

RESTRICTIVE COVENANTS ON MAJESTIC VIEWS, PHASE NO. I
AND PROVISIONS AS TO EASEMENTS

WHEREAS, We, WILLIAM K. SCHOLZE and TONY H. BROCK, are the owners in fee simple of the property which has been subdivided, and is known as Majestic Views, Phase No. I, as shown by plat of record in Plat Book 32, page 100, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, it is our intent, purpose and desire to insure the proper development of said Majestic Views, Phase No. I, into an exclusive residential section, and for such purposes, do hereby impose upon the above mentioned Subdivision, and each lot therein, (to be effective as to said Subdivision, but not as to any property adjoining or in the area thereof), the Restrictive Covenants and Conditions hereinafter set forth, which shall be a part of the consideration on the sale of each and every one of said lots, in said Subdivision, to run with the Land, the same being for the use and benefit of the present and future owners of lots in said subdivision, and to be effective, whether or not mentioned in subsequent conveyances:

If any of the following provisions, or the application of same to any purposes or circumstances shall be held invalid, the remainder of the covenants contained in this instrument and their application to purposes or circumstances other than to which the same may have been held invalid, shall not be effected thereby, it being stated that each of said Restrictive Covenants would have been imposed, separate and apart from all other Restrictive Covenants.

1. All of the lots in the Subdivision shall be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one single-family residence, not to exceed two stories in height, excluding the basement. This limitation on height will not apply to split-level or multi-level residences, so constructed to conform with the natural land contours.
2. No residence shall be designed, patterned, constructed or maintained to serve, or be for the use of more than one single family, and no residence shall be used as a multiple family dwelling at any time, nor shall the same be used in whole or in part for any business service or activity, or for any commercial purposes, nor shall any lot be used for any business purposes, and no commercial trucks shall be regularly kept on the premises, nor in the street adjoining, unless housed in an enclosed garage.
3. No residence shall be located on any one of said residential building plots nearer than twenty-five (25) feet to the front and rear lot lines, nor nearer than ten (10) feet to any side lot line, nor nearer than twenty-five (25) feet to any side street line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, this shall not be construed to permit any portion of the building on the lot to encroach upon another lot.
4. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a annoyance or nuisance to the neighborhood.
5. No part of any lot shall be used for residential purposes until, first, a completed dwelling house, conforming fully to the provisions of this instrument, shall have been erected thereon, the intent of this Paragraph 5 being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as a temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except during the period of construction.
6. Any residence being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said residence.

7. No dwelling shall be erected or permitted to remain on any one of said residential lots unless the same shall contain floor areas as below described. For the purposes of this paragraph, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, eaves and steps. The following floor areas are required: If the residence is one story a minimum of 2,000 square feet; if split-foyer with an unfinished lower level, a minimum of 2,000 square feet; if split foyer with a finished lower level, a minimum of 2,200 square feet with a minimum of 1,650 square feet on the upper level; if a two story residence, a minimum of 1200 square feet on the ground level and a minimum of 800 square feet on the second floor.

8. All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots.

9. It is understood that we, our heirs or assigns, shall have the right and power in our own discretion to make minor alterations of any boundary, lot or division line, in shape or in size, without liability, providing the same shall conform to zoning laws applicable to the property, and does not result in an increase in the number of lots in the Subdivision.

10. The exterior front and side elevations of all buildings shall be of either wood (horizontal boards, vertical boards and batten, or similar), or aluminum or stone, or brick, or masonite (6-inch horizontal, textured or grooved panels, or similar). Twelve-inch, or larger, plain lap masonite siding shall be permitted only in gables and on rear elevations. All retaining walls shall be of stone or brick finish. All front and side foundation elevations shall be of stone or brick finish. The rear foundation elevation of corner lots, and of Lots 2, 3, 6, 7, 8 and 9, shall be brick or stone finish. The rear foundation elevation of other lots shall be brick, stone, or stucco finish, with fake or artificial stone being permitted.

11. It is further stipulated that we, our heirs or assigns, reserve the right to waive any minor violations of these Restrictive Covenants and Conditions herein set forth, which in our sole opinion shall not materially affect the purposes sought to be attained by the imposition of these Restrictive Covenants.

12. No lot or group of lots may be resubdivided by any one or more of the owners in the subdivision without our written, recorded consent, and the same must conform to zoning laws applicable thereto, and shall not increase the number of lots in the subdivision.

13. No residence shall be erected on any lot in the Subdivision until the design and location thereof has been approved in writing by us, or either of us, our respective heirs or assigns, or by such Architectural Committee, as may be created by us. However, in the event that approval or disapproval is not given within ten days after the plans have been submitted, then such approval will not be required, providing the design and location conform to and are in harmony with existing structures in the subdivision, and conform to the restrictive covenants herein set forth. The plans and specifications for any residence which may have been fully constructed upon any lot in the subdivision, without any injunction proceedings having been instituted by us, our heirs or assigns, or by any one or more owners of lots in the subdivision, shall be conclusively deemed to have been completed in conformity to these restrictive covenants, and there shall not thereafter be any right of action vested in us, or either of us, our heirs or assigns, or any lot owner or owners in the subdivision, by reason of any non-conformity to the provisions of this instrument.

14. No fence, hedge or similar type divisional barrier may be maintained on any of said lots, to detract from the continuity of the development desired. Fences around the front yard, that is, in front of the front elevation, must be approved in writing, by us, and be recorded in the Register's Office of Hamilton County, Tennessee.

15. No sheep, goats, swine, horses, cattle, burros, fowls or any like animals shall be permitted to be kept or to remain on any of the lots hereinabove described, or to roam at large on any of the streets or ways in or bordering the same. There shall be no kennels permitted on any lot in the subdivision, for the commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.

16. Whether expressly stated so or not in any Deed conveying any one or more of said lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

17. All of said lots in said subdivision must, from the date of purchase, be maintained by the owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs and other debris being removed when needed). In the event that an owner of a lot in said subdivision fails, of his own volition, to maintain his lot in a neat and orderly condition, William K. Scholze and Tony H. Brock, or their duly appointed agent, may enter upon said lot without liability, and proceed to put said lot into an orderly condition, billing the cost of such work to the owner. The same shall be a debt of the owner, but shall not be a lien on the property.

18. There shall be no detached garages, outbuildings or servants quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus a bathhouse will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements hereinabove set forth.

19. That, before any dwelling on said premises shall be occupied, a septic tank, or a sewage disposal system, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed, all sewage from the premises shall be turned into such sewage disposal facility, and the same shall be continuously maintained in proper state of sanitation. The effluent from such septic tank or sewage disposal shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless first it has been passed through an absorption field approved by the public health authority.

20. In the event of violation of set-back lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by William K. Scholze and Tony H. Brock, their heirs and assigns, joined by the owner or owners of the lots adjoining the lot on which such violation occurs; providing, that as to a side line violation, only the joinder of the owner of the lot on that side will be necessary.

21. In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any Court of record to be invalid, such action shall affect in no way any of the other provisions, which shall remain in full force and effect, the owners hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

22. Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every one of the said lots and tracts of land and all title to, and estates therein, shall be subject thereto and the same shall be binding upon each and every owner and occupant of the same for the period of seventy-five (75) years from the execution date of this instrument.

23. No owner or owners of any lot in the subdivision shall or will convey, devise or demise any or either of said lots, or any part of same, except as being subject to the said covenants, conditions and restrictions, and the obligation to observe and perform the same. The said covenants, conditions and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligated covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.

24. If any party or parties owning any lot in the subdivision shall violate or attempt to violate any of the covenants or restrictions herein provided before the expiration hereinabove set forth, it shall be lawful for us, our heirs and assigns, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same; and, either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorney's fees and court costs incident to any such proceedings.

25. The Architectural Committee, referred to in Paragraph No. 13, is now composed of William K. Scholze and Tony H. Brock, who may at any time hereafter, in their discretion, add one additional person, to make a committee of three. In the event of the death, resignation, or inability to act of any one or more of the members of said Architectural Committee, the remaining member or members shall have the full power to elect a new member or members, not to exceed a total of three members at any one time, so that said committee shall be self-perpetuating.

26. The original purchaser of any lot in the subdivision from us, by his purchase of the lot, covenants and agrees that any house built on such lot for purposes of sale or speculation shall be sold through Scholze Realty, as exclusive broker, unless otherwise agreed. This shall have no application to any residence built by the owner of any lot for personal use and occupancy, whether for an extended period of time or not.

27. EASEMENT: In anticipation of the fact that it may be necessary to top some trees, on various lots, in order to clear the site view from residences located on other lots, we reserve the right and privilege of topping trees for such purposes, and to grant such rights to owners of other lots, in our discretion, with the express provision that such topping of trees shall only be done for purpose of clearing the view from residences on other lots. For this purpose, the easement, right and privilege is expressly reserved and retained to go on the various lots, for such purposes, providing the same shall not be done in such manner as to damage improvements constructed or located upon the property, and debris and brush resulting therefrom shall be cleared and removed from the premises without delay.

28. CONSTRUCTION AND MAINTENANCE OF DRIVEWAYS: The Subdivision Plat, recorded in Plat Book 32, page 100, in the Register's Office of Hamilton County, Tennessee, makes provision for common driveways, as noted thereon, and as located on the plat. The general location of such driveways have been graded out. It is stipulated that the parties making use of such common driveways shall have the same constructed and maintained as follows: Where the owners of two or more lots are being served by any such driveway, upon the owners of either of said lots commencing to construct a residence thereon, or having completed the construction of a residence, agreement shall be reached between the owners of all lots served thereby as to the completion of construction of the driveway, and the paving thereof (either asphalt or concrete, as the owners may select), with the cost of construction to be jointly paid by the owners of the lots being served thereby, with the cost equally apportioned to the owners of each of said lots, for the distance from the street such driveway may be used jointly; and as to the extension thereof beyond the point of joint use, shall be paid solely by the owners of the lot to which the same is so extended. The maintenance thereafter shall be shared by the lot owners on the same basis. In the event the owners of such lots may not be able to agree upon a paving contractor to perform such work, the owners shall select three paving contractors, to submit bids for the cost of the completion of the driveway and the paving thereof, with the lowest bidder to be awarded the contract. The owners of each lot shall then deposit with the paving contractor their pro-rata part of the total contract for such construction and paving work. The owners of any lot failing or refusing to comply with the provisions of this paragraph shall not have the right and privilege of using any portion of a completed driveway that may be located within the boundaries of any other lot in the subdivision.

I, JAMES L. CALDWELL, TRUSTEE, having reserved the right in Deed from me to William K. Scholze and Tony H. Brock of approving restrictive covenants imposed upon the subdivision, do hereby join in the execution of this instrument, to express my consent and approval thereto, and that it complies the requirements in the Deed from me to them.

IN WITNESS WHEREOF we have hereunto set our hands, on this the 17th day of October, 1978.

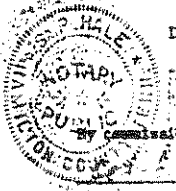
William K. Scholze
WILLIAM K. SCHOLZE
Tony H. Brock
TONY H. BROCK
James L. Caldwell
JAMES L. CALDWELL, as Trustee

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the 17th day of October, 1978, before me personally appeared William K. Scholze and Tony H. Brock, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC



My commission expires:

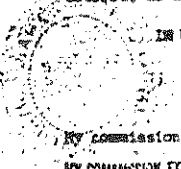
10-6-80

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the 16 day of October, 1978, before me personally appeared James L. Caldwell, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same, as Trustee, as his free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC



My commission expires:

MY COMMISSION EXPIRES JAN. 11, 1982

E 4134

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IDENTIFICATION
REFERENCE

Oct 26 11 34 AM '79

DOROTHY P. RAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

X126⁰⁰ RISC A* 10.00 * 10.00

mail. Bill Scholze
2009 Bailey Ave.
Chatta, Ga. 37404

AMENDMENT AS TO EASEMENTS ON MAJESTIC VIEWS, PHASE NO. 1

WHEREAS, We, WILLIAM K. SCHOLZE and TONY H. BROCK, as the owners in fee simple of the property which has been subdivided, and is known as Majestic Views, Phase No. 1, as shown by plat of record in Plat Book 32, page 100, in the Register's Office of Hamilton County, Tennessee, did impose thereon certain Restrictive Covenants, and make provision for certain easements by Instrument dated October 17, 1978, recorded in Book 2541, page 983, in the Register's Office of Hamilton County, Tennessee, including the provisions of Paragraph No. 27, thereof; and,

WHEREAS, we remain the owners of all of the lots covered thereby, with the exception of Lots Nos. Four (4), Five (5), Six (6), Nine (9), Twelve (12), Thirteen (13), Seventeen (17), Eighteen (18), Twenty-one (21), Twenty-eight (28) and Twenty-nine (29); and,

WHEREAS, we desire that the provisions of said Paragraph No. 27 shall be amended, so that the same shall read as follows:

"EASEMENT: In anticipation of the fact that it may be necessary to top some trees, on various lots, in order to clear the site view from residences located on other lots, we reserve the right and privilege of topping trees for such purposes, and to grant such rights to owners of other lots, in our discretion, with the express provision that such topping of trees shall only be done for purpose of clearing the view from residences on other lots. For this purpose, the easement, right and privilege is expressly reserved and retained to go on the various lots, for such purposes, providing the same shall not be done in such manner as to damage improvements constructed or located upon the property, and debris and brush resulting therefrom shall be cleared and removed from the premises without delay. We expressly stipulate that such right and privilege shall not be granted by us to owners of other lots, except that the same shall be in writing, acknowledged in statutory form, and that any such Instrument shall be recorded in the Register's Office of Hamilton County, Tennessee".

IN WITNESS WHEREOF we have hereunto set our hands, on this the 2nd day of August, 1979.

William K. Scholze
WILLIAM K. SCHOLZE

Tony H. Brock
TONY H. BROCK

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this the 7 day of August, 1979, before me personally appeared William K. Scholze and Tony H. Brock, to me known to be the persons described in and who executed the foregoing Instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

Bill H. Scholze
NOTARY PUBLIC

DOROTHY P. GRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE
JUL 7 3 29 PM '79
IDENTIFICATION
REFERENCE
H: 5629

My commission expires:
April 6, 1980

DRAFTED BY HALE & ELIUS ATTORNEYS AT LAW
722 CHERRY STREET
CHATTANOOGA TN 37402