

This Instrument Prepared By:
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206 Princeton Road, Suite 25
Johnson City, TN 37601

**RESTRICTIONS AND RESERVATIONS FOR
THE FARM SUBDIVISION, PHASE I**

The undersigned, being the owner of all of the land embraced in THE FARM SUBDIVISION, PHASE I, of which is shown on map or plat recorded in Plat Book 54, page 298, in the Register's Office for Sullivan County, Tennessee, does hereby declare that the Protective Covenants, reservations, easements and restrictions hereinafter set out shall be, and the same are, made applicable to said property as follows:

RESERVATIONS AND EASEMENTS

1. Easements for installation and maintenance of all necessary or proper public utilities and drainage facilities are reserved.

2. Easement for natural drainage is reserved as natural drainage courses now exist, and no subsequent purchaser or owner shall obstruct any natural drainage course.

3. No tract of land laid out in The Farm Subdivision, Phase I, shall be used as a street without written consent from the developer.

GENERAL RESTRICTIONS

1. **Use.** The lots within The Farm Subdivision, Phase I, shall be for single family residences only. No residence shall be used for rental purposes or occupied by anyone other than the owner of the lot without the written permission of the developer. No more than one residence shall exist on a single lot. No trailer, tent, shack, barn, temporary building, outbuildings, or guest house shall be erected on any of the lots without the written consent of the developer. Garages may be attached or detached from the residence, must follow a design similar to that of the residence, and shall be used primarily for the storage of automobiles.

2. **Structures-Materials.** Exteriors of any structure including residences, garages, and retaining walls shall not be constructed of concrete blocks, aluminum siding, or cinder blocks. No mobile homes, mobile home kindred, manufactured homes, prefabricated homes or modular homes shall be erected or maintained within the The Farm at Rangewood Subdivision. Driveways shall be constructed of concrete. All electric service drops to any structure are to be underground.

3. **Structure-Size and Shape.** One story residences shall not have less than 1800 square feet of floor area devoted to living purposes, exclusive of open porches and garages. Two stories and one and a half story residences shall have no less than 600 square feet of floor area

with a minimum of 1600 square feet on ground floor devoted to living purposes, exclusive of open porches and garages for a total of no less than 2200 square feet. Finished basement areas do not count as the required footage as stated above. Pre-approved plans with developer before construction.

4. **Structures - Construction.** Materials must be placed upon the lot in which the residence is to be constructed; no material may be placed upon the street without the consent of the developer. No residence may be in any manner occupied until complete and made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations and restrictions herein set forth and a certificate of occupancy granted from Sullivan County.

A. **Building Materials for The Farm Subdivision, Phase I:**

For the front facade, materials shall consist of a combination of brick, laid natural stone, nichiha siding, hardy plank board or fabricated stone, cedar or vinyl shake siding, or synthetic stucco. Sides of the residences shall consist of brick, with any of the other materials listed above being permitted. The rear may consist of any combination of the materials listed above. All houses shall have stone or brick from the foundation up to the window ledge, with other materials being permitted after. The front portion of the roof shall consist of architectural style shingles, with standing seam metal roofs allowed only for accent purposes. The developer may be contacted with any questions pertaining to materials, construction, or anything else.

All construction plans must be approved with the developer before construction begins and certain streets may have different material requirements or ratios of materials.

5. **Construction Clean-Up.** During the course of construction, the jobsite shall be kept neat and orderly, excess material, trash, and debris shall not be allowed to accumulate on the site. Measures must be taken to prevent jobsite debris from relocating to adjoining lots.

6. **Approval of Plans.** For the purpose of insuring that the The Farm at Rangewood Subdivision remains a quality neighborhood, the designer reserves the right to approve the homes and other improvements placed on each lot. To be considered for approval, the homeowner or builder must provide the developer with complete set of architectural plans, site plan showing building setbacks, retaining walls, driveway location, and exterior color scheme.

7. **Subdivision and Addition of Lots.** Each lot as shown on the recorded plat hereinbefore referred to, constitutes a building site and no lot shall be divided into two building sites. No lot shall be subdivided without approval of the developer.

8. **Lines.** Setback lines shall be required by applicable governmental regulation, but, in any event, the front setback shall be a minimum of 15 feet and side yards 7.5 feet.

9. **Other.** Fences should in no way be chain fabric or wire in any configuration, nor may fence posts or rails be of a non-decorative metal or material. Mailboxes shall be of a uniform design with the other adjoining houses.

10. **Nuisances.** Except as stated in the paragraph below, no cattle, swine, goats,

poultry, fowl or any other livestock shall be kept on any lot. No clothesline or drying yards shall be permitted. No weeds, underbrush, or any unsightly growths shall be allowed to remain or permitted to grow and no refuse pile(s) will be allowed. No trash, ashes, or other refuse may be thrown or dumped on any lot (whether vacant or not), street right of way in the subdivision. No thing, substance, material or activity that will emit foul or obnoxious odors shall be allowed or kept upon any lot, nor shall anything, substance, material or activity be allowed or kept upon any lot that will cause any noise that will or might disturb the peace, quiet or comfort of surrounding property. Specifically prohibited, but without limitation thereto, is the keeping of any motor vehicle, including cars, trucks, motorcycles, designed, intended or actually used for the off-road purpose of track racing, dirt bike racing, motor-cross riding, or the like.

This prohibition is not intended to prohibit factory standard on and off road four-wheel drive recreational vehicles. Furthermore, no boat, motor home or camper may be stored on any lot, street, or driveway.

11. **Pets.** Dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. Pets shall not be allowed to roam free but shall be contained either inside the residence or in an outside enclosure approved by the developer.

12. **Water Supply.** No individual water supply systems, including wells, shall be permitted.

A. **Septic Tanks.** All homeowners are responsible for the installation and maintenance of their own septic system.

13. **Remedies for Violations.** A violation or a breach of any of these Reservations and Restrictions by any homeowner, shall result in a verbal warning from the developer. Should the homeowner fail to comply, the homeowner shall be charged with the cost involved to remedy the problem. In no way shall this be deemed a trespass on the property of the homeowner when the selected contractor/person makes the necessary repairs needed to the homeowners lot/home. Should the homeowner fail to pay the charges within 30 days, the developer reserves the right to proceed to a court of law, with such expense as legal fees, removal or repairs, or anything listed upon the Reservations and Restrictions of The Farm Subdivision, Phase I, a lien shall be filed against the homeowner in favor of the developer.

14. **Changes to Restrictive Covenants.** Until all of the lots have been conveyed, the developer reserves the right to amend the restrictive covenants or to waive or modify any restrictions for any lot in the development.

15. **Covenants to Run with the Land.** These restrictions shall be deemed to be covenants running with the land and binding upon the owner, its heirs, successors and assigns.

**WADE HUGHES, Chief Manager
Premier Development, LLC, a Tennessee
Limited Liability Company**

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, the undersigned Notary Public, of the State and County aforesaid, personally appeared **Wade Hughes**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager of Premier Development, LLC, the within named bargainer, a limited liability company, and that he as such officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as such officer.

WITNESS my hand and seal at office in the State and County aforesaid on this the _____ day of December, 2013.

Notary Public

My Commission Expires: _____