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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 the Association held on July 10, 2012 -- 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 July 10, 2012. A satisfactory payment plan shall require payment of at least one-third (1/3) of the outstanding balance on or before July 10, 2012, 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) 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, and local law enforcement shall be contacted immediately for assistance in removing the trespasser from the community.

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 reasonable 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 of \$2,000.00 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 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. 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 be violative of state or federal Fair Housing law.

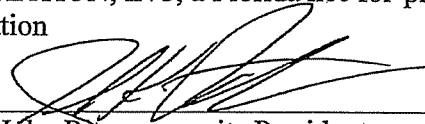
compliance with ARTICLE VIII, Sections 26 and 27 through the original termination date of the lease; however, any renewals, extensions, or modifications of an existing lease that occur subsequent to the effective date of this amendment shall fully comply with its provisions.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association hereby certify and attest that this *Amendment to Declaration of Restrictive Covenants for Alaquia* accurately reflects and memorializes the votes cast by the membership at a duly called special meeting of the members of the Association held on July 10, 2012.

Signed, sealed and delivered
in the presence of:

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

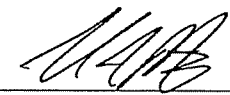
Carol Musselwhite

By: 
John Ritenour, as its President

CAROL MUSSELWHITE
(Name Printed or Typed)

Kim Demanche
KIM DEMANCHE
(Name Printed or Typed)

Carol Musselwhite

By: 
HEATH RITENOUR, as its Secretary

CAROL MUSSELWHITE
(Name Printed or Typed)

Kim Demanche
KIM DEMANCHE
(Name Printed or Typed)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was sworn to and subscribed before me this 5th day of July, by John Ritenour, as President of Alaquia Property Owners Association, Inc., and by HEATH RITENOUR, as Secretary of Alaquia Property Owners Association, Inc., on behalf of