

EXHIBIT A

**THIRD AMENDED AND RESTATED
STATEMENT OF COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS
OF THE HIDDEN LAKE SECTION
OF CAROLINA TRACE SUBDIVISION**

1. **DEFINITIONS**

As used herein,

- a. Property Owners Association shall mean and refer to Hidden Lake Property Owners Association, Inc., its successors, and assigns.
- b. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of Hidden Lake, but excluding those having such interest merely as security for the performance of an obligation.
- c. Common Area shall mean all real property and improvements thereon owned by the Property Owners Association for the common use and enjoyment of the Owners.
- d. Developed Lot shall mean a lot upon which construction of a house has commenced. Construction shall be deemed to have commenced on the date on which the lot is cleared.
- e. Undeveloped Lot shall mean a lot that is not a developed lot.
- f. Completed House shall mean a house for which the appropriate authorities in Lee County have granted a Certificate of Occupancy.

2. **EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as appear on record in the Lee County Public Registry. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installations, and maintenance of utilities or which may change the direction or flow of drainage, or which may obstruct or retard the flow of water.

3. **PROPERTY OWNERS ASSOCIATION**

- a. The Property Owners Association operates as a non-profit corporation and shall be governed by its published By-laws. The purposes of the Property Owners Association are to own, manage, maintain, and operate the common areas and improvements located upon the common areas and to enforce the Covenants, Conditions, Reservations, and Restrictions contained in this Statement and the By-laws of the Property Owners Association.
- b. Every owner of any lot in Hidden Lake shall be a member of the Property Owners Association.
- c. The Property Owners Association shall have one class of voting membership. Voting members shall be all those members who hold title to a lot in Hidden Lake; however, only those members who have performed all acts necessary to remain in good and current standing including payment in full of all assessments, are eligible to vote as voting members. When more than one person holds such interest in any one lot, all such persons shall be members and shall be entitled to only one vote which the joint owners shall exercise as they among themselves determine, the result being one vote per lot on all voting matters. Members who are not in good standing and who are themselves ineligible to vote shall not be allowed to cast proxy votes of another member or members whether such other member is in good standing or not.
- d. Every owner shall have a right and easement of enjoyment in and to the common areas shown on the Map of Carolina Trace, South Shore Hidden Lake and such easement shall be appurtenant to and shall pass with the title to every lot subject to the right of the Property Owners Association to impose regulations for the use and enjoyment of the common areas and improvements thereon, which regulations may further restrict the use of the common areas.

4. **ASSESSMENTS**

- a. Creation of the Lien and Personal Obligation of Assessments. Each owner, by acceptance of a deed or conveyance of a lot within Hidden Lake, whether or not it shall be expressed in any such deed or conveyance, covenants and agrees to be bound by these covenants and to pay to the Property Owners Association:
 - i. Annual assessments or charges as provided herein by this Statement or the Bylaws of the Property Owners Association, and

- ii. Special assessments to be fixed, established and collected from time to time as hereinafter provided by this Statement or the Bylaws of the Property Owners Association.

The annual and special assessments, together with interest, costs of collection thereof, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Further, such annual and special assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time the assessment comes due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them. To recover past due assessments, the Property Owners Association may bring an action at law against the owner personally obligated to pay the same or in the alternative or in addition may pursue an action in remedy to foreclose the lien against the property.

- b. Purpose of Assessments. The annual assessment shall be for the purpose of promoting the recreation, health, safety and welfare of property owners and in particular for the improvement, operation and maintenance of facilities and services relating to the common areas, including but not limited to the payment of taxes on the common areas, insurance thereon, maintaining landscaping and repairing roads and walkways and like common areas and facilities in Hidden Lake, providing pest control when needed, and, in general, providing those services for the use and benefit of the owners and those services important to the development and preservation of an attractive community appearance and for the privacy and general safety of all home sites within Hidden Lake.
- c. Annual Assessment Amount. Annual assessments will be rendered to each lot owner by the Property Owners Association. Developed lots shall be assessed more than undeveloped lots.

The annual assessments provided for herein shall be on a calendar year basis and shall commence at the time each lot is conveyed to a property owner. Annual assessments shall be payable in advance and shall be adjusted where ownership is acquired during the year according to the number of days remaining in the calendar year. The annual assessment shall become due and payable as provided by the Board of Directors of the Property Owners Association

The amount of the annual assessment shall be \$720 for each developed lot and \$360 for each undeveloped lot for the 2018 fiscal year. The amount and basis of such annual assessment may be changed for any

fiscal year, provided that any change shall have the assent of a majority of the members of the Property Owners Association in attendance, whether in person or by proxy, at a meeting duly called for such purpose, said meeting to be subject to the notice and quorum requirements set out below. The amount of the annual assessment may not be changed by greater than a ten percent (10%) increase or decrease for any year.

If a home is built on two or more lots then the property owners will be assessed for one developed lot and the balance of lots affected will be assessed as undeveloped lots.

Written notice of a meeting for the purpose of membership approval for changing the annual assessment shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. At the first such meeting called, members or proxies entitled to cast at least ten percent (10%) of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at such first meeting, another meeting may be called subject to the notice requirements set forth herein, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

- d. Special Assessments. In addition to the annual assessments authorized herein, the property Owners Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the costs of any construction or reconstruction; unexpected repair or replacement of a capital improvement upon the common areas.

Any such assessment shall have the assent of majority of the votes of all voting members who are voting in person or by proxy at a meeting duly called for such purpose.

Written notice of such meeting shall be sent to all members at least thirty days in advance and shall set forth the purpose of the meeting. At the first such meeting, the members or their proxies entitled to cast ten percent (10%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at such first meeting, another meeting may be called subject to the notice requirements set forth herein and the required quorum shall be one-half (1/2) of the required quorum at the preceding meeting.

Furthermore, special assessments may be assessed against specific lots and owners by the Board of Directors of the Property Owners

Association in the event the owner of a lot fails to comply with any restrictions and covenants provided in this Statement and the Bylaws of the Property Owners Association whereby the Property Owners Association may perform such tasks or remedy such matter and levy the cost of such performance against the owner of such lot and the lot as a special assessment.

- e. Emergency Assessments. The Board of Directors of the Property Owners Association shall have the authority, without obtaining the approval of the members, to levy emergency assessments for the sole purpose of cleaning up from, or repairing damages caused by, a snow storm, ice storm, tornado, hurricane, or other similar natural occurrence. Such emergency assessment shall be in addition to annual and special assessments. Emergency assessments must be levied against each lot on an equal basis (not to exceed \$100 in any one year) based on the cost of the cleanup or repairs that is not covered by reserves or cash on hand. However, the Association may exclude from this calculation reserves or cash on hand that are necessary for payments which the Association is required to make by contract or agreement including, but not limited to, the quarterly payments to the Carolina Trace Association.
- f. Membership Roster. The Property Owners Association shall prepare and maintain a roster of all members and assessments applicable thereto. Such membership roster shall be accessible to all members of the Property Owners Association and their representatives during normal business hours.
- g. Priority of Assessment Lien. The lien of the assessments provided for in this section shall be prior to and superior to all other liens except only:
 - i. Ad valorem taxes.
 - ii. All sums unpaid on a first mortgage or deed of trust to secure debt of record that is recorded prior to recordation of the lien of assessments. The sale or transfer of any lot shall not affect the assessments lien; provided, however, that the sale or transfer of any lot pursuant to the foreclosure of a mortgage thereon shall extinguish the lien of such assessment as to the payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.
- h. Property Exempt from Assessment Liens. There shall be exempted from the charge and liens created herein all lots on which there is any easement or dedication to any public authority which renders the subject lot unbuildable and all other common areas.

5. ARCHITECTUAL CONTROL

The Architectural Committee (“AC”) shall control the architecture of Hidden Lake houses (with respect to original construction as well as to all exterior changes, modifications and additions thereto), other above ground structures and any other improvements to and on each of the lots subject to these protective covenants in the following manner:

- a. The AC shall be composed of four (4) members appointed by the Board of Directors of the Property Owners Association (“the Board”). To be eligible for appointment to the AC, an Owner must be in good standing and must have owned property and resided in Hidden Lake for at least the 6 months immediately prior to the appointment. An AC member must, at all times, be an Owner who resides in Hidden Lake.
- b. When appointing AC members, the Board shall first solicit nominations from the members of the Property Owners Association. However, the Board is not limited to the nominations, if any, from the Property Owners Association when appointing the members of the AC. The Board, in its discretion, may appoint any qualified Owner to the AC with the consent of said member. AC members shall serve a term of four (4) years. An AC member may be reappointed.
- c. An AC member may be removed prior to the expiration of his/her term upon the vote of five (5) members of the Board. The AC member shall be entitled to receive notice and have an opportunity to be heard prior to the removal vote. In the event of a vacancy on the AC, however created, the Board shall appoint a qualified Owner to fill the vacancy in the manner set out above. This appointment shall be for a four (4) year term.
- d. Members of the AC shall not be entitled to any compensation for services performed pursuant to the covenants herein.
- e. No site preparation or construction, erection or installation of any exterior improvements including but not limited to, houses, garages, carports, buildings, fences, antennas, satellite dishes (over one meter in diameter) or mail boxes, shall be commenced, erected or placed on any lot, nor shall any alterations or additions to same be made, until the completed plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and location with respect to topography and finished ground elevation, and other specifics thereof, shall have been submitted to, and approved in writing by the AC. The plans and specifications must be submitted to the AC in writing and shall show, with specificity, the nature, kind, shape, height, materials, basic exterior finishes and colors, location,

floor plan, landscaping plan, drainage plan and the front, side and rear elevations of the original construction, other above ground structure or improvement. In addition, the plans and specifications shall show the name of the builder. The AC shall have the authority to establish the specific requirements necessary for said plans to be approved and shall submit these requirements to the Board for approval. Once approved by the Board, these requirements shall be considered incorporated herein by reference. All the above provisions also apply to any exterior change, modification, addition or alteration to any original construction, other above ground structure or improvement on any lot. There is specifically reserved unto the AC the right of entry and inspection upon any lot for the purpose of determining whether the work being undertaken conforms to the approved plans and specifications, is in good and workmanlike manner, and is of good quality materials.

- f. The AC shall have exclusive jurisdiction, subject to the right of appeal set forth below, to approve or disapprove plans and specifications submitted to it. In approving or disapproving plans and specifications submitted to it, the AC shall consider the conformity and harmony of the external design, colors and materials of the original construction, other above ground structure or improvement with the existing standards of the neighborhood and to that of existing structures in the immediate area. In addition, the AC shall consider the plans and specifications with respect to the natural features of the lot including Lake Trace (if applicable) and the Hidden Lake Pond (if applicable) as well as with respect to the lot lines. At least three (3) members of the AC shall consider and vote whether to approve or disapprove each of the plans and specifications submitted to it. A tie vote shall result in disapproval of the plans and specifications. All decisions of the AC shall be in writing and, if the decision is for disapproval, the reasons for disapproval shall be stated with specificity in writing. If the decision of the AC is for disapproval, the Owner shall have the right to appeal that decision to the Board for a final determination. Said appeal must be received by the Board within 30 days of the date the Owner is notified of disapproval by the AC. In the event the AC shall fail to specifically approve or disapprove any plans and specifications submitted in final, accurate and complete form within sixty (60) days after its receipt thereof, such complete plans and specifications shall be deemed approved. All the above provisions also apply to any exterior change, modification, addition or alteration to any original construction, other above ground structure or improvement on any lot.
- g. The enclosed heated living area (exclusive of garages, carports, porches, terraces, privacy yards, bulk storage and basements) of houses on lots acquired before August 15, 2000 shall be at least 1,200 square feet of living area covering a footprint of at least 1,200 square feet. The enclosed heated living area (exclusive of garages, carports, porches, terraces,

privacy yards, bulk storage and basements) of houses on lots acquired after August 15, 2000 shall be at least 1,500 square feet of living area covering a footprint of at least 1,200 square feet. Before any house may be occupied, it must be certified by the AC as being in compliance with the plans and specifications as approved by the AC. Such approval will not be unreasonably withheld. In addition, the owner must have been granted a Certificate of Occupancy by the appropriate government authorities.

- h. Appurtenant private structures including, but not limited to, detached garages, detached carports, swimming pools (above or below ground) and storage buildings, will be permitted only upon written approval of the AC.
- i. Any builder or contractor who desires to construct anything for which plans are required to be submitted to the AC pursuant to paragraph (b) must, before beginning construction, be approved by the AC as to financial stability, building experience and ability to build homes or other structures of the class and type of those which are to be built on the lot subject to these provisions. All approvals or disapprovals of builders and contractors by the AC will be in writing and, if the decision is for disapproval, the reasons for disapproval shall be stated with specificity in writing. If the decision of the AC is for disapproval, the builder or contractor shall have the right to appeal that decision to the Board for a final determination. Said appeal must be received by the Board within 30 days of the date of the notification to the builder or contractor of disapproval by the AC. No Owner will be permitted to act as his own builder or contractor without the written approval of the AC.
- j. Ownership and control of all docks on Lake Trace is vested with the Property Owners Association and Carolina Trace Country Club. Dock construction and usage is a privilege granted by the Property Owners Association under the following terms and conditions: Owners of lots fronting common shoreline property of Lake Trace who have a completed house on the lot, or on an immediately adjacent lot, or who have had plans for a house on said lot or on an immediately adjacent lot approved, may apply to the AC for permission to construct a boat dock on Lake Trace. Docks shall not be placed on an undeveloped lot except as noted above. Such application for a boat dock shall suggest a site, contain a detailed drawing of the proposed dock, list the materials to be used for constructing the dock and name the builder or contractor who will build the dock. It shall be the duty of the AC to first consult adjacent property owners regarding the proposed dock. The AC shall then evaluate the request considering need, aesthetics, proximity to the completed house or proposed house, access to the lot and the impact of the dock on Hidden Lake property. The AC shall then approve or disapprove the request for the construction of a dock. All approvals or disapprovals will be in writing and, if the decision is for disapproval, the reasons for disapproval shall be

stated with specificity in writing. If the decision of the AC is for disapproval, the Owner shall have the right to appeal that decision to the Board for a final determination. Said appeal must be received by the Board within thirty (30) days of the date of notification to the Owner of the disapproval by the AC. If the AC approves the request, it shall be the duty of the Owner to gain permission for the dock from the Carolina Trace Country Club and/or any other entity with an ownership interest in Lake Trace. Owners who have constructed a dock or who have been granted the use of a dock from a previous lot owner shall have the right to assign use of the dock to the successive owner of their lot. Upkeep, appearance and liability shall be the responsibility of the user of the dock. Failure to maintain the dock in an acceptable level of repair and appearance may be cause for revocation of the privilege to have use of the dock and may result in the Property Owners Association removing the dock at the Owner's expense. Revocation of an Owner's privilege to use a dock and/or removal of the dock may only be done by the Board after providing notice and an opportunity to be heard to the Owner. Only one boat in a state of good repair and fully operational may be tied to a dock unless the Property Owners Association, in writing, gives permission to tie additional boats. No private docks are permitted on Hidden Lake, also known as "the Pond".

6. CONSTRUCTION AGREEMENT

- a. Any Owner who desires to construct a house, carport, garage, playhouse, outbuilding, fence, wall or other above ground structure, or to make any additions or alterations thereto, shall execute a "Construction Agreement" with the Property Owners Association to insure compliance with the provisions of these covenants and, in addition, to hold harmless the Property Owners Association for any and all damage to the roads and/or to the grounds and facilities designated as Hidden Lake common areas which proximately results from the construction on said Owner's lot.
- b. In addition to executing the Construction Agreement, the Owner shall be required to post a refundable Construction Bond in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) for the purpose of insuring compliance with the provisions of these covenants during construction and for securing the Owner's obligation to repair any damage to the roads and/or common areas of Hidden Lake as a result of the construction on said Owner's lot. To that end, the Architectural Committee shall inspect each lot before, during and after construction to determine that construction has been conducted and completed in compliance with these covenants. The Hidden Lake Roads, Grounds and Beautification Committee ("Roads Committee") shall inspect the roads and/or common areas before, during and after construction to determine if the construction activities have damaged these areas.

- c. The Owner may apply to the Architectural Committee for a final inspection and certification upon the issuance of a Certificate of Occupancy or, in the case of construction other than a residence, upon the contractor's Certificate of Completion for the construction commenced upon the lot. The Architectural Committee shall complete its final inspection and make its report within thirty (30) days.
- d. If the Architectural Committee determines that construction has been conducted and/or completed in compliance with these covenants and the Roads Committee determines that no damage has occurred to the roads and/or common areas, the Owner's Construction Bond shall be promptly refunded to the Owner. If the Architectural Committee determines that construction has not been conducted and/or completed in compliance with these covenants or the Roads Committee determines that damages have occurred to the roads and/or common areas, the Architectural Committee shall notify the Owner of such noncompliance and/or damage. The Owner shall cause such noncompliance to be cured and/or such damage to be repaired within thirty (30) days or forfeit the amount of the Construction Bond necessary to correct the noncompliance and/or repair the damages indicated.
- e. The wording of the "Construction Agreement" shall be in the discretion of the Board of Directors of the Property Owners Association ("the Board") provided that said wording shall be consistent with, and designed to implement, the purposes set out above. The wording of the "Construction Agreement" must be approved by the Board.
- f. The Board shall have the authority to increase the maximum amount of the Construction Bond. However, the increase shall not exceed twenty-five percent (25%) in any one year.
- g. The "Construction Agreement" as approved by the Board is attached to this document as "Exhibit 1" and is fully incorporated herein by reference and shall be filed and recorded in the same manner as this document.

7. BUILDING LOCATION

No building of any kind, including garages, shall be located on any building site less than thirty (30) feet from the front lot line, and no building shall be located less than ten (10) feet from any side lot line, or less than twenty (20) feet from the maintenance easement line of any lake, or less than twenty (20) feet from any rear lot line, except if building setback lines so indicate on the recorded plat, or with the prior written approval of the Board of Directors of the Property Owners Association, which written approval

shall be recorded in the Office of the Register of Deeds of Lee County at the expense of the requesting property owner.

8. LAND USE; RENTALS

No lot shall be used except for single family residential purposes. No group homes, houses of detention, reform schools, asylums, or any institutions of like character shall be permitted.

Owners shall insure that the following language is made a part of any rental agreement for property in Hidden Lake: "The lot on which this house is located is subject to restrictive covenants, a copy of which you, by your signature below, acknowledge having received. You must obey all items in these restrictive covenants. Any violation by you of these restrictive covenants is a violation of this lease." Owners must provide a copy of these covenants to all persons signing a rental agreement.

9. CLOTHES LINES AND FUEL TANKS

Clothes lines, fuel tanks and other similar items shall be placed within screened areas or placed so that they are not visible to the users of any street or recreation area and so that they do not interfere with the use and enjoyment of neighboring lots.

10. GARBAGE, REFUSE AND OUTSIDE PERSONAL PROPERTY.

Garbage and other similar refuse shall not be stored on a lot except in a container. Containers shall be secured so that they are not readily accessible to animals. Containers shall be placed so that they are not visible to the users of any street or recreation area and so that they do not interfere with the use and enjoyment of neighboring lots. A container may be placed at the street twenty (20) hours prior to a scheduled pickup. However, the container must be promptly removed after the pickup. Personal property kept on the outside of a residence must be stored in such a way that it is not visible to the users of any street or recreation area and does not interfere with the use and enjoyment of neighboring lots.

11. ANIMALS AND LIVESTOCK

- a. The only animals that may be raised or kept on a lot are house pets. A house pet is any domesticated animal (other than livestock or poultry) kept for pleasure rather than for utility or commercial purposes. No owner may have more than two house pets that go outside, without the written consent of the Property Owners Association.
- b. Inherently dangerous animals may not be raised, kept or bred on a lot. Inherently dangerous animals include, but are not limited to, dog breeds known to be potentially dangerous such as American Staffordshire

Terriers (Pit Bulls), Rottweilers, Doberman Pinschers, members of the dog family not commonly domesticated by man (coyotes, wolves, etc.), any member of the cat family weighing over fifteen (15) pounds and not commonly domesticated by man (tigers, lions, etc.), any member of the bear family, any member of the ape family and poisonous reptiles.

- c. Kennel operations are prohibited.
- d. Owners must keep and maintain animals in such a way that they do not constitute a danger or nuisance to other lot owners. Animals are not permitted to run at large in Hidden Lake. All animals must be properly vaccinated in accordance with state and local laws.
- e. Dogs must be secured at all times that they are outside. Cats may not be off the premises of their owner unless they are secured. Unattended dogs must be at least ten feet from the closest edge of any road, common path or recreation area.

12. **SIGNS**

No signs of any kind may be displayed to public view on any lot except:

- a. One political sign no larger than twenty-four (24) inches x twenty-four (24) inches may be displayed no earlier than forty-five (45) days prior to an election and no later than seven (7) days following an election;
- b. One real estate sign referring to the sale or rental of that property on which the sign is displayed.

13. **NUISANCES**

No noxious or offensive trade or activity shall be carried on upon any building site or lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

14. **TEMPORARY STRUCTURES**

No trailer, basement (unless said basement is part of residence erected at the time) tent, shack, barn, or other outbuilding shall be erected or placed on building site covered by these covenants, except as specifically permitted herein.

15. **TRADE MATERIALS AND STORAGE**

No trade materials or inventories may be stored on any lot except as is necessary to facilitate construction that has been approved pursuant to Section 5 of these covenants.

Said construction storage shall be subject to rules established by the Property Owners Association.

16. PARKING SPACES AND STORAGE

Each owner shall maintain a sufficient number of Property Owners Association approved parking spaces on the owner's lot to accommodate all the vehicles owned and kept by such owner or the occupants of the lot. All vehicles must be parked in an approved parking space while on a lot. No motor vehicles may be parked at any time on any road or common area in such a way as to restrict access of emergency equipment. In no event shall vehicles be parked or kept overnight or longer on any road or common area without the written permission of the Property Owners Association. The following types of vehicles may not be stored or regularly parked on a lot except in a garage without the written permission of the Property Owners Association:

- a. Commercial vehicles (except as is necessary to facilitate construction that has been approved pursuant to Section 5 of these covenants. The parking of construction vehicles shall be subject to rules established by the Property Owners Association);
- b. Boats or any other type of watercraft;
- c. Trailers;
- d. Buses;
- e. Motor homes;
- f. Camping vehicles;
- g. Tractors; and
- h. Aircraft.

17. UTILITY LINES

All telephone, electric and other utility lines and connections between the main utility lines and residence and other buildings located on each building site or lot shall be concealed and located underground so as not to be visible.

18. LOT MAINTENANCE AND TREE REMOVAL

The Board of Directors of the Property Owners Association shall control the maintenance and appearance of all Hidden Lake lots, developed and undeveloped, as set forth below:

- a. Each Owner shall maintain his/her lot, whether developed or undeveloped, and the exterior of his/her house or other above ground structure, in such a way so as to enhance the appearance of the community. This includes, but is not limited to, keeping the lot, whether developed or undeveloped, free of tall grass, undergrowth, dead trees, trash, rubbish and other debris and keeping the exterior of the house or other above ground structure in good repair.
- b. No tree of any kind measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed from a developed lot or an undeveloped lot without prior written approval of the Property Owners Association.
- c. Approval for removal of trees located within ten (10) feet of an existing house or within ten (10) feet of a proposed house for which plans have been approved by the Architectural Committee or within five (5) feet of the existing or planned path of the driveway for an existing house or within five (5) feet of the planned path of the driveway of a proposed house for which plans have been approved by the Architectural Committee will be granted, unless such removal will substantially decrease the beauty of the property. An Owner shall have the right to appeal the denial of permission to cut a tree to the Board of Directors of the Property Owners Association.

19. CAPTIONS

The captions preceding the various sections of this Statement of Reservations, Restrictions, Taxes and Assessments are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of this Statement. As used herein, the singular includes the plural and where there is more than one Owner of a Lot, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Statement, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

20. TIME

The covenants and restrictions herein are to run with the land and shall be binding on all parties acquiring title to lots in Hidden Lake and shall be effective when recorded and said covenants and restrictions shall be automatically extended for successive periods of one year.

These covenants may be changed in whole or in part at any time upon a two-thirds (2/3) vote of the owners of the lots covered by these covenants at the time of the vote.

21. ENFORCEMENT

In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Statement or the Bylaws of the Property Owners Association, the following relief shall be available:

- a. The Property Owners Association, an aggrieved Lot Owner or Owners within Hidden Lake on behalf of the Property Owners Association, or any Lot Owner on behalf of all the Lot Owners with Hidden Lake shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereinafter imposed by the provisions herein.
- b. The Property Owners Association shall have the right to remedy the violation and assess the costs of remedying same against offending Lot Owner as a special assessment.
- c. If the violation is the nonpayment of any assessment of any type, the Board of Directors of the Property Owners Association shall have the right to suspend the offending Owner's voting rights and the use by such Owner, his family, employees and invitees of the common areas in Hidden Lake for any period during which an assessment against the Lot remains unpaid.
- d. The remedies provided by this Section are cumulative and are in addition to any other remedies provided by law.
- e. Failure by the Property Owners Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed waiver of the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

22. SEVERABILITY

Invalidation of any one of these covenants or restrictions provided herein by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.