

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 Proposed Amendment has been approved by two-thirds (2/3) of the Lots as evidenced by the signed written consent forms attached to this Proposed Amendment;

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

A. Section 5.22 of the Declaration is amended as follows:

5.22. Temporary Structures. No structures of 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 unless otherwise permitted by the terms of this Declaration. In addition, no above ground pool of any kind or clothesline of any type or nature shall be erected or permitted to remain on any Lot (any in ground pools must be either in a fenced in yard or fully enclosed by a screen enclosure approved by the Architectural Review Committee). Further, no portable or temporary swing set ~~or basketball facility, structure, or hoop~~; or similar recreational improvement shall be utilized on any Lot, driveway, or street; all such recreational facilities, if any, shall be considered

improvements and shall be subject to the requirements of Section 5.1 contained hereinabove. ~~Nothing contained in this Declaration shall prevent the Developer or any person designated by the Developer from erecting or maintaining dwellings, model houses, or other temporary structures as the Developer may deem advisable for development, construction, storage and sales or rental purposes.~~ In addition, notwithstanding anything to the contrary contained herein, no utility sheds or any other type of shed shall be placed or erected on any Lot without the prior written approval of ~~the Declarant~~ of the Architectural Review Committee. The appearance of any such shed must be in conformity and harmony with all other surrounding improvements and the neighborhood in general. No shed shall be larger than 12' x 12' x 9'high. Further, any such shed must be shielded from the view of the outside of the Lot, including front and side streets, roads, and common areas, and must be located behind and within a fenced in area. In the case of a corner Lot, no fencing shall be closer to the side street than five feet from the rear corner of the structure closest to the side street. Portable basketball hoops are allowed on the Lots within the Association without approval needed from the Architectural Review Committee, so long as the portable basketball hoop is placed and located in the front of the residence. Basketball hoops must not be permanently attached to the residence nor placed in-ground. No permanent basketball hoops shall be allowed. Basketball hoops must be commercially manufactured and of the removable / collapsible type. Basketball hoops shall only be placed or located in the driveway area between the sidewalk and the residence. No basketball hoop shall be placed or located in the street. Basketball hoops must have a properly weighted base and must be kept in an upright position, as specified by the manufacturer. The basketball hoop shall not be stored or located in open view on its side. Basketball hoops must be kept in good repair, and shall not contain broken backboards or corrosion, there must be a net and the net shall be in good repair and not torn. The Owner is responsible for maintaining the landscape around the basketball hoop's base (e.g., trimming the grass). When the basketball hoop is removed from the front of the residence, any displaced / damaged landscaping shall be repaired or replaced. There shall be only one basketball hoop placed or located upon a single Lot. For safety reasons the basketball hoop shall be positioned so that the players are shooting the ball toward the residence or yard and are not shooting the ball toward the street. The basketball hoop must be used at least on a monthly basis and, if not, then the basketball hoop shall be stored away from view of the street and neighboring Lots. To mitigate nuisances and disturbances, the use of the basketball hoops shall be limited to the hours of 9:00 a.m. to 9:00 p.m.

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.

IN WITNESS WHEREOF, the undersigned, being the Association has caused this Proposed 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:

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

Witness: _____

By: _____
Eric Wenzell, President

Print name: _____

Address: _____

Witness: _____

Print name: _____

Address: _____