

Alaqua

DECLARATION OF RESTRICTIVE COVENANTS

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ALAQUA

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DECLARATION OF RESTRICTIVE COVENANTS FOR
ALAQUA

THIS DECLARATION is made and entered into on this
24th day of OCTOBER, 1985, by ALAQUA, a Florida
Joint Venture, hereinafter referred to as "Developer".

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real
property in the County of Seminole, State of Florida, which
is more particularly described in Exhibit "A" annexed hereto,
which by this reference is incorporated herein;

NOW, THEREFORE, Developer hereby declares that the
real property described in Exhibit "A" shall be held, sold
and conveyed subject to the following restrictions, covenants
and conditions, which are for the purpose of protecting the
value and desirability of, and which shall run with the real
property described above, and shall be binding on all parties
having any right, title or interest in the Properties (as
defined below) or any part thereof, their heirs, successors
and assigns, and shall inure to the benefit of each owner
thereof.

ARTICLE I

DEFINITIONS

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

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map of the Properties, with the exception of any Common Areas.

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Section 5. "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 6. "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 by the ARB pursuant to Section 3(c) of Article VII.

Section 7. "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 8. "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.

ARTICLE II

ADDITIONS TO SUBJECT PROPERTY

Section 1. The Developer 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 to become subject to this Declaration; but, under no circumstances shall Developer be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, only the real property described in Exhibit "A" shall be affected by or subject to this Declaration.

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; however, a Supplemental Declaration may change the original and annual assessments set forth in Article V, Section 3, as to any additional land made subject to 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. 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 right of the Association to adopt reasonable regulations governing the use of the Common Areas.

(c) The right of the Association to suspend the voting rights and rights to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association rules and regulations.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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, relection or other natural minor changes. 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 Expense Assessment.

ARTICLE IV

PROPERTY OWNERS ASSOCIATION

Section 1. 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 for the performance of any obligation, shall not be a member of the Association.

Section 2. 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 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 vote be cast with respect to any such Lot.

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(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. 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.

Section 5. 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.

Section 6. 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

COVENANT FOR ASSESSMENTS

Section 1. Every Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any

such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) an original assessment, (2) annual assessments or charges, and (3) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

Section 2. 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. Original, Annual and Special Assessments.

(a) The original assessment shall be One Thousand Dollars (\$1,000.00) per Lot.

(b) There shall be an annual assessment of Seven Hundred and NO/100 Dollars (\$700.00) per Lot. The Annual assessment shall be payable in advance in quarter-annual installments, or in such other installments as may be determined by the Association. The annual assessment shall be in addition to the above-mentioned original assessment and shall be prorated in the year of initial purchase.

(c) In addition to the annual assessments authorized by Section 3(b) hereof, the Association may levy in any calendar year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, or within or upon any storm water drainage and retention easement, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of members of the Association who are voting in person or by proxy, at a special meeting of the members of the Association called for that purpose.

(d) Developer reserves the right to change the amount of the original and annual assessments in subsequent Supplemental Declarations but only as to additions made to the Properties.

Section 4. The Board of Directors of the Association may increase the annual assessments by an amount not to exceed 20% over the previous years's assessment. In addition, the Association may increase the annual assessment prospectively for any period; provided that any such change shall be approved by the vote at a special meeting of the members of the Association called for that purpose. 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. 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(b) hereof.

Section 5. 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 6. If any assessment is not paid on the date when due, then, and in such event, such assessment shall become delinquent. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law. Such assessment, together with such interest thereon and costs of collection thereof, including any attorneys' fees incurred by the Association and owing to the Association by reason of Section 3 of Article XIV, shall become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property, or both. The personal obligation of the then Owner to pay such assessment, together with interest and such costs of collection, however, shall remain the personal obligation of such Owner.

Section 7. The lien of an assessment provided for in this Declaration shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Lots subject to assessment, unless prior to the recording of such mortgage the Association has filed a Notice of Lien in the Public Records of Seminole County, Florida. The subordination shall not relieve any such Lot or Owner from liability for any assessments now or hereafter due and payable.

Section 8. 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.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1. In addition to maintenance upon the Common Areas, the Association shall have the right to provide maintenance upon any vacant Lot, upon any improved Lot, or exterior maintenance on any structure on an improved Lot, subject, however, to the following provisions. Prior to performing any maintenance on a Lot or a structure, the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of the Properties. Prior to commencement of any maintenance work on a Lot, the Association must furnish ten (10) days' written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are made within said ten (10) day period, the Association shall make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Association shall have the right to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs or maintenance as is so specified in the above-written notice. In this connection the Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements and to mow or cultivate such Lot and to keep such Lot free of litter and debris.

Section 2. The cost of such maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become a part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof 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 V.

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,

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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. The Board of Directors of the Association shall also be obligated to appoint at least one landscape architect or engineer registered and licensed by the State of Florida, and at least one officer or director of the Association to the ARB. 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 ARB.

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 amend the Planning Criteria from time to time. Any 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 members of the ARB on the plans and specifications furnished. The existence of the signatures of at least two members of the ARB on any plans or specifications shall be conclusive proof of the approval by the ARB of such plans or specifications.

(e) In addition to the other duties set forth above, the ARB, together with the Developer and the Board of Directors of the Association, or any one of them, shall have the right and obligation to enforce the provisions of the Planning Criteria, as amended from time to time by the ARB. Should any Owner fail to comply with the requirements of the Planning Criteria after thirty (30) days' written notice, the ARB, the Developer, or the Board of Directors of the Association shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Planning Criteria, and charge the costs thereof to the Owner. Should the ARB, the Developer, or the Board of Directors of the Association be required to enforce the provisions of this Section, by legal action, the reasonable attorneys' fees and costs incurred by them, whether incurred at trial or in appellate proceedings, shall be paid by the Owner and shall become a lien on the Lot and shall be enforceable and collectible in the same manner as an assessment in accordance with the provisions of Article V. The ARB, the Developer, and the Board of Directors of the Association, or any of their agents or employees, shall not be liable to the Owner for any damages or injury to the Property or person of the Owner for any action taken or not taken if done in good faith.

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.

ARTICLE VIII

GENERAL RESTRICTIONS

Section 1. All Lots shall be used for single family residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot unless approved by the ARB prior to construction in

accordance with the provisions of Article VII.

Section 2. No clotheslines shall be permitted on the Properties.

Section 3. 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. The Owner shall maintain the mailbox as specified by the ARB.

Section 4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used 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 5. 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.

Section 6. Owners shall keep Lots reasonably clean before, during and after construction.

Section 7. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8. No sign of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than ten square feet advertising the property for sale. Only such Developer approved signs may be used by a builder to advertise the property during construction.

Section 9. Landscaping easements where indicated on the plat are for landscaping and sidewalk purposes only. No encroachments shall be permitted.

Section 10. 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 definition of "commercial vehicles" shall include, but not be limited to, trucks or vans in excess of three-quarters (3/4) of a ton, any truck-tractors, semi-trailers, and commercial trailers. In the event of a dispute or the meaning of the term "commercial vehicles", the Association, in its sole discretion, shall determine what constitutes "a commercial

vehicle".

Section 11. No house 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) hours, unless hidden from public view in any neighboring residence.

Section 12. 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) 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. The terms of this Section 12 shall not apply to any vehicle being kept in an enclosed garage.

Section 13. All basketball backboards and any other fixed games and play structures shall be located 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 the 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.

Section 14. 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.

Section 15. 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 16. Any swimming pool, tennis court and screening or fencing of either to be constructed on any Lot shall be subject to the approval of and the requirements of

the ARB, which shall include, but which shall not be limited to the following:

- (a) above-ground swimming pools shall not be allowed;
- (b) lighted tennis courts shall not be allowed;
- (c) materials, design and construction shall meet standards generally accepted by the industry and shall comply with applicable governmental regulations; and
- (d) the location shall be approved by the ARB.

Section 17. Heating and cooling of residences with systems of active or passive solar, wind and other forms of energy other than gas or electric may be approved by the ARB. Components of such systems that are affixed to the exterior of a residence shall not be permitted unless the design thereof shall have first been approved by the ARB. Exterior components of any cooling or heating system (or a combination thereof) shall be substantially screened from view from the street fronting the residence.

Section 18. No T.V. antennas may be erected and maintained on a Lot if cable television is available to serve the Properties. If cable television is not available, a single T.V. antenna (but no satellite dish antenna) may be erected and maintained on a Lot which shall be removed on or before six months from the date of availability of cable television. No other exterior antennae for reception or transmission are allowed.

Section 19. Solar collectors other than those installed by the Developer shall be permitted with the prior written consent of the ARB and shall be installed so as not to be visible from any street.

Section 20. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio received upon any other Lot. No outside antenna for radio or television shall be constructed, erected, or maintained at any time, except as provided in Article VIII, Paragraph 18.

Section 21. No building shall be placed and no material or refuse shall be placed or stored on any lot within 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.

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Section 22. 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 except during pickup, if required to be placed at the curb. 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 out of sight from the front or side 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 23. No 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 24. Each Owner of an unimproved Lot shall commence construction of a home on the Lot within ninety (90) days after the closing of the purchase of the Lot and shall continue construction in an expeditious manner to completion within six (6) months from the date of commencement of construction. Should an Owner fail to begin construction of a home within such ninety (90) day period, the Developer shall have the right and option, but not the obligation, to repurchase the Lot at any time before commencement of construction for the exact purchase price paid for the Lot by the Owner, including the Owner's closing expenses as reflected on a true and correct copy of the actual closing statement of the Owner at the time of the closing of the purchase of the Lot. The Developer may exercise its right of repurchase by notifying the Owner of a closing at a time stated in such written notice not less than five (5) working days after the mailing of or delivery of such notice to the Owner. The Owner shall convey to the Developer good and marketable title to the Lot subject only to the matters excepted in the deed to the Owner, and the Developer shall give the Owner a Cashier's Check for the repurchase price.

Section 25. Each Property Owner agrees not to make any claim for adverse possession in respect of any of the lands owned by Alaqua Golf Club.

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

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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 to be a minor or insubstantial violation.

ARTICLE X

AMENDMENT

Except as to provisions relating to amendments and Supplemental Declarations as set forth in this Declaration regarding certain specific items and the method of amending or altering same as set forth in connection with such particular item, any other provision, covenant or restriction set forth herein may be amended only in accordance with this Article. This Declaration may be amended, in whole or in part, by two-thirds (2/3) of the members of the Association voting in person or by proxy at a special meeting of the members of the Association called for that purpose. A proposed amendment may be instituted by the Developer, the ARB, the Association, or by 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. 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 in accordance with the terms of this Articles, and said certificate shall be conclusive as to all parties, and all parties of any nature whatever shall have the right to rely solely upon said certificate in such recorded amendment.

ARTICLE XI

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Developer, 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

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. Failure by the Association, the Developer, and by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Before bringing proceedings at law or in equity to enforce any of the provisions contained in this Declaration, the Association, the Developer or Owner, as the case may be, shall give to the Owner of the Lot on or as to which a violation or noncompliance is alleged to be occurring, written notice specifying the restriction, condition, covenant, reservation, lien or charge alleged to have been violated or the requirement not complied with and describing the violation thereof or noncompliance therewith. Such Owner shall have ten (10) days after receipt of such notice to correct such violation or noncompliance. A receipt for certified or registered mail addressed to the last known address of the Owner to whom notice has been delivered shall be sufficient evidence of receipt for the purposes of this Article XIII.

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. 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 Expense 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.

ARTICLE XIV

MISCELLANEOUS

Section 1. 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. 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. In connection with any 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 or 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 incurred, whether incurred out of court, in a trial court, on appeal or in bankruptcy proceedings.

Section 4. 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 liable for the performance of all of the duties and 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. 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. This Declaration of Restrictive Covenants shall be governed by and interpreted in accordance with the laws of the State of Florida.

Section 7. 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 the invalid part, term or provision were not a part hereof.

Section 9. 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.

IN WITNESS WHEREOF, the Developer, ALAQUA, A FLORIDA JOINT VENTURE, has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

[Signature]

[Signature]

[Signature]

ALAQUA, A FLORIDA JOINT VENTURE
BY: TEQUESTA DEVELOPMENT COMPANY

BY: [Signature]
SIDNEY J. ROCHE, JR.
As its President

BY: GND DEVELOPMENT, INC.

BY: [Signature]
Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, SIDNEY J. ROCHE, JR., As President of TEQUESTA DEVELOPMENT COMPANY, a Florida corporation, and he acknowledged executing the foregoing Declaration in the presence of two subscribing witnesses for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of October, 1985.



PROVINCE OF ONTARIO, CANADA
CITY OF HAMILTON

[Signature]
Notary Public, State of Florida
at Large
Notary Public, State of Florida at Large
My Commission Expires October 14, 1986
Bonded by The Ohio Casualty Insurance Co.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the Province and City aforesaid to take acknowledgments, personally appeared HALLIWELL SOULE, as Vice-President of GND DEVELOPMENT, INC., a Florida corporation, and acknowledged executing the foregoing Declaration in the presence of two subscribing witnesses for the purposes therein expressed.

WITNESS my hand and official seal in the Province and City last aforesaid this 24th day of October, 1985.

My Commission Expires
at the pleasure of the
Lieutenant Governor of
Ontario.



[Signature]
Notary Public, Province of Ontario,
Canada COMMISSIONED FOR LIFE.

EXHIBIT "A"

LEGAL DESCRIPTION

PORTIONS OF SECTIONS 14, 15, 22 & 23, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA RUN N89 41'47"W ALONG THE SOUTH LINE OF SAID NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 30.00 FEET FOR A POINT OF BEGINNING ON THE EXISTING WEST RIGHT OF WAY LINE OF MARKHAM WOODS ROAD; THENCE CONTINUE N89 41'47"W ALONG SAID SOUTH LINE OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH LINE OF THE UNRECORDED PLAT OF SHADY GROVE A DISTANCE OF 964.38 FEET TO THE NORTHEAST CORNER OF THE SOUTH 3/4 OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S00 01'09"W ALONG THE EAST LINE OF SAID SOUTH 3/4 OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE WEST LINE OF SAID UNRECORDED SHADY GROVE 994.66 FEET TO THE SOUTHEAST CORNER OF SAID SOUTH 3/4 OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE N89 45'24"W ALONG THE SOUTH LINE OF SAID SOUTH 3/4 OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH LINE OF WINGFIELD NORTH, AS RECORDED IN PLAT BOOK 26, PAGES 18 & 19, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA A DISTANCE OF 331.80 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH 3/4 OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE N00 00'21"E ALONG THE EAST LINE OF SAID WINGFIELD NORTH AND ALONG THE WEST LINE OF SAID SOUTH 3/4 OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 331.38 FEET TO THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14 AND THE NORTHEAST CORNER OF LOT 48, AFORESAID PLAT OF WINGFIELD NORTH; THENCE N89 44'15"W ALONG THE SOUTH LINE OF SAID NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH LINE OF SAID WINGFIELD NORTH 1319.92 FEET TO THE NORTHWEST CORNER OF LOT 38, SAID WINGFIELD NORTH AND THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE S00 24'13"E ALONG SAID EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST LINE OF SAID WINGFIELD NORTH 332.06 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 29 EAST; THENCE S00 03'29"W ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE AFORESAID WEST LINE OF WINGFIELD NORTH 1323.06 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23; THENCE N89 45'48"W ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 1316.87 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE N00 14'12"E 363.31 FEET; THENCE S89 45'48"E 320.74 FEET; THENCE N00 03'29"E 750.00 FEET; THENCE N89 56'31"W 775.00 FEET; THENCE N00 03'29"E 81.72 FEET; THENCE N89 56'31"W 240.00 FEET; THENCE N00 03'29"E 145.00 FEET; THENCE S89 56'31"E 90.00 FEET; THENCE RADIALLY N49 09'34"E 394.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 26 22'01"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 124.25 FEET TO THE POINT OF TANGENCY; THENCE N22 47'33"E 103.59 FEET; THENCE N 00 50'26"W 805.65 FEET; THENCE

N89 09'34"E 160.00 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF AFOREMENTIONED SECTION 15; THENCE S00 50'26"E ALONG SAID EAST LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 440.00 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14, TOWNSHIP 20 SOUTH, RANGE 29 EAST; THENCE S89 42'27"E ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1322.59 FEET TO THE WEST LINE OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE N00 24'13"W ALONG SAID WEST LINE OF THE NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 663.91 FEET TO THE NORTHWEST CORNER OF SAID NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE S89 37'58"E ALONG THE NORTH LINE OF SAID NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 1327.74 FEET TO THE NORTHEAST CORNER OF SAID NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE S00 03'20"W ALONG THE EAST LINE OF SAID NORTH 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 229.95 FEET TO THE NORTHWEST CORNER OF THE SOUTH 100 FEET OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S89 41'47"E ALONG THE NORTH LINE OF SAID SOUTH 100 FEET OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 1295.78 FEET TO THE AFORESAID EXISTING WEST RIGHT OF LINE OF MARKHAM WOODS ROAD; THENCE S00 02'21"E ALONG SAID EXISTING WEST RIGHT OF WAY LINE 100.10 FEET TO THE POINT OF BEGINNING. CONTAINING THEREIN 104.156 ACRES, MORE OR LESS.