

**PROPOSED AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HIDEAWAY**

THIS PROPOSED AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for The Hideaway is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Hideaway Homeowners Association, Inc. (the "Association").

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Hideaway was recorded in the Official Records of Nassau County, Florida on June 8, 2007 at Book 1504, Page 1449 *et seq.* (the "Declaration");

WHEREAS, the Declaration has been amended from time to time and amendments one through five of the Declaration are recorded in the Official Records of Nassau County;

WHEREAS, pursuant to Section 7.3 of the Declaration, the "Declaration may be amended, changed, added to ... at any time and from time to time ... upon the execution and recordation of an instrument executed by Owners of not less than two-thirds (2/3) of the Lots shown on the recorded Plat of the Lots."

WHEREAS, the Association desires to amend the Declaration and this Amendment has been approved by two-thirds (2/3) of the Lots as evidenced by the signed written consent forms attached to this Amendment;

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions for The Hideaway is amended as follows:

A. Section 4.10 of the Declaration is amended as follows:

4.10 **Capital Contribution Assessment.** Upon the first conveyance of a Lot to any person(s) or entity, ~~other than to an entity affiliated with the Developer or any builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale,~~ there will be due upon the closing of the sale of the Lot a capital contribution Assessment of Five Hundred and No/100 Dollars (\$500.00). ~~Each Lot will be subject to the capital contribution Assessment only once, all future conveyances of any such Lot being exempt.~~

B. All defined terms shall be as stated in the Declaration of Covenants, Conditions, and Restrictions for The Hideaway, unless otherwise stated herein.

C. The remaining provisions of the Declaration of Covenants, Conditions and Restrictions for The Hideaway shall remain in full force and effect

D. IN WITNESS WHEREOF, the undersigned, being the Association has caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signed, sealed and delivered  
in the presence of:

Witness: \_\_\_\_\_

Print name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Print name: \_\_\_\_\_

Address: \_\_\_\_\_

HIDEAWAY HOMEOWNERS  
ASSOCIATION, INC., a Florida  
non-profit corporation

By: \_\_\_\_\_  
Eric Wenzell, President