

## **CONDENSED VERSION OF MPCA DEED RESTRICTIONS**

**SECTION 5.1:** No building shall be erected, placed or altered on any lots until the building plans and specifications and a plot plan showing the location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location with respect to topography and finished grade elevation, by an Architectural Control Committee composed of a representative designated by a majority of the members of said committee. In the event said committee or its designated representative fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. All decisions of such committee shall be final and binding and there shall be no revision of any action of such committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. Members of said committee shall not be liable to any persons subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for any other loss arising out of their acts hereunder, it being understood an aggrieved party's remedies shall be restricted injunctive relief and no other.

**SECTION 6.1 RESIDENTIAL CONSTRUCTIONS AND USE:** No platted lot shall be used except for residential purpose and no building shall be erected, altered, place, or permitted to remain on any lot other than on detached single-family dwelling of one, one and one-half and two stories in height, and a private garage for not less than two cars not more than three cars.

**SECTION 6.2 ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external design with existing structures, as to location with respect to topography and finish grade elevations.

**SECTION 6.8 UTILITY EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Neither declarant nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees and flowers or other property of the owners situated on the land covered by said easements.

**SECTION 6.9 NUISANCES:** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No repair work, dismantling or assembling of motor vehicles, boats, trailers or any other machinery or equipment shall be permitted in any street driveway or yard adjacent to a street.

**SECTION 6.10 USE OF TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Temporary structures used a building offices and for other related purposed during the construction period must be inconspicuous and unsightly, and there is hereby reserved unto the Architectural Control Committee the sole power to determine what is inconspicuous and unsightly in connection with temporary structure.

**SECTION 6.11 DOMESTIC QUARTERS:** No garage apartment for rental purposes shall be permitted on any residential lot. Living quarters on property other than the main building on any residential lot may be used for bona fide servants only.

**SECTION 6.13 SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent. During the initial construction and sales period, the builder may use other signs and displays to advertise the merits of the property for sale or rent. Declarant or its assignee shall have the right to remove any such sign in contravention hereof and in so doing shall not be subject to therewith or arising with such removal.

**SECTION 6.14 HEIGHT OF ANTENNAE:** No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the front building line of said lot. And no radio or television aerial wires or antennae shall be placed or maintained on any building or any residential lot to extend more than ten (10) feet above the roof of the main residence on said lot.

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**SECTION 6.15 STORAGE OF AUTOMOBILES, BOATS, TRAILERS AND OTHER VEHICLES:** No trucks, van, trailers, boats, or any vehicle other than passenger cars will be permitted to park on street or on driveways longer than a twelve (12) hour period. Permanent and semi-permanent storage of such items and vehicles must be screened from public view, either within the garage or behind the fence which encloses the rear of the lot.

**SECTION 6.18 GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**SECTION 6.19 LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

**SECTION 6.20 OBSTRUCTION OF SIGHT LINES:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway 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 limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

**SECTION 6.21 FENCES:** No fence, wall or hedge in excess of three (3) feet in height shall be placed or permitted to remain on any said lots in the area between any street adjoining same and the front building lines. Further, no side or rear fence, wall or hedge shall be constructed that exceeds 6 feet in height unless prior approval is obtained from the Architectural Control Committee.

**SECTION 6.22 ROOFING MATERIALS:** The roof of any building shall be constructed or covered with (1) wood shingles or (2) asphalt or composition shingles comparable in quality, weight, and color to wood shingles, the decision on such comparison to rest exclusively with the Architectural Control Committee or (3) crushed marble slag or pea gravel set in a built up roof. Any other type roofing materials shall be permitted only at the sole discretion of the Architectural Control Committee

**SECTION 6.23 INFRINGEMENT:** An owner shall do no act nor any work that will impair the structural soundness or integrity of another lot or improvements thereon, or impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely effect other lots, improvements thereon, or their owners.

**SECTION 7.1 ENFORCEMENT:** The association, or any owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration.

Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**SECTION 7.2 SEVERABILITY:** Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

When you closed on your home, you should have been provided a complete copy of the deed restrictions which is titled DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION MEMORIAL PARKWAY COMMUNITY ASSOCIATION. This complete document is over 20 pages in length.

2/13/02