

AMENDMENT 2

AMENDMENT to the DECLARATION OF COVENANTS AND RESTRICTIONS of HIDDEN LAKE PROPERTY OWNERS' ASSOCIATION, INC.

I. This Amendment hereby amends Article VIII, by adding Section 5 to the Declaration as follows: *(additions indicated by underline, deletions indicated by ~~strikethrough~~)*

“5. Sales. To avoid the transient environment that results when dwelling units are purchased for investment and leasing, a dwelling unit may not be leased until a unit owner has held title for a minimum of one (1) year. Following one (1) year of ownership, a unit owner may lease his unit with the approval of the Association and as detailed in Article VIII herein.”

AMENDMENT 3

AMENDMENT to the DECLARATION OF COVENANTS AND RESTRICTIONS of HIDDEN LAKE PROPERTY OWNERS' ASSOCIATION, INC.

I. This Amendment hereby amends Article VIII, Section 4 of the Declaration as follows: *(additions indicated by underline, deletions indicated by ~~strikethrough~~)*

“4. No Lot may be leased except in its entirety. Leasing of a dwelling unit shall be limited to one lease during any twelve-month period. No dwelling unit may be leased for less than twelve (12) consecutive months. For purposes of determining when a lease period begins, the first day the lessee occupies the dwelling unit pursuant to a particular lease shall be the first day of the twelve (12) month period. Without the prior written consent of the Association, no lease may be modified, amended, extended or assigned, and any tenant or occupant may not assign his interest in such lease or sublet the dwelling unit or any part thereof. Each dwelling unit shall be occupied only by a single family, its servants and guests, as a residence, and for no other purpose whatever.

If a dwelling unit 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 dwelling unit 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; **and**

(c) **pay the Association a \$100.00 application fee, which shall be used to conduct both credit and criminal background checks of prospective tenant, with the Association having the right to reject such tenancy based on negative reports.** This does not provide the Association the right or duty to screen a lease or tenant, but it does provide the Association the right to approve or disapprove a lease or tenant **based on the results of the credit and criminal background checks.** ~~unless the required notices are not timely provided in which circumstance the lease shall not occur~~