

This instrument prepared by:  
Thomas M. Long Jr.  
Whitwell, TN 37397

## DECLARATION OF RESTRICTIONS

### CEDAR HEIGHTS SUBDIVISION

#### SECTION 4

1. **LAND USE AND BUILDING TYPE:** No tract of land shall be used except for residential purposes only; with the exception of Lot 13 which will be allowed to construct a commercial garage with the basic structure style as the dwelling of Lot 14. Said building to be screened from view by evergreen trees. No building shall be erected, altered, placed or permitted to remain on any tract other than a single-family dwelling.

2. **SUBDIVISION OF TRACTS:** The owner reserves the right to alter, change, divide or subdivide any tract within said subdivision as it, in its sole discretion, may desire; provided, however, that no re-subdivided tract shall have an area of less than one acre.

3. **MINIMUM DWELLING SIZE:** All dwellings constructed shall have a minimum heat area of 1248 sq. ft., excluding garages, porches, breezeways, and basements. Split level, split foyer, one and one half-story, and two story houses shall have no less than 900 sq. ft. in the main ground floor area. Finished basements may not be used to compute minimum square footage requirements of any dwelling.

4. No manufactured home of any description shall be allowed on any lot.

5. **BUILDING LOCATION:** Building shall not be located on any tract nearer to the front line than 50 ft., or nearer to the rear or side lines than 20 feet.

6. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence either temporarily or permanently.

7. **OUTBUILDINGS:** All structures shall have a minimum of 144 sq. ft. and in the same workmanlike manner as the main structure of the dwelling. The outside of such outbuilding must be finished to match the exterior of the main structure of the residence and must be behind back line of dwelling.

8. **DRIVEWAYS:** All driveways from the street to house that are not concrete or hot mix asphalt shall be designed and maintained to where there will be no washing of dirt, mud, stone or other debris onto Deer Trail.

9. **VEHICLES:** No abandoned, disabled, dismantled, or partially dismantled vehicles are to be parked on streets or on any tract in the subdivision.

10. **GARBAGE AND REFUSE DISPOSAL:** No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any tract, except for dogs, cats, or other household pets, or a maximum of 1 horse may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. **DAMAGES:** Any damage done to the street by the owner of any tract will be repaired immediately at the expense of the owner or contractor.

13. **ALL STRUCTURES** must be completely finished on the exterior before being occupied.

14. **NUISANCES:** No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Burned buildings not repaired or removed within 90 days shall be considered nuisances per se.

15. **SEWAGE:** Before any residence shall be occupied, the residence shall be connected to a public sewer or shall be provided with a private septic tank sewage disposal system that shall be constructed and maintained in accordance with the sanitation code and specifications prescribed by the Marion County Health Department.

16. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. the easement area of each tract and all improvements in it shall be improvements for which a public authority or utility company is responsible.

17. **WAIVER OF MINOR VIOLATIONS:** In the event there should be a violation of any of the foregoing conditions and restrictions, which is by its nature of minor importance relative to the general subdivision plan, as set out on the plat of records and as contained in these restrictions. The undersigned hereby reserves the right to waive such minor violations by duly executed and recorded instrument.

18. **ENFORCEMENT:** In the event any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of the violation shall be subject and liable at the suit of any interested owner or holder of any group of owners or holders and any tract or tracts, or of the then constituted public authorities, to be enjoined by proper process from such violation and shall be liable for the payment of injunctive proceedings which costs and attorney fees are prescribed and liquidated damages.

19. **SEVERABILITY:** Invalidation of any one or more of the covenants by judgments of a court shall in no manner affect any of the other provisions, which shall remain in full force and effect.