

DECLARATION OF RESTRICTIONS

BIRCHWOOD

BY

CHARLES D. PRATHER AND WIFE, MARCIA J. PRATHER

and

JAMES F. HATCHER, JR. AND WIFE, DORIS P. HATCHER

OWNERS

RECORDED

OFFICIAL RECORDS

REGISTER OF DEEDS

SEVIER COUNTY, TENNESSEE

*See Consent to Subdivide Lot Miss 77 page 232*

*See consent to subdivide <sup>sub-</sup> 71-114  
misc 154 page 362*

WHEREAS, Charles D. Prather and wife, Marcia J. Prather and James F. Hatcher, Jr. and wife, Doris P. Hatcher, as developers of Birchwood, located in the Fifth (5th) Civil District, Sevier County, Tennessee desire to place certain covenants and restrictions upon the use of the land shown on the plat and desire that said covenants and restrictions shall run with the title to the lots and parcels which are hereby restricted as follows:

1. All lots or parcels shall be used for single-family residential purposes only and exclusively.

2. No residential structure shall be erected or placed on any building plot with an area of less than one thousand eight hundred (1,800) square feet of living space, exclusive of basement, porches, car ports or garage.

2A. Board and batten or better, except no exposed concrete block. All exterior materials shall equal or exceed FHA standards.

3. The said premises or any building erected thereon shall not at any time be used for the purpose of any trade, business, profession, commercial enterprise or enterprises of any kind for profit.

4. No detached building or out building shall be erected on the premises but shall be attached to the residences only.

5. No building or paving on the premises shall be erected or placed nearer than 15 feet from the back and side boundaries and 30 feet from the front boundary, with the exception of a driveway not to exceed twenty-four (24) feet in width, per lot.

6. No hedge, fence or wall shall extend vertically higher than six (6) feet from the ground and shall be a minimum of two (2) feet from the boundary line.

7. No planting or landscaping shall be placed on the corner line or lines or on intersections in such way and manner as to obscure or obstruct, partially or wholly, the visibility of traffic.

8. No noxious or offensive activity shall be carried on upon any premises, nor shall anything be done thereon to cause embarrassment, annoyance or create a nuisance to a neighborhood or to a neighbor.

8A. All unimproved lots to be mowed at least every six (6) months.

9. No animals or poultry, (other than household pets), will be allowed to exist or be housed temporarily or permanently on the premises.

10. No commercial signs, including "For Rent, For Sale" and other similar signs shall be erected or maintained on any lot with a surface area greater than two (2) square feet.

11. Each lot owner shall provide space for parking two (2) automobiles off the street, prior to the occupancy of any dwelling constructed on said lot.

12. Each lot owner shall provide receptacles for garbage.

13. No structure of temporary character shall be placed upon any lot at any time, provided, however, that this shall not apply to the shelters used by the contractor during the construction of the main building, it being clearly understood that these latter temporary shelters may not at any time be used as residences or permitted to remain on the lot after completion of construction.

14. No trailer, mobile home, modular home or unit, factory built dwelling, tent, barn, tree house or other similar building or structure or any non-drivable or junk vehicle shall be placed on any lot at any time, either temporarily or permanently.

15. No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within the building or buried under the ground.

16. No large tree, measuring 10 inches or more in diameter at a point three (3) feet above the ground level, may be removed unless located within 10 feet of the main dwelling or within 10 feet of the approved site of such building. No trees shall be removed from any lot until the owner is ready to begin construction.

17. No lot shall be subdivided or its boundary lines changed, except with the written consent of the grantors, however any lot or lots in said subdivision may be divided for the purpose of increasing the area of a contiguous lot. The restrictions and covenants herein apply to each building lot created.

18. All covenants, restrictions, and affirmative obligations set forth in this declaration shall run with the land and shall be binding on all parties and persons claiming under them.

19. A church building may be located or erected on any lot or lots in this subdivision with the consent, in writing, of 51% of the respective owners of lots in this subdivision.

20. No residence shall be occupied by more than one (1) family.

21. In the interest of public health and sanitation, and in order

that the land and all other lands in this same locality may be benefited by a decrease in the hazard of stream and air pollution, no lot shall be used for any purpose that would result in the draining or dumping into any stream, any refuse, sewage, or other material which might tend to pollute the air and waters.

22. No oil or mineral rights shall be conveyed to anyone or a corporation for the production or extraction therefrom or maintained on the premises.

23. If a sewer line is available for connection to the premises, it shall be incumbent on the owner to establish connection with said sewer line without delay and thereafter, to make use of same to the exclusion of all latrines, cess pools, septic tanks. If a sewer line or sewer system is not available to lots in said subdivision, sewer systems will be constructed, only with the approval and specifications of the Sevier County Sanitation Department.

24. The residences or homes in said subdivision will connect to the water line or water systems without delay.

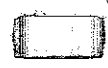
Lots Nos. 19, 20, 24, 31, 32, 33, 40, 41, 44, 45 and 46 are designated residential or commercial and are exempt from Restrictions Nos. 1, 2, 3, 4, 10, 11, 16 and 20.

The following are additional restrictions pertaining to the above lots only:

1. Any lot that is used for commercial purposes shall erect a six foot screen fence along the adjoining lot line of any lot restricted for residential purposes only, and shall be constructed of redwood in basket-weave fashion.
2. These lots may not be used for the following: junk yard, trailer park, sanitary land fill, sewage disposal plant.
3. Parking ratio 4 square feet parking to 1 square foot of building.
4. Service and delivery vehicles prohibited from using residential streets.

IN TESTIMONY WHEREOF, the said owners have hereto set their signatures, this the 7th day of September, 1972.

ALG



*Charles D. Prather*

Charles D. Prather

*Marcia J. Prather*

Marcia J. Prather

*James F. Hatcher, Jr.*

James F. Hatcher, Jr.

*Doris P. Hatcher*

Doris P. Hatcher

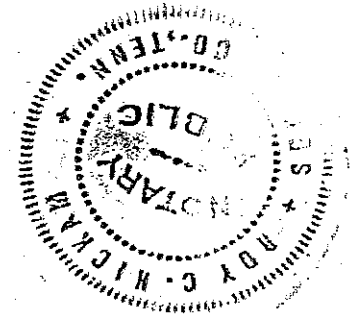
STATE OF TENNESSEE )  
SEVIER COUNTY )

Personally appeared before me, Roy C. Hickman, a Notary Public in and for said County, the within named bargainors, CHARLES D. PRATHER and wife, MARCIA J. PRATHER and JAMES F. HATCHER, JR. and wife, DORIS P. HATCHER, 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 20 day of September, 1972.

My Commission Expires: \_\_\_\_\_ My comm. expires Jan. 14, 1973

*Roy C. Hickman*  
Notary Public



STATE OF TENNESSEE, SEVIER COUNTY

The foregoing Instrument and Certificate were noted in  
Note Book 20 Page 317 At 9:08 AM. 9-20 1972.  
Item No 6334 Record Misc. Book 33 Page 460  
State Tax \_\_\_\_\_ Fel \_\_\_\_\_ Ct. House Fund 1.00  
Total 11.00 Receipt 1413  
Witness My Hand \_\_\_\_\_  
*Elmer J. Sawater*  
Register