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SEMINOLE COUNTY
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*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 held on February 21, 2011 -- 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 March 15, 2011. A satisfactory payment plan shall require payment of at least one-third (1/3) of the outstanding balance on or before March 31, 2011, and a commitment to retire the remaining balance within one hundred twenty (120) days thereafter.

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) reasonably necessary medical or mental health services, (b) exterior 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 suspension restrictions noted hereinabove, as applicable, and enter the community without authorization, said unauthorized entry shall be deemed an unlawful trespass and local law enforcement shall be contacted immediately for assistance in removing the trespasser from the community.

Nothing herein shall be construed as denying an Owner the right to access the community via the staffed guard house entry lane.

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 also has the authority 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 now read 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 in 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 mortgage or as the result of a deed given in lieu of foreclosure, 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 provided 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. The amount of the resale assessment shall be adjusted by the Board from time to time in its sole but reasonable discretion, taking into account the anticipated operational needs of the Association, the cash-flowing of the Association's income, the extent of member delinquencies and bad debt, the impact of pending mortgage foreclosure activity within the community, and any other reasonable financial factors consistent with the Board's fiduciary duties to its membership. 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. For purposes of this Section 1, 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 transfer is to an Institutional Lender who held said mortgage at the commencement of the foreclosure action; (b) a transfer of title directly resulting from the death of an Owner; or (c) a transfer of title to a trustee or the transferor's spouse without changing occupancy, solely for estate planning or tax purposes.

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. 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.

7. 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.

8. 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.

9. 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 be violative of state or federal Fair Housing 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.

10. 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.

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

Section 26. Should an 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, tenants and occupant of the Lot;
- (2) a release signed by each proposed lessee, tenant and occupant of the Lot, 18 years or older in age, that authorizes the Association to conduct a personal background 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);
- (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) a 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, a true and correct, complete and fully executed copy 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 invoices evidencing that the services contracted for are being performed are to be submitted to the Association c/o its property manager, *e.g.*, if the service contract calls for monthly service, then monthly service invoices are to be submitted; if the service contract calls for quarterly service, then quarterly service invoices are to be submitted);
- (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) payment of such fees as the Board may reasonably prescribe from time to time to cover its costs in processing the applications presented; and

- (9) 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 form the Owner(s).

12. A new ARTICLE VIII, Section 27 is hereby created and shall now read as follows:

Section 27. The maximum number of Lots in the Community that can be leased or rented at any given time shall be capped at five percent (5%) 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 five percent (5%) cap to preclude that homeowner from leasing or renting his or her Lot.

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

Section 28. The provisions contained in ARTICLE VIII, Sections 26 and 27, shall govern all proposed leases fully executed and properly witnessed after the date of the recording of this amendment in the public records in and for Seminole County, Florida. Existing leases fully executed and properly witnessed shall be exempt from compliance with ARTICLE VIII, Sections 26 and 27 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 with its provisions.

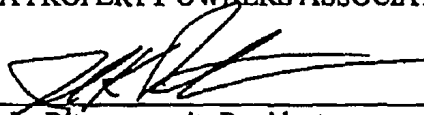
IN WITNESS WHEREOF, the undersigned President and Secretary of the Association hereby certify and attest that this *Amendment to Declaration of Restrictive Covenants for Alaqua* accurately reflects and memorializes the votes cast by the membership at a duly called special meeting of the members of the Association held on February 21, 2011.

Signed, sealed and delivered
in the presence of:

Kim Demanche
Kim Demanche
(Name Printed or Typed)

ALAQUA PROPERTY OWNERS ASSOCIATION, INC.

By:


John Ritenour, as its President

Suzanne Spinella-Axeltyne
Suzanne Spinella-Axeltyne
(Name Printed or Typed)

Kim Demancke

Kim Demancke
(Name Printed or Typed)

By: [Signature]
Heath Ritenour, as its Secretary

[Signature]

Suzanna Spivack - Aseltine
(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was sworn to and subscribed before me this 28th day of February, 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.

Carol Musselwhite
NOTARY PUBLIC-STATE OF FLORIDA

