

RESTRICTIONS – 38 Acres

The property described herein (hereinafter the “Farm” and sometimes referred to as the “Property” or “Lot”) is conveyed subject to the following restrictions:

The following protective covenants and restrictions shall run with the land until January 1, 2045. These covenants may be legally enforced (at law or in equity) by (1) New Homes Construction, Inc. (“Developer”) (2) Walt Dickson (“Seller”). Grantees, for themselves, their heirs, successors, and assigns, by acceptance of this conveyance of the Farm, agree to be bound by the covenants herein contained.

1. The Farm shall be for single family homes with customary outbuildings and/or agricultural use. Up to 3 homes can be built.
2. No structure may be used for business or commercial enterprise, except for the production and sale of agricultural farm products, value-added farm products and nursery stock. Home based internet businesses are permissible.
3. Property Setbacks: Front- 450’ (Behind Creek), Sides & Back- 50’
4. Mobile homes are prohibited.
5. All outbuildings, barns, and garages must be placed next to or behind the residence, unless specifically approved by the Developer.
6. Chain link fences are prohibited.
7. All streams and/or creeks located on the property must remain free flowing and cannot be diverted and/or dammed to a pond.
8. Clear cutting of timber is prohibited. Cutting of any timber within 150’ of the ridgetop is prohibited.
9. No incomplete or junk type structures shall be permitted on the Farm, and no temporary house, shack, tent, campers, sheds, or recreational vehicle shall be used as a permanent dwelling. Temporary camping on a property is permitted prior to home construction for vacation purposes.
10. Any existing fence located on the Property line shall be the shared responsibility of adjacent Lot owners on either side of fence. Grantee hereby waives contribution toward a line or boundary fence from Seller.
11. Gun sighting, skeet shooting, sporting clay shooting, and other firearm target practice use is permitted. No public, private, or commercial courses, gun ranges or facilities of this type shall be permitted.
12. Grantee shall comply with zoning and land use regulations of Roane County and the State of Tennessee.
13. If any restriction, or part of any restriction, shall be declared invalid, illegal, unenforceable, or unconstitutional by any federal or state court, or by any government agency or body, or any other manner, all other restrictions shall remain in full force and effect.
14. Where there is a conflict between these Deed Restrictions and any Zoning Ordinance, the stricter requirement shall control.
15. Any or all the rights and powers, titles, easements, and estates reserved or given to Developer in this Declaration may be assigned to any individual or entity provided that such assignee agrees to assume said powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Developer and Developer shall thereupon be released there from.