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STATE OF MISSISSIPPI )  
COUNTY OF PEARL RIVER )

030/314

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION made, executed, and declared upon the date hereinafter set forth by STUART COMPANY, a Mississippi Corporation, the owner of the following described real property situated in Pearl River County, Mississippi, more particularly described as follows, to-wit:

Commence at the SW corner of Section 35, Township 5 South, Range 16 West, Pearl River County, Mississippi; thence North 89 degrees 49 minutes 58 seconds East along the Section line a distance of 889.77 feet to a point located on the Northern right-of-way of Picayune Park Road for the true Point of Beginning; thence North 89 degrees 49 minutes 58 seconds East along the Section line, a distance of 439.54 feet to the SE corner of the SW 1/4 of the SW 1/4 of said Section 35; thence North 00 degree 14 minutes 24 seconds East along the forty line, a distance of 1336.80 feet to the NE corner of the SW 1/4 of the SW 1/4 of said Section 35; thence South 89 degrees 33 minutes 05 seconds East, a distance of 1331.94 feet to the SE corner of the NE 1/4 of the SW 1/4 of said Section 35; thence North 00 degree 11 minutes 49 seconds East, a distance of 2687.67 feet to the NE corner of the SE 1/4 of the NW 1/4 of said Section 35; thence North 89 degrees 52 minutes 13 seconds West along the forty line, a distance of 2143.08 feet to a point located on the East right-of-way of Caesar Road; thence along said right-of-way as follows: South 08 degrees 33 minutes 12 seconds West, a distance of 83.37 feet to a point; South 13 degrees 00 minutes 22 seconds West, a distance of 94.49 feet to a point; South 17 degrees 47 minutes 35 seconds West, a distance of 95.61 feet to a point; South 22 degrees 25 minutes 44 seconds West, a distance of 95.43 feet to a point; South 24 degrees 39 minutes 39 seconds West, a distance of 96.50 feet to a point; South 25 degrees 45 minutes 25 seconds West, a distance of 88.94 feet to a point; thence North 89 degrees 26 minutes 56 seconds West, a distance of 1693.43 feet to a point located on the West Boundary line of the SE 1/4 of the NE 1/4 of Section 34; thence South 00 degree 21 minutes 27 seconds East along the forty line, a distance of 838.38 feet to the SW corner of the SE 1/4 of the NE 1/4 of Section 34; thence South 89 degrees 26 minutes 56 seconds East along the forty line, a distance of 1337.43 feet to the SE corner of the SE 1/4 of the NE 1/4 of Section 34; thence South 00 degree 05 minutes 10 seconds West along the Section line, a distance of 2463.57 feet to a point located on the North right-of-way of Picayune Park Road; thence along said right-of-way as follows: South 78 degrees 45 minutes 42 seconds East, a distance of 667.83 feet to a point; South 76 degrees 27 minutes 58 seconds East a distance of 89.65 feet to a point; South 71 degrees 36 minutes 46 seconds East, a distance of 155.19 feet to the point of Beginning; the property contains 223.28 acres more or less, and is located in the SW 1/4 of the SW 1/4, NW 1/4 of the SW 1/4, NE 1/4 of the SW 1/4, SE 1/4 of the NW 1/4, and in the SW 1/4 of the NW 1/4 of Section 35, also in the SE 1/4 of the NE 1/4 of Section 34, Township 5 South, Range 16 West, Pearl River County, Mississippi. LESS AND EXCEPT Road Right-of-Way of Caesar Road containing 1.06 acres more or less.

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ALSO LESS AND EXCEPT: Commence at the SW corner of the SW 1/4 of the NW 1/4 of Section 35, Township 5 South, Range 16 West, Pearl River County, Mississippi; thence North 89 degrees 26 minutes 56 seconds West, a distance of 52.06 feet to a point located in the center of Caesar Road; thence along the center of said road as follows: North 38 degrees 34 minutes 30 seconds East, a distance of 76.02 feet to a point; North 25 degrees 46 minutes 42 seconds East, a distance of 101.50 feet to a point; North 16 degrees 58 minutes 42 seconds East, a distance of 80.93 feet to a point; North 16 degrees 14 minutes 07 seconds East, a distance of 92.93 feet to a point; North 19 degrees 09 minutes 40 seconds East, a distance of 93.05 feet to a point; North 22 degrees 55 minutes 32 seconds East, a distance of 99.90 feet to a point; North 25 degrees 39 minutes 01 seconds East, a distance of 89.15 feet to a point; thence South 68 degrees 00 minutes 24 seconds East, a distance of 25.11 feet to a point located on the Eastern right-of-way of Caesar Road for the true Point of Beginning; thence South 68 degrees 00 minutes 24 seconds East, a distance of 451.30 feet to a point; thence North 14 degrees 22 minutes 11 seconds East, a distance of 269.99 feet to a point; thence North 68 degrees 00 minutes 24 seconds West, a distance of 396.65 feet to a point located on the Eastern right-of-way of said Caesar Road; thence South 26 degrees 01 minutes 06 seconds West along said right-of-way, a distance of 268.27 feet to the Point of Beginning; the property contains 2.60 acres more or less, and is located in the SW 1/4 of the NW 1/4 of said Section 35.

#### PURPOSE

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

#### DECLARATION

We, the undersigned fee owners of the hereinabove described real property, hereby make the following declarations as to limitations, restrictions, and uses to which the land and/or parcels thereof may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, and shall be binding on all parties and all persons claiming right, title, or interest in said land, and all persons claiming under them, to-wit:

1. 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 purposes until this development is completed and sold.
2. 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. The owner and developer shall appoint the initial Architectural Control Committee which shall have three 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 1,

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- 1998, whichever occurs first. A person, to be elected to the Architectural Control Committee, 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. No building or improvement 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. 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 improvement, whether caused by defective material or defective workmanship.
6. 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 construction is commenced. No accessory building shall be constructed or used unless the dwelling on the lot is completed or under construction.
7. 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 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 prohibited. Any separate structure such as equipment sheds, animal shelters, barns, green houses, out buildings, or storage buildings must be placed to the rear of the dwelling.
9. No dwellings or accessory structures, 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. No structure shall be constructed or placed nearer than fifty (50) feet from front boundary line or twenty-five (25) feet from the side and rear boundary lines. This restriction shall not apply to driveways, mailboxes or fences.
11. Individual sewage disposal systems (septic tanks) shall be installed in accordance with the Mississippi State Board of Health regulations.
12. 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 an annoyance or nuisance to the public.

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13. Property owners shall maintain their lots by periodic mowing of the grass to maintain a clean and sightly appearance within 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. No trees may be cut or removed except for building sites and other improvements 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. 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 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. No large animals, livestock, goats, swine 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. The discharge of firearms within Hidden Hills is expressly prohibited.
19. 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. 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. 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. 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. 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 and for drainage. This reservation of such utilities as and when

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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. 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 an instrument signed by not less than 2/3 of the lot owners is filed for record in the Office of the Chancery Clerk or Pearl River County, Mississippi, altering, amending or terminating these covenants, conditions, and restrictions.

25. Invalidation of any one 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.

WITNESS the signature of STUART COMPANY, a Mississippi Corporation upon this, the 16<sup>th</sup> day of June, A.D., 1995.

STUART COMPANY, a Mississippi Corporation

BY: *E. C. Stuart, Jr.* President

STATE OF MISSISSIPPI )  
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COUNTY OF PEARL RIVER )

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named E. C. STUART, JR. who acknowledged to me that he is the President of STUART COMPANY, a Mississippi Corporation, and as its act and deed, he signed, executed, and delivered the foregoing Declaration of Protective Covenants for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal of office, upon this, the 16<sup>th</sup> day of June, A. D., 1995

*J. H. Stoltz*  
NOTARY PUBLIC

My Commission Expires:

Repealed by *E. C. Stuart, Jr.*  
P.O. Box 550  
Picayune, MS 39466  
(601) 799-1191

CHANCERY

PEARL RIVER COUNTY  
STATE OF MISSISSIPPI  
My office on the 16<sup>th</sup> day of June 1995 at 10:52 AM and that the same is now duly recorded in Book 3438 of Record of Chancery in my office.  
Given under my hand and seal of office this 19<sup>th</sup> day of June, 1995

*William B. ...*  
Chancery Clerk