

088 7707 Ps 1331

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
HIDDEN LAKE

In order to insure a high standard in the living conditions and quality of life of the residents of HIDDEN LAKE, the Association does hereby impress upon the subdivision the following covenants and restrictions:

Article I
Definitions

1. Association shall mean the Hidden Lake Property Owners' Association, Inc., a Florida corporation, not for profit, its successors or assigns, the Amended Articles of Incorporation for which were filed with the Department of State on June 16, 1981.
2. Board or Board of Directors shall mean the duly elected Board of Directors of Hidden Lake Property Owners' Association, Inc., or their proper successor and assigns pursuant to the Amended Articles of Incorporation and the Bylaws.
3. Border Hedge(s) shall mean any trees, shrubs, hedges or other plantings or landscaping material serving or designed to serve as what is commonly known as fencing.
4. Common Property/ies shall mean all the property, lakes, commons, landscaped berms and any other property, both real and personal, all of which are either owned or maintained by the Association for the common use, benefit and enjoyment of the Members.

5. Dwelling shall mean any portion of any Improvement constructed on a lot intended for use and occupancy as residence by a single family.
6. Hidden Lake shall mean the entire area encompassed by the Plat of HIDDEN LAKE, recorded in Plat Book 40, Pages 49-50, of the Public Records of Palm Beach County, Florida.
7. Improvements , shall mean the buildings, garages, carports, roads, driveways, parking areas, fences, walls, docks, Border Hedges and all other structures of every type and kind, whether intended as temporary or permanent and whether or not affixed to the land; or, when used as a verb, the first act of commencement of erection of any improvement.
8. Institutional First Mortgages shall mean any bank, insurance company, FHA or VA approved mortgage lending institution, recognized pension fund investing in mortgages, or federal or state savings and loan association having a mortgage lien upon any lot, or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.
9. Lake shall mean Hidden Lake, the legal description of which is Tract "B", as shown in the Plat of HIDDEN LAKE, recorded in Plat Book 40, Pages 49-50, of the Public Records of Palm Beach County, Florida.
10. Lake Maintenance Agreement shall mean that certain Agreement between the Hidden Lake Associates, Ltd., the Association and the city of Boca Raton, dated May 22, 1980, and recorded on July 30, 1980, in Official Records Book 3335, Page 946, of the Public Records of Palm Beach County, Florida.
11. Landscaped Area shall mean the area of Common Property

along South Country Club Boulevard containing a berm constructed and landscaped pursuant to City of Boca Raton Resolution 96-80 and is required thereunder to be maintained by the Association.

12. Lot(s) shall mean any one or more of the lots shown on the Plat of HIDDEN LAKE, as recorded in Plat Book 40, Page 49-50, of the Public Records of Palm Beach County, Florida.

13. Member shall mean any person, corporation, partnership, joint venture or other legal entity who or which is a Member of the Association pursuant to the Amended Articles of Incorporation of Hidden Lake Property Owners' Association, Inc., who are therein described as "(the) record owners of lots in the subdivision known as HIDDEN LAKE, according to the Plat thereof, recorded in Plat Book 40, Pages 49-50, of the Public Records of Palm Beach County, Florida", except that no person or legal entity who or which holds any interest in any lot in HIDDEN LAKE merely as security for the performance of an obligation shall be a Member.

14. Residential Use shall mean the occupation or use of a Dwelling in conformity with this Declaration and the requirements imposed by applicable zoning laws or other federal, state, county or municipal laws or regulations.

15. Subdivision shall mean the Plat of HIDDEN LAKE, recorded in Plat Book 40, Pages 49-50, of the Public Records of Palm Beach County, Florida.

16. Truck(s) shall include within its meaning any and all commercial vehicles, campers, tractors, trailers, pick-up Trucks and other vehicles designed or used primarily to transport property as opposed to passengers.

17. Visible from the street or neighboring Property/ies shall mean, with respect to any given object, that such object is

or would be visible to a person six feet tall, standing on any part of the dedicated streets or any neighboring common or private property, at an elevation no greater than the elevation of the base of the object being viewed, or visible to such a person in a boat on the lake.

Article II

Property Rights in the Common Properties

1. Record Owner The Association is the record owner of all Common Property and shall hold it for the benefit, enjoyment and use of all the Members of the Association.

2. Qualified Rights Every Member shall have the right and easement of enjoyment in and to the Common Property, which shall be appurtenant to and pass with the title to every lot, subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure;

B. The provisions of this Declaration, the plat of HIDDEN LAKE and the Articles and Bylaws of this Association, all as subsequently amended;

C. Rules and Regulations governing the use and enjoyment of the Common Property adopted by the Board of Directors;

D. The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility. Provided, however, no such dedication or transfer shall be effective unless approved by sixty-six percent (66%) of the Members.

3. Improvement of Common Property Restricted No Member may make any improvement or plant any trees, shrubs, or flowers on any part of the Common Property without the express written permission of the Board of Directors.

4. City Access to Lake Access to the Lake shall be provided to the City of Rock-Hatton, its agents, employees and designees for the purpose of testing and inspection of such waters as to their condition or state of pollution, which, if found to exist, shall be sufficient basis for the City to declare the Lake to be a public nuisance. In that case, the City shall have full power and authority to abate the nuisance in any manner provided by law, including the power to require the Association to undertake any and all corrective action at their own expense or by the City itself undertaking to do such work as may be required to return such body of water to a pollution free and satisfactory condition, and by means of special assessment procedures, assess back the costs thereof to the Association.

Article IX

Use and Occupancy Restrictions and Regulation of Improvements

1. Residential Use Each lot shall be for Residential Use only and only for a single family Dwelling and appurtenances thereto.

2. Nuisances Prohibited No nuisance shall be permitted to exist or operate upon any property within HIDDEN LAKE so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such

property; outside speakers for the amplification of radio or other audio/visual sound are permitted so long as they do not otherwise violate this provision. The Board in its sole discretion shall have the power to determine the existence of any such nuisance.

3. ~~Rubbish/Unsanitary Conditions~~ No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within HIDDEN LAKE, and no odors shall be permitted to arise therefrom, so as to render any such rubbish or property or any portion thereof unsanitary, offensive or detrimental to or visible from the street or neighboring properties. The Board in its sole discretion shall have the power to determine the existence of such violations.

4. ~~Yard Maintenance Requirements~~ Each Member shall keep all shrubs, trees, grass and plantings of every kind on the Member's lot, including set back areas, planted areas on the swale between the sidewalk and the street, and any other area located between the boundary lines of the Member's lot and the street or other property (private, common or public) on which the Member's lot abuts, neatly trimmed, properly cultivated, controlled for pests and free of trash, weeds and other unsightly material.

5. ~~Prohibited Vehicles~~ No Trucks, commercial vehicles, motorcycles, recreational vehicles, campers, mobile or motor homes, boats or trailers of any kind (including boat, motorcycle or equipment trailers), or the like shall be permitted to be parked overnight or stored on any lot except that these items may be stored in garages or otherwise such that they are not visible from the street or neighboring property.

6. ~~Signs~~ No signs whatsoever which are visible from the street or neighboring property shall be erected or maintained on any lot or other common, private or public property within HIDDEN LAKE except:

- Such signs as may be required or permitted by law;
Residential identification signs;
"For Sale" signs, at the Board's discretion;
any other sign approved by the Board.

7. Lake Use Unless otherwise approved in writing by the Board, only the following types of boats and watercraft shall be allowed in the lake:

- Sailboats and windsurfers, not to exceed eighteen feet (18') in length;
 - Canoes, dinghies and paddle boats;
 - Electrical or battery operated boats not to exceed fourteen feet (14') in length;
 - Model boats
- Power boats operated by the Association for maintenance, safety or other community purposes.

Except for those operated by the Association under the above paragraph, absolutely no gasoline or other combustible powered boat of any size shall be permitted on the lake.

8. Proper Maintenance of Structures Required No building, structure or improvement of any type, upon any lot or common property with HIDDEN LAKE shall be permitted to fall into disrepair and further shall be kept in good condition and repair and adequately painted or otherwise finished.

9. Regulation of Improvements No structure or improvement shall be commenced, erected, placed or maintained upon any land in HIDDEN LAKE nor shall any addition or change to or alteration of any structure or improvement be made until all plans, specifications and locations of same shall have been submitted to and approved in writing by the Board of Directors of the Association.

The following general guidelines shall be considered by the Board when reviewing applications for changes or additions submitted by Members:

- (a) Buildings and additions or alterations to existing buildings shall be consistent in design and construction, including tile roofs and stucco exteriors, to be harmonious with the existing buildings in HIDDEN LAKE.
- (b) Walls and fences shall be consistent in design, construction and color to be harmonious with the buildings in HIDDEN LAKE.
- (c) Aerials and antennae shall not be constructed or installed such that they are visible from the street or neighboring properties.
- (d) Absolutely no chain link or other woven wire fences shall be approved by the Board or installed or erected by the Members on any lot.

ARTICLE IV

Membership and Voting Rights in the Association

Every Member of the Association, as defined above, shall have voting rights in the Association as set out in the Articles of Incorporation of the Association.

ARTICLE V

Covenants for Maintenance Assessments

1. Covenant to Pay Assessments and Penalties Each member including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association for each lot owned by the Member: (a) any annual assessments or charges for maintenance or operations; and (b) any special assessments for capital improvements or major repair. In the event of non-payment,

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all such assessments together with interest at ten percent (10%) or the highest legally permissible annual rate, service charges, and costs of collection (including attorney's fees), shall be a charge on the lot and a continuing lien upon the property against which each such assessment is made; these said assessments and charges shall constitute and remain a personal contractual obligation of the pertinent Member. The continuing lien shall be effective with the filing of a claim of lien properly executed and filed in the Public Records of Palm Beach County, Florida. No Member may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Areas or by abandonment of that Member's lot.

2. Use of Assessment Proceeds. The assessments levied by the Association shall be used generally and exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members, and in particular for the improvement, construction or reconstruction, repair or replacement, and maintenance of the Common Areas, including but not limited to: taxes, insurance, the cost of labor, equipment, materials, management, maintenance, and supervision thereof, as well as for any other purpose within the discretion of the Board and as permitted under these covenants, the Articles of Incorporation and Florida law. The Association shall be hereby obligated and required to maintain the lake in a wholesome and pollution free condition and shall levy adequate assessments, at the Board's discretion, to fulfill such obligation.

3. Annual Assessments Board of Directors shall fix the annual assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decisions of the Board shall be final and dispositive. Notwithstanding said authority, in no event shall the annual assessment exceed five hundred dollars (\$500.00) in any one calendar year with regard to any one lot, without the prior approval of sixty-six percent (66%) of the Members at the Annual

Meeting or a Special Meeting called for that purpose alone or among other purposes. In the event an annual assessment in excess of Five Hundred Dollars (\$500.00) is levied by the Board without prior Membership approval, the assessment, for enforcement purposes hereunder, shall be deemed to be Five Hundred Dollars (\$500.00).

4. Uniform Assessment All regular and special assessments shall be levied at a uniform rate for each lot in HIDDEN LAKE.

5. Special Assessments In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement, as approved by the Board, including the necessary fixtures and personal property related thereto, only upon the prior approval of Sixty-Six Percent of the Members at the Annual Meeting or at a Special Meeting called for that purpose alone or among other purposes. Written notice of the meeting shall be sent to all Members in accordance with the Articles of Incorporation of the Association and with Florida law.

6. Commencement and Due Dates The assessments provided herein shall commence on the date or dates fixed by the Board as such. The due date of any assessment, and the amount of the service charge for late payments, shall be fixed in the resolution authorizing such assessment. The assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments as determined by the Board.

7. Notice The Board shall fix the amount of assessment, due date and the date of commencement thereof at least fourteen (14) days in advance of such commencement date or period and shall at that time, prepare a roster of the lots and assessments applicable thereto which shall be open to inspection by any Member.

8. Enforcement of Payment

(a) If any assessment is not paid on the due date, then such assessment shall become delinquent and shall, together with such interest, service charges and cost of collection as herein provided, become a continuing lien on the lot which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, assigns or transferees. The lien shall become effective and take priority upon the filing of a claim of lien in the Public Records of Palm Beach County, Florida. The debt on the assessment and underlying the lien, however, shall remain the Member's personal obligation also and shall not pass to his or her heir in title.

(b) Assessments and installment payments thereon, as approved or required by the Board in the assessment resolution, paid on or before ten (10) days after the date when due (delivery date) shall not bear interest. All such payments paid ten (10) days after the due date shall bear interest at the rate of ten percent (10%) or the highest legally permissible annual rate from the due date until paid, plus a service charge determined by the Board as specified in the resolution authorizing the assessment. All payments on account shall be first applied to interest and service charges, and then to the principal balance due on the assessment.

(c) If the assessment is not paid within thirty (30) days after the date the debt became delinquent, as provided above at Paragraph 1, the Association may sue the delinquent debtor Member at law or in equity or foreclose the lien against the property, or both, and there shall be added to the amount of the assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment and service charges as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action.

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(d) If an assessment is not paid within thirty (30) days after the date the debt became delinquent, the costs of collection shall include all reasonable attorneys fees and associated costs incurred in the attempt to collect the delinquent assessment, whether by suit or settlement.

(e) The lien of the assessment provided for herein shall be subordinate to the lien of any Institutional First Mortgagee now or hereafter placed upon a lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not in any manner satisfy or release the lien or waive responsibility of the then Member owning that lot for any assessment thereafter becoming due, nor on a lien on any subsequent assessment.

(f) The Board of Directors shall have the right to exempt property subject to the Amended Declaration from the assessments, charges, and liens created hereunder if such property is used, and so long as it is used, for any of the following purposes:

- (1) Any easement or other interest therein dedicated and accepted by a public authority and devoted to public use.
- (2) All Common Property
- (3) All property or properties exempt from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Anything herein to the contrary notwithstanding, no land devoted to Residential Use shall be exempt from said assessment, charges or liens.

ARTICLE VI

Amendments and Procedure of Amendment

Subject to the other provisions herein contained, this

Amended Declaration of Covenants and Restrictions may be amended in the following manner exclusively:

1. ~~Notice~~ Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is considered.
2. ~~Method of proposal & Required Margin~~ Method of proposal & Required Margin An amendment may be proposed by either the Board of Directors or by Sixty-Six percent (66%) of the Members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and Sixty-Six percent (66%) of the Members of the Association at an Annual Meeting or at a Special meeting called for that purpose alone or among other purposes. Directors and Members not present at the meeting considering the amendment may express their approval in writing by proxy given prior to the meeting to another Member or to the Board. No amendment which limits, impairs, rescinds or operates to defeat the obligation to maintain the Lake under the Lake Maintenance Agreement or any easement providing access to the Lake shall be of any force or effect unless authorized by and approved in a writing by the City of Boca Raton.
3. ~~Alternative Procedure~~ Alternative Procedure In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the Members of the Association in the manner required for the execution of a deed and such amendment shall be effective when recorded in the Public Records of Palm Beach County, Florida.
4. ~~Discriminatory Amendments Prohibited~~ Discriminatory Amendments Prohibited No amendment shall be considered if it discriminates against any Lot, or group thereof, or Member, or group thereof, unless each and every person, natural or otherwise, who has a recordable present interest in that Lot shall consent in writing before the amendment is considered,

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after resolution. No amendment shall be valid which discriminates against any natural person on any basis now or in the future illegal under federal, state, county or municipal law.

5. Certificate of Amendment A copy of each amendment shall be attached to a certificate of Amendment certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

ARTICLE VII
General Provisions

1. Term of Covenants These Covenants and Restrictions shall run with the land and shall bind and inure to the benefit of the Association, the Members of the Association, their respective legal representatives, guardians, heirs, devisees, successors and assigns; for a period of thirty (30) years from the time this Amended Declaration is recorded and thereafter be automatically renewed for successive ten (10) year terms. Provided, however, that the same may be changed by a vote of sixty-six percent (66%) of the Members, agreeing to modify, amend, or terminate these Covenants and Restrictions in whole or in part as provided herein.

2. Enforcement of the Covenants and Restrictions

(a) These Covenants and Restrictions may be enforced by any Member, or by the Association through the Board, by an action at law or in equity; should any such action to enforce these covenants and restrictions be brought against the Association or against any Member or Members, the prevailing party shall be entitled to all costs of suit, including court fees and costs and reasonable attorneys' fees and charges, and interest thereon from the day of

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Judgement or settlement until the day such costs are paid at the annual rate of ten percent (10%) or the highest legally permissible rate.

(b) The Board shall always attempt in good faith to enforce these covenants and restrictions uniformly, objectively and with due diligence and consistency. Prior to bringing an action at law or in equity, the Board shall follow, as closely as possible in good faith, the following guideline of procedure in the enforcement of these covenants and restrictions; provided, however, that this guideline of procedure does not apply and shall not be necessary prior to the bringing of legal or equitable action or otherwise in the enforcement of covenants of assessment, contained in Article V hereof.

(c) The Board shall take as many of the following steps as are applicable, appropriate and practicable in the order presented in enforcing the covenants against any Member or lot:

(1) The Board shall Notify and Advise the Member in writing of the existence and nature of the violation;

(2) The Board shall Specify what corrective action must or should be taken;

(3) The Notice shall require the Member to remedy or abate the violation within ten (10) days, provide written assurance to the Board that the violation shall be remedied or abated as soon as practicable or provide written notice to the Board that the Member shall take advantage of the appeal procedure set forth below at subparagraph 6;

(4) Should no remedial action be taken or assurance thereof be forthcoming to the Board within ten (10) days, the Board shall Notify and Advise the Member in writing that legal action is permitted under the Covenants and Restrictions and that the costs of suit, including attorney's fees, are recoverable from the losing party;

(5) The Board shall notify the Member of the Board's

intention to and shall file any appropriate complaint with pertinent governmental authorities if the violation is suspected to be in violation of municipal, county, state or federal laws, regulations or ordinances; this action need not be completed prior to the bringing of an action at law or in equity;

(6) Should any Member be aggrieved as a result of any action of the Board, including as described above at subparagraph 3, that Member may notify the Board in writing that the Member shall appear at the next regularly scheduled Board meeting and present the Member's argument as to why the Board should or should not take action, as the case may be. The Board shall consider the matter at that meeting and shall issue an answer in writing within ten (10) days thereof to the Member. The Board's decision shall be final.

3. Minor Rules & Regulations The Association has the right, power and duty to establish rules and regulations for the maintenance and use of the Common Property.

4. Notice Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person who appears as the lot owner in the records of the Association at the time of such mailing.

5. Member's Obligations to Provide Notice to Buyers No Member or any record owner of a lot in HIDDEN LAKE, including those holding in trust, or by a decree of foreclosure or as a result of any other proceeding or deed in lieu of foreclosure, shall grant, sell or transfer any interest in any lot without first providing to the prospective grantee, buyer or transferee a written notice, containing the following language:

"Anyone owning a lot in HIDDEN LAKE is a member of the Hidden Lake Property Owners' Association. In addition, all lots in Hidden Lake are subject to a set of covenants and

Return to (enclose self-addressed stamped envelope)

Name

Address

ORB 7707 Pg 1347
RECORD VERIFIED DOROTHY H MILKEN
CLERK OF THE COURT - PB COUNTY, FL

Property Appraisal Parcel Identification (Pado Number)X

restrictions, which affect certain rights of use. You are entitled and encouraged to obtain a set of documents containing these covenants and restrictions from the Association at a nominal charge."

The Member shall complete and sign the Affirmation affixed after the last page of this Declaration and return same to the President or Secretary of the Association; if no Affirmation is so affixed, the Member shall obtain a new Affirmation from the Secretary of the Association.

6. Validity of Remainder Invalidation of any one or more of these covenants or restrictions by judgement or court order shall not affect the validity of the remaining covenants and restrictions.

7. Headings The headings contained herein are for convenience of reference and do not constitute substantive provisions of this instrument.

8. Effective Date This Amended Declaration of Covenants and Restrictions shall be effective after the proper approvals of the resolutions proposing same upon recording in the Public Records of Palm Beach County, Florida.

AFFIRMATION OF OWNER/SELLER

I affirm that I have transferred my copy of the Declarations of Covenants and Restrictions, to which this statement was affixed, to the prospective new owners of my lot(s), whose names are listed below.

Current Member

Name New Owner(s): _____

Proposed Closing Date: _____

Date of Transfer of Copy: _____

HIDDEN LAKES PROPERTY OWNERS ASSOCIATION, INC.

EXHIBIT "A"

The Amended Declaration of Covenants and Restrictions for Hidden Lake shall be amended to add a new Article VII.9 as follows (the language added is underlined; and the language deleted is ~~struck-out~~):

9. The Association may enter into agreements for installation, operation and maintenance of cable, satellite and other television and signal distribution systems.

a) The agreements may be on a bulk or other basis within the Board's discretion.

b) The charges and expenses for the agreement shall be collected as part of the annual assessment.

The Board may grant easements across the common property to implement such agreements.

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This Instrument Prepared by
and PLEASE RETURN TO:

07/08/2003 16:24:59 20030400796
OR BK 15495 PG 1236
Palm Beach County, Florida

Jason H. Carls, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
One Clearlake Centre, Suite 1010
250 South Australian Avenue
West Palm Beach, Florida 33401-5014
(561) 655-6224

**SECOND CERTIFICATE OF AMENDMENT TO THE AMENDED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
HIDDEN LAKES PROPERTY OWNERS' ASSOCIATION, INC.**

THE UNDERSIGNED of HIDDEN LAKES PROPERTY OWNERS' ASSOCIATION, INC., 7491-C5
N. Federal Highway, #M9, Boca Raton, FL 33487 certifies that the Amended Declaration of Covenants and Restrictions
for Hidden Lakes Property Owners' Association, Inc. recorded in the Official Records Book 7707, Page 1329 of the
Public Records of Palm Beach County, Florida has been duly amended as set forth in Exhibit "A" attached hereto. The
Declaration affects real property located in Palm Beach County, Florida, described as follows:

All of the Plat of **HIDDEN LAKE**, recorded in Plat Book 40, Pages 49-50, of the Public Records
of Palm Beach County, Florida.

The First Certificate of Amendment to the Amended Declaration of Covenants and Restrictions of Hidden Lake, is
attached as Exhibit "B," recorded in the Official Book 10726, Page 1478 and the original Amended Declaration of
Covenants and Restrictions of Hidden Lakes is recorded in the Official Book 3545, Page 0910, both in the Public
Records of Palm Beach County, Florida.

Dated this 30 day of April, 2003.

Witnessed by:

Hidden Lakes Property Owners' Association, Inc.

Sign here

Aaron R. Fix, President

Print here

Sign here

Print here

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 30 day of April, 2003 by Aaron R. Fix, the
President of Hidden Lakes Property Owners' Association, Inc., who are personally known to me or who have produced
as identification and who did not take an oath.

PRINT NAME:

MARY ANNE GOLD

Mary Anne Bond

Notary Public, State of Florida
Serial Number:
My commission expires:



Mary Anne Bond
MY COMMISSION # 0013116 EXPIRES
October 24, 2006
BONDED THROUGH FARM INSURANCE INC.

Witnessed by:

Hidden Lakes Property Owners' Association, Inc.

Signature *Paula B. Siegel*
Print here Paula B. Siegel

Signature *R. F. Acevedo*
Print here R. F. Acevedo

Print here

STATE OF FLORIDA

COUNTY OF PALM BEACH

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 28th day of April, 2003 by Henry Winiarz, the Vice President of Hidden Lakes Property Owners' Association, Inc., who are personally known to me as who have produced as identification and who did not take an oath.

PRINT NAME: PAULA B. SIEGEL

PAULA B. SIEGEL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # 0036780
EXPIRES 02/01/04
BONDED THROUGH ASA 1-800-NOTARY

Notary Public, State of Florida
Serial Number: CC 920790

My commission expires: 4-24-2004

Hidden Lakes Property Owners' Association, Inc.

Witnessed by:
Signature *R. F. Acevedo*
Print here R. F. Acevedo

Signature *Rodolfo Acevedo*
Print here Rodolfo Acevedo



STATE OF FLORIDA
COUNTY OF PALM BEACH)))

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 28th day of April, 2003 by Rodolfo Acevedo, the Secretary of Hidden Lakes Property Owners' Association, Inc., who are personally known to me or who have produced as identification and who did not take an oath.

Barbara A. Howard
Barbara A. Howard

Page 2 of 3



Barbara A. Howard
Commission # DD 016453
Expires May 20, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

PRINT NAME: Barbara A. Howard

Notary Public, State of Florida

Serial Number: DD016453

My commission expires: 5/20/2005

Witnessed by:

Hidden Lakes Property Owners' Association, Inc.

Sign here [Signature]

By: [Signature]

Ralph Scharnhorst, Treasurer

Print here Lane Dmytryshyn

Sign here [Signature]

Print here KAREN H. FRANKS

STATE OF FLORIDA

[CORPORATE SEAL]

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29th day of April, 2003 by Ralph Scharnhorst, the Treasurer of Hidden Lakes Property Owners' Association, Inc., who are personally known to me or who have produced FOC# 5656720-70 1B-03 as identification and who did not take an oath.

KAREN FRANKS

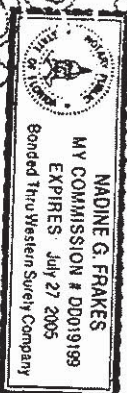
PRINT NAME:

Notary Public, State of Florida

Serial Number:

My commission expires:

Madine G. Frakes



FAJHC00467cerdecwpd

copy

EXHIBIT "A"
TOSECOND CERTIFICATE OF AMENDMENT TO THE AMENDED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
HIDDEN LAKES PROPERTY OWNERS' ASSOCIATION, INC.

The Declaration of Covenants and Restrictions for Hidden Lakes Property Owners Association, Inc. is amended as follows (The language added is underlined; the language deleted is ~~struckout~~).

1. Vehicles. Article III entitled "Use and Occupancy Restrictions and Regulation of Improvements", Section "5" entitled "Prohibited Vehicles" appearing at page 6 of the Amended Declaration of Covenants and Restrictions for Hidden Lakes is amended as follows:

No Trucks, commercial vehicles, motorcycles, recreational vehicles, campers, mobile or motor homes, boats or trailers of any kind (including boat, motorcycle or equipment trailers), or the like shall be permitted to be parked overnight or stored on any Lot except ~~if~~ that these items may be stored

- (a) a pick-up truck with cargo capacity not exceeding one ton and no cargo in the truck's bed is visible off the Lot;
- (b) in a garage with the garage door closed; s or,
- (c) enclosed by an approved fence at least six feet high otherwise such that they are not visible from the Street or Neighboring Property.

2. Alterations. Article III entitled "~~Use and Occupancy Restrictions and Regulation of Improvements~~", Section "9" entitled "Regulation of Improvements" appearing at pages 7-8 of the Amended Declaration of Covenants and Restrictions for Hidden Lakes is amended as follows:

(a) No structure or Improvement shall be commenced, erected, placed or maintained upon any land in HIDDEN LAKE nor shall any addition or change to or alteration of any structure or Improvement be made until all plans, specifications and locations of same that have been, submitted to and approved in writing by the Board of Directors of the Association.

- (1) The written approval must be kept by the Member and displayed upon reasonable demand of the Association as proof of approval;
- (2) The Member must properly maintain the change, alteration or improvement;

(3) The change, alteration or improvement must be completed within six months of commencement and twelve months from the date of the written approval, whichever occurs first, or the approval become invalid without further Association action.

(b) The following general guidelines shall be considered by the Board when reviewing applications for changes or additions submitted by Members:

(1 a) Buildings and additions or alterations to existing buildings shall be consistent in design and construction, including tile roofs and stucco exteriors, to be harmonious with the existing buildings in HIDDEN LAKE.

(2b) Walls and fences shall be consistent in design, construction and color to be harmonious with the buildings in HIDDEN LAKE.

(3 c) Aerials and antennae shall not be constructed or installed such that they are Visible from the Street or Neighboring Properties.

(4 d) Absolutely no chain link or other woven wire fences shall be approved by the Board or installed or erected by the Members on any Lot.

3. Assessments. Article V entitled "Covenants for Maintenance Assessments", Section "3" entitled "Annual Assessments" appearing at pages 9-10 of the Amended Declaration of Covenants and Restrictions for Hidden Lakes is amended as follows:

The Board of Directors shall fix the annual assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decisions of the Board shall be final and dispositive; however, notwithstanding said authority, in

(a) In no event shall the annual assessment exceed Seven Five Hundred Dollars (\$ 700.00 500-00) in any one calendar year with regard to any one Lot, without the prior approval of Sixty-Six Percent (66%) of the Members at the Annual Meeting or at a Special Meeting called for that purpose alone or among other purposes, in the event

(b) If an annual assessment in excess of Seven Five Hundred Dollars (\$ 700.00 500-00) is levied by the Board without prior Membership approval, then the assessment for enforcement purposes hereunder, shall be deemed to be Seven Five Hundred Dollars (\$700.00 500-00) unless ratified by Sixty-Six Percent (66%) of the Members.

4. Leasing. The Amended Declaration of Covenants and Restrictions for Hidden Lakes is amended to add a new Article VIII entitled "Leasing" as follows:

No Lot may be leased except in its entirety. If a Lot is leased, then before the lease begins the Record Owner shall:

- (a) provide the tenant legible copies of: this Declaration and the Association's Articles of Incorporation and By-Laws, and each of the documents' amendments; and, any current rules published by the Association; and,
- (b) provide the Association notice of the lease which shall state: the lease start and end dates; name(s) of the tenant and all Lot occupants; and, a certificate that the tenant was provided the documents required by this Article. The Association may require this notice on a specific form.

This does not provide the Association the right or duty to screen, approve or disapprove a lease or tenant unless the required notices are not timely provided in which circumstance the lease shall not occur.

GERARD & ARPE, P.A.
One Clearlake Centre, Suite 1010, 250 South Australian Avenue, West Palm Beach, Florida 33401-5014
(561) 655-6274

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

CFN 20080398844
CR BK 22934 PG 1261
RECORDED 10/31/2008 15:28:39
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1261 - 1263 (3pgs)

This Instrument Prepared by
and PLEASE RETURN TO:

Michael J. Gelfand, Esq.
Gelfand & Arpe, P.A.
WILL CALL BOX 58
1555 Palm Beach Lakes Blvd.
Suite 1220
West Palm Beach, Florida 33401-2329
(561) 655-6224

CFN 20080378527
CR BK 22908 PG 0815
RECORDED 10/16/2008 09:35:14
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0815 - 816 (2pgs)

**THIRD CERTIFICATE OF AMENDMENT TO THE AMENDED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR HIDDEN LAKE**

THE UNDERSIGNED OF HIDDEN LAKE PROPERTY OWNERS' ASSOCIATION, INC., 7491-C5 N. Federal Hwy, PMB#149, Boca Raton, FL 33487, certifies that the Amended Declaration of Covenants and Restrictions for Hidden Lake, recorded in Official Records Book 7707 at Page 1329 of the Public Records of Palm Beach County, Florida, has been amended by an Amendment duly adopted as set forth in Exhibit "A" attached hereto.

The Amended Declaration of Covenants and Restrictions for Hidden Lake, the second instrument to bear that title, affects real property located in Palm Beach County, Florida described as follows:

All of the Plat of **HIDDEN LAKE**, recorded in Plat Book 40, Pages 49-50, of the Public Records of Palm Beach County, Florida.

The original Declaration of Covenants and Restrictions of Hidden Lake was recorded in Official Records Book 3110 at Page 1387.

The [First] Amended Declaration of Covenants and Restrictions of Hidden Lake was recorded in Official Records Book 3545 at Page 0910. A Certificate of Amendment to the Declaration of Covenants and Restrictions of Hidden Lake was recorded in Official Records Book 6482 at Page 910. The [Second] Amended Declaration of Covenants and Restrictions for Hidden Lake was recorded in Official Records Book 7707 at Page 1329. The First Certificate of Amendment to the Amended Declaration of Covenants and Restrictions for Hidden Lake was recorded in Official Records Book 10726 at Page 1478. The Second Certificate of Amendment to the Amended Declaration of Covenants and Restrictions for Hidden Lake was recorded in Official Records Book 1236. All instruments were recorded in the Public Records of Palm Beach County, Florida. Written consent for the amendment has been given in accordance with the provisions of §617.0701(4) Fla. Stat. (2006).

Witnessed by:

The Hidden Lake Property Owners' Association, Inc.

Signature here: Thomas R. Scott

By: Aaron R. Fix

Print name here: Thomas R. Scott

Aaron R. Fix, President & Treasurer

Signature here: Esther A. Fix

Print name here: Esther A. Fix

Page 1 of 2
Gelfand & Arpe, P.A.
Regions Financial Tower, Suite 1220, 1555 Palm Beach Blvd., West Palm Beach, FL 33401-2329
(561) 655-6224

STATE OF FLORIDA
COUNTY OF PALM BEACH }

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 3 day of October, 2008 by Aaron R. Fix, the President and Treasurer of The Hidden Lake Property Owners Association, Inc., who is personally known to me or who have produced _____ as identification and who did not take an oath.

Signature here: _____

Thomas R. Scott

Print name here: _____

Thomas R. Scott

Notary Public, State of Florida

Serial Number: _____

My commission expires: _____



By: Thomas R. Scott

Thomas Scott, Secretary

Signature here: _____

Print name here: _____

Esther A. Fix

Signature here: _____

Print name here: _____

Thomas R. Scott

STATE OF FLORIDA
COUNTY OF PALM BEACH

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 3 day of October, 2008 by Thomas Scott, Secretary, of The Hidden Lake Property Owners Association, Inc., who is personally known to me or who have produced _____ as identification and who did not take an oath.

Signature here: _____

Print name here: _____

Thomas R. Scott

Notary Public, State of Florida

Serial Number: _____

My commission expires: _____



Signature here: _____

Print name here: _____

Thomas R. Scott

Signature here: _____

Print name here: _____

Esther A. Fix

STATE OF FLORIDA
COUNTY OF PALM BEACH }

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me this 3 day of September, 2008 by Thomas Judge, the Vice President of The Hidden Lake Property Owners Association, Inc., who is personally known to me or who as identification and who did not take an oath.

Signature here: _____

Print name here: _____

Thomas R. Scott

Notary Public, State of Florida

Serial Number: _____

My commission expires: _____



Page 2 of 2

Galland R. Ayre, P.A.
Regions Financial Tower, Suite 1220, 1555 Palm Beach Lakes Blvd., West Palm Beach, FL 33401-2329
(561) 865-8224

EXHIBIT "A"
TO THE
THIRD CERTIFICATE OF AMENDMENT TO THE
AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR
HIDDEN LAKE

Article III of the Amended Declaration of Covenants and Restrictions for Hidden Lake, entitled "Use and Occupancy Restrictions and Regulation of Improvements," Section 9 entitled "Regulation of Improvements," Subsection (b) is amended as follows (the language added is underlined, the language deleted is struck-out):

(b) The following general guidelines shall be considered by the Board when reviewing applications for changes or additions submitted by Members:

(1) Buildings and additions or alterations to existing buildings shall be consistent in design and construction, including tile roofs or stone coated steel (either tile or shake patterns) roofs and stucco exteriors, to be harmonious with the buildings in HIDDEN LAKE. All other roof finishes are prohibited including but not limited to shingles, flat roofs, asphalt and standing seam metal roofs.

F:\WP000467\technical\rdetm\lg R2.wpd