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HIDDEN HILLS COVENANTS
AS RECORDED AT THE PEARL RIVER COUNTY COURTHOUSE

1. SINGLE FAMILY RESIDENTIAL

All lots shall be used for single family residential purposes. Provided, however, Developer and his agents shall have the right to use a lot as a temporary sales office for marketing and development purpose until this development is completed and sold.

2. 1 ACRE MIMIMUM PER HOUSE

This property may not be re-subdivided into tracts of less than one (1) acre. Only one living unit shall be allowed on each tract.

3. ARCHITECTURAL CONTROL COMMITTEE

The owner and developer shall appoint the initial Architectural Control Committee which shall have (3) members. The initial Committee shall be appointed with one, two and three year terms respectively. Each appointee shall serve until replaced by a person elected by the lot owners of record. The first election of members to the Architectural Control Committee shall be held one (1) year from the date of the sale of the last lot, or December 31, 2008, whichever occurs first. A person, to be elected to the Architectural Committee Control, must be a lot owner of record. The ownership of each lot shall have one (1) vote but there shall be only one (1) vote per lot. This committee may enforce these covenants and take action against anyone who is in violation of any covenants. Any judgments rendered against any property owner for violation of these covenants as well as attorney fees or other necessary expenses incurred for enforcement of these covenants shall constitute a lien against the property in question.

4. BUILDING AND PLOT PLANS

No building or improvements of any type shall be erected, placed or altered on any building lot in this development until the building plans, specifications, and plot plan showing the location of such building or improvement have been approved in writing by the Architectural Control Committee and a building permit has been issued if required by law.

5. COVENANT ENFORCEMENT

The Architectural Control Committee shall monitor all construction within Hidden Hills to see that these Covenants, Conditions, and Restrictions are complied with; however, the committee is not accountable or liable for the technical design or structural integrity of any foundation, wall, roof or any component of any house or other improvements, whether caused by defective material or workmanship.

6. SPECIFICATIONS, COMPLETION, HOUSE BUILD FIRST...

All residences constructed on any parcel of the above described property shall be fully finished dwellings of generally accepted building material and constructed according to conventional methods of construction, using conventional materials, and completed within six (6) months from the date constructed is commenced. No accessory building shall be constructed or used unless the dwelling on the lot is complete or under construction.

7. 1,500 MIMIMUM SQ. FT. HEATED & COOLED

Each dwelling shall be constructed with at least 1,500 square feet of heated and cooled living area under roof, excluding carport, attached garage and unenclosed porches.

8. NO MOBILE HOMES

No structures of a temporary character, including but not limited to a trailer, mobile home, basement, tent, shack, garage, barn or other out building), shall be used on any lot, at any time as either a temporary or permanent residence. The use, parking or storage of a house trailer or mobile home on any lot, for any reason whatsoever, is expressly



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prohibited. Any separate structure such as equipment shed, animal shelters, barns, greenhouses, out buildings, or storage building must be placed to the rear of the dwelling.

9. NO COMMERCIAL OR INDUSTRIAL USE

No dwellings or accessory structure, erected or to be erected, shall be used directly or indirectly for trade or business. Commercial or industrial use of any part of this property is prohibited.

10. BUILDING SET BACKS: 50' FRONT 25' SIDE & REAR

No structure shall be constructed or placed nearer than fifty feet from front boundary line or twenty-five feet from the side and rear boundary lines. This restriction shall not apply driveways, mailboxes or fences.

11. SEPTIC TANKS

Individual sewage disposal system (septic Tanks) shall be installed in accordance with the Mississippi State Board of Health regulations.

12. PUBLIC NUISANCE

No noxious, immoral, illegal or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the public.

13. MAINTENANCE

Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean slightly appearance with Hidden Hills. Developer and the Architectural Control Committee, each, reserves and shall have the right to cut the grass for which the lot owner shall pay the Architectural Control Committee not less than \$100.00 for each cutting of their lot up to six (6) cuttings per year. The lot owner agrees to pay for the grass cutting within ten (10) days of receipt of statement rendered by Architectural Control Committee.

14. CUTTING TREES

No trees may be cut or removed without the prior written approval of the Architectural Control Committee which may impose reasonable conditions or restrictions for tree removal. No tree shall be painted or white washed.

15. TRASH CANS

All garbage, trash or other waste of any kind shall be kept in sanitary containers. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. NO TRASH OR JUNK

No lot shall be used for the storage of or maintained as a dumping ground for rubbish or junk. The accumulation of rubbish or junk on any lot, for any reason whatsoever, is expressly prohibited. Rubbish and junk are herein defined as, but not limited to abandoned or dilapidated automobiles, trucks, tractors, and other such vehicles and parts thereof, scrap building material, scrap equipment, old washing machines, dryer tanks, cans, barrels, boxes, drums, piping, tin, bottles, glass, old iron, machinery, rugs, paper, beds or bedding and old tires.

17. ANIMALS

No large animals, livestock, goats or poultry shall be bred, kept or raised on any lot except that dogs, cats or other household pets may be kept provided that they are not bred, kept or raised for any commercial purpose, but rather for the personal enjoyment of the lot owner or family residing thereon. All animals which are permitted under this clause, shall be kept under adequate fence and sanitary conditions so that they will not cause any damage, nuisance or inconvenience to the neighbors.

18. FIREARMS

The discharge of firearms within Hidden Hills is expressly prohibited.



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19. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one (1) professionally made sign of not more than one (1) square foot advertising the property for sale or signs used by a builder to advertise the property during the construction or sale period.

20. PONDS

All owners of land that is contiguous to ponds and lakes shall be responsible for the maintenance and upkeep of the ponds, lakes and dams. A perpetual easement is hereby reserved on, over and across the dams of said ponds and lakes for this maintenance and upkeep.

21. PONDS

The water level may not be altered around water front lots nor may any water front lots be filled with dirt or other fill material so as to change or alter the shoreline of any water front lot.

22. DAMAGED OR DESTROYED BUILDINGS

In the event a dwelling or appurtenant structure is damaged or destroyed by fire or act of God, owner shall repair, replace or completely remove the damaged or destroyed dwelling or structure within nine (9) months from the date of occurrence.

23. UTILITY EASEMENTS

Developer reserves unto itself, its successors and assigns an easement or right of way over a 10 foot strip inside the side, rear and street boundary lines of all lots for the purpose of installation and maintenance of utilities. This reservation of such utilities as and when any public or private utility company may desire to serve said lots with no obligation on the part of the developer to supply such services.

24. TERM OF COVENANTS 25 YEARS

These covenants shall remain in full force and effect for twenty-five (25) years from the date hereof and shall be automatically extended for successive periods of ten (10) years thereafter unless, prior to any renewal date any instrument signed by not less than 2/3 of the lot owners is filed for record in the office of the Chancery Clerk of Pearl River County, Mississippi, altering, amending or terminated these covenants, conditions, and restrictions.

25. INVALIDATION

Invalidation of anyone of these covenants, servitudes or restrictions by judgment, decree, or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.