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**DECLARATION OF PROTECTIVE COVENANTS AND
MANDATORY MEMBERSHIP FOR
HIDDEN HILLS CIVIC ASSOCIATION**

THIS DECLARATION is made this 22 day of November, 2008, by HIDDEN HILLS CIVIC ASSOCIATION, INC., a Georgia non-profit corporation, (hereinafter referred to as "Hidden Hills" or the "Association") and by those owners who have consented to this Declaration and who have chosen to be mandatory members of the Association.

WITNESSETH:

WHEREAS, the Association the Association was established in the year 1973 for the promotion of the general welfare of the communities that are collectively known as Hidden Hills; and

WHEREAS, the current membership of the Association is made up of voluntary members living within the various lots or phases of Hidden Hills subdivision DeKalb County, Georgia, which membership can fluctuate and vary from year to year; and

WHEREAS, the Association and its members desire mandatory membership covenants be created to provide for greater stability of the Association and for better preservation of the general welfare of the Hidden Hills communities; and

WHEREAS, the Association and its members have agreed that the Association shall take on the role of the mandatory membership corporation contemplated to act under mandatory membership covenants; and

WHEREAS, it is the desire of the Association and the members that anyone owning Lots within Hidden Hills, including the areas described in "Exhibit A" attached hereto and incorporated herein by this reference (the "Eligible Property"), may subject their individual property to these mandatory membership covenants;

NOW, THEREFORE, the Association and the undersigned property owners hereby declare that the Lots described in the consents attached are hereby made subject to this Declaration. By virtue of the recording of this Declaration, said property shall be subject to the provisions of this Declaration, and every grantee of any interest in said property, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to the provisions of this Declaration and shall be deemed to have assented to the same.

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Linda Carter

Clerk of Superior Court
DeKalb County, Georgia

ARTICLE I

DEFINITIONS

- (a) Assessment means that monetary amount assessed against a Lot, whether mandatory or voluntary, to cover the Common Expenses of the Hidden Hills Civic Association.
- (a) Common Expenses shall mean the expenses anticipated or actually incurred by the Association in operating and maintaining the Association for the benefit of the Association and its members.
- (c) Common Area shall mean any property owned by the Association or any easement right benefitting the Association and its members which the Association is entitled to utilize.
- (d) Lot means any lot or parcel included within the Eligible Property that is intended for ownership and use as a residential lot or home, whether a single family residence, or multi-family structure.
- (e) Lot Owner or Owner shall mean one or more persons who are record title owners of a lot.
- (f) Mandatory Member shall mean all Lot Owners at Hidden Hills Civic Association whose Lots have been subjected to payment of mandatory assessments by execution of this Declaration or by written consent recorded in the DeKalb County, Georgia land records, as provided herein, which membership runs with title to the Lot and cannot be separated from the Lot. For purposes of collection or setting of assessments, a person who has consented to mandatory membership with delayed application shall be considered a voluntary member. For purposes of amending the declaration or bylaws, a mandatory member with delayed application shall have the same voting rights as a mandatory member whose lot is currently subject to mandatory assessments.
- (g) Member Lot shall mean a Lot subject to mandatory assessments in the Association.
- (h) Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.
- (g) Voluntary Member shall mean a Person who pays membership assessments to the Association for the current fiscal year and whose Lot is included within the Eligible Property, but who has not made their Lot subject to mandatory membership in Hidden Hills Civic Association, Inc., by signature hereto or by written consent recorded in the DeKalb County records, as more particularly described in Article IV of this Declaration.

ARTICLE II

ASSOCIATION: POWERS & DUTIES

Section 1. Purposes, General Powers and Duties of the Association. The Association has been formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the Owners. The Association is hereby vested with authority to act pursuant to this Declaration but shall have no power or duty to do or perform any act or thing other than those acts and things which will promote in some way the common good and general welfare of the Owners. To the extent necessary to carry out such purposes, the Association (i) shall have all of the powers of a corporation organized under the Georgia Non-Profit Corporation Code, and (ii) shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration. The Association shall not be liable for injury to person or property, whether occurring on the Common Area or not, caused by the conduct of any Lot Owner or such Lot Owner's family, tenant, invitee, or licensee.

Section 2. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall have the right to establish and collect reasonable admission and other fees for the use of the recreational portions of the Common Area. The Association shall have the right to establish procedures to allow the use of the recreational portions of the Common Area by persons who are not Owners of Lots within the Property, and the Association shall have the right to collect fees established by the Association for that use by such non-Owners. The Association shall not be liable for injury to person or property caused by the elements or by a leak or flow of water from any utility conduit or rain, snow, or ice, whether or not any such flow or leak originates from the Common Area. The Association shall not be liable for loss or damage to any property, by theft or otherwise, which is placed or stored anywhere on the Common Area.

Section 3. Lots. Each Owner shall have the sole responsibility for maintaining and repairing such Owner's Lot and the improvements located thereon and shall keep the Lot and structure and all landscaping located thereon in a neat, clean, attractive and sanitary condition.

Section 4. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement

of this Declaration. The Association may also maintain on the Common Area such sign or signs as may be deemed necessary to identify the Property.

Section 5. Rules, Regulations and Fines. The Association, through the Board of Directors or at any meetings of the members regularly called, may make reasonable Rules and Regulations governing the use of the Lots and of the Common Area, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. Any such Rules and Regulations shall be effective upon passage by the Board of Directors and upon passage of thirty (30) days from the date of distribution of the rules and regulations to the members of the Association, and shall remain effective until changed by the Board or unless disapproved by a majority of the members of the Association. The Association may impose such reasonable fines (not in excess of \$50 per day per violation) for violation of the Rules and Regulations as are determined by the Board of Directors of the Association. Any such fine shall be deemed a special assessment under Article VII of this Declaration and shall be added to and become a part of the assessment to which the Lot is subject. Further, the Association may suspend, temporarily, voting rights, the right of use of the Common Area (except that an Owner's ingress and egress from the Owner's Lot may not be impaired), and services paid for as a common expense to enforce compliance.

Section 6. Failure to Maintain Lot. In the event an owner of any Lot in the Property shall fail to maintain such Owner's Lot in the manner required by this Declaration, then the Association, after notice to the Lot Owner and an opportunity to cure the maintenance problem, and upon approval by a two-thirds vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to perform any maintenance, restoration, or repairs necessary to meet the standards and requirements imposed by this Declaration. The cost of such repair, maintenance, or restoration shall be added to and become a part of the assessment to which such Lot is subject.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right, privilege, or duty created herein or reasonably necessary to effectuate any such right, privilege, or duty.

Section 8. Limitation of Powers. Notwithstanding anything in this Declaration to the contrary, the Association shall not have the power to convey any interest in the Common Area whether by deed, easement (other than general utility easements not materially affecting the use of the Common Area or any Lot), license, mortgage, deed to secure debt, lease or otherwise, except for such limited purposes as may be set out elsewhere in this Declaration, without the advance written consent of a majority of the Mandatory Members .

Section 9. Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including, without limitation, attorney's fees, reasonably incurred by or imposed upon such person in connection with any action, suit, or other proceeding (including settlement of any such action, suit or proceeding, if approved by the then Board of Directors) to which he or she may be made a

party by reason of being or having been an officer, director, or committee member, whether or not such person holds such position at the time such expenses are incurred. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such person in the performance of his or her duties, except for his or her own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

ARTICLE III

ASSOCIATION: MEMBERSHIP & VOTING RIGHTS

Section 1. Membership. Every Owner who is a Mandatory Member or a Voluntary Member shall be a member of the Association by virtue of ownership of their Lot which is part of the Eligible Property; membership rights shall not attach to the Owner of any Lot who is not a Voluntary Member and who has delayed application of the Declaration until such date as the Declaration becomes effective as to that Lot. If title to a Lot is held by more than one person, each of such persons shall be members. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, that the rights of voting may, if required by a mortgagee, be assigned by an Owner to such mortgagee as further security for a loan secured by a Lot. All Owners shall be entitled to one vote for each Lot owned, subject to the rights of the Association to suspend an Owner's voting rights as set forth in the Association bylaws. If more than one person holds an interest in any Lot, then the vote for such Lot shall be exercised as such persons among themselves determine, but in no event shall more than one vote be cast with respect to such Lot. If the co-Owners of any Lot cannot agree as to how a vote on a particular issue is to be cast, then no vote for such Lot on that particular issue shall be counted; there can be no split vote. Notwithstanding the foregoing, any co-Owner of a Lot who purports to cast a vote for such Lot shall be conclusively deemed to be casting such vote on behalf of and with the approval of all other co-Owners of such Lot unless another co-Owner objects before the final vote tally.

Section 2. Amplification. The provisions of this Article are to be amplified by the

Articles of Incorporation of the Association and by the Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control.

ARTICLE IV

ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Each Mandatory Member and Voluntary Member owning a Lot within the association shall pay the following sums to the Association: (i) annual assessments or charges; (ii) special assessments against all Lots for the purposes hereinafter described, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Lot or Lots which are authorized and established pursuant to the terms of this Declaration. For all Mandatory Members, all such assessments, together with interest, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the Mandatory Member who was the Owner of such Lot at the time when the assessment fell due. Every Owner of a Member Lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay the mandatory assessments covered by the continuing lien as set forth in this Section 1, whether or not such covenant and agreement be expressed in such deed, upon the effective date of this Declaration.

2. Purpose and Categories of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in Hidden Hills Civic Association, to pay the Association's costs and expenses and the Association's liability, if any, for the activities of the Association, to pay ad valorem taxes, to pay any charges or costs assessed against the Association, and to pay insurance premiums, if any, and for such other related purposes as the Board may determine.

3. Annual Assessment. The annual assessments to be levied by the Association shall be determined as follows:

(a) The initial annual assessments shall be established by the Board of Directors no later than thirty (30) days after the recording of this Declaration.

(b) Within thirty (30) days prior to the date of each annual meeting of the Association, the Board shall cause to be prepared a budget for the

maintenance and operation of the Property for the succeeding fiscal year. The budget shall include compensation of any entity which is employed by the Board to perform the duties imposed upon the Association hereunder. Such budget shall be based upon reasonable, good-faith estimates of the actual expenses of the Association for such year. Based on this budget, the Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual meeting. Written notice of the annual assessment shall be sent to every Mandatory and Voluntary Member. Unless the Board shall otherwise determine, the annual assessments shall be payable in one annual installment on the first day of the second month of each fiscal year. The Association shall, upon request, and for a reasonable charge (not to exceed \$10), furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

(c) If the annual budget established hereunder proves inadequate for such fiscal year, then the Board may, at any time within said fiscal year, levy a special assessment for the purpose of meeting the expenses of the Association. Such assessment shall not take effect until the assessment has been presented at a meeting of the membership called to explain the assessment, and provided that the members do not vote, by a vote of a two-thirds (2/3rds) of the Mandatory Members present, to disapprove the special assessment. Should the meeting to present the special assessment levied under this paragraph be properly called but a quorum is not present at the meeting, the assessment shall take effect on the date of the called meeting.

(d) If the budget established hereunder for any fiscal year results in a surplus for such year, then the Board may credit such surplus to a reserve fund or make such other disposition of such surplus as the Board deems consistent with the obligations imposed on the Association hereunder. The Board shall take into consideration the existence and amount of such reserve fund when establishing the amount of assessments for succeeding fiscal years.

(e) The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a two thirds (2/3rds) of the association membership present. Notwithstanding the foregoing, however, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and the assessment in effect for the current year shall continue for the succeeding year.

4. Special Assessments Against Specific Lots. Any expenses incurred by the Association which are occasioned by the conduct of a Member, his family, tenants, invitees or licensees, including reasonable attorneys' fees actually incurred in enforcing this Declaration, shall be specially assessed against such Member Lot; provided, however, that no such assessment may be made against any Member Lot after such Lot Owner has

conveyed the Lot to a bona fide purchaser or after such Lot has been transferred in a manner which would, under Section 9 below, extinguish the lien for any outstanding assessments. Any expenses incurred by the Association benefitting fewer than all of the Member Lots or significantly disproportionately benefitting the Member Lots shall be assessed equitably among the Member Lots so benefitted; provided, however, that no such special or disproportionate allocation may be made by the Association for common expenses intended to be covered by any established reserve fund. The special assessments provided for in this section shall be levied by the Board of Directors, and the amount and due date(s) of such special assessments so levied shall be as specified by the Board.

5. Association Approval of Special Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Section 3(c), shall be sent to all members not less than fifteen (15) days, nor more than thirty (30) days in advance of the meeting. At any such meeting called, the presence of members, either in person or by proxy, entitled to cast ten percent (10%) of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

6. Payment of Annual Assessments. Except as otherwise provided in this Article, both annual and special assessments shall be equally assessed against the membership and common profits shall be allocated equally among the membership. Notwithstanding the foregoing, this requirement of equal assessment shall not prevent disproportionate assessments against one or more of the members pursuant to specific provisions of this Declaration. Common profits shall be allocated in the same manner as assessments. Except as herein set forth, the assessments provided for shall commence as to all Members within the Association and subject to this Declaration on the date thirty (30) days after notice is sent by the Association to the Owner of each Member Lot at the Lot address or such other address as furnished by the Member to the Association; such notice may be addressed to "Member" at the Lot address unless the Owner has provided to the Association a written notice of the name of the Owner. Failure of proper notice to any Member shall not postpone the commencement of assessments for any other Member.

7. Lien for Assessments. All sums assessed to any Mandatory Member Lot pursuant to this Article together with late charges and interest as provided herein shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except only for:

- (a) Liens of ad valorem taxes;
- (b) the lien for all sums unpaid on any first mortgage covering the Lot or any mortgage recorded prior to the recording of this Declaration; and

(c) the lien of any secondary purchase money mortgage covering the lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot.

All other persons acquiring liens or encumbrances on any Mandatory Membership Lot after this Declaration shall have been recorded shall take subject to the lien of the Association.

8. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment, or portion thereof, is not paid within fifteen (15) days after the due date, then a late charge, not in excess of the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount of each delinquent assessment or installment shall also be included in the lien and shall be due and payable to the Association. The lien for assessments shall also include interest at a rate of ten percent (10%) per annum on any assessment, installment, delinquency or late charge from the date such sum was first due and payable. The lien for assessments shall further secure costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees actually incurred. If any delinquent assessment or portion thereof is not paid within ten (10) days after written notice is given to the Member to make such payment, the entire unpaid balance of the assessment may be declared due and payable in full, and proceedings may be instituted to enforce such lien. Such notice shall be sent by certified mail, return receipt requested, to the Member both at the address of the Member Lot and at any other address or addresses the Member may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. All actions for the collection of such assessments by suit, judgment and enforcement of the aforesaid lien shall be brought in the same manner as other liens for the improvement of real property. The lien for assessments shall lapse and be of no further effect as to assessments or installments thereof, together with late charges and interest applicable thereto, first becoming due and payable more than four (4) years prior to the institution of suit therefore.

9. Extinguishment of Lien. Except as hereinafter provided, sale or transfer of a Member Lot shall not affect the lien for unpaid assessments. The enforcement of any lien which is superior to the lien for assessments, as provided in Section 7 hereof, whether by sale under power or judicial sale or foreclosure, or the enforcement of any first mortgage or secondary purchase money mortgage by transfer in lieu of foreclosure, shall extinguish the lien for any special assessments and any installments of annual assessments which are inferior to such lien and which fell due prior to the date of such sale under power, foreclosure, or transfer.

ARTICLE V

GENERAL PROVISIONS

1. Amendment. (a) This Declaration and the other Association instruments may be amended at any time and from time to time by the assent of Mandatory Members having at least two-thirds (2/3) of the total vote of Mandatory Members of the Association. The total number of votes required to approve any amendment shall not be reduced by the suspension of the rights of any member or members to vote due to action taken by the Board of Directors. So long as the same shall not (a) adversely affect the title to any Lot, (b) materially alter or change any Lot Owner's right to the use and enjoyment of his Lot or the common areas as set forth in this Declaration, or (c) otherwise make any material change in this Declaration, each Lot Owner agrees that, if requested to do so, such Lot Owner will consent to the amendment of this Declaration or the other Association instruments or the Bylaws or Articles of Incorporation of the Association, (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with, or remove any conflict or inconsistency with, the provisions of any applicable governmental statute, rule, regulation, or judicial determination which shall be in conflict therewith, (ii) if such amendment is required by the governmental statutes, laws, rules or regulations applicable to or promulgated by a governmental or quasi-governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot, or (iii) if any such amendment is necessary to enable any governmental agency to insure mortgage loans on the Lots based on the statutes, laws, rules or regulations applicable to or promulgated by such agency. Any provision in this Declaration which may be construed to the contrary notwithstanding, any amendment to this Declaration which would change, alter, modify or rescind any right, title, interest or privilege herein expressly granted to the holder of any mortgage affecting any of the Lots shall require the prior written approval of such holder. Amendments to this Declaration may be proposed by the Board of Directors of the Association, or by petition signed by Lot Owners having at least thirty percent (30%) of the total votes of the Mandatory Members of the Association. Agreement of the required majority of Lot Owners to any amendment of the Association instruments shall be evidenced by their execution of the amendment, or, in the alternative, the sworn statement of the President, any Vice President or Secretary of the Association, attached to or incorporated in an amendment executed by the Association, in which sworn statement it is stated unequivocally that agreement of the required majority of Lot Owners was otherwise lawfully obtained, and that all required notices were given. Any such amendment of the Association instruments, including this Declaration, shall become effective only when recorded or at such later date as may be specified in the amendment itself. The written consent of any mortgagee required with respect to such amendment shall also be recorded with such amendment. The approval of any amendments by a mortgagee shall be deemed implied and consented to if the mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the mortgagee receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

(b) For the sole purpose of adding property to the Eligible Property listed in Exhibit "A", this document may be amended by a majority vote of the board of directors for the sole purpose of listing additional property as "Eligible Property" in Exhibit A; provided, however,

that the property added is either adjacent to property already a part of the Eligible Property or is located within one thousand (1,000) feet of property that is already a part of the Eligible Property. Agreement of the required majority of board members to any amendment under this subsection (b) shall be evidenced by the sworn statement of the President, any Vice President or Secretary of the Association, attached to or incorporated in an amendment executed by the Association, in which sworn statement it is stated unequivocally that agreement of the required majority of board members was lawfully obtained. Any such amendment of the Association Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

2. Rights of Third Parties. This Declaration shall be recorded for the benefit of the Lot Owners and their mortgagees as herein provided, and no adjoining property owner or third party shall have any right, title or interest whatsoever in the property or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of such mortgagees as herein provided, the Lot Owners shall have the right to cancel, extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

3. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, the Bylaws and the rules and regulations of the Association now or hereafter adopted, as the same may be lawfully amended from time to time. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Association or, in a proper case, any aggrieved Lot Owner or Owners, jointly and severally, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. In addition to all other remedies, the Association, or a duly authorized agent thereof, shall have the right to enter upon any portion of the common areas where a violation exists and, at the expense of the violating Lot Owner and using such force as may be reasonably necessary, summarily abate or remove any erection, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof or of the Bylaws or rules and regulations, if after ten (10) days' written notice of such violation it shall not have been corrected by such Lot Owner. Neither the Association nor its agents shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. Should the Association employ legal counsel to enforce any of the foregoing or any other rights or remedies of the Association, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the violating Lot Owner. Inasmuch as the enforcement of the provisions of this Declaration and the Bylaws and such rules and regulations is essential for the protection of present and future Lot Owners, it is hereby declared that, for any breach thereof which cannot be adequately compensated by recovery of damages, the Association or, in any proper case, any aggrieved Lot Owner or Owners, in addition to all other remedies, may require and shall be entitled to the remedy by injunction to restrain any such violation or breach or threatened violation or breach. Further, and except as otherwise provided in this Declaration, in any case of flagrant or repeated violation by a Lot Owner, then, in addition to the foregoing remedies, the Association may suspend temporarily the voting rights of a Lot Owner, suspend temporarily the right of a Lot Owner to use certain of the common areas, and/or levy summary charges against the Lot Owner

for such violation, provided that no summary charges may be levied for more than \$25.00 for any one violation, but each day or time a violation is continued or repeated after written notice is given to the Lot Owner to cease and desist, it shall be considered a separate violation. Collection of summary charges may be enforced against a Lot Owner as if such charges were a common expense owed by the Lot Owner involved, and such charges may be added to and thereupon shall become part of that portion of any assessment next coming due to which the Lot Owner is subject. No delay, failure or omission on the part of the Association or any aggrieved Lot Owner or Owners in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to do so thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, of the provisions and regulations, however long continued, or for the imposing of provisions which may be unenforceable.

4. Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety at Hidden Hills; however, each Owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security at Hidden Hills. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Lot Owner. The Association shall not be held liable for any loss or damage by reason to provide adequate security or ineffectiveness of safety measures undertaken.

5. Duration. The term of this Declaration shall be perpetual. To the event Georgia law does not permit the right of perpetual duration for any provisions of the Declaration, the term of this Declaration shall be twenty (20) years from the date on which the Declaration is filed for record in the Office of the Clerk of the Superior Court of DeKalb County, Georgia, unless sooner terminated, and shall remain in effect and shall inure to the benefit of and be enforceable by any Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns. If perpetual duration is not permitted, upon the expiration of said twenty (20) year term, this Declaration shall be automatically extended, as permitted by the laws of the State of Georgia, for successive renewal periods of ten (10) years each, unless terminated as hereinafter provided. This Declaration may be terminated, renewed or extended, in whole or in part, if any agreement for termination, renewal or extension is signed by two thirds of all Mandatory Members and approved by two thirds of any eligible first mortgage holders, as provided in section 1 of this Article. The termination, extension or renewal shall be effective when filed for record in the Office aforesaid.

6. Effective Date. This Declaration of Protective Covenants and Mandatory Membership shall be effective only when the following occurs: at least two hundred (200) Mandatory Members have submitted their lots to current mandatory membership, or a total

of Two Hundred Fifty (250) Mandatory Members, including Mandatory Members with delayed application, have consent to subject their Lots to the terms of this Declaration. Additional consents by Persons within the Eligible Property, including current Voluntary Members, may be recorded at any time, and from time to time subsequent to the recording of this Declaration, subject to the terms of this Declaration. All consents, whether effective immediately, or upon sale or transfer, shall be recorded by the Association.

7. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board of Directors, will best effect the intent of the general plan of the Association. The provisions hereof shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective. In the event of any conflicts or inconsistencies between the Georgia Nonprofit Corporation Code, this Declaration, and the Bylaws, the terms and provisions of the Georgia Nonprofit Corporation Code and this Declaration, in that order, shall prevail.

8. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

9. Rights of Holders, Insurers and Guarantors of First Mortgages, Secondary Purchase Money Mortgages, and Secondary Mortgages Held By Institutional Lenders. In addition to the rights of mortgagees elsewhere provided, the holder, insurer and guarantor of each first mortgage, secondary purchase money mortgage, and secondary mortgage held by institutional lenders, or any insurer or guarantor of such mortgage, of a Lot shall (a) be entitled to written notice from the Association of any default by a Lot Owner in the performance of his obligations under this Declaration or the Bylaws or rules and regulations of the Association which is not cured within sixty (60) days, (b) be entitled to receive notice of and to designate a representative to attend and observe all meetings of Lot Owners, but not meetings of the Board of Directors of the Association, (c) be furnished copies of annual financial reports made to the Lot Owners, and (d) be entitled to timely written notice of any action that requires the written consent of a specified percentage of mortgage holders; provided, however, that such holder, insurer or guarantor shall first file with the Association a written request that notices of default, notices of meetings and copies of financial reports be sent to a named agent or representative of the holder, insurer or guarantor at an address stated in such notice. Further, each holder, insurer or guarantor which is an institutional lender (i.e., a bank, savings and loan association, insurance company, FHA-approved mortgage lender, pension fund, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, mortgage banker or other lender generally recognized in the community as an institutional lender) or a generally recognized commercial or governmental insurer or guarantor (including, without limitation, the U.S. Veterans Administration and the Federal Housing Administration) shall, upon request, be entitled to inspect the books and records of the Association during normal business hours, and may, at the sole expense of such holder, insurer or guarantor, have an audited

EXHIBIT "A"
ELIGIBLE PROPERTY
HIDDEN HILLS CIVIC ASSOCIATION

All those tracts and parcels of land lying and being in DeKalb County, Georgia, and more particularly described as follows:

Tract 1.

All that tract or parcel of land as shown recorded in Plat Book 60, page 47, DeKalb County, Georgia records, as revised in Plat Book 66, page 125.

Tract 2.

All that tract or parcel of land as shown recorded in Plat Book 70, page 80, DeKalb County, Georgia records.

Tract 3.

All that tract or parcel of land as shown recorded in Plat Book 70, page 165, DeKalb County, Georgia records.

Tract 4.

All that tract or parcel of land as shown recorded in Plat Book 72, page 180, DeKalb County, Georgia records.

Tract 5.

All that tract or parcel of land as shown recorded in Plat Book 92, page 30, DeKalb County, Georgia records.

Tract 6.

All that tract or parcel of land as shown recorded in Plat Book 92, page 29, DeKalb County, Georgia records.

Tract 7.

All that tract or parcel of land as shown recorded in Plat Book 86, page 91, DeKalb County, Georgia records.

Tract 8.

All that tract or parcel of land as shown recorded in Plat Book 91, page 131, DeKalb County, Georgia records.

Tract 9.

All that tract or parcel of land as shown recorded in Plat Book 93, page 27, DeKalb County, Georgia records.

Tract 10.

All that tract or parcel of land as shown recorded in Plat Book 93, page 75, DeKalb County,

Georgia records.

Tract 11.

All that tract or parcel of land as shown recorded in Plat Book 94, page 69, DeKalb County, Georgia records.

Tract 12.

All that tract or parcel of land as shown recorded in Plat Book 94, page 77, DeKalb County, Georgia records.

Tract 13.

All that tract or parcel of land as described in covenants recorded at Deed Book 2728, page 111, DeKalb County, Georgia records.

Tract 14.

All that tract or parcel of land as described in covenants recorded at Deed Book 2837, page 349, DeKalb County, Georgia records.

Tract 15.

All that tract or parcel of land as described in covenants recorded at Deed Book 2899, page 391, DeKalb County, Georgia records.

Tract 16.

All that tract or parcel of land as described in covenants recorded at Deed Book 2928, page 81, DeKalb County, Georgia records.

Tract 17.

All that tract or parcel of land as described in covenants recorded at Deed Book 3048, page 401, DeKalb County, Georgia records.

Tract 18.

All that tract or parcel of land as described in covenants recorded at Deed Book 3048, page 406, DeKalb County, Georgia records.

Tract 19.

All that tract or parcel of land as described in covenants recorded at Deed Book 3106, page 26, DeKalb County, Georgia records.

Tract 20.

All that tract or parcel of land as described in covenants recorded at Deed Book 3548, page 260, DeKalb County, Georgia records.

Tract 21.

All that tract or parcel of land as described in covenants recorded at Deed Book 3609, page 319, DeKalb County, Georgia records.

Tract 22.

All that tract or parcel of land as described in covenants recorded at Deed Book 3798, page 214, DeKalb County, Georgia records.

Tract 23.

All that tract or parcel of land as described in covenants recorded at Deed Book 5095, page 769, DeKalb County, Georgia records.

Tract 24.

All that tract or parcel of land as described in covenants recorded at Deed Book 5095, page 771, DeKalb County, Georgia records.

Tract 25.

All that tract or parcel of land as described in covenants recorded at Deed Book 5095, page 773, DeKalb County, Georgia records.

Tract 26.

All that tract or parcel of land as described in covenants recorded at Deed Book 5285, page 200, DeKalb County, Georgia records.

Tract 27.

All that tract or parcel of land as described in covenants recorded at Deed Book 5705, page 528, DeKalb County, Georgia records.

limitation, the U.S. Veterans Administration and the Federal Housing Administration) shall, upon request, be entitled to inspect the books and records of the Association during normal business hours, and may, at the sole expense of such holder, insurer or guarantor, have an audited statement of the Association's books and records prepared if one is not otherwise available. Each Owner of a Lot, by acceptance of a deed or other conveyance therefor, consents to such notifications and information to be provided to any such party by the Association. Any notice rights given in other provisions of this Declaration to Mortgagees are hereby granted to all insurers or guarantors of the mortgages held by said Mortgagees.

10. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.


11. Captions. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

12. Author. This Declaration was prepared by Randall M. Lipshutz and Jody L. Peskin, Lipshutz, Greenblatt & King, 2400 Harris Tower, 233 Peachtree Street, N.E., Atlanta, Georgia 30303.

IN WITNESS WHEREOF the undersigned officers of Hidden Hills Civic Association, Inc., hereby certify that the above Declaration was duly adopted by the required majority of the Association and its membership.

This 22 day of November, 2008.

Signed, sealed, and delivered
this 22nd day of November,
2008 in the presence of:


Witness

Damese N. Cherry
NOTARY PUBLIC

Wendall Ervin
V.P. Community Affairs
Wendall Ervin

Kenneth Saunders
V.P. External Affairs
Kenneth Saunders

HIDDEN HILLS CIVIC ASSOCIATION, INC.

By: Kathryn Brice (SEAL)
President

Attest: Christine Fortune (SEAL)
Secretary

Vernon Rossin
Treasurer
Vernon Rossin

Rod Frierson
Board Member-at-Large
Rod Frierson

Harold W. Hardee
Board Member-at-Large
Harold Hardee