfer, with or without valuable consideration, including a transfer of possession and beneficial ownership by means of an agreement for deed. However, the term "conveyance" shall not apply to: (a) a transfer of title directly resulting from foreclosure of a mortgage, or deed in lieu thereof, where the liability of the transferee is capped by any provision in Chapter 720, Florida Statutes; (b) a transfer of title directly resulting from the death of an Owner; (c) a transfer of title to a trustee or the transferor's spouse without changing occupancy, solely for estate planning or tax purposes; or (d) a transfer of title to the Association effected via lien foreclosure or otherwise. Moreover, under no circumstances shall the Association be deemed liable for any assessments or other charges arising under the *Declaration of Restrictive Covenants of Alaquia* (as the same may be amended from time to time) by virtue of its acquisition of title to any Lot(s).

5. A new ARTICLE V, Section 10, is hereby created and shall now read as follows:

Section 10. If any assessment, or portion thereof, is not paid within sixty (60) days of its due date, then the quarterly assessments for the next three (3) quarters shall be immediately accelerated, due and payable by the delinquent Owner. Upon acceleration, said accelerated assessments shall bear interest at the highest rate allowed by law. The Association shall have all of the rights provided by Florida law and the Association's governing documents to enforce collection of those accelerated assessments in the same manner as any other delinquent assessment provided for in the Association's governing documents.

6. A new ARTICLE V, Section 11, is hereby created and shall now read as follows:

Section 11. Should the Board of Directors ever fail to comply with any corporate formalities or procedural requirements for enacting assessments under this Declaration, those assessments shall nonetheless remain valid and fully enforceable against all Owners unless an Owner commences a legal proceeding against the Association to enjoin the challenged assessments in advance of their prospective due date, and proves successful in that litigation. It is intended that this Section 11 shall have retroactive effect, as it comports with well-established law as embodied in Section 617.0304, *Florida Statutes*.

7. A new ARTICLE V, Section 11 is hereby created and shall now read as follows:

Section 11. Attorney's fees and costs incurred in: (a) pursuing enforcement of any of the Association's rights pursuant to the Declaration, its By-Laws, its Articles of Incorporation, its Board enacted rules, its Board enacted policies and/or Florida or federal law (whether or not litigation is initiated); and (b) defending and protecting its interests in connection with any mortgage or other foreclosure, any bankruptcy proceedings, or any other legal proceedings wherein the Association's interests may be implicated, shall be fully recoverable by the Association against the Owner or Owners so involved. Such attorney's fees and costs shall be added to, and become part of, the assessment(s) to which each such Owner's Lot is subject, and shall be collected in the same manner as the Association collects delinquent assessments hereunder.

8. A new ARTICLE VI, Section 1 is hereby created and shall now read as follows:

Section 1. In addition to the maintenance to be rendered upon the Common Areas, the Association shall have the right to provide yard and/or landscape maintenance to any Lot, or exterior maintenance upon any improvements or structures erected upon any Lot which, in the Association President's opinion (or the Vice President's opinion in the absence or unavailability of the President), requires such maintenance because said yard, landscaping, improvements and/or structures are being maintained in a substandard manner. The Association shall notify the Owner of said Lot in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected or does not begin and diligently pursue to correct the conditions so noted within fourteen (14) days after the post date of said notice (the "Notice"), the President (or Vice President, in the absence or unavailability of the President) may engage a suitable contractor to perform the maintenance reasonably required to protect the interests of the adjacent Lot Owners (and the community as a whole), *provided that* the cost of the maintenance services so engaged does not exceed the authority of the President to financially obligate the Association without Board approval, as such authority may be prescribed by the Board from time to time. In the event that a maintenance deficiency is such that it is reasonably expected to require recurring attention if not corrected on an ongoing basis -- e.g., lawn mowing, edging, weeding and fertilization -- a single Notice to the Owner shall suffice to

authorize the President (or Vice President) to engage a suitable contractor to perform such maintenance services provided that: (a) the Notice explicitly apprises the Owner of that possibility, and (b) the President (or Vice President) confirms and documents the reasonable necessity for such services -- together with the Association's property manager, a member of the property manager's staff or a second member of the Board of Directors -- prior to engaging said services.

For the purpose of performing such remedial maintenance activities as the President (or Vice President, in the absence or unavailability of the President) may prescribe, the contractor selected shall have the right to enter upon any Lot or exterior of any structure or improvement at reasonable times on any day.

9. ARTICLE VIII, Section 24, is hereby amended by replacing its existing language with the following verbiage, and shall now read as follows:

Section 24. Each Owner desiring to improve his unimproved Lot with a home shall commence construction within ninety (90) days of the Lot's acquisition, and must conclude construction and receive a certificate of occupancy no more than six (6) months after commencing construction; provided, however, that exceptions may be extended by the ARB in extraordinary circumstances. Any such ARB extensions shall require the payments of such extension fees as the ARB may reasonably prescribe. Furthermore, any Owner failing to comply with these restrictions shall be assessed penalties to be prescribed by the Board of Directors, in consultation with the ARB, and such penalties shall be added to, and become part of, the assessment(s) to which each such Owner's Lot is subject, and shall be collected in the same manner as the Association collects delinquent assessments hereunder.

Each Owner desiring to improve his improved Lot with a home addition or other major improvement project shall commence construction within thirty (30) days of receipt of the ARB's approval of such construction project, and must conclude construction and receive a certificate of occupancy (as may be appropriate) no more than six (6) months after commencing construction; provided, however, that exceptions may be extended by the ARB in extraordinary circumstances. Any such ARB extensions shall require the payments of such extension fees as the ARB may reasonably prescribe. Furthermore, any Owner failing to comply with these restrictions shall be assessed penalties to be prescribed by the Board of Directors, in consultation with the ARB, and such penalties shall be added to, and become part of, the assessment(s) to which each such Owner's Lot is subject, and shall be collected in the same manner as the Association collects delinquent assessments hereunder.

10. ARTICLE VIII, Section 1, is hereby amended by replacing its existing language with the following verbiage, and shall now read as follows:

Section 1. All Lots shall be used and occupied as single family residences only. The Board is authorized to develop single family policies and restrictions as experience may suggest prudent. However, nothing herein shall be construed to permit any conduct, policy or restriction that would violate either state or federal Fair Housing or other law.

No building, structure or other Lot improvement may be erected, altered, placed, commenced, or permitted to remain on any Lot unless first approved by the ARB in accordance with the provisions of Article VII.

11. ARTICLE VIII, Section 7, is hereby amended by replacing its existing language with the following verbiage, and shall now read as follows:

Section 7. No noxious or offensive activity shall be carried on or permitted to exist or continue on any Lot. Nothing may be done on any Lot to cause substantial annoyance or nuisance to any other Lot occupants in the community. The Board of Directors shall have the final and exclusive authority to determine whether any particular facts rises to the level of noxious, offensive, substantially annoying or nuisance behavior, and the Board's good faith determination in such regard shall be deemed conclusive and binding on all affected parties.

By way of illustration, but not limitation, the following circumstances arise to the level of noxious, offensive, substantially annoying and/or nuisance conduct: (a) parking of any vehicle, in whole or in part, on the lawn of any Lot; (b) parking of any vehicle, in whole or in part, in such a manner as to obstruct pedestrian travel on any of the sidewalks within the community; (c) loud parties or gatherings that disturb adjacent neighbors; (d) loud, persistent barking of one or more dogs that disturbs adjacent neighbors; (e) littering; (f) any person whose words or conduct causes another to fear for his safety or for the safety of his family and/or guests; and (g) any person who fails to immediately clean up after his dog or dogs have relieved themselves within the community.

12. A new ARTICLE VIII, Section 26 is hereby created and shall now read as follows:

Section 26. No Owner may lease or rent his or her Lot without first obtaining the written approval of the Board of Directors for the Association. No lease agreement shall provide for a term of less than one (1) year or more than two (2) years. All leases must be in writing, on lease forms approved by the Association, and shall be subject to all of the provisions of the Association's governing documents (as they exist currently and as they may be amended hereafter) and all rules and regulations adopted by the Board of Directors (as they currently exist and as they hereafter may be amended). No fraction of a Lot may be leased or rented under any circumstances, and no subleases shall be permitted.

Should any Owner desire to lease his/her Lot, the Owner shall deliver to the Board of Directors of the Association:

- (1) an Intent to Lease form completed by the proposed lessee(s) which shall include the name, address and social security number for each proposed lessee, tenant and occupant of the Lot;

- (2) a release signed by each proposed lessee, tenant and occupant of the Residential Property or Lot, 18 years or older in age, that authorizes the Association to conduct a criminal and credit history check on each such signatory;
- (3) a true and correct, complete and fully executed copy of the proposed Lease (and all addenda and/or exhibits thereto), which proposed Lease must be executed by all parties (including all contemplated occupants of the Lot who are 18 years or older in age);
- (4) an exhaustive list describing each vehicle owned and/or operated by each proposed lessee, tenant and occupant of the Lot, including the make, model, year, color and license tag number for each vehicle;
- (5) an executed written commitment to utilize professional lawn and landscaping services (including fertilization services) and professional pest control services for the duration of the Lease, if approved, and upon approval, true, complete and fully executed copies of the contracts for said professional services (note: any approval granted shall be deemed conditioned upon the Board's satisfaction with the terms of the actual contracts tendered, and copies of invoices evidencing that the services contracted for are being performed are to be submitted to the Association c/o its property manager upon request);
- (6) written consents from all Owners and proposed lessees evidencing their agreement to receive all Association notices via e-mail in lieu of any other media, together with the identification of all e-mail addresses to be used by the Association for said notification purposes;
- (7) all contact information for each Owner and proposed lessee, including all cell phone numbers in addition to all home and work phone numbers;
- (8) such other information as is reasonably requested by the Association, provided that the Association makes such a request no later than fourteen (14) days from receipt of the fully completed and executed Intent to Lease from the Owner(s); and
- (9) payment of such fees as the Board may reasonably prescribe from time to time to cover its costs in processing the applications presented and issuing vehicle decals to approved tenants.

The Association must, within thirty (30) days after the date of its receipt of all of the information required to be submitted above and payment of all required fees (the "Lease Review Period Commencement Date"), either approve or disapprove the proposed lease. In exercising its power of approval or disapproval, the Association shall act in a manner that fully comports with all applicable federal, state and local laws, and

shall disapprove a proposed lease only for a reasonable justification that is consistent with the Board's fiduciary obligations to the membership as a whole. Should the Association fail to approve or disapprove a proposed lease within thirty (30) days after the Lease Review Period Commencement Date, then the lease shall be deemed approved absent grounds that would reasonably excuse the delay.

No Lot may be occupied, on a permanent or temporary basis, by any person deemed a sexual predator under Florida law.

All lease agreements must incorporate, and if they do not, shall be construed and deemed to have incorporated therein automatically, the following covenants, conditions and restrictions:

(1) each lessee and occupant agrees to honor and abide by all of the provisions of the governing documents of the Association (as they currently exist and hereafter may be amended), together with all lawfully enacted rules and regulations adopted by the Board (as they currently exist or hereafter may be amended);

(2) each lessee and occupant agrees that any violation of one or more of the provisions of the governing documents of the Association (as they currently exist and hereafter may be amended), or any lawfully enacted rules and regulations adopted by the Board (as they currently exist and hereafter may be amended), may constitute a material breach of the lease, and grounds for lease termination and eviction by the Association, as the Board may reasonably determine;

(3) each lessee, occupant and Owner agrees that they shall be jointly and severally liable for: (a) all damages suffered by the Association caused by such violations, and (b) reimbursement of the Association's actual costs and expenses, including attorney's fees and costs incurred previous to or in connection with the commencement of proceedings in any forum (e.g., arbitration, trial court, appellate court, bankruptcy court, administrative proceedings, etc.) relating to such violations. If such damages, costs and/or fees are not paid by the lessee(s) and/or occupant(s) within fourteen (14) days after Association demand, the Owner(s) of the Lot shall pay them within twenty-one (21) days after Association demand. All such amounts due shall bear interest at the highest rate allowed by law. In the event that the lessee(s), occupant(s) and the Owner(s) fail to fully comply with their joint and several liabilities to the Association as aforesaid, the Association shall have the right to commence litigation against said parties, or any of them, to recover such liabilities, costs and expenses, together with the recovery of such additional costs and expenses associated with the prosecution of litigation, including attorney's fees and court costs.

In the event that an Owner's account with the Association becomes delinquent, the Owner hereby authorizes the Association to demand and collect directly from the tenant(s) all rent payments necessary to bring the Owner's account with the Association current.

The provisions contained in this Section shall govern all proposed leases fully executed and properly witnessed commencing on the date of the recording of this amendment in the Public Records in and for Seminole County, Florida. Leases fully executed and properly witnessed prior to the date of such recording shall be exempt from compliance with this amendment through the original termination date of the lease; however, any renewals, extensions, or modifications of an existing lease that occur subsequent to the effective date of this amendment shall fully comply herewith.

13. A new ARTICLE VIII, Section 28 is hereby created and shall now read as follows:

Section 28. The maximum number of Lots in the Community that can be leased or rented at any given time shall be capped at ten percent (10%) of the total number of Lots in the Community; provided, however, that the Board of Directors shall have the authority, in the exercise of its reasonable discretion, to grant an exception to a homeowner capable of demonstrating a bona fide, severe hardship case were the ten percent (10%) cap to preclude that homeowner from leasing or renting his or her Lot.

14. ARTICLE X is hereby amended by replacing its existing language with the following verbiage, and shall read hereafter as follows:

This Declaration may be amended, in whole or in part, by sixty percent (60%) of the eligible members of the Association voting in person or by proxy at a special meeting of the members of the Association called for such purpose. A proposed amendment may be initiated by the Board of Directors or by a petition signed by fifteen percent (15%) of the then Owners of Lots. A written copy of the proposed amendment shall be furnished to each Owner with the notice of the meeting, and mailed or delivered to each Owner c/o the address of record appearing on the ownership roster of the Association. The recorded amendment shall contain a certificate of an officer of the Association that such amendment was duly adopted by the members of the Association, and said certificate shall be deemed conclusive as to all parties.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association hereby certify and attest that this *Amendment to Declaration of Restrictive Covenants for Alaqua* accurately reflects and memorializes the votes cast by the membership at a duly called special meeting of the members of the Association held on May 29, 2014.

Signed, sealed and delivered
in the presence of:

ALAQUA PROPERTY OWNERS
ASSOCIATION, INC, a Florida not-for-profit
corporation

Donna Schwartz
Donna Schwartz
(Name Printed or Typed)

By:

[Signature]
John Ritenour, as its President

Marsha Wendt
Marsha Wendt
(Name Printed or Typed)

Donna Schwartz
Donna Schwartz
(Name Printed or Typed)
Marsha Wendt
Marsha Wendt
(Name Printed or Typed)

By:

[Signature]
Heath Ritenour, as its Secretary

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was sworn to and subscribed before me this 25 day of July, 2014, by John Ritenour, as President of Alaqua Property Owners Association, Inc., and by Heath Ritenour, as Secretary of Alaqua Property Owners Association, Inc., on behalf of said corporation. They are each personally known to me or have produced _____ as identification.

Donna Schwartz
NOTARY PUBLIC-STATE OF FLORIDA

