

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. An entirely new section is added to the Declaration at Section 5.35 to impose restrictions against short-term rentals as follows:

5.35 Leasing Restrictions. All leases must be in writing and shall be for a term of at least six (6) consecutive calendar months. In addition, no Lot or residence may be leased more than three (3) times during any calendar year. The lease of a Lot or residence is defined as occupancy of the Lot and residence thereon by any person other than the Owner, pursuant to a written agreement where said occupancy by the non-Owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for

the purpose of this Declaration. No individual rooms of a residence may be rented or sub-leased and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited.

The Association may adopt forms that Owners must complete incident to any lease of a Lot or residence, which may request information the Association may deem appropriate, including, but not limited to, a copy of the lease agreement, the designation of a mailing address for the Owner to receive official Association correspondence, and contact information for the tenants and occupants.

Because leases of Lots and residences for a term of less than six (6) months is prohibited, the listing and/or advertising of a Lot or residence within the Association by an Owner on any short-term transient tenant website, including but not limited to, Airbnb; Homeaway; VRBO; Shorttermhousing.com; Booking.com; HomeToGo; FlipKey; 2nd Address; etc., is a violation of the Declaration. Such violation subjects the Owner to penalties, fines, suspensions, and other remedies as described in the Declaration, and Section 720.305, Florida Statutes, and as may be amended from time to time, including the levying of a fine for each day that the Owner's Lot or residence is listed and advertised on any such short- term transient tenant website.

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 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: _____