

Prepared By: Roy L. Lumpkin, Jr.  
 P.O. BOX 659  
 HARRISON TN 37341 RESTRICTIVE COVENANTS  
OGBURN SUB-DIVISION

20.00

\*\*20.00 C

Whereas the undersigned, Roy L. Lumpkin, Jr., Betty S. Lumpkin, and Mable A. Ogburn being the joint owners/developers (herein after referred to as "the Developers") in fee simple absolute of that certain parcel of real property duly platted and recorded as Ogburn Sub-division, on Mahan Gap Road in Hamilton County, Tennessee, in Plat Book 53, Page 400 at the Register's Office of Hamilton County, Tennessee, in order to insure the value and esthetic quality to all purchasers and future owners of property lots, herewith promulgate the following declarations of limitations, use and restrictions to the lots as development and improvement of Ogburn Sub-division for the benefit of and to be binding upon all purchasers of subdivision property, their heirs, executors, administrators, successors and assigns for a period of thirty (30) years from the date of recording of this instrument.

#### RESTRICTIONS

1. The property lots as now platted, known as Ogburn Sub-division shall be used for one private, single family residential purposes only, and shall not exceed two stories in height, plus basement, with garages or carports. The property lots shall not be further sub-divided without the written approval of the Developers and Hamilton County.

2. In the erection and construction of dwelling houses and improvements on said lots, there shall be no exposed concrete blocks on the front, side elevations, and retaining walls. All dwellings shall have concrete blocks, covered with stone, brick, or other approved masonry facing. Exposed concrete block on the rear of the house must be stucco faced at a minimum.

3. The minimum square foot living and heated area of each dwelling (exclusive of attached porches, breezeway, decks, garages, carports, etc.), shall be 2,000 square feet, of which a minimum of 1100 square feet must be on the main floor. Also see Restrictions 10 and 19.

4. No dwelling shall be located nearer than thirty (30) feet to any side lot or property line.

5. The existing wire fencing is on or near some of the property lines with adjoining property owners and may be improved by replacing with a wood or living fence. Prior notification to the adjacent property owner is required.

File 24  
 CK 8961

6. The contours, slope, grade and elevation of the lots shall not be significantly altered or changed. Minor changes to accommodate a residence or drive shall be allowed, provided same does not significantly obstruct the view, accessibility or run-off of surface water to other lots or adjoining property.

7. Any Ogburn Sub-division improvements (such as fences, roadway, grass, etc.) damaged by construction or access to lots must be replaced and/or repaired by the owners of said lots or by their contractors at their expense to conform to the improvement prior to such damage.

8. No business, professional or non-professional, commercial and/or manufacturing enterprise of any kind or nature shall be maintained on, about or in connection with the property lots. A business office in the house is permissible.

9. No exhibition, fair, festival, show or other public activity that attracts or is intended to attract, divert or collect a large number of people shall be conducted or allowed on any property lots.

10. No mobile homes, trailers, modular homes or temporary structures of any kind shall be erected or maintained on the property lots; nor shall such items, or tents, garages, basements, or any incomplete structure or enclosure be used for residential purposes. The garage or carport of any dwelling shall be constructed simultaneously with the erection of the main dwelling. All residences shall be completed within fifteen (15) months after commencement of construction. Other permanent structures, properly designed to match the residence and located so as not to be a distraction to the adjoining lots, shall be permitted, but only after approval by the Developers. See Restriction 19.

11. The usual domestic pets plus pony, donkey, cow, or horse (1 per acre maximum) may be kept by an owner and only on his own lot. Otherwise, no swine, goats, poultry, fowl or other similar farm animals shall be permitted on property lots.

12. No clotheslines or drying yards shall be permitted unless concealed from view of others by hedges, lattice work, or screening acceptable to the Developers.

13. Athletic and playground equipment or electronic devices such as basketball backboards, swing sets, etc. shall be located in the rear of the dwellings and as inconspicuous as possible relative to the adjoining lots.

14. No signs, billboards or advertising devices of any kind shall be placed, displayed or installed on any property lot, or an improvement thereon. A real estate sign for the property is permitted.

15. Lot owners will be allowed to store in the rear of their dwellings, mobile campers and small boats upon mobile trailers which are owned by and used by the landowner for recreational purposes only. In no event may such camper or boat be employed to house persons whether temporarily or permanently.

16. No vehicles having more than two axles shall come upon or be stored on any property lot, except for the purpose of delivery by a commercial enterprise not affiliated in any way with the property lot owners.

17. No noxious or offensive activity shall be conducted upon any property lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or be objectionable by reasons of smoke, dust, or noise.

18. No excessive weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any property lot, and no refuse or other pile of debris or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Natural wooded areas shall be permitted.

19. For the purpose of further insuring the development of the lands so platted as an area of high standards, the Developers reserve the power to control the type of buildings, structures, and other improvements placed on each property lot, as well as to make such exceptions to these restrictive covenants as the Developers shall deem necessary and proper. No building, driveway, or other structure shall be placed upon such property lot unless and until the plans and specifications therefor and plot plan have been accepted in writing by the Developers. Each such building, driveway, or structure shall then be placed on the property lot only in accordance with the plans and specifications and plot plan so approved. Refusal to accept the plans and specifications by the Developers may be based on any grounds, including purely esthetic grounds, which, in the sole discretion of the Developers, shall seem sufficient.

20. Any failure to enforce upon the breach of any covenant shall not be deemed a waiver or estoppel to enforce such future breaches and a continuing failure to observe such covenant shall be deemed a new breach on each calendar day it continues regardless of the fact no new act or

occurrence has been taken by defaulter, but simply by the continuing event of breach which is contrary to the restrictive covenant.

21. Any restrictive covenant found to be non-enforceable or invalid by any court or other tribunal having jurisdiction thereof shall not effect the validity or enforceability of the other restrictions, all of which for such purposes shall be deemed severable and independent.

22. In any proceeding brought by the Developers or grantee to enforce the restrictive covenants set out above, or the lien created thereby, said plaintiff shall be entitled, in addition to injunctive relief and damages, to the costs and expenses of such action or proceeding, including a reasonable attorney's fee, should the court grant the relief sought in such action or proceeding.

It is the expressed intention of the Developers that these restrictive covenants be deemed an appurtenance to each property lot, to run with the land and be binding upon the heirs, executors, administrators, successors and assigns of all grantees taking title to any lot from the Developers.

IN WITNESS WHEREOF, the Developers of Ogburn Sub-division have caused this instrument to be executed by affixing the signatures below on this 4<sup>th</sup> day of October, 1995.

Roy L. Lumpkin, Jr.  
Roy L. Lumpkin, Jr.

Betty S. Lumpkin  
Betty S. Lumpkin

Mable A. Ogburn  
Mable A. Ogburn

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 4<sup>th</sup> day of October 1995, before me personally appeared Roy L. Lumpkin, Jr., Betty S. Lumpkin, and Mable A. Ogburn to me known (or proved to me on the basis of satisfactory evidence) 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.

WITNESS my hand and Notary Seal.

James McClelland  
NOTARY PUBLIC

Commission expires: 11/21/97

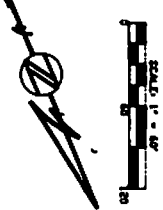
296112

PAMELA ROBERT  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

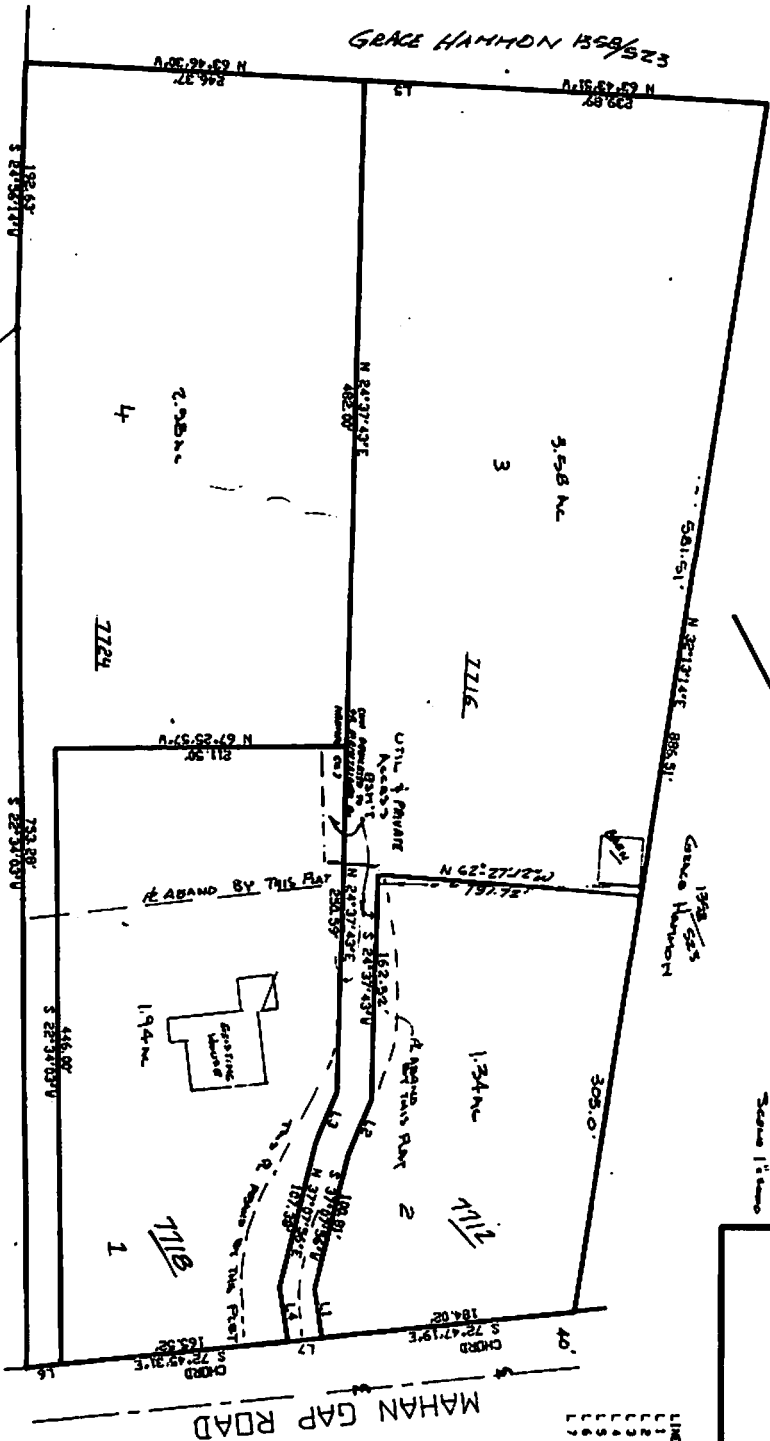
'95 NOV 8 PM 1 01  
BY: B. Taylor  
DEPUTY  
RECPT. # 804650

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON THAT THIS IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE RATIO OF PRECISION OF THE ADJUSTED SURVEY ENTRIES I PERFORM AS SHOWN HEREON IS IN CLASS 17 SURVEY.

*James G. Corp*  
 Corp Engineering Group (Jones & Corp P.L.S.)  
 100 Cherokee Blvd, Suite 308  
 Chattanooga, TN 37405



APPROVED FOR RECORDING	CHATTANOOGA COUNTY HEALTH DEPT.
<i>[Signature]</i>	<i>[Signature]</i>
APPROVED FOR RECORDING	CHATTANOOGA COUNTY HEALTH DEPT.
<i>[Signature]</i>	<i>[Signature]</i>
CHATTANOOGA COUNTY HEALTH DEPT.	RECORDS MANAGER, CHATTANOOGA COUNTY
DATE: 12/19/19	TIME: 1:45 PM



LINE	BEARING	DISTANCE
L1	S 12° 37' 30" W	35.32'
L2	S 44° 13' 00" E	43.48'
L3	N 46° 13' 00" E	41.18'
L4	N 13° 37' 30" E	95.01'
L5	N 43° 46' 30" W	53.57'
L6	S 72° 49' 30" E	53.11'
L7	S 72° 39' 15" E	53.14'



ISSUED FOR RECORDING

I HEREBY CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THIS PROPERTY AND I HEREBY ADAPT THIS PLAN OF SUBDIVISION AND DEDICATE THE ROADS AS SHOWN TO THE PUBLIC. I CERTIFY THAT THERE ARE NO ENCUMBRANCES ON THE PROPERTY DEDICATED.

*D. T. Ogden*  
 D. T. Ogden  
 7718 11th Street  
 Chattanooga, TN

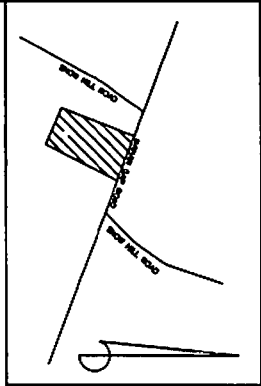
- ISSUED FOR RECORDING
1. ZONED ABR
  2. SUBDIVISION CODE 4923, 1882, AND 1883
  3. THIS PLAT IS DEVELOPED IN ACCORDANCE WITH THE HAMILTON COUNTY SUBDIVISION REGULATIONS
  4. ACP# 9844C
  5. WATER SUPPLY BY SAVANNAH UTILITY
  6. 7718 STREET ADDRESS

FINAL PLAT

HAMILTON COUNTY

LOTS 3 AND 4 AND RESUBDIVISION LOTS 1 AND 2 DGBURN SUBDIVISION

Corp Engineering Group 100 Cherokee Blvd Chattanooga, TN 37405 TEL: 615-753-1192	FILED DATE: 12/19/19 TIME: 1:45 PM
---	--



I hereby certify that I am the owner in fee simple of the above described property and that the plan of subdivision and division of the lots shown on this plat, I certify that I have obtained the approval of the Hamilton County Board of Health and the Hamilton County Board of Zoning Appeals and the Hamilton County Board of Planning and Zoning Commission.

*Walter A. Ogburn & Son, Inc.*  
 778 Main Hill Road  
 Chattanooga, Tennessee 37415  
 (423) 525-9251

I hereby certify that I have surveyed the property shown hereon and a correct plat of the same has been prepared and that the plan of subdivision of the land shown hereon is correct and in accordance with the laws of the State of Tennessee.

*Walter A. Ogburn & Son, Inc.*  
 778 Main Hill Road  
 Chattanooga, Tennessee 37415  
 (423) 525-9251

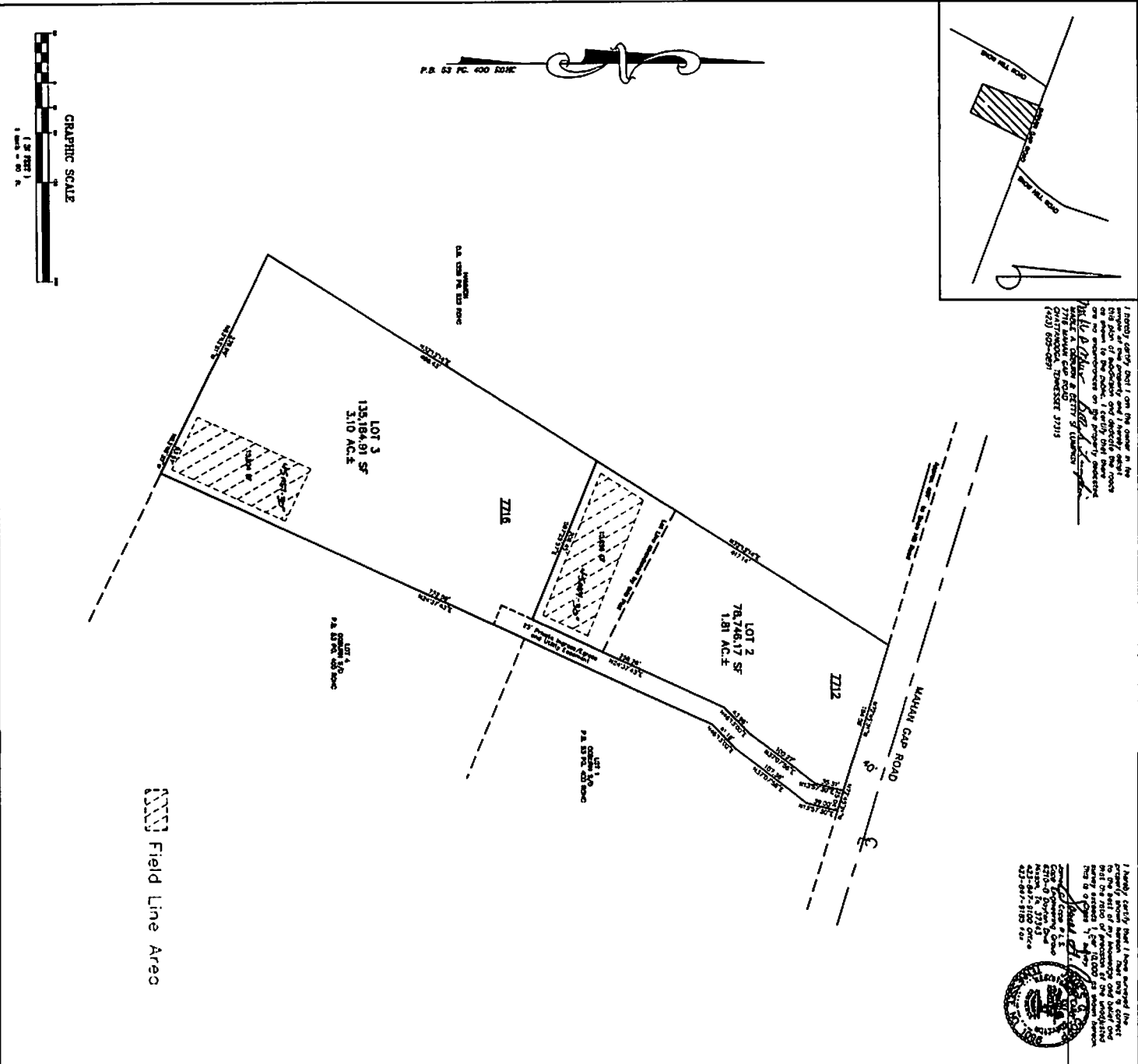


APPROVED FOR RECORDING  
 HAMILTON COUNTY CLERK  
 HAMILTON COUNTY CLERK'S OFFICE  
 1000 MARKET STREET  
 CHATTANOOGA, TENNESSEE 37402  
 (423) 249-1100

RECORDED  
 11/13/2008  
 11:33

**GENERAL NOTES:**

1. Zoned : AGR.
2. This plot subdivides Deed Book 4591 Page 45 R.O.H.C.
3. This plot is developed in accordance to the design standards of the Hamilton County Subdivision Regulations.
4. Area Subdivided : 4.91 Acres ±
5. Water Supply : Savannah Utility District
6. Z112 - Street Address
7. Tax Map # 93-46.15 & 46.16.
8. This property is shown the 100 year flood boundary per F.E.M.A. Flood Map
9. Lots 2 & 3 are approved for Four (4) bedrooms. No UDS over 40 gallons allowed.
10. Hatched area is a subsurface sewage disposal system and duplication cross easement. Any cutting, filling or construction within ten (10) feet of this area, twenty-five (25) feet for a basement cut, without prior written approval from the Health Department and recording of a corrective plat may render this lot unbuildable.
11. No pools without prior written approval from the Health Department.
12. All notes regarding the subsurface sewage disposal system easement will become null and void if the structure is ever connected to a public sanitary sewer system.
13. The government of Hamilton County is not responsible to construct or maintain drainage easements or Ingress/Egress easements.
14. Purpose of Plat - Re-Subdivide Lots 2 and 3 as shown.



Field Line Area

**REVISION PLAT**

OGBURN S/D

LOT 2 & 3

HAMILTON COUNTY, TENNESSEE	
Scale: 1" = 20'	Date: 10-13-08
Drawn by: [Signature]	Checked by: [Signature]
Client: Ogburn & Son, Inc.	Project: [Blank]
Address: 778 Main Hill Road	City: Chattanooga, TN
Phone: (423) 525-9251	Fax: (423) 525-9252
Drawn by: [Signature]	Date: 10-13-08
Checked by: [Signature]	Date: 10-13-08