State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

HIDDEN SPRINGS CONDOMINIUM ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on February 22, 1984

The charter number for this corporation is N01587

A NON-PROFIT CORPORATION

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
22th day of February 1984

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

George Firestone
Secretary of State

WP-104 CER-101

FEB 26 11 11 AM '84
SECRETARY OF STATE
MIAMI, FLORIDA

ARTICLES OF INCORPORATION

OF

HIDDEN SPRINGS CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not For Profit)

The undersigned Subscribers by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to Chapters 617 and 718 of the Florida Statutes and hereby adopt the following Articles of Incorporation:

ARTICLE I
NAME

The name of the corporation shall be HIDDEN SPRINGS CONDOMINIUM ASSOCIATION, INC. (the "Association"), whose present address is 1033 Semoran Boulevard, Suite I, Casselberry, Florida 32707. The address of the Association may be changed by the Board of Directors without amendment to these Articles.

ARTICLE II
PURPOSE

The purpose and objects of the Association shall be to administer, operate and manage the HIDDEN SPRINGS CONDOMINIUM, Seminole County, Florida (the "Condominium"), a condominium project to be established in accordance with the Condominium Act of the State of Florida (the "Condominium Act") and to undertake the performance of the acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and in the Declaration of Condominium (the "Declaration") which will be recorded in the Public Records of Seminole County, Florida, at the time the property referred to in the Declaration and the improvements now or hereafter situate thereon are submitted to a plan of condominium ownership, and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III
POWERS

The powers of the Association shall be governed by the following provisions:

1. Except as may be limited by these Articles of Incorporation, the Declaration and the Condominium Act, the Association shall have all of the common law and statutory powers and privileges of a corporation not for profit.

2. The Association shall have all of the powers and duties set forth in the Condominium Act and all powers and duties reasonably necessary to implement and effectuate the purposes of the Association, including, but not limited to, the following:

(a) To make and amend reasonable rules and regulations governing the use of Condominium Units, Common Elements and Limited Common Elements, if any, in the Condominium, as said terms are defined in the Declaration.

(b) To levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium as may be provided in the Declaration and in the Bylaws of the Association which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Condominium Units in the Condominium, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

(c) To maintain, repair, replace, operate and manage the Condominium and the property comprising the same, including the right to reconstruct improvements after casualty and to make further improvement of the Condominium property.

(d) To contract for the management of the Condominium and of any facilities used by the Unit Owners and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Administration or of the members of the Association.

(e) To enforce the provisions of the Declaration, these Articles of Incorporation, the Bylaws of the Association which may hereafter be adopted, and the rules and regulations governing the use of the Condominium as the same may hereafter be established.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon, the Association, pursuant to the Declaration.

(g) To execute contracts, deeds, mortgages, leases and other instruments by its officers, and to own, convey and encumber real and personal property.

(h) To institute legal proceedings to protect any rights of the Association or the Condominium Unit Owners as a group and to settle such suit as it deems in the best interests of the Association or Condominium Unit Owners without obtaining the approval of the Condominium Unit Owners to such settlement unless such approval is specifically required by the Bylaws.

(i) To obtain and maintain adequate insurance to protect the Association and the Common Elements.

(j) To employ personnel to perform the services required for proper operation of the Condominium.

(h) To borrow money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the Common Elements; provided, however, that (i) the consent of at least two-thirds (2/3rds) of the voting members, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these bylaws, shall be required for the borrowing of any sum in excess of $20,000.00, (ii) no lien to secure repayment of any sum borrowed may be created on any Unit without the consent of the Owner of such Unit.

ARTICLE IV
MEMBERS AND QUORUM

The qualification of the members of the Association, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. The owners of all Condominium Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided in paragraph 5 of this Article IV.

2. Membership in the Association shall be established by the acquisition of a fee title or fee ownership interest in a Condominium Unit in the Condominium, whether by conveyance, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to, or his entire fee ownership in, any Condominium Unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own a fee ownership interest in two or more Condominium Units, so long as such party shall retain fee title to, or fee ownership interest in, any Condominium Unit.

3. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Condominium Unit. The funds and assets of the Association shall be subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Condominium Unit in the Condominium. The votes may be exercised or cast by the owner or owners of each Condominium Unit in such manner as may be provided in the Bylaws hereafter adopted by the Association. Should any member own more than one Condominium Unit, such member shall be entitled to exercise or cast one vote for each Condominium Unit he owns in the manner provided by the Bylaws.

5. Until such time as the Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of the Association shall be comprised of the Subscribers to these Articles of Incorporation, and in the event of the resignation or termination of any Subscriber as a member of the Association, the remaining Subscribers may nominate and designate a successor member. Each of the Subscribers shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote. Upon submission of the Condominium to condominium ownership by recordation of the Declaration, the Subscribers' rights and interests as members of the Association shall automatically terminate; and the Condominium Unit owners within the Condominium, which shall mean in the first instance the Developer as the owner of all Condominium Units, shall be entitled to exercise all of the rights and privileges of membership in the Association.

6. The presence at a meeting of persons entitled to cast 33 1/3% of the votes of the members shall constitute a quorum at a meeting of the members. If a quorum is present, the acts approved by a majority of those present at the meeting and entitled to vote on the subject matter shall constitute the acts of the member.

ARTICLE V
TERM

The Association shall have perpetual existence.

ARTICLE VI
OFFICERS

The affairs of the Association shall be managed by a President, a Vice President, a Secretary and a Treasurer, and such additional Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Administration may designate from time to time. The President shall be elected from the membership of the Board of Administration, but no other officer need be a member of the Board of Administration. Any person may hold two offices, the duties of which are not incompatible. The Board of Administration or the President, with the approval of the Board of Administration, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Association or the Board of Administration or an officer of the Association, as the case may be.

The officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

NAME	OFFICE
Sam Coniglio	President
Don Kafka	Vice President
Pam Hagood	Treasurer, Secretary

ARTICLE VII
ASSOCIATION CONTROL

The number of members of the first Board of Administration ("Directors") of the Association shall be three. The number of Directors on succeeding Boards of Administration shall not be less than three nor more than seven. The Directors shall be elected by the members of the Association at the Annual Meeting of the membership as provided by the Bylaws of the Association. So long as the Developer owns any Condominium Unit in any phase of the Condominium, the Developer shall have the right to elect the entire Board of Administration subject to the following:

1. Notwithstanding the foregoing, when Unit owners other than the Developer own fifteen percent (15%) of the Units contemplated in the Condominium, the Unit Owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Administration of the Association. Unit Owners other than the Developer shall be entitled to elect a majority of the members of the Board of Administration (i) three (3) years after fifty percent (50%) of the Units to be ultimately operated by the Association have been conveyed by the Developer to Purchasers or (ii) three (3) months after

ninety percent (of the Units to be ultimately operated by the Association have been conveyed by the Developer to Purchasers, or (iii) when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, or (iv) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or (v) six (6) years after the date the Declaration of Condominium is recorded in the Seminole County Public Records whichever shall first occur, or (vi) 120 days after the date when 75% of the units that will be operated ultimately by the Association have been conveyed to unit purchasers. The Developer shall be entitled to elect not less than one (1) member of the Board of Administration so long as the Developer holds for sale in the ordinary course of business at least 5 percent of the total Units to be operated by the Association.

Within sixty (60) days after Unit Owners other than the Developer are entitled to elect a member or members of the Board of Administration of the Association the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

2. While the Developer owns any Units in the Condominium, none of the following actions may be taken without approval in writing by the Developer:

a. Assessment of the Developer as a Unit Owner for capital improvements.

b. Any action by the Association that would be detrimental to the sales of Units by the Developer.

3. Vacancies in the Board of Administration shall be filled for the unexpired term by the remaining Directors at any regular or special meeting of the Board of Administration. Directors elected by the members of the Association, as distinguished from those Directors elected by the Developer, shall be members of the Association; provided however that employees of a management company managing the Condominium may serve as Directors of the Association if elected to such position by the Unit Owners other than the Developer, by the Developer or by the Board of Administration when it is seeking to fill a vacancy. Until each Unit is sold one time, the Developer shall have the complete and absolute right to determine to whom the Unit is to be sold and to make such sale without procuring the approval of (a) this Association or its Officers or Board of Administration, or (b) the members of this Association or the owners of the Condominium Units, or (c) any parties whomsoever.

4. Prior to or not more than sixty (60) days after Unit Owners other than the Developer elect a majority of the members of the Board of Administration, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. At such time, the Developer shall deliver to the Association those items specifically enumerated in Section 718.301 of the Florida Statutes.

ARTICLE VIII
BOARD OF ADMINISTRATION

The names and post office addresses of the first Board of Administration who, subject to the provisions of these Articles of Incorporation, the Bylaws and the laws of the State of Florida, shall hold office for the first year of the Association's existence or until their successors are elected and have qualified, are as follows:

NAME	ADDRESS
Sam Coniglio	1015 Semoran Boulevard, Suite G Casselberry, Florida 32707
Don Kafka	1015 Semoran Boulevard, Suite G Casselberry, Florida 32707
Pam Hagood	1015 Semoran Boulevard, Suite G Casselberry, Florida 32707

The Board of Administration shall manage the affairs of the Association in a manner consistent with the provisions of the Declaration of Condominium, the Bylaws and these Articles of Incorporation.

ARTICLE IX
SUBSCRIBERS

The names and post office addresses of the Subscribers to these Articles of Incorporation are as follows:

NAME	ADDRESS
Sam Coniglio	1015 Semoran Boulevard, Suite G Casselberry, Florida 32707
Don Kafka	1015 Semoran Boulevard, Suite G Casselberry, Florida 32707
Pam Hagood	1015 Semoran Boulevard, Suite G Casselberry, Florida 32707

ARTICLE X
BYLAWS

The initial Bylaws of the Association are those annexed to the Declaration of Condominium to be made by Del Properties III-Hidden Springs, Ltd., the Developer of the Condominium, and to be recorded among the Public Records of Seminole County, Florida. Such Bylaws, subject to the provisions herein and therein contained, may be altered, amended or added to in the manner provided by such Bylaws and in accordance with the requirements of Chapters 617 and 718, Florida Statutes.

ARTICLE XI
INDEMNIFICATION

Every member of the Board of Administration and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel 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 member of the Board of Administration or an officer of the Association, whether or not he is a member of the Board of Administration or an officer at the time such expenses are incurred, except in such cases wherein the member of the Board of Administration or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the member of the Board of Administration or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Administration approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such member of the Board of Administration or officer may be entitled.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association on behalf of the director, officer, employee or agent in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Administration in the specific case, upon receipt of an undertaking by or on behalf of said director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

ARTICLE XII
AMENDMENTS

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Administration of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Condominium Units in the Condominium, whether meeting as members, or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Administration or Association members, such proposed amendment or amendments shall be transmitted to the President of the Association or in the absence of the President, to any other officer of the Association, who shall call a Special Meeting of the members of the Association for a date no sooner than fifteen (15) days, nor later than forty-five (45) days from the receipt by him of the proposed amendment or amendments.

It shall be the duty of the Secretary to give each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form. The notice shall be posted in a conspicuous place on the Condominium property and be mailed or presented personally to each member not less than fifteen (15) days, nor more than thirty (30) days, before the date set for such meeting. If mailed, such notice shall be deemed to be 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, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting shall be deemed equivalent to the giving of such notice to such member.

At such meet , the amendment or amen nts proposed must be approved by a affirmative vote of the mbers representing not less than seventy-five percent (75%) of the Association membership in order for such amendment or amendments to become effective. At any meeting held to consider such amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting. If an amendment is approved, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State, State of Florida, and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Seminole County, Florida, within thirty (30) days from the date on which the same are so registered.

Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of the Developer (including the right to designate and select Directors as provided in Article VII hereof) may be adopted or become effective without the prior written consent of the Developer.

No amendment to these Articles of Incorporation shall be adopted which would operate to prejudice or impair the rights or privileges of any institutional first mortgagee as such rights and privileges have been established in the Declaration.

ARTICLE XIII
REGISTERED OFFICE AND AGENT

The initial registered office of this Corporation shall be at 1015 Semoran Boulevard, Suite G, Casselberry, Florida 32707 with the privilege of havings its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Sam Coniglio.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 17 day of FEBRUARY, 1987.

x Sam Coniglio, III
Sam Coniglio

x Vincent L. Kafka
Don Kafka

x Pam Hagood
Pam Hagood

STATE OF FLORIDA)
: ss.
COUNTY OF ORANGE)

BEFORE ME, the undersigned authority, personally appeared Sam Coniglio, Don Kafka and Pam Hagood, whom being first duly sworn, acknowledge that they executed the foregoing Articles of Incorporation of HIDDEN SPRINGS CONDOMINIUM ASSOCIATION, INC. for the purposes therein expressed this 12 day of FEBRUARY, 1984.

Susanne Peterson
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires May 22, 1987

CERTIFICATE OF REGISTERED AGENT
OF
HIDDEN SPRINGS CONDOMINIUM ASSOCIATION, INC.

FILED
FEB 24 11 10 AM '84
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Chapters 48.091 and 617.023 of the Florida Statutes, the following is submitted in compliance therewith:

That HIDDEN SPRINGS CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, in the County of Seminole, State of Florida, has named San Coniglio, located at 1015 Semoran Boulevard, Suite G, Caselberry, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of all statutes relative to keeping open said office.

DATED this 17 day of FEBRUARY, 1984.

Samuel M Coniglio, III
Sam Coniglio, Registered Agent

8248b

BYLAWS

OF

HIDDEN SPRINGS CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not For Profit)

I. Identity. These are the Bylaws of HIDDEN SPRINGS CONDOMINIUM ASSOCIATION, INC. (the "Association"), a non-profit Florida corporation, organized pursuant to Chapters 617 and 718, Florida Statutes, for the purpose of administering HIDDEN SPRINGS CONDOMINIUM, a condominium of lands lying and being situate in Seminole County, Florida.

1. Office. The office of the Association shall be at the premises of the condominium or at such other place in Seminole County, Florida as may be designated by the Board of Administration.

2. Fiscal Year. The fiscal year of the Association shall be the calendar year.

3. Definitions. The terms used in these Bylaws shall have the same definitions and meaning as those set forth in the Declaration of Condominium, unless otherwise indicated herein.

II. Members.

1. Qualification. The members of the Association shall consist of all of the record owners of Condominium Units to the extent that the Developer owns a unit it shall be a member of the Association. Each Condominium Unit shall be entitled to one vote.

2. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Seminole County, Florida, a deed or other instrument establishing record title to a Condominium Unit in the Condominium and delivering to the Association a true copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. The Association may issue certificates of membership.

3. Voting Rights. The members of the Association shall be entitled to cast one vote for each Condominium Unit owned by them. The vote of a Unit shall not be divisible.

4. Exercise of Voting Rights.

(a) Designation of Voting Representative. If a Condominium Unit is owned by one person, his right to vote shall be established by the record title to his Condominium Unit. If a Condominium Unit is owned by more than one person, the person entitled to cast the vote for the Condominium Unit shall be designated by a certificate signed by all of the record owners of the Condominium Unit and filed with the Secretary of the Association provided, however, that where a Unit is owned by husband and wife they may elect to be governed by Section 4 (b) (ii) hereof. If a Condominium Unit is owned by a corporation, the person entitled to cast the vote for the Condominium Unit shall be designated by a certificate of appointment signed by an officer of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Condominium Unit concerned occurs. A certificate designating the person entitled to cast the vote of a Condominium Unit may be revoked by any owner thereof upon written notice to the Association.

(i Effect of Failure to Fil Certificate.

(i) Generally. Unit Owners who were required but failed to file a certificate as provided above shall not be considered voting members for purposes of determining whether quorums exist at membership meetings and shall not be permitted to vote at meetings on any issue.

(ii) Ownership by Spouses. If a husband and his wife who own a Unit have not filed a certificate designating one of them as a voting member, the presence (in person or by proxy) of either or both of them at a membership meeting shall be considered the presence of a voting member for purposes of determining whether a quorum exists at the meeting. If a husband and his wife have failed to file a certificate designating one of them as a voting member and only one of them is present at a membership meeting (in person or through representation by proxy), the vote of the present spouse shall be considered the vote of a voting member. If both of them are present (in person or through representation by proxy), the vote of either or both of them on any given issue voted upon at that meeting shall be considered the vote of a single voting member unless they are unable to concur in how to vote on the issue, in which latter case they shall lose their right to vote on such issue at that meeting.

5. Approval or Disapproval of Matters. Whenever the decision of a Condominium Unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

6. Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or tranferred in any manner except as an appurtenance to his Condominium Unit.

III. Members' Meetings.

1. Annual Members' Meeting. The annual members meeting shall be held on the date, at the place in Seminole County, and at the time, determined by the Board of Administration from time to time, provided that there shall be an annual meeting no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be to elect the Board of Administration and to transact any other business authorized to be transacted by the members. The annual meeting may be waived by unanimous agreement of the members in writing. The first annual meeting must be within twelve (12) months from the date that the Declaration of Condominium is recorded in the Public Records of Seminole County, Florida.

2. Special Members Meetings. Special members meeting shall be held whenever called by a majority of the Board of Administration and must be called by the Board of Administration upon receipt of a written request from members entitled to cast 30 percent of the votes of the entire membership.

3. Notice of all Members Meetings. Notice of all members meetings stating the time and place and the objects for which the meeting is called shall be given unless waived in writing. Such notice shall be in writing, shall be posted at a conspicuous place on the Condominium Property and shall be furnished to each member at his address as it appears on the books of the Association and shall be mailed and posted not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the meeting. Proof of mailing shall be given by affidavit of the person giving the notice. The Post Office

certificate of mailing shall be retained as proof of such mailing. Notice of meeting may be waived before or after meetings.

4. Quorum. A quorum at a meeting of the members shall consist of persons entitled to cast 33 1/3 percent of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

5. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and any lawful adjournments thereof and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it, and in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Each proxy shall specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, the date, time and place of the meeting for which the proxy is given and, if a limited proxy, the items which the holder of the proxy may vote on and the manner in which the vote is to be cast.

6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

7. Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

(a) Calling of the roll and certifying of proxies.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading and disposal of any unapproved minutes.

(d) Reports of officers.

(e) Reports of committees.

(f) Election of Board of Administration.

(g) Unfinished business.

(h) New business.

(i) Adjournment.

8. Minutes of Meeting. The minutes of all members meetings shall be kept in a book available for inspection by members or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

IV. Board of Administration.

1. Membership. The affairs of the Association shall be managed by a Board of Administration consisting of not less

than 3 nor more than 7 Directors, the number to be determined from time to time by the members of the Association. Except for Directors elected by the Developer and except for Directors who are employees of the management company providing management services for the Condominium and who serve as Directors in the course of such employment, each Director shall be a person entitled to cast a vote in the Association and no Director shall serve on the Board after he ceases to be entitled to cast a vote in the Association.

2. Election of Directors. The Board of Administration named in the Articles of Incorporation of the Association shall serve until their successors are duly elected and qualified. The Board of Administration shall be elected at the annual meeting of Association members. There shall be no cumulative voting for Directors. The persons receiving the most votes for such positions shall be the Directors. A Director may be removed at any time with or without cause, upon the affirmative vote of a majority of the entire membership of the Association called for such purpose or by the vote or agreement in writing of a majority of all Unit Owners. Provided, however, that until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association nor any Directors replacing them nor any Directors named by the Developer shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed by the Developer.

3. Vacancies. If a vacancy in the position of Director shall come about as a result of the removal of a Director by the members, such vacancy shall be filled by the members at the same meeting wherein such vacancy is created. If a vacancy in the position of Director shall occur for any other reason, such vacancy shall be filled by the majority vote of the remaining Directors.

4. Term. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

5. Organization Meeting. The organization meeting of a newly elected Board of Administration shall be held within 10 days of their election at such place and time as shall be fixed by the Director at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

6. Regular Meetings. Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least 3 days prior to the day named for such meeting.

Meetings of the Board of Administration shall be open to all Unit Owners. Notice of the meeting shall be posted conspicuously on the Condominium Property at least 48 hours in advance except in an emergency. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

7. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than 3 days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

8. W er of Notice. Any Direc may waive notice of a meeting befor or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

9. Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Administration. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Administration, except where approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

10. Adjourned Meetings. If at any meeting of the Board of Administration there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting originally called may be transacted without further notice.

11. Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

12. Directors' Fees. Directors may be compensated for their services. Directors' fees, if any, shall be determined by the members of the Association.

13. Director's Meetings. Meetings of the Board of Administration shall be open to all members of the Association, and, except in an emergency, notices of all meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance; provided, however, no members of the Association other than Directors may participate in the meetings. A notice of any meetings where assessments against Association members are to be considered for any reason shall contain a specific statement that assessments will be considered and shall indicate the nature of any such assessments.

14. Minutes of Meetings. The minutes of all meetings of the Board of Administration shall be kept in a book available for inspection by the members, or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

V. Powers and Duties of the Board of Administration. All of the powers and duties of the Association as a corporation not for profit under Chapter 617, Florida Statutes and as a Condominium Association under the Condominium Act, Declaration of Condominium, the Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Administration, its agents or contractors, subject only to approval by Association members only when such approval is specifically required. Such powers and duties of the Association shall include but shall not be limited to the following, subject, however, to the provisions of the Declaration of Condminium, the Articles of Incorporation, and these Bylaws:

1. To make and collect assessments against members to defray the costs and expenses of the Condominium and of the Association.

2. To use the proceeds of assesments in the exercise of its powers and duties.

created on any Unit without the consent of the Owner of such Unit. If any sum borrowed by the Board of Administration on behalf of the Association pursuant to authority contained in this subparagraph (p) is not repaid by the Association, a Unit Owner, who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

16. To contract for the management of the Condominium and to delegate to such contractor such powers and duties of the Board of Administration as the Board may deem appropriate in the circumstances, except those which may be required by the Declaration and these Bylaws to have approval of the Board of Administration or other Unit Owners; to contract for the management or operation of portions of the Condominium Property susceptible to separate management or operation thereof; and to grant concessions for the purpose of providing services to the Unit Owners.

17. To authorize Unit Owners or others to use portions of the Common Elements such as social rooms, meeting rooms, pool terraces, etc., for private parties and gatherings and the right to impose reasonable charges in connection with such private uses.

18. To suspend the right of any Unit Owner to use the recreation facilities of the Condominium so long as said Unit Owner is delinquent in the payment of Common Expenses.

VI. Officers.

1. Officers and Elections. The executive officers of the Association shall be the President, who shall be a Director, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Administration and any of whom may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices. The Board of Administration shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine to be appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meetings.

3. Vice President. The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President.

3. To make additions and improvements to and to maintain, repair, replace and operate the Condominium Property.

4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members.

5. To reconstruct improvements after casualty and further improve the Condominium Property.

6. To make and amend reasonable rules and regulations respecting the use of the property in the Condominium in the manner provided by the Declaration of Condominium. The rules and regulations of the Association, until amended, shall be as set forth and attached hereto as Schedule "A". The Rules and Regulations may be amended by the vote of the majority of the Directors at a meeting of the Board of Administration or by a vote of a majority of the members.

7. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the Regulations for the use of the property in the Condominium.

8. To acquire ownership or other possessory or use interest in lands and/or recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use or benefit of the Condominium Unit.

9. To purchase and sell, lease, mortgage, transfer, acquire or otherwise deal with Condominium Units in the Condominium.

10. To maintain accounting records for the Association which records shall include but not be limited to the record of all receipts and expenditures and an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account and the balance due.

11. To enter each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

12. To maintain bank accounts on behalf of the Association and to designate the signatories required therefor.

13. To employ and dismiss the personnel necessary for the maintenance and operation of the Common Elements.

14. To levy fines against the members for violations of the rules and regulations established by it to govern the conduct of the members.

15. To borrow money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the Common Elements; provided, however, that (i) the consent of the Unit Owners of at least two-thirds (2/3rds) of the Units, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of $20,000.00, (ii) no lien to secure repayment of any sum borrowed may be

5. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer of an association.

6. Compensation. The compensation of all officers shall be fixed by the members at their annual meeting.

7. Indemnification of Directors and Officers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel 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, or any settlement thereof, 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 wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Administration approves such settlement and reimbursement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

VII. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

1. Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current Expenses. Current expenses shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year or to fund reserves.

(b) Reserve for Capital Expenditures and Deferred Maintenance. Reserves for capital expenditures and deferred maintenance shall include funds for repair or replacement required because of damage, depreciation, or obsolescence and for maintenance items that occur less frequently than annually. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.

2. Budget. The Board of Administration shall adopt a detailed budget for each calendar year which shall show the amounts budgeted by accounts and expense classifications and which shall include the estimated funds for the foregoing reserves; provided, however, reserves shall not be required if a majority of the members of the Association present at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. A copy of the proposed budget shall be mailed to the Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting, which shall state that such meeting shall be open to all Unit Owners. If a budget is adopted by the Board of

Administration which requires assessments against the Unit Owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, then upon written application of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held upon not less than ten (10) days written notice to each Unit Owner, but within thirty (30) days of the delivery of such application to the Board of Administration or any member thereof, at which special meeting the Unit Owners may consider and enact a revision of the budget, or recall any and all members of the Board of Administration and elect their successors. In either case, unless the Declaration of Condominium or Articles of Incorporation shall require a larger vote, the revision of the budget or the recall of any and all members of th Board of Administration shall require a vote of not less than a majority of the whole number of votes of all Unit Owners. The Board of Administration may in any event propose a budget to the Unit Owners at a meeting of members or by writing, and if such proposed budget be approved by the Unit Owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be re-examined by the Unit Owners in the manner hereinabove set forth nor shall the Board of Administration be recalled under the terms of this Section. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for the repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property shall be excluded from the computation. Provided, however, that so long as the Developer is in control of the Board of Administration, the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the Unit Owners.

3. Assessments.

(a) Annual Assessments. Assessments against the Condominium Unit Owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in 12 equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Administration. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Administration. Until the first annual assessment shall be determined by the Board of Administration of the Association, assessments shall be as set forth in the operating budget attached hereto as Exhibit B.

(b) Special Assessments. Special assessments shall be due only after thirty (30) days notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Administration of the Association may require in the notice of assessment.

(c) Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Administration may accelerate the remaining installments of the assessment upon notice to the Unit Owner, and the then unpaid balance of the

assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten days after the mailing of such notice to him by certified mail or certificate of mailing, whichever shall first occur.

4. Accounting Records For Each Unit. The Association shall maintain accounting for each Unit which records shall include but not be limited to the record of all receipt and expenditures and an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account and the balance due.

5. Financial Reports. Within sixty (60) days after the end of the fiscal year the Board of Administration shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of the receipts by accounts and receipts classifications, including, if applicable, but not limited to, the following:

(a) Cost for security;

(b) Professional and management fees and expenses;

(c) Taxes;

(d) Cost for recreation facilities;

(e) Expenses for refuse collection and utility services;

(f) Expenses for lawn care;

(g) Cost for building maintenance and repair;

(h) Insurance costs;

(i) Administrative and salary expenses, and

(j) General reserves, maintenance reserves and depreciation reserves.

6. Depository. The depository of the Association will be such banks and/or savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7. Fidelity Bonds. Fidelity bonds shall be required by the Board of Administration from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

8. Initial Working Capital Contributions. The initial working capital contributions, if any, made to the Association by the Developer's immediate grantees, may be used by the Association for any of its purposes, including current expenses, and the same shall not be segregated or reserved.

9. Commencement of Assessments. The initial Board of Administration shall have the absolute discretion to commence assessments as of a time determined by them.

VIII. Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

IX. Amendment. These Bylaws may be amended by vote of a majority of the members entitled to vote at a meeting called for said purpose. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw ___ for present text."

X. Association Seal. The seal of the Association shall have inscribed thereon the name of the corporation, the year of its organization, and the words "non-profit" or "not-for-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

XI. Liability in Excess of Insurance Coverage. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

XII. Roster of Unit Owners and Mortgagees. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information in a booklet entitled "Owners of Units". A Unit Owner who mortgages his Unit shall notify the Association of the name and address of his mortgagee and shall file a copy of the note and mortgage with the Association. A Unit Owner who satisfies a mortgage covering a Unit shall also notify the Association thereof and shall file a copy of the satisfaction of mortgage with the Association. The Association shall maintain such information in a booklet entitled "Mortgagees of Units".

XIII. Lease of Units. Each Unit Owner who leases his Unit, whether or not the approval of the Association is required with respect to such lease, shall provide the Association which such information as the Association may reasonably require with respect to his lessee and shall include in the lease as a condition and term of such lease the agreement of lessee to abide by the provisions of the Declaration of Condominium, these Bylaws and the Rules and Regulations, as well as any other instrument which may be binding upon Unit Owner.

XIV. Construction. Whenever the masculine singular form of pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires. Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

XV. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

The f[illegible]going was adopted as [illegible] Bylaws of HIDDEN SPRINGS CONDOM[illegible]M ASSOCIATION, INC. a [illegible]orporation not for profit under the laws of the State of Florida, at a meeting of the Board of Administration held on the ___ day of _____, 1983.

_____(Seal)
SECRETARY

8250b

RULES AND REGULATIONS

OF

HIDDEN SPRINGS CONDOMINIUM ASSOCIATION, INC.

1. The sidewalks, entrances, passages, vestibules, stairways, elevators, corridors, halls and like portions of the Common Elements of the Condominium Buildings shall not be obstructed or used for any purpose other than ingress and egress to and from Condominium Units.

2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside of a Condominium Unit or Building or on any part of the Common Elements without prior written consent of the Association. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building unless approved by the Association.

3. Children under the age of 12 may not use the pool except in the presence and subject to the supervision of an adult.

4. Neither the exterior of the Condominium Units, including all appurtenances, nor any part of the Common Elements shall be painted, decorated or modified by any Condominium Unit Owner or resident without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.

5. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the building, nor shall such Unit Owner screen or otherwise enclose his connecting balcony, atrium, terrace or roof deck without the consent of the Association. Curtains and drapes (or linings thereof) blinds, shutters, shades or other window covering which face on exterior windows or glass doors of Units shall be white or off-white in color.

6. Nothing other than balcony-type furniture and plants may be kept on patios, balconies, atriums, terraces and roof decks.

7. The exterior portions of all doors which face Common Elements shall be uniform in appearance and color and all exterior hardware shall be identical.

8. No door mats may be placed in the hallways or corridors and no ornaments or decorations may be hung on the walls of the hallways and corridors.

9. No Unit Owner may install or permit to be installed any window air conditioning unit in his Unit or in the Common Elements.

10. No radio or television installation may be permitted in a Unit which interferes with the television or radio reception of another Unit. No antenna or aerial may be erected or installed by a Unit Owner on the roof or exterior walls of the building and, if same is erected or installed, it may be

removed, without notice, by the Association at the cost of the Unit Owner installing same. Citizens band and ham radio installations are strictly prohibited.

11. All doors leading from the Condominium Unit to Common Elements shall be closed at all times except when in actual use for ingress and egress.

12. No Condominium Unit Owner or resident shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loudspeaker in a Condominium Unit between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of the Condominium.

13. All garbage and refuse are to be deposited only in the facilities provided for that purpose.

14. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls, balconies, or staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors or balconies, terraces, roof decks, patios or the like.

15. There shall not be kept in any Condominium Unit or in any storage facility any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use. The Association will not be responsible for loss of or damage to any property in the storage rooms.

16. Pets shall not in any way disturb any other Condominium Unit Owners and shall be kept on leashes at all times or hand carried throught the Common Elements of the Condominium Property. Pets must be with their owners at all times. A Unit Owner may keep one (1) cat or one (1) dog, fish in a fish tank or small caged birds. No other pets are permitted. Lessees, tenants or guests are not permitted to keep any pets.

17. Condominium Unit Owners may only have four guests at any one time in the pool without prior written approval of the Association.

18. Pool regulations posted in the pool area must be observed at all times. Pets are not permitted in the pool or pool area.

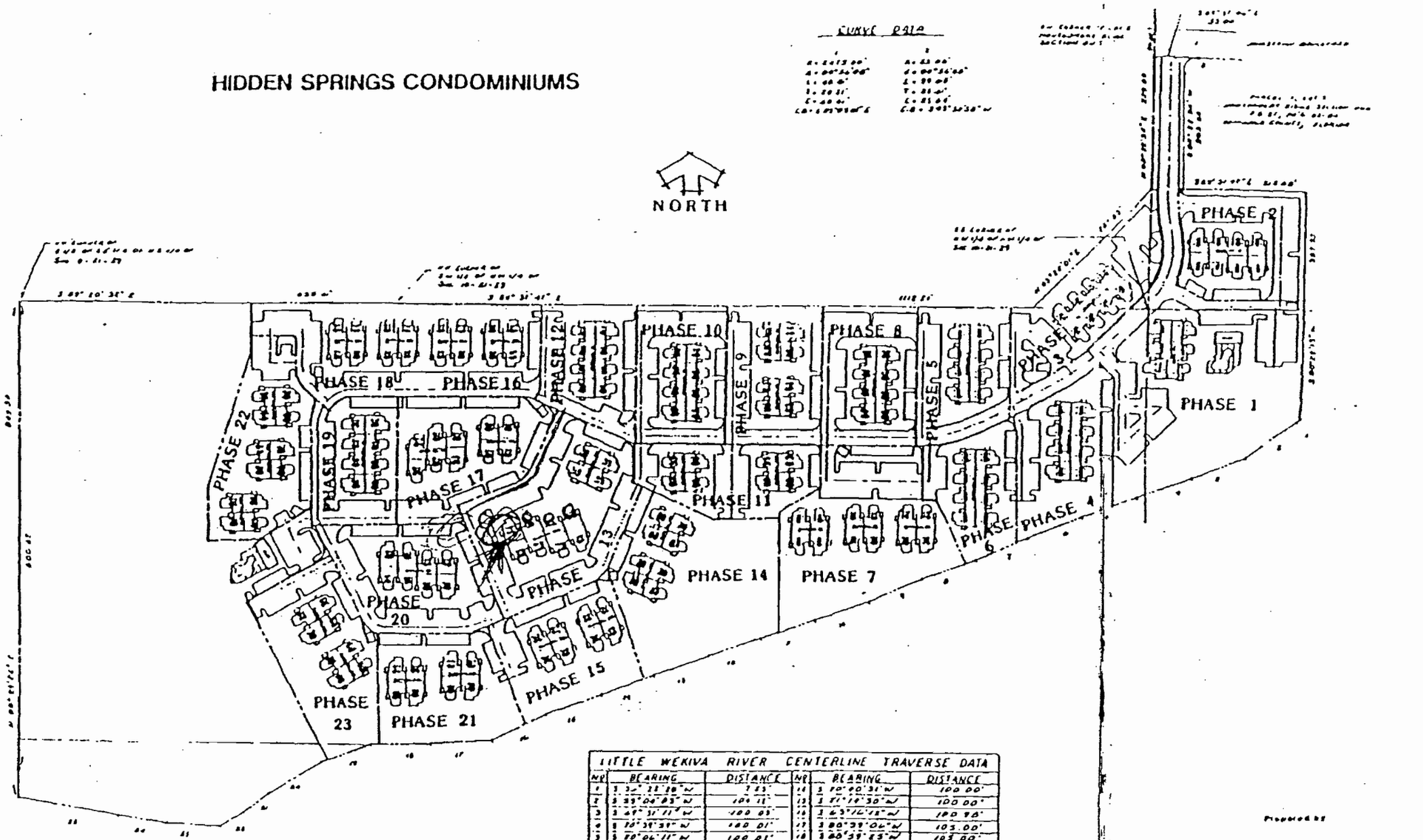
19. Any automobile improperly parked in a space reserved for any Condominium Unit Owner may be towed away at the automobile owner's expense. Automobiles belonging to residents of the Condominium must bear the identifying garage sticker, if any, provided by the Association.

20. Parking areas may be used only for the purposes permitted by the Declaration. By way of illustration, no skateboarding or bicycle riding shall be permitted in the parking areas. Car washing is permitted only in the area, if any, designated by the Association for such purpose.

21. No motor vehicle which cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours, and, except in emergencies, there shall be no repairs of motor vehicles made while on the Condominium Property.

22. Employees of the Association are not to be sent out of the building by Unit Owners for personal errands. The Board of Administration and/or its management agent shall be solely responsible for supervising employees of this Association.

HIDDEN SPRINGS CONDOMINIUMS



LITTLE WEKIVA RIVER CENTERLINE TRAVERSE DATA					
NO	BEARING	DISTANCE	NO	BEARING	DISTANCE
1	S 32° 22' 28" W	7.23'	14	S 70° 40' 31" W	100.00'
2	S 55° 04' 03" W	104.11'	15	S 71° 14' 30" W	100.00'
3	S 49° 31' 11" W	100.03'	16	S 63° 16' 12" W	100.90'
4	S 70° 39' 39" W	100.01'	17	S 80° 39' 06" W	105.00'
5	S 70° 06' 11" W	100.01'	18	S 80° 39' 25" W	105.00'
6	S 68° 22' 30" W	100.13'	19	S 71° 14' 30" W	100.00'
7	S 67° 48' 20" W	100.18'	20	S 57° 12' 30" W	103.08'
8	S 71° 14' 30" W	100.00'	21	S 56° 32' 33" W	36.46'
9	S 67° 14' 20" W	100.24'	22	S 60° 32' 33" W	46.35'
10	S 71° 48' 54" W	100.00'	23	N 86° 35' 21" W	93.11'
11	S 71° 14' 30" W	100.00'	24	N 82° 29' 10" W	85.80'
12	S 72° 23' 08" W	100.03'	25	N 79° 40' 27" W	100.10'
13	S 71° 14' 30" W	100.00'			

Prepared by

Wesley E. Blount P.L.S. 2700

BLOUNT SIMS BOOCK & ROCKETT, INC.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 05292 PGS 0314-0315
CLERK'S # 2004068975
RECORDED 05/05/2004 03:19:29 PM
RECORDING FEES 10.50
RECORDED BY S O'Kelley

This instrument prepared by:

Paul L. Wean, Esq.
WEAN & MALCHOW, P.A.
646 East Colonial Drive
Orlando, Florida 32803

CERTIFICATE OF APPROVAL OF AMENDMENTS TO THE BYLAWS OF HIDDEN SPRINGS CONDOMINIUM ASSOCIATION, INC.

The undersigned authorities hereby certify that the Association unit owner members and the Board of Directors have duly adopted the attached amendment(s) to the Bylaws as originally recorded with the Declaration of Condominium in the Public Records of Seminole County at Official Record Book 1594, Page 668, at a duly called meeting of the members held on November 24, 2003, and reconvened on December 18, 2003. The amendments were adopted by the affirmative vote of at least majority of the members entitled to vote at said meeting of members who were present in person or by proxy as set forth in Article IX of the By-Laws.

Witness our hands and seals this 30th day of January, 2004.

ATTEST:

Janette Paliszewski, Secretary

"ASSOCIATION"

HIDDEN SPRINGS CONDOMINIUM ASSOCIATION, INC.

By [signature], President

STATE OF FLORIDA :
COUNTY OF SEMINOLE :

Before me, the undersigned authority, personally appeared Janette Paliszewski Don Derickson, to me personally known to be the President and Secretary, respectively, of Hidden Springs Condominium Assoc., or having produced _____ as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

Witness my hand and official seal in the State and County last aforesaid, this 30th day of January, 2004.

Cynthia B Lamb (SIGN)
Cynthia B. Lamb (PRINT)
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC
CYNTHIA B. LAMB
Notary Public, State of Florida
My comm. expires Aug. 3, 2005
No. DD45501

PROPOSED AMENDMENT TO THE BY-LAWS OF HIDDEN SPRINGS CONDOMINIUM ASSOCIATION, INC.

Proposed additions are shown **bold underlines**
Proposed deletions are shown in ~~strike-outs~~

III. Members' Meetings.

* * *

7. Action by Members without a Meeting. Notwithstanding the foregoing, any action which permits or requires a vote of the members maybe approved by the members without a meeting by execution of a written consent and waiver of meeting form. The procedure for such action shall be in accordance with applicable law for corporations not for profit generally. The written consent and waiver of meeting form shall be executed by the person authorized to approve or disapprove matters, as set forth in Article II of these By-Laws. The approval required shall be the same concurrence required if a meeting were held to consider the matter and a quorum of one-third of all members, as required by this Article, were present at such meeting.

Prepared by:

Paul L. Wean, Esquire
November 4, 2003

9/150

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

534670

RECORDED & VERIFIED

'00 MAY 10 AM 10: 39

This instrument prepared by:

Paul L. Wean, Esq.
WEAN & MALCHOW, P.A.
1305 East Robinson Street, Ste. A
Orlando, Florida 32801

(12)

CERTIFICATE OF APPROVAL OF AMENDMENTS TO THE BYLAWS OF HIDDEN SPRINGS CONDOMINIUM ASSOCIATION, INC.

The undersigned authorities hereby certify that the Association unit owner members and the Board of Directors have duly adopted the attached amendment(s) to the Bylaws as originally recorded with the Declaration of Condominium in the Public Records of Seminole County at Official Record Book 1594, Page 668, at a duly called meeting of the members held on January 23, 2000. The amendments were adopted by the affirmative vote of at least majority of the members entitled to vote at said meeting of members who were present in person or by proxy as set forth in Article IX of the By-Laws.

OFFICIAL RECORDS BOOK 3848 PAGE 0125 SEMINOLE CO. FL

CINDY G. FORD
MY COMMISSION # CC 797986
EXPIRES: March 23, 2003
Bonded Thru Notary Public Underwriters

Witness our hands and seals this 9 day of March, 2000.

"ASSOCIATION"

HIDDEN SPRINGS CONDOMINIUM ASSOCIATION, INC.

ATTEST:
Notarized by Cindy G Ford for Deidre Boleman only

Deidre Boleman
,Secretary

By Kevin T. O'Day
0300-518-66-333-0
, President

STATE OF FLORIDA : FLORIDA
COUNTY OF SEMINOLE : Seminole

Before me, the undersigned authority, personally appeared KEVIN ODAY (only), to me personally known to be the President and Secretary, respectively, of _____, or having produced FDL# 030051860133 as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

Witness my hand and official seal in the State and County last aforesaid, this 9 day of March, 2000.

Brad White
MY COMMISSION # CC878875
EXPIRES: October 12, 2003
Bonded Thru Western Surety Company

_____(SIGN)

BRAD White (PRINT)

Notary Public, State of Florida at Large

My Commission Expires:

PROPOSED AMENDMENT TO THE BY-LAWS OF HIDDEN SPRINGS CONDOMINIUM ASSOCIATION, INC.

Proposed additions are shown **bold underlines**
Proposed deletions are shown in ~~strike-outs~~

IV BOARD OF ADMINISTRATION

* * *

4. TERM. The term of each Director's service shall extend **for a period of two (2) years from the date of election by the members at an annual meeting** ~~until the next annual meeting of the members~~ and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

OFFICIAL RECORDS
BOOK 3848 PAGE 0126
SEMINOLE CO. FL

Prepared by:

Paul L. Wean, Esquire
11/16/99