

Dear Guest(s):

The Board of Directors would like you to enjoy your stay in the condo your owner has graciously allowed you to occupy for a short while. You are welcome to enjoyment of the facilities up to the restrictions of your category of guest occupancy. You are expected, of course, to meet the behavioral requirements of our Documents and Rules that enable us to maintain a harmonious community. All guests must register upon arrival, and get a temporary Parking Pass. The Office in the Clubhouse is open M-F 8 am – 4 pm, should you have questions. Should you arrive after hours, go to the Bulletin Board in your owner's building where you will find the phone number of an available Building Captain, who may assist your temporary registration. Here are some relevant excerpts from our Declaration of Condominium, plus our Rules, for your information. Thank you.

**Excerpts from the Second Amended and Restated Declaration of Condominium of
Hidden Lake Villas Condominium Association, Inc.**

USE RESTRICTIONS. Use of the property submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

14.1 Occupancy of Units; Single Family Residence. A condominium unit shall be used only as a single family residence. As used in the Condominium Documents, "single family" means one natural person, a group of two or more natural persons who customarily reside together as a single family housekeeping unit, each of whom is related to each of the others by blood, marriage or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping unit. No more than four (4) persons may permanently occupy a two (2) bedroom unit, and no more than two (2) persons may permanently occupy a one (1) bedroom unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the unit for more than thirty (30) nights during a calendar year. No unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred. No person may occupy a unit as a unit owner, tenant, or family member thereof (i.e. occupy the unit on an overnight basis for more than thirty (30) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Articles 16 and 17 hereof, and may charge a reasonable fee for review of occupancy requests. Visitation by guests are governed by Article 15 of this Declaration of Condominium. Units may not be used for commercial or business purposes. Owners (and their family members and tenants) may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming into the Condominium, the postage of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than one regular delivery per day of correspondence or similar items from customary express delivery services.

14.2 Nuisance. The condominium units shall not be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Condominium property, nor which becomes a source of annoyance to the Condominium residents. All property shall be kept in a neat and orderly manner. The common elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such residents. The Condominium property shall be used in accordance with all federal, state, and local laws and ordinances.

14.3 Vehicle and Parking Restrictions.

14.3.1 All motor vehicles must be parked only in designated spaces. Automobiles in an unsightly, rusting and deteriorated condition shall not be parked overnight upon any part of the parking areas or common elements as described below. No motorcycles, mopeds, motorbikes, house trailers, recreational vehicles, campers, utility trailers, boat trailers, trucks, motor homes and commercial vehicles or vehicles bearing a commercial logo shall be parked overnight upon any part of the parking areas or common elements of the Condominium property. All vehicles must be registered at the Association office for overnight parking and must display a permanent parking sticker on the left rear bumper or a temporary parking pass on the left rear window. One (1) automobile parking place, located on the Condominium property, will be assigned to each unit. All other automobile parking spaces shall be under the control of the Board of Directors, and the use of such parking spaces will be as determined by the Board from time to time. No repair or service of cars shall be done on the Condominium property. Automobiles must be driven into, not backed into, parking spaces.

14.3.2 No car covers will be allowed. Car covers will be considered to be any type of material that goes over and around the motor vehicle that is not part of the original motor vehicle.

14.3.3 There shall be a limit of two (2) motor vehicles registered for each Unit Owner, each of which must be licensed, registered and in decent running order.

14.3.4 No unlicensed motor vehicle (such as a trail bike, motor scooter, etc.) shall be operated on the Condominium property at any time.

14.3.5 All licensed motor vehicles operated on the Condominium property, including the parking areas, must meet current Federal, State, County and City safety and equipment regulations and requirements.

14.4 Pets. No pets of any kind or description may be kept or brought upon the Condominium property. Visitors, whether family or not, and tenants are not permitted to bring pets on the premises. The foregoing prohibition on the keeping of pets shall not apply to fish in aquariums or birds in cages.

14.5 Any Unit Owner owning more than one (1) unit in the Condominium shall occupy at least one (1) unit in the Condominium for bona fide residential purposes for the owner or the owner's immediate family when the owner is not in residence. The intent of this provision is to avoid the sale and purchase of units for investment or other purposes unrelated to the use of the units for bona fide residential dwelling purposes, in order to prevent a transient and/or motel/hotel atmosphere in the Condominium.

14.6 Additional Restrictions. Additional restrictions may be included in the Rules and Regulations, which may be amended from time to time by the Board of Directors. Amendments to the Rules and Regulations may, but need not be, recorded in the Public Records. Additional use restrictions are also contained elsewhere in the Condominium Documents.

15. GUEST OCCUPANCY. A "guest" is defined as a person who enters upon the condominium property at the invitation of a unit owner or tenant (or their respective families) for the purpose of visiting the unit owner or tenant (or their respective families), occupying the Condominium unit for less than thirty days during any calendar year, or utilizing the Condominium property. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

15.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Condominium facilities only when accompanied by the unit owner or tenant (or an adult resident member of the unit owner's or tenant's family). The Board may establish additional restrictions on non-overnight guest usage of Condominium facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.

15.2 Overnight Guests When Unit Owner or Tenant is in Residence. Unit owners and tenants (and their respective families) may have related or unrelated overnight guests, so long as the unit owner or tenant is in simultaneous residence. All overnight guests must register with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than six (6) persons (including the unit owner or tenant) sleep overnight in a two (2) bedroom unit, or more than four (4) persons sleep overnight in a one (1) bedroom unit (except there is no restriction on related family members, as defined in Article 15.4.2 of this Declaration). Overnight guests' use of Condominium facilities is subject to the same provisions as use of Condominium facilities by Non-Overnight Guests.

15.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant. Unit owners and tenants are not permitted to have non-overnight guests when the unit owner or tenant is absent from the condominium. Unit owners and tenants may have their units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (pool, parking areas, etc.).

15.4 Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not permitted to have overnight guests (related or non-related) in the absence of the tenants' simultaneous residence. Unit owners are permitted to have overnight guests in the absence of the unit owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium.

15.4.1 Non-Related Overnight Guests in the absence of the owner will be limited to a maximum of two (2) weeks and to three (3) occupancies per calendar year. The limitation on unit density in Article 15.2 applies. Ten (10) days prior notice to the Association is required. There shall be a minimum of thirty (30) days between such guest occupancies.

15.4.2 Related Overnight Guests may occupy a unit in the absence of the owner. For the purpose of this clause, "related" means all persons staying in the unit on an overnight basis, in the absence of the owner, who are related to the unit owner or primary occupant (by blood, marriage or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. Ten (10) days prior notice to the Association is required.

15.5 Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that unit owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial/relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like.

COMPLIANCE AND DEFAULT.

21.1 Duty to Comply; Right to Sue. Each unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the documents creating the Association, the By-Laws and the Rules and Regulations. Action for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against:

21.1.1 The Association;

21.1.2 A unit owner; or

21.1.3 Anyone who occupies a unit as a tenant or is a guest in a unit.

21.2 Waiver of Rights. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that unit owners or Directors may waive notice of specific meetings as provided in the By-Laws.

21.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a unit owner, tenant, guest, or invitee or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorney's fee before trial, at trial and on appeal. The Association may also recover attorney's fees it incurs because of noncompliance with the condominium documents in cases where no court action is filed including, but not limited to, arbitration and pre-litigation fees incurred in the collection of delinquent assessments, and fees reasonably incurred by the Association in obtaining compliance with the Condominium Documents. Said costs and fees shall be secured by a lien for charges, as provided in Article 10.8 hereof.

21.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or unit owners under any terms, provisions, covenants, or conditions of the condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the condominium documents, or at law or in equity.

21.5 Notice of Lien or Suit.

21.5.1 Notice of Lien. A unit owner shall give to the Association written notice of every lien upon his unit other than for permitted first mortgages, taxes and special assessments, within five (5) days after the unit owner receives actual notice of the attachment thereof.

21.5.2 Notice of Suit. A unit owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given five (5) days after the unit owner receives actual knowledge thereof.

21.5.3 Failure to Comply. Failure of an owner to comply with this Section 21.5 will not affect the validity of any judicial suit; however, the failure may render the owner liable to any party injured by such failure.

(Document: HLV guest excerpts declaration)