

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04888 PG 0997
CLERK'S # 2003111325
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This instrument was prepared by
and should be returned to:
Larry Z. Glickman, Esq.
SACHS, SAX & KLEIN, P.A.
Post Office Box 810037
Boca Raton, Florida 33481-0037

(x) Sentry Mgmt

**CERTIFICATE of AMENDMENT to the
DECLARATION OF RESTRICTIVE COVENANTS FOR ALAQUA**

THIS CERTIFICATE of AMENDMENT to the DECLARATION OF RESTRICTIVE COVENANTS FOR ALAQUA is made this 20th day of June, 2003, by the undersigned officer of Alaquia Property Owners Association, Inc. ["Association"], as follows:

WITNESSETH:

WHEREAS, the Declaration of Restrictive Covenants for Alaquia was recorded at Official Records Book 1692, Page 1633, *et seq.*, of the Public Records of Seminole County, Florida, together with all amendments thereto ("Declaration"), and established covenants running with the land therein described; and

WHEREAS, Pursuant to Article X of the Declaration, the Declaration may be amended upon the approval of two thirds (2/3) of the members of Association as provided therein; and

WHEREAS, Association desires that the Declaration as herein amended be certified of record as notice to all current and future owners of property subject to the Declaration of the contents thereof.

NOW, THEREFORE, the undersigned officer of Association hereby certifies that:

1. On May 21, 2003, at a duly conducted Special Meeting of the members of Association, which Special Meeting was adjourned and continued through May 29, 2003, and at which Special Meeting a quorum was present and acting throughout, the members of Association adopted the Seventh Amendment to the Declaration ("Amendment"), a true copy of which Amendment is attached hereto as Exhibit "A" and made a part hereof, in accordance with the terms of Article X of the Declaration and the governing documents of Association.

2. The approval and adoption of the Amendment is recorded in the minutes of Association and said approval is unrevoked.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this

Witnesses:

Mindy Richardson
Signature

Mindy Richardson
Print Name

Jerry Pekaruk
Signature

JERRY PEKARUK
Print Name

[Signature]
By: _____
Title: PRESIDENT

PROVINCE OF ONTARIO
REGION OF HALTON

STATE OF FLORIDA)
CITY OF DUNLINGTON : ss.:
COUNTY OF SEMINOLE]

The foregoing instrument was acknowledged before me this 20th day of June, 2003, by Michael DeCriste as President of Alaqua Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the Association. He/she is personally known to me or has produced as identification.

Larry William Matt Lewis
NOTARY PUBLIC, ~~State of Florida~~ Province of Ontario
Canada

M:\Association\Alaqua POA\Certificate.wpd

EXHIBIT "A"

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

**ARTICLE XV
LEASE OF COUNTRY CLUB FACILITIES**

WHEREAS, Alaqua is a residential country club community featuring the amenities of Alaqua Country Club, Inc. ("Country Club"); and

WHEREAS, this Declaration as originally recorded provides that the Declaration was established as a covenant running with the land for the purpose of protecting the value and desirability of the real property in the Alaqua community; and

WHEREAS, the values of the Lots in the Alaqua community and the quality of lifestyle of the residents are positively impacted by the Country Club amenities being maintained in an attractive and first class manner; and

WHEREAS, the Board of Directors of Alaqua Property Owners Association Inc. ("Association") has made certain determinations based upon an investigation, including consultations with several experts, as follows:

1. Financial pressures on the Country Club are foreseeable if the operation of the Country Club continues on an optional participation basis for Lot Owners in Alaqua.
2. Comparable country club communities within the immediate area are characterized by having: (a) a much larger number of homes within the community from which to draw a membership base; (b) access to the golf club outside the security gates or by way of a separate entrance, thereby causing public play to have an insignificant effect on the community with regard to security and wear and tear on private infrastructure; or (c) the community was sold to ultimate purchasers based upon the golf course being public or semi-private.
3. There is a trend in Florida toward resident financial participation in on-site country club facilities which could well isolate the Alaqua community as one of a diminishing number of gated, upscale developments where

purchasers can take advantage of the ambiance of a country club community without making any financial contribution.

4. The natural aging of the Alaqua community itself will likely result in diminished financial participation by an increasing number of Lot Owners.

5. There are foreseeable trends toward a diminishing resident Country Club membership base, which will necessarily impact on continuous, stable funding; and

WHEREAS, Association has the responsibility to take actions necessary to preserve the value of Owners' Lots, and the quality of lifestyle of the residents of the Alaqua community; and

WHEREAS, the Board of Directors of Association, applying its business judgment, has approved a course of action to address the Country Club's future financial stability and its impact on the lifestyle and home values in the Alaqua community. The Board has determined that the Declaration should be amended to provide for universal Owner financial participation in the Country Club at a minimum level through the mechanism of an Association lease of certain facilities of the Country Club; the foregoing being a reasonable method to ensure that the Country Club amenities, which are a basic feature of the Alaqua community, are maintained in an attractive and first class manner in order to enhance the value of Owners' Lots and the quality of lifestyles at Alaqua;

NOW, THEREFORE, Article XV, LEASE OF COUNTRY CLUB FACILITIES is added to the Declaration, as follows:

Section 1. The Association may enter into a Lease of Country Club Facilities with Alaqua Country Club, Inc. ("Country Club") as provided on Schedule "1" attached hereto and made a part of this Declaration ("Lease").

Section 2. The Lease expense chargeable to Association shall be an operating expense of the Association under Article V, Section 2 of the Declaration.

Section 3. Any increase in annual assessments for Lease expense incurred incident to adoption of this Article XV shall be excluded from the calculation of annual assessment increases under Article V, Section 4 of the Declaration.

Section 4. In order to provide that the level of assessments paid by Owners shall be commensurate with the Owners' rights to use the Country Club facilities as provided

under the Lease, all of the Lots shall be subject to the payment of an equal share of the expense of the Lease as a common expense, with the exception of the following:

(i) An Owner's vacant Lot shall be excepted. For purposes hereof, a vacant Lot is defined as a Lot unimproved with a residence, or, in the event a single residence is located upon more than one (1) Lot, the Lot other than the Lot which is improved with the largest portion of the residence;

(ii) An Owner's Lot with a home under construction shall be excepted until such time as a final certificate of occupancy is issued;

(iii) An Owner's Lot containing only a guest house serving another adjacent Lot which is improved with a residence shall be excepted.

(iv) An Owner's Lot improved with an unoccupied residence constructed by a professional homebuilder for resale to a third party purchaser shall be excepted, until such resale or until occupancy of the residence.

(v) The Lot of an Owner who is a Legacy Club Member, and who has thereby pre-paid lifetime Country Club dues, shall not be assessed for expenses under the Lease for so long as the Owner of the Lot is a Legacy Club Member.

(vi) The Country Club pays the equivalent of three (3) Lots' assessments; the Country Club shall not be assessed for expenses under the Lease.

(vii) Any other property not subject to assessment under Article V, Section 8 hereof shall be excepted.

Section 5. Coextensive with the term of the Lease, Association shall have an option to purchase the facilities of the Country Club, as provided in Section 720.31, Fla. Stat., as same may be amended from time to time.

Section 6. The Lease provides for an initial two (2)- year term, with three (3) five (5)- year renewal periods. The Lease is automatically renewed, unless Association exercises its right to terminate or not renew as provided in the Lease. Prior to the time of termination of Class B membership in Association, as provided in Article IV, Section 2 of the Declaration, the Board of Directors may in its discretion elect to terminate or not renew the Lease. Thereafter, termination or non-renewal of the Lease may only take place upon the approval of two thirds (2/3) of the total number of members of Association.

SCHEDULE "1"

LEASE OF COUNTRY CLUB FACILITIES

THIS LEASE OF COUNTRY CLUB FACILITIES ("Lease") is entered into as of the 1st day of June, 2003, by and between ALAQUA PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") and ALAQUA COUNTRY CLUB, INC., a Florida not-for-profit corporation ("Country Club").

WITNESSETH:

WHEREAS, the Association is the "Association" pursuant to that certain Declaration of Covenants, Conditions, Easements and Restrictions for Alaquá, recorded at Official Records Book 1692, Page 1631, Public Records of Seminole County, Florida, as amended ("Declaration"); and

WHEREAS, the Declaration was amended by that certain Seventh Amendment to the Declaration of Restrictive Covenants for Alaquá ("Seventh Amendment") which among other things provided that the Association may enter into this Lease with the Country Club; and

WHEREAS, the Country Club owns the property known as the Alaquá Country Club consisting of a Clubhouse, swimming pool, tennis courts, golf course and related facilities located within the Alaquá community in Seminole County, Florida ("Country Club Facilities") operated in accordance with the Alaquá Country Club Bylaws and other Rules and Regulations as promulgated from time to time (collectively referred to as the "Country Club Governing Rules"); and

WHEREAS, the Association and the Country Club desire to enter into this Lease to provide that the Owners shall have certain privileges of use of the Country Club Facilities, including without limitation, the dining room, tennis facility, pool and workout room, plus certain golf privileges on a fee basis, with no food or beverage purchase minimum requirements and to set forth the terms, conditions and payment for such use as more specifically set forth in this Lease;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2. Lease to Association. The Country Club hereby leases to Association, for and on behalf of the Owner ("Owner") of each Lot assessable under the terms of the Seventh Amendment ("Lot"), certain of the Country Club Facilities subject to the terms and conditions of this Lease. In the event of a conflict between this Lease and the Country Club Governing Rules, this Lease shall prevail.

3. Use of Country Club Facilities. Under this Lease Owners and their Immediate Family Members (as that term is defined in the Country Club Governing Rules) shall have the non-exclusive privilege to use all of the Country Club Facilities, including without limitation, the dining room, tennis facility, pool and workout room, plus golf privileges on a payment-for-play basis. Owners' guests and tenants shall be allowed use of the Country Club Facilities subject to the fees and conditions in the Country Club Governing Rules. Owners shall have no minimum requirements for use of the Country Club's dining facilities.

A. Each Owner shall be entitled each month to one (1) round of golf for up to three (3) guests who must either be family members or non-residents of Alaqua at no cost ("Monthly Round of Golf"). One participant must be the Owner and the other participant(s) may be guest(s) of the Owner. No Owner may be the guest of another Owner under this provision. If the Owner does not use this Monthly Round of Golf during any such month it does not "roll over" to the next month. Golf cart fees are not included in the Monthly Round of Golf and must be paid by the Owner at the time of such play.

4. Lease Fee.

A. The Association shall pay to Country Club, in accordance with the Seventh Amendment, a quarterly Lease Fee for the use of the Country Club Facilities herein granted ("Lease Fee"). The initial Lease Fee shall be Six Hundred and No/100 Dollars (\$600.00) per quarter multiplied by the number of Lots assessable under the terms of the Seventh Amendment. The Lease Fee shall increase annually during the term hereof in an amount not to exceed two and one-half percent (2 1/2%) of the prior year's Lease Fee, as determined by the Country Club.

B. Owners who are members of the Country Club through a membership program with the Country Club shall be given a credit by the Country Club against said Owner's Country Club fees or dues, which credit shall be equal to the amount assessed against said Owner's Lot by Association pursuant to this Lease.

5. No Voting Rights. Neither Association nor Owners are granted any voting or other membership rights under the governing documents of the Country Club by virtue of this Lease.

6. Term of Lease and Termination. The initial term of this Lease shall be for a period of two (2) years, commencing on June 1, 2003, and is automatically renewed by the Association for three (3) additional five (5)- year terms, subject to termination by the Association as provided in Section 6 of the Seventh Amendment.

A. The termination of this Lease shall not affect the rights of either party with respect to any damages it has suffered as a result of any breach of this Lease, nor shall it affect the rights or obligations of either party with respect to liability or claims accrued, or arising out of events occurring, prior to the date of termination, all of which shall survive such termination.

B. The Association shall have the right to terminate this Lease, as provided in Section 6 of the Seventh Amendment, effective immediately upon delivery of notice to the Country Club, in the event a material portion of the Country Club's facilities are sold or transferred (including but not limited to lease transactions) to any third party, or shares of stock in the Country Club are sold, conveyed, transferred, assigned or exchanged after the date of this Lease such that, after such transaction(s), more than 49% of the shares of stock, and/or voting control, of the Country Club are owned or controlled, directly or indirectly, by a single party or any organized or related group of persons and/or entities who are not property owners within the Alaqua community.

C. Notwithstanding any provision hereof to the contrary, the Association may terminate this Lease, as provided in Section 6 of the Seventh Amendment, at any time and for any reason in its sole discretion, effective ninety (90) days after notice of such termination is given by the Association to the Country Club. In the event that this Lease is terminated as provided herein, the rights of Association and of the Owners arising hereunder shall terminate as of the effective date of such termination, and the obligation to pay Lease Fees shall also terminate.

7. Country Club Services. The Country Club agrees to consistently operate and maintain the Country Club in a high-quality professional manner consistent with standards for comparable facilities in central Florida, in full compliance with all applicable federal, state, and municipal laws, ordinances, regulations and orders. The Country Club shall at all times have in its employ or contract for sufficient personnel to enable it to properly, adequately, safely and economically perform all of the duties typically found in such facilities. The Country Club shall at a minimum fully maintain the

use of all of its current facilities during the term of this Lease. The Country Club shall all times during the term of this Lease cause the operator of the Country Club to be fully managed by a third-party duly-qualified country club manager reasonably experienced in the management of comparable facilities.

8. Association Participation in Country Club Board of Directors. In light of the influence of Country Club's operations on the real property values in the Alaqua community, and as additional consideration for entering into this Agreement, Country Club agrees that co-extensive with the term of this Agreement, Country Club will have a maximum of eight (8) Directors on its Board of Directors: Four (4) of said Directors shall be elected by members of Country Club and four (4) of said Directors shall be appointed by the Board of Directors of Association. Country Club represents to Association that the terms of this Section 8 are authorized by the governing documents of Country Club, and that all requisite corporate action to effect the terms of this Section 8 has or will be taken prior to the date of commencement of this Agreement.

9. Notice. Any notice required or permitted to be served pursuant to this Lease shall be in writing and shall be hand delivered, transmitted electronically (i.e. telecopier service) with verification of receipt or depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or deposited with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

a. If to Country Club:

Alaqua Country Country Club, Inc.
3060 Players Point
Longwood, FL 32779
Attention: _____
Telephone: (407) 333-2582
Telecopier: (407) 333-0764

b. If to Association:

Alaqua Property Owners Association, Inc.
C/O Sentry Management, Inc.
2180 West S.R. 434, Suite 5000
Longwood, FL 32779
Attention: _____
Telephone: (407) 788-6700
Telecopier: (407) 788-7488

c. Either party may change the address for notice by written notice to the other party.

Notice shall be deemed to have been given upon actual receipt of said notice at the appropriate address as set forth above.

10. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Country Club as well as the heirs, administrators, successors and assigns of the Association.

11. General Provisions.

A. No Assignment. This Lease and all rights hereunder shall not be assignable by either party hereto except as otherwise as specified herein.

B. Amendments. Except as otherwise herein provided, any and all amendments, additions or deletions to this Lease shall be null and void unless: (a) consistent with the Seventh Amendment; and (b) approved by both the Country Club and the Association in writing.

C. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Lease.

D. Execution and Counterparts. To facilitate execution, the parties hereto agree that this Lease may be executed and telecopied to the other party and that the executed telecopy shall be binding and enforceable as an original. This Lease may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single Lease.

E. Governing Law. This Lease shall be governed by and construed under the laws of the State of Florida.

F. Severability. This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the

remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

G. Complete Lease. This Lease constitutes the entire Lease between the parties with respect to the activities noted herein and supersedes and takes the place of any and all previous Leases entered into between the parties, if any.

H. Attorneys' Fees and Costs. In the event of any dispute arising under the terms and provisions of this Lease, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' and paralegals' fees and costs incurred relative thereto, whether incurred before or during trial, or on any appeal or rehearing.

I. Option to Purchase. Coextensive with the term of the Lease, Association shall have an option to purchase the facilities of the Country Club, as provided in Section 720.31, Fla. Stat., as same may be amended from time to time.

J. Association Responsibility. In light of the fact that only Owners, and not Association itself, will enjoy the rights and privileges granted under this Lease, the parties expressly agree that Association has no responsibility to the Club, nor to any Owner, for: (i) the maintenance or condition of any Club property; (ii) for the actions of any Owner, his or her family members, guests and/or invitees; (iii) for the actions of any Country Club member, his or her family members, guests and/or invitees; or (iv) for the actions of any Country Club officer, employee, or invitee.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures to this Lease this 20th day of June, 2003.

WITNESSES:

Mindy Richardson
Witness 1 Signature

Mindy Richardson
Witness 1 Print Name

Association:

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

By: [Signature]

Print Name: MIKE DEGRDOTE
Title: President

Jerry Pekaruk
Witness 2 Signature

JERRY PEKARUK
Witness 2 Print Name

Norma J. Hart
Witness 1 Signature

NORMA J. HART
Witness 1 Print Name

Nancy Fichtorn
Witness 2 Signature

NANCY FICHTORN
Witness 2 Print Name

Country Club:

ALAUCA COUNTRY CLUB, INC.,
a Florida not-for-profit corporation

By: L.E. Fichtorn

Print Name: L.E. FICHTORN
Title: President

Declaration Amendment.fn17.doc