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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) AMENDMENT TO CONSOLIDATED, AMENDED AND
) RESTATED DECLARATION OF COVENANTS, CONDITIONS,
) EASEMENTS AND RESTRICTIONS APPLICABLE TO
HIDDEN LAKES SUBDIVISION

THIS AMENDMENT to Consolidated, Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Hidden Lakes Subdivision ("Amendment") is made by Hidden Lakes Homeowners Association, Inc., a South Carolina nonprofit corporation ("Association") this 5th day of December, 2019.

WITNESSETH:

WHEREAS, the Consolidated, Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions Applicable to Hidden Lakes Subdivision was recorded in the Register's Office for Charleston County on July 5, 1994, in Book C-245, at Page 707 ("Covenants"); and

WHEREAS, Paragraph 39 of the Covenants provides, in relevant part, that the Covenants may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; and

WHEREAS, seventy-five percent (75%) or more of the Lot Owners in Hidden Lakes Subdivision have signed a written instrument to amend the Covenants in the following respect, to-wit:

43. LEASING

The leasing of any residences or dwellings of any kind within the Properties is restricted and regulated as set forth below. "Leasing", for the purposes of this Paragraph, is defined as regular, exclusive occupancy of a residence or dwelling of any kind or any part thereof by any Person other than the owner in return for monetary or other financial benefit. The definition of "Leasing" for purposes of this Paragraph is intended to be expansive to include, but not limited to, sub-leases, licenses or other transactions and/or arrangements which could potentially result in short-term leasing in violation of the terms hereof.

(a) Short-Term Leasing (Less Than Ninety (90) Consecutive Days) Prohibited. The leasing of a residence or dwelling of any kind or any part thereof by an Owner, or other person or entity with the ability to act on the Owner's behalf, for a period of less than ninety (90) consecutive days shall be prohibited. In the event Association determines that an Owner has leased a residence or dwelling of any kind in violation of this Paragraph, Association may take such action as is available in accordance with Paragraph 37 of the Declaration entitled "Violation", as well as immediately prohibit use by the Owner and such tenant(s) of the Association's recreational facilities and amenities including, but not limited to, the swimming pool, clubhouse, tennis courts, lakes and canals.

(b) Liability for Assessments, Use of Common Area and Compliance with Declaration and Rules and Regulations. Each Owner covenants and agrees that any lease of a residence or dwelling of any kind or any part thereof shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the Lease by existence of this covenant, and the Lessee, by occupancy of the residence or dwelling, agrees to the applicability of this covenant and incorporation of the following language into the Lease:


(I) Compliance with Declaration and Rules and Regulations. The lessee shall comply with all provisions of the Declaration and Rules and Regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased residence or dwelling in order to ensure such compliance. The owner shall cause all Occupants of his or her residence or dwelling to comply with the Declaration and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants. If the lessee, or a Person living with the lessee, violates the Declaration or a Rule or Regulation for which a fine is imposed, notice of the violation shall be given to the Owner, and such fine will be assessed against the Owner in accordance with the Declaration and Rules and Regulations. If the fine is not paid within the time period set by the Board, any such unpaid fines shall constitute a lien against the subject residence or dwelling.

Any violation of the Declaration or Rules and Regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with South Carolina law.

(ii) Use of Common Area. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Area, including but not limited to, the use of any and all recreational facilities and other amenities.

(iii) Liability for Assessments. When an Owner who is leasing his or her residence or dwelling fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

EXCEPT AS AMENDED HEREIN, all other terms and conditions of the Covenants, as it may be amended from time to time, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned  and Secretary of Hidden Lakes Homeowners Association, Inc. have set their hands and seals this _____ day of December, 2019.

[SIGNATURE PAGES FOLLOW]

WITNESSES:

HIDDEN LAKES HOMEOWNERS
ASSOCIATION, INC.

[Signature]
[Signature]
[Signature]
[Signature]

By:

[Signature]
Stefan Nilsson
Its: President

By:

[Signature]
Helen Hylton
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw is not a party to or beneficiary of the within transaction and saw the within named HIDDEN LAKES HOMEOWNERS ASSOCIATION, INC., by Stefan Nilsson, its President, and Helen Hylton, its Secretary, sign, seal and as its act and deed, deliver the within in written instrument, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
day of December, 2019.

[Signature] [Signature]


[Signature]
Notary Public for South Carolina
My Commission Expires: 6/20/20

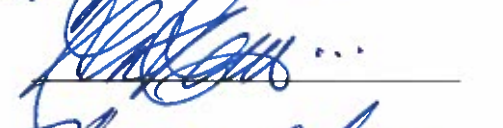
STATE OF SOUTH CAROLINA)
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COUNTY OF CHARLESTON)

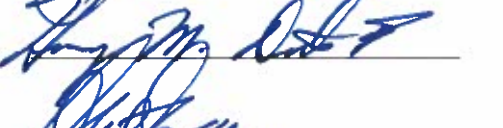
CERTIFICATION


We, the undersigned Stefan Nilsson, President, and Helen Hylton, Secretary, of HIDDEN LAKES HOMEOWNERS ASSOCIATION, INC., respectively, do hereby certify that Owners representing at least seventy-five percent (75%) of the Lot Owners in Hidden Lakes Subdivision signed a written instrument to approve the foregoing Amendment in accordance with Paragraph 39 of the Covenants.

HIDDEN LAKES HOMEOWNERS ASSOCIATION, INC.








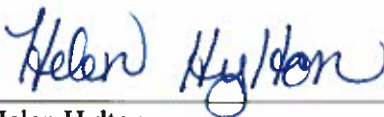


BY:



Stefan Nilsson
Its: President

BY:



Helen Hylton
Its: Secretary

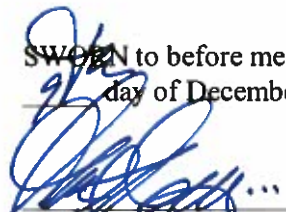
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he is not a party to or beneficiary of the within transaction and saw the within named HIDDEN LAKES HOMEOWNERS ASSOCIATION, INC., by and through Stefan Nilsson, its President, and Helen Hylton, its Secretary, sign, seal and as its act and deed, sign the within in Certification; and that (s)he, with the other witness subscribed above, witnessed the execution thereof.



SWORN to before me this
9th day of December, 2019.



Notary Public for South Carolina
My Commission Expires: 6/30/20

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Michael Miller, Register Charleston County, SC		

MAKER:

HIDDEN LAKES HOA INC

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