

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

Approved as to Units 1-19 inclusive.

**RESTRICTIONS, COVENANTS AND CONDITIONS
FOR HIDE-A-WAY LAKE SUBDIVISION,
UNIT NO. 1 THROUGH UNIT NO. 19 INCLUSIVE
BY DECLARATION OF MAJORITY OF LOT OWNERS**

Pursuant to the provisions of Restrictions, Covenant, and Conditions Applicable to Hide-A-Way Lake Unit No. 1 Subdivision, Paragraph No. 16, recorded March 14, 1994 in Book 603, Pages 410-519, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County Mississippi; and,

Pursuant to the provisions of Restrictions, Covenants and Conditions Applicable to Hide-A-Way Lake Unit No. 2 Subdivision, Paragraph No., 16, recorded March 14, 1994, in Book 603, Pages 410-519, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provisions of Restrictions, Covenants and Conditions Applicable to Hide-A-Way Lake Unit No. 3 Subdivision, Paragraph No. 16, recorded March 14, 1994, in Book 603, Pages 410-519, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provisions of Restrictions, Covenants and Conditions Applicable to Hide-A-Way Lake Unit No. 4 Subdivision, Paragraph No. 16, recorded May 16, 1994, in Book 607, Pages 37-185, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County Mississippi; and,

Pursuant to the provisions of Restrictions, Covenants and Conditions Applicable to Hide-A-Way Lake Unit No. 5 Subdivision, Paragraph No. 16, recorded May 16, 1994, in Book 607, Pages 37-185, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provisions of Restrictions, Covenants and Conditions Applicable to Hide-A-Way Lake Unit No. 6 Subdivision, Paragraph No. 16, recorded May 16, 1994, in Book 607, Pages 37-185, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provisions of Restrictions, Covenants and Conditions Applicable to Hide-A-Way Lake Unity No. 7 Subdivision, Paragraph No. 16, recorded June 13, 1994 in Book 608, Pages 382-506, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provisions for Restrictions, Covenants and Conditions Applicable to Hide-A-Way Lake Unit No. 8 Subdivision, Paragraph No. 16, recorded June 13, 1994, in Book 608, Pages 3832-506, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provisions of Restrictions, Covenants and Conditions Applicable to Hide-A-Way Lake Unit No. 9 Subdivision, Paragraph No. 16, recorded July 11, 1994, in Book 610, Pages 193-217, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provisions of Restrictions, Covenants and Conditions applicable to Hide-A-Way Lake Unit No. 10 Subdivision, Paragraph No. 16, recorded August 12, 1994, in book 612, Pages 66-162, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provisions of Restrictions, Covenants and Conditions Applicable to Hide-A-Way Lake Unit No. 11 Subdivision, Paragraph No. 16, recorded August 12, 1994, in Book 612, Pages 66-162, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provision of Restrictions, Covenants, and Conditions Applicable to Hide-A-Way Lake Unity No. 12 Subdivision, Paragraph No. 16, recorded August 12, 1994, in book 612, Pages 66-162, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provisions of Restrictions, Covenants and Conditions Applicable to Hide-A-Way Lake Unity No. 13 Subdivision, Paragraph No. 16, recorded November 4, 1969, in Book 205, Pages 449-454, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provisions of Restrictions, Covenants and Conditions applicable to Hide-A-Way Lake Unity No. 14 Subdivision, Paragraph No. 16, recorded November 4, 1969, in Book 205, Pages 449-454, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provisions of Restrictions, Covenants and Conditions Applicable to Hide-A-Way Lake Unit No. 15 Subdivision, Paragraph No. 16, recorded December 5, 1969, in Book 206, Pages 280-285, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provisions of Restrictions, Covenants and Conditions Applicable to Hide-A-Way Lake Unit No. 16 Subdivision, Paragraph No. 16, recorded June 5, 1970, in Book 210, Pages 370-375, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provisions of Restrictions, Covenants and Conditions Applicable to Hide-A-Way lake Unit No. 17 Subdivision, Paragraph No. 16, recorded June 5, 1970, in Book 210, Pages 370-375, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provisions of Restrictions, Covenants and Conditions Applicable to Hide-A-Way Lake Unit No. 18 Subdivision, Paragraph No. 16, recorded June 5, 1970, in Book 210, Pages 376-381, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

Pursuant to the provisions of Restrictions, covenants and conditions Applicable to Hide-A-Way Lake Unit No. 19 Subdivision, Paragraph No. 16, recorded June 5, 1970, in Book 210, Pages 382-387, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; and,

The restrictions, covenants, and conditions therein set forth are to run with the land and shall be binding on all parties and all persons claiming 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 if 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:

The undersigned being a majority, and more, of the Lot Owners, in each of the indicated 19 units of Hide-A-Way Lake Subdivision, under the authority hereinabove recited, have and do by this instrument: impress each of the specifically numbered Lots designated on each of the Plats of Hide-A-Way Lake Subdivision Units 1 through 19, inclusive, (as distinguished from such land, if any, within the limits of such Subdivision 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, and join with Hide-A-Way Lake Club, Inc., and impress restrictions and conditions upon the use of streets, roads, parkways and other common areas within Hide-A-Way Lake Subdivision Units 1 through 19, inclusive, and the streets, roads, parkways and common areas incidental to but not necessarily shown upon the platted areas, for the safety and well being of all Lot Owners, their guests and property:

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, Unit No. 1, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 1, recorded March 14, 1994 in Book 603, Pages 410-519, 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.
2. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 2, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 2, recorded March 14, 1994, in Book 603, Pages 410-519, 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.
3. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 3, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 3, recorded March 14, 1994, in Book 603, Pages 410-519, 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.
1. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake subdivision, Unit No. 4, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 4, recorded May 16, 1994, in Book 607, Pages 34-185, 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.

2. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 5, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 5, recorded May 16, 1994, in Book 607, Pages 34-185, 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.
6. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 6, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 6, recorded May 16, 1994, in Book 607, Pages 31-185, 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.
7. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 7, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 7, recorded June 13, 1994, in Book 608, Pages 382-506, 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.
8. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 8, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 8, recorded June 13, 1994, in Book 608, Pages 382-506, Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi, are replaced in their entirety by the restrictions, covenants, and conditions effective upon the date of filing this document.
9. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 9, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 9, recorded July 11, 1994, in Book 610, Pages 193-217, 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.
10. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 10, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 10, recorded August 12, 1994, in Book 612, Pages 66-162, 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 restriction, covenants, and conditions effective upon the date of filing this document.
11. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 11, as aforesaid, then in that event, the restriction, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 11, recorded August 12, 1994, in Book 612, Pages 66-162, 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.

12. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 12, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 12, recorded August 12, 1994, in Book 612, Pages 66-162, 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.
13. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 13, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 13, recorded November 4, 1969, in Book 205, Pages 449-454, 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.
14. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 14, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 14, recorded November 4, 1969, in Book 205, Pages 449-454, 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.
15. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 15, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 15, recorded December 5, 1969, in Book 206, Pages 280-285, 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.
16. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 16, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 16, recorded June 5, 1970, in Book 210, Pages 364-369, 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.
17. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 17, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 17, recorded June 5, 1970, in Book 210, Pages 370-375, 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.
18. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 18, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit No. 18, recorded June 5, 1970, in Book 210, Pages 376-381, 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.
19. If this document is signed by a majority of the Lot Owners of Hide-A-Way Lake Subdivision, Unit No. 19, as aforesaid, then in that event, the restrictions, covenants and conditions applicable to Hide-A-Way Lake Subdivision, Unit 19, recorded June 5, 1970, in Book 210, Pages 382-387, 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.

DEFINITIONS

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

- a) "Lot" 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.
- b) "Lot Owner" shall mean the name of the individual or individuals shown on the document conveying title to each Lot as shown in the Record of Land Deeds on file in the Office of the Chancery Clerk of Pearl River County, Mississippi.
- c) "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.
- d) "Club" shall mean Hide-A-Way Lake Club, Inc.
- e) "Property Owners Association" shall mean Hide-A-Way Lake Property Owners Association, Inc.
- f) "Board" shall mean Board of Directors of Hide-A-Way Lake Club, Inc.
- g) "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).
- h) "Home occupation" 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.
- i) "Building Code" is defined as the Hide-A-Way Lake Building Code in effect at time of construction.
- j) "Speculation House (Spec House)" - A house built for the purpose of making a profit with no known purchaser at time of construction.
- k) "Easement" - A right to hold an interest in land owned by another for a special purpose.
- l) "Set-back" - An adjustment inward from the lot property line.
- m) "Dormant" is defined as inactive, unoccupied, and vacant.

RESERVATIONS, EASEMENTS

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

SPECIFIC LAND USE

21. All numbered lots in Hide-A-Way Lake Subdivision, Unit 1 through 19 inclusive, shall be used for single-family residential purposes only.
 - a. No lot in Hide-A-Way Lake may be used for any commercial purpose except only for the following;
 - 1.) Rentals as hereby described in Section 22; and,
 - 2.) Home occupation as described in Section 23.
 - 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 SOLD. It is further understood that the outside of such house and the grounds on which it stands shall be properly maintained by the owner of the property until SOLD.
22. The declared intent of this section is to prohibit commercial rental of any kind of any residence in the Hide-A-Way Lake Subdivision.
 - a. A lot owner can only declare one (1) residence as an intended residence. That intended residence shall be exempt from all provisions in Section 22.
 - b. Rental of any residence other than the declared intended residence is prohibited. The only exception being declared rental residences at the time of the acceptance of these covenants. Such a declared rental residence shall be “grandfathered”, and shall continue to be recognized as legitimate rental residence until such time as the property changes title.
 - c. Rental of declared “grandfathered” rentals shall meet the following provisions:
 1. A “grandfathered” lease rental of a dwelling on any lot within Hide-A-Way Lake Subdivision, Unit 1 through 19, inclusive shall be only by permit issued by order of the Board of Directors of Hide-A-Way Lake Club Inc. after receipt of a written application from the Lot Owner.
 2. These rentals shall be subject to the continuing supervision of the Board and the permit shall be issued subject to the following limitations:
 - a) At all times, the Lot Owner remains responsible to the Club for the residence leased to others.
 - b) The Lot Owner will furnish the Club with such information of the tenant as determined by the Board.
 - c) The Lot Owner will retain all identification cards issued to Lot Owner by the Club, and will not allow the Tenant to use any of the identification cards for any purpose.
 - d) The Tenant will not be afforded the normal privileges of a Lot Owner.
 - 1) The Tenant will be issued a special gate entry card.
 - 2) The Tenant, subject to the limitations of Section 22, will be allowed to occupy the lease premises upon the same restrictions, covenants and conditions that apply to the Lot Owner.

- 3) The Tenant will be allowed to enter and exit the gate.
 - 4) The Tenant will be allowed to have guests sign-in at the gate.
 - 5) The Tenant will be allowed to use the roads within the subdivision.
 - 6) All other privileges will be governed by rules as set by the Board.
 - e) Failure of the Tenant to abide by the rules and regulations of Hide-A-Way Lake Club will be grounds for cancellation of the special gate entry card, and without this special gate entry card the Tenant, and the guests of Tenant, will be denied access to Hide-A-Way Lake.
 - f) Lot Owner may be subjected to an administrative fee to be set by the Board.
 - g) The Tenant may be subjected to an administrative fee to be set by the Board.
23. Home occupation within a dwelling on any Lot within Hide-A-Way Lake Subdivision, Unit 1 through 19, inclusive shall be permitted subject to the following:
- a. Home occupation 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 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 or trade materials may be stored on any Lot.
 - c. In no case shall more than fifteen (15%) percent of the floor area of any dwelling exclusive of any accessory building be used for such home occupation.
 - d. Home occupation usage is not allowed if such use entails business-connected vehicle parking not completely contained on the Lot on which the home occupation is being conducted. Also, display of commercial, business or professional sign is prohibited.
24. The Board may grant a variance and permit to combine 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. Easements shown upon the face of the Plat along the common line of the two Lots combined into one building site shall be vacated.
 - b. All set-backs shall be measured from the exterior Lot lines and the interior Lot line shall be disregarded for all set-back purposes.
25. No Lot may be used for parking commercial vehicles having in excess of two-axles or heavy construction equipment, trucks (except pick-up truck), or commercial trailers. The storage of other business related equipment is prohibited except during construction periods. Construction equipment parking must conform to the Hide-A-Way Lake Building Code in effect at the time of construction.
26. No sod, soil or trees shall be removed from any Lot for any commercial use. Cutting of trees larger than five (5") inches in diameter measured at breast height 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 such other rules as necessary for the control of building construction, additions and alterations.

27. No house shall be erected on any Lot or Lots other than one single-family dwelling with detached garage, if any, not to exceed 660 square feet, and one (1) other outbuilding not to exceed 300 square feet, as are described in the Hide-A-Way Lake Building Code. Larger garages and outbuildings are allowed for unitized Lots maximum size as determined by the Board. The floor area of any house shall not be less than 1,500 square feet exclusive of garage, porches and basement.
 - a. Light-weight and/or free-standing carports or outbuildings either of canvas, tin, aluminum, or other similar material are prohibited.
 - b. All garages and outbuildings shall be of permanent construction to complement that of the house.
 - c. On waterfront lots a boathouse may be constructed in addition to the other buildings.
28. 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, either temporarily or permanently.
29. No outhouse shall be permitted on part of the property; all lavatories, toilets, and bath facilities shall be installed indoors, except those portable sanitary facilities that are required by the Building Code.
30. All construction on any Lot within Hide-A-Way Lake Subdivision shall comply with the Hide-A-Way Lake Building Code. All construction must have a permit as provided for in the Code in effect at the time of construction.
31. **Building Permits.**

All new construction, additions, and alterations of dwellings, outbuildings, and miscellaneous as defined in the Building Code require building permits prior to beginning construction. Permits for modifications of the exterior of existing structures, including waste treatment systems, must be obtained in accordance with the Building Code prior to beginning renovation. Work on the exterior of a building that is of a maintenance or repair nature does not require a permit. Interior painting, wallpaper, carpet, and other such work contained wholly within the dwelling house and not of a structural nature does not require a permit.
32. No building shall be erected on any Lot until plans, specifications, plot plan, and other construction documents thereof have been approved in writing by the Club, its successors, or assigns.
33. Compliance with the Building Code is required for all construction on any Lot within the Subdivision. The Building Code may be modified, or changed from time to time by a majority vote of the Board of Directors of the Club.
34. The Building Code currently adopted by the Board shall apply unless superseded by directives issued by Federal, State, or County regulatory authorities.

35. Setback Requirements.

Building setbacks from the roadside Lot Lines shall be twenty-five (25) feet for all Lots. Building setbacks from the water-side 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 upon the plat for all Lots. No house, garage, carport, shed or other such building may be constructed in the building set-backs except:

- a. For Lots with frontage on more than two (2) roadways or streets, the Board may grant a variance taking into consideration the size of the Lot and location of major and minor streets.
- b. Steps and eaves (up to two (2) feet in width) shall not be considered as part of the building.
- c. A boathouse, bulkhead and pier may be constructed in the Lakeside setback as provided for in the Building Code.
- d. Small aesthetic structures and appurtenances that do not block the view of the lot such as open fences or entrance columns may be constructed in the roadside or lakeside setbacks as provided for in the Building Code.
- e. Fences may be located in the lot side setbacks as provided for in the Building Code.

36. Construction, Modification, and Use of Streets/Parkways and Lake Shore Properties.

- a. Driveways, roadways and existing roadways will be constructed, maintained, and used as described in the Building Code.
- b. Lakeshore property - including sea walls, bulkheads, retaining walls, piers, boathouses, and boat-slips - shall be constructed, modified and maintained as described in the Building Code.

37. Use of Parkways.

- a. Parkways shall not be used for permanently parking vehicles or storing materials.
 - 1) Exception can be made for temporary use during construction; and, in all other instances only upon special permit issued by the Board at the request of the Lot Owner. Unless such special permit is obtained, provision for permanent parking of vehicles must be provided within an owner's property.
 - 2) Unless such special permit is obtained, parking of vehicles on parkways for an extended period is prohibited, and for this purpose vehicle shall include but not limited to automobiles, trucks, motorcycles, bus, motor home, boats, other watercraft, trailers of all types, and recreational vehicles including but not limited to golf carts.
 - 3) An extended period of time shall be defined as parking on any part of the prohibited area for more than forty-eight (48) hours in any seven (7) day period, whether the forty-eight (48) hours be continuous or interrupted.
- b. Vehicles parked or material stored in violation of these restrictions will be tagged and the Lot Owner will be notified of the violation. If the vehicle or material is not removed within thirty (30) days, the Club shall have the right to remove the vehicle or material to a storage location and charge the removal and storage costs back to the Lot Owner.

38. Construction.

Compliance with the Building Code is required for all construction within Hide-A-Way Lake Subdivision, including but not limited to concrete truck regulations, foundation specifications, fireplace specifications, culvert specifications and regulations, contractor regulations, and building trash regulations.

39. During Lot preparation and ensuing construction, the contractors and Lot Owners shall exercise due diligence to ensure:
- a. That natural drainage is not obstructed or diverted and
 - b. That any soil and/or building materials (such as top soil, fill dirt, gravel, sand, trash, etc.) are not deposited onto any other Lot Owners property or onto Club property (including drainage ditches) by rain, winds, or any other means, deliberate or accidental.
 - c. 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 authority.
 - d. In the event of non-compliance whether damage is a fact or impending, the Club shall have the right to immediately suspend the Building Permit until such time as the Club agrees that the damage to other property has been corrected and/or that appropriate steps have been taken to prevent impending damage to other property. Any costs incurred by the Club in correcting such damages shall be borne by the owner. Notice of such action by the Club shall be given to the Contractor and the Owner.
 - e. In case of Building Code violations, the Club has the right to levy an administrative assessment on the Hide-A-Way Lake Club Member and/or Contractors; and, the Club has the right to refuse access to Hide-A-Way to such Contractors who are non-members of Hide-A-Way Club.
 - f. No building permit will be issued for subsequent projects where the Owner and/or Contractor are responsible for an unresolved violation.

TRAFFIC REGULATIONS

40. Hide-A-Way Lake is a large subdivision with many miles of streets and roads and has a large and growing population; and, in the interest of the safety of all persons using the streets and roads within Hide-A-Way Lake, the Board of Directors shall have the authority to make, adopt, amend, repeal and otherwise administer such Traffic Regulations as the Board may deem necessary or advisable for the safety of all persons and to maintain the safe and orderly flow of traffic within Hide-A-Way Lake which authority shall include but shall not be limited to the following:
- 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 and Rules, are 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 25 miles-per-hour.
 - c. Designate major and minor streets for the placement of No Parking signs, One-Way Street signs, Stop signs, Traffic-control signals, and other traffic management devices within Hide-A-Way Lake.

- d. Establish load, height, and width limits for vehicles using the streets, roads and parkways within Hide-A-Way Lake.
 - e. Regulating vehicles such as ATV's, three wheelers, golf carts, dirt bikes, go-carts, etc., to use the streets, roads and parkways or other common areas within Hide-A-Way Lake.
41. 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.

GENERAL REGULATIONS

42. 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 have the authority to write, adopt, amend, repeal, enforce, and administer Rules and Regulations applicable to all common space within Hide-A-Way Lake Subdivision.
- a. Specifically the Board of Directors shall have such authority with respect to rules and regulations in the following particulars:
 - 1) Rules for Usage of the Lodge, Restaurant, Meeting Rooms and Office Area;
 - 2) Stable, Marina, Tennis Court, Swimming Pool and Beach Rules;
 - 3) Signage Rules and Regulations;
 - 4) Animal Control Regulations;
 - 5) Lake and Park Recreation Rules and Regulations;
 - 6) Security Regulations including Traffic Control;
 - 7) All Other Common Property, (and Operations).
 - b. Hide-A-Way Lake Club, Inc., Hide-A-Way Property Owners Association, Inc., or individual Lot Owners (subject to the limitations herein elsewhere set forth) shall have the right to enforce all rules and regulations currently in effect or as they may be amended from time to time by the Board of Directors; and, the right to enforce any new rules and regulations made by the Board of Directors.

43. **Preferential Treatment or Prejudice.**

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.

44. **Administrative Assessments for Violations.**

The Board of Directors shall have the right to enforce the Restrictions, Covenants and Conditions; and, shall have the right to enforce the said Rules and Regulations by appropriate means including, but not limited to, the right to prosecute in any court or the right to levy an administrative assessment for violations. Only the Board of Directors, or persons designated by the Board, shall have the right to assess administrative assessments for violations of said Rules and Regulations.

45. Lake Use Regulations.

The pumping of water from any lake or 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.

46. Water wells.

The Board shall have the authority, on application from a Lot Owner, to allow water wells used exclusively for operation of closed loop ground source heat pump. No other water well shall be drilled upon any of the numbered Lots by the Lot Owners so long as water for domestic uses shall otherwise be available to the owners of said Lots, 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, for the purpose of supplying water for its use and supplying water to the owners of any property in said subdivision boundaries.

47. Animal Control Regulation.

To protect the health, property and well-being of Hide-A-Way residents, no animals, livestock, or poultry of any kind shall be kept on any Lot, except that traditional and customary household pets shall be allowed.

- a. All household pets must have proof of applicable vaccination.
- b. Animals which interrupt the quiet of the neighborhood are prohibited.
- c. Animals which, due to their aggressive behavior or otherwise, cause reasonable concern for the safety of persons, pets, or property are prohibited.
- d. It shall be a violation of the covenants for any Lot 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 47(d) may be caught and detained by a person designated by the Club as the Animal Control Officer. Pets so impounded shall be dealt with in the manner specified in the Hide-A-Way Club, Animal Control Regulations.
- f. All Lot Owners maintaining pets in Hide-A-Way Lake shall comply with the Hide-A-Way Lake Club, Animal Control Regulations, which may be amended and revised from time to time by the Board.

48. Signage.

All signs, billboards, or advertising structures of any kind are prohibited on all Lots 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 such other purposes as may be authorized by the Board of Directors.
- b. A sign measuring 8" x 24" inches may be displayed by Lot Owner on his Lot showing the name of the Lot Owner and address of the property.
- c. In addition, a separate sign measuring 8" x 24" inches may be displayed by Lot Owner on his Lot stating his telephone number.

- d. No other signs are permitted on Lots within Hide-A-Way Lake Subdivisions, including but not limited to "For Sale" signs.
49. Outside 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.
 - b. The Club Office will not issue a rubbish burning permit unless:
 - 1. Lot Owner gives the date(s), time(s) and location of the proposed burn site, and
 - 2. Description of and quantity of the material to be burned, and
 - 3. Name of an individual over the age of 18 years that will be present at the burn site for the duration of the burn, and
 - 4. The named individual affirms that he/she has sufficient knowledge, equipment and ability to safely complete the burn without danger to other property, and
 - 5. Club Manager determines that the burn requested may proceed without unreasonable danger to other persons or property.

50. **Firearms.**

The use of firearms including but not limited to pellet guns within the Hide-A-Way Lake Club, Inc., boundaries is prohibited except in areas that may be designated for such purposes by Hide-A-Way Lake Club.

51. **Noxious or Offensive Activities.**

No noxious or offensive activity shall be carried on upon any Lot, or upon any common property, or lake, or road, or street, or parking area, 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 within Hide-A-Way Lake boundaries.

- a. For the purposes of this instrument, and in addition to any meaning of noxious activity which may otherwise be applicable, **noxious 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 adjoining Lot Owner.
 - 2. Activities which produce noxious fumes, gasses, vapors, or odors.
 - 3. 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.
- b. For the purposes of this instrument, and in addition to any meaning of **offensive activity** which may otherwise be applicable, offensive activity shall include but not be limited to the following:
 - 1. 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.

2. Operation of a motor vehicle anywhere within Hide-A-Way Lake Subdivision, including but not limited to streets, roads, parking area, and common areas in a dangerous or reckless manner.
3. Conduct which is cruel to animals or pets.
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 normal or emergency traffic, or interference with the normal activity of other Lot Owners or Hide-A-Way Lake Club.

52. Vehicle Maintenance.

No stripped down, unsightly, disabled, or junked motor vehicle, trailer, water craft, or parts thereof, shall be permitted to be parked on any street, parkway or lot.

53. Licensure Regulation.

All motor vehicles, trailers, and water craft must be currently licensed and comply with safety regulations as stated in the General Regulations of Hide-A-Way Lake in effect at the time and as amended and revised.

54. Lot Maintenance.

All Lots, whether occupied or unoccupied, 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 tree(s), and excessive growth (such as over grown weeds or grass). The unsightly accumulation of rubbish, debris, unused materials and 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 area or into the Lake.

55. Structure Maintenance.

Any structure which may be destroyed in whole or in part by fire, windstorm, vandalism, or other means must be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness; provided, however, that in no event shall such debris remain on any lot longer than ninety (90) days. After the ninety (90) days, the Club may consider such a structure, or any remaining portion of a structure, as abandoned "attractive nuisance" and the Club may take action to bring into compliance the structure and/or Lot for protecting the safety of other Hide-A-Way Lake Lot Owners, guests and property.

56. Notices of Violations.

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 dangerous conditions and to bring into compliance any Lot and/or Improvements thereon which are in violation of the General Regulations and, Hide-A-Way Lake Club shall further have the right to charge reasonable costs back to the owner for such expenses incurred.

**OPERATION AND MAINTENANCE OF
RECREATIONAL, SOCIAL, AND CULTURAL FACILITIES**

57. No sale, transfer, lease, 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 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 in any foreclosure sale brought by them without regard to such membership restrictions, nor shall it apply with respect to a transfer of such property pursuant to a duly probated will or by virtue of the intestacy laws of the State of Mississippi.
58. 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.
59. 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 lanes, roads, streets, parks, lakes, and other services and benefits which said Club may provide for the benefit of the Lots, Club facilities, and members.
60. By acceptance and retention of title to any Lot within the boundaries of Hide-A-Way Lake, each Grantee, his estate, his devise, his heirs, and assigns who are or become members of Hide-A-Way Lake Club do hereby covenant and agree that said Hide-A-Way Lake Club, its successors, and assigns shall have a lien upon the subject Lot or Lots 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 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. Property of a Lot Owner passing title into the hands of his mortgagee by foreclosure, deed in lieu of foreclosure, or otherwise shall, on application of the mortgagee, be declared by the Board to be exempt from club dues and assessments for only such time as the property shall remain dormant and vacant in the hand of the mortgagee. If the said mortgagee shall rent, sell, transfer or otherwise make use of said property such that the property is no longer dormant, then said property shall at that time again become subject to the dues and assessments of Hide-A-Way Lake Club.
 - 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 assessments shall be charged during the dormancy/vacancy, pendency of probate proceedings or, for one-year after the date of death of the Lot Owner, whichever shall be the least.
61. Notwithstanding anything to the contrary contained herein, Hide-A-Way Lake Club, its successor and assigns, reserves for itself and its designated agent or agents the right to use any Club owned Lot, or Lots, within Hide-A-Way Lake boundaries for administrative purposes together with further right to dedicate and/or use such Lots within the said Club boundaries as they may deem necessary or desirable for the use or benefit of property owners and Club members.

TERM OF COVENANTS, CONDITIONS, AND RESTRICTIONS

62. These restrictions, covenants, and conditions may be enforced by Hide-A-Way Lake Club, and/or Hide-A-Way Lake Property Owners Association, and/or by the owner of any Lot within the boundaries of Hide-A-Way Lake Subdivision, either by proceedings for injunction or to recover damages for breach thereof, or both.
63. However, only Hide-A-Way Lake Club, its successors, or assigns may assess administrative assessments, or file suit to collect any of the charges and expenses mentioned in these Restrictions, Covenants, and Conditions to enforce foreclosure of any lien therein granted, with said suit to be filed in any Court of competent jurisdiction and with the venue to be Pearl River County, Mississippi.
64. 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 enforcement of these Restrictions, Covenants and Conditions, and The Club shall have a lien upon the subject Lot or Lots for the payment of said attorney's fees and costs.
65. 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, 2000, 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.
66. If any portion of these restrictions, covenants, and conditions shall be declared invalid by judgment or court order, it shall not affect the validity of any other provision or portion thereof.

WITNESS our signatures, upon this, the 25 day of August, A.D. 1994.

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

EDWIN GOEDE, JAMES E. FLEMING, ROBERT WALL, CLARK BRYAN, LLOYD J. POISSENOT, RALPH MAXWELL and JACK CASSADAY

STATE OF MISSISSIPPI
County of Pearl River

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named EDWIN GOEDE, JAMES E. FLEMING, ROBERT WALL, CLARK BRYAN, LLOYD J. POISSENOT, RALPH MAXWELL and JACK CASSADAY, who each acknowledged to me that they signed, executed, and delivered the foregoing RESTRICTIONS, COVENANTS AND CONDITIONS FOR HIDE-A-WAY LAKE SUBDIVISION UNIT NO. 1 THROUGH UNIT NO. 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 25 day of August, A.D. 1994.

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 16, 1997
BONDED THRU STEGALL NOTARY SERVICE

Notary Public

THIS INSTRUMENT WAS PREPARED BY
M.D. TATE II, ATTORNEY
108 EAST CANAL STREET
POST OFFICE BOX 129
PICAYUNE, MISSISSIPPI 39466
TELEPHONE (601) 798-1123
MS BAR NO. 7439

STATE OF MISSISSIPPI,
PEARL RIVER COUNTY

I hereby certify the foregoing instrument was filed for record in my office on the 30 day of August, 1994 at 8:20 A.M. and that the same is now duly recorded in Deed Record No. 613 on page 118-138 of Record of Land Deeds in my office.

Given under my hand and Seal of office this 30 day of August, 1994.

Chancery Clerk

DISCLAIMER

COVENANTS VARY FROM UNIT TO UNIT. PLEASE INQUIRE AT THE HIDE-A-WAY LAKE OFFICE FOR COVENANTS THAT APPLY TO YOUR LOT NUMBER.

DISCLAIMER

IT IS UNDERSTOOD THAT IT IS FORBIDDEN TO UTILIZE THE INFORMATION CONTAINED IN THIS DIRECTORY FOR PURPOSES OF TELEPHONE, DIRECT MAIL OR DIRECT SALES SOLICITATION.

ALL RIGHTS RESERVED. THE PUBLISHER ASSUMES NO LIABILITY FOR DAMAGES RISING FROM ERRORS OR OMISSIONS IN ANY INFORMATION CONTAINED HEREIN.

REVISED 8/25/2009