

Haines Point Property Owners Association

RESERVATIONS AND RESTRICTIONS

- 1.** Lots shown on the plat are to be used for residential purposes only. No further subdivision of any lot shown on the plat shall be made within the prior written approval of the Architectural Committee.
- 2.** No structure shall be erected, placed or permitted to remain on any of the foregoing lots other than one detached single family dwelling, not to exceed two and one-half stories in height at the elevation facing the street, and a private garage. An efficiency apartment of not more than 3 rooms may also be constructed as part and parcel of any dwelling hereby permitted to be constructed on such property, which said apartment may be used and occupied by domestic servants or guests of the person or persons entitled to possession of said main dwelling, provided specifically, however, that such apartment shall not be rented. No such efficiency apartment shall be constructed unless the main dwelling has first been constructed or unless they are constructed at the same time.
- 3.** Except with the prior written approval of the Architectural Committee hereinafter referred to, no building of any kind, including garages, shall be located on any lot less than 40 feet from any street line and no building shall be located less than 15 feet from any side lot line or less than 70 feet from the property line of any golf course property or less than 50 feet from any rear lot line.
- 4.** No residential structure which has a minimum area of less than 2250 square feet of heated area for two story and split level structures and 2000 square feet of heated area for one story structures, exclusive of all porches, basements, and garages, shall be erected or placed on any lot, except by the advance written approval of the Architectural Committee. Dwellings constructed on Lots No.8, 21, 44 and 53 shall be restricted to a maximum of three [3] bedrooms.
- 5.** No building, fence, outside lighting, screen planting, or other improvement shall be erected, altered, or placed on any lot nor shall any tree having a diameter of more than four (4) inches be removed unless building plans, specifications, and site plans, specifications, and site plans showing the location of such improvements have been submitted in advance in writing to and approved in writing by the Architectural Committee as to conformity and harmony of exterior design and exterior materials with existing structures in the area and as to location with respect to topography, lakes, golf courses, and neighboring structures, subject nevertheless to the proviso that in the event to suit to enjoin the erection of a building or the altering of existing buildings has been commenced prior to the completion of the work, such approval will not be required and this covenant shall be deemed to have been fully satisfied.

6. No noxious or offensive activity shall be carried on within this subdivision, nor shall anything be done thereon which shall constitute a nuisance to the adjoining landowners. No signs or billboards shall be erected or maintained on any lot unless approved in advance by the Architectural Committee or unless such sign is of the usual and customary size and design offering the property for sale. In the case of such real estate "for sale" signs, only one [1] such sign shall be permitted per lot being offered and such sign must be removed within ten (10) days immediately following the closing of the sale of such property. No trade materials or inventories may be stored upon the premises and no trucks, boats, or tractors may be stored or regularly parked on the premises except in a garage or well screened enclosure. All trash and garbage must be kept in underground receptacles unless within the utility yard referred to in Paragraph 12 hereof. No business activity or trade of any kind whatsoever shall be carried on upon any building site.

7. No trailer (including but not limited to campers, recreational vehicles, large trailers and mobile homes), basement (unless said basement is part of a residence erected at the same time), tent, shack, barn or other outbuilding shall be erected or placed on any property covered by these covenants, except as specifically permitted herein.

8. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any lot. Horseback riding or horse-drawn vehicles, shall be confined to paved roads and golf course maintenance roads, or bridal paths.

9. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set-back line, established herein or within 70 feet of any golf course, except by the advance written approval of the Architectural Committee.

10. Adequate off-street parking shall be provided by the owner of each lot for the parking of the automobile or automobiles of such owner and his household, and owners of lots shown on said plat shall not park their automobiles on the streets in this subdivision.

11. Except as herein otherwise provided, each owner shall keep his property in this subdivision and the lake bank adjacent thereto, if any, free of trash and rubbish and properly maintained so as to present a pleasing appearance, maintain the proper contour of the lake bank, and prevent erosion.

12. Each residential structure shall have attached thereto one or more utility yards. At least one such utility yard shall be constructed at the same time the main residence is constructed, unless provision is made for the housing of the items set forth below either in the main residence or garage. Each utility yard shall be walled or fenced, and the entrance thereto shall be screened, using materials and with a height and design approved by the Architectural Committee. The following buildings, structures, and objects may be erected and maintained and allowed to remain on a building site only if the same are located wholly within the main residence or wholly within a utility yard: pens, yards and houses for pets, above ground storage of construction materials, wood, coal, oil and other fuels, clothes racks and lines, clothes washing and drying equipment, laundry rooms, tool shops and workshops, garbage and trash cans, boats and boat trailers and receptacles (other than the underground receptacles referred to in paragraph 6 hereof), and other mechanical equipment and any other structures or objects determined by the Architectural Committee to be of any unsightly nature or appearance.

13. All telephone, electric, and other utility lines and connections between the main utility lines and residence and other buildings located on each building site shall be concealed and located underground so as not to be visible.

14. Perrowville Development Corporation, for itself and its successors and assigns, hereby reserves, and is given a perpetual easement, privilege and right for utility purposes on, in and under a five (5) foot strip along the rear line of each building site and on, in and under a five (5) strip along the interior side lot line of each Subdivision lot; and on, in and under the strip of land which extends ten feet beyond the natural pool of Ivy Lake.

15. No communication receiving and/or transmitting device (including but not limited to television, radio, CB, satellite discs or other antennae) may be installed or located on any lot or structure.

16. These restrictions are to run with the land and shall be binding until January 1, 1995, at-which time said restrictions shall automatically be extended for successive periods of ten (10) years unless by instrument duly signed and acknowledged by the owners of property constituting not less than 75% of the lots shown on the plat, said restrictions are terminated in whole or in part. By instrument duly signed and acknowledged by the owners of all lots shown on the plat, these restrictions may be at any time amended.

17. The Architectural Committee, hereinabove from time to time mentioned, shall consist of not less than three (3) and not more than five (5) persons appointed annually on the first day of June by Perrowville Development Corporation, their successors or assigns, to serve for one (1) year or until their successors shall have been duly appointed. Any vacancy occurring in the membership of said Committee may be filled for the balance of the unexpired term by majority vote of the remaining members of the Committee. Said committee shall select one of its members as Chairman, keep written minutes of its proceedings, and have the right to establish reasonable by-laws, rules and regulations for carrying on its business. Any matter submitted in writing to all members of the Architectural Committee with written request for approval by said Committee which is neither approved nor disapproved within thirty (30) days after such submission shall be deemed to have been approved.

The Architectural Committee may, by unanimous written consent, designate one (1) of its members to act for it with respect to such matters as said Committee may see fit, but such designation shall be subject to termination at any time by the Committee upon request of any member thereof. No Committee member shall be entitled to compensation for serving as such. The Architectural Committee shall have the power and authority to grant variances from these restrictions.

18. These restrictions shall be enforceable at law or equity by Perrowville Development Corporation, their successors or assigns, as well as by the Architectural Committee or other owner or owners of any lots shown on said plat. Invalidation of any of these restrictions or any part thereof by judgment or Court Order or otherwise shall not affect any other provision hereof which shall remain in full force and effect.

19. These restrictions shall be applicable only to the property shown on the plat with which these reservations and restrictions are recorded and shall not be applicable to adjacent property unless expressly made so applicable by a further deed of dedication.

LAKE RESTRICTIONS

a. No septic tank, drain field, buildings, or structures may be constructed within 50 feet of the natural pool of Ivy Lake. A natural buffer area, free of construction, must be maintained over all areas that are within fifty feet of the natural pool of Ivy Lake.

b. No trash, garbage, debris, toxic waste or pollutants of any kind shall be placed into Ivy Lake or permitted to enter Ivy Lake.

c. Lot owners shall implement all measures as may be necessary or required to prevent erosion into Ivy Lake and to prevent the washing or debris into Ivy Lake.

d. Use of Ivy Lake shall be subject to rules and regulations as may be promulgated from time, to time by Perrowville Development Corporation, its successors and assigns. Neither Ivy Hill Development Corporation nor the Architectural Committee assumes any responsibility for the safety of persons using Ivy Lake, and persons using Ivy Lake do so at their own risk.