

EXHIBIT "A"

PROTECTIVE COVENANTS

STANDARDS

These standards shall become Exhibit A to the Declaration of Protective Covenants and Mandatory Membership for Hidden Hills Civic Association (HHCA) and supersede as amended any previous standards that apply to each phase.

The Architectural Controls Committee (ACC) and/or an entity approved by the HHCA membership is created by the Declaration of Protective Covenants and Mandatory Membership for HHCA and shall operate under the authority of the HHCA. The judgment of conformity rests with the ACC or approved entity with the right of appeal decided by the HHCA board. The right to change, alter, and add to the attached regulations from time to time shall be by two-thirds vote of the HHCA membership present at a meeting and in good standing. Proper notification (30 days notice) shall be given to the membership prior to any voting.

The purpose of the ACC and approval of any plans that are to be submitted is for the overall aesthetic coordination of this subdivision and its improvements so as to comply with restrictions of record and harmony of development. Nothing contained herein, nor any actions of the ACC/approved entity, are intended, nor shall they be construed to be an approval of the adequacy, reasonableness, safety or fitness for the intended use of submitted plans, products, or construction.

ARTICLE I

ARCHITECTURAL STANDARDS

1. Air Conditioning Units

No window air conditioning units or fans shall be visible from any street. All compressor units shall be air-cycle operated and shall be ground mounted. Units visible from the street shall be screened by approved fencing or planting of a density and height to effectively hide the unit.

2. Antennas and Satellite Dishes

All outside antennas should be installed in such a way as to not be offensive from the street. They must be placed on the back side of the roof, or the back side of the chimney, or on a tree in the back yard, or as approved by the Architectural Code Committee. Satellite dishes and radio antennas shall be allowed only in the rear yard of any lot. Any dish mounted on a house must be out of view of the streets.

3. Artificial Vegetation, Exterior Sculpture and Similar Items

On front lawns and wherever visible from any street, there shall be no decorative items placed, such as sculpture, bird baths and bird houses, fountains or other decorative embellishments. No artificial vegetation shall be permitted on the exterior of any property. Boulders as natural art are allowed.

4. Brick and Stone

Brick samples must be submitted for approval before construction or renovations begin. There will be no orange or white looking brick. No holiday hill brick or weeping mortar joints are allowed. No black mortar permitted. Stone shall be Tennessee Field stone with natural color joints. No black mortar permitted.

5. Building Codes and Regulations

All governmental building codes, health regulations, zoning restrictions, and the like applicable to the lots or parcels shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

6. Building Procedures

After the house plan has been approved and the house and driveway are staked out on the lot, such locations must be approved by the ACC before trees may be cut and lot graded.

No trees measuring six inches or more in diameter at a point two feet above the ground level, any flowering shrubs, or any evergreens may be removed without the written approval of the ACC unless located within ten (10) feet of the approved site for such buildings, or within the right of way of driveways and walkways.

During construction all vehicles involved, including those delivering supplies, must enter the building plot on the driveway only as approved by the ACC and must be parked on the building plot where the construction is underway so as not to damage trees, paving, curb, buffer and other improvements.

All building debris, stumps, trees, etc. must be removed from each lot by builder. This should be done as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision unless approved in writing by the ACC.

During construction, and until the house is closed, builder must keep homes and garages clean and yards cut.

Effective with the passing of title, purchaser will assume the responsibility of the maintenance of his property including all easements and rights of way.

7. Driveways and walkways

Driveway and surfaces must be paved and surface approved by the ACC. Brick, stone, and natural concrete are all acceptable surfaces. Asphalt is not acceptable. Gravel is not acceptable as it is not considered "paving" by community standards.

8. Exterior Color Schedule

On speculation, contract, or repainted homes, all exterior colors shall be designed and approved by the Architectural Controls Committee (ACC). The external color schedules are on file with the ACC.

9. Exterior Security Devices

No exterior security devices such as door bars and window bars shall be permitted on any residence or Lot. Signs placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.

10. Fencing

Privacy fences are allowed and must be wood only. Privacy and ranch fences may be stained in natural colors and are to be maintained in good condition. Chain link or other wire fencing is specifically prohibited. There shall be no fences installed or erected in front of any dwelling on any lot nor shall any fences or walls be constructed without the prior written approval of the Association. No fence shall be erected closer to a front public street than the rear house line of a dwelling erected on any lot, nor closer than 15 (fifteen) feet to a side street right of way. Front elevation of any fencing facing a public street must be constructed of wood. Maximum height of any wood fence shall be six (6) feet.

11. Fuel or Water Tanks

No fuel tanks or water tanks shall be stored or maintained upon any Lot in such a manner as to be visible from any street or road or from any other Lot, unless used by Declarant, temporarily, in the ordinary course of developing the Community.

12. Garage Doors

Garage doors should be color coordinated with the house color(s). Rather than covering garage door windows with artificial materials for enhanced security, it is preferred that new or replaced garage doors do not have windows. If they have windows, the windows should be placed on the uppermost part of the door. If windows are placed on lower panels, windows should be left bare or have neutral, white or off-white curtains or film.

13. Landscaping and Tree Removal

Landscaping maintenance must be performed by the landowner (or designated contractor). Trees are included in landscape design and removal of large healthy trees (more than six (6) inches in diameter at a point two (2) feet above the ground) requires county approval except for (a) trees, regardless of their diameter, that are located within ten (10) feet of a drainage area, a sidewalk, a residence, or a driveway and (b) diseased or dead trees.

14. Lighting and Holiday Decorations

Except as may be permitted by the Architectural Code Committee, exterior lighting visible from the street shall not be permitted except for a) security lighting, b) landscape lighting, c) street lights in conformity with an established street lighting program for the Community, and d) seasonal decorative lights between October and January 15 each year. Holiday décor must be removed once the season is over.

15. Plan Approval Procedures for New Homes

Purchaser and/or Builder must request and obtain a detailed explanation of the architectural controls and plan approval procedures from the seller/builder or the ACC.

Purchaser and/or Builder is to submit one set of plans to the ACC of the floor plan. Changes should be clearly marked. This set of plans will remain with the ACC.

16. Mailboxes

All mailboxes and posts shall have a standard design and color in accordance with the following specifications on file with the ACC. At a minimum, all mailboxes that are new or replaced must have a black mailbox on top of a wood post. The size and shape of the mailbox must conform to standard or large size. The post supports are to be no less than 3 1/2 inches by 3 1/2 inches posts as designed by the ACC. There must be a house number on the top of the mailbox (see ACC recommendation). Mailboxes must be maintained in good standing order. They must stand upright and neither overgrowth nor any other item should block the opening of the box.

17. Redecorating

All proposed major exterior redecoration, additions and alterations must be submitted to the ACC for approval.

18. Roofs

Roofs shall be black, charcoal, gray, dark brown, or cedar. All roof stacks, flashing, and metal chimney caps must be painted out to match roof color. All roof stacks and plumbing vents shall be on the rear slopes of the roof. Roofs and gutters must be maintained in good condition.

19. Sight Lines

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

20. Street Lights

No changes to any street lights or other forms of outside illumination existing in all portions of the subdivision may occur without prior written permission from the Association.

21. Structural Materials and Improvement

Buildings erected on any lot or parcel which are constructed in whole or in part of concrete, concrete blocks, cinder blocks, or other fabricated masonry block units, must be veneered with brick or natural stone or other approved material over the entire surface exposed above finish grade.

No dwelling or other improvement shall be located nearer to a front, sides or rear property line than indicated by the building set-back lines shown on the recorded plat. For purposes of this covenant, eaves, steps and open porches not covered by a roof structure shall not be considered as a part of a dwelling, provided however, that this shall not be construed to permit any portion of the dwelling or other improvement to encroach upon another lot or upon any easements reserved in this Article at Section 8 hereof. No lot or parcel shall be reduced from the size shown on the recorded subdivision plat of the land, and no lot shall be further subdivided.

No dwelling, addition, or improvement shall be erected, placed, altered, or permitted to remain on any lot or parcel unless and until the construction plans, specifications of materials, and specifications of exterior finishes, landscape schemes, or color schemes have been approved in writing by the Hidden Hills Civic Association, provided that such approval shall not be unreasonably withheld. The Association, its committee, or agents shall take into consideration whether such plans are in conformity and harmony of external finishes, color, design, and general quality with the existing standards of the neighborhood.

Any exterior changes shall not commence until approved in writing. If the Association fails to approve or disapprove such plans and specifications within thirty (30) days after same has been properly submitted to the Association for review, the Association shall be deemed to have approved said plans and specifications. After such plans have been approved, no material changes may be made to said plans or specifications without the consent of the Association.

Nothing shall be erected, placed, or altered on any lot nearer to any street than building setback lines unless the same be retaining walls of masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, unless such construction has been approved in writing by the Association as set out in subsection 3 above. The exposed part of any retaining walls shall be made of brick, natural stone, or veneered with brick or natural stone or other approved material.

22. Structural Specifications

Dwellings erected on any lot shall each have not less than 1200 square feet of floor space on the main floor, with a ceiling height of not less than eight feet in all enclosed, heated, habitable areas. This floor space requirement shall be exclusive of any space in garages, carports, and basements. This space requirement may be modified as follows:

(a) In two-story buildings having not less than 1400 square feet of floor space in habitable areas. In these, the main floor requirement may be reduced to not less than 700 square feet of area exclusive of the non-habitable areas aforesaid.

(b) In dwellings designed as "story and a half," usually consisting of a main floor level with an upper level of finished and habitable attic or basement space having a ceiling height of not less than seven feet, six inches. Such dwelling may be constructed with main floor area reduced to not less than 700 square feet provided the combined habitable space on both levels totals not less than 1200 square feet of floor space.

(c) In dwellings designed as "split-level," being one in which the floor levels of habitable spaces are separated so that ground levels are in differing elevations, and part of said dwelling being two-story in height. In such dwelling the floor area requirements will be not less than 700 square feet in the aggregate of two such floor levels, so long as all habitable spaces have a ceiling height of eight feet and the combined floor area of all levels is not less than 1200 square feet.

(d) All houses must have a minimum of a two car attached garage with garage door. The garage is to be used for the parking of automobiles, boats, motorcycles, recreational vehicles and other motorized or non-motorized vehicles.

23. Utility Hoses and Pipes

Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or

similar transmission line shall be installed or maintained above the surface of the ground.

24. Window Treatments

No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or for any other purpose. The side of all window treatments which can be seen at any time from the street must be white or off-white. The use of towels, paper(s), or sheets as curtains is not allowed.

25. Windows and Doors

No bright-finished or bright-plated metal exterior door, door screen, window, window screen, louver(s) or other closures may be used. Acceptable metal finish colors must meet exterior color schedule.

ARTICLE II

MAINTENANCE

26. Drainage

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. If drainage grating and/or headwall is located on a Lot, the Owner of such Lot shall be responsible for ensuring that such drainage grating and/or headwall is clear of obstruction and debris to allow for proper drainage flow. Furthermore, no Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to present such property, and damage shall be repaired by the Person causing the damage at its sole expense.

27. Lot Maintenance

The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his or her lot (whether vacant or occupied) in a neat and attractive condition, the Association may enforce the covenant by fining or its authorized committee or agents may, after ten (10) days' notice to such owner, enter upon such lot and have the grass, woods and other vegetation cut when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed there from. Such owner shall be personally liable to the Association for the costs of any cutting, clearing, and maintenance described above and the liability for the amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by the Association by any appropriate proceeding at law or in equity. All costs incurred by the Association on behalf of such owner shall be reasonable. Although notice given as hereinabove provided shall be sufficient to give the Association or its designated committee, or its agents, the right to

enter upon any such lot to perform the work required, entry for such purpose shall be limited to the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday.

28. Trash and Dumping

No lot or parcel shall be used as a dumping ground for rubbish, trash or garbage. Trash, garbage, and waste removal are the sole responsibility of the homeowner and are not provided by the developer. Trash, garbage or other waste shall be regularly removed from the property and shall not be allowed to accumulate in an unsightly quantity (as determined in the sole discretion of the ACC) and shall be stored in garbage cans, which shall not be visible from the road on which the front of the residence is located. A scheduled pickup should be made for all appliances, furniture and other large items. They should not be placed on the street until the date of scheduled pickup. No garbage cans should be visible from any street unless for pickup. No trash or garbage or other rubbish (regardless of whether it is put in a container or plastic bags) shall be placed at the street or curb for pickup by the sanitation company providing service to the residence earlier than 9:00p.m. on the day immediately preceding the sanitation company's scheduled day for pickup. Any lot owner, or his family, servants, agents, invitees, or guests who shall dump or place any trash or debris upon any portion of the subdivision, except in the containers described above, shall be liable to the Association for the actual cost of the removal thereof or subject to fines as determined by the Association.

ARTICLE III

USE RESTRICTIONS

This Article, beginning at Section 28, sets out certain use restrictions that must be complied with by all Owners and Occupants of Lots. These use restrictions may only be amended in the manner provided in **Article ____**, hereof regarding amendment of this Declaration. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all owners and Occupants until and unless overruled, cancelled, or modified in a regular or special meeting by a majority of members present.

29. Business Use for Residential Areas

All lots or parcels to which these restrictions are applicable shall be used exclusively for single family residence purposes only, and no trade or business of any kind may be conducted in or from a lot or any part of the subdivision, except that the owner or occupant residing in a lot may maintain a professional office and/or conduct ancillary business activities within the lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the lot; (b) the business activity does not involve visitation of the lot by employees, clients, customers, suppliers or other business invitees in a greater volume than would normally be expected for guest visitation to a residential lot without business activity; (c) the business activity conforms to all zoning requirements for the subdivision; (d) the business activity does not

increase traffic in the subdivision in excess of what would normally be expected for residential lots in the subdivision without business activity; and (e) the business activity is consistent with the residential character of the subdivision and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the subdivision, as determined in the Association's sole discretion.

The terms "business" and "trade," as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the use of a lot by an on-site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph.

If an owner of a lot is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Association the name(s) of the person(s) who are authorized to occupy the lot. The designated person(s) to occupy the lot may not be changed more frequently than once every six (6) months.

30. Car Repair, Hobbies and Activities

The pursuit of other activities, or the storage of property, including specifically, without limiting the generality of the foregoing, major repair of vehicles and the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be permitted on any part of any lot except in the interior of the garage area of the residence.

31. Clothes Lines

No clothes lines shall be permitted that is visible from any street. No clothing, rugs, or any other item shall be hung on any railing, enclosed stairway, landing, porch, patio, balcony, deck, bushes or tree limbs that are visible from the street.

32. Easements

Easements for the installation and maintenance of utilities and drainage facilities are hereby expressly reserved as shown on the recorded plat of the subdivision. Neither the completed building nor any construction process may restrict access to, or make an encroachment upon these easements. Such easements will be maintained by the owner of the property which contains such easement.

33. Easements for the Golf Course

All owners and occupants of lots shall extend to all golfers lawfully using the golf course, the courtesy of allowing such golfers to retrieve any errant golf balls which have taken

refuge on said lots, provided such golf balls can be recovered without damaging any flowers, shrubbery, or the property in general.

An easement 30 feet in width, unless otherwise specified, and bounded on one side by the entire lot boundary line or lines which define the golf course property is hereby retained and reserved over each of the said lots for the purpose of maintaining a natural buffer area between golf and residential uses. No fence, wall, hedge, or shrub planting which could obstruct access to property covered by said easement from the golf course shall be placed or permitted to remain on lots. No tree four inches or more in diameter measured at appooint two feet above the average height of the ground at the base nor any shrub or dogwood tree of any size may be removed from this easement without the specific prior approval of the Hidden Hills Civic Association, its agent or successor. Violation of this covenant shall be subject to the penalty of a stipulated liquidated damage sum of \$20 per inch of diameter measured as herein before specified for each tree, \$20 for each shrub and \$50 for each dogwood tree removed without the specific authorization, except the maximum liquidated damages shall not exceed \$2,000.00 for ay lot. The recovery of such liquidated damages shall be available to the Hidden Hills Civic Association, its agent or successor as assigned by title of the golf course. Hidden Hills Civic Association, its agent or successor reserves the right to make selected planting of trees and other vegetation within the 30 foot easement in order to establish or maintain a buffered relationship between golf and residential uses as herein intended. Hidden Hills Civic Association or its successors hereby covenant to provide the owner of any lot with the description of the work to be done at least 14 days in advance of the actual work so that the mutual interests and desires of the owner and the Association may be properly coordinated.

34. Firearms and Fireworks

The display or discharge of firearms or fireworks in the Community is prohibited. The term "firearms" includes B-B guns, pellet guns, pistols, rifles and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. §25-10-1.

35. Hot Tubs and Swimming Pools

Above ground pools are not acceptable. Construction plans, including landscaping and fencing, must be submitted for written Architectural Code Committee approval. Hot tubs must not be seen from street.

36. Leasing

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Section. Lots may be leased for residential purposes only. All leases shall have a minimum term of six (6) months and a copy of all leases shall be given to the Board of Directors by the Owner of the Lot within thirty (30) days of entering into the lease. All leases shall require that the lessee acknowledge receipt of a copy of the Declaration, Bylaws and rules and regulations of the Association and shall also obligate the lessee to comply with these documents.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specifically assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

When a Lot Owner who is leasing his or her Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to Owner. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under Article ___ herein as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

37. Nuisance, Noise and Odor

It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Lot. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community. Each Lot Owner, his family, visitors, invitees, guests, servants, renters and agents shall refrain from any act or use of his Lot or the Common Areas which could reasonably endanger the health or safety or cause embarrassment, discomfort, annoyance or nuisance to the Occupants of the Lots, or which could result in the cancellation of insurance on any Lot or any portion of the Common Areas, or which would be in violation of any law or governmental code or regulation. No plants, animals, grocery carts, device or thing of any sort shall be maintained in the Community whose activities or existence is in any way noxious, dangerous, unsightly, and unpleasant or of a nature as may diminish or destroy the

enjoyment of the Community other Owners and Occupants. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

38. Occupants and Renters Bound

All provision of the Declaration, Bylaws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

39. Outbuildings and Similar Structures

No temporary house, shack, or tent shall be erected on said lots or parcels to be used for residential or church purchases; and no lot may be used for school or kindergartens. No structure of a temporary character, including but not limited to any trailer, shed, barn, pen, kennel, stable, outdoor clothes line or dryer, or other outbuilding shall be erected or maintained on the subdivision at any time, except as approved in writing by the Hidden Hills Civic Association. No storage buildings, doghouses or dog runs should be seen from the street. No metal storage buildings are allowed.

40. Outdoor Cooking

No outdoor cooking permitted in front yard, porch or driveway. Outdoor cooking should be done in the backyard.

41. Pets and Animals

No animals, birds or reptiles, other than generally recognized household pets, shall be kept or maintained on any portion of a lot or parcel and then only if they are kept or maintained solely as domestic pets and not for commercial purposes. No lot or parcel shall be used for keeping or breeding of livestock, household pets, or poultry of any kind. All dogs shall be on a leash and under the physical control of a responsible person at all times while outside the boundaries of the lot where the animal resides. Feces of any household pet left on any portion of the subdivision, ~~other than the lot where the animal resides,~~ must be removed by the owner of the pet or the person responsible for the pet. Pets shall be registered, licensed and inoculated as may from time to time be required by law.

The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance to be permanently removed from the Property upon seven (7) days' written notice. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or

property of any Owner or Occupant may be removed by the Board without prior written notice to the pet's owner. Any Owner or Occupant who keeps or maintains any pet upon the Property shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. The Board of Directors shall have the authority to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

42. Recreation and Play Equipment

All recreation and playground equipment (hammocks, swings, trampolines, playhouses, tents, and other playground equipment, including basketball goals) must be placed in the rear of the property. All basketball goals must match the color of the house and be placed at the rear of the driveway or property.

43. Signs

Except for entrance signs to the subdivision, directional signs for vehicular or pedestrian control or safety, signs for community "theme area" signs, and such other promotional signs as may be maintained by the Association, and except as may be required by legal proceedings, no advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, without the prior express written consent of the Association. Standard size real estate signs may be used to advertise lots "For Sale" or rent, provided that any such temporary "For Sale" or similar real estate sign shall be removed promptly following the sale of such lot. The Association shall be authorized to withhold its approval or consent until being furnished information as to the size, style, and color of any proposed sign permitted hereunder. Violation of this covenant shall be subject to the penalty of a stipulated, liquidated damage sum of \$50.00 for each day during which such violation continues. The recovery of such damages shall be available to the Association or to owners of lots or parcels subject to these covenants, except that the violator shall not be required to pay damages to more than one plaintiff or complainant.

No advertising work-in-progress signs are allowed. Only one realty sign is allowed per house. No sign or post shall exceed 36" from the ground to the highest point. Security signs are allowed, but not to exceed 12" in height and 10" width. Political signs are allowed and must be removed day after election. No signs are allowed in the golf course easements. No signs are allowed at any Hidden Hills entrance including notice of garage sale on posts, stakes or street light posts (except for Hidden Hills informational signs).

44. Vehicles and Parking

The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, boat trailers, horse trailers, recreational vehicle, motor home, mobile home, motorcycles, mini bikes, scooters, go-carts, trucks, campers, buses, vans, commercial vehicles, and automobiles. Vehicles shall not be parked on any street within the Community or any portion of a Lot other than in the garage; provided, however, if, and only if, the Occupants of a Lot have more vehicles than the number of garage parking spaces,

those excess vehicles which are an Occupant's primary means of transportation on a regular basis may be parked on the driveway on the Lot. Vehicles without a current tag must be garaged. All trucks over 1 ton must be garaged. The doors of garages shall be kept closed at all times, except during times of entry and exit from the garage, or when someone is working in or around the garage.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than 24 hours if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Vehicles without a current tag must be garaged. After a three (3) day period, such vehicle shall be considered a nuisance and may be removed from the Community. Such vehicles identified above must be removed by the owner. The Association shall have the right to remove any such vehicle if not removed by the Owner within ten (10) days of notice.

No towed vehicle, boat, boat trailer, horse trailer, recreational vehicle, motor home, mobile home, bus, camper, trailer, truck or commercial vehicle over one ton capacity, motorcycle, mini bike, scooter, go-cart or similar recreational vehicles shall be permitted on any Lot, except if kept in an enclosed garage, for periods longer than twenty-four (24) consecutive hours (the intent of this provision is that such recreational vehicles may not be stored on a Lot except if in a garage and the temporary removal of such vehicle from a Lot to break the continuity of the twenty-four (24) consecutive hours shall not be sufficient to establish compliance with this restriction). Any such vehicle shall be considered a nuisance and may be removed from the Community.

Cars that are unsightly (including but not limited to flat tires, vehicles on cinderblocks, broken windows or broken windshields) shall not be left upon any portion of the Community, except in a garage or other area designated by the board.

ARTICLE IV

ENFORCEMENT

Each Owner, whose land is subject to these protective covenants, shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration 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 Owner or Owners, jointly and severally, who are also subject to these protective covenants, 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 lot or parcel where a violation exists and, at the expense of the violating 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, if after ten (10) days' written notice of such violation it shall not have been corrected by such 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 Owner. Inasmuch as the enforcement of the provisions of this Declaration and such rules and regulations is essential for the protection of present and future 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 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 addition to the foregoing remedies, the Association may levy charges against the Owner for such violation, provided that no charges may be levied for more than \$50.00 for any one violation, but each day or time a violation is continued or repeated after written notice is given to the Owner to cease and desist, it shall be considered a separate violation. Collection of summary charges may be enforced against an Owner as if such charges were an expense owed by the Owner involved. No delay, failure or omission on the part of the Association or any aggrieved 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.

To the extent that any separate covenant applicable to any submitted lot shall impose greater or additional restrictions on the use of said lot, said restriction shall remain in full force and effect and will not be deemed rescinded or affected by these covenants.