

RIDGE CREEK FARMS RESTICTIONS – Phase III



Each deed of conveyance shall contain restrictions substantially as follows:

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”) (3) any owner of any part of the land previously conveyed by deeds recorded in Book 1170 Page 561, Book K22 Page 638, and/or Book E20 Page 54, in the Roane County Register’s office, being part of “Ridge Creek Farms”. Other properties within Ridge Creek Farms may also be referred to herein as “Farm(s)”, “Lot(s)” or “Properties”. 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 residential use with customary outbuildings and/or agricultural use.
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. The Farm may not be further subdivided.
4. Before commencement of construction of any house, outbuildings, barns, fences, driveways, or other structures thereon, the plans and placement must be approved by Developer. All structure plans, placement map, exterior material list, color list and landscape plan shall be delivered to New Homes Construction, 1019 Ummer Wood Road, Knoxville, TN 37923. Attn: Ridge Creek Farms, at least thirty (30) days prior to commencement of construction. Developer shall have thirty (30) days to review such plans. Developer may make additional requirements or conditions prior to its approval.
5. Building Requirements:
 - a. All residences shall contain a minimum of 1,200 square feet of indoor heated area, excluding porches and garages. Concrete block homes are prohibited.
 - b. All residences must have a permanent concrete foundation.
 - c. Property Setbacks: **FRONT: 350’ SIDES: 50’ REAR 50’**
 - d. The exterior of residences shall be of rustic wood, frame, brick veneer, HardiePlank, vinyl or any other approved siding. No exposed concrete block is allowed except for the foundation. No LP siding is permitted.
 - e. Mobile homes are prohibited.
 - f. All structures must have a minimum of 5: 12 roof pitch.
 - g. All structures erected shall be completed within two (2) years from the date of commencement of construction.
 - h. All outbuilding placement and plans must be approved by the developer prior to commencement of construction and must adhere to the setbacks listed in #5 - c. Outbuildings shall be metal, siding or barn lumber painted or stained to match the residence.
 - i. All outbuildings, barns, and garages must be placed next to or behind the residence, unless specifically approved by the Developer.
 - j. All fence material and placement must be approved by Developer prior to installation. Chain Link fences are prohibited. Fencing in front of the residence shall be new post and wire, barn lumber, which is painted or stained, or other attractive approved fencing.
 - k. Exterior lighting cannot be a nuisance or blinding to nearby neighbors.
 - l. Propane tanks must be concealed from view by ornamental landscaping, approved fencing or by underground burial.
6. Before placement or occupancy of any residence, a sewage disposal system shall be installed in conformity with the minimum standards of the Roane County Board of Health. In addition, the disposal system must be maintained in accordance with the standards of said Board of Health.
7. Any blue line stream/creek located on the property must remain free flowing and cannot be diverted and/or dammed to 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. Any camper, RV or tent shall not be visible from the road and setbacks must be observed.
10. Any motorized vehicles left unattended or without current license plates and registration for more than 30 days shall be removed from the Property at the owner's expense. No junk or non-operative vehicles shall be kept on the Property. All recreational vehicles, boats, tractors, and similar vehicles shall be kept behind the residence when not in use or stored in a garage/barn. No recreational vehicles can be used at a residence at any time.
11. No accumulation of discarded personal effects, debris, waste, garbage or other unsightly objects or matter shall be permitted.
12. Animals: Any type of farm animal is permitted to be raised and kept. Animals may not become a nuisance to neighbors due to noise and/or odor. All barns built to contain animals must be approved by Developer.
 - a. Each landowner is responsible for keeping their livestock and animals on their own property.
 - b. Chickens, guineas, and other fowl are permitted with proper fencing to contain them.
 - c. Household pets may be kept provided they are not kept, tied, or maintained for commercial purposes.
13. 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.
14. Signs placed on the Property shall not be larger than 4'x4' and are permitted for farm names or advertising agricultural products and must be approved by Developer. No other signs of any character shall be displayed or placed upon the Property except those advertising the Property for sale and those used by a builder to advertise the Property during construction sales period.
15. The Farm, at owner's sole cost and expense, shall always be kept in a neat, attractive, healthful and sanitary condition, and the owner or occupant shall keep all weeds and grass thereon (outside of natural vegetation areas) cut no less than twice annually and shall in no event use the Farm for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. To uphold the appearance of the community, Developer reserves the right, but shall not be obligated, to mow and/or harvest hay from any Lot(s) not maintained by lot owner at the lot owner's expense. Developer, or its contractors, shall have access to any Lot for said maintenance purposes during the time in which Developer is marketing lots.
16. No Lot shall be used for ingress and egress to any properties not part of Ridge Creek Farms. Developer hereby reserves the right to use any Lot prior to being sold to a third party for ingress and egress to any other adjoining property. The roadways and rights-of-ways constructed throughout Ridge Creek Farms are for the common use of Developer, Seller Lot owners, and their respective heirs, successors, assigns and guests.
17.
 - a. Hunting is permitted on the Property; however, Tennessee wildlife rules and regulations must always be obeyed.
 - b. Gun sighting, skeet shooting, sporting clay shooting, and other firearm target practice use is permitted for Lot owners. No public, private, or commercial courses, gun ranges or facilities of this type shall be permitted.
18. These covenants and restrictions shall apply only to the Property herein conveyed and shall not be construed as creating any requirement to restrict any of the remaining property located within the original tract of which this Property is a part. Developer reserves the right to grant variances to these restrictions.
19. Grantee shall comply with zoning and land use regulations of Roane County and the State of Tennessee.
20. 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.
21. Where there is a conflict between these Deed Restrictions and any Zoning Ordinance, the stricter requirement shall control.
22. 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.