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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
HIDDEN LAKE VILLAS

THIS DECLARATION, made on the date hereinafter set forth by Residential Communities of America, a Florida General Partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is owner of certain property in Sanford, County of Seminole, State of Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof hereinafter sometimes referred to as "Property" or "Properties").

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties 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 Sanford-
Hidden Lake Villas Home Owners Association, Inc., its suc-
cessors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

PREPARED BY & RETURN TO: LAUREN B. GOODMAN, ESQ.
158 E. ALTAMONTE DRIVE
ALTAMONTE SPRINGS, FL. 32701

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Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to this Declaration.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first lot is Tract B of Hidden Lake Villas, Phase I according to the plat thereof as recorded in Plat Book 26, Pages 99, 100, and 101, and Tract A of Hidden Lake Villas, Phase II, according to the plat thereof as recorded in Plat Book 27, Pages 1 and 2, both of which are recorded in the Public Records of Seminole County, Florida. Declarant reserves the right to convey additional Common Area to the Association as additional lands are made subject to this Declaration as provided in Article II hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Residential Communities of America, a general partnership, or any successor and assign of all of its rights hereunder.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of Hidden Lake Villas.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area as defined in Article I hereof which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of 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 its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area or Private Drives if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities and Private Drives, if any to the members of his family, his tenants or contract purchasers who reside on the Property, but not otherwise.

Section 3. Additional Lands. Additional land within the area described on Exhibit B attached hereto and made a part hereof may be annexed by the Declarant without the consent of Members of Association within seven years from the date hereof, provided that the Veterans Administration ("VA") determines that the annexation is in accord with the general plan heretofore approved by it. Annexations contemplated by Declarant shall become effective upon the recording of a Supplementary Declaration in the Public Records of Seminole County, Florida. Should the Declarant, in its sole discretion, determine not to annex additional lands as provided, the general plan of development shall not bind the Declarant to make any additions contemplated or to adhere to this plan in the subsequent development of any lands described on Exhibit B and this Declaration shall not encumber in any manner whatsoever the land described on the attached Exhibit "B" until such time and if and only if Declarant has recorded a supplementary Declaration in the Seminole County Public Records specifically describing the land

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; (3) Lake Lot assessments, if applicable; and (4) Private Drive assessment, if applicable, all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area Greenbelt Easement Area, as hereinafter defined in Article V, Section 17 and Private Drives, if any.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be Ninety-six and no/100 Dollars (\$96.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

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(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) Although the Declarant shall not be obligated to do so, in a future phase of Hidden Lake Villas, Declarant may construct at its expense on Common Area to be deeded to the Association recreational facilities for the use of Lot Owners, including but not limited to a clubhouse, pool, patio area, tennis courts and playgrounds. In the event any such recreational facilities are deeded to the Association by Declarant, upon the delivery of any such deed, notwithstanding above, the maximum annual assessment shall be increased for the purpose of maintaining same by the Board of Directors without a vote of the membership not more than 90 % above the maximum assessment for the previous year and in accordance with budget projections submitted to the VA.

(d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, Greenbelt Easement Area as hereinafter defined in Article VI, Section 9C, or Private Drives, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments and Lake Lot assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. Notwithstanding anything herein to the contrary, as long as Class B membership exists, as to unoccupied Lots owned by Declarant, Declarant may elect to pay 25% of the annual assessment on each such unoccupied lot; provided that if Declarant so elects, Declarant shall pay all costs not due from Owners and incurred by the Association in accomplishment of the purposes set forth in Article IV, Section 2 hereof. The first annual assessment and Lake Lot assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from

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the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage provided that a Claim of Lien has not been recorded by the Association in the Public Records of Seminole County, Florida prior to the recordation of such first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Except for those improvements constructed by Declarant, no building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its design-

nated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

USE RESTRICTIONS

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Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees. Invalidation of any of these covenants by judgement of court order shall in no way affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

Section 2. Residential Lots. All Lots included within the real estate to which these restrictions pertain shall be known and described as residential Lots. No structure shall be erected, altered, placed or permitted to remain on any of said Lots, other than one single-family dwelling unit not to exceed thirty-five (35) feet in height. These restrictions preclude and prohibit the construction of basements under any dwelling.

Section 4. Setback. No building shall be located upon any residential building Lot which is less than 20 feet from the road right of way at the front of a Lot, nor less than 20 feet from the road right of way, if such road abuts a side Lot line. Notwithstanding the above, if a lesser set-back is required by applicable zoning ordinance, such lesser set-back shall prevail.

Section 5. No Offensive Activity. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which constitutes a public nuisance.

Section 6. No Temporary Structures. Unless otherwise specifically allowed or permitted under these covenants, no trailer, basement, tent, shack, detached garage, barn, shed, tool-house or other outbuilding shall at any time be placed temporarily or permanently upon the Property, nor shall any Property improvements be made to said Property until and unless such owner shall first obtain the written approval of the Architectural Control Committee.

Section 7. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building plat.

Section 8. Fences. No fence or wall shall be erected upon any Lot without the prior consent of the Architectural Control Committee as to the location, type, materials used, and size. All fences shall be constructed of natural wood materials of stockage picket type not exceeding six (6) feet in height and shall be of natural wood coloring. All fence posts and fence framing shall be on the interior of the fence. No fence, wall, hedge or shrub planting which obstructs ingress and egress shall be closer than 10' to any rear Lot or in any easement area. No fence shall be in front of any residence on a lot or nearer to any street than the minimum set back line. No fences shall be constructed upon any Lot which shall extend into the waters

of adjacent lake areas nor shall any fences be constructed within the easement area located seven and one-half (7-1/2) feet from the lake edge at the back of Lots abutting a lake, or canal, if any. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner 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 property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 9. Easements.

(a) The Declarant, for itself and its successors and assigns, hereby reserves and is given, and Association is hereby granted and given, a perpetual, alienable, and releasable easement, privilege and right on, over, and under the Common Areas and the rear 10' of each Lot for the necessary, ordinary, or reasonable maintenance and upkeep of structures on adjoining Lots and lakes on Property. Further, each Lot and Common Areas shall be subject to an easement for minor encroachments created by construction, settling and overhangs including plants, board and cement walkways, screen and trellis supports and patio enclosure walls for all buildings constructed by Declarant; and in the event any dwelling is partially or totally destroyed and then rebuilt, the Owners of the adjoining Lot(s) agree that minor encroachments created by construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

(b) For the purpose of solely performing exterior maintenance authorized by this Article, or repairing common or party walls and any pipes or conduits therein, the Declarant, or Association through its duly authorized agents or employees shall have the right after reasonable notice to the Owner or after a reasonable attempt to notify the Owner, to enter upon any lot or the interior of any structure thereon; and such entrance for the foregoing purpose shall not be deemed a trespass.

(c) Greenbelt Easement. Association is hereby granted and given an easement over, under, and across that land described on the attached Exhibit "C", which is incorporated herein by this reference, for the purpose of maintaining and enhancing Property (with said easement area and any other areas dedicated in the future on Property as Greenbelt Easements herein referred to as "Greenbelt Easement Area"). The Greenbelt Easement Area shall not be obstructed in any manner whatsoever; and the Association shall have the right to further landscape the Greenbelt Easement Area and shall maintain or replace existing or added landscaping, and provide irrigation therefor, all at the expense of the Association.

(d) The Declarant and/or Association, as the case may be, shall have the unrestricted sole right and power of alienating and releasing the privileges, easements and rights referred to in this section and in any Plats of property provided that Declarant's rights hereunder shall only exist so long as the Declarant shall own at least one (1) Lot within the Property. The Owners of the Lot subject to the privileges, rights and easements referred to in this section shall acquire no right, title, or interest in or to any pipes, lines or other equipment or facilities placed on, over, or under the Property which is subject to said privileges, rights and easements. All easements created in this Section are and shall remain private easements and the sole and exclusive property of the Declarant and its successors and assigns and/or the Association, as the case may be.

Section 10. Parking. No parking facilities are allowed on any single Lot except a paved pad large enough for not more than two (2) automobiles. No wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. Said vehicles, boats or objects may be so kept, only if completely inside a garage attached to the main residence. Private automobiles or vehicles of the occupants may be parked in the driveway on the Lot. No wheeled vehicle or boat shall be kept or parked in front or side yard of any Lot. No trailers or recreational vehicles shall be maintained or kept on any Lot.

Section 11. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that each household may keep not more than two (2) household pets, provided that they are not kept, bred or maintained for any commercial purpose.

Section 12. Architectural Control Committee Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Architectural Control Committee shall have the right and authority to waive such violation.

Section 13. Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 14. Signs. No sign of any kind may be displayed to the public view on any Lot except one professional sign of not more than seven (7) square feet advertising the property for sale or rent, or signs used by the Declarant to advertise the Property during the initial construction and sales period.

Section 15. Common Area and Private Drives, if any.

Other than those improvements constructed by Declarant, No improvements shall be constructed upon any portion of the Common Area or Private Drives, if any, without the approval of the Architectural Control Committee. These areas shall be maintained by the Association as open recreational areas and roadways as provided in the plats of the Property for the use and benefit of all Lot owners.

(a) No activities constituting a nuisance shall be conducted upon Common Areas and Private Drives, if any.

(b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon Common Areas and Private Drives, if any.

(c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area and Private Drives, if any, which shall be binding upon all members of the Association.

(d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and Private Drives and any other governmental liens which may be assessed against the Property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area and Private Drives, if any. Said insurance policies shall be in the name of the Association and for the benefit of the Association members and owners of record of the Private Drives and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable. The sum and extent of such insurance coverage at all times shall meet all requirements, if any, applicable to the Common Areas and Private Drives established by the VA.

(e) Except for those capital improvements made to the Common Area by the Declarant at its expense, at all times hereafter, all capital improvements to the Common Area and Private Drives except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area and Private Drives, shall require the approval of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 16. Property Maintenance. In the event an owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Control Committee, including but not limited to landscaping, grass and shrubbery, the Owner shall be notified and given thirty days within which to correct or abate the situation. If the Owner fails to do so, the Committee shall have the right (although it shall not be required to do so) to enter upon said Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of said Lot. The cost of such repair, maintenance and restoration, together with reasonable attorney's fees and costs for collection thereof, shall thereupon constitute a lien upon said Lot which lien shall become effective only upon the filing of a written claim of lien. The form substance and enforcement of said lien shall be in accordance with the mechanics lien law of the State of Florida, and the Owner of said Lot shall, by virtue of having acquired said Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien except if a Claim of Lien has been filed in the Seminole County Public Records prior to the recordation of such first mortgage.

Section 17. Rights of Declarant. Notwithstanding anything in Article VI to the contrary, Declarant shall have the right to use Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no person shall in any way impede or interfere with the Declarant, its employees or agents, in the exercise of this right herein reserved, or

interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Declarant may make such use of Property free from the interference of Lot Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on Property.

Section 15. Mailbox Maintenance. The Association, shall, at its expense, maintain, repair, and replace all sheltered mailbox systems installed by Declarant on Property except for maintenance, repair, and replacement, if any, performed by the U.S. Postal Service.

Article VII

PARTY WALLS

Section 1. General Rules. The houses located upon the Lots within the property are commonly referred to as "townhomes" or "gardenhomes", with a characteristic thereof being the existence of common walls or party walls which are constructed along portions of said boundaries of Lots within the Property. To the extent not inconsistent with the provisions of these restrictions, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions and regarding maintenance and repair thereof shall be applicable.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall (intentionally or otherwise), they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice and subject to, however, the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability or negligent or willful acts or omissions.

SECTION 11

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Section 4. Weatherproofing. Notwithstanding any other provisions in these covenants, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements, will bear the whole cost of necessary protection against such elements.

Section 5. Contribution. The right of any Owner to contribution from any other Owner under these restrictions shall be appurtenant to the land and shall pass to such Owners' successors in title.

Section 6. Existence. Notwithstanding the possible expiration of these restrictive covenants, any provisions contained herein relating to party walls shall continue in full force and effect for so long and for such time as any party walls exist upon said Property.

ARTICLE VIII

LAKE LOTS

Section 1. Maintenance. Certain Lots may be contained within the Property adjacent to or constitute part of a lake or canal (the "Lake Lots"). Each Lake Lot shall be maintained by its Owner at such Owner's expense, so that grass, planting, or other lateral support of the embankments shall prevent erosion of the embankments and shall be maintained in a clean, neat and orderly condition, including but not limited to the control of the growth of and eradication of plants, fowl, reptiles, animals and fish as may be consistent with good lake maintenance and with preservation of lake areas as recreational areas.

Section 2. Structures. No docks or other structures shall be constructed on a Lake Lot except those Lake Lots abutting Lake Ada; and no docks or other structure shall be constructed on any Lake Lot extending into the lake areas without the approval of the architectural review committee.

Section 3. Nuisances. No activities constituting a nuisance shall be conducted upon the lake areas and no rubbish, trash, garbage, or any other discarded items shall be deposited in any lake on Property.

Section 4. Access. Except as specified in the lake maintenance easement described in Article VI 9(a) hereof, no Lot Owners within the development shall have the right of use and access to the lake areas over and across the Lake Lots other than Owners of Lake Lots.

Section 5. Boats. No diesel or gasoline motor driven boats shall be permitted to be parked or used in lake areas.

Section 6. Fishing. No fishing with nets in the lake shall be permitted.

Section 7. Plants. No plants may be positioned so as to extend into or permitted to grow into the lake.

Section 8. Lake Lot Assessments. In the event that all Lot Owners are afforded a non-exclusive right of ingress and egress and use of surface waters of lake areas within or abutting Property, Owners of the Lake Lots and the Association shall share the cost and expense of items of lake maintenance to be performed upon such lake areas which have been agreed to in writing by Owners of such Lake Lots in the manner hereinafter described. For purposes of sharing in such maintenance costs, the consent and approval of fifty (50%) percent of the Owners of the Lake Lots on the lake area to be maintained shall constitute approval for the performance of maintenance upon such lake areas and such approval shall be binding upon all Owners of Lake Lots on the lake area to be maintained. The cost and expense of any lake maintenance to be shared between all Owners of Lake Lots on the lake area to be maintained and Association shall be shared 50% by all Owners of Lake Lots on lake area to be maintained except the cost of maintenance of embankments and land areas of a Lake Lot shall be solely the cost and expense of the Lake Lot Owner and 50% by the Association. The cost and expense of any maintenance and repair of lake areas agreed to by fifty (50%) percent of the Owners of the Lake Lots abutting the lake areas to be maintained shall be shared by Owners of such Lake Lots pro rata, based on a fraction, the numerator of which is one and the denominator of which is the total number of Lake Lots abutting the lake areas to be maintained.

The cost of repair, maintenance and restoration of lake areas shall be allocated as to each Lake Lot in accordance with the provisions of this section and shall be part of the assessments imposed against such Lake Lots and shall be secured by a lien upon each Lake Lot, which lien shall become effective and be enforced in the manner provided for in Article IV hereof.

Section 9. Right to Grant Additional Easements.

Declarant reserves the right to convey a further non-exclusive easement for ingress and egress over and upon lake areas constituting part of any Lot as a non-exclusive right of use and access over the surface waters of lake areas for the benefit of members of the Association.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, 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 the provisions of the Declaration. Failure by the Association or 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.

Section 2. Severability. Invalidation of any one

of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration of Covenants. The covenants

and restrictions of this Declaration shall run with and bind Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

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FLORIDA, FL.

Section 4. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded.

Section 5. VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the VA: annexation of additional properties, dedication of Common Area or Private Drives, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 25th day of March, 1983.



RESIDENTIAL COMMUNITIES OF AMERICA,
A Florida General Partnership
BY: ROLESHAR, INC., A General Partner
BY: J. D. FEINSTEIN, President

WITNESS:

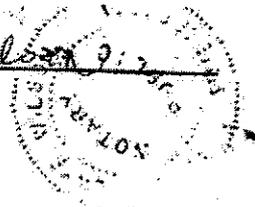
James H. Robinson
[Signature]

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 J. D. FEINSTEIN, President of ROLESHAR, INC., a General Partner of RESIDENTIAL COMMUNITIES OF AMERICA and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said Corporation and that the seal affixed hereto is the true Corporate Seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of March, 1983.

Theresa Kay Wilson
NOTARY PUBLIC
My Commission Expires: 12-1-84



This instrument prepared by:
Residential Communities of America
156 E. Altamonte Dr.
Altamonte Springs, Fl. 32701

HIDDEN LAKE VILLAS, PHASE II
CITY OF SANFORD
SEMINOLE COUNTY, FLORIDA
SECTION 2, TOWNSHIP 20 SOUTH, RANGE 30 EAST

DESCRIPTION

BEGIN AT A POINT WHICH BEARS S.09°09'46"E. 934.99 FT. TO N.45°59'52"W. 297.92 FT. TO N.44°11'17"E. 183.08 FT. TO N.45°52'22"W. 264.34 FT. FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 30 EAST, N.44°00'13"E. 827.85 FT. THENCE S.45°03'43"E. 299.71 FT. TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF THAT CERTAIN ROADWAY DESCRIBED AND RECORDED IN O.R. BOOK 1346, PAGES 1744 THROUGH 1745, OF THE PUBLIC RECORDS, OF SEMINOLE COUNTY, FLORIDA, THENCE SOUTHERLY ALONG SAID ROAD THROUGH 1745, OF THE PUBLIC RECORDS, EASTERLY, HAVING A RADIUS OF 330.00 FT., A TANGENT BEARING OF S.53°37'15"W. A CENTRAL ANGLE OF 75°43'00" FT., A DISTANCE OF 424.59 FT. THENCE S.69°34'08"W. 60.14 FT. THENCE N.89°09'35"W. 54.43 FT. THENCE N.70°05'23"W. 38.74 FT. THENCE N.69°43'00"W. 36.33 FT. THENCE S.11°12'00"W. 109.32 FT. THENCE S.84°19'19"W. 59.47 FT. TO A POINT OF CURVATURE, THENCE WESTERLY ALONG ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FT., A CENTRAL ANGLE OF 75°30'28". A DISTANCE OF 32.95 FT. THENCE S.59°43'47"W. 50.00 FT. TO A SOUTHERLY ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 124.80 FT., A TANGENT BEARING OF S.20°16'13"E. EARLY ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 228.10 FT., A CENTRAL ANGLE OF 23°39'57". A DISTANCE OF 94.22 FT. THENCE S.60°33'25"W. 103.34 FT. TO THE POINT OF BEGINNING.

CONTAINING 1.703 ACRES MORE OR LESS

1446 1599

SEMINOLE CO. FL.

"EXHIBIT B" -pg 1 of 1 pg.

HIDDEN LAKE VILLAS

Commence at the Northwest corner of Section 11, Township 20 South, Range 30 East; thence run S 89°09'46" E along the North line of said Section 11 for a distance of 533.80 feet to the Point of Beginning;

Thence continue S 89°09'46" E for a distance of 401.19 feet; thence run N 45°59'52" W for a distance of 297.92 feet; thence run N 44°11'17" E for a distance of 165.06 feet; thence run N 45°52'23" W for a distance of 659.91 feet; thence run N 44°00'15" E for a distance of 827.86 feet; thence run S 47°10'00" E (S 46°03'43" E measured) for a distance of 783.91 feet; thence run N 43°31'04" E for a distance of 397.08 feet to the Southerly Right-of-Way line of Airport Boulevard and a point on a curve concave to the Northeast having a radius of 1949.86 feet; thence run Easterly along the arc of said curve through a central angle of 42°47'49" for a distance of 1456.44 feet to the point of tangency; thence run S 89°16'45" E along the South Right-of-Way line of Airport Boulevard for a distance of 162.81 feet; thence run S 00°09'02" W (S 00°43'00" W measured) for a distance of 620.58 feet; thence run East (S 89°08'20" E measured) for a distance of 763.84 feet; thence run S 00°13'29" E for a distance of 1361.68 feet; thence run N 89°09'46" W for a distance of 3739.02 feet; thence run N 24°22'27" E for a distance of 266.53 feet; thence run N 29°47'36" W for a distance of 391.67 feet; thence run N 02°04'50" W for a distance of 210.32 feet; thence run N 66°10'14" E for a distance of 352.78 feet; thence run N 07°20'00" E for a distance of 210.00 feet; thence run N 14°17'53" E for a distance of 149.60 feet; thence run N 29°13'24" W for a distance of 80.00 feet to the Point of Beginning.

LESS AND EXCEPT:

All that land lying within the record plats of Hidden Lake Villas, Phase I as recorded in Plat Book 26, Pages 99-101 and Hidden Lake Villas, Phase II as recorded in Plat Book 27, Pages 1 and 2, all of the Public Records of Seminole County, Florida.

1446 1600

S. SEMINOLE CO. FL.

Green Belt Easement

A 10.0 ft. wide green belt easement across a portion of Lots 1 through 6, 19, 20, 97, 84 and 83, Hidden Lake Villas, Phase I as recorded in Plat Book 26 Pages 99 through 101 of the Public Records of Seminole County, Florida; being more particularly described as lying adjacent to and parallel with the Northerly right-of-way of Hidden Lake Drive and the Westerly right-of-way of Live Oak Boulevard, said easement also extends to the Westerly termination of the intersection radii of Spreading Oak Court, Sand Pine Circle, and Red Cedar Drive with Live Oak Boulevard.

A 10.0 ft. wide green belt easement across a portion of Lots 58, 59, 67 and 68, Hidden Lake Villas, Phase II as recorded in Plat Book 27 Pages 1 and 2 of the Public Records of Seminole County, Florida; being more particularly described as lying adjacent to and parallel with the Westerly right-of-way of Live Oak Boulevard, said easement also extends to the Westerly termination of the intersection radii of Sycamore Court and Sand Pine Circle with Live Oak Boulevard.

FIRST SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF HIDDEN LAKE VILLAS

1475 0486

SEMINOLE CO. FL.

WHEREAS, RESIDENTIAL COMMUNITIES OF AMERICA, a Florida general partnership (hereinafter "Declarant") executed on March 25, 1983, the Declaration of Covenants, Conditions, and Restrictions of Hidden Lake Villas and filed the same on March 25, 1983 in O.R. Book 1446, Pages 1577 through 1600, inclusive, Public Records of Seminole County, Florida (hereinafter "Declaration"); and

WHEREAS, Declaration provides in Article II, Section 3, that additional land described on Exhibit "B" attached to Declaration may be annexed by Declarant without the consent of members of the Association within seven years from the date thereof provided that the Veterans Administration determines that the annexation is accord with the general plan heretofore approved by it; and

WHEREAS, all property in Hidden Lake Villas, Phase III, according to the plat thereof as recorded in Plat Book 28, Pages 3 through 6, inclusive, Public Records of Seminole County, Florida (hereinafter "Hidden Lake Villas, Phase III") is within the property described on Exhibit "B" attached to Declaration; and

WHEREAS, the Veterans Administration has determined that the annexation of Hidden Lake Villas, Phase III is in accord with the general plan heretofore approved by it; and

WHEREAS, Declarant is desirous of extending the scheme and operative effect of the Declaration to Hidden Lake Villas, Phase III.

NOW, THEREFORE, in consideration of the premises, the Declarant does by the execution and filing of this Supplemental Declaration of Covenants, Conditions, and Restrictions of Hidden Lake Villas declare that Hidden Lake Villas Phase III shall be held, transferred, sold, and conveyed and occupied subject to the covenants, restrictions, easements, charges, liens, and other matters set forth in the Declaration, including but not limited to the levy of assessments on said real property as set forth in Declaration as though said provisions were fully set forth and specifically stated herein, and each and every one of the provisions are hereby incorporated herein by reference to Declaration. Furthermore, all lots in Hidden Lake Villas, Phase III shall be subject to those easements set forth in Article VI, Section 9 of Declaration except that the "Greenbelt Easement" set forth in Article VI, Section 9(c) shall also refer to all "Greenbelt Easement" designated on the recorded plat of Hidden Lake Villas, Phase III.

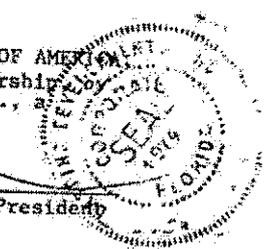
IN WITNESS WHEREOF, these presents have been executed on the 26th day of July, 1983.

WITNESSES:

Patricia A. Leason
[Signature]

RESIDENTIAL COMMUNITIES OF AMERICA, INC.,
a Florida general partnership,
LASTING DEVELOPMENT, INC.,
general partner

By: *[Signature]*
LAUREN B. GOODMAN, 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 acknowledgements, personally appeared LAUREN B. GOODMAN to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of July, 1983.

PREPARED BY & RETURN TO:
LAUREN B. GOODMAN, Esquire
Jacobs & Goodman, P.A.
158 E. Altamonte Drive
Altamonte Springs, FL 32701

[Signature]
NOTARY PUBLIC
My Commission Expires:

Notary Public State of Florida at Large
My commission expires June 2, 1997



047581

Second Supplemental Declaration of
Covenants, Conditions and Restrictions of
HIDDEN LAKE VILLAS

WHEREAS, Residential Communities of America, a Florida general partnership (hereinafter "Declarant") executed on March 25, 1983, Declaration of Covenants, Conditions and Restrictions of Hidden Lake Villas and recorded the same in Official Record Book 1446, Pages 1577 through 1600, inclusive, Public Records of Seminole County, Florida, and the following supplements thereto recorded in the Public Records of Seminole County, Florida:

First Supplement recorded in O.R. Book 1475, Page 486

WHEREAS, Declaration provides in Article II, Section 3 that additional land described on Exhibit "B" attached to the Declaration may be annexed by Declarant without the consent of members of the Association within seven (7) years from the date thereof provided that the Veterans Administration determines that the annexation is in accord with the general plans heretofore approved by it; and

WHEREAS, all property in Hidden Lake Villas Phase IV, according to the plat thereof as recorded in Plat Book 28, Pages 26, 27, and 28, Public Records of Seminole County, Florida (hereinafter "Hidden Lake Villas Phase IV") is within the property described on Exhibit "B" attached to Declaration; and

WHEREAS, the Veterans Administration has determined that the annexation of Hidden Lake Villas Phase IV is in accord with the general plan heretofore approved by it; and

WHEREAS, Declarant is desirous of extending the scheme and operative affect of the Declaration to Hidden Lake Villas, Phase IV.

NOW, THEREFORE, for and in consideration of the premises, the Declarant does by the execution and filing of this Supplemental Declaration of Covenants, Conditions, and Restrictions of Hidden Lake Villas declare that Hidden Lake Villas, Phase IV shall be held, transferred, sold, and conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other matters set forth in the Declaration, including but not limited to the levy of assessments on said real property as set forth in the Declaration as though said provisions were fully set forth and specifically stated herein, and each and every one of the provisions are hereby incorporated herein by reference to the Declaration. Furthermore, all lots in Hidden Lake Villas, Phase IV shall be subject to those easements set forth in Article VI, Section 9 of the Declaration except that the "Greenbelt Easement" set forth in Article VI, Section 9(c) shall also refer to all "Greenbelt Easement", if any, designated on the recorded plat of Hidden Lake Villas, Phase IV.

IN WITNESS WHEREOF, these presents have been executed on the 3rd day of October, 1983.

WITNESSES:

Jana Robinson
Kathy M. Elliott

RESIDENTIAL COMMUNITIES OF AMERICA, a Florida general partnership, by LASTING DEVELOPMENT, INC., a general partner

By: [Signature]
LAUREN B. GOODMAN, 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 acknowledgements, personally appeared LAUREN B. GOODMAN to me known to be the person(s) described in and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of October, 1983.

PREPARED BY & RETURN TO:
LAUREN B. GOODMAN, Esquire
Jacobs & Goodman, P.A.
158 E. Altamonte Drive
Altamonte Springs, FL 32701

Jana Robinson
NOTARY PUBLIC-STATE OF FLORIDA
My Commission Expires: 12-1-1987

68183
9 39 AM '83

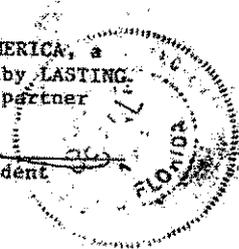


EXHIBIT "A"

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HIDDEN LAKE VILLAS**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HIDDEN LAKE VILLAS, as originally recorded in Official Records (O.R.) Book 1446, Page 1577 and as supplemented by Supplemental Declarations recorded in O.R. Book 1475, Page 486, O.R. Book 1496, Page 1917, O.R. Book 1532, Page 1959 and O.R. Book 1592, Page 1055 all of the Public Records of Seminole County, Florida (hereinafter collectively referred to as "Declaration"), is made and entered into by the undersigned Owners of Lots in Hidden Lake Villas.

WITNESSETH, That:

WHEREAS, the Declaration provides in Article IX, Section 4, that the same may be amended by an instrument signed by not less than 60% of the Lot Owners; and

WHEREAS, the undersigned constitute not less than 60% of said Lot Owners and, by virtue of same, are entitled to amend the Declaration; and

WHEREAS, the undersigned Owners are desirous of amending the Declaration as set forth herein.

NOW THEREFORE, Article III, Section 2, Article IV, Sections 1, 3, 7, 8, and 9, Article V, Article VI, Sections 1, 6, 8, 10, 16 and 19, Article VII, Section 2 and Article IX, Sections 1 and 4 of the Declaration are hereby amended or added to read as follows:

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 2. The Association shall have ~~has one (1)~~ **two** classes of voting membership;

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be ~~was~~ **the** Declarant and shall be entitled to ~~three (3)~~ **one** vote for each Lot owned. The Class B membership shall ~~has ceased and been~~ **be** converted to Class A Membership, ~~on the happening of either of the following events, whichever occurs earlier:~~

Additions to Declaration are indicated by **bold underline**; deletions by ~~strikeout~~.

- (a) ~~when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or~~
- (b) ~~On the date seven (7) years from the date this Declaration is recorded, with it being agreed that notwithstanding the cessation of Class B membership in accordance with above, upon the subjecting of additional land to this Declaration, Class B membership shall be reinstated for all Lots owned by Declarant so long as the total number of Class B votes shall then be greater than the total number of Class A votes.~~

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and ~~e~~ Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; (3) Lake Lot assessments, if applicable; and (4) Private Drive assessment, if applicable, all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late fees, and reasonable attorneys' fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, late fees, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. Further, an Owner is jointly and severally liable with the previous Owner of the Lot for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Late fees, as set forth herein, shall be charged in an amount permitted by Section 720.3085(3)(a), Florida Statutes, as amended from time to time. Further, the attorneys' fees and costs charged herein shall include without limitation, attorneys' fees and costs upon appeal, in bankruptcy and with regard to any other actions relating to creditors rights, and the same shall be recoverable whether or not a lawsuit or administrative proceeding is filed.

...

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be Ninety-six and no/100 Dollars (\$96.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five fifteen percent (15%) above the maximum assessment for the previous year

Additions to Declaration are indicated by bold underline; deletions by ~~strikeout~~.

without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five fifteen percent (15%) by a vote of two-thirds (2/3) of each class of the members who are voting in person or by proxy at a meeting duly called for this purpose.

...

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments and Lake Lot assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. ~~Notwithstanding anything herein to the contrary, as long as Class B membership exists, as to unoccupied Lots owned by Declarant, Declarant may elect to pay 25% of the annual assessment on each such unoccupied lot, provided that if Declarant so elects, Declarant shall pay all costs not due from Owners and incurred by the Association in accomplishment of the purposes set forth in Article IV, Section 2 hereof. The first annual assessment and Lake Lot assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.~~

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten ~~eighteen~~ percent (18~~10~~%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage provided that a Claim of Lien has not been recorded by the Association in the Public Records of Seminole County, Florida prior to the recordation of such first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. ~~However, The liability of a first mortgagee, or its successor or assignee as a subsequent holder of a first mortgage who acquires title to a Lot the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be as set forth in Section 720.3085(2)(c), Florida Statutes, as amended from time to time shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.~~

Additions to Declaration are indicated by **bold underline**; deletions by **~~strikeout~~**.

ARTICLE V
ARCHITECTURAL CONTROL

Except for those improvements constructed by Declarant, ~~no~~ no building, fence, wall or other structure or improvement or any landscaping shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board (**"Architectural Control Committee"**). In the event said Board, or **the Architectural Control Committee** ~~its designated committee~~, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. **The Architectural Control Committee or the Board shall have the power to promulgate architectural guidelines as it deems necessary to carry out the provisions and intent of this Article; provided, however, that if the architectural guidelines are promulgated by the Architectural Control Committee, no such architectural guidelines shall be effective unless and until the same are approved by the Board of Directors of the Association.**

ARTICLE VI
USE RESTRICTIONS

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein or the provisions of the Articles of Incorporation, the By-Laws, the Rules and Regulations and the architectural guidelines, all as amended from time to time, it shall be lawful for the Association Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate the same any such covenants, including action to enjoin or prevent him/~~her~~ or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the Declaration, the Articles of Incorporation, the By-Laws, the Rules and Regulations or the architectural guidelines, all as amended from time to time, the costs incurred by such prevailing party, including reasonable attorneys' fees, whether or not a lawsuit or any administrative proceedings are filed (including the attorneys' fees and costs incurred on appeal, in bankruptcy or in any other actions relating to creditor's rights). Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

Additions to Declaration are indicated by bold underline; deletions by ~~strikeout~~.

Section 6. No Temporary and Other Structures. Unless otherwise specifically allowed or permitted under these covenants, no trailer, basement, tent, shack, detached garage, barn, shed, tool-house or other outbuilding shall at any time be placed temporarily or permanently upon the Property, nor shall any Property improvements be made to said Property until and unless such owner shall first obtain the written approval of the Architectural Control Committee. **Sheds, gazebos, arbor, pergolas, play structures, and other outbuildings may be permitted upon the written approval of the Architectural Control Committee.**

Section 8. Fences. No fence or wall shall be erected upon any Lot without the prior consent of the Architectural Control Committee as to the location, type, materials used, and size. All fences shall be constructed of natural wood materials of stockage picket type not exceeding six (6) feet in height and shall be of natural wood coloring. All fence posts and fence framing shall be on the interior of the fence. No fence, wall, hedge or shrub planting which obstructs ingress and egress shall be closer than 10' to any rear Lot or in any easement area. No fence shall be in front of any residence on a lot or nearer to any street than the minimum set back line. No fences shall be constructed upon any Lot which shall extend into the waters of adjacent lake areas nor shall any fences be constructed within the easement area located seven and one-half (7-1/2) feet from the lake edge at the back of Lots abutting a lake, or canal, if any. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner 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 property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 10. Parking. No parking facilities are allowed on any single Lot except a paved pad large enough for not more than two (2) automobiles. No wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures or anywhere on a Lot, except. Ssaid wheeled vehicles, boats or other offensive objects may be so kept, only if completely inside a garage attached to the main residence. Private automobiles or Only properly registered and tagged vehicles of the occupants may be parked in the driveway on the Lot. No wheeled vehicles (including, but not limited to, golf carts, bicycles, lawn mowers, etc.) or boat shall be kept or parked in the front or side yard of any Lot or in any easements or right-of-ways. Further, no wheeled vehicles or boats shall be permitted anywhere else on the Lot, such as the back yard or driveway, except as permitted by the Board of Directors. No trailers or recreational vehicles shall be maintained or kept on any Lot, except as permitted by the Board of Directors. The Board of Directors shall have the right to adopt Rules and Regulations governing the parking, use and storage of wheeled vehicles, boats, recreational vehicles, etc., within the community and may further define the terms set forth herein.

Additions to Declaration are indicated by **bold underline**; deletions by **~~strikeout~~**.

Section 16. Property Maintenance. In the event an owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Control Committee, including but not limited to landscaping, grass and shrubbery, the Owner shall be notified and given thirty days within which to correct or abate the situation. If the Owner fails to do so, the Committee shall have the right (although it shall not be required to do so) to enter upon said Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of said Lot. The cost of such repair, maintenance and restoration, together with reasonable attorney's fees and costs for collection thereof, shall thereupon constitute a lien upon said Lot, which lien shall become effective only upon the filing of a written claim of lien. The form substance and enforcement of said lien shall be in accordance with the mechanics lien law of the State of Florida; **Article IV herein and the provisions of Chapter 720, Florida Statutes**, and the Owner of said Lot shall, by virtue of having acquired said Lot subject to these **these** restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien except if a Claim of Lien has been filed in the Seminole County Public Records prior to the recordation of such first mortgage; **provided however, the first mortgagee shall be liable for unpaid assessments as provided in Section 720.3085(2)(c), Florida Statutes, as amended from time to time.**

Section 19. Rules and Regulations. **The Board of Directors of the Association shall have the power and right to promulgate and amend Rules and Regulations concerning the use of the Lots, so long as such Rules and Regulations do not conflict with the provisions contained herein or in the Articles of Incorporation or the By-Laws.**

ARTICLE VII PARTY WALLS

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. **The Owner who has access to the party wall, via his/her Lot without trespassing on the Lot of his/her neighbor, is responsible for maintaining, repairing and painting the party wall. The Owner who has expended funds on maintaining, repairing and/or painting the party wall shall be entitled to reimbursement by the other party wall Owner in proportion to use of the party wall.**

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association, 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 the provisions of the Declaration, **the Articles of Incorporation, the By-Laws, the Rules and Regulations, or the architectural guidelines, as amended from time to time.**

Additions to Declaration are indicated by **bold underline**; deletions by **~~strikeout~~**.

Section 4. Amendment. This Declaration may be amended by a majority of those Members present, in person or by proxy, at a special or annual meeting of the Members, during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded.

Sh001 am1b

Additions to Declaration are indicated by bold underline; deletions by ~~strikeout~~.