

Revised Governing Documents



Hidden Hills
Community Association, Inc.

March 2013



Hidden Hills Community Association

12261 Hidden Hills Drive

March 18, 2013

Attached are the three legal documents which have governed the community of Hidden Hills for many years, and which your Hidden Hills Community Association Board has revived for another 30 years after residents approved the revitalization 241-0 on December 12, 2012.

1. **Revived Articles of Incorporation.** The Hidden Hills Community Association is a Florida not-for-profit corporation originally created in 1990. The attached document revives the Amended and Restated Articles of Incorporation which were filed with the State of Florida on September 3, 1996, as part of the restructuring process which transferred control of the community from the developers to the homeowners. The Revived Amended and Restated Articles of Incorporation were filed with the Florida Department of Economic Opportunity on January 17, 2013 and with the Florida Department of State Division of Corporations on February 22, 2013.
2. **Revived By-Laws.** The Revived By-Laws of the Hidden Hills Community Association establish the procedures for carrying out the business of the Association and define the powers of the board of directors and officers.
3. **Revived Declaration of Covenants, Conditions and Restrictions.** The Revived Declaration is the legally binding document which defines the rights, liabilities and commitments of the homeowners in the Hidden Hills community. The original Declaration was filed in the Official Public Records of Duval County, Florida on June 7, 1976. The attached Revived Declaration was filed in the Public Records in the office of the Clerk of the Circuit Court on March 7, 2013, and revives the Amended and Restated Declaration of Covenants, Conditions and Restrictions which resulted from the transfer of the community from the developers to the Hidden Hills Community Association which was filed in the Public Records on January 24, 1997.

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

FLORIDA DEPARTMENT *of*
ECONOMIC OPPORTUNITY

FINAL ORDER NO. DEO-13-006

January 17, 2013

Michael McCabe, Esq.
McCabe Law Group
1400 Prudential Drive, Suite 5
Jacksonville, FL 32207

Re: Hidden Hills

Dear Mr. McCabe:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the Hidden Hills community and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

Section 720.407(1), Florida Statutes, requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the Hidden Hills Community Association, Inc. with the Division of Corporations of the Department of State if the articles have not been previously filed with the Division. Also, Section 720.407(2), Florida Statutes, requires that the president and secretary of the Association execute the revived declaration and other governing documents in the name of the Association. The approved declaration of covenants, the articles of incorporation, this letter approval, and the legal description of each affected parcel must be recorded with the clerk of the circuit court in the county in which the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact T. Christopher Long, Assistant General Counsel, at (850) 717-8530, or Paul Piller, Community Program Administrator, at (850) 717-8501.

Sincerely,



J. Thomas Beck, AICP
Director, Division of Community Development

NOTICE OF RIGHTS

THIS DETERMINATION CONSTITUTES FINAL AGENCY ACTION UNDER CHAPTER 120, FLORIDA STATUTES. ANY INTERESTED PARTIES ARE HEREBY NOTIFIED OF THEIR RIGHT TO SEEK JUDICIAL REVIEW OF THIS FINAL AGENCY ACTION IN ACCORDANCE WITH SECTION 120.68, FLORIDA STATUTES, AND FLORIDA RULES OF APPELLATE PROCEDURE 9.030(B)(1)(c) AND 9.110.

TO INITIATE AN APPEAL OF THIS FINAL AGENCY ACTION, A NOTICE OF APPEAL MUST BE **FILED** WITH THE DEPARTMENT'S AGENCY CLERK, 107 EAST MADISON STREET, CALDWELL BUILDING, MSC 110, TALLAHASSEE, FLORIDA 32399-4128, WITHIN THIRTY (30) DAYS AFTER THE DATE THIS FINAL AGENCY ACTION IS FILED WITH THE AGENCY CLERK, WHOSE NAME AND INDICATED APPEAR BELOW. THE NOTICE OF APPEAL MUST BE SUBSTANTIALLY IN THE FORM PRESCRIBED BY FLORIDA RULE OF APPELLATE PROCEDURE 9.900(a). A COPY OF THE NOTICE OF APPEAL MUST ALSO BE FILED WITH THE DISTRICT COURT OF APPEAL AND MUST BE ACCOMPANIED BY THE FILING FEE SPECIFIED IN SECTION 35.22(3), FLORIDA STATUTES.

AN INTERESTED PARTY WAIVES ITS RIGHT TO JUDICIAL REVIEW IF THE NOTICE OFR APPEAL IS NOT TIMELY FILED WITH THE AGENCY CLERK AND THE APPROPRIATE DISTRICT COURT OF APPEAL.

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 17th day of January, 2013.



Miriam Snipes, Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By U. S. Mail:

Michael McCabe, Esq.
McCabe Law Group
1400 Prudential Drive, Suite 5
Jacksonville, FL 32207

By interoffice delivery:

T. Christopher Long, Assistant General Counsel
Paul Piller, Community Program Manager, Division of Community Planning



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 22, 2013

MCCABELLAWGROUP
% MICHAEL J. MCCABE
1400 PRUDENTIAL DRIVE - STE. 5
JACKSONVILLE, FL 32207

Re: Document Number N38884

The Amended and Restated Articles of Incorporation for HIDDEN HILLS COMMUNITY ASSOCIATION, INC., a Florida corporation, were filed on February 22, 2013.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Irene Albritton
Regulatory Specialist II
Division of Corporations

Letter Number: 113A00004345

HIDDEN HILLS COMMUNITY ASSOCIATION, INC.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

This is to certify that, pursuant to § 617.1002 and 617.1006, Florida Statutes:

1. The name of the corporation is **HIDDEN HILLS COMMUNITY ASSOCIATION, INC.**
2. The undersigned, being all of the Charter Members of Hidden Hills Community Association, Inc. (the "Association") pursuant to the authority vested in them by the Articles of Incorporation of Hidden Hills Community Association, Inc. (the "Articles of Incorporation") and the Bylaws of Hidden Hills Community Association, Inc. (the "Bylaws"), and having approved the amendments hereafter set forth at a meeting held on July 16, 1996 at 7:00 o'clock p.m. at 2485-6 Monument Road, Jacksonville, Florida, at which a quorum was present, do hereby amend and restate the Articles of Incorporation in their entirety as follows:

ARTICLE I. NAME

The name of this corporation is **HIDDEN HILLS COMMUNITY ASSOCIATION, INC.**
(hereinafter referred to as the "Association").

ARTICLE II. PURPOSE

The purposes and object of the Association shall be to administer the operation and management of "Hidden Hills," a residential development (hereinafter "the Development"), located and situate in Duval County, Florida; to perform and carry out the acts and duties incident to the administration, operation and management of the Development in accordance with the terms, provisions and conditions set forth in these Articles of Incorporation, and in the Declaration of Covenants, Conditions and Restrictions for Hidden Hills (the "Declaration"), recorded in Official Records Volume 4198, page 1026 of the current public records of Duval County, Florida as the same has been amended from time to time; and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Development.

The Association does not contemplate pecuniary gain or profit to the members thereof and shall undertake and perform all acts and duties incident to the operation and management preservation and architectural control of the residential lots and common

areas of the Development in accordance with the terms, provisions, and conditions of these Articles of Incorporation, the Bylaws of the Association and the Declaration.

ARTICLE III. POWERS

The Association shall have all of the powers and privileges granted to corporations not for profit under the laws of the State of Florida, as the same may be amended from time to time, and all powers reasonably necessary to implement the powers of the Association, which powers shall include, but are not limited to, the following:

- A. Exercise all of the powers and privileges and perform all of the duties and obligations of the Association under the Declaration;
- B. Make and establish reasonable rules and regulations governing the use of the Lots, as such terms are defined in the Declaration;
- C. Own, hold, improve, build upon, maintain, operate, lease, sell, manage, transfer, dedicate for public use, and otherwise dispose of and deal with such real and personal property as may be necessary or convenient in connection with the affairs of the Association;
- D. Tax, levy, collect and enforce payment by all lawful means all charges or assessments against members of the Association and the Lots (as defined in the Declaration) to provide funds to pay the Common Expenses of the Development, as provided for in the Declaration and the By-Laws, including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the property owned by the Association, which may be necessary or convenient in the operation and management of the Development and to pay all expenses, including office expenses, licenses, taxes, or governmental charges levied or imposed against the property of the Association, incident to the conduct of business of the Association;
- E. Maintain, repair, replace, operate and manage any property that the Association has the duty or right to maintain, repair, replace and operate under these Articles, the Declaration, the Bylaws or any other document governing the operation of the Association, including the right to reconstruct improvements after casualty and to further improve and add to property owned by the Association;
- F. Contract for the management of the Development and other property owned by the Association and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration and the By-Laws;

G. Enforce by legal action the provisions of these Articles, the Declaration, the By-Laws, hereafter be established;

H. Purchase insurance upon the Development and any other property owned by the Association in order to protect the Association and its members.

ARTICLE IV. QUALIFICATION OF MEMBERS

The qualifications of members, manner of their admission to and termination of membership shall be as follows:

A. Each person or entity who is a record owner (hereinafter referred to as "Owner" or collectively, as "Owners") of a fee or individual fee interest in any Lot in the Development shall be a member of the Association ("Member"), and no other persons or entities shall be entitled to membership, except the subscribers hereof.

B. A person shall become a Member by the acquisition of a vested present interest in the fee title to a Lot in the Development. The membership of any person or entity shall be automatically terminated upon his being divested of his title or interest in a Lot.

C. Transfer of membership shall be recognized by the Association upon its being provided with a certified copy of the recorded deed conveying such fee simple title to a Lot to the new Member.

D. The owner of each Lot in the Development shall be entitled to one vote. If a corporation, partnership, joint venture or other entity is the fee simple title holder to a Lot, or the Lot is owned by more than one person, the Lot owner(s) shall designate one person as the Member entitled to cast votes and/or to approve or disapprove matters as may be required or provided for in these Articles, the By-Laws or the Declaration. The designation of voting members shall be perfected in the manner provided in the Declaration.

E. Except as an appurtenance to a Lot, no Member may assign, hypothecate or transfer in any manner, his or her membership in the Association or his or her interest in the funds and assets of the Association. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and the By-Laws hereof.

F. Members shall be subject to all of the terms, conditions, restrictions and covenants contained in these Articles, the Declaration, and the Bylaws or as may hereinafter be adopted by the Association.

ARTICLE V. VOTING

On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Lot. Such vote may be exercised or cast by the owner or owners in such manner as may be provided in the By-Laws of this Association. Should any member own more than one Lot, each Member shall be entitled to exercise or cast one vote for each such Lot, in the manner provided for in the By-Laws.

ARTICLE VI. TERM OF EXISTENCE

The Association shall exist perpetually.

ARTICLE VII. OFFICE

The principal office and registered office of the Association shall be located at 12261 Hidden Hills Drive, Jacksonville, Florida 32225, or such other place as the Board of Directors may designate from time to time.

ARTICLE VIII. BOARD OF DIRECTORS

A. The business affairs of the Association shall be conducted by a Board of Directors, which shall consist of at least three (3) directors (the "Board of Directors" or alternatively the "Board").

B. The Board of Directors shall be elected annually by the Members of the Association entitled to vote, as provided in the By-Laws.

ARTICLE IX. OFFICERS

A. The officers of the Association shall consist of a President, Secretary and Treasurer and such other officers as the Board may determine to elect, each of whom shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directors of the Board of Directors.

B. Officers of the Association may be compensated in the manner to be provided in the By-Laws. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Development and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member, Director or officer of the Association.

C. Officers shall be elected annually by the Board of Directors at their annual meeting as provided in the By-Laws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

ARTICLE X. BY-LAWS

The Board of Directors shall adopt by a majority vote the Bylaws governing the conduct of the affairs of the Association'. The By-Laws may be amended in accordance with the procedures set forth therein.

ARTICLE XI. AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended as follows:

1. Amendments to the Articles of Incorporation shall be proposed by a majority of the Board of Directors.

2. The President, or Secretary in the absence of the President, shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days nor later than sixty (60) days from the date on which a majority of the Board of Directors proposes an amendment of the Articles of Incorporation. Each Member shall be given written notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than fourteen (14) days nor more than thirty (30) days before the date set for such meeting. Such notice shall be deemed properly given when deposited in the United States mail, addressed to the Member at his post office address as it appears on the records of the Association, or when delivered to the Member's post office box on the Property. At such meeting, the amendment or amendments proposed must be approved by a majority of all Members entitled to vote in order for such amendment or amendments to become effective. If so approved, a certified copy of the said amendment or amendments shall be filed in the Office of the Secretary of State of the State of Florida.

ARTICLE XII. INDEMNITY

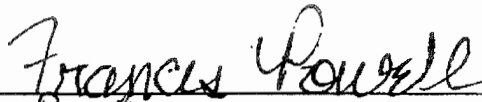
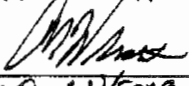
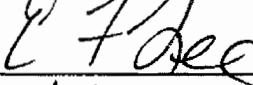
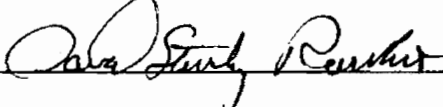
Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event any claim for reimbursement or indemnification hereunder is based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIII. NON-PROFIT STATUS

No part of the income of this corporation shall be distributed to the Members except upon dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

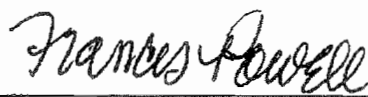
IN WITNESS WHEREOF, we, the undersigned have hereunto set our hands and seal this third day of January, 2013 (1/3/2013) for the purpose of amending and restating the Articles of Incorporation of this corporation not for profit under the laws of the State of Florida.

 _____ Francis Powell	President
 _____ Charles Wright	Vice-President
 _____ Erica Lee	Secretary
 _____ Sara Stuyvesant	Treasurer

ADOPTION STATEMENT

These Amended and Restated Articles were adopted by a duly noticed meeting by a majority vote of the membership as required by Florida Statutes 720.405.

Dated: February 20, 2013

Signature: 

Print: Frances Powell

Title: President, Hidden Hills Community Association, Inc.

**REVIVED BY-LAWS
OF
HIDDEN HILLS COMMUNITY ASSOCIATION, INC.**

(The "Association")

A FLORIDA NOT-FOR-PROFIT CORPORATION

ARTICLE I

OFFICES

- Section 1. Principal Offices. The principal office of the Association shall be at such place within the City of Jacksonville, Florida, as the board of directors (the "Board") shall from time to time determine.

- Section 2. Registered Agent. For the purpose of service of process, the Association shall designate a registered agent, which designation may be changed from time to time.

ARTICLE II

MEMBERSHIP

- Section 1. Resident Members. Resident Members of the Association shall consist of persons, firms or corporations owning any lot or residential unit located within the Hidden Hills Development. Each such person, upon acquisition of title to such lot or unit shall automatically become a Resident Member. In the event that two or more persons are the joint owners of a lot or residential unit, one and only one of such persons, who shall be designated by all of such joint owners, shall be a Resident Member. In the event that a firm, corporation or other entity owns a lot or residential unit, such entity shall designate one representative as the Resident Member.

- Section 2. Transfer of Resident Membership. Resident Membership in the Association may be transferred only as an incident to the transfer of a lot or other residential unit.

- Section 3. Voting Rights. Each Resident Member shall be entitled to one vote for the election of directors of this Corporation and upon any other matter which requires or upon which is permitted a vote of the members under these By-Laws, the Articles of Incorporation or the laws of the State of Florida, provided, however, that such member is not in arrears more than thirty (30) days with respect to the payment of any and all dues and assessments. The determination of whether any such member is in arrears shall be at the sole discretion of the board of directors.

ARTICLE III

RESIDENT MEMBERS' MEETINGS

- Section 1. Annual Meeting. An annual meeting of the Resident Members shall be held during the month of March of each year or as soon thereafter as shall be reasonably practicable, the exact time to be determined by the Board. At such meeting the Resident Members shall elect the members of the Board of Directors and shall transact such other business as may properly come before the meeting.

- Section 2. Notice and Location. All Resident Members' meetings shall be held at the office of the Association or at such other place as shall be stated in the notice. Written notice of the annual meeting setting forth the exact time, day and location shall be served upon or mailed to each Resident Member, at such address as appears on the books of the Association, at least ten (10) days prior to the meeting.

- Section 3. Special Meetings. Special meetings of the Resident Members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President. Similarly, a special meeting shall be called by the President or Secretary at the request in writing of a majority of the board of directors, or at the request in writing of at least one-third of the total number of Resident Members. Such request shall state the purpose or purposes of the proposed meeting. Written notice of a special meeting of Resident Members, stating the time, place and object of such meeting and the specific action to be taken thereat, shall be served upon or mailed to each Resident Member at such address as appears on the books of the Association at least ten (10) days before such meeting.

- Section 4. Quorum. Ten percent (10%) of the Resident Members of the Association, present in person or by proxy, shall be necessary to and shall constitute a quorum at all meetings of the Resident Members for the transaction of business except as otherwise provided by statute, the Charter or these By-Laws.

- Section 5. Manner of Acting. The act of a majority of the Resident Members present at a meeting at which a quorum is present shall be the act of the members, unless the act of a greater number shall be required by these By-Laws, the Articles of Incorporation or the laws of the State of Florida.

ARTICLE IV

BOARD OF DIRECTORS

- Section 1. Powers. The business and affairs of the Association shall be managed by a Board of Directors, which, in addition to the powers conferred by these By-Laws, may exercise all powers and do all acts and things as are not by statute, the Articles of Incorporation of the Association (the "Charter") or these By-Laws directed or required to

be exercised or done by the Resident Members.

- Section 2. Composition and Qualifications. The Board shall be composed of not less than three (3) and not more than ten (10) directors elected by the Resident Members at each annual meeting. The number of directors shall be fixed from time to time by resolution of the Board, but no such resolution shall be effective until the next annual meeting. Each director so elected shall serve for a term of two (2) years or until his successor shall be elected and shall qualify, with approximately half the directors elected at each annual meeting to succeed those whose terms shall expire. Each person elected as a director shall be a Resident Member. There shall be no limit as to the number of consecutive or non-consecutive terms served by any director.

- Section 3. Vacancies and Removal. If the office of one or more directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. Any director may be removed by an affirmative vote of a majority of the Resident Members present at a meeting called for such express purpose upon not less than thirty (30) days written notice. Such notice shall include a copy of the resolution for removal proposed for adoption at such meeting.

- Section 4. Meetings. Annual meetings of the Board will be held immediately following the annual meeting of the Resident Members. Regular meetings may be held without notice at such time and place as shall be determined from time to time by the Board. Special meetings of the Board may be called by the President on three (3) days' notice to each director, either personally, by mail or by telegram. Special meetings shall be called by the President or the Secretary in like manner and on like notice on the written request of two directors. Notice of any and all meetings of the Board may be waived by written waivers signed by a majority in number of all directors. Meetings shall be held in the office of the Association or at such other place as the Board may from time to time determine

- Section 5. Quorum. At all meetings of the Board a majority of the directors shall be necessary to and shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board except as otherwise specifically provided by statute, the Charter or these By-Laws.

- Section 6. Compensation. The Board members shall receive no salary as directors except for such fee for attendance at meetings of the Board as may be set by the Resident Members, and reimbursement for any out-of-pocket expenses which may be incurred on behalf of the Association. Nothing herein shall prohibit a director from serving the Association in any other capacity and receiving compensation therefor.

- Section 7. Committees. The Board may appoint such committees with such duties and powers and with such chairmen as the Board may determine. Chairmen and members

of such committees need not be members of the Board.

ARTICLE V

OFFICERS

- Section 1. General. The officers of the Association shall be a President, such Vice Presidents as the Board shall from time to time determine, a Secretary, a Treasurer and such other officers as the Board may from time to time appoint or elect.

- Section 2. President. The President shall act as Chief Executive Officer of the Association and, in the recess of the Board, shall have the general control and management of its business and affairs. He shall sign or countersign all certificates, contracts or other instruments, shall make reports to the Resident Members and the Board and shall perform such other duties as are incident to his office, or are required of him by the Board, the Charter or applicable law. He shall exercise general supervision over other officers.

- Section 3. Vice President. A Vice President shall be vested with all or such portion of the powers and shall perform all or such portion of the duties of the President in his absence as the President may authorize or direct, with such limitations or division of powers and duties as may be prescribed by the Board, the Charter or the laws of the State of Florida.

- Section 4. Secretary. The Secretary shall be the custodian of the seal of the Association and shall be *ex-officio* the clerk of the Resident Members and of the Board. He shall attend all meetings of the Resident Members and the Board and shall keep accurate minutes of all such meetings. He shall see that proper notice is given of all meetings of the Resident Members and the Board. He shall perform all such other duties as may be required of him by the Board, the President, the Charter or the laws of the State of Florida.

- Section 5. Treasurer. The Treasurer shall keep full and accurate accounts of receipts and disbursements and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. He shall disburse the funds of the Association under the direction of the Board or the President, taking proper vouchers for such disbursements. He shall render to the President, the Directors and the Resident Members an account of all or any part of his transactions as Treasurer and of the financial condition of the Association and shall also perform all other duties imposed upon him by the Board, the President, the Charter or the laws of the State of Florida.

- Section 6. Election of Officers. At the first meeting of the Board held after the annual meeting of the Resident Members, the Board shall elect all officers of the Association who shall hold office for one (1) year or until their successors are elected and qualified.

- Section 7. Vacancies. If any office shall become vacant by reason of death, resignation, disqualification, removal or otherwise, the Board, by a majority vote, may elect a successor or successors who shall hold office for the unexpired term.
- Section 8. Removal. Any officer may be removed with cause by a majority vote of the Board at any meeting of the Board.

ARTICLE VI

REPORTS AND FISCAL MATTERS

- Section 1. Annual Statement. The Board shall present at each annual meeting, and when called for by the vote of the Resident Members at any special meeting of the Resident Members, a full and clear statement of the business and condition of the Association. The annual statements shall include profit and loss statements and balance sheets prepared in accordance with sound business practices and with generally accepted accounting principles uniformly applied.
- Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.
- Section 3. Fiscal Year. The fiscal year of the Association shall be from January 1 to December 31. The Board is expressly authorized to change the fiscal year whenever deemed expedient for the best interests of the Association.
- Section 4. Seal. The seal of the Association shall have inscribed thereon the name of the Association, the year of organization and the words "Corporate Seal, Florida." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VII

ASSESSMENTS

- Section 1. Amount and Items Included. The Board shall, from time to time, fix and determine the sums necessary and adequate for the continued ownership, operation and maintenance of the Hidden Hills Development in accordance with Hidden Hills Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded among the public records of Duval County, Florida, together with other common expenses not specifically designated in the Declaration and the establishment of appropriate reserve funds as the Board shall determine. Common expenses which are to be the subject of said assessment are set forth generally in the Declaration and shall be further defined from time to time by the Board. They shall include all items of expense pertaining to the operation and maintenance of the areas used in common by all residents of Hidden Hills, the operation of this Association and expenses and

liabilities incurred by the Association in connection with the indemnification of officers and directors provided for in the Charter and in and about the enforcement of its rights or duties against Resident Members or others, and the creation of reasonable contingency or reserve requirements for the protection of the Resident Members.

- Section 2. Payment. Regular maintenance assessments shall be paid by the Resident Members on a monthly basis. Monthly assessment charges once fixed shall continue until changed in accordance with the Declaration and shall be due and payable without notice or demand no later than the tenth (10th) day of each month of the month due. With respect to changed assessments, notice in writing must be given to each of the Resident Members thereof and payment will be due and payable without further or other notice within ten (10) days of the posting of such a notice as provided for the service of notices herein.

- Section 3. Adjustment. The regular maintenance assessment fixed and to be fixed hereunder is and shall be based upon a projection and estimate by the Board and may be in excess of or less than the actual sums required. The Board may adjust the amount of the regular maintenance assessment in the manner set forth in the Declaration.

- Section 4. Special Assessments. Special assessments, if required, shall be levied and paid in accordance with the Declaration.
By-Laws Page 5 of 7

- Section 5. Default in Assessment. In the event of a default by a Resident Member in the payment of any assessment, the Association shall have all rights and remedies provided by law and the Declaration.

ARTICLE VIII

AMENDMENT OF BY-LAWS AND CHARTER

- Section 1. By-Laws. These By-Laws may be amended, altered, rescinded or added to by resolution adopted by a two-thirds (2/3) vote of the Board at any duly called meeting thereof at which notice of such proposed amendment shall have been given or waived by written waiver.

- Section 2. Charter. The Charter may be amended, altered or added to by resolution adopted in the manner provided by the laws of the State of Florida and as provided therein.

- Section 3. Proviso. Notwithstanding anything in this Article or in these By-Laws to the contrary, no amendment to these By-Laws or the Charter may be made which modifies, restricts or otherwise affects, or purports to affect, the rights and powers of the holder of any previously recorded mortgage.

ARTICLE IX

BOOKS AND RECORDS

- Section 1. Records to be Kept. The Association shall maintain accounting records according to generally accepted accounting principles and said records shall be open to inspection by the Resident Members or their authorized representatives at reasonable times.
- Section 2. Transfers. The Secretary shall act as the transfer agent to record all transfers of Membership in the Association.

ARTICLE X

MISCELLANEOUS PROVISIONS

- Section 1. Validity. If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-Law or part thereof.
- Section 2. Rules and Regulations. In addition to the restrictions set forth in the Declaration, the Board may from time to time adopt rules and regulations and all Resident Members shall abide thereby, provided, however, that such rules and regulations shall be equally applicable to all Resident Members similarly situated and shall be uniform in their application and effect.
- Section 3. Construction. Wherever the masculine or singular form of the pronoun is used in these By-Laws, it shall be construed to mean masculine or feminine, singular or plural, wherever the context so requires or admits, and shall include and apply to a corporation.
- section 4. Notices. Whenever notices are required to be given to any director or Resident Member, such notice may be given in writing, by mail, by depositing the same in post office or letter box, in a post-paid sealed envelope, or in the Association's internal mail system, addressed to such director or Resident Member at such address as appears on the books of the Association. Such notice shall be deemed to be given at the time same shall be thus mailed. A waiver of any notice required hereunder signed by the person or persons entitled to such notice, whether before or after the time stated, shall be deemed equivalent thereto.
- Section 5. Delegation of Authority. Notwithstanding the assignment of duties and functions to the Board and/or officers set forth herein and in the Charter, the Board and officers are authorized to delegate such duties and functions to a manager or other persons as they may select so long as the Board and officers shall at all times remain primarily responsible for their respective duties, functions and obligations imposed hereunder and under the Charter.

• Section 6. Declaration. In the event of any conflict or inconsistency between these By-Laws and the Declaration, the terms and provisions of the Declaration shall control and nothing herein shall be construed as a waiver or modification of any rights of the Association under the Declaration.

Adopted this 5 day of March, 201~~2~~3

Erica F. Dee
Secretary

HIDDEN HILLS REVIVED
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
TABLE OF CONTENTS

THIS REVIVED DECLARATION of covenants, conditions and restrictions is made effective by HIDDEN HILLS COMMUNITY ASSOCIATION, INC. ("Association"), a Florida not-for-profit corporation, this 4 day of March, 2013.

RECITALS

A. Hidden Hills Community Association, Inc., a Florida not-for-profit Corporation, the original Developer heretofore recorded covenants and restriction in Official Records Book 4189, at Page 1026 in the Public Records of Duval County, Florida (hereinafter referred to as "Previous Declaration") on the lands described as attached in the exhibits hereto. The Declaration was subsequently substantively amended and reworded by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hidden Hills, which was recorded on January 20, 1999, against the same real property located within Duval County, Florida, in Official Records Book 8530 at page 2207 of the current public records of Duval County, Florida.

B. All of the land included in said plat being hereinafter sometimes referred to as "said land," and the undersigned parties hereto do hereby place upon said land the following covenants and restrictions, to run with the title to said land, and the grantee of any deed conveying any lot or lots, parcels or tracts shown on said plat or any other parts or portions thereof shall be deemed by acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply with, and be bound by all such covenants and restriction. Wherever lots or parcels are referred to herein, same shall include lots and parcels as same may have been replatted.

C. The covenants and restrictions contained in the Previous Declaration expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

D. The organizing committee for the Hidden Hills Community Association, Inc. consisting of:

Name	David Boynton
Address	4221 Stratford Way
	Jacksonville, FL 32225
Phone	904-642-5170
Name	Ellen Bushnell
Address	12136 Springmoor Nine Court

	Jacksonville, FL 32225
Phone	904-641-1012
Name	Susan Clarke
Address	4276 Stratford Way
	Jacksonville, FL 32225
Phone	904-642-5369
Name	Kip Gordon
Address	12133 Springmoor Nine Court
	Jacksonville, FL 32225
Phone	904-641-7640
Name	Erica Lee
Address	12024 Hidden Hills Drive
	Jacksonville, FL 32225
Phone	904-419-7413
Name	Frances Powell
Address	11622 Sherborne Circle North
	Jacksonville, FL 32225
Phone	904-645-8355
Name	David Rawlins
Address	11964 Hidden Hills Drive
	Jacksonville, FL 32225
Phone	904-641-8673
Name	Charles Wrona
Address	11639 Sherborne Circle
	Jacksonville, FL 32225
Phone	904-565-1651

does hereby submit the covenants and restrictions of Hidden Hills Homeowners Association, Inc. pursuant to Section 720.403, Florida Statutes hereinafter defined as the "Revived Declaration."

E. The Revived Declaration governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration and the Amendments thereto, except otherwise provided by Section 730.404(3), Florida Statutes.

F. The voting interest of each parcel owner under this Revived Declaration is the same as the voting interest of the parcel owner under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived

Declaration shall be the same as the proportional assessment obligations of the parcel owner under the Previous Declaration.

NOW, THEREFORE, the Association hereby revives all terms and provisions of the Prior Declaration for the Hidden Hills Homeowners Association's Covenants, Conditions and Restrictions as follows:

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THIS REVIVED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amended Declaration") made as of this twentieth day of January, 1997, by HIDDEN HILLS COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WITNESSETH:

WHEREAS, by that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated June 7, 1976, and recorded in Official Records Volume 4189, page 1026 of the current public records of Duval County, Florida (the "Public Records"), as amended, Fulton Development Corporation, a Florida Corporation, imposed certain covenants and restrictions on the lands therein identified and known as "Hidden Hills," located in Jacksonville, Duval County, Florida (the "Property"); and,

WHEREAS, all of the rights, powers, privileges, authorities, reservations, obligations, title and interest reserved unto Fulton Development Corporation under the Declaration have been assigned to the Association by that certain Assignment of Developer's

Interest dated August 26, 1996 and recorded in Official Records Book 8423, page 2177 of the Public records; and,

WHEREAS, the Association wishes to revive the terms and provisions of the Declaration, and for that purpose makes this Revived Declaration.

NOW, THEREFORE, The Association hereby revives the Declaration as follows:

1. DEFINITIONS. As used in this Declaration, the terms below shall be defined as follows:

- 1.1 "Access Easement" means a portion of the Property described on Exhibit "A" to the Declaration, as amended which provides access to Cluster Lots from the Roadways and shall be designated Access Easements on future plats or in the deed conveying the appurtenant Cluster Lot.
- 1.2 "Board" means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Association's By-Laws.
- 1.3 "Cluster Lots" mean portions of the Property described on Exhibit "A" to the Declaration, as amended, to be conveyed as a separate parcel. The terms Cluster Lots and Estate Lots shall sometimes hereinafter be referred to generally as "Lots."
- 1.4 "Declaration" means this Revived Declaration of Covenants, Conditions and Restrictions and all exhibits attached hereto, as the same may be amended from time to time.
- 1.5 "Estate Lot" means a Lot as shown as numbered lots I through 34 on the Plat of Hidden Hills, Unit One described in paragraph 1.9 hereof. The terms Cluster Lots and Estate Lots shall sometimes hereinafter be referred to generally as "Lots."
- 1.6 "Green Area" means a portion of the Property described on Exhibit "A" to the Declaration, as amended, to be conveyed as a separate parcel with the conveyance of a Cluster Lot which shall be appurtenant to such Cluster Lot so conveyed.
- 1.7 "Hidden Hills Development" means the overall development constructed or planned to be constructed on the Property and on the real property of the Developer in the general vicinity of the Property and includes, without limitation, all residential, business and recreational projects and improvements located, or to be located on said property.
- 1.8 "Owner" means the record owner of a Lot.
- 1.9 "Plat" means the plat of Hidden Hills, Unit One, recorded in Plat Book 35, Pages 66 through 66C, of the current public records of Duval County, Florida, as the same may be amended from time to time as well as any subsequent plat of any

other portions of the Property. If additional property is submitted to the terms and provisions of this Declaration by appropriate amendment, and if any of such property is platted, the term "Plat" shall also refer to the plat of such additional property.

- 1.10 "Roadway(s)" means that portion of the Property designated on the Plat as Hidden Hills Drive, Bleinheim Place, Stratford Way and Stourhead together with any real property which may hereafter be platted as a roadway and designated a "private street," or any real property which may be described by metes and bounds in a subsequently recorded instrument reciting that the property therein described shall be deemed to be a "Roadway" and subject to the terms and provisions of this Declaration.

2. USE AND CONSTRUCTION RESTRICTIONS AND REQUIREMENTS.

- 2.1 Use for Residential Purposes Only. Each Lot shall be used exclusively for residential purposes, and no manufacturing or commercial enterprise, or enterprise of any kind for profit, including but not limited to the rental of rooms or apartments, shall be maintained upon or in connection with the use of any Lot.

- 2.2 Green Areas. Notwithstanding anything to the contrary contained in this Declaration, except for construction or excavation required in connection with utility lines and facilities within easement areas, no construction shall be permitted on any Green Area appurtenant to a Cluster Lot and no destruction or removal of any trees or shrubbery on such Green Areas shall be permitted except with the written approval of the Board or the Committee referred to in paragraph 2.5.

- 2.3 Set-Back Lines. The following set-back lines are specified for buildings, structures, additions or accessories with respect to Estate Lots:

- (a) Twenty-five (25) feet from the front lot line of any Estate Lot., except that for corner Estate Lots, one front set back may be twenty (20) feet. The "front lot line" shall be the lot line adjacent or nearest to the Roadway furnishing access to such Lot;
- (b) Twenty (20) feet from the rear lot line of any Estate Lot; and,
- (c) Ten (10) feet from the interior lot lines of any Estate Lot. The Board or the Committee, however, shall have the right to increase, decrease or otherwise modify such requirements in the process of approval pursuant to paragraph 2.5.

For the purpose of this covenant, fences, walls and unroofed and unscreened patios shall not be considered part of a building and may be erected outside of setback lines subject to the prior written approval of the Board or the Committee as provided in paragraph 2.5 and subject to the provisions regarding easements in paragraph

2.4.

The location of all buildings, structures, additions or accessories on Cluster Lots, and all applicable set-back lines with respect thereto, shall be determined by the Board or the Committee pursuant to paragraph 2.5 hereof.

- 2.4 Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved over, under and across portions of the Property as shown on the Plat, and over, under and across a strip 7.5 feet in width along the interior side and rear lot lines of each Estate Lot. The Jacksonville Electric Authority shall have an easement for installation and maintenance of electrical lines and facilities over, under and across a strip 10 feet in width along the front lot line of each Estate Lot. Additional easements on any undeveloped Lots may be reserved or granted by the Association at any time.

Within the easement areas, no structure or other improvement or landscaping shall be placed or permitted to remain which may damage or unreasonably interfere with the installation and maintenance of utilities and drainage facilities. The Owner of the Lot shall bear the risk of loss of any such structure, improvement or landscaping. The easement areas and areas within any set-back line of each Lot, and all improvements therein, shall be maintained continuously by the Owner. All utility lines serving one Lot only from the point where such line connects to the main line shall be maintained by the Owner.

- 2.5 Approval of Plans and Specifications. Notwithstanding anything in this Declaration to the contrary, and in addition to any and all building restrictions set forth herein, no paved area, fence, wall, shrubbery, building, or any other structure or thing shall be commenced, erected, reconstructed or maintained upon any Lot, nor shall any exterior addition, change or alteration be made to the improvements thereon until the plans and specifications shall have been submitted to and approved in writing by the Board or by an architectural review committee composed of three or more representatives appointed by the Board (the "Committee").

Such plans and specifications, prepared by the Owner and/or a duly licensed architect, engineer, landscape architect or other similarly qualified professional, shall show the nature, kind, shape, color, height, materials, square footage, location and landscaping of the proposed alteration(s) and shall present evidence as to the harmony of the external design in relation to surrounding structures and topography and compliance with the terms of this Declaration. Prior to the formation of the Committee, or in the event the Committee is not formed or otherwise unable to act, such consent and approval shall be deemed to be granted if given by the Board and the term "Committee" used herein shall mean the Board in such event.

The Board shall from time to time determine such standards for architectural and/or landscaping improvements as it may deem appropriate to preserve the visual character and design integrity of the Hidden Hills Development. The Board shall

prepare written guidelines based upon such standards, which guidelines shall be available upon request to any Owner contemplating improvements and/or changes.

The drawings and other documents required by the Committee for review shall consist of the following:

- (a) Site plan showing all outlines, set-backs, easements, existing trees having a diameter of six (6) inches or more, drives, fences and underground trench locations, and existing and proposed contours;
- (b) Floor plan or plans;
- (c) Elevations of all sides of the contemplated structure;
- (d) A summary specification list of proposed materials and samples of exterior materials which cannot be adequately described; and
- (e) Such additional information and materials which may reasonably be required of which the Owner or his representative has been advised in writing prior to or within ten (10) days after original architectural submission.

The Committee shall approve or disapprove the items described in (a) through (e) above within thirty (30) days from receipt by the Committee of the last of such items. Failure of the Committee to act within said thirty (30) day period shall constitute approval. Upon approval of the items described in (a) through (e) above, final construction documents and a landscaping plan shall be submitted to the Committee for approval or disapproval, which approval or disapproval shall be given within thirty (30) days after receipt by the Committee of the last of such items. Failure by the Committee to act within said thirty (30) day period shall constitute approval. Upon approval of the items described in (a) through (e) above and said final construction documents and landscaping plans, all approvals required shall be deemed to have been given.

• 2.6 Maximum Height: Minimum Square Footage. With respect to Cluster Lots, no residence or other permitted structure shall be in excess of thirty-five (35) feet in height or shall contain less than one thousand five hundred (1,500) square feet of heated and/or air-conditioned enclosed living space. With respect to Estate Lots, no residence or other permitted structure shall be in excess of thirty-five (35) feet in height or shall contain less than two thousand five hundred (2,500) square feet of heated and/or air-conditioned enclosed living space.

• 2.7 Detached Structures and Objects. None of the following buildings, structures or objects shall be erected and maintained or allowed to remain on any Lot unless same are located wholly within the residence or located in such manner as to be obscured from view from any Roadway, Access Easement or any adjacent Lot:

pens, yards and houses for pets; hothouses or greenhouses; above ground storage of construction materials, wood, coal, oil and other fuels; clothes racks and clothes lines; clothes washing and drying equipment; laundry rooms; appliances; tool shops and workshops; guest houses, play houses or summer houses; outdoor fireplaces or barbecue pits; swimming pools; dressing rooms; garbage and trash cans and receptacles; detached garages and carports; permanently installed sporting or other athletic or recreational equipment such as basketball goals, "jungle gyms" and the like; above ground exterior air conditioning and heating equipment and other mechanical equipment; and, any other structures or objects determined by the Board or the Committee to be of an unsightly nature or appearance.

• 2.8 Fencing and Dividing Walls. No fencing or dividing walls of any kind shall be erected upon any Lot or Green area without the prior express written permission of the Board or the Committee.

• 2.9 Temporary. Movable Structures. Except as otherwise permitted herein, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot or Green Area. This paragraph shall not, however, prevent the use of a temporary construction shed during the period of actual construction (which shall be no longer than six months unless otherwise approved by the Board) of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

• 2.10 Window Air Conditioners. No window air conditioning unit shall be installed in any building without the prior written consent of the Board or the Committee.

• 2.11 Antennas. No radio or television aerial or antenna or any other exterior electronic or electric equipment or device of any kind shall be installed or maintained on the exterior of any building located on a Lot or any portion of any Lot or Green Area not occupied by a building or other structure unless and until the Board or Committee shall have approved of the location, size and design thereof and the necessity therefor.

• 2.12 Mail Boxes. There shall be no mail boxes or newspaper boxes unless approval therefore is given by the Board or the Committee which shall also require approval as to the initial and continued location, size and design of same.

3. GENERAL COVENANTS AND RESTRICTIONS.

• 3.1 Nuisances. No noxious or offensive activities shall be carried on upon any portion of the Property; nor shall anything be done thereon which is or may become a nuisance to the community. That which constitutes offensive activities or a nuisance to the community shall be determined by the Board.

- 3.2 Trash. Burning of trash, rubbish, garbage, leaves or other materials in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers and in such location so as to be hidden from view from any adjacent Lot, Roadway or Access Easement.
- 3.3 Wells. No well for irrigation or other purposes shall be constructed on any Lot or Green Area without the prior written approval of the Board, which approval shall not unreasonably be withheld. Upon such approval, no well shall be located in such manner as to be visible from any Roadway. or Access Easement.
- 3.4 Signs. No signs of any kind shall be displayed to the public view on any Lot, Roadway, Roadway Median, Green Area or any vehicle, except for traffic control and other signs that may be deemed necessary by the Board. Notwithstanding the foregoing, one small sign may be used to denote the name of the resident, subject to the prior written approval of the Board or the Committee with regard to size, shape, design, color and location, and one small sign of approved design denoting the street address of each residence shall be required.
- 3.5 Parking. Storage. Vehicle Repairs. No vehicles (including, but not limited to, automobiles, trucks, boats, boat trailers, travel trailers, camp trailers, motor homes and mobile homes) or any similar property shall be kept on any Roadway, Roadway Median or Access Easement or stored on any Lot or Green Area except within a garage. Personal, non-commercial 4-wheel vehicles may be parked on paved residential driveways. Resident Owners and their guests' 4-wheel vehicles may be parked appropriately on paved Roadways but they may not remain parked on Roadways overnight. No repairing or overhauling of any vehicles is allowed on any part of the Property unscreened from public view at any time.
- 3.6 Condition of Lots and Green Areas. Each Owner shall maintain the entire Lot (and the improvements thereon) and any appurtenant Green Area in a neat and clean condition at all times. No trash, garbage, rubbish, debris, refuse or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on any Lot or Green Area.
- 3.7 Drying. Outdoor drying of wash must be done in areas that are completely screened from view from any adjacent Lot or any Roadway or Access Easement and clothes lines or drying racks must be of the umbrella type, no more than six feet in height from ground level.
- 3.8 Animals. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any Lot or other portion of the Property. There shall be allowed a reasonable number of domesticated dogs, cats or other household pets provided such pets are kept for the pleasure and use of the Owner, and not for commercial purposes, none of which shall be permitted to run free. If, in the sole discretion of the Board, any of such pets become dangerous or an annoyance or nuisance to other residents of the Property or surrounding areas, or destructive of wildlife or property,

they may not thereafter be kept on the Property.

- 3.9 Grading. No Lot or part thereof or any other portion of the Property shall be graded, and no changes in elevation of any portion of the Property shall be made which would adversely affect any adjacent property, without the prior written consent of the Board.

- 3.10 Resubdividing: Replatting. Without the prior written approval of the Association, no Lot or Green Area shall be resubdivided or replatted. In the event of such approved replotting or resubdividing, all of the provisions of this Declaration shall apply to the portion of the Property so resubdivided or replotted and no such resubdividing or replotting shall affect any easement shown on the Plat or reserved in this Declaration. The Association shall have the right to approve the use of one or more contiguous Lots, all or part of any Lot, all of one Lot and part of a contiguous Lot or Lots or any combination of contiguous parts of Lots which will form an integral unit of land suitable for use as a residential building site. No Green area shall be conveyed by any Owner except in conjunction with a conveyance of the Cluster Lot to which it is appurtenant.

- 3.11 Access Restrictions. No Owner shall be permitted to construct or otherwise establish any drive, driveway or other means of access between a Lot and Fort Caroline Road, Harbor Cove Drive or Monument Road. No Owner of any Cluster Lot shall be permitted to construct or otherwise establish any drive, driveway or other means of access between any Cluster Lot and any Roadway.

- 3.12 Waterways. With respect to the lakes, ponds, creeks and streams (hereinafter waterways) now existing, or which may be hereafter created, either within the Property, or adjacent or near thereto, no power boats shall be permitted on such waterways and no Owner shall have any right to construct bulkheads, docks, piers or other similar facilities on such waterways nor any right to pump or otherwise remove any water from such waterways for the purpose of irrigation or other use nor to place rocks, stones, trash, garbage, sewage, storm or other waste water, rubbish, debris, ashes or other refuse in such waterways or on any other portion of the Property adjacent to or near the Property, without the written consent of the Board. Notwithstanding the foregoing, the Board shall have the sole and absolute right to control the water level of such waterways, to construct bulkheads, docks, piers or other similar facilities to control the growth and eradication of insects, plants, fowl, reptiles, animals, fish and fungi in and on such waterways, and to control the height, grade and contour of any embankment.

- 3.13 Additional Covenants and Restrictions. No Owner, other than the Association, of any part of the Property shall, without the prior written approval of the Association, impose any additional covenants or restrictions on any part of the Property.

4. UTILITY PROVISIONS

• 4.1 Water and Sewage Systems. Each Owner at his expense shall connect his water lines and sewage disposal lines to the main water and sewer distribution systems provided to serve that Owner's Lot and the Hidden Hills Development. After such connection, each Owner shall pay when due the periodic charges for the furnishing of water and sewage disposal systems made by the suppliers thereof. No sewage shall be discharged by any Owner onto the open ground or into any marsh, park, ravine, drainage ditch, waterway, Roadway or Access Easement.

• 4.2 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties, companies or agencies approved by the Board and each Owner agrees to pay when due the periodic charges or rates for such garbage collection service made by the party, company or agency providing same.

• 4.3 Electrical, Telephone and Cable Service. All telephone, electric, cable and other utility lines and all connections between the main or primary utility lines and the residence and the other buildings located on each Lot shall be concealed and located underground so as not to be visible.

5. ASSESSMENTS

• 5.1 Regular Assessment. Each Lot and each Owner is hereby subjected to regular maintenance assessments payable on a monthly basis as hereinafter provided. Commencing with the purchase of one or more Lots, each Owner shall pay to the Association, at such place as shall be designated by the Board, in advance, the regular maintenance assessment assessed against each Lot as fixed by the Board, which assessment shall be uniform in dollar amount for each Lot. The Board, in setting the amount of the regular maintenance assessments shall assess each Lot an amount which, in the sole judgment and discretion of the Board, represents a fair proportionate share of the overall expenses of the matters set forth in paragraph 5.2 hereof for the particular Lot as compared to the total number of living units developed and/or constructed within the Hidden Hills Development. In special circumstances, such as when two or more Lots have been made contiguous, an Owner may petition the Board for a reduction or waiver of assessment with regard to such additional Lot or Lots.

The regular maintenance assessment shall become delinquent if not paid by the tenth (10th) of the month for which assessed. In such event, the assessment shall incur a late fee to the Owner in the amount of \$10.00 or such other amount as may be determined by the Board and shall bear interest on the outstanding arrearage and late fees at the maximum rate as allowed by law from the first of the succeeding month until paid in full.

The regular maintenance assessment may be adjusted from month to month by the Board as required by the Board in its judgment to meet the expenses and other charges for which same are assessed. Notwithstanding the foregoing, the maximum amount of any regular maintenance assessment imposed by the Board for any

month until January 1, 1997, shall not exceed sixty-nine (\$69.00) dollars per Lot per month. Commencing January 1, 1997, or on the first of any month thereafter, the regular maintenance assessment may be increased by no more than ten (10%) per cent of the regular assessment for the immediately preceding month. In the event of any such increase, such assessment shall not be thereafter increased for a period of twelve (12) months. The right to make adjustments to the regular maintenance assessment shall be cumulative beginning January 1, 1997, and the Board's failure to increase the regular maintenance assessment for one or more years (or a part of a year) shall not preclude adjustments being made to compensate for those years (or parts of a year) at a later time. In no event, however, shall the regular maintenance assessment be cumulatively increased in accordance with the foregoing by an amount that would be greater than thirty (30%) per cent of the regular assessment for the immediately preceding month. Notwithstanding the foregoing, the regular maintenance assessment may be increased in excess of the amounts set forth above and more frequently than set forth above if such increase is approved by a majority of the Owners in attendance at a meeting called specifically for that purpose.

5.2 Purposes. The regular maintenance assessment referred to in paragraph 5.1 above shall be for the purpose of enabling the Association:

- (a) To pay all ad valorem taxes assessed against the portions of the Property developed for the benefit of the overall Hidden Hills Development or used in common by all Owners including Roadways, Access Easements and appurtenant security facilities, waterways and other common areas, whether or not owned by or leased to the Association;
- (b) To pay all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to the Association, and to pay any other taxes, including income taxes, payable by the Association;
- (c) Pay all expenses required for the reasonable repair and maintenance of the portions of the Property described in (a) above, including without limitation paving, irrigation and landscaping, and for the reasonable repair, maintenance and insurance of any buildings or other improvements owned by or leased to the Association;
- (d) To pay all expenses of providing security for the Property including salaries of security personnel, maintenance of security gate houses and other related facilities, insurance on security gate houses and related facilities and any and all other expenses incurred in providing such security;
- (e) To pay for the expense of lighting the Roadways and Access Easements, including replacement of bulbs, poles, wiring and any and all

other expenses in connection therewith;

(f) To pay for all expenses incurred in providing mosquito and other pest control for the Property;

(g) To pay for the expenses of maintenance, improvement and operation of drainage easements and facilities;

(h) To pay for the expenses of maintaining, repairing, and replacing directional markers, signs and traffic control devices and costs of controlling and regulating traffic on the Roadways and Access Easements;

(i) To pay all charges of trash and garbage collection and removal unless a separate charge is made by the company providing such service;

(j) To pay for all expenses of operating the Association, including without limitation management fees, legal and accounting fees, payrolls and general office operating expenses, and doing, any and all other things necessary or desirable in the judgment of the Board to keep the Hidden Hills Development neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which in the judgment of the Board may be of general benefit to the residents of the Hidden Hills Development;

(k) To repay funds, together with interest thereon borrowed by the Association and used for purposes referred to herein; and,

(l) To accumulate reasonable reserves for any of the foregoing purposes. It shall not be necessary for the Board to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein, and the judgment of the Board and the expenditure of said funds shall be final. The Board in its discretion may hold said funds invested or uninvested, and may reserve such portions of the funds as the Board determines advisable for expenditure in years following the year for which the regular maintenance assessment was assessed.

• 5.3 Special Assessments. The Board may impose special assessments on Owners to meet expenses of an extraordinary or emergency nature, provided that if such special assessment exceeds Two Hundred Forty (\$240.00) Dollars per Lot during any twelve (12) month period, then a majority of Owners in attendance at a meeting called for that purpose must approve the levy. Notice shall be sent to all Owners certified by an officer of the Association that such two-thirds (2/3) approval has been obtained. Any special assessment which is not paid within thirty (30) days after the Owner receives written notice of same shall bear interest at the maximum annual

rate allowed by law.

- 5.4 Lien. Each regular and special assessment and interest thereon as provided herein shall constitute a debt from the Owner or Owners of the Lot against or with respect to which the same shall be assessed, and shall be secured by a lien upon said Lot and all improvements thereon, together with any applicable Green Area, and each Owner hereby grants to the Association such lien in accordance with the foregoing. Said lien shall attach as of the date of filing for record a notice of lien with the Clerk of the Circuit Court of Duval County, Florida. The enforcement of said lien shall be by foreclosure or by any other proceeding in equity or at law and the Association shall be entitled to recover in such proceedings all costs, including reasonable attorneys' fees, incurred in and about such proceedings and all such costs shall be secured by such lien. Each such lien shall be subordinate and inferior to the lien of any first mortgage encumbering the Lot or Green Area if said mortgage was recorded in the public records of Duval County, Florida, prior to the above described attachment date of such lien. Upon request, the Association shall furnish any Owner or mortgagee a certificate showing the unpaid assessments, if any, against any Lot.

- 5.5 Management. The Association shall provide, or shall have the right to designate such other party as the Association shall select as the manager to provide the services for which assessments are made hereunder. The party providing said services shall be entitled to a reasonable management fee for the provision of such services.

6. RIGHTS OF THE ASSOCIATION; REMEDIES; AMENDMENTS.

- 6.1 Roadways: Access Easements. All of the Roadways and Access Easements are and shall remain privately owned and the sole and exclusive property of the Association, its successors, assigns, grantees or nominees, if any. The Association hereby grants to the present and future Owners and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States postal carriers, representatives of utilities authorized to serve the Property, holders of mortgage liens on the Property or any part thereof and such other persons as the Board may from time to time designate, the non-exclusive and perpetual right of ingress and egress over and across the Roadways and Access Easements, subject however, to the right of the Association to install, erect, construct and maintain utility lines and facilities in such Roadways and Access Easements. Notwithstanding the foregoing provisions of this paragraph, the Association reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in its opinion, may create or participate in a disturbance or nuisance on any part of the Property.

In addition, the Association shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways and Access Easements, including the rights to post and enforce speed limits and other restrictions and to

prohibit use of the Roadways and Access Easements by traffic or vehicles (including without limitation motorcycles, "go-carts" or any other motorized vehicle) which in the sole opinion of the Association would or might result in damage to the Roadways or Access Easements or pavement or other improvements thereon, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part of the Roadways and Access Easements. The Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot or Green Area, if the location of the same will, in the sole judgment and opinion the Association obstruct the vision of a motorist upon any of the Roadways or Access Easements. The Association shall also have the right to enforcement as provided in paragraph 6.4 of any claim for damage against any Owner responsible for damages to any Roadway or Access Easement. In the event and to the extent that the Roadways referred to in this paragraph or easements over and across said Roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this paragraph relating to Roadways thereafter shall be of no further force or effect.

• 6.2 Dedication or Alteration of Roadways. The Association and its assigns, with prior approval of a majority of Owners, shall have the right at any time, with the consent of the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property, to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein (including those shown on the Plat).

• 6.3 Amendment. The Association reserves unto itself, its successors, assigns, nominees and designees, and shall have the right to the following:

(a) To amend this Declaration, without prior approval of any Owner, so long as such amendment shall conform to the general purposes and standards set forth herein.

(b) To amend this Declaration, without prior approval of any Owner for the purpose of curing any ambiguity in or any inconsistency between the provisions set forth herein or to amend this Declaration in any respects that do not materially affect the rights of any Owners of Lots previously conveyed.

(C) To include in any contract for sale, deed, or other instrument hereafter made, any additional covenants other than those set forth herein which do not lower the standards of this Declaration, without prior approval of any Owner.

(d) To release, without prior approval of any Owner, any Lot or other portion of the Property from any part of the covenants set forth in this Declaration which have been violated if the Board in its sole discretion,

determines such violation or violations to be minor or insubstantial and to make exceptions, without prior approval of any Owner, to the covenants and restrictions set forth in Articles 2 and 3 hereof if the Board deems such exception to be in the best interest of the Hidden Hills Development.

(e) To approve any amendment to this Declaration which approval shall be required in writing regardless of by whom proposed, and regardless of the number of Owners consenting thereto.

(f) The Association shall have the right, without the prior approval of any Owner, to file an amendment to this Declaration for the purpose of submitting other property to the terms and provisions of this Declaration, and upon such amendment, this Declaration shall apply to such other property as more particularly to be set forth in such amendment. Nothing in this Declaration shall be construed as requiring the Association to amend this Declaration to include such other real property as may be owned by the Association. Such an amendment may be accomplished by filing a statement among the public records of Duval County incorporating such terms, covenants and restrictions of this Declaration as are applicable to the property included within such amendment or by adopting all or part of this Declaration by reference in a deed conveying such other property.

Notwithstanding anything in Paragraph 6.3 to the contrary, no amendment to this Declaration shall affect the rights or lien of any mortgagee without such mortgagee's express consent thereto, and no amendment which would materially conflict with the original intent of this Declaration shall be permitted without the affirmative vote of a two-thirds majority of all Owners.

• 6.4 Enforcement. The Association reserves the right, but shall have no obligation, to enter upon any Lot or Green Area to remove rubbish, signs, structures, plants or other things or to take such other action at the expense of the Owner as the Association deems necessary in order to enforce this Declaration. Such entry, abatement and removal shall not be deemed a trespass or make the Association liable in any respect for any damages on account thereof. The Owner of the Lot shall pay the Association on demand the actual cost of such enforcement plus ten (10%) percent of the cost in performing such service. In the event that such charges under this paragraph shall not be paid on demand, such charges shall bear interest at the maximum legal rate of interest from the date of demand.

The Association may, at its option, bring any action at law against the Owner personally obligated to pay the same, or upon giving the Owner ten (10) days' notice of an intention to file a claim of lien against a Lot and appurtenant Green Area, may file and foreclose such lien. Each Owner hereby grants such lien to the Association. Provided, however, any such lien shall be subordinate and inferior to the lien of any mortgage on such Lot or Lots and appurtenant Green Areas. In addition, the

Association or any Owner shall be entitled to bring actions at law for damages or in equity for injunctions against those so violating or attempting to violate this Declaration for the purpose of curing, correcting, preventing or enjoining any violation or attempted violation of the terms of this Declaration. All costs and expenses, including, but not limited to, attorneys' fees, incurred by the Association to effectuate collection of any charges or incurred by the Association or any Owner to cure, correct, prevent, or enjoin any violation of the terms of this Declaration shall be borne by the Owner violating or attempting to violate this Declaration. All remedies of the Association shall be cumulative to any and all other remedies provided herein or at law or equity. The failure by the Association to bring any action to enforce any provision of this Declaration or to correct any violation of any term or provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Owner or any other party against the Association.

- 6.5 Fines and Penalties. The Board shall be empowered to levy reasonable fines and impose reasonable penalties for violation of the provisions of this Declaration as it may from time to time deem necessary and proper.

7. MISCELLANEOUS.

- 7.1 Rights of Mortgagees. Notwithstanding anything in this Declaration to the contrary, the lien of the Association for charges incurred in enforcing this Declaration shall be subordinate and inferior to the lien of any mortgage on any Lot and appurtenant Green Area recorded prior to the recording of a claim of lien by the Association. In addition, any mortgagee holding a mortgage lien on a Lot and appurtenant Green Area who acquired title thereto as a result of foreclosure or by deed in lieu of foreclosure or any party who purchases same at a foreclosure sale shall not be liable for the charges pertaining to such Lot and Green Area which are chargeable to the former Owner and which became due prior to such acquisition of title.

- 7.2 Term. The terms and provisions of this Declaration shall run with the title to the Property and any part thereof and unless otherwise altered or terminated by the Association in accordance with the terms and provisions herein contained, shall bind all persons in interest, all Owners and their heirs, legal representatives, successors and assigns until December 31, 2005, at which time this Declaration shall automatically be extended for successive periods of ten (10) years each, unless, by mutual agreement between the Association and Owners of a majority in number of the Lots, at or prior to the end of the initial term or any successive period of ten (10) years, this Declaration shall be amended, changed or terminated in whole or in part. Provided that the obligations imposed under Article 5 hereof may not be terminated until maintenance of common areas and Roadways has been assumed by the governmental entity or agency having jurisdiction.

- 7.3 Disclaimer. The Association shall not be liable to any Owner or other person or firm for any loss, damage, claim, expense, personal injury, death or property damage arising from any cause whatsoever, including but not limited to the sole negligence of the Association or its employees, agents or representatives, or the provision of, failure to provide, or negligence in providing security, maintenance, repairs or other services by the Association or its employees, agents, or representatives.
- 7.4 Invalidity of Part. The invalidation of any one of the terms or provisions of this Declaration by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect.
- 7.5 Headings. The paragraph headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 7.6 Evidence of Approval. Whenever approval by the Association is required in this Declaration, same shall mean approval of the Board, which approval shall be evidenced by a certificate or other writing signed by an officer. Approval by the Board shall be sufficient if evidenced by a certificate or other writing signed by an officer of the Association certifying that approval of a majority of Board members has been obtained.
- 7.7 Assignment. The Association shall have the sole and exclusive right at any time and from time to time to transfer and assign any or all rights, powers, privileges, authorities and reservations it may have under any part or paragraph of this Declaration to such other person or entity as the Association shall elect. No such assignment shall require the consent of any Owner and in the event any such right is assigned, the Assignee shall assume all obligations of the Association so assigned and the Association, its officers and directors shall thereupon be relieved of any and all obligation or liability with respect thereto.

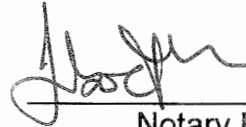
IN WITNESS WHEREOF, The Hidden Hills Community Association, Inc. has caused this instrument to be executed by its proper officer and the corporate seal affixed as of the day and year first above written.

HIDDEN HILLS COMMUNITY ASSOCIATION, INC.,
a Florida not-for-profit corporation

BY: Francis Powell
Its President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of MONTH, MARCH 2013 by Frances Powell, as President of HIDDEN COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation. She is personally known or me or has produced Florida Driver license as identification.



Notary Public, State of Florida



Print Date:
3/7/2013 11:49:54 AM

Transaction #: **2265299**
 Receipt #: **2199223**
 Cashier Date: **3/7/2013**
11:49:51 AM
 (RDILLOW)

Ronnie Fussell
 Clerk Circuit Court
 Duval County
 501 West Adams St RM 1051
 Jacksonville, FL 32202
 (904) 255-2000

Customer Information	Transaction Information	Payment Summary
() JUAN	Date Received: 03/07/2013 Source Code: MAIN OFFICE Q Code: MAIN OFFICE Return Code: Over the Counter Trans Type: Recording Agent Ref Num:	Total Fees \$656.00 Total Payments \$656.00

1 Payments	
CHECK 401134	\$656.00

1 Recorded Items		
(DEC/CON) CONDOMINIUM DECLARATION	BK/PG: 16280/1807 CFN: 2013059018 Date: 3/7/2013 11:49:36 AM From: HIDDEN HILLS COMM ASSN INC To: DECLEARTION	
INDEXING	2	\$0.00
RECORDING	77	\$656.00

0 Search Items

0 Miscellaneous Items