

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 07954 Pgs 1499 - 1507; (9pgs)  
CLERK'S # 2013015578  
RECORDED 01/31/2013 02:29:48 PM  
RECORDING FEES 78.00  
RECORDED BY J Eckenroth(all)

Prepared By and Return To:

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**AMENDMENT AND RESTATEMENT TO THE SEVENTH AMENDED  
SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS FOR ALAQUA**

**THIS AMENDMENT AND RESTATEMENT TO THE SEVENTH AMENDED  
SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS ("Amendment  
and Restatement")** is made and entered into this 10<sup>th</sup> day of January, 2013 by **STEEL  
CURTAIN OF CENTRAL FLORIDA, LLC**, a Florida limited liability company, whose  
address is whose address is 1855 W. State Road 434, Suite 230, Longwood, Florida 32750  
("Developer") and **ALAQUA PROPERTY OWNER'S ASSOCIATION, INC.**, a Florida not-  
for-profit corporation, whose address is 2180 W. State Road 434, Suite 5000 Longwood, Florida  
32779 ("Association").

**WITNESSETH:**

**WHEREAS**, Developer is the successor "Developer" (as such term is defined in the  
Declaration (as defined below)) to Alaqua, a Florida Joint Venture ("**Original Developer**"), and  
the successor to all development rights of the Original Developer.

**WHEREAS**, the Original Developer imposed certain restrictive covenants on real  
property located in Seminole County, Florida, by that certain Declaration of Restrictive  
Covenants for Alaqua, recorded in Official Records Book 1692, Page 1631 of the Public Records  
of Seminole County, Florida, as amended by the First Supplemental Declaration of and First  
Clarifying Amendments to the Restrictive Covenants for Alaqua, recorded in Official Records  
Book 1897, Page 0697; the First Amendment to First Supplemental Declaration of and First  
Clarifying Amendment to Restrictive Covenants for Alaqua recorded in Official Records Book  
1925, Page 0682; Second Supplemental Declaration of Restrictive Covenants for Alaqua  
recorded in Official Records Book 2104, Page 1206; Third Supplemental Declaration of  
Restrictive Covenants for Alaqua recorded in Official Records Book 2244, Page 1608; Fourth  
Supplemental Declaration of Restrictive Covenants for Alaqua recorded in Official Record Book  
2600, Page 1709; Fifth Supplemental Declaration of Restrictive Covenants for Alaqua recorded  
in Official Records Book 2947, Page 1242; Sixth Supplemental Declaration of Restrictive

Covenants for Alaqua recorded in Official Record Book 3718, Page 1883; Seventh Amended Supplemental Declaration of Restrictive Covenants for Alaqua recorded in Official Record Book 7174, Page 668; Amendment to Declaration of Restrictive Covenants for Alaqua recorded in Official Record Book 7533, Page 1233; and Amendment to Declaration of Restrictive Covenants for Alaqua recorded in Official Records Book 7870, Page 851, all of the Public Records of Seminole County, Florida (herein collectively referred to as the "Declaration");

**WHEREAS**, Developer is re-platting Lots 1 through 8, inclusive, and Tracts B, D, E, and F, as shown on that certain plat "Reserve at Alaqua Country Club" recorded in Plat Book 74, Pages 70 through 74, inclusive, Public Records of Seminole County, Florida, into forty-four (44) single-family lots (the "44 Lots") and various Common Areas (as defined below) (the 44 Lots and the Common Areas are collectively referred to as the "New Additional Lands"). The New Additional Lands are more particularly described on Exhibit "A" attached hereto and incorporated herein;

**WHEREAS**, Developer previously submitted a portion of the New Additional Lands to the general scheme, coverage, and operative effect to Declaration pursuant to that certain Seventh Amended Supplemental Declaration of Restrictive Covenants for Alaqua recorded in Official Record Book 7174, Page 668, Public Records of Seminole County, Florida (the "Seventh Amended Supplemental Declaration");

**WHEREAS**, pursuant to Article II, Section 1 of the Declaration, the Developer reserves the right, from time to time, in its discretion, to cause additional lands to become subject to the Declaration and to revoke, modify or add to the covenants established by the Declaration as to additional lands made subject to the Declaration;

**WHEREAS** Article IX of the Declaration reserves unto the Developer the right to amend the Declaration in whole or in part as to any additional lands annexed to the Declaration; and

**WHEREAS**, the Developer, as owner of all the New Additional Lands, which a portion but not all of the New Additional Lands were made subject to the Declaration pursuant to the Seventh Amended Supplemental Declaration, hereby desires to amend and restate the Seventh Amended Supplemental Declaration.

**NOW, THEREFORE**, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the Developer, by virtue of its rights of Developer under the Declaration, does hereby covenant, stipulate and declare as follows:

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

2. Definitions. Capitalized terms used in this Amendment and Restatement shall have the same meaning given to such terms in the Declaration, unless otherwise indicated in this Amendment and Restatement.

3. Extension of Declaration to New Additional Lands. Pursuant to provisions of Article II and Article IX of the Declaration, Developer, by execution and recording in the Public Records of Seminole County, Florida of this Amendment and Restatement, does hereby declare that the New Additional Lands shall be subjected to the scheme, coverage, and operative effect of, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, reservations, charges and liens contained in the Declaration, as modified herein.

4. Assessments. Article V of the Declaration is hereby amended with respect to the New Additional Lands by exempting the New Additional Lands from the payment of any and all assessments required by an Owner of a Lot pursuant to Article V of the Declaration, including, without limitation, original assessments, annual assessments or charges, and special assessments until such time as the purchaser of the 44 Lots from Developer (the "Bulk Purchaser") has obtained a certificate of occupancy on an individual Lot and sold said Lot to a third-party purchaser with a dwelling unit constructed thereon. The New Additional Lands are exempt from resale assessments until such time as the third-party purchaser who has obtained a Lot from a builder subsequently conveys its ownership interest in the Lot to an Owner. Annual assessment for each of the 44 Lots shall not exceed \$2,000.00 per year unless the Board of Directors determines to increase the annual assessments with respect to all of the Lots in the Association in accordance with Article V, Section 4 of the Declaration. In addition to the payment of annual assessments, each Lot Owner within the New Additional Lands, upon the commencement of paying annual assessments, shall also be required to pay a neighborhood assessment to the Association in the amount of \$1,200.00. The purpose of the neighborhood assessment is to offset the costs expended by the Association to maintain the lawn and landscaping on each of the Lots located within the New Additional Lands in accordance with section 5 below. Each Lot Owner within the 44 Lots shall pay to the Association the neighborhood assessment at the same time that it pays the annual assessment. From and after the date of this Amendment and Restatement, the term "assessment" as such terms is used in the Declaration shall also mean and refer to the neighborhood assessment. The Association shall have the authority to enforce payment of the neighborhood assessment in the same manner as the Association enforces the payment of the annual assessment. The Association shall have the right to increase the amount of the neighborhood assessment by an amount not to exceed ten percent (10%) each year unless two-third's (2/3) of the Owners of Lots in the New Additional Lands agree to an increase in the

neighborhood assessment in an amount greater than 10% of the prior year's neighborhood assessment.

5. Lawn and Landscape Maintenance. Upon the commencement of one or more of the 44 Lots' requirements to pay the annual assessments in accordance with paragraph 4 above, the Association shall become responsible for maintaining the landscaping of said lot, in accordance with the architectural and community standards established for other Lots. The Association's responsibilities shall include, without limitation, mowing, edging, trimming, weeding, irrigating, and fertilizing the landscaping installed on the 44 Lots by Developer or the Bulk Purchaser. The Association shall not have any responsibility to replace any landscaping installed by the Developer or the Bulk Purchaser unless, because of the Association's actions, such landscaping requires replacement in order to comply with the community standards. The Developer or the Bulk Purchaser will install an irrigation system to serve each of the 44 Lots. The Association shall not be responsible for maintaining, repairing, and/or replacing the irrigation system. However, no Owner may make alterations, modifications, or other changes to the irrigation system without consent of the ARB. Whenever it is necessary for the Association to enter upon one or more of the 44 Lots in order to maintain the landscaping in accordance with this Section 5, the Association shall have the irrevocable right to access the Lot and an easement over, under, across, and upon the Lot (but with no right of entry into the dwelling) in order to fulfill its landscape maintenance obligations hereunder, provided that such entry shall be made at reasonable times and with reasonable advance notice.

6. Architectural Review Board. Article VII of the Declaration is hereby amended to provide that the Amended and Restated Planning Criteria established by the ARB for Alaqua shall not apply to the New Additional Lands. The 44 Lots shall be subject to the Architectural Design and Review Manual for the Reserve at Alaqua, as amended from time to time ("**Reserve at Alaqua Design Manual**"), which has been approved by the ARB. A copy of the Reserve at Alaqua Design Manual may be obtained from the Association and/or the ARB. The foregoing provisions of this section 6 shall not alleviate an Owner of one or more of the 44 Lots requirement to comply with the obligations of Article VII of the Declaration with respect to obtaining ARB approval in accordance with the standards imposed by the Reserve at Alaqua Design Review Manual.

7. General Restrictions.

a. Commencement and Completion of Construction. Article VIII, Section 24 of the Declaration, as amended, is not applicable to the 44 Lots. Instead, with respect to the New Additional Lands, commencement of construction on individual Lots shall commence within ninety (90) days of Bulk Purchaser recording a Notice of Commencement to commence construction of a single-family dwelling on a Lot within the 44 Lots. The construction, repair,

rebuilding, or reconstruction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction until the same shall be fully completed, but in event later than nine (9) months after commencement of construction, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God and other similar causes.

b. Repainting of Homes. If the exterior of any dwelling unit (including trim, doors and garage doors) located on the 44 Lots is repainted, it shall be painted in the same color or as close to the original same color unless an alternative color is approved by the ARB.

8. Consent by Association to Accept Common Areas. Declarant, or its successor and assigns of the New Additional Lands, will convey or cause to be conveyed to the Association in one or more conveyances, and the Association shall accept, the title in the common areas shown on the Plat of the Reserve at Alaqua, recorded in Plat Book 77, Page(s) 11 through 15, inclusive, Public Records of Seminole County, Florida (the "Plat"). Pursuant to the Plat, the following tracts are designated as "Common Areas":

Tract A	Recreation and Open Space
Tract F	Open Space/Landscape/Drainage/Utility and Sidewalk Tract
Tract G	Open Space/Landscape/Drainage/Utility and Sidewalk/Signage and Entry Wall Tract
Tract H	Private Road Tract

The Association shall not have the right to decline the conveyance of the Common Areas. The conveyance shall be subject to taxes for the year of conveyance, restrictions, conditions and limitations of record, and easements for ingress, egress, drainage and public utilities in favor of any governmental entities or private parties. Upon recordation of any deed or deeds conveying the Common Areas to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds. No title insurance or title opinion shall be provided to the Association. The Association further acknowledges and agrees that it shall maintain the Common Areas in the same manner that it maintains all other Common Areas located outside of the New Additional Lands.

Tract I (lift station) shall be dedicated to Seminole County, Florida, and Tract E (open space/landscape/drainage/utility and sidewalk tract) shall be owned by Declarant. The Association has no maintenance responsibilities with respect to these two (2) parcels.

Declarant has obtained land development, construction and other permits from applicable governmental agencies and third parties that were necessary to develop and improve the Project. Permits of this nature include, but are not limited to, permits for storm water management and other matters, and may have been issued by the St. Johns River Water Management District, Seminole County, Florida, and other permitting agencies. In the instance of many of these permits, there are at least two phases: construction, and operation. In most cases, operation of the

constructed facilities or improvements was intended to be undertaken by the Association. In such cases, Declarant will transfer the permits to the Association at the appropriate time and the Association is obligated to accept the transfer and comply with the permits thereafter.

9. Amendment and Restatement/Declaration Unmodified. This Amendment and Restatement hereby supersedes and replaces the Seventh Amended Supplemental Declaration. It is the express intention of the parties hereto that, except as changed, amended and modified by this Amendment and Restatement, each and every one of the terms and provisions of the Declaration shall remain in full force and effect as originally written. Accordingly, nothing contained in this Amendment and Restatement shall be construed to alter, affect, or impair the charge or encumbrance, or otherwise diminish the operation or effect of this terms and provisions of the Declaration that were not expressly and specifically changed, amended and modified hereby.

10. Successors and Assigns. This Amendment and Restatement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures appear on the following pages]

**RECORD OF ACTION BY BOARD OF DIRECTORS**  
**WITHOUT MEETING**

Pursuant to Florida Statute 617.0821 and Article IV, Section 12 of the Bylaws, the undersigned, being all of the members of the Board of Directors of Alaqua Property Owners Association, Inc., a Florida not-for-profit corporation (the "Corporation") does hereby consent to the following resolutions in lieu of at a formal meeting:

**RESOLVED**, that the undersigned do hereby approve that certain Amendment to the Articles of Incorporation attached hereto as **Exhibit "A"** which amends Article VII of the Articles by deleting the following language concerning qualification of membership:

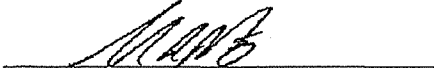
"Any contractor who purchases a Lot in the normal course of business to construct a dwelling unit thereof for resale to customers shall also not be a member of the corporation. If a contractor permits a dwelling unit to be occupied, the contractor shall become a member of the corporation and shall pay the assessments by the Declaration."

**FURTHER RESOLVED**, that the President of the Corporation be and hereby is further authorized and directed to take or cause to be taken such action or actions as necessary or desirable to carry out the purposes of these resolutions and execute whatever documents may be necessary to amend the Articles.

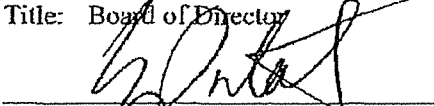
<sup>January 3</sup>  
Dated: ~~August~~ 21, 2012.



Name: John K. Ritenour  
Title: Board of Director



Name: Heath Ritenour  
Title: Board of Director



Name: Edward Postal  
Title: Board of Director

certified copy