

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR CEDAR RIDGE SUBDIVISION

112 - 1102

WHEREAS, Billy G. Garrett and wife, Donna Garrett, (hereinafter "**Developer**") are the owners of Lots 1, 2, 7, 8, 9 and 10 of **Cedar Ridge Subdivision**, a plat of which appears of record at Plat Book 10, page 90, Register's Office, Cumberland County, Tennessee; and,

WHEREAS, Developer desires to impose certain restrictive covenants and reservations on the lots in the development for the benefit and protection of owners of lots and to insure the future value and attractiveness of the lots in the development; and,

WHEREAS, these restrictive covenants and reservations shall be made a matter of public record and the property in said development shall be conveyed subject to such restrictions and reservations.

NOW, THEREFORE, in consideration of the premises, Developer imposes upon **Cedar Ridge Subdivision** the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land, to-wit:

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PROTECTIVE COVENANTS

1. **Application.** These Protective Covenants shall apply to all lots in Cedar Ridge Subdivision, as shown on plat of record in the Register's Office, Cumberland County, Tennessee.

2. **Single Family Dwellings Only.** All lots shall be used and occupied solely and exclusively for private residence purposes by a single family. Only one (1) single family dwelling shall be erected on each lot. Each dwelling shall contain not less than 2,000 square feet of heated and enclosed first floor space, exclusive of basements, second floors, porches, enclosed garages, terraces, and patios. The roof of the main part

This instrument prepared by:
LOONEY & LOONEY, ATTYS. (C-2)
Crossville, Tennessee 38555

BK 1022 PG 1123

of the dwelling shall have at least a 6/12 pitch, and shall not be in one straight line.

Garages shall be enclosed and open carports are prohibited. In addition to the dwelling, one (1) detached garage may be constructed on each lot, provided, however, any such detached garage shall be built of the same or substantially similar material as that of the dwelling. A detached garage may be built contemporaneously with or after construction of the dwelling house but not before. The exterior of any residential dwelling or detached garage shall be brick or stucco or a combination thereof.

3. **Architectural Control Committee.** When the Architectural Control Committee, hereinafter referred to as A.C.C., is referred to in these Protective Covenants, it shall mean the Developer or the Architectural Control Committee appointed by the Developer as provided in Paragraph 4, infra.

4. **Authority of Architectural Control Committee.** For the purpose of maintaining or enhancing property values, and to promote continuity and uniformity in the construction of permanent residential dwellings, an Architectural Control Committee shall be established and maintained. The Architectural Control Committee (A.C.C.) shall be composed of not less than one (1) nor more than three (3) representatives appointed by and serving at the pleasure of the Developer, or its successors in interest. Developer may act solely as the A.C.C. without the appointment of any other person. Otherwise, upon Developer's appointment, a majority of the membership of the A.C.C., shall be required in order to adopt or promulgate any rules or regulations, or to make any findings, determinations, rulings or orders, or to issue any permit, authorization or approval pursuant to directive or authorizations by the A.C.C. The A.C.C may promulgate rules governing the form and contents of plans to be submitted for approval or requiring specific improvements on all lots, and may adopt general statements of policy, all of which may be amended or revoked by the A.C.C. from time to time. The A.C.C. shall also have the authority to appoint committees who shall have such powers and perform such functions as may be designated by the A.C.C. from time to time.

5. **Approval Required by A.C.C.** No building, fence, wall, improvements, or other structure associated with the construction of permanent residential dwellings or any detached garages, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the A.C.C. In the event the A.C.C., or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

6. **Release and Disclaimer of A.C.C.** Neither the A.C.C., nor its designated committees, nor Developer, nor any agent or employee of the foregoing, shall be responsible in any way for any failure of the structures to comply with the requirements of this Declaration or any applicable state or local building codes, although a certificate of compliance has been issued, any defects in any plans and specifications submitted, revised or approved in accordance with the forgoing provisions, nor for any structural or other defects in any work done according to such plans and specifications and all persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this paragraph for any cause arising out of the matters referred to in this Declaration, and further agree to and do hereby release said entities and persons referred to in this paragraph for any cause arising out of the matters referred to in this Declaration, and further agree to and do hereby release said entities and persons for any and every such cause.

7. **Approval of Building Plans.** No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed or placed upon said premises, unless or until the size, location, type, style, architecture, use, the materials of

construction thereof, and the color scheme therefor, the grading plan of the lot, including the grade elevation of said dwellings, the plot plan showing the proposed location of said dwelling upon said premise and the plans, specification and details of said dwellings shall have been approved in writing by the A.C.C., its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with the A.C.C., and no dwelling, except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or allowed to remain upon said premises.

8. **Set Back Lines.** No dwelling shall be erected, reconstructed, placed or allowed to remain upon said premises, nearer the front or street line or lines than the building set-back lines, or lines shown upon the Plat of said subdivision. This restriction as to the distance at which said dwelling house shall be placed from the front, side and rear lines of said premises, shall apply to and include porches, verandas, portes cochere, and other similar projections of said dwelling. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded Plat of the subdivision, but only with the written consent of the A.C.C. The A.C.C. may require dwellings to be erected farther from the street than the building set-back line or lines shown on the recorded plat.

9. **Approval of Improvements Other Than Dwelling.** No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed, or allowed to remain upon said premises, except for the exclusive use of the family occupying said dwelling, nor unless such garage be made an integral part of said dwelling, or if detached, until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications and details of said garage including the driveway approach, and the garage entrance shall have been first approved in writing by the A.C.C., and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with the A.C.C., and no garage except as conforms to said plans,

specifications and details shall be erected, reconstructed, placed or allowed to remain upon said premises. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling. Except for one detached garage, no other type of detached structure shall be erected, reconstructed, placed or allowed to remain upon said premises. No radio or television antennas or satellite "dishes" shall be erected, reconstructed, placed or allowed to remain on said premises without the written consent of the Developer and the A.C.C.

10. **Driveways.** The location of any and all driveways shall be determined by the A.C.C. in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated, or allowed to remain upon said premises except as determined in writing by the A.C.C. Complete specifications for construction of driveways shall be submitted to the A.C.C. and its approval thereof endorsed thereon in writing. the driveway to each residence shall be hard surfaced with asphalt or concrete.

11. **Lawn Areas.** No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the Plat of said subdivision shall be used for any purpose other than that of a lawn; nothing herein contained however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees, or shrubbery, the growing of flower or ornamental plants, or statutory fountains, and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be permitted to grown or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Within six (6) months after a residence has been completed and occupied on any lot in the subdivision, the front yard of said lot shall be sodded from the front of the single family residence to the curb line in the case of

interior lots. In the case of corner lots, the front yard shall be sodded from the front family residence to the curb line and the side yard facing the dedicated street shall be sodded from the single family residence to the curb line. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or allowed to remain upon said premises until the written consent of the A.C.C. shall having been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and general conditions pertaining thereto that said consent may name.

12. **Set Back Line Variances.** In connection with the provisions set out in Paragraph 8 above, it is hereby provided that if, in the opinion of the A.C.C., by reason of the shape, dimensions, or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason, satisfactory to it the enforcement of the provisions of said paragraph would work a hardship, the A.C.C. may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

13. **Exterior Completion.** Following the commencement of any structure on the lot, whether it be a primary residence or otherwise, the exterior of said structure shall be completely finished within six (6) months from the date of such commencement of construction.

14. **Interior Completion.** The interior of any structure being constructed on any lot shall be completely finished within twelve (12) months following the commencement of construction.

15. **Compliance – Inspection and Enforcement.** The owner or his contractor or builder will submit all structures under construction to inspection by the A.C.C. as required to determine compliance with completion dates as herein provided, or as may be provided by the A.C.C. In the event of non-compliance with completion dates herein provided, the A.C.C. shall have the right, but not the obligation, to hire a contractor and/or contractors to perform the work and furnish the materials necessary for

compliance, and the particular party acting shall bill the owner for the amount expended, plus twelve (12%) percent for administration. In the event the owner does not pay the same, the A.C.C. shall have the legal right to file a lien against the property involved and proceed to collect same in accordance with the provisions of Tennessee law applicable to the non-judicial foreclosure of deeds of trust, or to proceed in law or equity to sell the property to obtain said charges as may be allowed by law. All money received over and above said charges and Court costs shall be paid to the owner.

16. **Private Sewage Systems.** No privately owned sewage system shall be permitted upon any lot, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department, and approved by the A.C.C., in writing.

17. **Sewer Taps.** No sewer tap will be permitted until the A.C.C. approves the type, size, and capabilities of the discharge pump being used. Specifications for the correct pump can be obtained from the A.C.C.

18. **Underground Utilities.** All electrical, telephone and cable service to the homes shall be underground from the main supply lines.

19. **Public Utility Grants.** Developer reserves the exclusive right to grant consent for the construction, operation and maintenance of electric lights, telephone, telegraph, and cable television poles, lines, and conduits, and for water, gas, sewer and pipes and conduits or any other public utilities facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

20. **Reservation of Easements.** Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of each lot, as shown on the plat of the subdivision, designated as "Utility Easements". Developer further reserves easements ten (10) feet in width, left, right and parallel to all lot lines for the installation of utilities and drains and the maintenance

thereof. Such easements shall, however, be 30 feet in width along the front property line of any lot. Developer, for itself, its successors, assigns and licensees, also reserves the right to install and operate electric, cable television, and telephone poles, and appurtenances thereto; gas and water main and appurtenances thereto; sewer lines, culverts, drainage ditches, reserving also the right to ingress and egress to such areas for the purpose of installing, operating and maintaining any of the above mentioned installations. Developer, for itself, its successors, assigns and licensees, also reserves the right to locate and install drains where it deems necessary and to cause or permit drainage of surface waters over and/or through said lots. The owner of such lot shall have no cause of action against Developer, its successors, assigns, or licensees, either at law or in equity, except in cases of willful negligence, by reason of any damage caused to said land in installing, operating and maintaining the above-mentioned installations. It is further provided, however, that in the event any lot or parcels thereof are subdivided to form larger lots as hereinbelow provided, the reservation of these easements shall automatically be relocated from the existing lot line to the lot line formed as a result of the resubdivision, and in that event, written approval from the A.C.C. will be required in order to relocate such easements.

21. **Prohibited Uses or Practices.** No industry business or trade, occupation or profession of any kind, shall be conducted, maintained or permitted upon said premises. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or allowed to remain upon said premises (except wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing). Nor shall the premises be used in any way or for any purpose, which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No advertising sign, billboard or other advertising devise shall be erected, placed or allowed to remain upon said premises nor be visible from the outside of said dwelling without the consent of Developer first

having been obtained. A standard real estate sign not exceeding six (6) square feet in area on a side and advertising the lot or dwelling "For Sale" or "For Rent" shall, however, be permitted. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon.

22. **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and provided further, they are kept in such way as not to violate any law or local ordinance or constitute a nuisance.

23. **Parking Restrictions.** No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks (except pick-up trucks not exceeding one (1) ton, and window and panel vans not exceeding one (1) ton, so called) shall be parked, stored or suffered to remain upon said premises or in the streets within the subdivision, unless parked or stored within a garage on said premises out of view.

24. **Clothes Lines Prohibited.** No clothes lines, clothes, sheets, blanket, or other articles shall be hung out or exposed on any part of said premises.

25. **Mailboxes.** All dwellings shall be equipped with a mailbox approved by the United States Postal Service.

26. **Above Ground Swimming Pools.** No above ground swimming pools shall be constructed, reconstructed, or allowed upon said premises.

27. **Grades and Slopes.** Developer reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any dwelling shall hereafter be erected or placed hereon, so that the same may conform to a general plan. Furthermore, each building or dwelling on any lot in the subdivision shall comply with the site grading plan prescribed by the A.C.C.

28. **Garbage.** All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in under-ground containers or stored and maintained in containers entirely within the garage, basement, or in the rear or at the side of the

dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the dwelling, except the scheduled time for garbage pick up. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by Developer.

29. **Developer's Right to Abate or Remove Violations.** Developer reserves and is hereby granted the right in case of any violation or breach of any or the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing, or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement, or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreement, covenants and conditions contained herein shall in no event be construed taken or held to be a waiver therefor or acquiescence in or consent to a continuing, further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same. Developer's rights hereunder are freely assignable to the A.C.C.

30. **Right to Re-Subdivide Restricted.** No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer and the A.C.C.

31. **Unapproved Variances Prohibited.** In all instances where plans and specifications are required to be submitted to and are approved by Developer or the A.C.C., if subsequent thereto there shall be any variance in the actual construction and location of any alternation or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions, unless resubmitted and approved.

32. **Developer Approvals.** Whenever any of the foregoing covenants, restrictions, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other such action shall be valid if accomplished by Developer, or its successors or assigns, or by any other person authorized, in writing, to sign deeds on behalf of Developer.

33. **Acceptance and Enforcement of this Declaration.** Each grantee of Developer, by the acceptance of a deed of conveyance, accepts the same, subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developer, created or reserved by this Declaration of Restrictions or by Plat or Deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developer, or its successors or assigns, or the Association, the right (a) to enter upon the land upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

34. **Captions.** The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration.

35. **Invalidity of Any Part.** If any covenant or condition or restriction hereinabove contained, or any portion thereof, is determined to be invalid such invalidity shall in no way affect any other covenant, condition, or restriction.

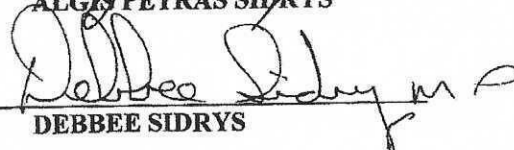
Algis Petras Sidrys and wife, Debbie Sidrys, are the owners of Lots 3, 4, 5 and 6, of Cedar Ridge Subdivision by virtue of deeds recorded in the Register's Office, Cumberland County, Tennessee, in Deed Book 510, page 392, and Deed Book 530, page 257. By virtue of their ownership, it is their desire, and by these presents, for consideration received, do hereby join in the execution of this Declaration for the express purpose of: (1) agreeing that their four (4) lots in Cedar Ridge Subdivision, are hereby made subject to all of the conditions, restrictions and easements hereinabove set out, and (2) agreeing that the remaining lots in said subdivision owned by Developer will be subject to the Declaration as herein set out thereby establishing a uniform plan of development in full accordance with the Declaration. Said lot owners do hereby bind their heirs, successors and assigns, to this Declaration and declare that the conditions, restrictions and easements herein set out shall be covenants running with the land.

EXECUTED on this 18th day of September, 1998.


BILLY G. GARRETT


DONNA L. GARRETT


ALGIS PETRAS SIDRYS


DEBBEE SIDRYS

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Billy G. Garrett and wife, Donna L. Garrett**, the within named bargainors with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as their free act and deed for the purposes therein contained.



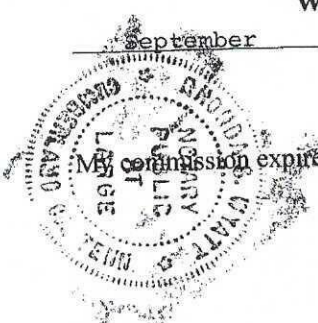
WITNESS my hand and signature on this 18th day of September, 1998.

Rhonda A. Wyatt
NOTARY PUBLIC

My commission expires: 1/27/2002

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Algis Petras Sidrys and wife, Debbee Sidrys**, the within named bargainors with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as their free act and deed for the purposes therein contained.



WITNESS my hand and signature on this 18th day of September, 1998.

Rhonda A. Wyatt
NOTARY PUBLIC

My commission expires: 1/27/2002

State of Tennessee, County of CUMBERLAND
Received for record the 21 day of
SEPTEMBER 1998 at 2:52 PM. (RECN 201570)
Recorded in official records GENERAL IN
Book 1022 pages 1123-1135
Notebook 11 Page 91
State Tax \$.00 Clerks Fee \$.00,
Recordings \$ 54.00, Total \$ 54.00,
Register of Deeds JUDY GRAHAM SWALLOW
Deputy Register ADRIA C. GOSS

BK 1022 PG 1135