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AMENDMENT AND RESTATEMENT OF THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HIDDEN HILLS  
RANKIN COUNTY, MISSISSIPPI

INDEXING INSTRUCTIONS:

NE 1/4 of N/E 1/4, NW 1/4 of NE 1/4, SE 1/4 of NE 1/4, SW 1/4 of NE 1/4, NE 1/4 of SE 1/4 and NW 1/4 of NE 1/4 of Section 17, T6N, R3E and  
Lots 1-52, Hidden Hills Phase 1; Lots 53-80, Hidden Hills, Phase 2;  
Lots 81-102, Hidden Hills Phase 3; Lots 103-117 and 119 and 134, Hidden Hills Phase 4;  
Lots 135-190, Hidden Hills Phase 3; Lots 191-271, Hidden Hills, Phase 6;  
Lots 355-367, 380, 385, Hidden Hills, Phase 7  
Cross Reference to: Book 889 Page 559; Page 976 Page 305; Book 1026 Page 542;  
Book 2004 Page 8713; Book 2005 Page 24892

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## TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I. DEFINITIONS	2
ARTICLE II. PROPERTY OR PROPERTIES SUBJECT TO THIS RESTATED DECLARATION	4
SECTION 2. Additional Property.	4
SECTION 3. Annexations.	6
ARTICLE III. PROPERTY RIGHTS IN THE COMMON AREA	6
SECTION 1. Owner's Easements of Enjoyment.	6
SECTION 2. Delegation of Use.	7
SECTION 3. Parking Rights.	7
SECTION 4. Pool.	7
SECTION 5. Title to the Common Area and Common Facilities	7
SECTION 6. Public Use.	8
ARTICLE IV. COVENANT OF COMPLIANCE BY OWNER	
SECTION 1. Covenant to Comply	8
SECTION 2. Covenant Compliance Committee	8
ARTICLE V. MEMBERSHIP AND VOTING RIGHTS.	8
SECTION 1. Membership.	8
SECTION 2. Classes of Members.	8
SECTION 3. Voting.	9
ARTICLE VI. COVENANTS FOR ASSESSMENT, INSURANCE AND TAXES	9
SECTION 1. Creation of the Lien and Personal Obligation of Assessments.	9
SECTION 2. Purpose of Assessments.	9
SECTION 3. Annual Assessment.	9
SECTION 4. Changes in Annual Assessment.	10
SECTION 5. Special Assessments for Capital Improvements.	10
SECTION 6. Notice and Quorum for any Action Authorized Under Section 5.	10
SECTION 7. Uniform Basis of Assessment.	11
SECTION 8. Date of Commencement of Annual Assessments: Due Dates	11
SECTION 9. Effect of Non-payment of Assessments; Remedies of the Association.	11
SECTION 10. Subordination of the Lien to Mortgages.	11
SECTION 11. Costs and Expenses of Certain Damages.	12
SECTION 12. Exempt Property.	12
SECTION 13. Association's Insurance.	12
SECTION 14. Owner's Insurance.	12
SECTION 15. Ad Valorem Property Taxes.	12
SECTION 16. Transfer of Lot.	12
SECTION 17. Newly Platted Lots.	13

ARTICLE VII. ARCHITECTURAL CONTROL.	13
SECTION 1. Developer Approval.	13
SECTION 2. Establishment of the Architectural Review Committee.	13
SECTION 3. Architectural Review Committee.	13
SECTION 4. General Requirements.	14
SECTION 5. Review Process.	15
SECTION 6. Disclaimer.	16
SECTION 7. Rule and Regulations.	17
SECTION 8. Limitations.	17
SECTION 9. Failure to Seek Approval or to Construct According to Plans.	17
ARTICLE VIII. USE RESTRICTIONS.	17
SECTION 1. Residential Use.	17
SECTION 2. Rules and Regulations.	18
SECTION 3. Insurance Cancellation.	18
SECTION 4. Obstruction of Maintenance Areas and the Common Area.	18
SECTION 5. Nuisances.	18
SECTION 6. Rubbish and Debris.	18
SECTION 7. Garbage and Trash.	18
SECTION 8. Mobile Homes and Trailers.	19
SECTION 9. Outside Clothes Lines.	19
SECTION 10. Livestock, Poultry and Pets.	19
SECTION 11. Parking.	19
SECTION 12. Garments and Rugs.	19
SECTION 13. Signs.	19
SECTION 14. Temporary Structures.	19
SECTION 15. Use of Common Area and Common Facilities.	20
SECTION 16. Regulations for Common Areas and Common Facilities.	20
SECTION 17. Outside Antennas.	20
SECTION 18. Mailboxes.	20
SECTION 19. Window Treatments.	20
SECTION 20. Metal Proof, Vinyl Siding.	20
SECTION 21. General Maintenance.	20
SECTION 22. Garage.	21
SECTION 23. Materials and Esthetics.	21
SECTION 24. Vacant Lot Maintenance.	21
SECTION 25. Rental of Lots.	21
SECTION 26. Storage PODS.	22
SECTION 27. Garage, Yard, or Rummage Sales.	22
SECTION 28. Barking Dogs, Loud Music or Other Excessive Noise.	22
ARTICLE IX. EASEMENTS.	23
SECTION 1. Utility Easements.	23
SECTION 2. Damage from Ingress and Egress.	23

SECTION 3. Maintenance and Support Easements.	23
ARTICLE X. BUILDING AND CONSTRUCTION CRITERIA AND REQUIREMENTS.	24
SECTION 1. Fencing Swimming Pools.	24
SECTION 2. Secondary Structures.	24
SECTION 3. Storage Areas.	24
SECTION 4. Utility Lines.	24
SECTION 5. Drainage Requirements.	24
SECTION 6. Sewage Disposal.	25
SECTION 7. Water Supply System.	25
SECTION 8. Walls and Fences.	25
SECTION 9. Materials Storage.	25
SECTION 10. Sedimentation Control.	25
SECTION 11. Setbacks.	25
SECTION 12. Sidewalks.	25
SECTION 13. Burning.	25
SECTION 14. Portable Toilet Facilities.	25
SECTION 15. Curbs.	26
SECTION 16. Drainage Infrastructure.	26
ARTICLE XI. ENFORCEMENT OF THIS RESTATED DECLARATION	26
SECTION 1. Compliance.	26
SECTION 2. Enforcement.	26
ARTICLE XII. GENERAL PROVISIONS.	27
SECTION 1. Severability.	27
SECTION 2. Continuation of Covenants.	27
SECTION 3. Amendment.	27
SECTION 4. Condemnation.	27
SECTION 5. Violation of Law.	28
SECTION 6. Right of Entry.	28
SECTION 7. Headings.	28
SECTION 8. Notices.	28
SECTION 9. Successor to Developer.	28
SECTION 10. Governing Law.	28

AMENDMENT AND RESTATEMENT OF THE  
DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS  
FOR HIDDEN HILLS  
RANKIN COUNTY, MISSISSIPPI

PREAMBLE

WHEREAS, the undersigned, Hidden Hills, Inc., acting herein by and through its duly authorized officers, and other Owners signing this instrument are the owners of part or all of certain land and property lying and being situated in Rankin County, Mississippi, and being more particularly described as follows:

**See Exhibit "A" attached hereto.**

WHEREAS, the undersigned, Hidden Hills, Inc., hereinafter referred to as "Developer", has created and is developing on the land described in Exhibit "A" a distinctive residential community known as Hidden Hills; and

WHEREAS, the Developer has previously filed a Declaration of Covenants, Conditions and Restrictions which Declaration is recorded in Book 899 Page 559 of the Land Records of Rankin County, Mississippi ("Declaration"). In addition, the Developer has filed the following:

(1) Supplement to the Declaration of Covenants, Conditions and Restrictions for Hidden Hills, Rankin County, Mississippi, recorded in Book 976 Page 305, as to Hidden Hills, Phase Two.

(2) Certificate of Declaration of Covenants, Conditions and Restrictions for Hidden Hills, Phase Three, recorded in Book 1026 Page 542 as to Phase Three.

(3) Certificate of Declaration of Covenants, Conditions and Restrictions for Hidden Hills, Phase 4, as to Phase 4.

(4) Supplement to the Declaration of Covenants, Conditions and Restrictions for Hidden Hills, Rankin County, Mississippi, recorded in Book 2005 Page 24892, as to Hidden Hills, Phase 5.

WHEREAS, the adoption of the Covenants, Conditions and Restrictions set forth in the Declaration and the instruments referenced in the proceeding paragraph, are consistent with Developer's desire to provide for the preservation of the values and amenities in Hidden Hills and for the designation and maintenance of Common Areas and Common Facilities. To this end, the Developer has subjected all of the property described in Exhibit "A", including any and all improvements thereon, to the terms, covenants, conditions, easements, restrictions, uses, limitations, obligations, charges, assessments and liens ("Covenants") set forth in such Declaration and in certain Amendments thereto, each of which separately is, and all of which jointly are, for the benefit of the Developer and the Owners, and for the

benefit of the subsequent assignees or successors to the Developer as to the property described in Exhibit "A"; and

WHEREAS, the Declaration provides for the administration of the Common Areas and Common Facilities, if any, and for the enforcement of the Covenants by the Bylaws of the Hidden Hills Homeowners' Association, Inc., a non-profit corporation organized under the laws of the State of Mississippi ("Association").

WHEREAS, the Developer and the Owners who own a Lot and/or other Property in the Hidden Hills or which may be annexed as part of Hidden Hills desire to restate and readopt the Covenants to clarify the interpretation of certain provisions of the Covenants, to address matters originally not contained in the Covenants, to provide for easier and more certain interpretation of the Covenants and to enhance the Hidden Hills development.

NOW, THEREFORE, the Developer and the undersigned Owners, as defined herein, hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, obligations, charges, assessments and liens shall be deemed to run with the land and shall be a benefit and a burden to the Developer, its successors and assigns and to any person acquiring, owning or leasing an interest in the Property and improvements, and the grantees, successors, heirs, executors, administrators, devisees, and assigns, and further that this instrument and its terms and conditions shall hereafter replace and supercede the Declaration, and all Prior Supplements (as defined herein), to-wit:

## ARTICLE I DEFINITIONS

SECTION 1. The following Definitions shall hold unless the context shall expressly provide otherwise:

(A) "Restated Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hidden Hills, going forward as supplemented and amended from time to time.

(B) "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto including the land described in Exhibit "A" hereafter and all additional property and annexations as may hereafter be brought within the jurisdiction of this Restated Declaration or the Association as hereinafter provided.

(C) "Lot" shall mean and refer to a platted Lot, according to the map or plat of [List Plats] and all improvements thereon as well as any platted Lots which may be shown on any map or plat filed in the future for expansion property and/or annexations as hereinafter provided.

(D) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee or undivided fee interest in and to any Lot which is part of the Property, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure

or any proceeding in lieu of foreclosure.

(E) "Common Area" shall mean and refer to those areas of land shown on a recorded plat of Hidden Hills, if any, as well as that shown on future recorded plats of expansion property and/or annexations, intended to be devoted to the common use and enjoyment of the Owners of Hidden Hills. Notwithstanding anything contained herein to the contrary, the Developer is under no obligation to develop or construct any Common Areas, and when the term "Common Areas" is used in this Restated Declaration it is understood that Common Areas might not be constructed on the Property.

(F) "Common Facilities" shall mean all the buildings and other improvements constructed on any portion of the Common Area, for the common use, benefit and enjoyment of the Owners of Hidden Hills, if any. Notwithstanding anything contained herein to the contrary, Developer is under no obligation to develop or construct any Common Facilities, and when the term "Common Facilities" is used in this Restated Declaration it is understood that Common Facilities might not be constructed on the Property.

(G) "Association" shall mean and refer to Hidden Hills Homeowners' Association, Inc., a non-profit corporation, organized under the laws of the State of Mississippi, its successors and assigns, of which all Owners are members by virtue of the ownership of a Lot in Hidden Hills.

(H) "Board Of Directors" shall mean and refer to the group consisting of individuals who shall be elected as provided in the Association Bylaws and who shall have the responsibility of administering the affairs of the Association.

(i) "Managing Agent" shall mean that person or entity to whom the Board Of Directors may, from time to time, delegate part or all of its responsibility.

(J) "Map" or "Plat" shall mean those engineering surveys of the Property which indicates the platted Lots and Common Area with sufficient dimensions thereon to facilitate identification thereof; and which Map or Plat is on file in the office of the Chancery Clerk of Rankin County, and any Maps or Plats recorded in the future depicting Lots on all or part of the additional property and/or annexations.

(K) "Developer" shall mean Hidden Hills, Inc., its successors or assigns.

(L) "Member" shall mean and refer to each Owner who is a member of the Association.

(M) "Amended or Supplemental Declarations" shall mean any amended or supplemental Declaration of Covenants, Conditions and Restrictions filed in the office of the Chancery Clerk of Rankin County, Mississippi which is intended to and does apply to any part of the Property.

(N) "Development" shall mean the Hidden Hills residential subdivision development as shown on the Maps or Plats filed in the office of the Chancery Clerk of Rankin County, Mississippi relating to the Property described herein.

(O) "Bylaws" shall mean the bylaws of the Association adopted from time to time by the Association.

(P) "Dwelling" shall mean improvements constructed on a Lot for use as a personal residence.

(Q) "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions recorded in Book 899 Page 559 of the Land Records of Rankin County, Mississippi, Hidden Hills, Rankin County, Mississippi and the Prior Supplements as defined herein. The Declaration is amended and restated in full as set forth herein.

(R) "Prior Supplements" shall mean any Supplement or Certificate to the Declaration described on Page 1 of this Restated Declaration which is a part of the Declaration and which is being restated by this Restated Declaration.

Other capitalized terms shall have the meaning and definition set forth herein.

## ARTICLE II

### PROPERTY OR PROPERTIES SUBJECT TO THIS RESTATED DECLARATION

SECTION 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Restated Declaration is located in Rankin County, Mississippi and is described in Exhibit "A", hereto, all of which real property has been annexed as a part of Hidden Hills and may hereinafter be referred to as "Existing Property."

SECTION 2. Additional Property. The Developer desires and intends at a future time or times to expand Hidden Hills in increments or parts, the exact size and configuration of which shall be at the sole discretion of Developer, or its successors in title, to include all of property now or in the future owned by Developer which is annexed as part of Hidden Hills pursuant hereto.

The Developer expressly desires to impose upon such property mutually beneficial Covenants, Conditions and Restrictions for the benefit of all Owners in Hidden Hills, as now existing and in the future expanded, and for any future owners of any of the Existing Property or any Additional Property, and to provide for the reciprocal restrictions and easements among and for the benefit of all Hidden Hills Owners.

Therefore, Developer hereby declares that each time and at such time as the Development is expanded to include any part of or all of the property within the boundaries of the Existing Property or any annexed Additional Property, subject to the conditions precedent set forth below, such property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the protective covenants, conditions and restrictions set forth in this Restated Declaration, all of which are hereby declared and agreed to be in furtherance of a mutual plan for the improvement and sale of all of Lots in Hidden Hills and are hereby established and agreed upon for the purpose of enhancing and perfecting the value, desirability, and attractiveness of all the Development as expanded, as



follows:

(A) Condition Precedent. The provisions of this Article shall become effective each time upon, and not before, the recording in the office of the Chancery Clerk of Rankin County, Mississippi, of a Map or Plat, duly and properly executed by Developer, or its successor in title, of all or any part of the property referenced in this Article which has not theretofore been platted and recorded, together with an Amended or Supplemental Declaration of Covenants, Conditions and Restrictions properly executed by Developer, or its successors in title, declaring that it is desired and intended that the provisions of this paragraph shall become effective, and therefore that this Restated Declaration shall apply to and affect the property described in the Amended or Supplemental Declaration and shown on the Map or Plat as though such property was originally subjected to the provisions of this Restated Declaration and to the same extent and degree as this Restated Declaration shall and does apply to and affect the portion of Hidden Hills, which was first subjected thereto. Such Amended or Supplemental Declaration may contain such complementary additions and modifications of the Covenants contained in this Restated Declaration as may be necessary to reflect the different character, dimensions, elevations or geography, if any, of the property and as such are not inconsistent with the scheme of this Restated Declaration. In no event, however, shall such Amended or Supplemental Declaration revoke, modify, or add to the Covenants established by this Declaration, or any amendments thereto, with respect to that portion of the Property which has previously been platted. Thereupon, the powers, duties, and responsibilities of the Board of Directors and Officers of the Association shall be co-extensive with regard to all parts of Hidden Hills, as expanded and the Board of Directors and officers shall, pursuant to the provisions of this Restated Declaration constitute the Board of Directors and Officers for Hidden Hills, as expanded, and the rights and obligations of the Owners of property in Hidden Hills, as expanded, shall be the same and identical to the rights and obligations of Owners of Hidden Hills, as originally created. The Association shall continue to collect and disburse monies as required and hereby permitted for Hidden Hills. In all respects and meanings, Hidden Hills, as expanded, shall be deemed to be a single residential project for the purposes and in accordance with the provisions of this Restated Declaration.

(B) Reciprocal Easement. Subject to recording a map or plat and an Amended or of Supplemental Declaration as provided for in Section 2(a) of this article:

1. Developer hereby reserves, for the benefit of and appurtenant to the Lots hereinafter located upon any of the property, and the respective Owners, non-exclusive easements to use the Common Areas and Common Facilities in Hidden Hills, or in the Development as expanded, and/or additional parts, pursuant to and in the manner prescribed by this Restated Declaration to the same extent and with the same effect as the current Owners of Lots in Hidden Hills.

2. Developer hereby grants for the benefit of and appurtenant to the Lots in Hidden Hills, and the Owners, non-exclusive easements to use the Common Areas and Common Facilities in the Development as expanded, pursuant to the provisions of and in the manner prescribed by this Restated Declaration to the same extent and with the same effect as the Owners of the Development as expanded.

(C) Amendment. Notwithstanding anything to the contrary in this Restated Declaration the provisions of this Section 2 of ARTICLE II. may not be amended without the prior written consent of the Developer or his successors in title to any unplatted property.

(D) Notwithstanding anything contained herein to the contrary, Developer is under no obligation to develop additional phases or parts to this Development.

SECTION 3. Annexations. Additional residential property and Common Area outside the limits of the property described in this Article may be annexed and brought within the scheme of this Restated Declaration upon approval of the Developer or by a majority vote of the total votes by Class A and Class B Members of the eligible or entitled to vote, attending in person or by proxy, at a special meeting duly called for such purpose; provided, however, that:

(A) such additions are not inconsistent with the provisions of the Preamble hereof;

(B) such additions will become subject to assessment for a proper share of the expenses of the Association;

(C) such annexation shall become effective only upon the filing in the office of the Chancery Clerk of Rankin County, Mississippi an Amended or Supplemental Declaration with respect to the property which shall extend the scheme of the Covenants of this Restated Declaration to such property. Such Amended or Supplemental Declaration may contain such complementary additions and modifications of the Covenants contained in this Restated Declaration as may be necessary to reflect the different character, dimensions, elevations or geography, if any, of the property and as such are not inconsistent with the scheme of this Restated Declaration. In no event, however, shall such Amended or Supplemental Declaration revoke, modify, or add to the Covenants established by this Declaration, or any amendments thereto, with respect to that portion of the Property which has previously been platted.

### ARTICLE III PROPERTY RIGHTS IN THE COMMON AREA

SECTION 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and Common Facilities, which easement shall be inseparable from, appurtenant to, and shall pass with the title to every Lot subject

to the following provisions:

(A) the right of the Association, in accordance with its Articles of Incorporation or Bylaws, to borrow money for improving the Common Area and Common Facilities and in aid thereof to mortgage the Association's interest in property known as Common Area and Common Facilities; provided, however, that the rights of any such mortgagee in the Common Area and Common Facilities shall be subordinate to the rights of the Owners hereunder.

(B) the right of the Association to limit the number of guests of Owners.

(C) the right of the Association to dedicate or transfer all or any part of the Common Area and Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association; provided, however, that no such dedication or transfer shall be effective unless such action shall have been approved by a majority vote of the total votes by Class A and Class B members eligible or entitled to vote and attending in person or by proxy, a special meeting of the Members duly called for such purpose. Upon such approval, an instrument signed by two officers of the Association shall be recorded in the office of the Chancery Clerk of Rankin County, Mississippi, stating such dedication, transfer, purpose or condition.

(D) the right of the Association to adopt, promulgate and publish such rules and regulations with respect to the use and benefit of the Common Areas and Common Facilities.

(E) the right of the Association to suspend the enjoyment rights of any Owner during any period in which any Assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

SECTION 2. Delegation of Use. Any Owner may delegate, in accordance with this Restated Declaration and the Bylaws, his right of enjoyment to the Common Area and Common Facilities to members of his family or his tenants who reside on his Lot.

SECTION 3. Parking Rights. The use of any part of the Common Area for parking shall be subject to the exclusive control and management of the Board of Directors of the Association, including the assignment of areas where boats, trailers, and similar personal property may or may not be parked or towed. Parking on the street in any part of the Development, including the Common Areas, is prohibited.

SECTION 4. Pool. The Association may maintain a swimming pool in the discretion of the Board. If a pool is maintained, the Board may impose rules for use and maintenance of the pool and areas surrounding the pool. The Board may also establish fines or Special Assessments for anyone who violates or disobeys such rules. Under no circumstances shall the Board or any Member be responsible for any damage or loss suffered by any person using the pool. The Association may require anyone using the pool to complete a Registration form and to sign a release which releases the Board, the Association and all Members from any damages or loss suffered by any person using the pool or other Common Areas.

SECTION 5. Title to the Common Area and Common Facilities. Title to the Common Area and Common Facilities, if any, shall pass from the Developer to the Association upon delivery of a deed to the Association.

SECTION 6. Public Use. The Common Areas and Common Facilities are developed for use by the Members and the guests of Members and not for the public at large. Any person using the Common Areas and Common Facilities should have in his possession identification and evidence of his Membership in the Association.

#### ARTICLE IV COVENANT OF COMPLIANCE BY OWNER

SECTION 1. Covenant to Comply. Every person or entity who accepts a Lot in Hidden Hills and qualifies as defined herein as an Owner, (including any tenant, any purchaser at foreclosure, or any other party in possession) hereby covenants, whether or not it shall be so expressed in the Deed or other conveyance instrument by which such Owner acquires a Lot, that such Owner will faithfully comply with and abide by the provisions of this Restated Declaration and the Bylaws and rules and regulations of the Association as presently constituted and as the same may be lawfully amended from time to time.

SECTION 2. Covenant Compliance Committee. The Board may establish a covenant compliance committee to monitor any violations or purport violations of any of the Covenants. The Committee, subject to Board approval, may adopt and enforce procedures for covenant compliance, violations, notices, appeals, fines, Special Assessments, and any other matters affecting the Development and the Association.

#### ARTICLE V MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Membership. Each Owner of a Lot which is subject to assessment shall be a member of the Association; provided, however, that any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member; and provided further, that membership shall be appurtenant to and shall not be separated from the ownership of any Lot.

SECTION 2. Classes of Members. The Association shall have two classes of voting membership:

Class A. Class A members shall be each Owner of a Lot, with the exception of the Developer. Each Owner shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members of the Association but they shall be treated as a single Owner or Member for all purposes. The vote attributable to such Lot on all matters on which Members are entitled to vote shall be exercised as such Members determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Developer, its successor and assigns, and

shall be entitled to four (4) votes for each Lot the Developer owns. The Class B membership shall cease and shall be converted to a Class A membership only at such time as the Developer no longer owns any of the Property or any Lot contemplated herein, or at such other earlier time as the Developer terminates the Class B membership by filing a written instrument in the office of the Chancery Clerk of Rankin County, Mississippi making reference to this Declaration and stating that Developer has terminated such Class B Membership.

SECTION 3. Voting. Unless otherwise provided herein, all matters for which a vote of the Members of the Association is necessary to act shall be approved by a majority vote of the total votes of the Members eligible to vote and attending in person or by proxy at a properly called and held special or annual meeting of the Members.

## ARTICLE VI COVENANTS FOR ASSESSMENTS, INSURANCE AND TAXES

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed or other conveyance document for a Lot, whether or not expressed in any such deed or other conveyance document, shall be deemed to covenant and agree to pay to the Association such Assessments as follows:

(A) annual assessments for maintenance and expenses of operating the Association and providing services described herein, and

(B) special assessments for capital improvements and other proposes described herein. Such assessments shall be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, if incurred by the Association to collect such assessments, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. No Owner shall be relieved of the Owner's personal obligation for delinquent assessments by passing such obligation to the Owner's successors in title to such Lot unless such obligation is expressly assumed by such successors and such action is approved by the Board of Directors of the Association.

SECTION 2. Purpose of Assessments. Except as permitted by Sections 11. and 12., the assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Property and, for the improvement and maintenance of the Common Area and Common Facilities. No portion of the annual and special assessments provided for or permitted by this Article is intended to be, or shall be construed to be, dues for Membership in the Association.

SECTION 3. Annual Assessment. The annual assessment shall be established by the

Board of Directors from time to time. The Board shall attempt to set the annual assessment for each calendar year prior to the end of the preceding calendar year; however, if the Board fails to do so, the preceding year's assessment shall continue in effect until the Board establishes a new or revised annual assessment. Within a reasonable time after setting the annual assessment for a particular calendar year, the Board shall advise the Members by email, U.S. mail, personal notice, website posting or any other acceptable communication. The Board may also file a Notice of Assessment in the records of the Chancery Clerk of Rankin County, Mississippi.

SECTION 4. Changes in Annual Assessment. Changes may be made in the annual assessment as follows:

(A) The annual assessment may be increased or decreased by the Board of Directors in such amounts and at such times as the Board deems necessary in its sole discretion.

(B) The Board may offer a discount for prompt payment of assessments and may impose a penalty charge for late payments.

SECTION 5. Special Assessments for Capital Improvements. In any assessment year, in addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, addition, repair or replacement of a capital improvement upon the Common Area and Common Facilities, including fixtures and personal property related thereto. Any such special assessment for capital improvements shall be effective if approved by a majority vote of the total votes by Class A and Class B members eligible to vote and attending in person or by proxy at an annual meeting or at a special meeting of the Members duly called for such purpose. Notwithstanding anything contained herein to the contrary, the Board shall have the authority to assess and collect such assessments as are necessary to make repairs and/or to maintain existing fixtures and structures.

SECTION 6. Notice and Quorum for any Action Authorized Under Section 5. Written notice of any special meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all Members eligible or entitled to vote not less than ten (10) days nor more than sixty (60) days in advance of the meeting and shall state the purpose. The presence of members or of proxies entitled to cast twenty-five percent (25%) of the total votes of Class A and Class B Members eligible or entitled to vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. If any special assessment is to be proposed at an annual meeting, the Notice of such annual meeting shall so state that such special assessment shall be proposed and the quorum and voting requirements for an annual meeting shall apply.

SECTION 7. Uniform Basis of Assessment. Except as set forth in Sections 11. and 12., both annual and special assessments must be fixed on a uniform basis for all platted Lots of record and may be collected at such times as the Board may from time to time determine. All Lots shall be assessed at such rates and such times and for such amounts as the Board of Directors of the Association shall determine in its sole discretion.

SECTION 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments shall commence as to all Lots subject to assessments on the first day of the month more than thirty (30) days next following the conveyance of the Lot from the Developer to another party or on January 1 of the year following the date the Plat for such Lot is filed or record in the office of the Chancery Clerk of Rankin County, Mississippi. The annual assessment shall be adjusted according to the number of months remaining in the calendar year.

SECTION 9. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment, whether annual or special, not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the Assessment and/or may foreclose the lien against the Owner's Lot. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property. Such Owner hereby expressly grants to the Association a power of sale in connection with the lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Common Facilities or by abandonment of his Lot. The Association is entitled to collect the attorneys fees and other expenses incurred in any action to collect any assessment and such expenses shall be added to the assessment and the lien shall apply to all such amounts.

SECTION 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer; however, it shall not extinguish the debt or obligation of the Owner to pay the Assessments. The Owner of a Lot may create a second mortgage on the following conditions: (1) that any such second mortgage shall always be subordinate to this Restated Declaration, and to the Bylaws, and subsequent amendments thereto; and (2) that the mortgagee under any second mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the

proceeds under all insurance policies upon the Lot. Such release shall be furnished forthwith by a second mortgagee upon written request by the Association.

SECTION 11. Costs and Expenses of Certain Damages. Whether or not specifically provided in this Declaration, if the Board of Directors determines that any Owner (i) has failed or refused to properly satisfy or discharge any maintenance, repair, care, upkeep, replacement or any other obligations or duties for which the Owner is responsible under this Restated Declaration; (ii) is in violation of these Covenants and has not cured such violations within a reasonable time after notice of violation is given to the Owner or has repeated such violations; or (iii) is responsible for damage to the Common Area and Common Facilities; then, if deemed to be necessary or appropriate by the Board of Directors, the Association may provide such maintenance, repair, care, upkeep or replacement or satisfy or discharge any such other obligations or duties at the Owner's sole cost and expense. All such amounts shall be considered to be a special assessment against the Lot, and the Owner of such Lot shall be personally responsible and liable for the payment of all such amounts immediately upon notice from the Association. All such amounts shall become a lien against such Lot which shall be enforceable by the Association. Such amounts due shall bear interest as set forth above.

SECTION 12. Exempt Property. All properties dedicated to, and accepted by, a local public authority shall be exempt from the assessments created herein.

SECTION 13. Association's Insurance. The Association shall apply for, obtain, pay the costs or premiums of and maintain insurance in such limits and forms and from such companies as the Board of Directors shall consider appropriate.

SECTION 14. Owner's Insurance. Each Owner shall insure his Dwelling and other improvements on his Lot at all times for full replacement value against losses due to hazards which may be insured or covered under extended coverage provisions, including fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and other hazards. Each Owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his Dwelling and other improvements, including decorations, furnishings and personal property in or on such Dwelling or the other improvements, and his personal property stored elsewhere on his Lot or the Property, and for his personal liability to Persons which is not covered by liability insurance for all Owners obtained by the Association and included in the annual assessments.

SECTION 15. Ad Valorem Property Taxes. (A) Each Owner shall be responsible for and promptly pay ad valorem property taxes on his Lot and Dwelling.

(B) The Association shall be responsible for ad valorem property taxes on the Common Area and such other taxes as may be levied against the Association and all costs of such taxes shall be a common expense of all Owners and a part of the annual assessment.

SECTION 16. Transfer of Lot. Any Owner transferring his or her Lot shall remain liable for any assessments, either annual or special, which are unpaid at the date of transfer. No sale or transfer shall relieve such Owner from liability for any such assessments or release



such Lot from the lien thereof. It shall be the duty of any party acquiring a Lot to verify the status of assessments on such Lot. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association or the Management Agent setting forth the date through which assessments on a specified Lot have been paid or that payment of any assessment is delinquent. If any party acquires a Lot and there are outstanding assessments, such party shall be responsible for either causing the Owner of such Lot to pay the unpaid assessments prior to transfer or for paying such assessments upon accepting title to the Lot.

SECTION 17. Newly Platted Lots. As and when a plat is filed for any new Phase of the Development depicting new Lots, the Developer shall not be liable for an Annual Assessment so long as the Developer retains ownership of any newly platted Lot. Upon sale of such Lot, the Buyer shall pay the Annual Assessment prorated on a monthly basis beginning on the first day of the month beginning after the date the deed to the Lot is filed of record.

## ARTICLE VII ARCHITECTURAL CONTROL

SECTION 1. Developer Approval. Any new construction of a Dwelling or other improvements on any Lot shall be approved by the Developer so long as the Developer owns any Lot or Additional Property within the Development. New construction shall mean any construction on any Lot prior to the later of the date that a Certificate of Occupancy is issued or that permanent utilities are connected to the Dwelling. Thereafter, any construction or related activity to any Dwelling or Lot as set forth herein or as later determined by the Board shall be submitted to the Architectural Review Committee.

SECTION 2. Establishment of the Architectural Review Committee. There has been established the Hidden Hills Architectural Review Committee ("Architectural Review Committee"). The Architectural Review Committee shall be appointed by the Developer as long as Developer owns of record any Lot or any Additional Property. Thereafter, the Architectural Review Committee shall be appointed by the Board of Directors.

SECTION 3. Architectural Review Committee. After the Developer has sold all Lots in the Property, the Architectural Review Committee shall consist of not less than three nor more than five individuals who shall be appointed or designated from time to time by the Board of Directors and who may be but are not required to be Members. The members of the Architectural Review Committee shall serve at the pleasure of the Board of Directors and may be removed at any time by the Board of Directors with or without cause. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required to make any finding, determination, ruling or order or to issue any permit, consent, approval or disapproval under this Declaration, including this Article VII, for the approval or disapproval of all or any portion of any Plans, and/or to recommend that the Board of

Directors adopt any rule or regulation relating to the provision of this Article VII.

SECTION 4. General Requirements. Except for the purposes of proper maintenance and repair, no improvement, including, but not limited to, buildings, fences, walls or other structures, and no exterior addition, change or alteration to any improvement, including any change or alteration of color, shall be commenced, erected, constructed, placed, altered, moved, maintained or permitted to remain on any portion of the Property, including any Lot, until after compliance with the review process of this Article VII and approval of Plans by the Developer or Architectural Review Committee, as required hereunder. No Developer or other builder, including any Owner or lessee of a Lot, shall commence to remodel or to alter existing improvements on any Lot until approval has been granted the Architectural Review Committee in accordance with the review process of this Article VII. Any Owner and/or builder, at its expense, shall complete and submit to the Developer or Architectural Review Committee two complete sets of Plans for review. The Plans shall provide for a first class structure, workmanship and materials. Specific requirements of the submittals shall be established by the Developer and the Architectural Review Committee and shall be set forth in Architectural Guidelines developed for such purpose. The Architectural Guidelines shall be approved by the Board of Directors and may include the following as well as any additional requirements:

(A) Building plans, at a reasonable scale, and building specifications, which may include the location, nature, shape, height, materials, color and finish of materials, type of construction, floor plans and elevations, details of exterior wall construction and other exterior features, gross square footage and other characteristics of the improvements and other information required or specified by the Developer or Architectural Review Committee.

(B) A drainage plan which will coordinate with the overall area drainage, including approval by the Mississippi Department of Environmental Quality.

(C) A site plan, at a reasonable scale, which will include an accurate grading plan and which shall show the location of all (i) improvements, (ii) exterior lighting and signs, (iii) pedestrian walkways, vehicular circulation and parking areas, and (iv) designation of all proposed utility lines, air conditioning units, aerial lines, pipes, conduits, transformers and similar equipment.

(D) A landscape plan.

(E) Retaining walls.

(F) A statement by the builder's architect and engineer, or if none, by the builder, that the proposed construction complies with all applicable building and zoning codes and regulations and this Restated Declaration.

(G) A construction time table or schedule, including anticipated completion date.

Until compliance with the review process of this Article VII and approval of the Plans by the Developer and/or Architectural Review Committee, no Owner or builder shall (i) install, erect, attach, apply, paste, hinge, screw, nail, guild, alter, remove or construct any (1)

lighting, (2) shade, screen, awning or patio cover, (3) exterior decoration, (4) fence or wall, (5) aerial line, (6) antenna, radio or television broadcasting or receiving device, (7) slab, sidewalk, driveway, road, curb or gutter, or (8) patio, balcony or porch; (ii) make any change or otherwise alter, including any change or alteration of color, in any manner whatsoever to the exterior of any improvement constructed upon any Lot; (iii) combine or otherwise join two or more Dwellings except on Lots specifically permitted by this Restated Declaration and/or as shown and designated on the Plat or partition such Dwellings after combination; or (iv) make any change or alteration to the interior or exterior of any Dwelling which will alter the structural integrity of the building or otherwise affect the Lot or the Property, the interest or welfare of any other Owner or the Association, materially increase the cost of operating or insuring any of the Common Areas or Common Facilities, or impair any easement. The Developer and/or the Architectural Review Committee has the right to grant variances to the Architectural Guidelines or these Covenants on a case by case basis. The Owner or builder shall provide to the Developer or Architectural Review Committee a copy of any building permit issued by any governmental entity.

SECTION 5. Review Process. Within 30 business days after receipt of all of the Plans, the Developer or Architectural Review Committee shall review the Plans and shall either approve or disapprove all or any portion of the Plans. Written notice of such decision shall be given to the Owner or builder, and if applicable, such notice shall specify the reasons for any disapproval. The right to disapprove the Plans shall be limited to (i) the failure of the Owner or builder to include information which is required by, or otherwise would satisfy the requirements of, this Article VII or other provision of this Restated Declaration, (ii) objections to the design, general massing, color, materials or development of any proposed building or improvement which is determined to be incompatible with the existing or surrounding structures on, or the topography and conformity with the design concept of or for, the Property; (iii) objections that the Plans do not provide for first class structure, workmanship or materials, (iv) failure to provide a landscape plan which is consistent with the quality, development or design of the Property, or (v) any other reason or reasons which are not arbitrary or capricious, including, but not limited to, aesthetic considerations. If any portion of the Plans is not approved, the Owner or builder shall amend and modify the Plans to conform to the requirements of, and to cure any objections made by, the Developer or the Architectural Review Committee. Upon the completion of each amendment and modification, the Plans shall be resubmitted to the Developer or the Architectural Review Committee for review and approval or disapproval. The right to disapprove the amended and modified Plans shall be confined to (i) the portion of the Plans not previously approved, (ii) new matters not disclosed by or included in the Plans previously submitted, or (iii) matters which do not satisfy the requirements of this Article VII or other provisions of this Restated Declaration.

The Owner or builder must obtain written approval of the Plans from the Developer or Architectural Review Committee prior to commencement of any on-site construction,

installation, clearing, grading, paving or landscaping, except to the extent the Owner or builder may receive written permission from the Developer or Architectural Review Committee to engage in any or some of such activities prior to the review or approval of the Plans.

If the Owner or builder desires to materially modify or change the Plans after approval of the Plans, but not including modifications or changes of or to the interior design, the Owner or builder shall submit two complete copies of such proposed changes to the Developer or Architectural Review Committee for review and approval or disapproval. If the Developer or Architectural Review Committee shall fail to approve or disapprove the Plans, amended and modified Plans and/or proposed modifications or changes to the Plans within 30 business days after receipt of the Plans, then such approval shall not be required, and the Plans, amended or modified Plans or proposed modifications or changes to the Plans will be deemed to have been approved.

The decision of the Developer or Architectural Review Committee shall be final except that any decision may be appealed to the Board of Directors by any Owner who is aggrieved by any action or forbearance from action by the Developer or Architectural Review Committee or by any policy, standard, or guideline established by the Developer or Architectural Review Committee. Upon written request such Owner or builder shall be entitled to a hearing before the Board of Directors.

The Owner or builder will be responsible for the payment of reasonable charges established by the Board of Directors from time to time for the review of the Plans or amendments, modifications or changes to Plans, but no charges shall be imposed on any governmental authority using any portion of the Property. One copy of the Plans as approved or disapproved shall be retained in the Association's permanent records and one copy of the Plans, as approved, marked or stamped with such approval shall be returned to the Owner or builder.

SECTION 6. Disclaimer. The Board of Directors, the Architectural Review Committee, each director and each officer of the Association, each member of the Architectural Review Committee and the Association and, if applicable, the Developer shall not be liable to any Owner, builder or any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Owner or other Person arising or resulting from or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Developer or the Architectural Review Committee or public authorities, whether given, granted or withheld. No approval of Plans and no publication of architectural guidelines, standards or bulletins shall be construed either to represent, guarantee or imply that such Plans, guidelines, or architectural standards will result in a properly designed or constructed Dwelling or other improvement, or to represent, guarantee or imply that any Dwelling or other structure or improvement will be built or constructed in a good, workmanlike manner. Approval of any particular Plans shall not be construed as a waiver of

the right of the Developer or the Architectural Review Committee to disapprove all of any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

SECTION 7. Rule and Regulations. Upon the recommendation of the Architectural Review Committee, from time to time the Board of Directors may (i) adopt and promulgate such rules and regulations regarding the construction or alteration of any structure or improvement and the form and content of Plans to be submitted to the Developer or Architectural Review Committee for review and approval or disapproval, and (ii) publish and/or file for record such statements of policy, standards, guidelines, and establish such criteria relating to architectural styles or details, colors, size, set-backs, materials or other matters relating to architectural control, protection of the environment, including the use and application of fertilizers, pesticides and other chemicals, and the preservation of such aesthetic values and characteristics and amenities, as may be considered necessary and appropriate. No such rules, regulations, statements or criteria shall be construed as a waiver of any provision of this Article VII or any other provision of requirement of this Restated Declaration.

SECTION 8. Limitations. Construction in accordance with approved Plans shall be commenced within six months after approval, whether by affirmative action or by forbearance from action, and shall be substantially completed either within six months after construction commences, or within such other period as shall be specified in the approval of the Plans. If construction is not commenced or is not completed as required in this Section approval of the Plans shall be conclusively deemed to have lapsed and compliance with the provisions of this Article VII shall be required again.

SECTION 9. Failure to Seek Approval or to Construct According to Plans. If any person fails to seek approval of construction as set forth herein or fails to construct according to Plans approved as set forth herein, the Board of Directors may demand that such person cease construction and correct, revise, replace or remove any item that does not comply with the approved Plans, including removal of any part or all of the construction.

## ARTICLE VIII USE RESTRICTIONS

SECTION 1. Residential Use. No Owner shall occupy or use a Lot or any building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a Dwelling for a single family private residence for the Owner, his family, guests or tenants. No residence shall contain less than 1800 square feet of heated and cooled area. No more than one family and their children and/or parents shall reside in any one residence. No Owner may occupy or use his Lot or any Dwelling or other building thereon or permit the same or any part thereof to be occupied or used for the purpose of conducting, operating, or maintaining any business activity or venture, whether such activity or venture is conducted for profit or not. By way of example and not by limitation, no Owner, whether or not for

profit, shall operate a barber shop, beauty salon, carpentry or cabinet making facility, telephone or internet solicitation or sales business, daycare center or babysitting service, animal training service, repair service, or professional service. This provision shall not prohibit or restrict any person from having or maintaining a "home office" as part of his Dwelling so long as such home office is used only by the Owner and so long as the home office is not used primarily for meetings or conferences with customers, clients, patients, or others.

SECTION 2. Rules and Regulations. All Owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of any recreational facilities afforded so that all Owners shall achieve maximum utilization of such facilities consistent with the rights of each of the other Owners.

SECTION 3. Insurance Cancellation. Nothing shall be done on any Lot, nor shall any Lot be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Mississippi Insurance Commission or which might cause or warrant any policy or policies covering the Lot to be canceled or suspended by the issuing company. Nothing shall be done or kept in or on the Common Area and Common Facilities which will increase the rate of insurance on the Common Area or Common Facilities.

SECTION 4. Obstruction of Maintenance Areas and the Common Area. There shall be no obstruction or storage on the Common Area or Common Facilities without the prior written consent of the Board of Directors.

SECTION 5. Nuisances. No nuisance shall be permitted to exist or operate within any Lot or the Common Area and Common Facilities as to be offensive or detrimental to any property in the vicinity thereof or to its occupants. Without limiting the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed within any Lot or the Common Area and Common Facilities.

SECTION 6. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, or the Common Area and Common Facilities. No odors shall be permitted to arise therefrom, so as to render any Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to any of the property in the vicinity thereof or to the occupants thereof.

SECTION 7. Garbage and Trash. All garbage and trash shall be kept in covered containers and shall not be visible from neighboring Lots except as required for collection. No container shall be left at or near any street except as necessary for pick up and disposal of garbage and trash. Once such garbage and trash has been picked up, the container shall be removed from the street area. No garbage or trash may be thrown in the Common Area and Common Facilities outside the disposal areas provided for such purposes. There is reserved in favor of the Association the determination of the method of garbage and trash

disposal; that is, whether it shall be through public authority or through private garbage disposal contractors.

SECTION 8. Mobile Homes and Trailers. No mobile home, trailer, permanent tent or other structure, or truck camper shall be kept on any Lot for use as a living place.

SECTION 9. Outside Clothes Lines. No outside clothes lines are permitted.

SECTION 10. Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except the keeping of dogs, cats or caged birds as domestic pets provided that it shall not become a nuisance and is not kept, bred, or maintained for any commercial purposes. Any household pet shall be allowed on the Common Area only as may be specified under reasonable rules promulgated therefor by the Board of Directors of the Association. Pets shall be fenced, leashed or attached at all times and shall be registered with the proper authority, licensed and inoculated as may be required by law.

SECTION 11. Parking. Parking shall be in designated parking bays, driveways and garages. Except in the case of an automobile of a temporary employee or guest, parking along the street is strictly prohibited. No unattended vehicle shall at any time be left in the streets in such manner as to impede the passage of traffic or impair proper access to driveways. No obnoxious or unsightly storage of any objects shall be permitted in the parking areas and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind. No inoperative vehicles or boats may be kept on any Lot or street at any time. No overnight or long term parking shall be permitted on the streets. Overnight parking of all recreational vehicles and related trailers, trucks, boats and/or sports equipment shall be in garages or appropriately screened enclosures designed or designated for such purposes and approved by the Architectural Review Committee.

SECTION 12. Garments and Rugs. No garments, rugs, and/or any other materials may be hung from the windows, fences or from any of the facades of any Dwelling. No rugs or other materials may be dusted from the windows. No rugs may be cleaned by beating on the exterior part of the property, and no dust, trash, or garbage may be thrown out of any of the windows of any Dwelling.

SECTION 13. Signs. No sign of any kind shall be displayed to public view on any Lot or building except (1) one sign of not more than six (6) square feet in area advertising the merits of the property for sale or rent; however, nothing contained herein shall prohibit the Developer from using such signs as are convenient or necessary to the development, sale, promotion, or disposition of any Lot or Dwelling; (2) any security notice sign not more than two (2) square feet in area; or, (3) any political sign not more than four (4) square feet in area which is displayed no more than thirty (30) days prior to any election date and which is removed within five (5) days after the election date.

SECTION 14. Temporary Structures. No structure of a temporary character of any kind shall be permitted on any Lot; however, during construction the Developer or a builder may erect and maintain such structures as are customary in connection with such construction

and sale of a Dwelling. The Developer may maintain a business office, storage areas, construction yards, signs, model units, and sales offices. No out buildings of any type shall be allowed by any Lot owner except as set forth herein.

SECTION 15. Use of Common Area and Common Facilities. The Common Area and Common Facilities, if any exist, are intended for use for such purposes as the Association shall determine within the Development and for recreational use by the Owners and occupants of the Lots; and all thereof are for the beautification of Hidden Hills and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. Except for the right of ingress and egress and the right and easement of enjoyment as defined herein, the Owners are hereby prohibited and restricted from using any of the Property outside the exterior property lines of each Lot, except as may be allowed by the Board. This paragraph is for the mutual benefit of all Owners and is necessary for the protection of the Owners. Maintenance, upkeep and repairs of any part of any Owner's property shall be the sole responsibility of the individual owner and not in any manner the responsibility of the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area or Common Facilities shall be taken by the Board of Directors or by its duly delegated representative.

SECTION 16. Regulations for Common Areas and Common Facilities. Reasonable and customary regulations for the use of the Common Areas and Common Facilities, if any, which have been or may be developed will be promulgated by the Board of Directors. Owners, all occupants of Lots, and all guests and invitees, shall, comply with such regulations, at all times.

SECTION 17. Outside Antennas. No television or radio aerial or antenna, and no other type of aerial or antenna or similar device such as a satellite antenna or dish, shall be maintained upon any Lot or exterior of any Dwelling unless the aerial, antenna or device is approved by the Architectural Review Committee and is no more than twenty-four (24") in diameter.

SECTION 18. Mailboxes. No mailboxes shall be located on any Lot other than as approved by the Board of Directors.

SECTION 19. Window Treatments. All window treatments shall be drapes, curtains, blinds, shutters, or shades of the normal type, and shall not be reflective or of any construction, material and design so as to call special attention from outside the Dwelling, or to cause any Dwelling to vary substantially in appearance from other Dwellings.

SECTION 20. Metal Roof; Vinyl Siding. No metal roof or vinyl siding, other than vinyl cornices, of any kind shall be permitted except as approved by the Architectural Review Committee. Solar panels may be installed if approved by the Architectural Review Committee.

SECTION 21. General Maintenance. All Dwellings and Lots shall be kept and maintained in good condition. All necessary repairs to any Dwelling shall be made within a reasonable time of the occurrence of any damage or deterioration to such Dwelling. All



yards shall be properly maintained and mowed on a regular basis. Shrubs and grass shall be neatly trimmed and cut so that no Lot has overgrown shrubs, trees or grass. Any tree limbs which fall or are damaged shall be removed promptly. All trees shall be pruned so as to prevent any limb from falling on any utility line or apparatus or on any Dwelling.

SECTION 22. Garage. All Dwellings must have a minimum of at least a two car garage attached to the Dwelling. Such garages shall have garage doors operable by an electric door opener. Such garage shall be large enough to park two vehicles inside the garage with the garage doors closed.

SECTION 23. Materials and Esthetics. Changes to the exterior of any Dwelling and/or specifications of color, material and design of any new Dwelling or to any Dwelling under repair shall not be undertaken without the consent of the Architectural Review Committee as set forth herein of the Association. This Section 23 shall also apply to fences or other structures or fixtures properly located on any Lot.

SECTION 24. Vacant Lot Maintenance. Each Owner shall be responsible for the proper seeding, fertilization, watering, mowing, removal of litter and maintenance of any Lot which is undeveloped. If any fill material is placed on any Lot and the construction of the improvements is not promptly commenced and completed, the Owner shall cause such fill material to be leveled within a reasonable time.

SECTION 25. Rental of Lots. No Lot, whether or not a Dwelling has been constructed thereon, may be leased or rented by any Owner to any other party except as set forth in this Section 25.

(A) A licensed builder who has constructed a Dwelling on a Lot may lease the Dwelling to a tenant if the Dwelling has never been sold by the builder. In such event, the builder may lease the Dwelling to a tenant one time for a period not to exceed two (2) years. The lease shall further be subject to conditions of Section 25 C.

(B) The Owner of a Lot and Dwelling who has occupied and resided in the Dwelling for at least six (6) months may lease the Dwelling to a tenant for a period not to exceed two (2) years. The lease shall further be subject to conditions of Section 25 C.

(C) The lease of a Dwelling hereunder must meet the following requirements in order to comply with this Section 25:

(i) the entire Lot and all improvements thereon must be leased to a single family;

(ii) a signed written lease between the parties must be provided to the Association at least fifteen (15) days prior to commencement of the lease;

(iii) the term of the lease must at least six months and any renewal thereof may not exceed two (2) years from the initial date of the lease;

(iv) the Owner of the Lot shall remain absolutely and fully liable for all assessments relating to the Lot and for any violation of the Restated Declaration or the rules of Hidden Hills by the tenant; and

(v) the Board, in its sole discretion, may make exception to these provisions with respect to the length of any lease.

(D) The Board of Directors may establish such additional rules with respect to the rental of Lots and Dwellings as the Board deems appropriate, so long as such additional rules generally comply with this provision.

(E) The Owner of any Lot shall be responsible for any action or omission of a Tenant and shall be liable to the Association for all assessments, without regard to any agreement between the Owner and Tenant.

(F) With respect to any Lot which is rented or leased as of the date of this Restated Declaration is recorded, such rentals shall comply with the rules set forth above within 30 days of the next expiration date of any lease currently in effect. If any lease is in effect upon this date this Restated Declaration is filed for record, a copy of such lease shall be provided to the Board within thirty (30) days of the date of this Restated Declaration is filed.

SECTION 26. Storage PODS. Any Member who wishes to place a temporary storage POD or like storage unit on a Lot shall notify the Association at least ten (10) days before doing so. The storage unit may not be kept on any Lot for more than thirty (30) days within any calendar year. If any such unit remains on the Lot longer than thirty (30) days, the Member shall be subject to a fine to be set by the Board. Any such unit shall be kept in a neat and orderly manner and nothing shall be stored outside or around the unit.

SECTION 27. Garage, Yard, or Rummage Sales. No Member may have or conduct a garage, yard, rummage or like sale on his Lot except on the same date on which the Association is sponsoring a neighborhood garage or yard sale and in full compliance with any rules established by the Board with respect to such sales. Any Member having such a sale shall notify the Association at least ten (10) days in advance. Any Member having such a sale in violation of this Section shall be subject to a fine to be set by the Board.

SECTION 28. Barking Dogs, Loud Music or Other Excessive Noise. If during any sixty (60) day period the Association receives two (2) or more complaints about barking dogs, loud music or other excessive noise on any Lot, the Board shall investigate such complaint. If the Board determines such actions occurred, the Owner shall be subject to a fine to be set by the Board. If additional complaints are received and the Board determines such actions are continuing, the Board may increase the fine as it determines to be appropriate.

## ARTICLE IX. EASEMENTS

SECTION 1. Utility Easements. The Developer, the Association, and each utility providing service to the Property shall have and are granted or reserved non-exclusive easements and rights-of-way in, through, across, on, over and under the portions of the Property which are not improved with Dwellings, buildings or other structures, including full rights of ingress and egress, for the installation, operation, use, maintenance, repair and removal of utilities, drainage facilities and floodway easements located in utility or drainage easements as shown and designated on a Plat, and the right to remove any obstruction in any utility or drainage easement which may interfere either with the use of any utility or drainage easement or with the installation, operation, use, maintenance, repair and removal of such utility or drainage easement or with the installation, operation, use, maintenance, repair and removal of such utility or drainage facility.

The Developer shall have non-exclusive easements and rights-of-way in, through across, on, over and under the portion of the Common Areas which is not improved with the buildings or structures to store building supplies and materials, install, construct, maintain, reconstruct and repair sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cable, underground conduits, and any related improvements or appurtenances and for all other purposes reasonably related to the completion of construction, and the provision of public or private utility services to any portion of the Property. Any and all conveyance documents from the Developer to the Association with respect to the Common Areas shall be conclusively deemed to incorporate the provisions of this Section 1., whether or not specifically contained in such conveyance documents or assignments. At the Developer's request, the Association shall from time to time acknowledge, and deliver to the Developer such documents the Developer considers it necessary to implement the provisions of this Section 1.

The reservation and rights in this Section 1 expressly include the right to (i) cut any trees, bushes, or shrubbery, (ii) make any gradings of the soil, and (iii) take any other similar action reasonably necessary to provide economical and safe utility and drainage facility installment, repair and maintenance and to maintain reasonable standards of health, safety and appearance.

SECTION 2. Damage from Ingress and Egress. Any entry by the Developer, the Association, or any utility upon any Lot for the purposes permitted or contemplated by this Article IX shall be made with as little inconvenience to the Owner as reasonably practical, and all physical damage to any Lot or improvement on a Lot resulting from or caused by such entry shall be promptly repaired and restored.

SECTION 3. Maintenance and Support Easements. Where Dwellings are permitted on or in close proximity to the boundaries of a Lot, the Common Area and Common Facilities, each Lot and Dwelling on such Lot shall be subject to irrevocable easements for

the benefit of the Association and the Owners of the adjoining Lots and abutting Dwellings for (i) drainage (ii) the maintenance and unobstructed and uninterrupted use of any and all pipes, ducts, flutes, chutes, conduits, cables and wire outlets and utility lines, (iii) maintenance and lateral support of adjoining and abutting buildings and improvements, (iv) such portions of any building or improvements that may overhang a Lot or any portion of the Common Area, and (v) the walks and sidewalks serving such adjoining and abutting areas.

## ARTICLE X BUILDING AND CONSTRUCTION CRITERIA AND REQUIREMENTS

SECTION 1. Fencing Swimming Pools. All private residential swimming pools shall be screened from the street and constructed in the rear yard. A secure fence no less than six feet high shall enclose the pool area. Spa units shall be screened from the street and constructed in the rear or side yard.

SECTION 2. Secondary Structures. Garden structures, gazebos, decks, poolhouses and similar structures shall have the same setbacks from the property lines as that of the residence. The setback can be reduced to five feet on the side and rear if approved in advance of construction by the Architectural Review Committee.

SECTION 3. Storage Areas. Outside storage areas shall be fenced or screened to provide substantial screening to a minimum height of six feet and a maximum height of eight feet. All storage areas must be located on the side of or behind the Dwelling. No structure or such storage area shall be closer to any street or Lot boundary line than the established setback line. The provisions of this Section 3 shall apply to all trash or garbage storage, mechanical and similar or other storage buildings and structures not directly connected to the Dwelling or main building structure. Plans for storage buildings must be submitted to the Developer or Architectural Review Committee for approval prior to construction and/or erection. Metal storage buildings will not be permitted; however, fiberglass storage buildings may be permitted upon advance approval of the Architectural Review Committee.

SECTION 4. Utility Lines. All telephone, electrical, cable television and other similar lines located outside and between any building and any power transmission or other lines of poles shall be underground and shall conform to existing electrical codes; may use overhead primary transmission lines where necessary provided; however, that any utility may install above ground any primary transmission lines and apparatus where it is not feasible or customary for such lines or apparatus to be installed underground.

SECTION 5. Drainage Requirements. Each Owner shall provide for satisfactory and appropriate drainage of water from the Lot to the adjoining established drainage ways. Each Owner is obligated and required to determine and to verify elevations in the established drainage waterways adjoining his Lot and to provide appropriate drainage structures where entrance and exits cross such established drainage waterways to ensure that no drainage will be restricted or obstructed. Any drainage structures constructed by the Owner which do not

satisfy the provisions of this Section 5 shall be removed and rebuilt, at the Owner's expense, to conform with such provisions. The Lot shall be developed to direct the drainage from the Lot to the adjoining designated drainage waterways and shall not be developed to force water onto adjoining Lots or the Common Areas.

SECTION 6. Sewage Disposal. The use of privies, septic tanks, cesspools, or disposal plants for the disposal of sewage is prohibited. All Dwellings must be connected to the public sewage system.

SECTION 7. Water Supply System. No individual potable water supply system is permitted on any Lot.

SECTION 8. Walls and Fences. The design and construction of all walls and fences shall follow the criteria set forth by the Architectural Review Committee. Chainlink and cyclone fencing of any type are prohibited. All fences shall step with the terrain rather than slope.

SECTION 9. Materials Storage. No building material of any kind or character shall be placed or stored upon a Lot until the Owner is ready to begin improvements. No building material shall be placed or stored in the street or between the curb and property line during construction.

SECTION 10. Sedimentation Control. Each Owner is required to protect adjoining property, streams and public stormwater systems from sedimentation during construction. If sedimentation control is not properly performed by an Owner, the Owner is liable to Developer and/or other Owners for all resulting damage and expense.

SECTION 11. Setbacks. Any Dwelling shall be constructed erected, placed, situated or maintained on a Lot so that there exists at least a twenty (20') foot setback from the front lot boundary, a fifteen foot (15') setback from the rear lot boundary and a five foot (5') setback from the side lot boundary. The setback for any Dwelling constructed on a corner Lot shall be fifteen (15') feet from the side boundary of such Lot which is adjacent to a street other than the front street. The Developer or Architectural Review Committee may grant a variance in these setbacks for good cause shown.

SECTION 12. Sidewalks. Each lot shall have a forty-eight inch (48") sidewalk along all streets and rights of way, unless a variance is granted by the Architectural Review Committee. The sidewalk shall be located two feet (2') behind the curb. It shall be the duty of the Owner to complete the construction of such sidewalk at the time construction of the Dwelling is completed. Each Owner shall keep the sidewalk on his Lot clear of any obstruction.

SECTION 13. Burning. No trash, garbage, rubbish or any other item shall be burned on any Lot except that during construction, a Builder may burn materials in a controlled manner within a barrel so long as such burning is not in violation of any local law or ordinance.

SECTION 14. Portable Toilet Facilities. During construction, a Builder may maintain a portable toilet on the Lot, which shall be removed upon completion of construction.

SECTION 15. Curbs. It shall be the responsibility of any Builder or Owner to repair any damage to curbs and gutters adjoining his Lot if such curbs and/or gutters are damaged during construction or thereafter.

SECTION 16. Drainage Infrastructure. To the extent any damage to any drainage infrastructure occurs, the Association will cause repairs to be made unless any governmental entity assumes responsibility for repair or unless the damage was caused by the actions or negligence of an Owner. If any Owner causes such damage the Owner shall repair such drainage infrastructure. If the Owner fails to do so, the Association may repair such damage and charge the Owner with a special assessment.

## ARTICLE XI ENFORCEMENT OF THIS RESTATED DECLARATION

SECTION 1. Compliance If any provision of this Restated Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, any other Owner, the Developer and/or the Association, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Restated Declaration. If any structure or other improvement located on any portion of the Property, including on any Lot, violates any provision of this Restated Declaration, the Developer and/or the Association, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure or other improvement at the cost and expense of the Owner of the Lot where such structure or improvement is located or who otherwise causes such violation, if the violation is not corrected by such Owner within 30 days after written notice of such violation. Any Person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Restated Declaration shall be entitled to recover attorney's fees and other costs and expenses attributable to such action or proceeding, and the Association shall be entitled to recover and receive any other amounts specified in Article VI. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any Person for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Restated Declaration at any time, including any future time.

SECTION 2. Enforcement. This Restated Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any Person who breaches or violates or threatens to breach or violate any provision hereof, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable by any Owner to the Association hereunder, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges or other amounts incurred by the Association to perform or discharge any obligation or duty of any Owner hereunder or otherwise specified herein, and (iv) to enforce any lien

created herein. There is hereby created and declared to be conclusive presumption that any actual or threatened violation or breach of this Restated Declaration cannot be adequately remedied by any action at law exclusively for recovery of monetary damages. The Developer, the Association and each Owner by acceptance of a deed or other document to a Lot waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

## ARTICLE XII GENERAL PROVISIONS

SECTION 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 2. Continuation of Covenants. The Covenants of this Restated Declaration shall run with and bind the land from the date this Restated Declaration is recorded in the office of the Chancery Clerk of Rankin County, Mississippi until December 31, 2040, and at the expiration of this period shall be automatically extended for successive periods of ten (10) years, unless within six months prior to the expiration of the initial period or any ten year extended period an instrument directing the termination of this Restated Declaration is signed by not less than the Owners of seventy-five percent (75%) of the Lots and recorded in the Office of the Chancery Clerk of Rankin County, Mississippi.

SECTION 3. Amendment. This Restated Declaration may be amended at any time by an instrument signed by at least two (2) of the officers of the Association and a majority of the Board of Directors of the Association. Attached to such Amendment shall be a Certificate stating that the Amendment was approved at a properly called special or annual meeting of the Members of the Association by the requisite number of votes set forth herein entitled to vote according to Article V of this Restated Declaration. Any such amendment shall become effective when the instrument is recorded in the office of the Chancery Clerk of Rankin County, Mississippi.

SECTION 4. Condemnation or Eminent Domain of Part or All of Common Area and Common Facilities. In the event of a taking in condemnation or eminent domain of part or all of the Common Area and Common Facilities, the award made for such taking of the Association's interest shall be paid to the Board of Directors. If a majority of the Members, eligible and entitled to vote according to Article V, duly and promptly approve the repairs and restoration of such Common Area, and Common Facilities, the Board of Directors shall arrange for the repair and restoration of such Common Area and Common Facilities and shall disburse the proceeds of such award for that purpose. In the event a decision is made not to repair and rebuild the Common Area and Common Facilities, the Board of Directors shall disburse the proceeds of such award to the Owners in equal shares after first paying out of the share of each Owner the amount of any unpaid liens on his Lot in order or priority of lien.

SECTION 5. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Hidden Hills is hereby declared to be a violation of this Restated Declaration and subject to any or all of the enforcement procedures herein set forth.

SECTION 6. Right of Entry. The Managing Agent or any other person authorized by the Board of Directors shall have the right in case of an emergency originating in or threatening any unit, to enter the same whether the Owner is present at the time or not.

SECTION 7. Headings. The headings contained in this Restated Declaration are for reference purposes only and shall not affect the meaning or interpretation of this Restated Declaration.

SECTION 8. Notices. Any notice to any Owner shall be deemed given when deposited in the United States mail, postage paid and addressed to such Owner at the address provided to the Association or when hand delivered to such Owner.

SECTION 9. Successor to Developer. Any party shall become a Developer and shall have all rights as Developer upon an assignment of such rights to such person by an instrument signed by the Developer and filed in the land records of the Chancery Clerk of Rankin County, Mississippi.

SECTION 10. Governing Law. These Covenants shall be governed by and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, this Restated Declaration has been duly executed by the Developer on this the 30 day of JANUARY, 2009.

HIDDEN HILLS, INC.  
BY: [Signature]  
TITLE: President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid county and state, on this 30 day of December, 2009, within my jurisdiction, the within named RANDY BERG, who acknowledged that he is President of HIDDEN HILLS, INC., and that for and on behalf of the Corporation, and as its act and deed, he executed the above and foregoing instrument after first having been duly authorized by the Corporation so to do.

[Signature]  
NOTARY PUBLIC

My commission expires:



Notary Public State of Mississippi  
At Large  
My Commission Expires  
January 16, 2010  
BONDED THRU  
HEIDEN, BROOKS & GARLAND, INC. 28