

*Baron W. Walls*, Register

DECLARATION OF RESTRICTIONS

WHEREAS, William A. Turnbull and wife, Geneva Turnbull, have caused to be subdivided a tract of land located in the First, formerly the Sixth, Civil District of Anderson County, Tennessee, which tract was conveyed to William A. Turnbull by deed of Edward M. Underwood, et ux, recorded in Book of Deeds "N", Vol. 5, page 279, Register's records of Anderson County, Tennessee, and by deed of W. C. Underwood, et ux, recorded in Book of Deeds "N", Vol. 5, page 281, Register's records of Anderson County, Tennessee.

WHEREAS, said subdivision is known as Westbury Heights, the map of which is recorded in the Register's office of Anderson County, Tennessee, in Plat Book 4, page 65.

WHEREAS, it is now desired for the benefit and protection of purchasers of lots in this subdivision and in order to establish a sound value for these lots to record these building restrictions so that they may be of public record.

NOW, THEREFORE, in consideration of the premises, the said William A. Turnbull and wife, Geneva Turnbull, bind themselves their heirs and assigns to impose, and they hereby impose the following covenants that run with the land on the lots in said subdivision as shown on said map, said covenants are as follows:

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 1990 at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
2. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damage or other dues for such violation.
3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. The property above described shall be used for residential purposes only and no building other than residences except private garages and outbuildings for domestic purposes shall be erected on said premises.
5. Only one residence shall be erected on any one residential lot as shown on said map and no residence shall be erected nearer than 35 feet to the front line of each lot. No residence shall be erected within 25 feet of a side street; residence erected on corner lots must be built on a diagonal in order that the back of each residence shall not face the side of a residence in the rear thereof. No garage or other outbuilding shall be erected nearer than 12 feet of a boundary line of a lot owned by another, but these restrictions shall not apply to pergolas, arbors, or open garden structures for ornamental purposes.
6. No noxious or offensive trade or activity shall be carried on upon any lot as shown on said map, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No signs of any kind or character shall be exhibited or displayed on any residential lot.
7. No trailer, basement, tent, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No dwelling containing less than

1000 square feet of floor area for a 1 story dwelling or 900 square feet of floor area for a 1½ or 2 story dwelling in the main structure exclusive of garages and porches, be erected. All dwellings shall have a solid foundation of brick, concrete block or stone and all buildings whether frame or accessory, shall conform in workmanship and materials to standard building practice for the State of Tennessee, and shall meet the minimum requirements of the Federal Housing Authority. No T.V.A. or Oak Ridge prefabricated dwellings shall be located on any of said lots.

8. The installation of sewage disposal shall conform to the requirements of the Anderson County Health Department and be approved by it. No outside toilets are permitted.

9. A perpetual easement is reserved for installation and maintenance of utilities.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential 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.

11. No lot 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 material shall be kept in a clean and sanitary condition.

IN WITNESS WHEREOF, the said William A. Turnbull and wife, Geneva Turnbull, have executed this instrument, this the 20th day of August, 1956.

*William A. Turnbull*  
*Geneva Turnbull*

STATE OF TENNESSEE

ANDERSON COUNTY

Personally appeared before me, Hazel Carden, a Notary Public in and for said County, the within named bargainors William A. Turnbull and wife, Geneva Turnbull with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this the 20th day of August, 1956.

*Hazel Carden*  
Notary Public

My commission expires Jan. 18, 1958.