

NOTE: The following was copied from Plat 3 architectural drawing received from Pep Pilgreen Engineering.

MITYLENE FOREST PLAT RESTRICTIONS FOR RESIDENTIAL LOTS

These covenants are to run with the land and shall be binding on all parties and persons claiming them for a period of twenty-five (25) years from the date of the recording of this plat, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Enforcement shall be by proceeding at law or in equity against the person or persons violating or attempting to violate any covenants, either to restrain or to recover damages. Invalidations of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remaining full force and effect.

1. **LAND USE AND BUILDING TYPES:** All lots in the subdivision shall be known and described as residential lots and shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling for private use, not to exceed two stories in height and a private garage for not more than three (3) cars.
2. **DWELLING SIZE:** The ground floor area of the main structure shall not be less than 1800 square feet for a one story dwelling and 1250 square feet for a one and one-half story or two story dwelling. For the purpose of this paragraph, one-half of the square footage of an attached and enclosed garage shall be considered in the minimum square footage for a dwelling, provided, however, garage floors are installed and the exterior finish of the attached garage is the same as that of the main residence. A carport under a roof which is attached to a dwelling shall not be considered as a garage for this purpose. Maximum building height shall be thirty-five (35) feet.
3. All construction, once begun must be persued to completion with due diligence. Chimneys of prefabricated fireplaces are prohibited on the front of houses. Chain link fences are prohibited except on rear lot lines and side lines from rear lot line to rear of the building. Closure to the building with chain link fencing is prohibited. Chain link fences are prohibited fro fronting any street right-of-way unless approved by the architectural control committee.
4. **SUBDIVISION:** No lot shall be re-subdivided into smaller lots nor conveyed or encumbered in any less than the full original dimensions as shown on the original plat of record.
5. **EASEMENTS:** No easements or right-of-way for ingress or egress from the subdivision to any contiguous property shall be granted by the owner of any lot or lots in the subdivision.
6. **BUILDING LOCATION:** No building shall be located on any lot nearer than applicable city regulations. Lot owners are cautioned about building without first satisfying themselves of the feasibility or suitability of constructing the proposed building on the pad or otherwise on the lot. A. J. McLemore Development Properties, L. L. C. and their consultants specifically disavow any liability or responsibility due to construction of said pad or for the suitability or feasibility of the lots for the construction of any proposed building, outbuilding, or pools. No warranty is given or representations made in regard to such. Lot owners have the responsibility of satisfying themselves of such in regard to the building which is to be placed on said lots.
7. **TEMPORARY STRUCTURES:** No basement, tent, shack, garage, barn, trailer, outbuilding or any temporary structure shall be occupied or used as a residence. Any main dwelling structure which does not meet the requirements of paragraph one (1) hereof shall be considered a temporary structure. Outbuildings incidental to residential use shall be of a design and exterior finish commensurate with that of the main structure. Shingles shall match the residence roof. All metal storage buildings of any kind are prohibited.
8. **SIGNS:** No billboard or other advertising device shall be erected or permitted on any lot, nor shall anything be done or permitted on any lot which will defacer or mar the natural scenery thereof.

9. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kinds shall be raised, bred or kept on any lot, except that domestic pets, such as dogs and cats, may be kept provided that they are not maintained for commercial purposes and do not become a nuisance to the neighborhood.
10. NUISANCES: All lots shall be limited to residential use only and no noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
11. OPEN FIRES: there shall be no open burning of trash, rubbish, grass, brush, tree limbs, etc. All such burning must be done in a safe enclosed incinerator with a wire mesh cover to prevent burning particles from escaping.
12. OIL AND MINING OPERATIONS: No oil or gas drilling or mining operations of any kind shall be permitted upon any lot.
13. MAILBOXES AND RECEPTACLES: All mailboxes or any other receptacle for the receipt of mail regardless of whether or not delivered by the United States Postal Service or a private delivery service and all other receptacles for the delivery of newspapers or other publications shall be uniform in design and color and shall be governed by the provisions of paragraph 16 of these covenants and subject to approval by the architectural control committee as any building within this plat. The builder shall provide mail boxes during initial construction.
14. EASEMENTS: All easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. The granting of the easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement.
15. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
16. 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 the quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. The owner shall deliver to the architectural control committee a complete set of plans and specifications along with a check in the amount of \$50 payable to the architect for review of the plans.
17. MEMBERSHIP: The architectural control committee is composed on an architect, engineer and a member of A. J. McLemore Development Properties L. L. C. A majority of the committee members may designate a representative to act for it. In the event of the death, resignation, or inability of any member to serve, the remaining members shall has full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services pursuant to this covenant.
18. PROCEDURE: The architectural control committee's approval or disapproval as required in these covenants shall be in writing and shall be accomplished by signing two (2) copies of plans, one of which will be retained by the committee for its record. Notice is hereby served on each owner that if he starts building without written approval of the committee, he is doing so at his own risk.

19. BASKETBALL GOALS, FLAGS POLES, ETC. No basketball goals, flag poles or other ornamental yard fixtures shall be erected or placed on any lot unless the location or placement of said fixture has been approved by the architectural control committee.
20. STORAGE AREAS No lumber, metals, building material, refuse or trash shall be kept, stored or allowed to accumulate on any part of the property, except building materials used during the course of original construction of any approved structure or any approved renovation, repair or reconstruction. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers must only be placed on the property to provide access to persons making such pick-up. At all other times such containers shall be stored in such manner so that they cannot be seen from adjacent and surrounding property.
21. VEHICLE PARKING on the street in front of house shall be limited to temporary parking of guests or resident vehicles in current use and currently licensed. Storing automobiles, trucks, campers, boats, snowmobiles, motorcycles, motor bikes or any other vehicle of any other description in the street, driveway, yards of residences, in front of the principle building setback, lines, is specifically prohibited. Such vehicles must be stored in garages, vehicle parking in grass shall not be permitted.
22. COMMERCIAL VEHICLES No commercial panel truck or equipment shall be permitted to be parked or to be stored at any place on subject property. This prohibition on parking and storage shall not apply to temporary parking of truck and/or commercial vehicles used for pick-up and delivery.
23. RECREATIONAL EQUIPMENT PARKING Any such vehicle or recreational equipment parked in violation of these regulations contained herein or in violation of the rules and regulations now or hereafter adopted by the homeowner association, shall be towed at the sole expense of the owner of such vehicle or recreational equipment, if the violation of said restrictions remain for a period of more than forty-eight (48) hours. The homeowners association shall not be liable to the owner of such vehicle or recreational equipment, nor to the respective lot owners, for trespass, conversion of otherwise, nor guilty of any criminal or quasi criminal act by reason of such towing, and neither its removal or failure of the owner to receive any notice of said violation shall be grounds for relief of any type. The foregoing remedy is in addition to any other remedy which may exist whether at law or in equity.
24. VEHICLE REPAIRS No vehicle maintenance or repair shall be performed on any vehicle upon any portions of the subject property, unless performed in a garage, except in an emergency situation, notwithstanding the foregoing all repairs to disable vehicles within the property must be completed within forty-eight (48) hours from its immobilization or the vehicle must be removed. The homeowners association shall be allowed to maintain and store its maintenance vehicles, if applicable, on specific areas of the property s necessary for the operation and maintenance of the common areas of the subdivision.
25. TRAILER STORAGE No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home or any similar items shall be stored on or at any lot for a period of time in excess of forty-eight (48) hours. Unless the same are housed in a carport or garage, or parked beyond the rear line of the home constructed on subject lot and otherwise screened so that said item cannot be readily seen from any adjoining street or the adjacent and surrounding property.
26. HEATING/AIR CONDITIONER UNITS PLACEMENT No wall or window air-conditioner units nor solar collectors shall be permitted if visible from the street.
27. COMMUNICATION AND TRANSMISSION FACILITIES: No satellite antenna disk or communication transmission or reception towers or other similar facilities shall be erected or placed on any lot without the prior written approval of the Architectural Review Committee. The diameter of any satellite dish, the other dimensions and the location of any such facilities shall be as determined by the Architectural Review Committee.
28. SHINGLES All building shall have architectural shingles with a minimum life time 15 year warranty.
29. LANDSCAPING TREES Two nuttal oak trees shall be planted on each lot within ten feet of the front property line (Or on both the front and side lot lie of a corner lot).