

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

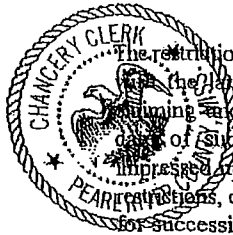
STATE OF MISSISSIPPI
PEARL RIVER CO.
I CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED

2000 MAY 24 AM 9:37

RESTRICTIONS, COVENANTS AND CONDITIONS
APPLICABLE TO HIDE-A-WAY LAKE UNITS 1 THROUGH 19
SUBDIVISION

IN BK & PAGE 613-118-138
WITNESS MY HAND & SEAL

CHANCERY CLERK



The restrictions, covenants, and conditions therein set forth are to run
the land and shall be binding on all parties and all persons
assuming under them for a period of time specified therein from the
date of such restrictions, covenants, and conditions being first
impressed upon said property and Subdivision after which time said
restrictions, covenants, and conditions shall be automatically extended
for successive periods of ten years unless an instrument signed by a
majority of the Lot Owners in said subdivision has been recorded,
agreeing to a change in said restrictions, covenants, and conditions in
whole or in part, and it is in this regard that this instrument is filed for
record to state and record the changes in said restrictions, covenants,
and conditions agreed upon and signed by a majority of the Lot
Owners in said Subdivision, to-wit:

TABULATION OF LOT OWNER VOTES:

Number of Lot Owners in favor of adopting these

Restrictions, Covenants and Conditions.

_____ being _____ percent in favor

**RECISION OF PRIOR
RESTRICTIONS, COVENANTS, AND CONDITIONS**

1. If this document is signed by a majority of the Lot Owners of
Hide-A-Way Lake Subdivision, as aforesaid, then in that event,
the restrictions, covenants and conditions applicable to Hide-A-
Way Lake Subdivision, recorded August 30, 1994, in Book 613,
Pages 118-138, Record of Land Deeds on file in the Office of
the Chancery Clerk of Pearl River County, Mississippi, are
replaced in their entirety by these restrictions, covenants, and
conditions effective upon the date of filing this document.

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BOOK 613

KNOW ALL MEN BY THESE PRESENTS:

That Hide-A-Way Lake, Inc., a Mississippi corporation,

together with the owners of the property shown on the plats of Hide-

Way Lake Subdivision, Units 1 through 19, inclusive, and including

Lots 1 through 1561, of Pearl River County, Mississippi, as recorded

in County plat thereof, in the land records of the office of the

Chancery Clerk of Pearl River County, Mississippi, do hereby impress

each of the specifically numbered lots designated on said plats (as

distinguished from such land, if any, within the limits of such

Subdivisions which is not specifically platted and numbered as lots)

with the following restrictions, covenants and conditions for the

purpose of carrying out a general plan of development and

maintenance of the subject premises:

W S * R

DEFINITIONS

For the purpose of this document, the following definitions shall apply throughout:

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- a. *Board* shall mean the Board of Directors of Hide-A-Way Lake Club Inc.
 - b. *Building Code* is defined as the *Hide-A-Way Lake Building Code* in effect at the time of construction.
 - c. *Club* shall mean Hide-A-Way Lake Club Inc.
 - d. *Dormant* is defined as inactive, unoccupied and vacant.
 - e. *Easement* shall mean a right to hold an interest in land owned by another for a special purpose.
 - f. *Hide-A-Way Lake* or *Subdivision* shall mean the total area within the perimeter of all units of Hide-A-Way Lake Subdivision, Unit 1 through 19, inclusive, and shall include but not be limited to the lake, the dam, the spillway, the entrance and all other roadways, lodge and all common space whether shown on said individual plats or not.
 - g. *Home Based Business* is defined as an accessory use of a service character customarily conducted within a dwelling by the resident thereof, which is clearly secondary to the use of the dwelling for living purposes and which does not change the character thereof or have any exterior evidence of such secondary use and in connection therewith there is not involved the keeping of a stock in trade.

DEFINITIONS(cont.)

- h. *Lot(s)* shall mean each numbered Lot as shown upon the plats of *Hide-A-Way Lake Subdivision*, Unit 1 through 19 inclusive, on file in the Office of the Chancery Clerk of Pearl River County, Mississippi.
- i. *Lot Owner* shall mean the name of the individual or individuals shown on the document conveying title to each *Lot(s)* as shown in the Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi.
- j. *Parkway* is the paved and/or unpaved area from the surfaced area of the street to the outer utility easement line (often referred to as the street-side property line).
- k. *Property Owners Association* shall mean Hide-A-Way Lake Property Owners Association Inc.
- l. *Residential Structure* shall mean a single family dwelling as approved by the *Hide-A-Way Lake Architectural Committee* and subject to all regulations thereto pertaining.
- m. *Setback* shall mean an adjustment inward from the lot property line.
- n. *Speculation House* or *Spec. House* is defined as a dwelling built for the purpose of making a profit with no known purchaser at the time of construction.

RESERVATIONS, EASEMENTS

2. *Easements* for construction, operation and maintenance of public utilities shall be those reserved on plats recorded for each unit.

SPECIFIC LAND USE

All *Lots* in *Hide-A-Way Lake* shall only be used for single family residential purposes or as common property set aside for use by the *Club*.

- a. No *Lot* in *Hide-A-Way Lake* may be used for any commercial purpose except for *Home Based Business* as described in Section 5.
- b. Any house being constructed on speculation shall be allowed to be built with the understanding that the house shall be vacant or owner occupied until transfer of title. It is further understood and agreed that the exterior of such house and the *Lot* on which it stands shall be maintained in accordance with the GENERAL REGULATIONS of these covenants by the owner of the property until transfer of title.

4. Rental of any *Residential Structure* is prohibited within *Hide-A-Way Lake Subdivision*. The declared intent of this section is to prohibit rentals of any kind, of any *Residential Structure* in the *Hide-A-Way Lake Subdivision* and to preserve the *Hide-A-Way Lake Subdivision* as a development of owner occupied single family residences.

SPECIFIC LAND USE (cont.)

It is recognized that certain *Residential Structures* are presently being leased or rented. In light of such circumstances, any property being leased or rented prior to the approval of these Covenants, Conditions and Restrictions shall be allowed to continue. However, whenever the title to such previously leased or rented *Residential Structure* is transferred, no further lease or rental shall be allowed of that particular property.

- a. Any rights that the tenant has, flow through the Property Owner. Property Owner is the party who is held responsible for fees, etc. accrued by the tenant.
 - b. The *Lot Owner* shall register his tenants in order that they may be eligible to utilize *Hide-A-Way Lake* amenities.
 - c. The *Lot Owner* acts as surety for anyone who incurs a financial obligation to *Hide-A-Way Lake Club, Inc.* as a result of the occupation of the said property.
 - d. A *Lot Owner* renting in violation of Section 4 shall be assessed an administration fee, as established by the *Board of Directors*.
5. A *Home Based Business* within a dwelling on any *Lot* within *Hide-A-Way Lake Subdivision*, shall be permitted subject to the following:
 - a. A *Home Based Business* is limited to an accessory use of a service character customarily conducted within a dwelling by the resident thereof, which is clearly secondary to the use of the dwelling for living purposes and which does not change the character thereof or have any exterior evidence

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SPECIFIC LAND USE (cont.)

of such secondary use and in connection therewith, there is not involved the keeping of a stock in trade:
and,

- b. No merchandise, commercial stock, inventory, hazardous material or trade materials may be stored on any *Lot*.
- c. A *Home Based Business* is prohibited if the *Lot* does not contain sufficient area for all business connected vehicle parking. The display of any commercial, business or professional sign is prohibited.

The *Board*, subject to regional drainage patterns, may permit the combining of adjoining *Lots* into one single-family residential building site. For all other purposes, including but not limited to the payment of dues upon each *Lot*, the combined building site shall remain multiple *Lots*.

- a. In combining such adjoining *Lots*, the *Easement* shown upon the face of the Plat along the common line of the two *Lots* combined into one building site shall be vacated.
- b. In combining such adjoining *Lots*, all *Set-Backs* shall be measured from the exterior *Lot* lines.

7. No *Lot* may be used for parking commercial vehicles/vans (except automobiles and pick-up trucks), heavy construction equipment or commercial trailers. The storage of other business related heavy equipment is prohibited except during construction periods. Construction equipment parking must conform to the *Building Code* in effect at the time of construction.

SPECIFIC LAND USE (cont.)

- 8. No sod or trees shall be removed from any *Lot* for any commercial purposes. Cutting of live trees larger than five (5) inches in diameter or sixteen (16) inches in circumference measured at four and one half (4 1/2) feet from ground surface shall be done only upon written approval of the *Club*.

BUILDING RESTRICTIONS

The *Club* shall have the authority to make rules to carry out the purpose and intent stated herein and to make other such rules as necessary for the control of building construction, additions and alterations.

- 9. All new construction, additions, alterations, minor new constructions and modifications of structures increasing the building size require a building permit prior to beginning construction. Permit for modification of increasing dimensions of existing structures must be obtained prior to beginning renovation. Permits are required for installation or modification of waste treatment systems. Work on the exterior of a structure that is of a maintenance or repair nature does not require a permit. Interior painting, wallpapering or carpeting and other such work contained wholly within the existing structure and not of a structural nature does not require a permit.
- 10. No *residential structure* or any other building shall be erected on any *Lot* until plans, specifications, plat plans as described in the *Building Code*, and other construction documents thereof have been approved in writing by the *Club*.

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BUILDING RESTRICTIONS(cont.)

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11. No *residential structure* shall be erected on any *Lot* other than one single family dwelling. The floor area of any single-family dwelling shall not be less than 1,500 square feet exclusive of garage, porches and basement and not to exceed more than three (3) stories high excluding the basement. If a detached garage is built, it shall not exceed six hundred sixty (660) square feet of enclosed area and may have an attached open carport not to exceed four hundred (400) square feet. Each *residential structure* may also have one (1) other outbuilding, not to exceed three hundred (300) square feet. For unitized Lots, larger garages are not to exceed eight hundred (800) square feet and outbuildings not to exceed four hundred twenty (420) square feet. Height restrictions for all individual aforementioned building shall be specified as set in the *Building Code*.
 - a. All garages, outbuildings and carports shall be of permanent construction to compliment the *residential structure*.
 - b. On waterfront *Lots*, a boathouse may be constructed in addition to the other buildings, provided, such boathouse does not exceed twenty-two (22) feet in length, ten (10) feet in width and ten (10) feet in height from the normal water level.
 - c. Covered and/or enclosed walkways may be added to connect a detached garage to the *residential structure*.
 - d. Permanent garbage racks or receptacles on the street side or side of the *residential structure*, are prohibited.

BUILDING RESTRICTIONS(cont.)

12. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any *Lot* at any time as a residence or storage facility either temporarily or permanently.
13. No outhouse shall be permitted on any *Lot*. All lavatories, toilets and bath facilities shall be installed indoors within the *residential structure*. Only those portable sanitary facilities that are required during construction will be allowed. The portable sanitary facilities that are used during construction must be as approved in the *Building Code* and are allowed only during construction.
14. Compliance with the *Building Code* is required for all construction on any *Lots* within *Hide-A-Way Lake*. The *Building Code* may be modified or changed from time to time by a two thirds (2/3) majority of the *Board*.
15. The *Building Code* currently adopted by the *Board* shall apply unless superseded by Federal, State or County regulatory authorities or these covenants.
16. Building *setbacks* from the roadside *Lot* line shall be twenty-five (25) feet for all *Lots*. Building *setbacks* from the waterside *lot* line shall be twenty-five (25) feet for all Lakeside *Lots*. Building *setbacks* from all other *Lot* lines shall be the same width as the utility easement shown on the plat for all *Lots*. No *residential structure*, garage, carport, shed or any other such building may be constructed in the building *setback(s)* except:
 - a. Steps and eaves up to two (2) feet in width shall not be considered as part of the building.

BUILDING RESTRICTIONS(cont.)

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- b. A boathouse, bulkhead and/or pier may be constructed in the lakeside *setback*, as provided for in the *Building Code*.
 - c. Small aesthetic structures and appurtenances that do not block the view of other *Lots* such as open fences and entrance columns may be constructed in the roadside or lakeside *setback* as provided for in the *Building Code*.
 - d. Fences may be located in the *Lot* side *setbacks* as provided for in the *Building Code*.
- Construction and modification of Driveways, *Parkways* and Lakefront Properties.
- a. Driveways and *Parkways* shall be constructed, maintained and used as described in the *Building Code*.
 - b. Lakefront property, including sea walls, bulkheads, retaining walls, piers boathouses and boat-slips shall be constructed, modified and maintained as described in the *Building Code*.
18. During *Lot* preparation and ensuing construction, the contractors and the *Lot Owner* shall exercise due diligence to ensure:
- a. That natural drainage is not obstructed or diverted.
 - b. That any soil and/or building materials (such as top soil, fill, dirt, gravel, sand, trash, etc.) is not deposited onto another *Lot Owner's* property or onto *Club* property (including drainage ditches) by rain, winds, or any other means whether deliberate or accidental.

BUILDING RESTRICTIONS(cont.)

- c. The cutting of trees shall be limited to the extent necessary for clearing the foundation site for construction, unless otherwise required by proper health or other governmental authority.
- d. In the event of non-compliance whether damage is a fact or impending, the *Club* shall immediately suspend the Building Permit until such time as the *Club* agrees that the damage or impending damage to other property has been corrected and/or that appropriate steps have been taken to prevent impending damage to other property. Prompt notice of such action taken by the *Club* shall be given to the contractor and the *Lot Owner*. Any cost incurred by the *Club* in correcting such damages shall be borne by the *Lot Owner*.
- e. In case of *Building Code* violations, the *Club* shall levy an administrative assessment(s) on the *Lot Owner* and/or contractors; and, the *Club* has the right to refuse access to *Hide-A-Way Lake* such contractors who are in violation of the *Building Code*, who are not members of *Hide-A-Way Lake Club*.
- f. No building permit will be issued for subsequent projects where the contractor or the *Lot Owner* is responsible for an unresolved violation.

TRAFFIC REGULATIONS

19. The *Board of Directors* shall make, adopt, amend, repeal and otherwise administer Traffic Regulations necessary for the safety of all persons and to maintain the safe and orderly flow of traffic.

TRAFFIC REGULATIONS(cont.)

- a. The Traffic Regulations and Rules of the Road as set forth in Title 63, Chapter 3, Mississippi Code of 1972, as amended, or any amendment, change or revision made by the State of Mississippi in said Traffic Regulations as adopted and all persons using the streets and roads within *Hide-A-Way Lake* are subject to such regulations and rules.
- b. Unless otherwise posted, the speed limit for vehicles using the streets and roads within *Hide-A-Way Lake* shall be twenty-five (25) miles per hour.
- c. Designate the placement of the parking signs, one-way street signs, stop signs, traffic control signals, and other traffic control devices within *Hide-A-Way Lake*.
- d. Establish load, height and weight limits for vehicles for using the streets, roads and *Parkways* within *Hide-A-Way Lake*.
- e. Regulate vehicles such as ATV's, three wheelers, golf carts, dirt bikes, go-carts etc. in the use of streets, roads and *Parkways* or other common property areas within *Hide-A-Way Lake*.

20. Use of *Parkways*.

- a. *Parkways* shall not be used for permanently parking vehicles or storing materials.

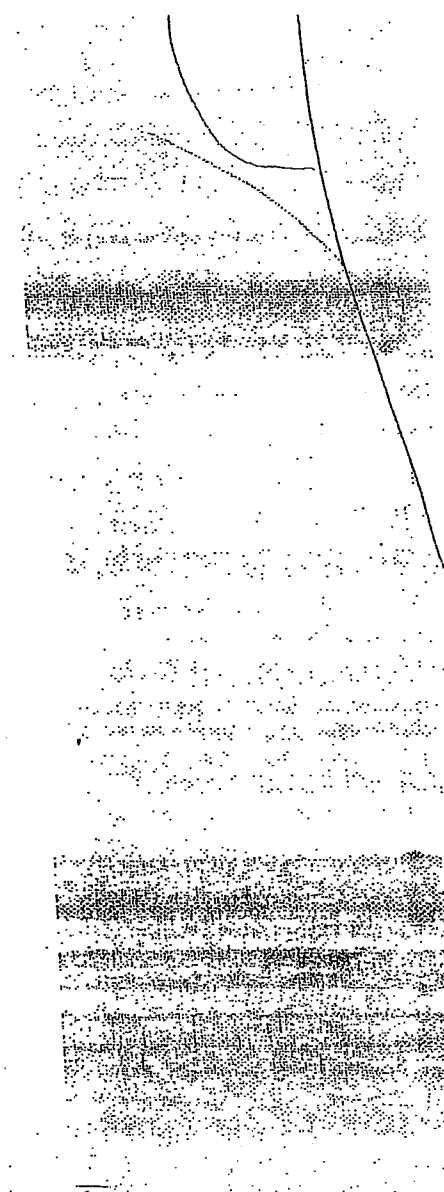
Exception can be made for temporary use during construction; or upon special permit issues by the *General Manager* at the request of the *Lot Owner*.

TRAFFIC REGULATIONS(cont.)

1. Unless such special permit is obtained, parking of vehicles on *Parkways* including that portion paved and/or covered over and used as a driveway, for an extended period is prohibited. If such use creates a safety hazard, this usage is prohibited at any time. For this purpose, the term vehicle shall include but not be limited to automobiles, trucks, motorcycles, bus, motor home, other watercraft, trailers of all types, and recreational vehicles, including but not limited to golf carts.
- b. Vehicles parked or material(s) stored in violation of these restrictions will be tagged and the *Lot Owner* will be notified of the violation. If the vehicle or material(s) is not removed within thirty (30) days from notification, the *Club* shall have the right and the duty to remove the vehicle or material(s) to a storage location and charge the removal and storage cost back to the *Lot Owner*.
21. Said Traffic Regulations and Rules of the Road may be enforced by any duly authorized Law Enforcement Officer, or by any individual upon affidavit filed in any court of proper jurisdiction.

ANIMAL CONTROL REGULATIONS

22. To protect the health, property and well being of *Hide-A-Way Lake* residents, no livestock or poultry (exotic or otherwise) shall be kept on any *Lot*, except that traditional and customary household pets shall be allowed with the following stipulations:



ANIMAL CONTROL REGULATIONS(cont.)

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- a. Pet owners must have proof of applicable vaccination for all pets.
 - b. Pets that interrupt the quiet of the neighborhood by barking are required to be restrained by their owner(s).
 - c. Pets which, due to their aggressive behavior or otherwise, cause reasonable concern for the safety of persons, other pets or property are prohibited.
 - d. It shall be a violation of the covenants for any *Lot Owner*/Pet Owner to allow a pet to run at large within the *Subdivision*. When exercising or walking pets, the animal must be restrained by a leash at all times.
 - e. Any pet found running at large in violation of Section 22(d) may be caught returned to the owner, or be relinquished to the SPCA.
 - f. Conduct which is cruel to any animal, fowl or pet is prohibited.
 - g. The *Board* shall create and maintain an administrative fee schedule by which to levy uniform control of *Lot Owners* who violate this section.

GENERAL REGULATIONS

23. In addition to all other provisions of these Restrictions, Covenants and Conditions, and for the general safety and well being of all *Lot Owners* and the protection of persons and property within *Hide-A-Way Lake Subdivision*, the *Board of Directors of Hide-A-Way Lake Club*, shall write, adopt, amend, repeal and administer Rules and Regulations applicable to all common space within *Hide-A-Way Lake Subdivision*.

Specifically:

- a. Rules for usage of the lodge, restaurant, meeting rooms and office area
 - b. Stable, marina, tennis court, swimming pool, athletic fields and beach rules
 - c. Signage rules and regulations
 - d. Animal control regulations
 - e. Lake and park recreations rules and regulations
 - f. Security regulations, including traffic control and misdemeanors under Mississippi Law
 - g. All other common property and operations
24. Restrictions, Covenants and Conditions applicable to the *Lot Owner* shall likewise be applicable to all persons in possession of property under agreement with the *Lot Owner* or coming onto the premises of *Hide-A-Way Lake* by permission of the *Lot Owner*.
 25. The *Board of Directors* shall enforce these Restrictions, Covenants, Rules and Regulations by all appropriate means, including but not limited to, the right to prosecute in any Court of Law, or the right to levy an administrative assessment for violation thereof. Only the *Board of Directors* or persons duly

GENERAL REGULATIONS(cont.)

designated by the *Board* shall have the right to levy administrative assessments for violations of these Restrictions, Covenants, Rules and Regulations.

- a. In the course of actively determining and enforcing compliance with these Restrictions, Covenants, Rules and Regulations, the *Board* shall delegate to the Management of *Hide-A-Way Lake*, the responsibility to conduct regular inspections of the *Subdivision*, and in particular, construction sites to ascertain compliance with these Restrictions, Covenants, Rules and Regulations.
- b. Any individual *Lot Owner* may, advise the Board and/or the Management of *Hide-A-Way Lake* of any suspected violations of these Restrictions, Covenants, Rules and Regulations. Upon receipt of such notification, the *Board* or the management of *Hide-A-Way Lake* shall take the appropriate investigative action.

26. The pumping of water from the lake or any *Hide-A-Way Lake Club* pond is prohibited except by the fire department, unless prior to pumping a special permit, in writing, is granted by the *Hide-A-Way Lake Club*.

27. The *Board* shall have the authority, on application from a *Lot Owner*, to allow water wells used exclusively for the operation of closed loop ground source heat pump. No other water well shall be drilled upon any of the numbered *Lots* by the *Lot Owner* so long as water for domestic uses shall otherwise be available to the owners of said *Lot*, but nothing herein contained shall be construed as prohibiting *Hide-A-Way Lake Club*, its successors, assigns or nominees from drilling a well or wells,

GENERAL REGULATIONS(cont.)

for the purpose of supplying water for its use and supplying water to the owners of any property in said *Subdivision* boundaries.

28. All signs, billboards or advertising structures of any kind are prohibited on all *Lots* and/or movable property except for the following:

- a. *Hide-A-Way Lake Club* may display such sign on *Lots* owned by the *Club*, or upon common property as may be necessary to inform *Lot Owners* of danger, restricted access, activities, events meetings or other such purpose as may be authorized by the *Board*.
- b. A sign, not to exceed eight (8) inches by twenty-four (24) inches may be displayed by a *Lot Owner* on his or her lot for the purpose of identification, showing the name of the individual *Lot Owner* and the address of the property.
- c. When a property is for sale, a separate sign, not to exceed eight (8) inches by twenty-four (24) inches may be displayed by the individual *Lot Owner* on his lot, stating only a telephone number.
- d. Real estate, company names, logos, or commercial signs denoting builders and/or corporations are specifically prohibited.

29. Burning of any leaves, trash, etc. is restricted.

- a. *Lot Owners* must obtain permission to burn rubbish, leaves, trash, etc., by obtaining a burning permit from the *Club* office.

GENERAL REGULATIONS(cont.)

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- b. *Lot Owners* shall comply with provisions of the burn permit application.
 - c. Burning is specifically prohibited during a Pearl River County wide or *Hide-A-Way Lake Club* burn ban.
30. The use of firearms, pellet guns, BB guns, or any other projectile discharging device within the *Hide-A-Way Lake* boundaries is prohibited.
31. No noxious or offensive activity shall be carried on upon any *Lot*, or upon any common property, or anywhere within the boundary of *Hide-A-Way Lake*, which is, or which if allowed to continue, would become noxious or a nuisance to *Lot Owners*.
- a. For the purpose of these Covenants, and in addition to any meaning of noxious/offensive activity which may otherwise be applicable, noxious/offensive activity shall include but not be limited to the following:
 1. Conduct which is, or which if allowed to continue, would become harmful or injurious to the health, physical well being, or property of another.
 2. Conduct which is, or which if allowed to continue would become a danger to the person or property of any *Lot Owner* or to any person or property within *Hide-A-Way Lake*.
 3. Loud or boisterous conduct including operation of loud motor bikes, outboard motors, vehicles, boom boxes, etc., on any property which disturbs the peace of adjoining *Lot Owners*.

GENERAL REGULATIONS(cont.)

4. Hosting or otherwise allowing social activities to take place on any *Lot* attended by more individuals that can be accommodated at the physical location of the activity, taking into consideration the number of people attending, parking of vehicles, possible restriction of or interference with the normal activity of other *Lot Owners* or *Hide-A-Way Lake Club*.
 5. Activities which produce noxious fumes, gasses, vapors or odors.
 6. Operation of a motor vehicle anywhere within *Hide-A-Way Lake Subdivision*, including but not limited to streets, roads, parking areas, and common areas in a dangerous or reckless manner.
32. No stripped down, disabled or junked motor vehicle, trailer, watercraft or parts thereof, shall be permitted to be parked or stored on any *Lot* or common property.
33. All vehicles within *Hide-A-Way Lake Subdivision* must comply with license and safety requirements as established by the State of Mississippi.
34. All developed *Lots*, and any improvements placed thereon shall at all times be maintained in such a manner as not to become dangerous to life or property by reason of decay, lack of maintenance, infestation of rodents, dead trees, and excessive growth, such as overgrown weeds or grass. The accumulation of rubbish, debris, materials or furnishings is prohibited. No garbage or refuse shall be dumped, stored or accumulated on any *Lot* or be thrown on any *Lot* or roadway or common property.

GENERAL REGULATIONS(cont.)

Undeveloped *Lots* shall at all times be maintained in such a manner as not to become dangerous to life or property. The accumulation of rubbish, debris, materials or furnishings is prohibited. No garbage or refuse shall be dumped, stored or accumulated on any *Lot* or be thrown on any *Lot* or roadway or common property.

35. Any structure that has been destroyed in whole or in part by fire, windstorm, vandalism or other means must be rebuilt or all debris removed, within a period of time as determined by the *Board*.

36. Thirty (30) days after *Hide-A-Way Lake Club* has mailed the *Lot Owner* a Notice of Violation of the General Regulations, *Hide-A-Way Lake Club* shall have the right to undertake and perform or contract for the work or other action necessary to protect *Hide-A-Way Lake* members, property owners and property from such conditions. *Hide-A-Way Lake Club* shall charge expenses incurred back to the *Lot Owner*.

OBLIGATIONS OF PROPERTY OWNER UNDER THESE
TERMS OF COVENANTS, CONDITIONS AND
RESTRICTIONS

37. No sale, transfer or other disposition of any *Lot* within the boundaries of *Hide-A-Way Lake* shall be consummated unless and until the transferee has filed a copy of the conveyance with the *Club* office and the *Lot Owner* has been issued appropriate cards for use within *Hide-A-Way Lake*. This restriction shall not apply, however, to lenders who may acquire said property

OBLIGATIONS OF PROPERTY OWNER UNDER THESE
TERMS OF COVENANTS, CONDITIONS AND RESTRICTIONS(cont.)

in any foreclosure sale brought by them without regard to such membership restrictions, nor shall it apply with respect to transfer of such property pursuant to a duly probated will or by virtue of the intestacy laws of the State of Mississippi.

38. By accepting and/or filing a deed which conveys title to any *Lot* within the *Subdivision* in the Office of the Chancery Clerk of Pearl River County, the *Lot Owner* shall and does thereby become a member of *Hide-A-Way Lake Club*.

39. Said membership shall require observance of the rules and Regulations established by said *Club* for the benefit and general welfare of its members and for the official operation thereof. Said membership shall also require payment, when due, of such dues, fees and charges as the *Club* shall find necessary for the maintenance of the *Club* facilities and services, including but not limited to the maintenance of roads, streets, parks, lakes and other services and benefits which said *Club* may provide for the benefit of the *Lots*, *Club* facilities and members.

40. By acceptance and retention to title of any *Lot* within the boundaries of *Hide-A-Way Lake*, each Grantee, his estate, his devisees, his heirs and assigns who are, or who become members of *Hide-A-Way Lake Club*, its successors and assigns shall have a lien upon the subject *Lot* second only to, (1) liens for taxes; and (2) any duly recorded mortgage, to secure the payment of the aforementioned dues, fees and charges, including court costs and reasonable attorney fees incurred in connection with collection of the same, it being agreed and understood that this covenant and agreement shall be in addition to and shall not be

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OBLIGATIONS OF PROPERTY OWNER UNDER THESE
TERMS OF COVENANTS, CONDITIONS AND RESTRICTIONS(cont.)

affected by such contract, security agreements and applications as such Grantees, their heirs or assigns may enter into with *Hide-A-Way Lake Club*.

- a. A mortgagee assuming possession of property in *Hide-A-Way Lake Club* thru foreclosure, deed in lieu of foreclosure or otherwise, shall be responsible for all *Club* dues and assessments that may be imposed by *Hide-A-Way Lake Club, Inc.*
- b. Property of a *Lot Owner* passing title under a Last Will and Testament or by the laws of Descent and Distribution shall at all times remain subject to these Restrictions, Covenants and Conditions; however, no dues and/or assessment shall be charged during the dormancy/vacancy, pendency of probate proceedings or, for one (1) year after the date of the death of the *Lot Owner*, whichever shall be least.

41. Notwithstanding anything to the contrary contained herein, *Hide-A-Way Lake Club*, its successors and assigns, reserves for itself and its designated agents the right to use any *Club* owned *Lot* within *Hide-A-Way Lake* boundaries for administrative purposes together with further right to dedicate and/or use such *Lot* within the said *Club* boundaries, as they may deem necessary or desirable for the use or benefit of *Property Owners* and *Club* members.

42. In the event it is necessary for the *Club* to file suit for any reason to enforce any of the provisions of these Restrictions, Covenants and Conditions, the *Club* shall be entitled to recover its reasonable attorney's fees and court costs incurred in the

OBLIGATIONS OF PROPERTY OWNER UNDER THESE
TERMS OF COVENANTS, CONDITIONS AND RESTRICTIONS(cont.)

enforcement of these Restrictions, Covenants and Conditions and the *Club* shall have a lien upon the subject *Lot* for the payment of said attorney's fees and costs.

43. These Restrictions, Covenants and Conditions are to run with the land and shall be binding on all parties and persons claiming under them until July 1, 2010, after which time, said Restrictions, Covenants and Conditions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the *Lot Owners* has been recorded, agreeing to a change in said Restrictions, Covenants and Conditions in whole or in part.
44. If any portion of these Restrictions, Covenants and Conditions shall be declared invalid by judgement or court order, it shall not affect the validity of any other provision or portion thereof.

WITNESS our signatures, upon this the 19th day of May, A.D., 2000.

Hide-A-Way Lake Club, Inc. Board of Directors

[Signature]
Clark Bryan

[Signature]
John Brucks

[Signature]
Curt Coa

[Signature]
Curtis Craig

[Signature]
Germaine Curley

[Signature]
Ray Holman

[Signature]
Ralph Maxwell

[Signature]
Ron Scheuermann

STATE OF MISSISSIPPI
COUNTY OF PEAR RIVER

PERSONALLY appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named **CLARK BRYAN, JOHN BRUCKS, CURTIS CRAIG, GERMAINE CURLEY, RAY HOLMAN, RALPH MAXWELL, and RON SCHEUERMANN** who each acknowledged to me that they signed, executed, and delivered the foregoing **RESTRICTIONS, COVENANTS AND CONDITIONS FOR HIDE-A-WAY LAKE SUBDIVISION, UNIT 1 THROUGH UNIT 19 INCLUSIVE** Declaration of covenants on the day, in the year, and for the purposes therein contained.

Given under my hand and official seal of office, the 19th of May, A.D., 2000.

[Signature]
Notary Public

My Commission Expires MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 17, 2000
ESIGNED THRU STEGALL NOTARY SERVICE

THIS INSTRUMENT WAS PREPARED BY

Hide-A-Way Lake Club, Inc.
P.O. Box 1011
Pitcaiyune, Mississippi 39466

Return To Williams, Smith & Starksville

