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2.6 The term "Declarant" shall mean DAVID A. LYLES as the owner and developer of DEBUTARY POINTE and the declarant of these covenants and restrictions.

2.7 The term "The Debutary Pointe Architectural Review Committee" (herein called Architectural Review Committee) shall mean that body of individuals to whom Declarant may delegate its rights to exercise prior approval over all houses, structures, and improvements erected, placed, or altered in DEBUTARY POINTE.

ARTICLE III - IMPOSITION OF COVENANTS

Declarant, by executing and entering this instrument of record, publishes and declares that the subdivided tracts of land which are described in Exhibit "A" shall hereafter be owned, occupied, used, conveyed, encumbered, leased, and improved in accordance with the covenants, restrictions, conditions, limitations, and affirmative obligations set forth in this Declaration, all of which shall be deemed covenants and obligations running with the land.

ARTICLE IV - GENERAL COVENANTS, RESTRICTIONS, AND EASEMENTS

4.1 The Property shall be used for single family recreation and/or single family residence purposes only. The Property shall not be used for business, commercial, industrial, condominium, townhome, apartment or other multi-family residential uses, except however, the Property may be subdivided in accordance

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with the subdivision ordinance of Fairfield County. Not more than one (1) single family residential dwelling together with accessory buildings and facilities normally incident to a single family residential home site shall be constructed or placed upon each subdivided lot.

4.2. Notwithstanding the provisions of Paragraph 4.1, the owner of any lot affected by these covenants may use a portion of the residence erected on his lot as an office if such usage does not create or result in customer or client traffic to and from the lot. Furthermore, houses may be used as models for sales promotion, and such usage shall not be prohibited by Paragraph 4.1.

4.3 No house, garage, building, screen, fence, porch, swimming pool, pet pen, or structure of any kind shall be erected, or altered subsequent to being erected, upon any lot until the proposed plans (including front, side, and rear elevations), specifications (including a complete description of all materials and interior furnishings), exterior colors and finishes, site plan (including the site location of any proposed building or structure, as well as patios, driveways and parking areas), and landscaping plan (including size, type, and location of all plants, trees, and ground cover) have been approved in writing by the Architectural Review Committee. The plans, specifications, and site location of any proposed improvements may be rejected or conditionally approved upon any reasonable grounds which the Committee in its sole discretion shall deem desirable for the orderly, harmonious, and aesthetic development and use of land in the subdivision. One copy of the proposed plans, specifications, and plot plan shall be

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submitted to the Architectural Review Committee for review and for retention with its permanent records. If the Architectural Review Committee fails to grant, deny, or conditionally approve proposed plans within thirty (30) days following receipt of all items required by this paragraph, the provisions of this paragraph shall be deemed to have been waived and approval shall be deemed to have been granted. All buildings and outbuildings erected or placed upon the Property shall be constructed on site of new material of good grade, quality and appearance, and shall be constructed in proper, workmanlike manner

4.4 In order to assure that every building or structure will be located such that views, privacy, and ventilation will be maximized to the extent practicable for all residences, no building shall be located on any lot closer than twenty five (25) feet to any front street line, nor nearer than seven and one-half (7.5) feet to any side lot line, nor nearer than fifty (50) feet to any rear lot line, or any line which fronts on Cedar Lake Reservoir. Provided, however, that any detached garage or outbuilding which may be permitted under the terms of these covenants, may be located no nearer than ten (10) feet to any side lot line, and no nearer than ten (10) feet to any rear lot line. Declarant, in Declarant's sole discretion, may waive or vary the requirements of this paragraph if strict enforcement thereof would result in undue hardship on any lot owner. However, no buildings or site improvements shall be erected within fifty (50) feet of the official Duke Power Company (presently known as Duke Energy

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Corporation) project boundary for Cedar Creek Reservoir, except access structures which connect the Property improvements to waterfront or water access facilities for the Property which have been properly constructed and permitted by Duke's Lake Management officials or other applicable governmental authority All shoreline improvements, stabilization or other activity within this fifty (50) foot setback shall comply with all Duke and Fairfield County requirements for such construction.

4.5 No house will be approved for construction by the Architectural Review Committee unless it is designed to contain a minimum number of square feet of heated interior space. If the house is to be composed of a single story, it must contain 1800 square feet of heated interior space. If the house is to be composed of a two stories, it must contain 2200 square feet of heated interior space, the ground level or first story must contain at least 1200 square feet. If the house is to be composed of a story and one-half, (or a split level), it must contain 2000 square feet of heated interior space, the ground level or main floor must contain at least 1000 square feet. The term "heated interior space" shall not be interpreted to include accessory buildings, terraces, decks, open or screened porches, and any basement or upper level which is not actually served by heating and air conditioning and is not accessible to the main living areas by a permanent fixed stairway.

4.6 In construction of a residential dwelling, every lot owner shall provide space for automobile parking off public streets

in accordance with standards established by the Architectural Review Committee, and such parking space shall be completed prior to occupancy.

4.7 The exterior of all houses, accessory buildings, and other structures must be complete within one (1) year, except where completion is impossible or would result in hardship to the lot owner or builder due to strikes, fires, severe material shortages, national emergency, or natural calamity.

4.8 No mobile or modular home or structure having the characteristics or appearance of a mobile or modular home, shall be located upon the Property. For the purposes of this requirement, the state and federally accepted definitions of mobile (or manufactured) and modular homes shall prevail. No building may be moved onto any lot from another location without the express written consent of the Declarant, which consent, in its sole discretion, may be withheld. This section does not apply to temporary construction trailers used by contractors during construction.

4.9 In construction of a residential dwelling, every lot owner shall provide screened or enclosed areas in which garbage receptacles, fuel tanks and similar storage receptacles shall be installed.

4.10 No lot shall be subdivided, nor its boundary lines altered, except with the prior written consent of Declarant. However, the right is reserved to Declarant to replat any lot or lots owned by it and shown on plats of subdivided sections made

