

**DECLARATION OF RESTRICTIONS
FOR : LEE PIKE ESTATES**

Declarant is the developer and owner of lots in that certain real property located in the County of Hamilton State of Tennessee known as "Lee Pike Estates" and intends to sell the above described property restricting all lots in accordance with the common plan designed to preserve the value, residential and rustic qualities of said land, for the benefit of its future owners,

Declarant declares that said real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of said property and of each and every person or entity who now or in the future owns any portion, or portions of said real property.

General Conditions and Restrictions.

A. All plans, including site plans, must be approved in writing by the architectural committee, presently consisting of Wayne Mathis and Ed Grandfield, prior to commencement of construction until such time as 75% or more of the lots have been sold and there has been formed an association of property owners, after which time this association shall perform this duty.

B. Size and design:

1. Each dwelling constructed shall have fully enclosed floor area (exclusive of roofed or unroofed porches, terraces, garages, carports or other outbuildings) not less than 1200 square feet for a one story dwelling or less than 1800 square feet for a dwelling more than one story, 900 square feet of which must be on ground floor. This, however is not intended to preclude construction, to the rear of the main dwelling, of guest houses, garden houses, or storage buildings. All buildings shall be of good quality, constructed of wood, stone, brick, or stucco siding, or of material approved of the architectural committee.

2. All buildings shall be custom built, non-modular construction. Roof pitch shall be no less than 5/12. It is highly recommended that non-flammable tile, flat, ribbed metal, or fiberglass shingles be used as roofing materials.

3. Each residence shall have a garage for two (2) or more vehicles, but not more than four (4) and shall have interior walls and ceiling sheet-rocked, with overhead garage door installed.

4. All concrete block which is above ground shall be covered with approved veneer.

5. All private driveways must be of asphalt with proper rock base, or concrete base. Exposed pea gravel, stone brick pavers, etc. set in concrete are acceptable.

C. Accessory Outbuildings:

1. No accessory outbuildings (e.g. garages, garden, or storage buildings) shall be erected on any lot or parcel prior to the erection thereon of a dwelling for temporary living quarters.

2. Any pool construction and pool house must be approved by the architectural committee.

Page 2 of 3
BOOK 4515 PAGE 344

D. Completion of Construction: Construction of any improvement, once commenced, shall be pursued diligently to completion. Improvements not so completed or upon which construction has ceased for 90 consecutive days or which have been partially or totally destroyed and not rebuilt within a reasonable period shall be deemed nuisances. Declarant or a majority of the lot owners may remove any such nuisance or repair or complete the same at the cost of the owner. Every effort shall be made to complete construction of any building within six months of start of construction, weather conditions permitting.

E. Maintenance of Lots: All Lots whether occupied or unoccupied, and any improvements placed thereon shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health.

F. Signs: Except for the original developer, no billboards or other advertising shall be erected or placed upon a Lot in said Development, except for one professional sign of not more than 4 square feet advertising the property for sale or lease.

G. Garbage and refuse disposal: No owner shall burn trash, garbage or other like household refuse, nor shall any owner accumulate on his lot inoperable or dismantled vehicles or vehicles not in use, or litter, refuse, or garbage except in receptacles designed for such purpose.

H. Nuisances: No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

I. Livestock: No commercial operation of animals, livestock, or poultry of any kind is permitted on any lot. Dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for commercial purpose, and shall be limited in number and controlled so as to not be a nuisance to the neighborhood.

J. Tree Removal - Fires:

1. Except to the extent reasonable necessary for the construction, reconstruction or alteration of any improvement, and no change shall be made in the natural or existing drainage for surface waters upon any lot that could create erosion or slide problems. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of a lot. Tree removal shall be done within reasonable limits to provide area for construction of home and related buildings. In no case shall any lot be stripped of all trees. Homeowners shall be encouraged to remove brush from close environs of home and related buildings to aid in fire protection.

2. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles and such other fires as may from time to time be permitted by applicable authorities to burn leaves and brush.

K. Fencing: Any fencing placed upon any lot shall conform with the county requirements, not exceed six feet in height and be constructed and maintained of material not unsightly to the neighborhood.

L. The restrictions herein created and established for the benefit of said Development may be waived, terminated, modified, or altered as to the whole of said Development or any portion thereof with the written consent of the Developer until such time as more than 75% of the Lots in the Development have been sold, and an Association of property owners has been formed, at which time this responsibility shall be assumed by said Association.

M. The Restrictions, Covenants and Conditions herein established are to run with the title to the land, to be binding upon and inure to the benefit of the undersigned Developer and the Owners of each and all of the Lots in the Development. At such time as 75% of all Lots in said Development have been sold, and an Association of property owners formed, said association shall assume responsibility for any and all restrictions placed on property within this Development. The waiving, alteration, abandonment or invalidation of any of the restrictions herein contained shall in no wise affect any other provisions, which shall remain in full force and effect.

06/13/95 ENFORCEMENT MISC

12.00

**12.00 A

Declarant and each person to whose benefit this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of this Declaration, and the court in such action may award the successful party reasonable expense in prosecuting such action, including attorney's fees.

Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this agreement of the day and year first written.

266360

PAMULA BURST
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

'95 JUN 13 PM 2 23

BY: *[Signature]*

DEPUTY

RECPT. #

170361

Wayne L. Mathis
Wayne Mathis

Ed Grandfield

Ed Grandfield



✓
witnessed and notarized this 12th day of June 1995.

Jack E. [Signature]
NOTARY PUBLIC ✓

Prepared by Wayne L. Mathis for
Leo Pita Estates

Wayne L. Mathis

PO Box 69

Saddy Dairy, Tenn 37379

Prepared by
Ed Grandfield

RE: Restrictions in book 4515 page 343 for Lee Pike
subdivision book 58 page 190 in the Register's office
Hamilton Co. Tennessee

**Amendment No. One of the Declaration of Restrictions
For Lee Pike Estates which is known as
Magnolia Place**

The following changes have been made to improve the quality of the subdivision.
All restrictions shall remain the same except for the following amendments.
All approvals mentioned are to be made by the architectural committee.

B. Size and design

1. All dwellings shall have not less than 1200 square feet on the ground floor including those with more than one story.

B.

3. All garages that the interior can be viewed from the street are to have "all" walls and ceiling sheet rocked.

B.

4. All concrete block shall be covered with approved veneer such or rock, brick. This covering may be excluded on the rear of dwellings that the rear is not exposed to the street or another dwelling those areas may be stucco.

D. Completion of Construction : Construction must begin with in one year of purchase unless other arrangements have been approved in writing, such as multiple purchases.

K. Fencing: Fencing is permitted in the rear yard only from the rear of the house, not to exceed five foot in height of approved wood material.

H: Nuisances: All Recreation vehicles, boats, trailer, duel wheel trucks shall be parked in the rear of the house. Cars can only park in the street periodically.

Wayne L. Mathis

Ed Grandfield