

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 5.10 of the Declaration is amended as follows:

5.10. Prohibited Activities. No trade, business, noxious or offensive activity, in the sole opinion of the ~~Developer (until the Transfer Event and thereafter the Association)~~ Association, shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No Immoral, improper, offensive or unlawful use shall be made of the Lots or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacements, modification or repair of the Lots shall be the same as is elsewhere herein specified. No garage shall at any time be used as a residence or enclosed and incorporated into a residence, ~~except that the Developer and/or a builder~~

~~buying Lots from Developer, with Developer's prior approval, shall be permitted to enclose the garage of model homes, and if the garage is so enclosed, the house cannot be sold or occupied by a tenant without the enclosed garage being converted to a garage with an approved garage door. No commercial activity shall be carried out in the residence or garage, temporarily or permanently, except for the use of said garage as a sales office by the Developer or builder, with Developer's prior written approval, nor shall any structure of a temporary character be used as a residence. Further, any and all storage of any kind shall be hidden and screened from view so that it is not visible from outside of the Lot, including front and side streets, roads, Common Areas, neighboring Lots or vacant land. In addition, patios or screened enclosures shall not be used for storage of any kind. No Some types of motorized vehicles carts are allowed within the Association, such as golf carts, low speed vehicles as defined by Section 320.01(41), Florida Statutes, of any kind including but not limited to, go carts, ATV's and also two wheeled motorized scooters, motorcycles, mopeds, and bicycles are allowed within the Association (the "Allowed Transportation") in addition to standard, non-commercial cars, trucks, jeeps and vans. shall be used within the neighborhood. Florida law, as amended from time to time, must be complied with regarding the allowable age for a person to operate the Allowed Transportation. Go-carts, ATVs, and dirt bikes are not Allowed Transportation within the Association, and such vehicles cannot be used within the Association. It is up to the person operating such Allowed Transportation, along with any passengers, to utilize such modes of transportation with the utmost safety and precautions for not only themselves but for others within the Association. The Association cannot guarantee the safety of the use of such modes of transportation within the community, nor shall the Association be liable due to anyone utilizing the Allowed Transportation. Anyone who utilizes such modes of transportation within the community does so at their own risk and acknowledges that he/she is fully aware of the risks and hazards connected with operating and being a passenger on the Allowed Transportation. Individuals utilizing the Allowed Transportation agree to hold harmless and release from any liability whatsoever the Association and its officers, directors, managers, agents, volunteers, members, and other residents, due to the inherent danger of operating and being a passenger on such modes of transportation and due to the operators and passengers of the Allowed Transportation assuming the risk associated with utilizing such modes of transportation. Anyone using go-carts, ATVs, dirt bikes and other items within the Association that are not defined as "Allowed Transportation" will be subject to violations, penalties, and potential legal action.~~

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: _____