THIS DOCUMENT PREPARED BY
AND RETURN TO:
Carlos R. Arias, Esq.
ARIAS BOSINGER, PLLC
140 N. Westmonte Dr., Suite 203
Altamonte Springs, FL 32714

__________the space above this line is reserved for recording purposes__________

CERTIFICATE OF AMENDED DECLARATION OF RESTRICTIVE COVENANTS FOR ALAQUA

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of ALAQUA PROPERTY OWNERS ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF RESTRICTIVE COVENANTS FOR ALAQUA, recorded in Official Records Book 1692, Page1631, of the Public Records of Seminole County, Florida, as amended and supplemented (hereinafter "Declaration"), which covenants and restrictions were preserved in accordance with Florida Statute Chapter 712 by way of that certain Marketable Record Title Act Notice recorded in Official Records Book 8581, Page 1414, *et seq.*, of the Public Records of Seminole County, Florida, hereby certify that the AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR ALAQUA, which document is attached hereto and by reference made a part hereof (hereinafter "Amended Declaration"), was duly adopted at a meeting of the members on the 11th day of March, 2016 (hereinafter the "Meeting").

Said Amended Declaration was approved at the Meeting in accordance with the requirements of Article X of the Declaration, as amended, by the affirmative vote of sixty percent (60%) of the eligible members of the Association voting in person or by proxy a special meeting of the members of the Association called for such purpose. Proper notice was given for the Meeting pursuant to the By-Laws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amended Declaration, all other terms and conditions of the Association's governing documents shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 24th day of March, 2016.

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY FL
CLERK'S # 2016033419 BK 8659 Pgs 1814 - 1860; (47pgs) E-RECORDED 03/31/2016 11:03:47 AM
401.00

Signed, sealed and delivered
in the presence of:

ALAQUA PROPERTY OWNERS
ASSOCIATION, INC.

Donna Schwartz
(Sign - Witness 1)
Donna Schwartz
(Print - Witness 1)
Kim Demanche
(Sign - Witness 2)
Kim Demanche
(Print - Witness 2)

By: ____________________
(Sign)
John K Ritenour
(Print)

President, Alaqua Property Owners
Association, Inc.

Donna Schwartz
(Sign - Witness 1)
Donna Schwartz
(Print - Witness 1)
Kim Demanche
(Sign - Witness 2)
Kim Demanche
(Print - Witness 2)

Attest: ____________________
(Sign) Heath Ritenour
(Print)

Secretary, Alaqua Property Owners
Association, Inc.

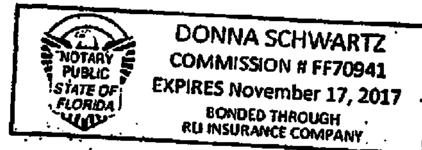
STATE OF FLORIDA
COUNTY OF Seminole

The foregoing was acknowledged before me this 24 day of March, 2016, by John Ritenour, as President, and Heath Ritenour, as Secretary, of ALAQUA PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who are personally known to me or who have produced ____________________ as identification.

NOTARY PUBLIC

Donna Schwartz (Sign)
Donna Schwartz (Print)

State of Florida, At Large
My Commission Expires:



AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS FOR ALAQUA

PREAMBLE

This AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR ALAQUA is made as of the date this AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR ALAQUA is recorded in the Public Records of Seminole County by Alaqua Property Owners Association, Inc., a Florida corporation, not for profit.

WITNESSETH

WHEREAS, Steel Curtain of Central Florida, LLC, as successor developer to Alaqua, a Florida Joint Venture, (hereinafter referred to as the "Developer" or "Declarant") was the owner of a parcel of real property located in Seminole County, Florida, which real property is more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property" or "Properties"), and which Property was developed as a community known as Alaqua; and

WHEREAS, Alaqua consists of the real property described in and depicted on the following plats recorded in the Public Records of Seminole County, Florida:

a. ALAQUA PHASE I, recorded in Plat Book 33, Pages 67 through 71;
b. ALAQUA PHASE II, recorded in Plat Book 38, Pages 27 through 29;
c. ALAQUA PHASE III, recorded in Plat Book 42, Pages 1 through 8;
d. RESERVE AT ALAQUA COUNTRY CLUB, recorded in Plat Book 74, Pages 70 through 74; and
e. RESERVE AT ALAQUA (*replatting all of the RESERVE AT ALAQUA COUNTRY CLUB, Plat Book 74, Pages 70 through 74, Tract "A" Alaqua Phase II, Plat Book 38, Pages 27 through 29 and a portion of Tracts "A" and "K", Alaqua Phase III, Plat Book 42, Pages 1 through 8, Seminole County, Florida*), recorded in Plat Book 77, Pages 11 through 15.

the real property which is the subject of the aforementioned plats shall hereinafter be referred to as "Alaqua"; and

WHEREAS, the Developer executed that certain Declaration of Restrictive Covenants for Alaqua, dated October 24, 1985, and recorded December 6, 1985, in Official Records Book 1692, Page 1631, *et seq.*, of the Public Records of Seminole County, Florida, as amended and supplemented (hereinafter referred to as the "Original Declaration"), and said Original Declaration imposed covenants, conditions and restrictions on Alaqua;

WHEREAS, Developer provided in the Original Declaration for the establishment of a homeowners' association to maintain and control certain property owned and/or controlled by such association, including certain property within Alaqua, as that term is defined herein, which

association is Alaqua Property Owners Association, Inc., a Florida not for profit corporation (hereinafter referred to as the "Association");

WHEREAS, Association properly preserved the covenants and restrictions contained in the Original Declaration, as amended from time to time, pursuant to Chapter 712, *Florida Statutes*, by way of that certain Marketable Record Title Act Notice, recorded in Official Records Book 8581, Page 1414, of the Public Records of Seminole County, Florida.

WHEREAS, the Association, desires to amend and restate the Original Declaration and, accordingly, pursuant to the laws of the State of Florida and with the consent and approval of the Owners of Lots within Alaqua, prepared this document to amend and restate the Original Declaration; and

WHEREAS, this amended and restated document shall hereinafter be referred to as the "Amended Declaration" or the "Declaration";

WHEREAS, the purpose of this Amended Declaration is to substantially and completely amend and restate the covenants, conditions and restrictions previously imposed upon Alaqua; and

NOW, therefore, in consideration of the premises and the covenants herein contained, the Association hereby declares that henceforth the Original Declaration is merged into and is superseded and completely replaced by this Amended Declaration such that the real property within Alaqua, and all additions thereto, shall be owned, held and conveyed subject to the covenants, restrictions, easements, reservations and liens herein established, all of which shall be covenants running with the land and shall be binding and inure to the benefit of the Association and the owners of land within Alaqua, their respective successors and assigns, and any other parties having any right, title or interest in such real property.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to ALAQUA PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors as assigns.

Section 2. "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties intended to be devoted to the common use and enjoyment of the owners of the Properties, all real property, including the improvements thereon, owned by the Association for the common use and enjoyment of the Owners, any Lot or parcel of land subsequently deeded by the Developer to the Association for use by the Owners, the Surface Water Management System, and the rights-of-way of all streets within the Properties.

Section 3. "Developer" or "Declarant" shall mean and refer to Steel Curtain of Central Florida, LLC, as successor Developer to ALAQUA, a Florida Joint Venture, its successors and assigns, if such successors and assigns should acquire any part of the Properties for the purpose of development and sale to customers in the ordinary course of business.

Section 4. "Florida-Friendly Landscaping" shall mean quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant. The principles of such landscaping include planting the right plant in the right place, efficient watering, appropriate fertilization, mulching, attraction of wildlife, responsible management of yard pests, recycling yard waste, reduction of stormwater runoff, and waterfront protection. Additional components include practices such as landscape planning and design, soil analysis, the appropriate use of solid waste compost, minimizing the use of irrigation, and proper maintenance.

Section 5. "Florida Green Industries Best Management Practices" includes those practices defined in the most recent version of the Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries.

Section 6. "Lot" shall mean and refer to a subdivided parcel of land shown upon any recorded subdivision map of the Properties, with the exception of any Common Areas.

Section 7. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities. Of the fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Planning Criteria" shall mean and refer to the guidelines to Owners concerning construction and maintenance of improvements, including landscaping, promulgated by the Developer in accordance with Section 2 of Article VII, as amended from time to time pursuant to Section 3(c) of Article VII.

Section 9. "Phase I" shall mean and refer to that certain real property depicted on the Plat for ALAQUA PHASE I, recorded in Plat Book 33, Pages 67 through 71 of the Public Records of Seminole County, Florida.

Section 10. "Phase II" shall mean and refer to that certain real property depicted on the Plat for ALAQUA PHASE II, recorded in Plat Book 38, Pages 27 through 29 of the Public Records of Seminole County, Florida.

Section 11. "Phase III" shall mean and refer to that certain real property depicted on the Plat for ALAQUA PHASE I, recorded in Plat Book 42, Pages 1 through 8 of the Public Records of Seminole County, Florida.

Section 12. "Properties" shall mean and refer to the real property described in Exhibit "A" and such additions thereto as may hereafter be made subject to this Declaration by any Supplemental Declaration filed in accordance with the provisions of Article II.

Section 13. "Surface Water Management System: shall mean and refer to the plan and system for the flow, retention and drainage of surface water on and over the Properties approved by St. Johns Water Management District, together with all drainage easements and improvements constructed as a part of such system.

Section 14. "Waterfront Lots" shall mean and refer to Lots 40, 41, 42, 43, 45, 46, 47, 48, 49, 50, 51, 89, 90, 91, and 92, of Alaqua Phase III, according to the Plat thereof as recorded in Plat Book 42, Phase 1 through 8 of the Public Records of Seminole County, Florida.

Section 15. "New Additional Lands" shall mean and refer to that certain property as depicted on the Plat for RESERVE AT ALAQUA, recorded in Plat Book 77, Pages 11 through 15, of the Public Records of Seminole County, Florida, which includes certain Common Area".

Section 16. "44 Lots" shall exclusively mean and refer to Lots 1 through 44 as depicted on the Plat for RESERVE AT ALAQUA, recorded in Plat Book 77, Pages 11 through 15, of the Public Records of Seminole County, Florida.

ARTICLE II
ADDITIONS TO SUBJECT PROPERTY

Section 1. The Developer or the Association from time to time, in its discretion, may cause additional lands, whether or not such lands are contiguous to existing lands within the Properties, owned by Developer or the Association to become subject to this Declaration; but, under no circumstances shall Developer or the Association be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth.

Section 2. The additions authorized under this Article shall be made by filing of record a Supplemental Declaration of Restrictive Covenants with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplemental Declaration may revoke, modify or add to the covenants established by this Declaration as may be necessary to reflect the different character, if any, of the added properties, provided, however, that no Supplemental Declaration shall revoke or diminish or change the rights of an Owner of any Lot as provided in this Declaration.

Section 3. Additional land may also become subject to this Declaration upon a merger or consolidation of the Association with another association. Upon such a merger or consolidation as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established by a Supplemental Declaration upon any other properties as one scheme. No such merger or consolidation, however, shall revoke, diminish or change the rights of the Owners of the Properties to the utilization of the Common Areas except to grant the owners of the properties being added the right to use the Common Areas.

ARTICLE III
PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Members' Easements. Except as to the Surface Water Management System which shall be operated and maintained by the Association as required by the St. Johns Water Management District, every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees to the use of any recreational facility situated upon the Common Areas.

(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 is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association.

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.

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.

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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 Section to promulgate reasonable rules and policies to police entry into the community as further experience may counsel.

(c) The right of the Association to suspend the voting rights of a member for the nonpayment of any assessment, fee, fine, or other monetary obligation due to the Association that is more than ninety (90) days delinquent. The suspension shall end upon full payment of all obligations currently due or overdue to the Association.

(d) The right of the Association to suspend the rights of any member, or the member's tenant, guest, or invitee, to use Common Areas and facilities if the member is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association. The suspension shall end upon full payment of all obligations currently due or overdue to the Association.

(e) The right of the Association to suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with any provision of this Declaration, the Association's Articles of Incorporation, bylaws, or any reasonable rules and regulations which may be adopted by the Association.

(f) The right of the Developer and of the Association to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage the Common Areas. In the event of a default upon any such mortgage, the Lender shall have a right (1) to take possession of the property encumbered by the mortgage, to charge admission and other fees as a condition to continued enjoyment by the members of the Association and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such property shall be returned to the Association and all rights of the members of the Association shall be fully restored, or (2) to foreclose the mortgage and have the property encumbered by the mortgage sold at a foreclosure sale.

(g) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof shall be effective, unless two-thirds (2/3rds) of the votes of the membership, irrespective of class of membership, have been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least twenty (20) days in advance of any action taken.

(h) The rights of Owners shall in no way be altered or restricted because of the location of the Common Areas in a phase or other subdivision of the Properties in which such Owner is not a resident. Common property belonging to the Association may be used by all

Owners, notwithstanding the particular phase or other subdivision of the Properties in which the Lot of an Owner is located.

(i) Drainage areas means those portions of the platted Property designated as Drainage Areas, or Drainage Easements (collectively "Drainage Areas") by Developer or the Association which shall be kept and maintained for irrigation, drainage or beautification purposes in a manner consistent with the original design thereof by the Developer and in accordance with the requirements of applicable governmental authorities. The "D.O.T. Easements" or any other "Drainage Easements" shown on any Plat or conveyance shall be used for the construction, repair and maintenance of drainage facilities including, but not limited to, canals, pumps, pipes, inlets and outfall structures and all necessary appurtenances thereto. The location of the drainage pattern may not be modified or relocated without the prior written consent of the Developer or the ARB. In the event of a dissolution or termination of the Association, the administration and maintenance of the Drainage Areas shall be transferred only to another not-for-profit corporation or dedicated to an appropriate governmental agency agreeing to accept such conveyance or dedication.

(j) Water Areas means the lakes, ponds, streams, rivers or canals, located wholly or partially within Alaqua and the maintenance areas surrounding same and those portions of the platted Property designated by The Developer or the Association which contain water, the boundaries of which shall be subject to accretion, re-election or other natural minor charges. The Water Areas shall be kept and maintained by the Association as bodies of water, together with any adjacent shoreline which is designated as Common Improvements, in an ecologically sound condition for recreation, water retention, irrigation, drainage, and water management purposes in compliance with all applicable governmental requirements. The Developer or the Association shall not be obligated to provide supervisory personnel or lifeguards for the Water Areas. Boats or other vehicles containing gas, diesel or other form of combustion engines are prohibited upon the Water Areas. The Developer or the Association shall specifically designate the portions of the Water Areas and the corresponding shoreline and beach areas, if any, upon which boats and other vehicles may be stored, docked, or launched, or within which swimming may be permitted. Where a Unit adjoins a Water Area the Owner shall maintain the property and the Association shall maintain the Water Area. Any wall, fence, paving, planting or other improvement which is placed within a Water Area Easement, including but not limited to easement for maintenance or ingress and egress access, shall be removed, if required by the Association, the cost of which shall be paid for by the Owner as an Individual Assessment, as more fully set forth in this Declaration.

Section 2. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner shall be borne solely by such Owner and the Lot owned by that Owner shall be subject to an Individual Assessment for that expense.

ARTICLE IV
PROPERTY OWNERS ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a member of the Association, provided that any such

person or entity who holds such interest merely as security or the performance of any obligation, shall not be a member of the Association.

Section 2. Voting Rights. The Association shall have two classes of voting membership, as follows:

(a) Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

(b) Class B. The Class B member shall be the Developer. The Class B member shall be entitled to one vote, plus two (2) votes for each vote the Class A members are entitled to cast. The Class B membership shall cease and terminate when the Developer has sold all property subject to the Declaration, as amended from time to time, or at any time prior to such date at the Developer's election.

Section 3. Any person may conclusively rely on a certificate of the Secretary of the Association as to the vote of members of the Association that may be required by this Declaration, by law, or the articles of incorporation or bylaws of the Association.

Section 4. Conveyance. The Developer shall convey to the Association title to the Common Areas; provided, however, conveyance of title to street rights-of-way shall be subject to any dedication thereof (which right of dedication is hereby reserved by the Developer) and, if any or all of the street rights-of-way within the Common Areas shall not have been dedicated prior to conveyance to the Association, the conveyance to the Association shall be subject to a perpetual easement in favor of the Developer and its successors and assigns for ingress and egress to and from any of the Properties and any other real property owned by the Developer and subject further to the right of the Developer to dedicate any of the street rights-of-way.

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. Pursuant to the Plat referenced in this Section, 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 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 for 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.

<u>Section 5</u>. After it is formed, the Association shall have all of the duties and obligations of the Developer under this Declaration. Following such formation, the Developer shall be released from all duties and obligations imposed or assumed by the Developer under this Declaration. The Association shall operate and maintain the Common Areas, including the Surface Water Management System; maintain landscaping of the Common Areas; approve or consent to any use which requires the approval or consent of the Developer; and take such other action as may be taken by the Developer under this Declaration.

<u>Section 6</u>. Except as otherwise expressly required by the terms of this Declaration, wherever a vote of or approval by the members of the Association is required, the requirements for a quorum and number of votes of the members of the Association set forth in the articles of incorporation and bylaws of the Association shall control.

ARTICLE V
COVENANTS FOR ASSESSMENTS

<u>Section 1</u>. Creation of the Lien and Personal Obligation for Assessments. 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) annual assessments or charges; (2) special assessments for capital improvements; (3) emergency assessments; (4) transfer assessments; and individual assessments, with all such assessments to be fixed, established and collected as hereinafter provided. All assessments must be paid in the form of United States funds. The annual assessments, special assessments for capital improvements, emergency special assessments,

transfer assessment, and individual assessments, together with such interest thereon, administrative late fees, and costs of collection thereof as hereinafter provided, including reasonable attorneys' fees and paralegals' fees regardless whether suit is filed (including such fees and costs before trial, at trial and on appeal) shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made, together with such interest thereon and the cost of collection thereof as hereinafter provided, including reasonable attorneys' fees and paralegals' fees regardless whether suit is filed (including such fees and costs before trial, at trial and on appeal) and shall also be the personal obligation of the person who was the Owner of such apartment at the time when the assessment fell due and shall in addition be the personal obligation of the person who is an Owner subsequent to the time when the assessment fell delinquent in the event that the previous Owner failed to pay the outstanding assessment. Notwithstanding anything contained herein to the contrary, the obligation shall be joint and several as to the Owner in the event that the Owner constitutes more than one person or entity.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Areas and of the homes situated upon the Properties, including, but not limited to:

(a) payment of operating expenses of the Association;

(b) lighting, improvements and beautification of streets, roads and access ways, medians, and other unpaved areas within rights-of-way, and easement areas; the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices; and costs of controlling and regulating traffic on the streets, roads and access ways; (subject to such regulations and rules as may be imposed by governmental authorities);

(c) maintenance, improvements, and operation of the Surface Water Management System, street rights-of-way and all other Common Areas;

(d) management, maintenance, improvement and beautification of parks, lakes, ponds, buffer strips, and recreation areas and facilities;

(e) garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the Association;

(f) providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association;

(g) making such additions, replacements, and repairs to the Common Areas, including constructing new or additional improvements thereon as the Association, in the judgment of the Association shall determine;

(h) doing any other thing necessary or desirable, in the judgment of the Association, to keep the Properties neat and attractive; to preserve and enhance the value of the

properties therein; to eliminate fire, health, or safety hazards, or that in the judgment of the Association, may be of general benefit to the owners or occupants of lands included in the Properties; and

(i) repayment of funds and interest thereon borrowed by the Association.

Section 3. Annual Assessments. Prior to the end of the Association's fiscal year, the Board shall prepare a budget of the estimated costs of operating the Association during the coming year, including, but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, maintenance and other operating expenses, reserves, contingency funds for emergencies, bad debt, and unforeseen contingencies, as well as charges to cover any deficits from prior years. Each Owner shall be assessed and shall pay its proportionate share of the budget as established by the Association. The Owner of each Lot shall pay a proportionate share of the budget (*i.e.*, annual assessments) for each Lot owned. Notwithstanding anything to the contrary, in the event the Board fails to prepare and adopt a new budget for any forthcoming year, the last Association budget in effect shall be deemed approved and shall satisfy the requirements of this Declaration and any of the other Governing Documents to the degree permitted by law. The annual assessments shall be fixed at a uniform and equal rate for all Lots.

Section 4. Maximum Annual Assessment. The Board of Directors of the Association, without a vote of the membership, may increase the annual assessments by an amount not to exceed 20% over the previous year's assessment. The annual assessment may be increased greater than twenty percent (20%) by a vote of a majority of the Owners who are voting in person or by proxy, at a meeting duly called for such purpose. If the annual assessment proposed by the Board which exceeds 120% of the previous year's assessment fails to win approval of the Owners, then a new budget consisting of the same assessment as charged in the previous year increased by 20%, may be approved by the Board without a vote of the Owners, or the Board can attempt to obtain the approval of the Owners for a different annual assessment. The limitations of Section 3 hereof shall not apply to any change in the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3 hereof, funding of reserves, or non-recurring expenses. The Board of Directors of the Association, after consideration of current maintenance costs and future needs of the Association, may fix the annual assessment for any year at a lesser amount than stated in section 3 hereof.

Section 5. Special Assessments for Capital Improvements. . In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, or within or upon any storm water drainage and retention easement, including the necessary fixtures, including the necessary fixtures and personal property related thereto, provided that such assessment shall have the assent of a majority of the votes of the Owners who are voting in person or by proxy at an Annual or Special meeting duly called for this purpose, written notice of which shall be sent to all Owners at least fourteen (14) days in advance and shall set forth the purpose of the special assessment.

Section 6. Emergency Special Assessments. In addition to the annual assessments levied pursuant to Section 3 above, the Board may levy at any time an emergency special assessment in such amount as it determines, for the purpose of covering the cost associated with any emergency or for any budget deficits of the Association, as determined by the Board at a regular or special meeting in its sole unfettered discretion. Written notice of said meeting of the Board shall be sent to all Owners at least fourteen (14) days in advance and shall set forth the purpose of the meeting.

Section 7. Quorum for any Action Authorized Under Sections 5 and 6. The quorum required for any action authorized by Sections 5 and 6 hereof shall be as follows:

At the first meeting called, as provided in Sections 5 and 6 hereof, the presence at the meeting of Owners of the Association, or of proxies, entitled to cast thirty percent (30%) of all the votes of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the requirement that written notice of said meeting be sent to all Owners at least fourteen (14) days in advance of the meeting setting forth the purpose of the meeting. In the absence of a quorum, the required quorum at any such subsequent meeting shall be twenty (20%) of the members in person or by proxy provided that no such subsequent meeting shall be held more than ninety (90) days following the preceding meeting. In the absence of a quorum at the subsequent meeting, the required quorum at a third scheduled meeting shall be fifteen (15%) of the members in person or by proxy provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Individual Assessments. The Association (by a majority vote of the Board) may levy an Individual Assessment against any Owner who fails to reimburse the Association for costs incurred by the Association in the maintenance and repair of such Owner's Lot, or curing of any violation of the Governing Documents, as more fully set forth in this Declaration.

Section 9. Assessment Certificate. The Association shall upon demand at any time furnish to any Owner liable for said assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Effects of Nonpayment of Assessments. If any assessment is not paid on the date when due, then, and in such event, such assessment shall become delinquent and shall, together with such interest thereon, late charges, and costs of collection thereof as hereinafter provided, including reasonable attorneys' fees and paralegals' fees whether or not suit is filed (including such fees and costs before trial, at trial and on appeal), thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then-Owner, the Owner's heirs, devises, personal representatives, successors and assigns. The personal obligation of the Owner to pay such assessment, however, shall remain the Owner's personal obligation, as well as subsequent Owners, as more particular set forth in Section 1 hereof. If the Owner is comprised of more than one (1) person or entity, the elements comprising the Owner shall be jointly and severally liable for the obligation to pay such assessment.

If the assessment or installment thereof is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the maximum rate of interest allowed by law per annum, and reasonable administrative late fees in an amount to be determined by the Board of Directors. If the Association elects to allow an installment payment plan for any type of assessment, including but not limited to, Annual, Special, and Emergency Special Assessments, any installment not paid within thirty (30) days of the due date of the installment, as determined in the sole unfettered discretion of the Board of Directors, shall bear interest from the due date of the first installment, whether or not such first installment has already been paid. In the event an installment of an Assessment is not paid within thirty (30) days after the due date of the installment, the Association shall have the right to accelerate the total assessments due against that Lot and to proceed with collection thereon, as provided in herein. The Association may bring an action at law against the Owner or Owners personally obligated to pay the assessment or to foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessments as above provided, administrative late fees, and reasonable attorneys' fees and paralegals' fees (including such fees before trial, at trial and on appeal), to be determined by the Court, together with the costs of the Act.

Section 11. Subordination of the Lien to Mortgages. The lien of the Association for Assessments or other monies shall be superior to all other liens save and except a purchase money first mortgage in favor of an institutional lender that secures indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years and which mortgage is recorded prior to the recording of a Claim of Lien by the Association. The lien of the Association for Assessments or other monies shall not be subordinate and inferior to the lien of any other mortgage or lien. The Association can recover from a new owner all delinquent amounts due in connection with the Lot notwithstanding how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure. This right of recovery will exist regardless of whether a lien has been recorded. This right of recovery will exist regardless of whether the delinquent amounts became due during the time the new owner of the Lot held title or became due at a time that pre-dated that owner's acquisition of title. This right of recovery will exist regardless of whether the Association was the parcel owner prior to the new owner taking title. In addition, this right of recovery will include late fees, administrative fees, interest, attorney's fees and costs, including pre-litigation fees and costs incurred by the Association in the collection of delinquent amounts for the parcel or Lot.

Notwithstanding the foregoing, with respect to a purchase money first mortgage in favor of an institutional lender secures indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years, or its successor or assignees, who acquire title to a Lot by foreclosure or by deed in lieu of foreclosure, such lender's liability respecting the unpaid Assessments or other monies that became due prior to the lender's acquisition of title shall be limited to the lesser of: (i) the Lot's unpaid Assessments which accrued or came due during the twelve (12) months immediately preceding the deed in lieu of foreclosure or certificate of sale and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The forgoing liability shall be governed by Fla. Stat. Ch. 720, as amended from time to time. The limitations on lender liability provided in this Section apply only if the lender filed suit against the Owner and initially joined Association as a defendant in the lender's foreclosure action when such action was first filed with a court, gave written notice to the

Association that the mortgage held by such lender is in default prior to commencement of the foreclosure lawsuit, and any other requirement established by Fla. Stat. Ch. 720, as amended from time to time. Notwithstanding anything herein to the contrary, any parcel owner acquiring title by foreclosure shall be liable for all assessments accruing after the certificate of sale. The lender or its successor or assignees acquiring title to a Lot shall pay all of the foregoing amounts owed within thirty (30) days after transfer of title. Failure to pay the full amount due when due shall entitle Association to record a claim of lien against the Lot and proceed in the same manner as provided in this Declaration for the collection of unpaid Assessments and other amounts. The provisions of this Section shall not be available to shield a lender from liability for Assessments and other amounts in any case where the unpaid Assessments and other amounts sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage. Additionally, in order to be afforded the limitations of liability for lenders included in this Section, a lender must give written notice to Association if the mortgage held by such lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to the Assessments payable by such Owner with appropriate interest. If the Association's lien or its rights to any lien for any such Assessments, interest, expenses or other monies owed to the Association by any Owner is uncollectable, such sums shall thereafter be Common Expenses, collectible from all Owners including such acquirer, and its successors and assigns.

Section 12. Survival of the Association's Lien. To the extent that the Association forecloses upon its lien and becomes the owner of record title to a Lot, the Association's lien shall survive that foreclosure, and all amounts due in connection with the Association's foreclosure including, but not limited to, past due Assessments, late fees, administrative fees, interest, attorney fees and costs shall be the joint and several liability of the Owner that was foreclosed by the Association and the new owner that takes title to the Lot after the Association, and the Association shall have no liability for same. The new owner that takes title to the Lot after Association's acquisition of title shall also be liable for Assessments, late fees, interest, accruing while title is vested in Association, and the Association shall have no liability for same.

Section 13. Exemptions. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created by this Declaration: (i) the Properties, to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Areas; (iii) all Properties exempted from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption; (iv) any areas shown on a recorded plat of the properties for stormwater retention; and (v) the Properties owned by the Developer and any other land owned by the Developer.

Section 14. Transfer Assessment. The Association is hereby authorized and empowered to establish, make, levy, impose, enforce and collect a transfer 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 owned 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 the Association is capped by any provision in Chapter 720, Florida Statutes. The due date for payment of the transfer 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 transfer 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; or (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 (as the same may be amended from time to time) by virtue of its acquisition of title to any Lot(s).

This transfer assessment may be enforced against the Lot and/or Lot Owner in the manner specified for other Assessments within the Declaration, including, but not limited to, the Association having the right to impose and foreclose a lien upon the respective Lot for non-payment of this Transfer Assessment and the recovery of costs and reasonable attorney fees incurred in collecting this Transfer Assessment and/or preparing or foreclosing the lien for this Transfer Assessment. This Transfer Assessment is in addition to any other Assessment specified herein.

Section 15. 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.

Section 16. 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 16 shall have retroactive effect, as it comports with well-established law as embodied in Section 617.0304, *Florida Statutes*.

Section 17. 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.

Section 18. New Additional Lands shall be exempt from the payment of any and all assessments required by an Owner of a Lot pursuant to this Article V of the Declaration, including, without limitation, annual assessments or charges, and special assessments until such time as the purchase 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 thirty-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 per year unless the Board of Directors determines to increase the annual assessments with respect to all of the Lots of 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 show 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-thirds (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.

ARTICLE VI
EXTERIOR MAINTENANCE

Section 1. Landscaping. All Lots and the lawn and/or landscaping thereon, shall be maintained by the Owner and occupant in a neat and attractive manner. This includes, but is not limited to, the frequent cutting and edging of the lawn, proper cutting, pruning or trimming of any landscaping, and the removing, clearing, cutting or pruning of underbrush, weeds, or other unsightly growth on the Lot. Specifically, all shrubs are to be trimmed as needed and should be maintained at window ledge height. Grass shall be St. Augustine, unless an alternative has been approved by the ARB, and shall not exceed five (5") in height. This includes the grass between the sidewalk and the street. Edging of all streets, curbs, landscape beds and borders shall be performed as needed to prevent grass "runners" from growing onto driveways, sidewalks, curbs, and into landscape beds. Grass along the walls of a house shall be edged as well. Insect and

disease control shall be performed on an as needed basis. Any areas of dead grass shall be removed and re-sodded in a timely manner. Mulch is to be turned no less than one (1) time per year and shall be replenished as needed on a yearly basis. Fertilization of all turf, trees, shrubs, and palms should be performed no less than three (3) times a year and according to Best Management Practices as provided by the Seminole County Extension Service or the University of Florida IFAS Extension. Watering and irrigation will be the sole responsibility of the homeowner. It is the Owner's responsibility to comply with all applicable watering restrictions set forth by Seminole County. All landscaping beds shall be weeded on a regular basis. Weeds growing in joints of curbs, driveways, and expansion joints shall be removed as needed. If landscape fabric is used, it must allow the free flow of water, air and gasses to and from the soil. Dirt, trash, plant, grass, and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day of which maintenance is performed. Such materials shall not be placed at the curb until the scheduled trash pick-up day.

Owners shall maintain any trees located on their Lot, whose canopy hangs over an adjoining sidewalk, so that the canopy is no lower than ten feet (10') above the adjoining sidewalk. Owners shall maintain any trees located on their Lot, whose canopy hangs over an adjoining street, so that the canopy is no lower than fourteen feet (14') above the adjoining street.

In order to implement effective insect, reptile and fire control, or to provide maintenance to any Lot deemed necessary by the Association, the Association shall have the right, but not the duty, to enter upon any Lot during reasonable hours, such entry to be made by personnel for the purpose of mowing, removing, clearing, cutting or pruning landscaping, underbrush, weeds or other unsightly growth, which, in the opinion of the Board of Directors of the Association, detracts from the overall beauty, scheme of development, setting or safety of the Properties. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to perform maintenance and to remove any trash which is collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The Association may impose a reasonable charge in exercising its rights under this Section, and such charge shall constitute an assessment against the Owner and the Lot in accordance with this Declaration and shall in every respect constitute a lien on the Lot as would any other assessment of the Association, if said charge remains unpaid. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot at reasonable hours on any day of the week.

Notwithstanding anything herein to the contrary, any Owner shall have the right to install bona-fide "Florida-friendly landscaping", as defined and described by Florida Statute 373.185 as amended, upon any Lot, with the prior written approval of the ARB. The Owner shall be required to submit a Florida-Friendly Landscaping design plan prepared by a certified Florida Friendly Landscaping Architect, which plan will incorporate the concept of right plant, right place will be used. The Owner will design the landscape so that plants serve a number of functions including, but not limited to, cooling, privacy screening, shade, aesthetics, wildlife habitat, runoff pollution

prevention, and directing traffic flow onto and within the property. Such design plan will retain and incorporate existing native vegetation into the landscape whenever feasible and adhere to Florida Green Industries Best Management Practices.

The Association shall have the authority to promulgate additional rules and regulations regarding Florida-friendly landscaping, including establishing a species list.

Section 2. 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 fifteen (15) days after the post date of said notice (the "Notice") the Association will send a second notice to the Owner advising that unless the condition is corrected within thirty (30) days of the date of the second 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.

The cost of such maintenance shall be assessed against the Lot upon which such maintenance is done as an Individual Assessment and such charge shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V.

Section 3. New Additional Lands. Upon the commencement of one or more of the 44 Lots' requirements to pay the annual assessments in accordance with Article V, Section 16 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 unless, because 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, 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.

Section 4. Home Exterior. All homes on Lots within the Properties must be properly maintained at all times. Siding, paint, decorative bricks, stonework, wood trim, etc., must all be kept in good condition with no falling pieces, worn or flaking wood or paint, missing bricks, stones, etc., at all times. All exterior walls of the home shall be kept free of mold, mildew or other stains.

Section 5. Roof Maintenance. Any and all maintenance, repair, and/or replacement of roofing, and related roofing systems and components which exist(s) on any Lot shall be timely performed by the Lot Owner. Such maintenance and/or repairs which shall include, but not be limited to, sealing/caulking, replacing loose, broken or missing tiles, re-cementing tile edges and peaks, and repairing or replacing roof flashing, including drip edge, valley metal, replacement of wood decking, truss tails, fascia, sub fascia, tar paper and battens. The following items are also included in roof repairs, which shall be the responsibility of each Lot Owner: ridge and off ridge vents, lead plumbing stack boots, lead aprons and splashguards. All roofs shall be kept free of debris, mold, mildew or other stains. All repairs and/or replacement of roofs, roofing systems, and/or roofing components are to be performed by a qualified Florida-licensed roofer carrying sufficient liability and workers compensation insurance where required by law. The repair work must comply with the Florida Building Code. Any damage or injuries caused by work on the roof shall be the liability of such tradesman or repairman and/or the homeowner.

Each Owner shall timely maintenance, repair, and replacement of damaged rain gutters and down spouts, including such as located in the patio/pool area, including repairs such as: leaks, sealing and caulking, loose rivets and flashing.

Section 6. Driveways and Sidewalks. Owners shall maintain their driveway in a neat and attractive manner, free of stains, rust, mold or mildew, or any other surface condition, which may be deemed hazardous or unsightly. The Owners of Lots adjacent to any sidewalks shall be responsible for maintenance of said sidewalks in a neat and attractive condition. No Owner of an adjacent Lot shall allow mold or mildew, or any other surface condition, to continue for any length of time such that a hazardous or unsightly condition develops upon said adjoining sidewalks. Any cracked, damaged, eroded, or change in elevation areas of a sidewalk shall be the responsibility of the Homeowner or Builder and shall be repaired, replaced and/or resurfaced as necessary.

Each Owner, by acceptance of a deed to a Lot, shall be deemed to have agreed to indemnify, defend and hold harmless the Association against any and all actions or claims whatsoever arising out of

the unmaintained or damages sidewalks on their Lot and between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

ARTICLE VII
ARCHITECTURAL REVIEW BOARD

Section 1. The Developer has formed a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB". The original composition of the ARB shall consist of five (5) persons designated by and shall serve at the pleasure of the Developer.

(a) The ARB shall maintain its composition until control of the Association has been passed to the Owners other than the Developer. At such time, the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of the Board; provided, however, the Board of Directors of the Association shall be obligated to appoint the Developer or its designated representative to the ARB for so long as the Developer owns any Lot. ARB members must be Owners, and shall serve until their successors are appointed by the Board, or until such time as the ARB member resigns or is removed by the Board. The Board, by a majority vote of the Board, may remove any ARB member at any Board meeting, and may appoint any member to fill any vacancy occurring on the ARB at any Board meeting. The Association, the Board of Directors of the Association, and the members of the Association shall have no authority to amend or alter the number of the members of the ARB, which is irrevocably set forth herein as five (5) members. A quorum of the ARB shall be three (3) members, and no decision of the ARB shall be binding without a quorum present and a majority affirmative vote of the members of the ARB.

Section 2. To give guidelines to Owners concerning construction and maintenance of improvements, including landscaping, the Developer has promulgated Planning Criteria for the Properties, a copy of which may be obtained from the Developer or the ARB by Owners. The Developer declares that the Properties shall be held, transferred, sold, conveyed, and occupied subject to the Planning Criteria, as amended from time to time by the Board of Directors.

Section 3. The ARB shall have the following duties and powers:

(a) To approve, in writing, prior to the commencement of construction, all plans and specifications, including lot grading and landscape plans for buildings, fences, walls or other structures which shall be erected or maintained upon the Properties and to approve any exterior additions, changes or alterations thereto. For any of the above, the ARB shall be furnished plans and specifications showing the nature, time of construction, shape, height, materials and location of the same and shall approve the harmony of the external design and location in relation to surrounding structures and topography.

(b) To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

(c) To recommend amendments of the Planning Criteria to the Board of Directors from time to time. Any proposed amendments shall be set forth in writing and shall be made known to Owners and to prospective Owners. Any amendment shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration.

(d) To require each owner to submit a set of plans and specifications to the ARB prior to applying for a commitment for a construction financing and obtaining a building permit, which set of plans and specifications shall become the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications as approved, including the landscape plans and specifications so approved. All approvals of plans or specifications must be evidenced by the signatures of at least two (2) members of the ARB on the plans and specifications furnished. The existence of the signatures of at least two (2) members of the ARC on any plans or specifications shall be conclusive proof of the approval of a majority of the ARB of such plans or specifications.

Section 4. The conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that any structure, location of any structure, improvement, alteration landscaping design, building plans and specifications or Lot grading is not consistent with the planned development of the Properties or lands contiguous thereto.

Section 5. The ARB has established a landscape buffer on each Lot which abuts the golf course of Alaqua Country Club which is to be maintained by the Lot Owner. Such landscape buffer shall not exceed a depth of fifteen feet (15') along the rear of each such Lot. Any clearing, the method of clearing and the replanting of landscape material within such buffer shall be specifically approved by the ARB at the time of the approval of the landscape plan for each such Lot. The fifteen foot (15') landscape buffer on each Lot which abuts the golf course of Alaqua Country Club shall be used for golf course landscaping, golf course drainage swales and golf course drainage detention, ingress and egress for golf carts, golf course maintenance vehicles and personnel, golf players, spectators and officials, and other normal and customary uses for the operation and maintenance of a golf course.

Section 6. New Additional Lands. 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 Manual.

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ARTICLE VIII
GENERAL RESTRICTIONS

Section 1. Land Use. 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 violate either state or federal Fair Housing or other law.

All construction, improvements, changes, modifications, alteration, additions or otherwise to a Lot or residence shall be made in accordance with the specifications in this Declaration and with all applicable government codes, standards, and regulations, and must be first approved by the ARB in accordance with the provisions of Article VII. This includes any changes in the terrain on a Lot which will affect drainage or flow of surface water, including, but not limited to, ditches, hills, swales, ponds, and other grading changes.

Section 2. Clotheslines. Clotheslines that are of a removable (or retractable) rack-type may be installed in the backyard of a Lot (e.g., outside of view from the front of a Lot) so long as such clotheslines are removed or retracted when not in use. Clotheslines may be installed and used in an area of a Lot other than the backyard (as described above) with the prior written approval of the Association's ARB. In any event, clothes and other objects will not be permitted to be placed or be present on clotheslines between the times of sunset and sunrise on any given day.

Section 3. Awnings and Shutters. The installation of any awnings or shutters on a home on a Lot must be approved in advance by the ARB. Such awnings or shutters must be color coordinated with the home on a Lot, utilizing the same approved color palate and maintained to the initial installation standard. Broken or missing shutters or awning parts must be replaced, or the entire shutter or awning removed. If these items are removed, the area below will be required to be painted and/or otherwise improved to match the appearance of the exterior of the remainder of the home.

Section 4. Hurricane Shutters. Any hurricane shutters or other protective devices visible from the outside of a home shall be of a type as approved in writing by the ARB. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event.

Section 5. Mailboxes. All mail boxes shall be of a common design approved by the ARB and provided by the developer to the Owner at the Owner's expense and shall include only the surname and house number of the resident; and, shall be located at the street front of each lot as prescribed by the United States Postal Service. Each Owner shall be solely responsible for maintaining the mailbox located on their Lot as specified by the ARB. Mailboxes shall be maintained in good state of repair by Owner at all times, including, but not limited to an operational mailbox light, properly affixed mailbox door and notification flag, and painted as needed. No

changes are to be made to the original style, design or color of the mailbox or post. Owners must maintain the style, design and color of the mailbox which was originally installed on the Lot by the developer or install and maintain a different mailbox in a style and color chosen and approved by the ARB.

Section 6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, utility building, barn, or other outbuilding, portable or otherwise shall be used or placed on any Lot at any time as a residence, either temporarily or permanently, except that temporary structures may be used by the Developer and its sales agents on Lots for maintenance, development or sales of any of the Properties during development.

Section 7. Pergolas, Gazebos, or Cabanas. Notwithstanding anything to the contrary, a pergola, gazebo, or cabana may be installed on a Lot, only if that Owner complies with each of the following provisions:

(a) Proposed plans for the pergola, gazebo, or cabana, including an architectural sketch or picture, proposed location on the Lot, proposed materials to be used in construction and placement, and proposed finish materials, including landscaping and colors, must be submitted to the ARB.

(b) Proposed construction, installation, or placement specifications must demonstrate that the pergola, gazebo, or cabana is rated, anchored, and/or otherwise certified to structurally withstand the wind-load of a Category 1 hurricane, as rated on the Saffir-Simpson Hurricane Wind Scale. However, nothing in this provision shall create a duty of the ARB or the Association to certify, inspect, or otherwise ensure that such structure shall be built or is built to structurally withstand a Category 1 hurricane.

(c) The ARB must approve the construction, installation, or placement of the pergola, gazebo, or cabana at a properly noticed ARB meeting.

Section 8. Decks, Patios, and Porches. The installation of or change to a porch, patio, deck, or any similar structure (or any portion thereof) must receive the prior approval of the ARB. All decks and patios shall be in the rear yard of a Lot and shall not be visible from the street in front of the home. Wooden or composite material decks may be considered based on the grade and terrain of the lot and will be reviewed by the ARB on a case by case basis. The size of decks and patios shall be determined by the available space per Lot and may not cover more than twenty five percent (25%) of the total lot area excluding any building, structures and paved areas. Construction of decks and patios shall not adversely affect any designed and approved drainage pattern for this or any other Lot.

Section 9. Screen and Glass Enclosures. Screen and glass enclosures may have shingled, insulated aluminum panels or screened roof structures. If shingled, they shall match the existing shingles on the house and shall maintain the rear setback as required by local municipality code. If insulated aluminum panels, frame and roof color must be the same if top of roof will be visible to the street. The pitch of the roof shall meet current code requirements. Installation will meet all county and state building codes for homes within "C" Wind Exposure Zones and be

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designed and built to withstand 130 mile per hour winds. All support cables, screws and fasteners shall be of a non-corrosive material such as stainless steel. Structural gutters may be installed but where necessary, must be adjusted to tie into existing home gutters—runoff must be directed in a manner that will not negatively affect neighboring property or common property. Aluminum kick plates, not to exceed sixteen (16") inches are allowed on screen enclosures including screen doors.

Section 10. Pets. No livestock, fowl or other animals shall be kept on the Properties, except domestic cats or dogs. No animals shall be kept on the Properties for the purposes of breeding or raising for sale. No pet shall be allowed to run loose and uncontrolled within the Properties. All pets must be caged, carried or kept physically restrained by a leash no more than six feet (6') in length on the Properties when outside of a Lot. Pet Owners shall comply with all governmental regulations concerning the proper care, maintenance, licensing, and control of their individual pets. No one may permit, either willfully or through failure to exercise due care and control, any animal to soil, defile, urinate or defecate anywhere in the Subdivision other than on the Lot of the Owner or resident owning or controlling the animal. Nevertheless, should an animal under the ownership or control of a resident or Lot Owner inadvertently soil, defile, urinate, or defecate outside of the Lot of the Owner or resident, such materials shall be removed immediately from such location.

If, in the sole discretion of the Board of Directors, a pet is or becomes a nuisance by way of excessive noise, aggression, roaming, or otherwise, the Board of Directors may order the immediate removal of such pet from the Property in writing and the owner of such pet shall immediately comply. No pet shall disturb the tranquility of the Property or the Owners, occupants or tenants thereof, or be dangerous, annoying, a nuisance or destructive of wildlife, as determined by the Board of Directors of the Association, in its sole unfettered discretion. Violation of the provisions of this Section shall entitle the Association to all of its rights and remedies, including, but not limited to, legal proceedings as provided for in Article XIII of this Declaration, the right to fine Owners (as provided herein and in any applicable rules and regulations and/or Florida law), and/or to require any pet to be permanently removed from the Property. An Owner shall compensate any person injured by that Owner's pet and shall indemnify and hold the Association harmless against any loss or liability arising out of any incident involving the Owner's pet on the Properties.

Section 11. Construction. Owners shall keep Lots reasonably clean before, during and after construction.

Section 12. Nuisances. 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

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.

Section 13. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Builder, administrative offices of Builder, no commercial or business activity shall be conducted in any home within the Properties. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner, tenant or guest may actively engage in any solicitations for commercial purposes within the Properties. No solicitors of a commercial nature shall be allowed within the Properties, without the prior written consent of the Association. No day care center or facility may be operated out of a home. No garage sales are permitted, except as permitted by the Association.

Section 14. Exterior Lighting. Spotlights which may disturb one or more neighbors shall not remain on after 10:00 pm. Motion lighting, solar lighting, electrical lighting and decorative lamp post lighting of gardens and walkways located outside of the home on a Lot, including the front porch, back porch, and side porch, shall be permitted only when using white lights, or yellow bug-prevention lights.

Section 15. Exterior Paint Colors. All proposed paint colors and paint color combinations to be used on the exterior body of any residence shall be submitted to and approved by the ARB in writing prior to being applied to the exterior of any residence. Exterior paint colors and paint color combinations shall be selected to harmonize with the natural environment and original scheme of development of the community. Painting of the home shall be completed uniformly so all exterior surfaces are in harmony. Owners shall be responsible for repainting aging and fading painted surfaces within forty-five (45) days of notice by the Association. In the event that any Owner fails to paint their respective Home in accordance with this Section, the Association shall have the right, but not the obligation, to paint such Owner's Home and charge all costs relating thereto to the applicable Owner(s) as an Individual Assessment. Owners may repaint residences in the same color and manner as originally approved by the ARB without obtaining a subsequent written approval from the ARB. Any Owner wanting to change or alter the exterior color of their residence in any manner must submit a request to the ARB and receive written approval as outlined herein prior to repainting of a home.

Section 16. Signs. No sign of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than ten feet square approved by the Developer. Such Developer approved signs may be used only to advertise a Lot for sale until the construction of the residence thereon is completed and the Lot, with a completed residence, is sold to the first buyer who will occupy the residence. After the first buyer who will occupy the residence has closed upon the purchase of the Lot and completed residence, no sign shall be displayed to the public view on such Lot unless approved by the ARB or the Association, or as specifically provided for

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in this Section. One "for sale" sign, no larger than eighteen (18) inches by eighteen (18) inches, and used solely in connection with the marketing of the affected Lot for sale shall be permitted without prior approval from the ARB or the Association. Such "for sale" sign shall only be displayed in a front window of a residence. However, such "for sale" sign may not include any logo of, graphics of, name of, or reference to a real estate brokerage or company, other than the phone number to such real estate brokerage or company. Lot Owners may also display a sign of reasonable size provided by a contractor for security services within ten feet (10') of any entrance to a home on a Lot. The Association reserves the right to demand the immediate removal of signs that have not been placed in compliance with this Section.

Section 17. Flags and Flagpoles. Owners may erect a freestanding flagpole not more than twenty feet (20') tall (as measured from grade) on any portion of the Owner's Lot, as long as the flagpole does not obstruct sightlines at intersections, and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances of Seminole County, Florida, and any other setback and locational criteria contained in the Association's governing documents, including any rules and regulations.

Owners may display one (1) United States flag or official flag of the State of Florida, no larger than four and one-half feet by six feet (4 ½' x 6'), in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display, in a respectful manner, portable, removable official flags, not larger than four and one-half feet by six feet (4 ½' x 6'), which represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, or a POW-MIA flag. Should any Owner wish to display any such flag mentioned above on a home located on a Lot (rather than by a flagpole), or any flag other than those mentioned above, the display of such flag, and the means of display of such flag (whether it be by way of a bracket attached to the home or otherwise) shall require the prior written approval of the ARB, as to design, height, location, appearance and type.

Section 18. Landscaping Easements. Landscaping easements where indicated on the plat are for landscaping and sidewalk purposes only. No encroachments shall be permitted.

Section 19. Driveways. Owners may resurface the driveways, walkways, entryways or other pathways on their Lot with approved materials provided they obtain the prior written approval of the ARB in accordance with Article VII hereof. The painting of driveways, walkways, entryways or pathways is expressly prohibited. Driveways must be kept free of debris, mold, and mildew stains.

Section 20. Garage Doors. Garage doors should be kept closed except during times of actual use of the garage. Replacement garage doors shall be compatible in size, shape, color, and style of the house and its trim.

Section 21. House Numbers/Markers. House numbers/markers must remain of the same size, location and style as originally installed, and maintained in a neat and attractive manner.

Section 22. Vehicles and Parking. Vehicles shall not be parked in any front or side yard of a Lot except in areas designated as a driveway or parking area. No vehicle shall be parked in a driveway on a Lot so that it encroaches upon the sidewalk located on that Lot and impedes pedestrian traffic. The term "vehicle" as used in this Section shall include vehicles or vessels of any type, including, but not limited to, automobiles, trucks, vans, sport utility vehicles, motorcycles, mopeds, golf carts, recreational vehicles, boats, trailers of any kind, travel homes, mobile homes, and commercial vehicles. There shall be no parking of trucks or commercial vehicles on any Lot for a period of more than four (4) hours, unless the same is present and necessary in the actual construction or repair of buildings on a Lot. The term "truck" as used herein shall not include sport utility vehicles, pick-up trucks or van-type trucks where such vehicles are rated "1 ton" or less, and further provided such vehicles are used by a resident of the Properties as a regular or usual form of transportation. The definition of "commercial vehicles" shall include vehicles with signage and/or advertising on them and/or which are used routinely in business. Notwithstanding anything to the contrary contained herein, no vehicles of any nature shall be parked on the streets between the hours of 10:00 p.m. and 6:00 a.m. on any given day, nor shall any vehicles be parked in the streets in excess of four (4) consecutive hours, except commercial vehicles between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday that are engaged in construction or maintenance of a Lot.

Section 23. Recreational Vehicles. No recreational vehicles, trailer, travel trailer, camper, motor home, boat trailer, boat or similar vehicle shall be permitted to remain or park on any Lot for a period of more than four (4) consecutive hours, unless such vehicle is stored so as to be out of view from any adjoining street and/or residence. The terms "recreational vehicle(s)," "camper(s)," and "motor home" shall expressly include, but not be limited to, any and all vehicles which have more than two (2) axles.

Section 24. Inoperable Vehicles. No inoperative cars, trucks, trailers, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of twenty-four (24) consecutive hours. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot. All vehicles shall have current license plates and current registration. The terms of this Section 12 shall not apply to any vehicle being kept in an enclosed garage.

Section 25. Recreational Equipment. Permanent play structures or recreational equipment, including but not limited to basketball poles and backboards and any other fixed games, play structures, treehouses or platforms of a like kind or nature, shall not be installed or constructed without the prior approval of the ARB. If approved, all basketball poles and backboards and any other fixed games and play structures shall be located only at the side or rear of the dwelling, or in the case of corner lots on the inside portion of the Lot within the setback lines. Treehouses or platforms of a like kind or nature shall not be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon. The ARB's determination of what constitutes the front, back and sides of the residence and the Lot and whether or not to approve basketball backboards, fixed games, other play structures, treehouses or platforms of the like kind or nature for the Lot shall be final.

All portable outdoor games, play apparatus and recreational equipment, including, but not limited to children's wading pools, bicycles, sports equipment, etc., shall only be permitted to be

visible from the street when currently in use and for no longer than a period of three (3) days at a time and must be stored out of sight at the rear of the Parcel or inside a garage or other structure when not in use.

Section 26. Outdoor Lawn and Garden Décor. Installation of or changes to lawn and garden décor including, but not limited to, fountains, statutes, birdbaths, birdhouses and other decorative outdoor items must receive the prior approval of the ARB. Such outdoor lawn and garden décor shall not visually distract from the overall appearance of the home or Lot.

Section 27. Seasonal Decorations. Seasonal decorations (e.g., Christmas lights, Halloween decorations, etc.) shall only be displayed up to four (4) weeks prior to the date of the holiday or day with which the decorations are associated and must be removed no later than three (3) weeks after the date of such holiday or day.

Section 28. Fences, Walls, and Hedges. No fence, wall, hedge, or other shrub planting shall be permitted to be installed on a Lot without the prior written approval of the ARB pursuant to Article VII of this Declaration. No fence or fence walls shall exceed a height of six (6) feet. No fence, wall, hedge, or other shrub planting which obstructs site lines shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same site-line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway. No unfinished wood or chain link fences will be permitted. Where a fence or wall is deemed to be unnecessary, unsightly or a detraction from the visual value of common areas, a landscape screen, in lieu of a fence or wall, shall be required. No fence or wall over six feet (6') in height shall be permitted, except for tennis courts and other special conditions as approved by the ARB. In general, the use of fences and walls are not encouraged within Alaqua. Hedges, berms or other landscape alternatives are preferred.

Section 29. Security Bars. The installation of exterior security bats or grates on windows or doors must obtain the approval of the ARB prior to installation.

Section 30. MSTU. Seminole County, Florida, may require Developer to form one or more municipal service tax units (hereinafter "MSTU") for any one or more of the following purposes: (i) maintenance and operation of street lights that will be installed on the Properties or (ii) maintenance of the storm water drainage and retention systems on the Properties. All Lots shall be encompassed within any such MSTU and shall be subject to the restrictions, limitations and tax assessments as may be imposed upon the property within any such MSTU. All Owners shall be bound by any agreement or Seminole County Commission resolution creating a MSTU and all Owners shall join in and execute any instrument which may be required in connection with the establishment of a MSTU.

Section 31. Spas/Hot Tubs. Spas and hot tubs must be approved by the ARB prior to installation. All spas and hot tubs shall be installed in the rear of a Lot, and must be properly screen from view of any adjacent street(s) or Lot(s).

Section 32. Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ARB. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ARB; (iii) pool cages and screens must be of a design, color and material approved by the ARB prior to installation; and (iv) pool screening shall in no event by higher than the roof line of the home or wider than the width of the home. Pool screening and pool decks shall not extend beyond the sides of the home without the express approval of the ARB. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). No diving boards, slides, or platforms shall be permitted without the approval of the ARB. Pools without a screen enclosure will be required to have fencing as required by Seminole County.

Section 32. Tennis Courts. Installation of a tennis court on a Lot shall require the prior written approval of the ARB. Materials, design and construction shall meet standards generally accepted by the industry and shall comply with applicable governmental regulations. Installation of exterior light on any tennis courts is expressly prohibited.

Section 33. Energy Saving Devices. Installation of or changes to solar panels, solar collectors, and other energy saving devices (or a portion thereof) shall be regulated to the extent permitted by law. Installation of or changes to such items is expressly permitted provided they are installed and maintained in accordance with Florida Law and further provided the location where such items are placed is approved by the Association. However, the Association shall only regulate and approve where such items can be placed.

Section 34. Air-Conditioners. Any structure which is constructed to enclose an outside air conditioner unit shall be constructed of the same materials and finish as the home and shall match the exterior color thereof and shall receive the prior approval of the ARB. No window or wall air conditioning unit may be installed in any window or wall of a home.

Section 35. Window Boxes/Flower Boxes. Window boxes and flower boxes shall be approved by the ARB prior to any installation. Window/flower boxes shall not exceed twelve inches (12") in depth and the width of the window opening. The color must by in harmony with the color of the exterior of the residence.

Section 36. Antennas, Satellites, Radios. The placement and size of outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (HAM) antennas shall be approved in advance by the ARB, subject to any limitations imposed by any applicable Federal and State regulations and laws. A satellite television reception dish 18 inches or less in diameter shall be permitted without approval by the ARB if the same is so located that is cannot be seen from any street and is shielded from view from any adjoining Lot. To the extent acceptable quality signals can be received from multiple locations on an Owner's Lot, antennae, aerials, satellite dishes and similar devices must be located in the least visible location on the Lot, as low as possible, and shielded from view to the greatest degree possible Antennas larger than one (1) meter in diameter are prohibited.

Antennae, aerials, satellite dishes and similar devices cannot be installed by Owners on Common Areas. The height of the mast of antennae, aerials, satellite dishes and similar devices may not extend more than twelve feet (12') above the roofline.

Section 37. No building shall be placed and no material or refuse shall be placed or stored on any Lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

Section 38. Garbage. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage, and other waste shall be kept in sanitary containers. Owners shall securely cover all food and trash stored in containers located outside or in the garage in order to avoid attracting animals. All containers shall be placed curbside for waste pickup no earlier than 5:00 am the day of scheduled pick-up and shall be removed from the curbside and properly stored the evening of the day of scheduled pick-up. All containers shall be kept within an enclosure or underground receptacle which the ARB shall require to be constructed with each home, which enclosures shall be located so as to be out of view from any adjacent streets. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

Section 39. Fuel Tanks and Generators. No generators, fuel tanks or similar storage receptacles may be exposed to view from front or side streets or adjacent properties but may be installed within the main dwelling house, within a walled in or screened area, or buried underground, and shall be approved by the ARB prior to construction.

Section 40. 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 twelve (12) 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 twelve (12) 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.

This section 40 shall not be 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 constructed, 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.

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.

Section 41. No Adverse Possession. Each property Owner agrees not be make any claim for adverse possession in respect of any of the lands owned by Alaqua Golf Club.

Section 42. Gatehouse Procedures. All Owners shall be responsible for complying with and ensuring that their guests, invitees, and licensees comply with all procedures adopted by the Association for controlling access to and upon the Properties through any gatehouse or gate serving the Properties, in accordance with any rules and regulations established by the Association from time to time.

Section 43. Each Owner of a Waterfront Lot, which term for purposes of this Section shall exclude the Developer, in conjunction with the construction of a residence on any Waterfront Lot(s) is required to install an underground irrigation system and St. Augustine sod from the edge of the Waterfront Lot to the water's edge of the Waterbody located on the property described as Tract "C", Alaqua Phase III, according to the plat thereof as recorded in Plat Book 42, Pages 1 through 8 inclusive, of the Public Records of Seminole County, Florida (Tract "C") and shall, at Owner's expense, irrigate and mow the sod and otherwise maintain the sod and the irrigation in a manner consistent with the landscape standards of Alaqua. The intended purpose of this requirement is to create and maintain a consistent and aesthetically pleasing uniform appearance to the area between the Waterfront Lots and water's edge of the waterbody located on Tract C. In the event any Waterfront Lot Owner fails to comply with the requirements of this Section by the time a residence is completed upon any Waterfront Lot the Association shall have the right to install and maintain the underground irrigation system and St. Augustine sod and charge the costs of such installation and maintenance under Article VI of the Declaration. Incident to such installation of an underground irrigation system, the Association shall have the right to hook up to the existing irrigation system on the waterfront Lot and utilize the Waterfront Lot Owners water supply to irrigate the easement area. Such assessment shall be added to and become a part of the annual maintenance assessment or charges to which the Lot is subject under Article V and as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article IV. The deeds to each Waterfront Lot shall

grant an easement to the Waterfront Lot Owner over and upon the area between the Waterfront Lot edge and the water's edge of the waterbody on Tract C, solely for the purposes of enabling the Waterfront Lot Owner to comply with the requirements of this Fourth Supplemental Declaration. The Waterfront Lot Owner may not make any modifications, improvements or other changes to this easement area not take any other actions within the easement area or use the easement area for any other purpose than as set forth in herein. The easement so granted shall run with the land.

Section 44. Leasing. No Owner may lease or rent his or her Lot without first obtaining the written approval of the Board of Directors for the Association. All leases shall be restricted to single-family. A single-family is defined as any number of individuals living as a single housekeeping unit who are related by blood, legal adoption, marriage, or conservatorship. 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. The following provisions shall in all respects take precedence over any and all other terms and provisions in the lease or rental agreement:

(1) A written rental or lease agreement must exist specifying that (i) the tenant shall be subject to all provisions of this Declaration, and (ii) a failure to comply with any provision of this Declaration shall constitute default under the rental or lease agreement;

(2) The period of the rental or lease agreement is not less than one (1) year nor more than two (2) years, unless otherwise allowed by the Board;

(3) The Owner gives notice of the tenancy to the Association, as further provided in this Section, and is otherwise in compliance with the terms of this Declaration;

(4) No portion of a home, other than the entire home, which exists on a Lot shall be rented or leased. As such, no room, "in-law"-style dwelling area, carriage house, or other structure which exists as a portion of a home existing on a Lot shall be rented or leased separate and apart from any remaining portion of the home which may be subject to a rental or lease agreement;

(5) All persons eighteen (18) years or older, residing or proposed to reside in the home, are included in the lease or rental agreement as subject to the terms of the lease or rental agreement and, for purposes of this Section, are considered to be tenant(s) and/or lessee(s);

(6) Homes are leased or rented exclusively for residential purposes and no commercial business may be operated from the home;

(7) No Time Shares are permitted;

(8) Prior to, and as a condition of, occupancy of the home by tenant(s) or lessee(s):

(a) the Association is furnished with a copy of the lease or rental agreement, at least thirty (30) days in advance of any lease or rental commencing, and

(b) the Association approves the proposed lease, and the lease or rental agreement related thereto, as further provided herein;

(9) All leases or rental agreements must provide and contain (and if they do not, shall be deemed to provide and contain) the terms and provisions set forth in (a) through (f) immediately below, which shall in all respects take precedence over any and all other terms and provisions in the lease or rental agreement:

(a) The lessee(s) and/or tenant(s) covenant(s) and agree(s) to conform and comply with any and all covenants, conditions, restrictions, easements, terms and conditions contained in this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and all policies and/or procedures of the Association, all as amended from time to time ("Governing Documents"), together with any responsibilities set forth by State Law, including Florida Statutes Ch. 720, whether or not same are incorporated by reference as part of any lease or rental agreement, and the covenants, conditions, restrictions, easements, terms and conditions contained within the Governing Documents and State Law shall also be deemed to be assented to by any guest(s), licensee(s), or invitee(s) of any lessee(s), tenant(s), and/or Owner(s). A violation of the Governing Documents and/or State Law is, and shall be considered to be, a material breach of the lease or rental agreement;

(b) Each Owner covenants to enforce the terms of the lease or rental agreement and the terms of the Governing Documents and State Law with respect to the use and occupancy by the lessee(s) or tenant(s) of the Lot;

(c) Each Owner covenants to enforce the terms of the lease or rental agreement and the terms of the Governing Documents and State Law with respect to the use by the lessee(s) or tenant(s) of the Common Area, Common Property, or any other property of any nature owned by the Association;

(d) Lessee(s), tenant(s) and Owner(s) covenant and agree not to sublease or assign this lease or any other lease of the Lot, without the prior written approval of the Association;

(e) Lessee(s), tenant(s) and Owner(s) shall, covenant and agree not to cause any damage, of any nature, to any Common Area, Common Property, or any other property of any nature owned by the Association. Similarly, lessee(s), tenant(s), and Owner(s), for themselves and for all of their guest(s), licensee(s), and/or invitee(s), covenant and agree that each and every one of the above shall not cause any damage, of any nature, to any Common Area, Common Property, or any other property of any nature owned by the Association; and

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(f) The Association shall have the right to recover and be entitled to damages, terminate any lease or rental agreement, evict (or require the Owner(s) to evict) any tenant(s) or lessee(s), and obtain injunctive relief for any violation of the Governing Documents and State Law by the tenant(s) and/or lessee(s) of such Owner(s). Should the Association opt to proceed with evicting any tenant or lessee, predicated on any violation or infraction of Governing Documents, as determined in the sole unfettered discretion of the Board, such tenant or lessee shall permanently vacate the home within thirty (30) days of delivery of written notice by the Association as provided for hereafter to the Owner(s), tenant(s) and/or lessee(s). Such notice to the Owner(s) shall be provided to the address of the Owner as listed in the Association's official records, and such notice to the tenant(s) and/or lessee(s) shall be provided to the address of such home. Such notice to the Owner(s) shall be fulfilled by a single notice to any of the Owners of the Lot, and such notice to the tenant(s) and/or lessee(s) shall be fulfilled by a single notice to any of the tenant(s) and/or lessee(s) of the home. All notices provided for by this item (f) shall be deemed delivered five (5) days after same have been deposited and/or placed in the U.S. Mail with proper postage. 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.

Not later than thirty (30) days before the first day of anticipated occupancy and/or residency under a lease or rental agreement, the Owner who wishes to lease or rent his/her home shall deliver to the Board of Directors of the Association the following:

(10) 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, as well as the contact information for all lessees, tenants and occupants, including cell phone numbers and work phone numbers;

(11) 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;

(12) a true and correct, complete and fully executed copy of the proposed lease or rental agreement (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);

(13) an exhaustive list describing each vehicle owned and/or operated by each propose lessee, tenant and occupant of the Lot, including the make, model, year, color and license tag number for each vehicle;

(14) 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;

(15) 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;

(16) all contact information for each Owner and proposed lessee, including all cell phone numbers in addition to all home and work phone numbers;

(17) 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

(18) payment of such fees as the Board may reasonably prescribed 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 or rental agreement. 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. Once a lease term expires, an Owner must submit a new Intent to Lease form to the Board of Directors for review and consideration.

No Lot may be occupied, on a permanent or temporary basis, by any person deemed a sexual predator under Florida law as is more particularly described in Article XV hereof.

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 Declaration 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.

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.

Section 45. Assignment of Rents. Any Owner hereby absolutely assigns and transfers to Association all the leases, rents, issues and profits of any nature from the Lot including the reasonable rental value of said Lot which may be obtained by Owner when the Lot is not occupied by Owner (collectively "Rents"). Although this assignment is effective immediately, so long as Owner pays any annual or special assessment or any other charge of Association in a manner such that said assessments or charges are not considered to be delinquent in any way (hereinafter, non-payment of any annual or special assessment or any other charge of Association such that the assessments or charges are considered delinquent may be referred to as a "Default"), Association gives to and confers upon Owner the privilege under a revocable license to collect as they become due, but not prior to accrual, the Rents and to demand, receive and enforce payment, give receipts, releases and satisfactions, and sue in the name of Owner for all such Rents.

Upon any occurrence of Default, the license granted to Owner herein shall be automatically revoked without further notice to or demand upon Owner, and Association shall have the right, in its discretion, without notice, by or without agent or by or without a receiver appointed by a court, and without regard to the adequacy of any security for the annual or special assessments or any other charges of Association, (a) to notify tenants, subtenants, occupants and any property manager to pay Rents to Association or its designee, and upon receipt of such notice such persons are authorized and directed to make payment as specified in the notice and disregard any contrary direction or instruction by Owner, and (b) in the name of Association, to sue for or otherwise collect Rents, including those past due, and apply Rents, less costs and expenses of operation and collection efforts, including late assessments or charges, interest, costs of collection and attorneys' and paralegals' fees, to the annual or special assessments or any other charges of Association in such order and manner as Association may determine or as otherwise provided for herein or by law. However, the tenants, subtenants, occupants and any property manager need not make such payments to Association in excess of, or prior to the due dates for, monthly Rents unpaid at the time of the Board's request.

After collecting any such Rents, and upon the deduction of any late assessments, interest, costs of collection, and attorneys' and paralegals' fees, Association may (but shall not be required to) remit any balance to Owner. All such payments made by tenants, subtenants, occupants, and any property manager to Association shall reduce, by the same amount, tenants, subtenants, occupants and any property manager's obligation to make monthly rental payments to Owner, despite any agreement between tenants, subtenants, occupants and any property manager and Owner to the contrary. Association's exercise of any one or more of the foregoing rights shall not cure or waive any Default or notice of Default hereunder. The above provision shall not be construed to release Owner from any obligation, including the obligation for assessments or charges, for which he or she would otherwise be responsible. Should any tenants, subtenants, occupants or any property manager refuse to provide said Rents to Association (or any agent or receiver thereof) within thirty (30) days of the date of demand, Owner hereby authorizes Association to pursue any and all collection efforts (including suit) against any tenants, subtenants, occupants or any property manager, and/or against Owner, for non-payment of said Rents. The payment of any and all costs or fees (including attorneys and paralegals fees) accumulated by Association in pursuit of any action for non-payment of Rents, or annual or special assessments or any other charges, shall be the responsibility of Owner.

Association shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Owner under any lease or rental or occupancy agreement, and Owner hereby agrees to indemnify Association for, and to save it harmless from, any and all liability arising from any of said leases or rental or occupancy agreements or from this assignment provision. This assignment shall not place responsibility for the control, care, management, or repair of said Lot upon Association, or make Association responsible or liable for any negligence in the management, operation, upkeep, repair, or control of the Lot resulting in loss or injury or death to any tenants, subtenants, occupants, property managers, licensees, employees or strangers. Nonetheless, Owner hereby additionally authorizes Association to enter and take possession of the Lot and to manage and operate the same, to let or re-let said premises or any part thereof, to cancel and to modify leases, to evict tenants, subtenants, or occupants, bring or defend any suits in connection with the possession of said premises as Association, in its discretion, may deem proper. The payment of any and all costs or fees accumulated by Association in pursuit of any such actions, or any actions stemming from the authorities granted to Association by this assignment, shall be the responsibility of Owner, and in the absence of the payment of such costs and fees by Owner, Association shall additionally have the authority to collect Rents as otherwise provided by this assignment to provide such payment.

Owner hereby authorizes Association to give notice in writing of this assignment at any time to any tenants, subtenants, occupants or property managers under any said leases or rental or occupancy agreements.

The invalidation of any provision or provisions of the covenants and restrictions set forth herein (or any portion thereof) by judgment or court order shall not affect or modify any of the other provisions or portions of said covenants and restrictions, which other provisions (or portions thereof) shall remain in full force and effect.

ARTICLE IX
AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole right (i) to amend these covenants and restrictions for the purpose of curing any ambiguity or any inconsistency among the provisions contained herein, (ii) to include in any contract or deed hereafter made any additional covenants and restrictions applicable to the land which is subject of such contract or deed that do not lower standards of the covenants and restrictions herein contained, (iii) to amend these covenants and restrictions in whole or in part as to any additional land annexed to the Properties, and (iv) to release any Lot from any part of the covenants and restrictions that have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer in its sole judgment, determines such violation not be a minor or insubstantial violation.

ARTICLE X
AMENDMENT

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 meeting of the members of the Association called for such purpose, at which a quorum has been attained. 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.

ARTICLE XI
ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Association may impose any additional covenants or restrictions on any part of the Properties.

ARTICLE XII
DURATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this instrument is recorded, after which they shall be automatically extended for successive periods of ten (10) years, unless terminated after such initial period of twenty (20) years with the written approval of eighty percent (80%) of the then record title Owners to the Properties.

ARTICLE XIII
ENFORCEMENT

<u>Section 1</u>. The restrictive covenants contained in this Declaration shall be construed as covenants running with the land and shall inure to the benefit of the Association, the Developer, so long as the Developer owns any portion or portions of the Properties or any other real property owned by the Developer adjacent to the Properties, and any Owner. The Association, the Developer, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by or in accordance with the provisions of this Declaration. The terms and conditions of this Declaration shall be construed in a uniform and reasonable manner.

Each Owner and his family members, guests, invitees, and lessees and their family members, guests, and invitees shall be bound by and abide by these Covenants set forth herein, and the Articles of Incorporation and Bylaws of the Association and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Alaqua. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the Association) which shall be paid for by the Owner as an Individual Assessment. Failure of an Owner to notify any person of the existence of the covenants, conditions, restrictions and other provisions of these Covenants shall not in any way act to limit or divest the right of enforcement of these provisions against the Owner or such other person.

If any person or entity shall violate or attempt to violate the terms of the Governing Documents it shall be lawful for the Association or any Owner (1) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate the terms of the Governing Documents; (2) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate the terms of the Governing Documents for the purpose of preventing or enjoining all or any such violations or attempted violations; or (3) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. The offending Owner and/or occupant shall be liable and responsible for all costs and fees of enforcement specifically including, without limitation, court costs, reasonable attorneys' fees and paralegals fees, regardless whether suit is brought (including such fees and costs before trial, at trial and on appeal).

In addition, whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of the Governing Documents, the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily abate and remove the same, all at the expense of the Owner of such property, which expense shall constitute an individual assessment which shall be treated and shall be collectable in the same manner as original, annual, or special assessments, and such entry and abatement or removal shall not be deemed a trespass or make the Association liable in any way to anyone for any damages on account thereof.

Section 2. Enforcement Committee. The Board of Directors of the Association shall appoint a enforcement committee consisting of at least three Owners within the Properties. The purpose of the enforcement committee shall be to conduct hearings concerning alleged violations of the Governing Documents by Owners, their tenants, guests or invitees in order to approve or disapprove fines levied by the Board of Directors. Owners appointed to the enforcement committee shall not be officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director or employee of the Association. A majority vote of the enforcement committee is necessary to approve a fine or suspension of the right to use any common areas and facilities (as more fully set forth below).

Section 3. Fines. In addition to all other remedies, and to the maximum extent lawful, a fine or fines may be imposed upon an Owner, and his/her tenant, guest or invitee for failure to comply with any covenant, restriction, rule or regulation set forth herein or in any of the Association's Governing Documents, provided the following procedures are adhered to:

(a) Notice: the Association shall notify the Owner, or his/her tenant, guest and/or invitee of the alleged infraction or infractions and provide such individual or entity at least fourteen (14) days' notice of the intent to fine. Included in the notice shall be the date, place and time of a hearing before the enforcement committee at which time the party sought to be fined may present evidence and reasons why a fine(s) should not be imposed.

(b) Hearing: The alleged non-compliance shall be presented to the enforcement committee at a hearing at which time the party sought to be fined for the alleged violation shall have an opportunity to present defenses and reasons why a fine(s) should not be imposed. A written decision of the enforcement committee shall be submitted to the Board of Directors within ten (10) of the meeting of the enforcement committee. If the fine is approved, the Board of Directors provide written notice of such fine by mail or hand delivery to the Owner and, if applicable, to any tenant, licensee, or invitee of the Owner.

(c) Fines and/or Revocation of Certain Privileges: The Board of Directors may impose a fine not to exceed $100.00 per violation against any Owner, tenant, guest and/or invitee, or, in the case of a continuing violation, may impose a reasonable fine on the basis of each day of said continuing violation, with a single notice and opportunity for hearing, except that a fine may not exceed $1,000.00 in any 30 day period in the aggregate. The Board of Directors may also suspend, for a reasonable period of time, the rights of an Owner, tenant, guest and/or invitee to use any common areas and facilities (provided, however, that the right of legal access may not be suspended or revoked).

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be a charge and continuing lien against the subject Lot and shall be treated as an assessment, including the right to lien and foreclose said lien, all as subject to the provisions for the collection of assessments set forth in Article V of the Covenants

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

(g) Non-exclusive Remedy: These fines shall not be construed to be the exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

ARTICLE XIV
MISCELLANEOUS

Section 1. Severability. The invalidity or unenforceability of any provision or provisions contained in this Declaration by judgment or court order shall not affect or modify any of the other provisions contained in this Declaration which shall remain in full force and effect.

Section 2. Headings. The headings contained in this Declaration are for convenience only and shall have no significance in the interpretation of the body of this Declaration and shall be disregarded in construing the provisions of this Declaration.

Section 3. Costs and Attorneys' Fees. In connection with an proceedings to enforce any of the provisions of this Declaration, to compel compliance with any of the requirements contained in this Declaration (including the collection of any assessment in accordance with the provisions of Article V of enforce any lien therefor), for damages for breach of any of the provisions of this Declaration, or for construction of any of the provisions of this Declaration, the Association, the Developer or the Owner bringing such proceedings shall be entitled to recover all costs and reasonable attorneys' fees, paralegals' fees and costs incurred, whether incurred out of court. Reasonable attorneys' fees, paralegal fees and costs of the proceeding are recoverable whether or not suit is instituted and as may be awarded by any state, federal or bankruptcy court, any arbitrator, any administrative law court, and at administrative, trial or appellate levels. Further, reasonable attorneys' fees, paralegal fees and costs of the proceeding shall include but not be limited to: (a) notices of delinquency or non-compliance with the Association's Governing Documents; (b) demands for payment or compliance with the Association's Governing Documents; (c) notices of liens; (d) assignment of liens; (e) releases of liens; (f) recording costs; (g) the Association's management company's fees and costs; (h) court costs; (i) reasonable attorneys' fees and paralegals' fees, as specified in the preceding sentence; and (j) all other charges associated with or incidental to collection of the assessment or the enforcement of the Association's Governing Documents.

Any and all reasonable attorneys' fees, paralegal fees and costs of the proceeding that are recovered by the Association pursuant to this provision may be charged as a lien against the Lot which is the subject of such proceeding and such lien may be foreclosed against such Lot in the manner prescribed elsewhere in the Association's Governing Documents or as provided by Florida law, as the case may be. The priority of such lien shall relate back to the original recording date of this Declaration, unless such priority is specifically modified elsewhere in the Association's Governing Documents or pursuant to the Florida Statutes as same may be amended from time to time.

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Section 4. Rights Reserved to Developer. The Developer reserves the right to assign the rights, powers, duties and obligations of the Developer under this Declaration. Each assignee shall accept such assignment in writing and shall, from and after the date of such assignment, have the same rights and powers of the Developer under this Declaration and thereupon shall be obligations of the Developer under this Declaration. From and after such assignment, the Developer shall be released from all duties, obligations and liabilities imposed upon or assumed by it under this Declaration.

Section 5. Terms. The use herein of the singular number includes the plural number and the use herein of any gender includes all genders. The use herein of the words "person" and "persons" includes individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups or combinations.

Section 6. Interpretation. This Declaration of restrictive Covenants shall be governed by and interpreted in accordance with the laws of the State of Florida.

Section 7. Notices. Notices required or permitted hereunder shall be in writing and may be served by personal delivery or by United States mail, postage prepaid, registered or certified mail, return receipt requested, to the last known address of the person served. Service shall be deemed complete when the notice is personally delivered or is deposited in the mail in accordance with the provisions of this Section 8; provided, however, if any time specified herein within which an act may or shall be performed begins only after notice has been received, such notice shall be deemed to have been received on the date on which such notice is personally delivered or, if mailed in accordance with the provisions of this Section 8, on the date on which the U.S. Postal Service delivers such notice or advises that it is unable to complete delivery thereof.

Section 8. If any part, term or provision hereof shall be determined to be invalid, the validity of the remaining parts, terms and provisions hereof shall not be affected thereby but shall be construed and enforced as if he invalid part, term or provision were not a part hereof.

Section 9. Conflicts. If any part, term or provision hereof conflicts with any part, term or provision of the Planning Criteria, the part, term or provision hereof shall prevail over the conflicting part, term or provision of the Planning Criteria.

Section 10. Nothing herein shall be deemed to create or constitute a partnership between the Association and the Developer or between the Association and the Owner or Owners of a Lot or between the Developer and the Owner or Owners of a Lot.

ARTICLE XV
SEXUAL OFFENDERS AND SEXUAL PREDATORS

Section 1. Definitions. For purposes of this Article XV, the terms "Permanent Residence" and "Temporary Residence" shall have the meanings set forth below:

(a) "Permanent Residence" shall have the meaning as defined in Section 775.21, *Florida Statutes*, as amended (*The Florida Sexual Predators Act*), which currently defines

Permanent Residence as a place where the person abides, lodges, or resides for 5 or more consecutive days.

(b) "Temporary Residence" shall have the meaning as defined in Section 775.21, *Florida Statutes*, as amended (*The Florida Sexual Predators Act*), which currently defines Temporary Residence as a place where the person abides, lodges, or resides, including, but not limited to, vacation, business, or personal travel destinations in or out of this state, for a period of 5 or more days in the aggregate during any calendar year and which is not the person's permanent address or, for a person whose permanent residence is not in this state, a place where the person is employed, practices a vocation, or is enrolled as a student for any period of time in this state.

Section 2. Residency of Sexual Offenders and Sexual Predators Prohibited.

(a) It is prohibited for any person who has been deemed a sexual predator under the provisions of Section 775.21, *Florida Statutes*, or has been convicted of a violation of an offense that provides for the assignment of such status under Florida law to include, but not be limited to, Section 794.011[1], Section 800.04[2], Section 827.071[3], Section 847.0135(5)[4], or Section 847.0145[5], *Florida Statutes*, regardless of whether adjudication has been withheld (the term convicted to include not only the listed Florida statutory provisions, but, also, a conviction of a similar offense with similar elements of proof by a Federal, or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and, further, includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any State of the United States or other jurisdiction), when the victim of the offense for which the conviction resulted was sixteen (16) years of age or less at the time the offense was committed, to establish a Permanent Residence or Temporary Residence located within Alaqua, when such residence is located within two thousand five-hundred (2,500) feet of any:

(1) public or privately designated park (such as miniparks, playgrounds and recreational open spaces), regardless of whether the public or privately designated park (such as miniparks, playgrounds and recreational open spaces) lies within Alaqua or not; or

(2) school bus stop, regardless of whether the school bus stop lies within Alaqua or not.

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[1] Sexual Battery.

[2] Lewd or lascivious offenses committed upon or in the presence of persons less than 16 years of age.

[3] Sexual performance by a child.

[4] "Computer Pornography and Child Exploitation Prevention Act."

[5] Selling or buying of minors.

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(b) For the purposes of determining the minimum distance separation requirement, distance shall be measured by following a straight line from the outer property line of the Permanent Residence or Temporary Residence closest to the nearest outer property line of the public or privately designated park (such as miniparks, playgrounds and recreational open spaces), or school bus stop.

(c) A person residing within two thousand five-hundred (2,500) feet of any public or privately designated park (such as miniparks, playgrounds and recreational open spaces), or school bus stop does not commit a violation of this Amendment, if any of the following apply:

(1) The person established the Permanent Residence or Temporary Residence prior to or as of the effective date of this Amendment (i.e., the date it is recorded in the Public Records of Orange County, Florida). As such, the provisions of this Amendment shall not be applied to persons residing at a prohibited location on the effective date of this Amendment such that it is not the intent of this Amendment to impair valid, existing and *bona fide* contract rights; provided, however, that the provisions of this Amendment shall apply upon termination of any leasehold relationship arising from a landlord tenant relationship or the expiration of a lease. Similarly, when a person who is the subject of this Amendment changes residences, this Amendment shall fully apply to such persons.

(2) The person was a minor when he/she committed the offense and was not convicted as an adult.

(3) The person is a minor.

(4) The public or privately designated park (such as miniparks, playgrounds and recreational open spaces), or school bus stop was opened after the person established the Permanent Residence or Temporary Residence and reported and registered the residence pursuant to Section 775.21[6], 943.0435[7] or 944.607[8], *Florida Statutes.*

<u>Section 3</u>. <u>Renting Real Property to Sexual Offenders and Sexual Predators Prohibited</u>.

(a) It is prohibited for any Owner or lessor to let, rent or lease any Residential Unit with the knowledge that it will be used as a Permanent Residence or Temporary Residence by any person prohibited from establishing such Permanent Residence or Temporary Residence pursuant to the terms of Article // of the Amended Declaration, if such Residential Unit is located within two thousand five-hundred (2,500) feet of any:

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[6] The Florida Sexual Predators Act.

[7] Sexual Offenders Required to Register with the Department.

[8] Notification to Department of Law Enforcement of Information on Sexual Offenders.

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(1) public or privately designated park (such as miniparks, playgrounds and recreational open spaces), regardless of whether the public or privately designated park (such as miniparks, playgrounds and recreational open spaces) lies within Alaqua or not; or

(2) school bus stop, regardless of whether the school bus stop lies within Alaqua or not.

Hereafter, persons prohibited from establishing such Permanent Residence or Temporary Residence pursuant to Article XV of the Amended Declaration shall sometimes be referred to as "Sexual Predators."

(b) Each Owner shall confirm from a thorough and properly conducted nationwide search of the National Sex Offender Public Registry (http://www.nsopw.gov/) database or a nationwide search performed by a member in good standing of the National Association of Professional Background Screeners (http://www.napbs.com) or other organization which performs at least an equally comprehensive search and listing of sexual offenders, whether any prospective renter, lessee or adult resident is a registered sexual offender or sexual predator as defined or determined by State law and more importantly, whether such prospective renter, lessee or adult resident is a Sexual Predator as defined herein, prior to letting, renting or leasing any Residential Unit for use as a Permanent Residence or Temporary Residence that is located within two thousand-five hundred (2,500) feet of any:

(1) public or privately designated park (such as miniparks, playgrounds and recreational open spaces), regardless of whether the public or privately designated park (such as miniparks, playgrounds and recreational open spaces) lies within Alaqua or not; or

(2) school bus stop, regardless of whether the school bus stop lies within Alaqua or not.

An Owner or lessor may use the National Sex Offender Public Registry (http://www.nsopw.gov/) database for the purposes of fulfilling the search requirements of this subsection.

Section 4. Remedies.

In the event any person specifically including but not limited to any Owner, lessor, tenant, lessee or other occupant of a Residential Unit violates any portion of this Article XV as same may be amended from time to time, the Association may avail itself of any and all rights, power and authority it has to compel compliance and all the remedies available to the Association shall not be mutually exclusive and the exercise of one or more remedies shall not preclude the exercise of any other remedy.