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C.R. 3121 PG 1185

HIDDEN SPRINGS, UNIT 1

1304
pdDECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, RICHARD R. SWANN, individually and as TRUSTEE, and HIDDEN SPRINGS DEV., CORP., being the owners of all of the lots in HIDDEN SPRINGS, UNIT I, a subdivision in Orange County, Florida and more particularly described as follows:

HIDDEN SPRINGS, UNIT 1, according to the plat thereof as recorded in Plat Book 9, Page 35, Public Records of Orange County, Florida.

hereby makes the following Declaration of Restrictions covering the above-described real property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

1. Residential Lots. All lots in the subdivision shall be known and described as residential lots and no lot shall be used for other than residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories in height, a private garage for not more than four (4) cars and a storage room or utility room attached to the ground floor of the garage.

2. Approval of Construction Plans. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a survey showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevations.

3. Architectural Control Committee. The Architectural Control Committee is composed of Richard R. Swann, Carl Julian and James G. Willard, c/o 600 Courtland Street, Orlando, Florida 32804. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and/or duties. The Committee, in its sole discretion, may grant any variation, modification, or waiver of these Restrictions and a written approval by the Committee of such variation, modification, or waiver shall be binding on all lot owners.

4. Committee Approval/Disapproval. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. Site and Building Requirements. Other than the minimum ground floor area of the main structure (exclusive of open porches and garages), which shall be 1,700 sq. ft.,

all site and building requirements shall be the same as required by Orange County, Florida under the R-1 AA zoning classification in effect at the time the plat was recorded. The minimum building set-backs shall be those as from time to time required by Orange County, Florida.

6. Sodding of Lawns. The front and side yards of all lots shall be completely sodded upon completion of the dwelling. Exceptions to this requirement may be granted for special type lawns on an individual lot by lot basis.

7. Impermissible Structures. 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.

8. Offensive Activities. 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.

9. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

10. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) sq. ft., one sign of not more than five (5) sq. ft. advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials. All incinerators, containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. Fences. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) feet above the roadways 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 a point twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of the street property line at the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foilage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Power Easement Restrictions. Owners of lots abutting the Florida Power Corporation easement as shown on the plat of Hidden Springs, Unit 1, shall be prohibited from placing any trees, buildings, structures, trailers or obstacles, other than fences, within said easement right-of-way and shall be further prohibited from utilizing said easement right-of-way area for vehicular parking.

14. Garages. All dwellings constructed on the lots shall be equipped with an enclosed garage with a minimum capacity for one (2) car; no open carports shall be permitted on any lot.

15. Trailers, Campers, Etc. No disabled vehicles, campers, camping trailers, trailers, or any unsightly or bulky piece of machinery or equipment shall be placed or allowed to remain in the front or side yards of any lot.

16. Drainage and Utility Easements. Easements for the installation and maintenance of drainage and utilities facilities have been reserved as shown on the recorded plat of Hidden Springs, Unit 1. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water to the drainage channels in the easements. The easement area of each lot and all improvements placed therein by the lot owner, from time to time, shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company has assumed responsibility.

17. Effect and Duration of Covenants. These restrictive covenants are to run with the land and shall be binding on all persons and all parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in whole or in part; provided however, the powers and duties of the Architectural Control Committee and of its designated representative, shall cease on January 1, 2000. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in the subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by the Committee.

18. Enforcement. Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursement allowed by law, such sum as the Court may judge to be reasonable for the services of his attorney.

19. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 18th day of JUNE, 1980.

Signed, sealed and delivered in the presence of:

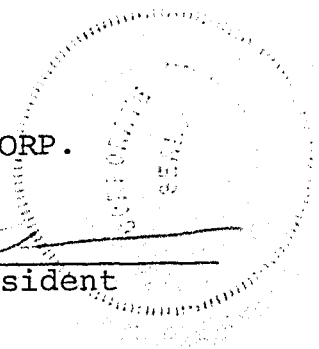
James A. Willard
Matthew Brewer

Richard R. Swann
RICHARD R. SWANN, individually and as Trustee

HIDDEN SPRINGS DEV. CORP.

Richard R. Swann
Jerry A. Kuntz

By Carl R. Julian
CARL R. JULIAN, President



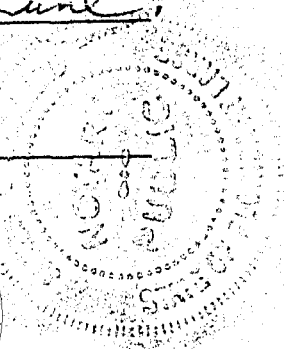
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD R. SWANN, individually and as Trustee, who is to me well known to be the person described in and who subscribed the above Declaration of Restrictions, and he did freely and voluntarily acknowledge before me according to law that he made and subscribed the same for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal in said County and State this 17 day of June, 1980.

William J. Stole
NOTARY PUBLIC

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 16 1982
BONDED THROUGH GENERAL INS. UNDERWRITERS



STATE OF FLORIDA
COUNTY OF ORANGE

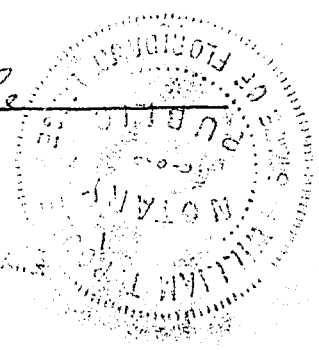
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CARL R. JULIAN, President of HIDDEN SPRINGS DEV. CORP., a Florida corporation, who is to me well known to be the person described in and who subscribed the above Declaration of Restrictions, and he did freely and voluntarily acknowledge the same for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal in County and State this 18 day of June, 1980.

William J. Stole
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 12 1983
BONDED THROUGH BAUROSKI-ASHTON, INC.



RECORDED & RECORD VERIFIED

Thomas H. Locher

County Comptroller, Orange Co., Fla.