

78 42360

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

HIDDEN LANDING

THIS DECLARATION; made this 23rd day of February, 1978,
by HIDDEN LANDING DEVELOPMENT COMPANY, A FLORIDA CORPORATION, hereinafter
called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Exhibit
A of this Declaration and desires to create thereon a planned community with
permanent parks, playgrounds, open spaces, and other community facilities for
the benefit of the said community; and with plan of housing types; and

WHEREAS, Declarant desires to provide for the preservation and enhancement
of the property values, amenities and opportunities in said community and for
the maintenance of the Properties and improvements thereon, and to this end
desires to subject the real property described in Exhibit A together with such
additions as may hereafter be made thereto (as provided in Article II) to the
covenants, restrictions, easements, charges and liens hereinafter set forth,
each and all of which is and are for the benefit of said property and each
owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation
of the values and amenities in said community, to create an agency to which
should be delegated and assigned the powers of owning, maintaining and admin-
istering the community properties and facilities and administering and enforcing
the covenants and restrictions and collecting and disbursing the assessments
and charges hereinafter created, and promoting the recreation,
and welfare of the residents; and

WHEREAS, Declarant has incorporated under the laws of the State of

his instrument Florida the Hidden Landing Homeowners Association, Inc., as a non-profit
prepared by and
return to: corporation for the purpose of exercising the functions aforesaid;

Robert L. Smith NOW THEREFORE, the Declarant declares that the real property described in
Hidden Landing Exhibit A, and such additions thereto as may hereafter be made pursuant to
Development Company, 2101 Article II hereof, is and shall be held, transferred, sold, conveyed and
Federal Hwy. Ft. Lauderdale,
Florida 33304 occupied subject to the covenants, restrictions, easements, charges and liens
(sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire Document, as may from time to time be amended.

Section 2. "Association" shall mean and refer to Hidden Landing Home-owners Association, Inc., its successors and assigns.

Section 3. "Declarant" shall mean and refer to Hidden Landing Development Company, a Florida Corporation, its assigns, or any successor or assign to all or substantially all of its interests in the development of said Properties.

Section 4. "General Plan of Development" shall mean that plan as publicly distributed and as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the Properties, as such may be amended from time to time subject to at least thirty (30) days notice to the Association and approval of the governmental agencies involved.

Section 5. "The Properties" shall mean and refer to all real property described in Exhibit A which becomes subject to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 6. "Common Area" shall mean and refer to those areas of land except road, shown on any recorded plat of the Properties and improvements thereto, which are intended to be devoted to the common use and enjoyment of the Members.

Section 7. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family including detached units, and townhouses.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Properties with the exception of roads and Common Area as heretofore defined. The term shall include a condominium Living Unit if such may occur.

Section 9. "Multifamily Structure" shall mean and refer to a structure with two or more Living Units under one roof, except when such Living Unit is situated upon its own individual Lot as defined herein.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Parcel" shall mean and refer to all platted subdivisions of one or more lots which are subject to the same Declarations.

Section 12. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Declarant, which extends the provisions for such Parcel as are herein required by this Declaration.

Section 13. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors of the Association as same may be from time to time amended.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied and used subject to this Declaration is located in Palm Beach County, Florida and more particularly described in Exhibit A.

Section 2. Additions to Existing Property. Added properties may become subject to this Declaration in the following manner:

(a) Additions by the Declarant. The Declarant, its successors and assigns shall have the right to, without the consent of the owners within ten (10) years from the date of this instrument, bring within the ambit of this Declaration additional properties in future stages of development which are a portion of those lands illustrated in Exhibit A or which are contiguous to the lands illustrated in Exhibit A. Nothing herein shall mean Declarant must develop the additional Properties according to any plan of development.

(b) The additions authorized under subsection (a) shall be made by the filing of a record of one or more Supplementary Declarations of covenants and restrictions with respect to the additional property and by filing with the Association a General Plan of Development for the proposed additions. Unless otherwise stated therein, such General Plan shall not bind the Declarant to make the proposed additions.

(c) Mergers. Upon a merger or consolidation of another association with the Association, its Properties, rights and obligations may, as provided in its Articles of Incorporation, by operation of law be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may by operation of law be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the existing property, except as hereinafter provided. The covenants and restrictions established by this Declaration shall be supplemental to and in addition to any other previously recorded restrictions affecting the Properties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as lessee or as security for the performance of an obligation. All members of the Hidden Landing Homeowner Association, Inc., shall be governed and controlled by the Articles of Incorporation and the By-Laws thereof.

Section 2. Voting Rights. The Association shall have one class of voting membership which shall be all Owners of Lots and each Owner shall be entitled to one (1) vote for each Lot owned.

ARTICLE IV

COMMON AREA

Section 1. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the Common Area.

Section 3. Extent of Members' Easements. The Members' easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area;

(b) the right of the Association to suspend the right of an Owner to use the facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a Member to use the said facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration or the Book of Resolutions;

(c) the right of the Association to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repair to Association land or facilities pursuant to approval of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a two-thirds (2/3) majority of the Members. No such dedication or transfer shall be effective unless an instrument signed by the appropriate Officers of the Association agreeing to such dedication or transfer, has been recorded.

(c) The Association may not alienate in any way or form the Common Areas and amenities thereon without the prior approval of all holders of outstanding first mortgages or deeds to secure debt against any and all property or properties that are governed by these Declarations or amendments thereto; provided, however, this provision shall not be applicable for easements for utilities, sewer, storm and sanitary, or road right-of-way.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his guests, his tenants, or contract purchasers who reside on the property, subject to such general regulations as may be established from time to time by the Association, and included within the Book of Resolutions.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following: (1) annual general assessments or charges, (2) special assessments for capital improvements and (3) annual or special parcel assessments or charges, such assessments to be established and collected as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. All liens created under this Declaration may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property.

Section 2. General Assessment.

(a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties including the purchase of group services such as insurance, utilities, trash collection and the like, and in particular for the improvement, maintenance and operation of the Common Area and facilities.

(b) Basis for Assessment.

(1) Residential Lots: Each Living

Unit which is certified for occupancy and each unimproved Lot which has been conveyed to an Owner shall be assessed at a uniform rate. For the purpose of assessment, the term "Owner" shall exclude the Declarant, its assigns, or other person or entity who acquires a Lot for the purpose of constructing improvements thereon for resale to an Owner.

(2) Declarant - Owned Lots. To the extent the Declarant owns lots which have been certified for occupancy, such lots shall be assessed as provided above.

(c) Method of Assessment. By a vote of two-thirds (2/3) of the directors, the Board of Directors of the Association shall fix the annual assessment upon the basis provided above, provided, however, that the annual assessments shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the date(s) such assessments shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly, or semi-annual installments; provided however that upon default in the payment of any one or more installments the entire assessment may be accelerated at the option of the Board and be declared due and payable in full.

Section 3. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, providing that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a special meeting duly called for that purpose. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 4. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase money security deed or security deed representing a first lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve

such lot from liability for any assessments thereafter becoming due or from the lien thereof. All holders of first mortgages on Lots in the Properties may, upon written request to the Association: (a) receive timely written notice of meetings of the Association; (b) inspect the financial records and similar documents at reasonable intervals during the normal business hours; (c) receive written notice of any form of condemnation, termination, abandonment, or any material amendment to the Declaration, By-Laws, or Articles of Incorporation; and (d) receive timely written notice of any substantial damage or destruction to the Common Area and/or amenities. Notwithstanding any provisions herein, no land or improvements devoted to and used for dwelling use shall be exempt from said assessments, charges, or liens except those unoccupied units held by Declarant for sale to owners.

Section 5. Annual Budget. By a two-thirds (2/3) vote of the Directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplementary Declarations will be met.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board (hereinafter referred to as the "ARB") consisting of three (3) or more persons shall be appointed by the Board of Directors of the Association.

Section 2. Purpose. The ARB shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner so as to, in Declarant's sole judgment, best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. Nothing herein shall give the ARB authority to regulate, control or determine external design, appearance, use or location of Parcels under development, to be developed, or dwellings under construction, or to be constructed or marketed or sold by the Declarant, his successors or assigns.

Section 3. Conditions.

(a) No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the ARB, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, or improved, altered, made or done, nor any color thereof changed without the prior written approval of the ARB.

(b) No temporary house, and no temporary or permanent storage building, shack, mobile home, tent, barn or other out-building shall be erected or placed upon said lots to be used for residential purposes. Said lots shall be used for single family residence purposes only and shall not be further subdivided. No streets, roads or driveways shall be opened through said lots to serve adjoining property except as might have been previously provided for by plat or survey duly recorded or as might hereinafter be specified except as approved in writing by the ARB as hereinafter described.

(c) No clearing, grading, building, fence or other structure shall be erected, placed or altered on any lot or parcel until the proposed building plans, specifications, exterior color and/or finish, plot plan showing the proposed location of such buildings or structure, drives and parking areas, and construction schedule shall have been approved in writing by the ARB, its successors or assigns. Refusal or approval of plans, location or specifications may be based by the ARB upon any reason, including purely aesthetic conditions, which in the sole discretion of the ARB shall be deemed sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the ARB. One (1) copy of all plans and related data shall be furnished to the ARB for its records.

(d) Whenever buildings erected on any lot or parcel are constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry block units, the entire surface of such blocks exposed above finish grade shall be veneered with brick, natural stone, stucco approved by the ARB or other material approved by the ARB.

(e) No lot or parcel of land shall be used as a dumping ground for rubbish, trash, or garbage; nor shall any lot or parcel be used for the keeping or breeding of livestock animals or poultry of any kind, except that a maximum of two (2) household pets may be kept, provided they are not kept for breeding or maintained for any commercial purpose. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done, thereon which may be or may become an annoyance to the neighborhood. Garbage and trash containers shall be contained within an enclosure, except as may be actually required for collection purposes. The design and material of said enclosure shall be in keeping with the general appearance of the house and its design shall be approved by the ARB.

(f) No fence, wall, hedge or shrub planting shall be permitted on any lot, except as may be approved by the ARB.

(g) No advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, or parcel except after written permission of the ARB, its successors or assigns, is obtained. A sign may be used to advertise the property for sale or rent, provided prior approval is obtained from the ARB. The ARB shall be authorized to withhold its approval or consent until being furnished information as to the size, style, and color of any proposed sign permitted hereunder.

(h) Owners and occupants of units shall not as a matter of course park owned or controlled vehicles on adjacent roads and streets or otherwise than in garage space or off-street parking. Boats, campers, recreational vehicles, trucks of any nature (including vans and pick-up trucks), trailers, motorcycles shall be garaged and not parked on the lots, streets, common areas or elsewhere within the development.

Section 4. Enforcement.

(a) The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the herein described properties. Enforcement of these covenants and restrictions shall be by the Association by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any lot to enforce any lien created hereby; and the failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

(c) The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, the ARB or its authorized agents or successors and assigns may, after ten (10) days notice to such owner, enter upon such lot and have the grass, woods, and other vegetation cut, debris removed, when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed therefrom. Such owner shall be personally liable to the ARB for the cost of any cutting, removing of debris, clearing and maintenance described above and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by ARB by any appropriate proceeding at law or in equity. All costs incurred by the ARB on behalf of such owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give the ARB or its designated committee, or its successors and assigns, the right to enter upon any such lot and perform the work required. Entry for the purpose of performing the work required shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday. Said permanent charge and lien shall be subordinate to the lien of any first mortgage and shall be foreclosable as provided in Section V. 1.

(d) Invalidation of any one of these covenants by judgment or court orders shall in no way affect any of the other provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by Declarant in deeds of conveyance as provided above, and Declarant shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

(e) The failure of the ARB to insist on any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such term, covenants, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the ARB of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the ARB.

(f) Zoning regulations applicable to property subject to this declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this declaration, the more restrictive provisions shall apply.

Section 5. Procedures. In the event the ARB fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse ARB decision to the Board of Directors who may reverse or modify such decision by a two-thirds (2/3) vote of the directors.

ARTICLE VII

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit to a single family, subject to all of the provisions of the Declaration.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or its occupants.

(c) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) Other Restrictions. The ARB shall adopt general rules to implement the purposes set forth in Article VI, Section 2 and interpret the covenants in this Section, including but not limited to rules to regulate animals, antennas, signs, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the Properties. Such general rules may be amended by a two-thirds (2/3) vote of the ARB, following a public hearing for which due notice has been provided, and pursuant to an affirmative vote of two-thirds (2/3) of the Board of Directors. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and recorded in the public land records. The rules of the ARB shall not contravene any provision of these Declarations or of any other recorded declarations superior in time to these Declarations.

(e) Exceptions. The ARB may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures and subject to other recorded declarations superior in time to these declarations.

Section 2. Maintenance of Property. To the extent that exterior maintenance is not provided for in any other Declaration, each Owner shall keep all Lots owned by him, and all improvements thereon, in good order and repair and free of debris, including, but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds (2/3) vote of the

Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

Section 3. Utility Easements. There is hereby created an easement upon, across, over, through and under the above described premises for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable, or communication lines and systems for those utilities initially installed by the Declarant. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

Section 4. Declarant's Easement to Correct Drainage. For a period of five (5) years from the date of conveyance of the first Lot in a Parcel, the Declarant reserves a blanket easement and right on, over and under the ground within that Parcel to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

Section 5. Encroachments. In the event any portion of the Common Area encroaches upon any Unit or any unit encroaches on the Common Area as a result of construction, reconstruction, or repair, shifting, settlement or movement of any portion of The Properties, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

Section 6. Party Walls, and Roofs. In the event that any party wall, party fence or roof is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(1) through the act of an Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise

culpable), it shall be the obligation of such Owner to rebuild and repair the party wall, fence or roof without cost to the other adjoining Lot Owner or owners.

(2) other than by the act of an adjoining Owner, his agents, guests or family, it shall be the obligation of all Owners whose lots adjoin such wall, fence or roof to rebuild and repair such wall, fence or roof at their joint and equal expense.

Section 7. Insurance. Owners of Lots in this Parcel shall obtain fire, extended coverage and liability insurance to the full replacement value of all buildings constructed on such Owner's Lot.

ARTICLE VIII

WELLINGTON PROPERTY OWNER'S ASSOCIATION

Section 1. Membership. Any Owner of a unit within the area covered by this Declaration shall become a member of First Wellington, Inc. (Wellington Owners' Association), a Florida corporation not for profit, and shall be entitled to all incidentals of membership in said Wellington Owners' Association, and Owner and his Unit shall be burdened by all obligations and responsibilities of membership in the Wellington Owners' Association.

In accordance with the Declaration of Restrictions dated February 17, 1975 recorded in Official Record Book 2409 Page 634 of the Public Records of Palm Beach County, Florida (the "Prior Declarations"). This Declaration and the Association shall be subordinate to the terms of the Prior Declaration and the Wellington Owner's Association to the extent that no authority derived hereunder shall be deemed to negate, supercede, contravene or otherwise limit the authority granted in the Prior Declaration.

ARTICLE IX

GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. This Declaration may be amended at any time by an Instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 3. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Liability. The Declarants, their assignees and nominees shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of these Protective Restrictions by any person or entity other than themselves.

IN WITNESS WHEREOF, HIDDEN LANDING DEVELOPMENT COMPANY, INC. has caused this declaration to be executed in its name by its officer duly authorized with the corporate seal affixed on the day and year first above written.



HIDDEN LANDING DEVELOPMENT COMPANY

By:

Robert L. Smith, Secretary

D. G. Quinlan, President

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert L. Smith and D. G. Quinlan, as Secretary and Vice President respectively, of HIDDEN LANDING DEVELOPMENT COMPANY, a Florida corporation, and acknowledged before me that they executed the same on behalf of the corporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid said this 23rd day of February 1978.

(NOTARIAL SEAL)

Notary Public

My Commission expires:

PALM OFF BEACH REC 2829 PAGE 1808

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 24, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

I.C.O.F.
 Job No. 75-20
 By: MGB Ck: CAS
 January 16, 1975

AIA CHE & JENSOY...

DESCRIPTION

DUPLEX - PATIO HOMESITE PARCEL
IN SECTION 3-44-41 - WELLINGTON

A tract of land lying and being in part of Section 3, Township 44 South, Range 41 East, Palm Beach County, Florida, and more particularly described as follows:

Commencing at the Southwest corner of said Section 3; thence South 89° 39' 42" East (for convenience all bearings shown herein are referred to an assumed meridian) along the South line of Section 3, a distance of 605.01 feet to a point on the East Right of Way line of Canal C-7; thence North 01° 10' 33" East along said East Right of Way line, a distance of 1089.20 feet to the POINT OF BEGINNING of the hereinafter described tract; thence continue North 01° 10' 33" East, a distance of 200 feet; thence South 88° 49' 27" East, a distance of 311.23 feet; thence North 67° 55' 21" East, a distance of 449.37 feet to a point on the West Right-of Way line of Forest Hill Boulevard; said point being on the arc of a curve concave to the Southwest having a radius of 5090.43 feet and a central angle of 08° 55' 15" and whose tangent at this point bears North 23° 39' 13" West; thence Southeasterly along said Westerly Right of Way line and said curve, a distance of 792.57 feet; thence South 75° 49' 49" West along the Northerly Right of Way line of Canal C-13, making an angle with the tangent to the

1 of 2

Exhibit A

RECORDER'S MEMO: Legibility
 of Writing, Typing or Printing
 unsatisfactory in this document
 when received.

PALM BEACH REC 2829 PAGE 1809

I.C.O.F.
Job No. 75-20
By: MGB Chk: CAS
January 16, 1975

CEE & JENSON

Last described curve, measured from Northwest to Southwest of 89° 26' 14", a distance of 133.31 feet to the beginning of a curve concave to the Northeast having a radius of 175 feet and a central angle of 67° 15' 48"; thence Southwesterly, Westerly and Northwesterly along the arc of said curve, a distance of 205.44 feet; thence North 36° 54' 24" West along the tangent to said curve, a distance of 30.90 feet to the beginning of a curve concave to the Southwest having a radius of 430 feet and a central angle of 51° 55' 03"; thence Northwesterly and Westerly along the arc of said curve, a distance of 389.64 feet; thence North 88° 49' 27" West along the tangent to said curve, a distance of 180 feet to the beginning of a curve concave to the Northeast having a radius of 150 feet and a central angle of 90° 00' 00"; thence Westerly, Northwesterly and Northerly along the arc of said curve, a distance of 235.62 feet to the POINT OF BEGINNING.

Containing 9.897 Acres, more or less.

2 of 2

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

Record Verified
Palm Beach County, Fla
John B. Dunkle
Clerk Circuit Court

PALM OFF
BEACH REC 2829 PAGE 1810

AMENDMENT NO. 1

TO

THE DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

HIDDEN LANDING

WHEREAS, HIDDEN LANDING DEVELOPMENT COMPANY, A FLORIDA CORPORATION, as "Declarant" caused to be recorded the Declaration of Covenants and Restrictions for Hidden Landing in Official Record Book 2829, page 1793, Public Records of Palm Beach County, Florida; and

WHEREAS, Article IX, Section 2, AMENDMENT, provides that the Declaration may be amended at anytime by an instrument signed by not less than seventy-five percent (75%) of the owners, said amendment to be recorded, and

WHEREAS, HIDDEN LANDING DEVELOPMENT COMPANY remains the sole owner of all property subject to this Declaration.

NOW, THEREFORE, in order to reflect a change in the Declaration of Covenants and Restrictions for Hidden Landing, on the public records, said corporation hereby certifies, under the hands of its President and Secretary, that said Declaration has been amended as follows:

Article VII, USE OF PROPERTY, Section 6, Party Walls, and Roofs, is amended by adding the following two (2) subsections:

(3) In the event any portion of a party wall creates an encroachment of one unit upon any other unit as the result of construction, reconstruction, or repair, shifting, settlement or movement of any portion of The Properties, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

(4) Minor deviations in wall locations shall be deemed to be inconsequential.

Except as to these specific amendments, the Declaration of Covenants and Restrictions for Hidden Landing shall remain unchanged.

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