



.85± Acre Building Lot in Cove Hollow Bay Development Gated Community at Center Hill Lake

Table of Contents



Amended Restrictions	1
Amendment to Bylaws	6
Cove Hollow Bay Sub Surface Septic Info for Lots 1-50	9
Fourth Supplement to Restrictions	21
Restrictions	24
Restrictions April 2004	33
Second Supplement to Restrictions	42
Tax Information	47
Third Supplement to Restrictions	49



Amended Restrictions



This Instrument Prepared By:

J.D. Kious, Attorney
KIOUS, RODGERS, BARGER,
HOLDER & KING, PLLC
503 North Maple Street
Murfreesboro, Tennessee 37130

**AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR COVE HOLLOW BAY**

THIS AMENDMENT was made by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by the Members of the Association present at that duly called meeting of the Cove Hollow Bay Homeowners' Association, Inc. (the "Association") at which a quorum was present on June 9, 2018 pursuant to Article X, Paragraph 2 of the Declaration of Protective Covenants, Conditions and Restrictions for Cove Hollow Bay (the "Declaration") of record in Record Book 139, page 929, Register's Office for Dekalb County, Tennessee and as thereafter modified and amended.

WHEREAS, it is the desire of the Association to amend the Declaration as is more particularly set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association does hereby amend the Declaration as follows:

1. **ARTICLE VI, PARAGRAPH 2**, shall be amended to include the following additional provision:

(g) Rentals. The Directors may establish rules and regulations governing the rental of residences within the Development from time to time as they may deem appropriate. All Owners are responsible for ensuring that any permitted renters are aware of and comply with all such rules and regulations and the terms, conditions, and restrictions set forth in this Declaration. The initial rules and regulations are attached hereto as Exhibit A and incorporated herein by reference. Hereafter, the rules and regulations may be modified by the Association per a majority vote.

2. Except as expressly amended hereby, the terms and provisions of the Declaration shall continue in full force and effect.

The undersigned, being the President and Secretary of the Association do hereby certify that they are the duly elected, qualified and acting President and Secretary, respectively, of the Association and do hereby certify that at a duly called meeting of the Association held on June 9, 2018, a quorum of Owners being present as required by the Bylaws of the Association, two-thirds (2/3) of those Owners present at said meeting by vote taken approved the amendments set forth herein.



Amended Restrictions



IN WITNESS WHEREOF, the undersigned have executed this Amended Declaration this the 11 day of June, 2018.

COVE HOLLOW BAY HOMEOWNERS' ASSOCIATION, INC.

By: Patrick L. Vaden
Name: PATRICK L. VADEN
Its: President

By: Patrick L. Vaden
Name: PATRICK L. VADEN
Its: Secretary

State of Tennessee)
County of Rutherford)

Personally appeared before me, a notary public in and for the state and county aforementioned, Patrick L. Vaden, with whom I am personally acquainted or who proved to me his/her identity on the basis of satisfactory evidence, and who, upon oath, acknowledged him/herself to be President of Cove Hollow Bay Homeowners' Association, Inc. and that he/she as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the Association by himself/herself as President.

Witness my hand and seal this 11 day of June, 2018.

Elaine Clifton
Notary Public
My commission expires: 4-18-21



State of Tennessee)
County of Rutherford)

Personally appeared before me, a notary public in and for the state and county aforementioned, Patrick L Vaden, with whom I am personally acquainted or who proved to me his/her identity on the basis of satisfactory evidence, and who, upon oath, acknowledged him/herself to be Secretary of Cove Hollow Bay Homeowners' Association, Inc. and that he/she as such Secretary executed the foregoing instrument for the purposes therein contained, by signing the name of the Association by himself/herself as Secretary.

Witness my hand and seal this 11 day of June, 2018.

Elaine Clifton
Notary Public
My commission expires: 4-21-18



EXHIBIT A
RULES AND REGULATIONS REGARDING RENTALS

See attached.

Cove Hollow Bay Home Owners Association Policy on Rental of Properties

Owners at Cove Hollow Bay are responsible for any guests, including renters, which they allow to enter the neighborhood and must ensure that they comply with all rules and covenants, allowing owners to continue to enjoy their properties in a private and peaceful manner.

Requirements for Owners Renting

Owners who wish to rent their property, whether long term or short term will be required to register with the HOA's property management company and provide the following:

- Address of Property to be Rented
- Owner / Property Manager contact information (to be used if there is an issue)

Owner Responsibility

- Property owners will be held liable for any damages caused or expenses incurred by the HOA because of renters. This includes trash cleanup or common property damage repairs.

Security Gates

Upon registering with the HOA property Management Company a separate gate code will be assigned for the property allowing the owners gate code to remain private and secure. If needed the renter gate code for the property can be changed on a periodic basis.

General Rules (All renters should be informed of the following)

- Cove Hollow Bay is a private gated community. The gate code provided to you is specific to the property you have rented and will track when you enter and exit the neighborhood. Do not share this gate code with anyone outside of your party. This gate code is only to be used by renters during their stay.
- Only occupants specified on the rental contract are allowed in the community. (i.e. no additional groups or parties are allowed to use the community or park amenities without prior approval by owners)
- Rental guests are not allowed to use the boat dock in the community. This boat dock is for the use of slip rental owners only and is managed by Center Hill Marina. The main Center Hill Mariana is only 2 miles away for public use.
- Vehicles are to be limited based on the size of the house to 1 per bedroom. Cars must be parked in the driveway of the property and not on the road.
- Noise levels are to be kept to a reasonable level during the day and quiet hours should be observed between 8 pm and 8 am.
- The maximum number of persons occupying a rental property should be based on the property size and should not exceed 2 per bedroom / loft sleeping area.

The following guidelines are recommended for owners renting their property:

- Rentals should be for a minimum of 3 or more nights.
- Security Deposits / Rental Insurance should be required.

Jeffrey L. McMillen, Register
DeKalb County
Rec #: 123296
Rec'd: 25.00
State: 0.00
Clerk: 0.00
Other: 2.00
Total: 27.00
Instrument #: 183414
Recorded
6/21/2018 at 9:16 AM
in Record Book
429
Pgs 372-376

Amendment to Bylaws



This instrument prepared by:
Sherrard & Roe, PLC
424 Church Street, Ste 2000
Nashville, TN 37219

FIRST AMENDMENT TO BYLAWS OF COVE HOLLOW BAY HOMEOWNERS' ASSOCIATION, INC.

This First Amendment to Bylaws of Cove Hollow Bay Homeowners' Association, Inc. is dated as of the 8th day of November, 2003, by Cove Hollow Bay Homeowners' Association, Inc. ("Association");

WITNESSETH:

WHEREAS, the Bylaws of the Association are of record in Record Book 162, page 799, Register's Office of DeKalb County, Tennessee (the "Bylaws"); and

WHEREAS, the members of the Association desire the Bylaws be amended to reflect certain requested changes voted on and approved at a meeting held on November 8, 2003, and to modify the bylaws as provided for herein;

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Bylaws as follows:

1. Article 4.5 Quorum. This Article is amended and restated to read as follows:

4.5 Quorum. The presence in person or by proxy of more than twenty (20%) percent of the votes entitled to be cast at a meeting of the Members and at least twenty percent (20%) of each class of Members shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, the Members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted at which might have been transacted at the meeting as originally notified.

2. Article 5.2 Number; Qualifications; Election; Term. Article 5.2 is amended and restated to read as follows:

301948.04 5587-0001 6/18/2004 10:46 AM

1



5.2 Number; Qualifications; Election; Term. The Board of Directors shall consist of five (5) Directors, each of whom shall be a Member of the Association or a partner or employee of the Developer, or its subsidiaries or affiliates. The Members of the initial Board of Directors shall serve terms with two (2) members having a three-year term, two (2) members having a two-year term, and one (1) member having a one-year term until the annual meeting of Members following such election in the designated term of office of such Directors. Each Director elected to replace an original Director upon the expiration of his term of office shall serve for a term of office ending with the third annual meeting of Members following his election or until his successor shall be elected and shall qualify. All Directors elected subsequent to the initial Board of Directors shall serve three-year terms. The Directors shall be appointed by the Developer until after the expiration of The Period of Developer Control. Directors shall serve without compensation.

3. **Article 5.5 Annual Meeting.** Article 5.5 is amended and restated to read as follows:

5.5 Annual Meetings. The annual meetings of the Association shall be held on the third (3rd) Saturday in June at 10 a.m., within DeKalb County, Tennessee, on-site at Cove Hollow Bay or at another designated location within DeKalb County.

4. **Ratification.** The parties hereto hereby restate and ratify all of the terms and conditions of the Bylaws, as of the date hereof, and confirm that the terms and conditions of the Bylaws, except as amended hereby, remain in full force and effect.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

COVE HOLLOW BAY HOMEOWNERS'
ASSOCIATION, INC.

B. Lynn Greer
Lynn Greer, President

Personally before me, a Notary Public, in and for the State of Tennessee in Rutherford County, Tennessee, Lynn Greer, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who acknowledged to me as the President of Cove Hollow Bay Homeowners' Association, Inc. of that time, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of said Association.

Witness my hand and official seal at Murfreesboro TN, Rutherford County, Tennessee, this 11 day of October, 2018.



Elaine Clifton
Notary Public
My Commission Expires: 4-18-21

Jeffrey L. McMillen, Registrar
DeKalb County

Rec #:	124476	Instrument #:	185001
Rec'd:	15.00	Recorded	
State:	0.00	10/29/2018 at 9:53 AM	
Clerk:	0.00	in Record Book	
Other:	2.00	436	
Total:	17.00		

Pgs 59-61

Cove Hollow Bay Sub Surface Septic Info for Lots 1-50



MCLEMORE
AUCTION COMPANY

Approval is hereby granted for lots 1-8, 15, 25-38, 42, 45-50 defined as Cove Hollow Bay-DeKalb County, Tennessee, as being suitable for subsurface sewage disposal (SSD) with the listed or attached restrictions.

Prior to any construction of a structure, mobile or permanent, the plans for the exact house / structure location must be approved and an SSD system permit issued by the Division of Ground Water Protection. Water taps, water lines, underground utilities and driveways shall be located at side property lines unless otherwise noted.

Lots 37, 38 and 42 are approved for the installation and duplication of conventional subsurface sewage disposal systems to serve a maximum house size of one (1) bedroom.

Lots 1, 3, 4, 8, 15, 25, 26, 32 and 33 are approved for installation and duplication of conventional subsurface sewage disposal systems to serve a maximum house size of two (2) bedrooms.

Lots 2, 5, 6, 7, 27, 28, 29, 30, 31, 34, 35, 36, 45, 46, 47, 48, 49 and 50 are approved for installation and duplication of conventional subsurface sewage disposal systems to serve a maximum house size of three (3) bedrooms.

Some lots may require pump systems to transfer septic tank effluent to areas of the lot with suitable soil conditions for disposal.

Pursuant to this plat review *Lot 51 has an existing house and subsurface sewage disposal system and is not considered part of this approval.

Shading on Lots 1-8, 15, 25, 32-38, 42, and 45 represents an area reserved to be used for the installation of the primary and duplicate subsurface sewage disposal systems, and shall be used for no other purpose such as house location, or other structure location, buried utilities, driveways, swimming pools, etc., or use which would conflict with the REGULATIONS TO GOVERN SUBSURFACE SEWAGE DISPOSAL in Tennessee. Modification of the shaded area may be considered, provided sufficient shaded area is maintained.

All lots are approved for use with utility water only.

All underground utilities and driveways must enter along the property lines.

The size, number of square feet, design, and location of the proposed dwelling may further restrict the maximum number of bedrooms for which a permit may be issued.

Environmental Specialist

Date



Cove Hollow Bay Sub Surface Septic Info for Lots 1-50



MCLEMORE
AUCTION COMPANY

1. 7:13-2000 11: AM

2. Sheet 1 of 9

3. Date 7-13-2000

DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF GROUND WATER PROTECTION

REPORT OF SOIL ABSORPTION TEST

4. DESIGNATED SOILS AREA COVE HOLLOW BAY
Location (Subdivision Name or Number, Lot Number or Street Numbers, County and/or Town)

5. MEANE YOUNG
Owner/Developer

6.
Address

Lot and Hole No.	Hole Depth In.	Depth to Gravel In.	Depth Pre-Soak Water In.	Initial Water In.	Initial Time	PERIODIC CHECK TIMES																		Final Period		Min. Per In.	
						FIRST		SECOND		THIRD		FOURTH		FIFTH		SIXTH		SEVENTH		FINAL		Fall In.	Time Min.				
						DB	T	DB	T	DB	T	DB	T	DB	T	DB	T	DB	T	DB	T						
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
1	40 1/2	38 1/2	20 3/4	30 1/4	11:00	21 1/4	27	11:30	25	12:00	24 1/2	12:30	23 1/2	1:00	23	1:30	24	2:00	25 1/2	2:30	24	3:00	3 1/2	30	9		
2	39 1/2	37 1/2	21 1/4	26 1/8	11:05	25 3/4	11:35	26 3/4	12:05	26	12:35	26 1/2	1:05	25 3/4	1:35	27 1/2	2:05	27 1/4	2:35	28 1/4	3:05	5 3/4	30	5			
3	37 3/4	35 3/4	14 1/2	21 1/2	10:35	19	11:05	17	11:35	16 1/4	12:05	17 1/2	12:35	20	1:05	25 3/4	1:35	27	2:05	28 1/4	2:35	1 1/4	30	24			
4	36 1/2	34 1/2	14 1/2	25 1/2	10:40	18 1/2	11:10	15	11:40	21 1/4	12:10	23	12:40	25 1/2	1:10	27 1/4	1:40	28	2:10	28 1/4	2:40	3/4	30	40			
5	36 1/4	34 1/4	19 1/4	18 7/8	10:35	15 3/4	11:05	15 1/2	11:35	16	12:05	15 1/2	12:35	18	1:05	23	1:35	25	2:05	25 1/2	2:35	1 3/4	30	17			
6	37 3/4	35 1/2	16 1/4	14 1/2	10:45	13 1/4	11:15	14 1/4	11:45	14 1/2	12:15	15 3/4	12:45	28	1:15	27	1:45	28 1/4	2:15	28 1/4	2:45	5 3/4	30	5			
7	38 1/2	36 1/2	17 1/4	24	11:10	26 1/4	11:40	27 1/2	12:10	28	12:40	27 1/2	1:10	28	1:40	29 1/2	2:10	27	2:40	28 1/4	3:10	8 1/2	30	4			
8	38	35 3/4	19 1/4	22 3/4	11:15	25 1/4	11:45	26 1/2	12:15	27 1/2	12:45	28 1/2	1:15	29 1/4	1:45	27 3/4	2:15	28 1/2	2:45	29 1/4	3:15	3/4	30	40			
9	37 1/4	35 1/4	19 1/2	17 1/2	10:40	23 1/2	11:10	27 1/2	11:40	26 3/4	12:10	24 1/2	12:40	21	1:10	23 1/4	1:40	26 1/4	2:10	27 1/4	2:40	4 1/4	30	7			
10	40 1/4	38 1/4	23	22	10:45	23 1/2	11:15	29 1/4	11:45	37	12:15	28 1/2	12:45	31 1/2	1:15	32 3/4	1:45	29 1/4	2:15	33 3/4	2:45	1 1/2	30	20			
11	34 3/4	32 3/4	19	19	8:50	22 1/2	9:20	25	9:50	26 3/4	10:20	23	10:50	25	11:20	26	11:50	20 3/4	2:20	23 1/2	2:50	2 3/4	30	10			
12	36 3/4	34 3/4	18 1/2	18 1/2	8:45	24 1/2	9:15	27 1/2	9:45	29	10:15	25 1/4	10:45	28	11:15	29	11:45	27	12:15	26	12:45	1	30	30			
13	35	33	14 1/2	15 1/4	8:40	19 1/2	9:10	22 1/2	9:40	24 1/4	10:10	25 1/2	10:40	22 1/2	11:10	23 1/2	11:40	25	12:10	26	12:40	1	30	30			
14	37 3/4	35 3/4	14 3/4	14 3/4	8:35	20 1/2	9:05	29 1/2	9:35	28 1/2	10:05	28 3/4	10:35	29 1/4	11:05	28	11:35	27 1/2	12:05	30	12:35	2 1/2	30	12			
15	38 1/4	36 1/4	18 1/2	18 1/4	8:30	20	9:00	21	9:30	21 3/4	10:00	22 1/2	10:30	23 1/2	11:00	24	11:30	24 1/2	12:00	25 1/4	12:30	3/4	30	40			

Remarks AFTER NOON SHOWERS (HEAVY)

Richard H. Pickett, Surveyor
Engineer/Architect/Surveyor/Soil Scientist

ROA Pendi



REPORT ON SOIL ABSORPTION TEST

PURPOSE: To provide a uniform report for percolation data.

EXPLANATION AND INSTRUCTIONS:

1. Presoaking Data: Give date and clock time that holes were filled with water.
2. Sheet of _____ of _____ : (Example) Sheet 1 of 3
3. Date: Record date that test was run.
4. Location: Give name and location of site of tests.
- 5.-6. Owner/Developer: Give name and address of person having tests made.
7. Lot and/or Hole No.: Each hole tested is to be given a number such as 3A, 3B, etc. with the number 3 denoting the lot number and letters A and B indicating test holes on that particular lot.
8. Hole Depth Inches: Give overall depth of test hole.
9. Depth to Gravel Inches: Prior to the addition of gravel carefully scratch the bottom and sides of the test hole with a knife blade or sharp pointed instrument in order to remove any smeared soil surfaces and to provide a natural



Cove Hollow Bay Sub Surface Septic Info for Lots 1-50



MCLEMORE
AUCTION COMPANY

1. Presoaking Data

Date	Time
7-14-2000	11AM



DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF GROUND WATER PROTECTION
REPORT OF SOIL ABSORPTION TEST

2. Sheet 2 of 9
3. Date 7-15-00

4. DESIGNATED SOILS AREA - COVE HOLLOW BAY

Location (Subdivision Name or Number, Lot Number or Street Numbers, County and/or Town)

5. GENE YOUNG
Owner/Developer

6. _____
Address

Lot and Hole No.	Hole Depth In.	Depth to Gravel In.	Depth Pre-Soak Water In.	Initial Water In.	Initial Time	PERIODIC CHECK TIMES																								Final Period		Min Per In.
						FIRST		SECOND		THIRD		FOURTH		FIFTH		SIXTH		SEVENTH		FINAL		Fall In.	Time Min.									
						DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T			DB DA	T							
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31								
16	36 1/2	34 1/2	11 1/2	15 3/4	11:15	16 3/4	11:45	17 1/2	12:15	18	12:45	18 1/2	1:15	19 1/4	1:45	19 3/4	2:15	20	2:45	20 1/2	3:15	1/2	30	60								
17	36 3/4	34 3/4	14 3/4	12 3/4	11:10	16 3/4	11:40	18	12:10	19 1/2	12:40	20 1/2	1:10	21 1/2	1:40	22 1/2	2:10	23	2:40	23 1/2	3:10	1/2	30	60								
18	38 1/4	36 1/4	14 1/2	14 1/2	11:05	18	11:35	20 1/4	12:05	22	12:35	23 1/2	1:05	24 1/2	1:35	25 1/2	2:05	26 1/2	2:35	27	3:05	1/2	30	60								
19	NOT	PERKED																														
20	40 1/4	38 1/4	18 1/2	21 1/4	11:00	38 1/4	11:30	31 1/4	12:00	24 1/2	12:30	27	1:00	29 1/4	1:30	30 3/4	2:00	32 1/4	2:30	33 1/2	3:00	1 1/4	30	24								
21	36	34	18	17 1/2	11:05	27 3/4	11:35	30 1/2	12:05	29 1/2	12:35	27 1/2	1:05	23 3/4	1:35	27 1/2	2:05	26 1/2	2:35	28 3/4	3:05	2 1/4	30	13.3								
22	40	38	19	17 3/4	11:00	20 3/4	11:30	22	12:00	22 3/4	12:30	23 1/2	1:00	24 1/2	1:30	25	2:00	25 1/2	2:30	26 1/2	3:00	1	30	30								
23	37	35	17	16 1/4	11:05	22 1/4	11:35	27 1/4	12:05	30 3/4	12:35	28 1/4	1:05	30 1/2	1:35	28 1/4	2:05	27	2:35	29	3:05	2	30	15								
24	37 1/4	35 1/4	26 3/4	26 1/2	11:00	27 3/4	11:30	28 1/4	12:00	29 1/4	12:30	29 3/4	1:00	30 1/4	1:30	26 3/4	2:00	28	2:30	29	3:00	1	30	30								
25	40	38	23	21 7/8	11:05	27 3/4	11:35	23 3/4	12:05	24 3/8	12:35	25	1:05	25 1/2	1:35	26	2:05	26 1/2	2:35	27	3:05	1/2	30	60								
26	36 1/2	34 1/2	15 3/4	16 7/8	11:00	24 1/4	11:30	31 1/4	12:00	30 1/2	12:30	30 1/2	1:00	31	1:30	30 1/2	2:00	28	2:30	28 1/2	3:00	3 1/2	30	8.6								
27	38 1/2	36 1/2	23	22 1/2	10:45	28 1/4	11:15	32 1/2	11:45	27 1/4	12:15	29 3/4	12:45	30	1:15	22 1/2	1:45	24 1/2	2:15	26 1/4	2:45	1 3/4	30	17								
28	36 1/2	34 1/2	22	21 3/4	10:30	22 1/2	11:00	23 1/4	11:30	23 3/4	12:00	24 1/4	12:30	24 3/4	1:00	25	1:30	25 1/2	2:00	25 3/4	2:30	1/4	30	120								
29	39 1/2	37 1/2	22 1/2	21 1/2	10:35	30 1/2	11:05	32 1/2	11:35	31 1/4	12:05	30 1/4	12:35	33 1/4	1:05	30 1/2	1:35	31 1/2	2:05	32 1/4	2:35	3/4	30	40								
30	39 3/4	37 3/4	19 1/2	18 1/2	11:10	27	11:40	32	12:10	25 1/4	12:40	28 3/4	1:10	28 1/2	1:40	31 3/4	2:10	29	2:40	31 3/4	3:10	2 3/4	30	10.1								

Remarks _____

Richard H. Pickett, Surveyor
Engineer/Architect/Surveyor/Soil Scientist

RDA Pendi

PRINTED BY: T. J. J.



Cove Hollow Bay Sub Surface Septic Info for Lots 1-50



MCLEMORE
AUCTION COMPANY

1. Presoaking Data
Date: 7-17-00 Time: 10AM

2. Sheet 3 of 9
3. Date 7-18-00

DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF GROUND WATER PROTECTION
REPORT OF SOIL ABSORPTION TEST

4. DESIGNATED SOILS AREA-COVE HOLLOW BAY
Location (Subdivision Name or Number, Lot Number or Street Numbers, County and/or Town)

5. GENE YOUNG
Owner/Developer

6. Address

Lot and Hole No.	Hole Depth In.	Depth to Gravel In.	Depth Pre-Soak Water In.	Initial Water In.	Initial Time	PERIODIC CHECK TIMES																		Final Period		Min Per In.
						FIRST		SECOND		THIRD		FOURTH		FIFTH		SIXTH		SEVENTH		FINAL		Fall In.	Time Min.			
						DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T					
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
31	37 3/8	35 1/2	16 1/4	15 1/4	11:05	33 27 1/2	11:35	30 3/4 25 1/4	12:05	30 3/4 27 3/4	12:35	31 5/8 28 1/4	1:05	32 26 1/2	1:35	30 1/2 24 3/4	2:05	30 1/4 26 1/2	2:35	30 27 1/4	3:05	3 1/2	30	8.6		
32	37	35	17 3/8	18 5/8	11:00	31 1/2 21 1/2	11:30	29 3/4 23	12:00	24 24	12:30	25 25 1/4	1:00	25 3/4 26 3/4	1:30	26 3/4 26 3/4	2:00	27 1/4 26 3/4	2:30	28 27 1/4	3:00	3/4	30	4.0		
33	38 3/4	36 1/4	13 1/2	19 1/4	10:30	33 1/2 18 1/4	11:00	29 3/4 15 1/4	11:30	28 14 5/8	12:00	27 1/8 19 1/2	1:00	26 3/8 15	1:30	28 3/4 20 3/4	2:00	28 3/4 28 3/4	2:30	31 1/2 24 1/2	2:30	2 1/4	30	13		
34	38 1/4	36 1/4	16 1/2	17 1/2	10:30	33 1/2 18 1/4	11:00	29 3/4 14 1/2	11:30	28 15 1/4	12:00	27 1/8 15 1/4	1:00	26 3/8 21 1/4	1:30	28 3/4 20 3/4	2:00	28 3/4 30 1/2	2:30	31 1/2 24 1/2	2:30	1 3/4	30	17		
35	39 1/4	37 1/4	21 1/4	27 3/4	11:10	33 1/2 28 1/4	11:40	29 3/4 28	12:10	26 1/2 28	12:40	26 3/4 28 3/4	1:10	28 1/4 28 1/2	1:40	28 1/4 29	2:10	23 3/4 28 3/4	2:40	26 1/4 26 1/4	3:10	2 1/4	30	13		
36	37 3/4	35 3/4	19 3/4	24	11:10	33 30	11:40	24 30 1/4	12:10	24 25	12:40	23 1/2 23 1/2	1:10	25 23 1/2	1:40	25 24 3/4	2:10	22 24 1/2	2:40	23 23 1/4	3:10	4 1/4	30	7		
37	41	39	17 1/4	29 3/4	11:05	30 28 1/4	11:35	24 21 1/2	12:05	21 1/2 27 1/4	12:35	20 1/2 28 1/2	1:05	21 1/4 28 1/4	1:35	21 1/2 28 1/4	2:05	20 1/2 24 1/2	2:35	23 1/4 26 1/2	3:05	2 3/4	30	11		
38	38 1/4	36	21 5/8	24 1/4	11:00	32 1/2 27 1/2	11:30	28 1/2 23 1/2	12:00	30 3/4 23	12:30	23 1/2 23 1/4	1:00	23 25 1/4	1:30	25 1/4 28 1/4	2:00	22 1/2 24 1/2	2:30	28 1/4 28 1/4	3:00	4	30	7.5		
39	38 1/2	36 1/2	19 1/4	30	11:15	32 1/2 28 1/4	11:45	28 3/4 30 1/4	12:15	28 1/4 25 1/2	12:45	26 1/2 23 3/4	1:15	21 1/4 31 1/2	1:45	25 1/2 23 3/4	2:15	25 3/4 21 1/2	2:45	26 3/4 22 1/2	3:15	2 1/2	30	12		
40	37 1/2	35 1/2	23	30 1/4	11:15	33 1/2 28 1/4	11:45	25 1/2 30 1/4	12:15	23 3/4 24 1/2	12:45	24 1/2 25 1/2	1:15	26 3/4 25 1/2	1:45	23 1/2 28 1/2	2:15	22 1/2 21 1/2	2:45	26 3/4 31 3/4	3:15	4 1/4	30	7		
41	39 1/8	35 1/2	17 3/4	19 1/2	10:45	31 16	11:15	30 1/2 15 3/4	11:45	29 1/2 16	12:15	24 1/2 15 3/4	1:15	25 1/2 25 1/2	1:45	21 1/2 31	2:15	21 1/2 21 1/2	2:45	31 3/4 31 3/4	2:45	3/4	30	4.0		
42	42 1/4	40	18	23 1/2	10:40	31 18 1/4	11:10	30 1/2 19 1/4	11:40	29 1/2 19 1/4	12:10	27 1/4 17 1/4	12:40	29 17 1/2	1:10	33 33	1:40	32 1/2 20 1/4	2:10	34 1/2 33 1/4	2:40	2	30	15		
43	39 1/4	37	21 1/2	20 3/4	11:05	30 3/4 27 3/4	11:35	25 33 1/4	12:05	30 33	12:35	26 3/4 30 1/2	1:05	30 1/2 30 1/2	1:35	27 34	2:05	30 1/4 34 3/4	2:35	33 1/4 34 1/2	3:05	3	30	10		
44	40 1/4	37 3/4	23	22	11:00	27 3/4 26 1/4	11:30	23 1/4 27 1/4	12:00	23 28	12:30	34 30	1:00	35 29	1:30	34 30 1/2	2:00	34 3/4 30	2:30	34 1/2 27 1/4	3:00	4 1/2	30	7		
45	37	35	21 3/4	20	11:15	28 28	11:45	31 1/2 22 3/4	12:15	27 1/4 27 1/4	12:45	30 3/4 25 1/2	1:15	29 1/4 24	1:45	28 28	2:15	30 1/2 23 1/2	2:45	27 1/4 31 1/2	3:15	3 3/4	30	8		

Remarks

Richard W. Pender
Engineer/Architect/Surveyor/Soil Scientist

PRINTED (Rev. 7-00)

ROA Pendi



Cove Hollow Bay Sub Surface Septic Info for Lots 1-50



MCLEMORE
AUCTION COMPANY

1. **Presoaking Data**

Date	Time
7-18-06	10 AM

2. Sheet 4 of 9

3. Date 7-19-00

DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF GROUND WATER PROTECTION

REPORT OF SOIL ABSORPTION TEST

4. DESIGNATED SOILS AREA COVE HOLLOW BAY
Location (Subdivision Name or Number, Lot Number or Street Numbers, County and/or Town)

5. GENE YOUNG LT
Owner/Developer

6. _____
Address

Lot and Hole No.	Hole Depth In.	Depth to Gravel In.	Depth Pre-Soak Water In.	Initial Water In.	Initial Time	PERIODIC CHECK TIMES																		Final Period		Min Per In.	
						FIRST		SECOND		THIRD		FOURTH		FIFTH		SIXTH		SEVENTH		FINAL		Fall In.	Time Min.				
						DB	T	DB	T	DB	T	DB	T	DB	T	DB	T	DB	T	DB	T						
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
46	38 1/2	36 1/2	20 1/2	18 1/2	10:30	27 1/2	11:00	28 1/2	11:30	26 1/4	12:00	27 1/2	12:30	28 3/4	1:00	28 1/4	1:30	23 1/4	2:00	27 1/2	2:30	4 1/4	30	7			
47	39	37	19 3/4	19	10:35	22 1/2	11:05	24 1/4	11:35	25 1/2	12:05	26 1/2	12:35	27 3/8	1:05	28 1/4	1:35	27 1/4	2:05	27 1/2	2:35	3/4	30	40			
48	37 1/2	35 1/2	16 3/4	15	10:40	19 1/2	11:10	21 3/4	11:40	23 3/4	12:10	25 1/2	12:40	27 1/2	1:10	28 3/4	1:40	18 1/2	2:10	26 1/2	2:40	1 3/4	30	17			
49	37 1/2	35 1/2	21 1/2	20 3/4	11:15	26 1/2	11:45	24 1/2	12:15	27 3/4	12:45	25 1/2	1:15	24 1/2	1:45	24 1/2	2:15	28 1/4	2:45	26 1/2	3:15	5 1/4	30	6			
50	38 1/2	36 1/2	25 1/4	25 1/4	11:10	28 3/8	11:40	27 1/2	12:10	27 1/4	12:40	27 3/8	1:10	30	1:40	28 3/4	2:10	30 3/4	2:40	32	3:10	1 1/4	30	24			
51	37	35	23 1/2	23 1/2	11:15	25 1/2	11:45	27 1/2	12:15	29	12:45	25 1/4	1:15	27	1:45	28 1/2	2:15	27 1/2	2:45	28 1/2	3:15	1	30	30			
52	37	35	27 1/4	27 1/4	11:10	21 1/2	11:40	28 3/4	12:10	27 3/4	12:40	26 1/4	1:10	29	1:40	27 1/4	2:10	27 1/2	2:40	27 1/2	3:10	2	30	15			
53	36 3/4	34 3/4	17	16 1/4	11:10	24 1/4	11:40	27 1/2	12:10	23 1/2	12:40	25 1/2	1:10	27 1/2	1:40	20 1/2	2:10	17 3/4	2:40	24 3/4	3:10	2	30	15			
54	36	34	22	16 5/8	11:15	23 1/4	11:45	27 3/4	12:15	24 1/2	12:45	26 3/4	1:15	22 3/4	1:45	25 1/2	2:15	27 1/4	2:45	28 3/4	3:15	1 1/2	30	20			
55	NOT	PERKED																									

Remarks _____

Engineer/Architect/Surveyor/Soil Scientist

RD4 Pend



Cove Hollow Bay Sub Surface Septic Info for Lots 1-50



MCLEMORE
AUCTION COMPANY

1. Presoaking Data
Date: 8/22/00 Time: 3:00

2. Sheet 5 of 9
3. Date 8-22-00

4. Cove Hollow Bay Lot 22 Hill Side Dr Dekalb County
Location (Subdivision Name or Number, Lot Number or Street Numbers, County and/or Town)

5. Bene Young Owner/Developer
6. Address

Lot and Hole No.	Hole Depth In.	Depth to Gravel In.	Depth Pre-Soak Water In.	Initial Water In.	Initial Time	PERIODIC CHECK TIMES																Final Period		Min. Per In.
						FIRST		SECOND		THIRD		FOURTH		FIFTH		SIXTH		SEVENTH		FINAL		Fall In.	Time Min.	
						DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T			
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
22A	26	36 1/2	30 1/2	16 1/2	11:05	24 1/2 15	11:30	24 1/2 19 1/2	12:00	23 3/4 "	12:30	24 1/2 "	12:59	24 1/2 20 1/2	1:34	23 3/4 23 1/2	2:00	24 1/2 16 1/2	2:32	23 1/4 21	3:00	6 3/4	30	4.4
22B	26	37"	31"	19 1/2	11:10	21 3/4 18	11:35	21 3/4 17 3/4	12:03	21 1/2 "	12:32	23 3/4 "	1:01	24 1/2 19 1/2	1:35	21 1/2 21 1/2	2:02	23 3/4 16 3/4	2:34	21 1/2 21 1/2	3:02	4 1/4	30	7
22C	26	37	30 1/2	19	11:12	23 1/2 18	11:38	24 1/2 17 1/2	12:06	22 1/2 "	12:34	24 1/2 "	1:02	26 1/2 20 3/4	1:37	22 3/4 22 1/2	2:09	24 3/4 18 3/4	2:36	21 1/2 21 1/2	3:04	2 3/4	30	11
22D	26	39 1/4	23 1/4	17	11:15	20 1/4 16 1/4	11:40	20 1/4 15 1/2	12:09	20 3/4 "	12:36	20 3/4 "	1:03	21 16	1:40	19 1/2 19 1/2	2:06	20 1/2 15 3/4	2:40	19 1/2	3:06	3 3/4	30	8
													</											

Remarks _____

Richard W. Smith
Engineer/Architect/Surveyor/Soil Scientist

RDA Pending



Cove Hollow Bay Sub Surface Septic Info for Lots 1-50



MCLEMORE
AUCTION COMPANY

1. Presoaking Data
Date 8-22-00 Time 11 am

2. Sheet 6 of 9
3. Date 8-23-00

4. DESIGNATED SOILS AREA - COVE HOLLOW BAY
Location (Subdivision Name or Number, Lot Number or Street Numbers, County and/or Town)

5. GENE YOUNG
Owner/Developer

6. _____
Address

Lot and Hole No.	Hole Depth In.	Depth to Gravel In.	Depth Pre-Soak Water In.	Initial Water In.	Initial Time	PERIODIC CHECK TIMES																		Final Period		Min Per In.
						FIRST		SECOND		THIRD		FOURTH		FIFTH		SIXTH		SEVENTH		FINAL		Fall In.	Time Min.			
						DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T					
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
23 A	26	36 1/4	36 1/4	14 1/2	11:15	19 1/4	11:45	23 3/4	12:15	20	12:45	15	1:15	19 1/4	1:45	22	2:15	16	2:45	19	3:15	5	30	60		
23 B	26	36 1/4	31 3/4	15 1/2	11:10	23 3/4	11:40	15 1/2	12:10	24	12:40	15 1/2	1:10	23 3/4	1:40	25 3/4	2:10	15	2:40	18	3:10	6 3/4	30	44		
23 C	24	33 1/4	25	16 1/2	11:00	17 3/4	11:30	18 1/2	12:00	17 3/4	12:30	17	1:00	18 1/4	1:30	19	2:00	17	2:30	19	3:00	1	30	30		
23 D	26	37	25	15 1/2	11:05	19	11:35	15 3/4	12:05	19	12:35	18 3/4	1:05	19 3/4	1:35	20 1/2	2:05	15	2:35	19	3:05	4	30	7.5		
24 A	26	37 3/4	30 1/4	26 1/4	11:02	26 3/4	11:32	23 1/4	12:02	17 1/4	12:32	16	1:02	18 1/4	1:32	18 1/2	2:02	15	2:32	18	3:02	3	30	10		
24 B	26	36 3/4	27 3/4	17 1/2	11:00	21 1/4	11:30	20 1/2	12:00	21	12:30	20 1/4	1:00	14 1/4	1:30	19	2:00	14	2:30	18 1/4	3:00	4 1/4	30	7		
24 C	27	34 3/4	34 3/4	23 1/2	11:06	26	11:36	26 3/4	12:06	25 3/4	12:36	25 1/4	1:06	25 1/2	1:36	24 3/4	2:06	25	2:36	24	3:06	4 1/2	30	7		
24 D	27	37 1/4	30	25 1/4	11:04	25 1/2	11:34	22 3/4	12:04	20	12:34	18 1/4	1:04	18 3/4	1:34	18 1/2	2:04	18 1/2	2:34	18 1/4	3:04	3 1/2	30	9		
25 A	36 1/4	34 1/4	13 3/4	13 1/4	11:15	15 1/2	11:45	17 1/2	12:15	19 1/2	12:45	20 1/4	1:15	20 3/4	1:45	22	2:15	22 3/4	2:45	23 1/2	3:15	3 1/4	30	40		
25 B	37 1/4	35 1/4	15 1/4	16 1/4	11:10	17 1/2	11:40	19 1/4	12:10	21	12:40	22	1:10	22 3/4	1:40	24 3/4	2:10	26	2:40	27	3:10	1	30	30		
25 C	34	32	17	19 1/2	11:10	22 1/4	11:40	24	12:10	22 3/4	12:40	24	1:10	24 3/4	1:40	26 1/4	2:10	27	2:40	24 1/4	3:10	1	30	30		
25 D	37 1/2	35 1/2	15 1/4	15 1/2	11:15	17	11:45	18	12:15	18 3/4	12:45	18 3/4	1:15	19	1:45	19 1/2	2:15	19 3/4	2:45	19 3/4	3:15	0	30	0		

Remarks _____

Richard W. Parker
Engineer/Architect/Surveyor/Soil Scientist

RDA Pend



REPORT ON SOIL ABSORPTION TEST

PURPOSE: To provide a uniform report for percolation data.

EXPLANATION AND INSTRUCTIONS:

1. Presoaking Data: Give date and clock time that holes were filled with water.
2. Sheet of _____ of _____ : (Example) Sheet 1 of 3
3. Date: Record date that test was run.
4. Location: Give name and location of site of tests.
- 5.-6. Owner/Developer: Give name and address of person having tests made.
7. Lot and/or Hole No.: Each hole tested is to be given a number such as 3A, 3B, etc. with the number 3 denoting the lot number and letters A and B indicating test holes on that particular lot.
8. Hole Depth Inches: Give overall depth of test hole.
9. Depth to Gravel Inches: Prior to the addition of gravel carefully scratch the bottom and sides of the test hole with a knife blade or sharp pointed instrument in order to remove any smeared soil surfaces and to provide a natural soil interface into which water may percolate. Remove all loose material from the hole. Add 2 inches of coarse sand or fine gravel to protect the bottom from scouring and sediment. From a fixed reference point at the top of the hole give depth in inches to the top of the gravel.
10. Depth Presoak Water Inches: Record depth from the fixed reference point to presoak water surface remaining in test hole after 24 hours.
11. Initial Water Inches: Record depth to water in inches when test is begun. There is to be approximately 6 inches of water over the gravel; however, measurement should be made from the fixed reference point.
12. Initial Time: Record clock time at beginning of test.
- 13.-28. Periodic Check Times: Record depth (DB-measurement to water surface before refilling, DA-measurement to water surface after refilling) and clock time taken at approximately thirty minute intervals. Water in hole should be brought back to 6 inches over the gravel after each 30 minute reading except in those cases when the drop has varied less than one inch from the initial measurement at the beginning of the test.
29. Final Period, Fall Inches: Record the difference of fall in inches between the last two check times.
30. Final Period, Time Minutes: Record the elapsed time in minutes between the last two check times.
31. Minutes Per Inch: Divide column 30 by column 29 and record.

PERCOLATION TEST RESULTS ARE NOT THE SOLE CRITERIA CONSIDERED IN SITE EVALUATION. OTHER FACTORS AS DEPTH TO WATER TABLE, SLOPE, DEPTH TO FRAGIPAN, ETC. MUST ALSO BE CONSIDERED.

USED BY: Environmental specialists, engineers, soil scientists, surveyors, architects and clerks.

OFFICE MECHANICS AND FILING: This record is to be kept on file indefinitely.



Cove Hollow Bay Sub Surface Septic Info for Lots 1-50



MCLEMORE
AUCTION COMPANY

1. Presoaking Data
Date: 8-23-01 Time: 11 AM

2. Sheet 7 of 9
3. Date 8-24-01

4. COVE HOLLOW BAY
Location (Subdivision Name or Number, Lot Number or Street Numbers, County and/or Town)

5. GENE YOUNG
Owner/Developer

6. _____
Address

Lot and Hole No.	Hole Depth In.	Depth to Gravel In.	Depth Pre-Soak Water In.	Initial Water In.	Initial Time	PERIODIC CHECK TIMES																		Final Period		Min. Per In.
						FIRST		SECOND		THIRD		FOURTH		FIFTH		SIXTH		SEVENTH		FINAL		Fall In.	Time Min.			
						DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T					
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
26A	26	34 1/2	14 3/4	34 1/2	11:05	16	11:35	17 1/4	12:05	20	12:35	21 1/2	1:05	22 1/2	1:35	25	2:05	26 1/2	2:35	28	3:05	1 1/2	30	2.0		
26B	26	34 1/2	15 1/2	34 1/2	11:00	23 3/4	11:30	26 3/4	12:00	29 3/4	12:30	31 3/4	1:00	33 1/4	1:30	36 1/4	2:00	39 1/4	2:30	42 1/4	3:00	2 1/4	30	1.3		
26C	26 3/4	34 3/4	16	33	11:10	30	11:30	27 3/4	12:00	30 1/2	12:30	24 1/2	1:00	26 7/8	1:30	30 1/2	2:00	25 1/2	2:30	28 1/2	3:00	2 3/4	30	1.1		
26D	26	34	13 1/2	34	11:15	15 1/4	11:35	16	12:05	17	12:35	17 1/4	1:05	18 1/4	1:35	19	2:05	19 1/2	2:35	19 3/4	3:05	1/2	30	6.0		
Pre Soak		8/14/00			1: PM.																					
32A	26	37 1/4	21 1/2	36	11:00	27 1/4	11:30	27 1/4	12:00	27 1/4	12:30	27 1/4	1:00	27 1/4	1:30	27 1/4	2:00	27 1/4	2:30	29 1/4	3:00	15 1/2	30	2		
32B	26	34	25	34	11:05	3 1/4	11:35	3 1/4	12:05	3 1/4	12:35	3 1/4	1:05	3 1/4	1:35	3 1/4	2:05	3 1/4	2:35	3 1/4	3:05	6	30	5		
32C	26	32 3/4	15 1/2	30	11:05	12 3/4	11:35	18 1/4	12:05	18 3/4	12:35	19	1:05	19 1/2	1:35	19 3/4	2:05	20 1/4	2:35	20 1/2	3:05	1/4	30	12.1		
32D	26	36 1/4	14	32	11:00	15 3/4	11:30	16	12:00	16 1/4	12:30	16 1/4	1:00	16 1/2	1:30	16 1/2	2:00	16 3/4	2:30	17	3:00	1/4	30	12.0		
33A	26	33	14 1/2	33	11:10	19	11:40	2 1/4	12:10	26 1/4	12:40	28	1:10	22 3/4	1:40	24 1/2	2:10	26 3/4	2:40	28	3:10	6 1/2	30	5		
33B	26	32 3/4	19	32 3/4	11:15	20 1/4	11:45	21 3/4	12:15	26 1/4	12:45	27	1:15	26 3/4	1:45	24 1/4	2:15	29 1/2	2:45	25	3:15	8 1/4	30	4		
33C	26	32 3/4	12 1/2	30	11:15	19 1/4	11:45	21	12:15	21 3/4	12:45	22 3/4	1:15	23 1/4	1:45	24	2:15	24 1/2	2:45	24 3/4	3:15	1/4	30	12.1		
33D	26	34 1/4	20 1/2	30	11:10	17 3/4	11:40	21	12:10	21 3/4	12:40	22 3/4	1:10	23 1/4	1:40	24	2:10	24	2:40	24 1/4	3:10	1/4	30	12.1		

Remarks 33 A-B POSSIBLE SINK HOLE NEAR

Richard H. Pickett-Schwartz
Engineer/Architect/Surveyor/Soil Scientist

RDA Pendis



Cove Hollow Bay Sub Surface Septic Info for Lots 1-50



MCLEMORE
AUCTION COMPANY

1. Presoaking Data

Date	Time
8-15-2000	11:30 AM



DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF GROUNDWATER PROTECTION
REPORT OF SOIL ABSORPTION TEST

2. Sheet 8 of 9
3. Date _____

4. COVE HOLLOW BAY
Location (Subdivision Name or Number, Lot Number or Street Numbers, County and/or Town)
5. LYNE YOUNG Owner/Developer
6. _____ Address

Lot and Hole No.	Hole Depth In.	Depth to Gravel In.	Depth Pre-Soak Water In.	Initial Water In.	Initial Time	PERIODIC CHECK TIMES																Final Period		Min. Per In.
						FIRST		SECOND		THIRD		FOURTH		FIFTH		SIXTH		SEVENTH		FINAL		Fall In.	Time Min.	
						DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T			
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
34 A	27	32 1/2	10 1/2	32 1/2	11:00	17 3/4 15 3/4 20 1/2	11:30	17 1/2 14 1/2 22 1/2	12:00	18 1/2 15 1/2 24 1/2	12:30	17 3/4 15 1/4 24 1/4	1:00	18 1/2 15 1/4 24 1/4	1:30	18 18 3/4 20 1/2	2:00	18 3/4 19 1/4 20 1/4	2:30	17 1/2 19 1/4 20 1/2	3:00	2 3/4	30	11
34 B	26	34 3/4	10	34 3/4	11:05	17 27 3/4 21	11:35	17 1/2 23 1/2 21	12:05	18 1/2 23 3/4 21	12:35	18 23 3/4 25 1/2	1:05	18 23 1/2 25 3/4	1:35	18 1/2 23 1/2 25	2:05	19 1/2 23 1/2 24 1/2	2:35	20 1/4 23 3/4 25 1/2	3:05	6 1/4	30	5
34 C	28	36 1/2	23 1/2	36 1/2	11:05	21 27 1/2 21	11:35	20 1/2 24 1/2 23 1/2	12:05	25 24 1/2 25 1/2	12:35	24 1/4 25 1/4 25 3/4	1:05	24 1/4 25 1/4 25 3/4	1:35	24 25 25 1/2	2:05	24 1/2 25 1/2 25 3/4	2:35	24 3/4 25 1/2 25 3/4	3:05	3	30	10
34 D	26	35	20 1/4	35	11:00	19 21 22 1/2	11:30	20 1/2 22 1/2 22 1/2	12:00	20 22 1/2 22 1/2	12:30	21 1/2 21 1/2 21 1/2	1:00	21 1/2 21 1/2 21 1/2	1:30	21 1/2 21 1/2 21 1/2	2:00	21 1/4 21 1/4 21 1/4	2:30	21 1/4 21 1/4 21 1/4	3:00	3 1/2	30	9
35 A	26	36 3/4	16 1/4	36 3/4	11:10	25 1/2 16 1/2 23 1/2	11:40	25 1/2 16 3/4 23 1/4	12:10	24 3/4 16 3/4 23 1/4	12:40	24 1/2 17 22 1/2	1:10	24 1/2 16 1/2 22 1/2	1:40	24 1/4 17 23	2:10	24 17 23 1/4	2:40	23 1/2 22 1/4 23 1/4	3:05	6 1/4	30	5
35 B	26	36	17 1/2	36	11:15	17 27 1/2 14 3/4	11:45	17 27 1/2 14 3/4	12:15	17 25 20 1/2	12:45	18 3/4 24 1/2 26	1:15	19 1/2 24 1/2 26	1:45	19 24 1/2 26	2:15	19 1/4 23 3/4 25 3/4	2:45	19 1/4 23 3/4 25 3/4	3:15	3	30	10
35 C	24	34 3/4	15 1/2	34 3/4	11:15	27 1/2 14 3/4 27 1/4	11:45	26 20 1/2 16 1/2	12:15	18 3/4 26 3/4 20 1/2	12:45	19 3/4 26 20 1/2	1:15	18 26 20	1:45	18 1/2 26 20 1/2	2:15	17 1/2 25 3/4 19 3/4	2:45	17 1/2 25 3/4 19 3/4	3:15	5 3/4	30	6
35 D	26	34	18 1/4	34	11:10	27 1/4 16 1/2	11:40	26 1/2 20 1/4	12:10	26 3/4 20 1/2	12:40	26 1/2 20 1/2	1:10	26 20	1:40	25 3/4 20 1/2	2:10	25 3/4 19 3/4	2:40	25 3/4 19 3/4	3:10	5 1/4	30	6
36 A	26	37 1/2	37 1/2	18 3/4	11:00	20 23 16	11:30	29 1/2 14 1/2 21 3/4	12:00	30 18 1/2 22	12:30	29 1/2 18 3/4 21 1/2	1:00	30 1/2 18 3/4 22	1:30	29 18 1/2 21	2:00	29 1/2 20 21 1/4	2:30	29 1/2 21 21 1/4	3:00	9 1/4	30	3
36 B	26	36 1/4	33	17	11:05	16 23 20 1/2	11:35	17 1/4 21 3/4 20 1/2	12:05	17 3/4 21 3/4 20 1/2	12:35	15 1/2 21 1/2 21 1/2	1:05	18 1/4 21 1/2 21 1/2	1:35	18 21 21 1/2	2:05	18 1/2 20 1/2 20 1/2	2:35	18 1/2 20 1/2 20 1/2	3:05	3 1/4	30	9
36 C	26	35	35	23 1/4	11:05	29 3/4 20 1/2	11:35	28 17 1/4	12:05	28 1/2 18 1/4	12:35	27 18 1/4	1:05	29 1/2 19 3/4	1:35	28 1/2 20 1/4	2:05	28 1/2 20	2:35	27 20	3:05	7	30	4
36 D	26	36 3/4	36 3/4	18 1/2	11:00	30 3/4 14 1/2	11:30	32 1/4 16 1/4	12:00	32 1/2 16 1/4	12:30	31 1/2 15 1/2	1:00	31 3/4 16 3/4	1:30	30 3/4 15 1/4	2:00	30 1/2 14 1/2	2:30	30 1/2 14 1/2	3:00	16	30	2

Remarks AFTERNOON SHOWERS
HOLE # 37D WOULD NOT HOLD WATER

Richard H. Puckett, Sr.
Engineer/Architect/Surveyor/Soil Scientist

CLUSTERING TABLE

RDA Pending



Cove Hollow Bay Sub Surface Septic Info for Lots 1-50



MCLEMORE
AUCTION COMPANY

Presoaking Data	
Date	Time
8-24-01	11AM.



DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF GROUNDWATER PROTECTION
REPORT OF SOIL ABSORPTION TEST

2. Sheet 9 of 9
3. Date 8-25-00

4. Cove Hollow Bay
Location (Subdivision Name or Number, Lot Number or Street Numbers, County and/or Town)
5. GENE YOUNG Owner/Developer
6. _____ Address

Lot and Hole No.	Hole Depth In.	Depth to Gravel In.	Depth Pre-Soak Water In.	Initial Water In.	Initial Time	PERIODIC CHECK TIMES																Final Period		Min Per In
						FIRST		SECOND		THIRD		FOURTH		FIFTH		SIXTH		SEVENTH		FINAL		Fall In.	Time Min.	
						DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T	DB DA	T			
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
37 E	26	36 1/4	25 3/4	22	11:15	23 3/4	11:45	27 3/4	12:15	28 3/4	12:45	27 1/2	1:15	28 1/2	1:45	29 1/2	2:15	27 1/2	2:45	27 1/2	3:15	5 1/2	30	5
37 F	25	35	17 1/2	15 1/2	11:10	18 1/2	11:40	17 3/4	12:10	15 1/2	12:40	17	1:10	16 1/2	1:40	19	2:10	18 1/2	2:40	20	3:10	1 1/2	30	60
37 G	25	34 1/2	15 3/4	15 1/4	11:10	15 1/2	11:40	15 1/2	12:10	15	12:40	15 1/2	1:10	15	1:40	15 1/2	2:10	15 1/2	2:40	23	3:10	7 3/4	30	4
37 H	26	36 1/4	22 3/4	21 3/4	11:15	31 3/4	11:45	30 1/2	12:15	30 3/4	12:45	29 3/4	1:15	31	1:45	31	2:15	30 1/2	2:45	29 1/4	3:15	8	30	4
38 A	29	35 3/4	14 1/2	14 1/4	11:15	25 3/4	11:45	27 1/2	12:15	28	12:45	25	1:15	26 3/4	1:45	27 1/4	2:15	27 1/2	2:45	25 1/2	3:15	1 1/2	30	2
38 B	26	36 1/8	14 1/2	16	11:10	17 1/4	11:40	19 1/4	12:10	21 1/4	12:40	22 1/4	1:10	23 1/4	1:40	24 1/4	2:10	25	2:40	25 1/4	3:10	3/4	30	4
38 C	26	36	17 1/4	17 3/4	11:05	24	11:35	26 1/4	12:05	27 1/2	12:35	28 1/4	1:05	29 1/4	1:35	30	2:05	25	2:35	26 1/4	3:05	1 1/4	30	2
38 D	27	37 1/8	16	17 1/4	11:00	26	11:30	26 1/4	12:00	27 1/2	12:30	26	1:00	26 1/4	1:30	26 3/4	2:00	27	2:30	27	3:00	0	30	—
42 A	25 1/4	35 3/4	15 1/2	14 1/4	11:00	19 3/4	11:30	21 1/4	12:00	22	12:30	22 3/4	1:00	23 1/4	1:30	23 3/4	2:00	24	2:30	24 1/2	3:00	1/2	30	60
42 B	28	36 1/4	16	21	11:05	25 1/2	11:35	26 3/4	12:05	27 1/2	12:35	28 1/4	1:05	28 3/4	1:35	29	2:05	28 3/4	2:35	25	3:05	1 1/4	30	2
42 C	25 1/2	34 1/4	18 1/4	15	11:15	22 1/2	11:45	25	12:15	25 3/4	12:45	26 1/4	1:15	26 1/2	1:45	27	2:15	27 1/4	2:45	27 1/4	3:15	1/2	30	60
42 D	26	34 1/2	16	16	11:05	22	11:40	23 1/2	12:10	24 1/2	12:40	25	1:10	25 1/2	1:40	26	2:10	26 1/4	2:40	26 1/4	3:10	1/4	30	126

Remarks _____

Richard H. Pickett
Engineer/Architect/Surveyor/Soil Scientist

CLASSIFICATION

RDA Pend



Fourth Supplement to Restrictions



This instrument prepared by:
Sherrard & Roe, PLC (JHR)
424 Church Street, Suite 2000
Nashville, Tennessee 37219

FOURTH SUPPLEMENT AND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR COVE HOLLOW BAY

This Fourth Supplement and Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Cove Hollow Bay (the "Amendment") is executed and effective on the 5th day of November, 2003 by Waterfront Group, Inc., a Virginia corporation (the "Developer");

WITNESSETH:

WHEREAS, Developer has previously submitted certain property to the Declaration of Protective Covenants, Conditions, and Restrictions for Cove Hollow Bay of record in Record Book 139, page 929, as supplemented by instruments of record in Record Book 158, Page 921 ("First Supplement"), Record Book 162, page 790 ("Second Supplement"), and Record Book 165, page 924 ("Third Supplement"), in the Register's Office for DeKalb County, Tennessee (collectively, the "Declaration");

WHEREAS, Cove Hollow Bay (the "Development") is a residential subdivision presently consisting of 125 Lots in DeKalb County, Tennessee that is more particularly described on the Final Plat for Cove Hollow Bay, of record in Plat Cabinet 1, page 224, in the Register's Office for DeKalb County, Tennessee (the "Phase I Plat") and on the Final Plat of Cove Hollow Bay, Section II, of record in Plat Cabinet 1, pages 244c-226 (the "Phase II Plat");

WHEREAS, pursuant to Article X, Section 2 of the Declaration, the Developer may without the joinder of any Owner amend the Declaration during the Period of Developer Control that has not yet expired;

WHEREAS, the Developer desires to remove Lot Nos. 38 and 40 as shown on the Phase I Plat from the covenants and restrictions of the Declaration and to amend the Phase I Plat so that such Lots will no longer be a part of the Development and may be used for the development of a residential condominium project to be known as Highland Cove Condominiums;

WHEREAS, the Developer desires to amend the use restriction for dock access by non-residents of the Development; and

WHEREAS, defined terms used in the Declaration shall have the same meanings ascribed to them in this Amendment;

NOW THEREFORE, for and in consideration of the premises, the Developer, being empowered so to do, hereby amends the Declaration as follows:

292477.01 5587-0001

1



1. Removal of Lots from Development. The Declaration is amended to remove Lots 38 and 40 as shown on the Phase I Plat from the Development and to make the covenants, restrictions, and encumbrances of the Declaration inapplicable to such Lots from and after the date of this Amendment upon the condition that such Lots shall be used only for the development of a residential condominium project. Lot 40S (previously reserved for use as a disposal Lot in conjunction with Lot 40) shall remain subject to the Declaration and may be used as an individual building Lot subject to the approval of the Division of Ground Water Protection of the Tennessee Department of Environment and Conservation.

2. Amendment to Phase I Plat. The Phase I Plat shall be amended by the Developer to eliminate Lots 38 and 40 therefrom and to redesignate the former disposal Lot 40S as an individual building Lot to be redesignated as Lot 40.

3. Access to Condominium Project. The former Lots 38 and 40 shall no longer have any access through the Common Areas or private roads within the Development except by means of a paved pathway connecting to Bay Drive that may be used for electric golf cart and pedestrian access to the Center Hill Marina at the end of Bay Drive pursuant to Article VI, Section 2(o) of the Declaration. Lot 40S (to be redesignated as Lot 40) shall retain access rights through the Common Areas or private roads within the Development either directly or by means of a private easement across Lot 28 if granted by the Owner of Lot 28.

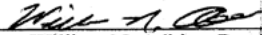
4. Amendment to Article VI, Section 2(o). Article VI, Section 2(o) of the Declaration is hereby amended and restated to read as follows:

Access to Dock by Non-Residents. Rental customers and their guests as well as residents of the residential condominium project adjacent to the Development and their guests who desire to utilize the Center Hill Marina facility and do not have a residence in Cove Hollow Bay shall have access to the parking lot at the end of Bay Drive for access to the Center Hill Marina. Center Hill Marina maintenance vehicles shall also have access to the parking lot.

5. Legal Effect; Ratification. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Declaration or the Plat; and, except as expressly modified or superseded by this Amendment, the terms and provisions of the Declaration and Plat, are ratified and confirmed and shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized officer as of the year and date first above written.

WATERFRONT GROUP, INC.

By: 
William N. Adkins, President

STATE OF TENNESSEE)
COUNTY OF DeKalb)

Before me, Regina Y. Allison, a Notary Public in and for the County and State aforesaid, personally appeared William N. Adkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Waterfront Group, Inc., a Virginia corporation, the within named bargainer, and who further acknowledged that he executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS my hand and seal, at office in Swier Point, Tennessee this 5th day of November, 2003.

Regina Y. Allison
Notary Public

My Commission Expires:

10-22-07



Jeffrey L. McMillen, Register
DeKalb County
Rec. #: 73960 Instrument 120514
Rec'd: 15.00 NBK: 2 Pg 425
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 11/6/2003 at 8:06 am
Total: 17.00 in Record Book
187 Pages 600-602

COVE HOLLOW BAY HOMEOWNERS' ASSOCIATION IMPROVEMENT, SETBACK AND USE RESTRICTIONS APRIL 2004

IMPROVEMENT, SETBACK AND USE RESTRICTIONS

1. Improvement Restrictions. In addition to the requirements of Article V of the Declaration of Covenants, Conditions and Restrictions concerning compliance with the architectural review authority of the Committee, compliance with the General Notes and Septic Notes on the Plat and compliance with all other applicable laws, ordinances, and regulations of governmental agencies, the following restrictions apply to Improvements:
 - a. Combination of Lots and Resubdivision. If one or more contiguous Lots are owned by the same Owner, they may be combined upon the consent of the Developer for the purpose of placing approved Improvements thereon, but they shall retain their status as individual Lots for purposes of voting and Impositions. Individual Lots may not be resubdivided to create a smaller area than originally deeded to an Owner and/or as shown on the Plat.
 - b. Setback Lines. Minimum setback requirements on the Plat shall be observed, but are not intended to create uniformity of appearance, but rather to avoid overcrowding and monotony. Therefore, to the extent possible, it is intended that the setbacks of Improvements be staggered and be used to preserve trees and assure vistas of open areas. The Committee reserves the right to approve the location of each residence upon the Lot within the setback lines and/or building areas established by the Plat, in such manner as it shall deem, in its sole discretion, to be in the best interest of the Development and in furtherance of the goals set forth herein.
 - c. Grading. No Owner shall excavate earth from any of the Lots for any business or commercial purpose and no elevation changes will be permitted which could materially affect the surface grade of the Lot without the consent of the Committee, which must also approve the nature of the earthwork and the manner and methods of installation.

Page Two
Improvement, Setback and Use Restrictions
April 2004

- d. Floor Area of Residence. The total floor area of the main residential structure upon each Lot, exclusive of open porches, patios, breezeways, and attached garages shall contain a minimum of 1,000 square feet of finished living space with a minimum size on the first floor of 700 square feet, excluding garages, carports, storage areas, decks and porches.
- e. Other Structures. No detached garages, carports, barns, storage sheds, swimming pools, tennis courts, guest houses, or other outbuildings shall be constructed or situated on a Lot.
- f. Driveways and Driveway Entrances. The Committee shall approve the location, construction, and types of materials for all driveways and driveway entrances located upon Lots.
- g. Fences and Walls. Fences and walls constructed of materials permitted by the Design Guidelines may be erected along Lot boundaries or within individual Lots for enclosure of yard areas so long as they are at heights and locations approved by the Committee. No boundary wall or patio or courtyard wall shall extend to a height greater than six (6) feet from the ground level unless the Committee so consents. No walls other than retaining walls may be constructed along the street on the front of any Lot unless approved by the Committee, and no retaining wall shall extend to a height greater than three (3) feet above the earth being retained. All retaining walls must be of materials approved by the Committee.
- h. Clotheslines. There shall be no outside clotheslines, clothes hanging devices or the like upon any Lot.
- i. Lighting. No building-mounted floodlights shall be permitted on the front or sides of any Improvement facing a street, and there shall be no exterior lighting visible from any street within the Development (other than porch lights or eave lights), unless otherwise approved by the Committee. Decorative postlights shall be installed only with the prior approval of the Committee. Any walkway, driveway, or landscape lighting shall be of low intensity with light sources concealed from view from any street within the Development. Seasonal decorative lighting shall be permitted only during the holiday season (between Thanksgiving and the following January 7 of each year). Lights installed on the sides and rears of any Improvement must be adjusted so that the rays of any beam or floodlight shall not interfere with the neighboring Lots.

Page Eight
Improvement, Setback and Use Restrictions
April 2004

- j. Watercraft, RVs, Motorcycles. Watercraft and RVs must be stored only in side and rear yard areas or garages and must not be visible from neighboring Lots, streets or Common Areas. No motorcycle, motorbike, motorscooter or recreational all-terrain vehicles shall be permitted to be operated within the Development, except for motorcycles licensed for transportation on public thoroughfares while traveling directly between the Lot where stored or garaged and such public thoroughfares. Such motorcycles may be operated only on the street and must not utilize a muffler system other than manufacturer's stock except to decrease the noise level of the motorcycle.
- k. Codes. Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.
- l. Speed Limit. Any vehicle moving in excess of 25 miles per hour on any street within the Development shall be considered as speeding and the owner or operator thereof shall be subject to any fine levied by the Association.
- m. Dangerous Activities. The pursuit of hobbies or other inherently dangerous activities including without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms (including, without limitation, "B-B" guns, air rifles, pellet guns, and small firearms of all types), fireworks or other pyrotechnic devices of any type or size, bow hunting, and other such activities shall not be allowed upon any Lot or within the Common Areas.

Page Nine
Improvement, Setback and Use Restrictions
April 2004

- n. Dock Facilities. Center Hill Marina has commercial boat mooring slips available at the marina and the slips can be accessed from Bay Drive. Access to these slips shall be by electric golf cart or by legally licensed vehicle designed for roadways in Tennessee and then walking or driving an electric golf cart along the service road to the slips from the parking areas. No motorized carts, four wheelers, etc. are permitted on roadways. Only Lot Owners and their guests are permitted to travel the private roadways within the subdivision with an electric golf cart. Lot Owners agree to hold the Developer, Association, and the Board, Center Hill Marina and Yacht Club, LLC harmless of any liability or injury from use of the golf carts along roadways and dock area.
- o. Access to Dock by Non-Residents. Rental customers and their Guests utilizing the boat slips that do not have a residence in Cove Hollow Bay shall have access to the parking lot at the end of Bay Drive. Center Hill Marina maintenance vehicles shall also have access to the parking lot.
- p. Rules and Regulations. The Directors may establish rules and regulations governing the conduct of Owners as well as their respective families invitees, agents, servants and contractors on the Lots or the Common Areas of the Development to assure that the conduct of such persons meets an acceptable standard and meets acceptable public safety requirements. Such rules and regulations shall be binding following notice of the adoption thereof to Owners.

Page Three
Improvement, Setback and Use Restrictions
April 2004

- j. Mail Boxes. The Association reserves the right to establish a uniform mailbox location system and to provide a uniform mailbox for each Lot. Owners of Lots shall be required to reimburse the Association for its actual cost of such mailboxes and installation cost. (This section will not be applicable to Cove Hollow Bay since there will be a central mailbox system.)
- k. Screening of Mechanical and Storage Areas. Excepting the initial construction period, any and all equipment, air conditioner condensers, propane tanks, garbage cans, woodpiles, refuse or storage piles of any Lot, whether temporary or permanent, shall be screened to conceal the same from the view of the neighboring Lots, roads, or Common Areas, with the plans for any screening fences and/or landscaping being approved by the Committee. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected on any Lot. Refuse shall not be placed even temporarily along the roadside adjacent to any Lot but must be stored in the above described manner while awaiting pickup.
- l. Landscaping: No trees shall be removed from a Lot without the prior approval of the Committee.
- m. Outside Recreation Equipment: Outside recreation equipment may be placed upon any Lot so long as (i) the equipment is located within the rear yard area, (ii) such equipment is not visible for any street within the Development, and (iii) the design and location is approved by the Committee prior to installation. It is understood that the Committee may, without limitation, require screening with landscaping, fences or walls. For the purpose of this paragraph, outside recreation equipment shall include swings, slides, trampolines, playhouses, basketball goals and similar equipment or structures.
- n. Signs. No sign, billboard or poster of any kind of a permanent nature shall be erected, exhibited, maintained or placed upon any Lot. Temporary signs of wood or metal construction, not exceeding a maximum face area of three (3) square feet, such as "For Sale" signs, shall be permitted so long as (i) there shall be no more than one (1) sign per Lot, (ii) no such sign shall be placed outside of the Lot within any street right-a-way, common open space or Lot owned by other persons, and (iii) signs comply with such regulations that may be adopted by the Committee from time to time. The Association shall have the right to erect reasonable and appropriate signs for its own use and the use of other parties engaged in the construction and sale of Improvements on Lots within the Development.



Page Four
Improvement, Setback and Use Restrictions
April 2004

- o. Antennae. No transmitting or receiving equipment (antennas or dishes) for radio, television or communications may be located on the exterior of any Improvement or on the Lot without the consent of the Committee, and in no event may such equipment be in the front of any Lot or be visible from the roads. The specific location and color of such equipment must be approved by the Committee.
- p. Setbacks. No structure other than a fence may be built within fifteen (15) feet of any side Lot line. A front building setback of fifteen (15) feet on Bay View Drive and twenty (20) feet on all other streets must be observed. All fencing must be placed outside of the roadway and utility easements as shown on the Plat. Setback limits may be adjusted or waived at the discretion of the Committee.
- q. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved fifteen (15) feet in width along side Lot lines and along Lot lines joining any road or street in the Association. In addition, all lots are subject to such easements, setbacks and road rights-of-way as shown on the Plat.
- r. Ingress/Egress. No Lot shall be used for ingress and egress to any properties not part of this Development. The Association reserves unto itself the right to use any Lot prior to being sold to a third party for ingress and egress to any other adjoining property.
- s. Paired Lots. Lots that are sold in pairs to provide approved primary and duplicate SSD system in addition to the primary building Lot must remain in pairs until such time that a sewage treatment plant or approved disposal system is provided for lots that are not suitable for a disposal system.
- t. Sewage Lines. Sewage pumping lines shall be installed from the Lot to the primary and duplicate sewage disposal Lot. However, Lot Owners shall be responsible for the maintenance and upkeep of these lines once they are installed. In the event of a leak in the pumping lines where several lines are installed in one trench, the leak shall be investigated and the ditch opened to determine the source of the leak by the Association. All lines are color-coded to identify the lines belonging to individual lots and the lines that have the leak shall be repaired at the expense of the Association if there is a leak in the line installed by the Developer or the Association. If a leak occurs in an area or length of line that has been installed by the Lot Owner or contractor/agent of the Lot Owner, the cost of the repair shall be the Lot Owner's sole responsibility.



Page Five

Improvement, Setback and Use Restrictions

April 2004

- u. Rights-of-way. The rights-of-way for all roads as shown on the Plat are deemed important to the beauty and substantial development of the Development, and the use and full width of the right-a-way is encouraged so as to continue the development of a broad and open thoroughfare. Owners are hereby restricted and prohibited from placing within this easement/right-a-way any fence, post of any other obstruction to the clear and free mowing and other uses, in the same manner as any other public road right-a-way. Further, it is reserved to the Association the right to remove from the easement/right-a-way by their own action and initiative any such obstruction that may exist now or in the future, whether natural growth or installation.
- v. Lake Side Lots. The property which lies between the lake side property of Lots and Center Hill Lake is owned by the U.S. Army Corps of Engineers, and said property is designated as an area to be undisturbed and shall be left and continued in such condition as complies with the pre-existing condition and neither the Association nor any Owner, including owners of the lake view Lots, shall take any action contrary to such preserved status.

2. Use Restrictions.

- (a) Residential Use. Each Lot shall be used only for private, single-family residential purposes consistent with the Declaration of Covenants, Conditions and Restrictions, and not otherwise. The Development is not a campground. No camping in any form will be permitted in the Development.
- (b) Nuisance. Each Owner shall refrain from any act or use of his Lot that could reasonably cause embarrassment, discomfort or annoyance to the neighborhood or create a nuisance. No noxious, offensive or illegal activity shall be carried out upon any Lot. No Owner shall commit waste upon any Lot within the Development.
- (c) Prohibited Structures. There shall be no single wide mobile homes/manufactured homes, no double wide homes/manufactured homes, no modular homes/buildings or buses or any RV with kitchen or bath facilities situated on any Lot as a residence or for storage, either temporarily or permanently.

Page Six
Improvement, Setback and Use Restrictions
April 2004

- (d) Damaged Improvements. In case of complete or partial destruction of any structure by fire, windstorm or other cause, said structure must be rebuilt and the debris removed from the premises within six (6) months of the occurrence.
- (e) Vehicles. No motorized vehicle or equipment of any nature shall be situated upon this property except in enclosed storage unless such is a vehicle that is currently licensed and maintained in proper condition for lawful operation upon the highways of the State of Tennessee. All vehicles must be parked in garages or driveway areas and may not be parked on grass or yard areas, except when entertaining. No wrecked vehicle or vehicles in a non-functional condition or vehicles without proper registration shall be parked on any Lot or upon any of the Common Areas. No Owner shall permit any vehicle (operable or inoperable) owned by such Owner or by any person occupying his Improvements or by any guest or invitee of such Owner to remain parked on any street with the Development for a period of more than twenty-four (24) consecutive hours. Any vehicle which remains parked on the street in violation of the foregoing covenant, or in violation of any other rules and regulations now or hereafter adopted by the Board, may be towed at the expense of the Owner of such vehicle or the Lot Owner of the adjacent to which such vehicle was parked. Neither the Association, nor the Board shall be liable to the owner of such vehicle for trespass, conversion, or otherwise, not be guilty of any criminal act by reason of such towing, and neither the removal nor the failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind. The term "vehicle" is used herein, shall include, without limitation, motorhomes, watercraft, trailers, motorcycles, scooters, trucks, all terrain vehicles, campers, buses and automobiles.



Page Seven
Improvement, Setback and Use Restrictions
April 2004

- f. Animals. No horses, cows, pigs, sheep, goats or other such farm animals shall be permitted within the Development. Household pets shall be permitted to the extent they do not become a nuisance to neighboring Owners. No pets shall be permitted outside the boundaries of the Owner's Lot unless accompanied by their owners and/or on a leash. The Board, or any individual resident, may take appropriate measures to insure compliance with this provision, including without limitation, having the animal picked up by the appropriate governmental authorities.
- g. Noise. No Owner shall cause or allow any use of his Lot that results in noise which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs whose loud and frequent barking, whining or howling disturbs others Lot Owners, exterior music systems or public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lot.
- h. Burning. No Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust or gasses as to interfere with the use and enjoyment by other Owners of their lots. Burning of leaves or refuse shall not be permitted within the Development without approval of local governing authorities.
- i. Home Businesses. No house or other structure on any Lot other than the Developer's sales office, shall be used for any business purpose that involves employment of personnel other than residents of the Improvements or in-person, on-Lot sales involving non-residents. A home based Internet business may be conducted within a residence, provided that deliveries to the residence do not exceed two (2) UPS, Federal Express or similar express carries per day. No advertisement of any kind will be permitted on any Lot for a home-based business. No Lot or residence shall be used for a public meeting facility for a club, church, sports exhibition, etc., whether for profit or nonprofit, provided, however, this restriction is not intended to prevent an Owners from using his property for social, religious, or sporting activities that are normal and usual in private dwellings.

COVE HOLLOW BAY HOMEOWNERS' ASSOCIATION IMPROVEMENT, SETBACK AND USE RESTRICTIONS APRIL 2004

IMPROVEMENT, SETBACK AND USE RESTRICTIONS

1. Improvement Restrictions. In addition to the requirements of Article V of the Declaration of Covenants, Conditions and Restrictions concerning compliance with the architectural review authority of the Committee, compliance with the General Notes and Septic Notes on the Plat and compliance with all other applicable laws, ordinances, and regulations of governmental agencies, the following restrictions apply to Improvements:
 - a. Combination of Lots and Resubdivision. If one or more contiguous Lots are owned by the same Owner, they may be combined upon the consent of the Developer for the purpose of placing approved Improvements thereon, but they shall retain their status as individual Lots for purposes of voting and Impositions. Individual Lots may not be resubdivided to create a smaller area than originally deceded to an Owner and/or as shown on the Plat.
 - b. Setback Lines. Minimum setback requirements on the Plat shall be observed, but are not intended to create uniformity of appearance, but rather to avoid overcrowding and monotony. Therefore, to the extent possible, it is intended that the setbacks of Improvements be staggered and be used to preserve trees and assure vistas of open areas. The Committee reserves the right to approve the location of each residence upon the Lot within the setback lines and/or building areas established by the Plat, in such manner as it shall deem, in its sole discretion, to be in the best interest of the Development and in furtherance of the goals set forth herein.
 - c. Grading. No Owner shall excavate earth from any of the Lots for any business or commercial purpose and no elevation changes will be permitted which could materially affect the surface grade of the Lot without the consent of the Committee, which must also approve the nature of the earthwork and the manner and methods of installation.

Page Two
Improvement, Setback and Use Restrictions
April 2004

- d. Floor Area of Residence. The total floor area of the main residential structure upon each Lot, exclusive of open porches, patios, breezeways, and attached garages shall contain a minimum of 1,000 square feet of finished living space with a minimum size on the first floor of 700 square feet, excluding garages, carports, storage areas, decks and porches.
- e. Other Structures. No detached garages, carports, barns, storage sheds, swimming pools, tennis courts, guest houses, or other outbuildings shall be constructed or situated on a Lot.
- f. Driveways and Driveway Entrances. The Committee shall approve the location, construction, and types of materials for all driveways and driveway entrances located upon Lots.
- g. Fences and Walls. Fences and walls constructed of materials permitted by the Design Guidelines may be erected along Lot boundaries or within individual Lots for enclosure of yard areas so long as they are at heights and locations approved by the Committee. No boundary wall or patio or courtyard wall shall extend to a height greater than six (6) feet from the ground level unless the Committee so consents. No walls other than retaining walls may be constructed along the street on the front of any Lot unless approved by the Committee, and no retaining wall shall extend to a height greater than three (3) feet above the earth being retained. All retaining walls must be of materials approved by the Committee.
- h. Clotheslines. There shall be no outside clotheslines, clothes hanging devices or the like upon any Lot.
- i. Lighting. No building-mounted floodlights shall be permitted on the front or sides of any Improvement facing a street, and there shall be no exterior lighting visible from any street within the Development (other than porch lights or cave lights), unless otherwise approved by the Committee. Decorative postlights shall be installed only with the prior approval of the Committee. Any walkway, driveway, or landscape lighting shall be of low intensity with light sources concealed from view from any street within the Development. Seasonal decorative lighting shall be permitted only during the holiday season (between Thanksgiving and the following January 7 of each year). Lights installed on the sides and rears of any Improvement must be adjusted so that the rays of any beam or floodlight shall not interfere with the neighboring Lots.

Page Eight
Improvement, Setback and Use Restrictions
April 2004

- j. Watercraft, RVs, Motorcycles. Watercraft and RVs must be stored only in side and rear yard areas or garages and must not be visible from neighboring Lots, streets or Common Areas. No motorcycle, motorbike, motorscooter or recreational all-terrain vehicles shall be permitted to be operated within the Development, except for motorcycles licensed for transportation on public thoroughfares while traveling directly between the Lot where stored or garaged and such public thoroughfares. Such motorcycles may be operated only on the street and must not utilize a muffler system other than manufacturer's stock except to decrease the noise level of the motorcycle.
- k. Codes. Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.
- l. Speed Limit. Any vehicle moving in excess of 25 miles per hour on any street within the Development shall be considered as speeding and the owner or operator thereof shall be subject to any fine levied by the Association.
- m. Dangerous Activities. The pursuit of hobbies or other inherently dangerous activities including without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms (including, without limitation, "B-B" guns, air rifles, pellet guns, and small firearms of all types), fireworks or other pyrotechnic devices of any type or size, bow hunting, and other such activities shall not be allowed upon any Lot or within the Common Areas.

Page Nine
Improvement, Setback and Use Restrictions
April 2004

- n. Dock Facilities. Center Hill Marina has commercial boat mooring slips available at the marina and the slips can be accessed from Bay Drive. Access to these slips shall be by electric golf cart or by legally licensed vehicle designed for roadways in Tennessee and then walking or driving an electric golf cart along the service road to the slips from the parking areas. No motorized carts, four wheelers, etc. are permitted on roadways. Only Lot Owners and their guests are permitted to travel the private roadways within the subdivision with an electric golf cart. Lot Owners agree to hold the Developer, Association, and the Board, Center Hill Marina and Yacht Club, LLC harmless of any liability or injury from use of the golf carts along roadways and dock area.
- o. Access to Dock by Non-Residents. Rental customers and their Guests utilizing the boat slips that do not have a residence in Cove Hollow Bay shall have access to the parking lot at the end of Bay Drive. Center Hill Marina maintenance vehicles shall also have access to the parking lot.
- p. Rules and Regulations. The Directors may establish rules and regulations governing the conduct of Owners as well as their respective families invitees, agents, servants and contractors on the Lots or the Common Areas of the Development to assure that the conduct of such persons meets an acceptable standard and meets acceptable public safety requirements. Such rules and regulations shall be binding following notice of the adoption thereof to Owners.

Page Three
Improvement, Setback and Use Restrictions
April 2004

- j. Mail Boxes. The Association reserves the right to establish a uniform mailbox location system and to provide a uniform mailbox for each Lot. Owners of Lots shall be required to reimburse the Association for its actual cost of such mailboxes and installation cost. (This section will not be applicable to Cove Hollow Bay since there will be a central mailbox system.)
- k. Screening of Mechanical and Storage Areas. Excepting the initial construction period, any and all equipment, air conditioner condensers, propane tanks, garbage cans, woodpiles, refuse or storage piles of any Lot, whether temporary or permanent, shall be screened to conceal the same from the view of the neighboring Lots, roads, or Common Areas, with the plans for any screening fences and/or landscaping being approved by the Committee. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected on any Lot. Refuse shall not be placed even temporarily along the roadside adjacent to any Lot but must be stored in the above described manner while awaiting pickup.
- l. Landscaping: No trees shall be removed from a Lot without the prior approval of the Committee.
- m. Outside Recreation Equipment: Outside recreation equipment may be placed upon any Lot so long as (i) the equipment is located within the rear yard area, (ii) such equipment is not visible for any street within the Development, and (iii) the design and location is approved by the Committee prior to installation. It is understood that the Committee may, without limitation, require screening with landscaping, fences or walls. For the purpose of this paragraph, outside recreation equipment shall include swings, slides, trampolines, playhouses, basketball goals and similar equipment or structures.
- n. Signs. No sign, billboard or poster of any kind of a permanent nature shall be erected, exhibited, maintained or placed upon any Lot. Temporary signs of wood or metal construction, not exceeding a maximum face area of three (3) square feet, such as "For Sale" signs, shall be permitted so long as (i) there shall be no more than one (1) sign per Lot, (ii) no such sign shall be placed outside of the Lot within any street right-a-way, common open space or Lot owned by other persons, and (iii) signs comply with such regulations that may be adopted by the Committee from time to time. The Association shall have the right to erect reasonable and appropriate signs for its own use and the use of other parties engaged in the construction and sale of Improvements on Lots within the Development.

Page Four
Improvement, Setback and Use Restrictions
April 2004

- o. Antennae. No transmitting or receiving equipment (antennas or dishes) for radio, television or communications may be located on the exterior of any Improvement or on the Lot without the consent of the Committee, and in no event may such equipment be in the front of any Lot or be visible from the roads. The specific location and color of such equipment must be approved by the Committee.
- p. Setbacks. No structure other than a fence may be built within fifteen (15) feet of any side Lot line. A front building setback of fifteen (15) feet on Bay View Drive and twenty (20) feet on all other streets must be observed. All fencing must be placed outside of the roadway and utility easements as shown on the Plat. Setback limits may be adjusted or waived at the discretion of the Committee.
- q. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved fifteen (15) feet in width along side Lot lines and along Lot lines joining any road or street in the Association. In addition, all lots are subject to such easements, setbacks and road rights-of-way as shown on the Plat.
- r. Ingress/Egress. No Lot shall be used for ingress and egress to any properties not part of this Development. The Association reserves unto itself the right to use any Lot prior to being sold to a third party for ingress and egress to any other adjoining property.
- s. Paired Lots. Lots that are sold in pairs to provide approved primary and duplicate SSD system in addition to the primary building Lot must remain in pairs until such time that a sewage treatment plant or approved disposal system is provided for lots that are not suitable for a disposal system.
- t. Sewage Lines. Sewage pumping lines shall be installed from the Lot to the primary and duplicate sewage disposal Lot. However, Lot Owners shall be responsible for the maintenance and upkeep of these lines once they are installed. In the event of a leak in the pumping lines where several lines are installed in one trench, the leak shall be investigated and the ditch opened to determine the source of the leak by the Association. All lines are color-coded to identify the lines belonging to individual lots and the lines that have the leak shall be repaired at the expense of the Association if there is a leak in the line installed by the Developer or the Association. If a leak occurs in an area or length of line that has been installed by the Lot Owner or contractor/agent of the Lot Owner, the cost of the repair shall be the Lot Owner's sole responsibility.

Page Five
Improvement, Setback and Use Restrictions
April 2004

- u. Rights-of-way. The rights-of-way for all roads as shown on the Plat are deemed important to the beauty and substantial development of the Development, and the use and full width of the right-a-way is encouraged so as to continue the development of a broad and open thoroughfare. Owners are hereby restricted and prohibited from placing within this easement/right-a-way any fence, post of any other obstruction to the clear and free mowing and other uses, in the same manner as any other public road right-a-way. Further, it is reserved to the Association the right to remove from the easement/right-a-way by their own action and initiative any such obstruction that may exist now or in the future, whether natural growth or installation.
 - v. Lake Side Lots. The property which lies between the lake side property of Lots and Center Hill Lake is owned by the U.S. Army Corps of Engineers, and said property is designated as an area to be undisturbed and shall be left and continued in such condition as complies with the pre-existing condition and neither the Association nor any Owner, including owners of the lake view Lots, shall take any action contrary to such preserved status.
2. Use Restrictions.
- (a) Residential Use. Each Lot shall be used only for private, single-family residential purposes consistent with the Declaration of Covenants, Conditions and Restrictions, and not otherwise. The Development is not a campground. No camping in any form will be permitted in the Development.
 - (b) Nuisance. Each Owner shall refrain from any act or use of his Lot that could reasonably cause embarrassment, discomfort or annoyance to the neighborhood or create a nuisance. No noxious, offensive or illegal activity shall be carried out upon any Lot. No Owner shall commit waste upon any Lot within the Development.
 - (c) Prohibited Structures. There shall be no single wide mobile homes/manufactured homes, no double wide homes/manufactured homes, no modular homes/buildings or buses or any RV with kitchen or bath facilities situated on any Lot as a residence or for storage, either temporarily or permanently.

Page Six
Improvement, Setback and Use Restrictions
April 2004

- (d) Damaged Improvements. In case of complete or partial destruction of any structure by fire, windstorm or other cause, said structure must be rebuilt and the debris removed from the premises within six (6) months of the occurrence.

- (e) Vehicles. No motorized vehicle or equipment of any nature shall be situated upon this property except in enclosed storage unless such is a vehicle that is currently licensed and maintained in proper condition for lawful operation upon the highways of the State of Tennessee. All vehicles must be parked in garages or driveway areas and may not be parked on grass or yard areas, except when entertaining. No wrecked vehicle or vehicles in a non-functional condition or vehicles without proper registration shall be parked on any Lot or upon any of the Common Areas. No Owner shall permit any vehicle (operable or inoperable) owned by such Owner or by any person occupying his Improvements or by any guest or invitee of such Owner to remain parked on any street with the Development for a period of more than twenty-four (24) consecutive hours. Any vehicle which remains parked on the street in violation of the foregoing covenant, or in violation of any other rules and regulations now or hereafter adopted by the Board, may be towed at the expense of the Owner of such vehicle or the Lot Owner of the adjacent to which such vehicle was parked. Neither the Association, nor the Board shall be liable to the owner of such vehicle for trespass, conversion, or otherwise, not be guilty of any criminal act by reason of such towing, and neither the removal nor the failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind. The term "vehicle" is used herein, shall include, without limitation, motorhomes, watercraft, trailers, motorcycles, scooters, trucks, all terrain vehicles, campers, buses and automobiles.

Page Seven
Improvement, Setback and Use Restrictions
April 2004

- f. Animals. No horses, cows, pigs, sheep, goats or other such farm animals shall be permitted within the Development. Household pets shall be permitted to the extent they do not become a nuisance to neighboring Owners. No pets shall be permitted outside the boundaries of the Owner's Lot unless accompanied by their owners and/or on a leash. The Board, or any individual resident, may take appropriate measures to insure compliance with this provision, including without limitation, having the animal picked up by the appropriate governmental authorities.
- g. Noise. No Owner shall cause or allow any use of his Lot that results in noise which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs whose loud and frequent barking, whining or howling disturbs others Lot Owners, exterior music systems or public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lot.
- h. Burning. No Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust or gasses as to interfere with the use and enjoyment by other Owners of their lots. Burning of leaves or refuse shall not be permitted within the Development without approval of local governing authorities.
- i. Home Businesses. No house or other structure on any Lot other than the Developer's sales office, shall be used for any business purpose that involves employment of personnel other than residents of the Improvements or in-person, on-Lot sales involving non-residents. A home based Internet business may be conducted within a residence, provided that deliveries to the residence do not exceed two (2) UPS, Federal Express or similar express carries per day. No advertisement of any kind will be permitted on any Lot for a home-based business. No Lot or residence shall be used for a public meeting facility for a club, church, sports exhibition, etc., whether for profit or nonprofit, provided, however, this restriction is not intended to prevent an Owners from using his property for social, religious, or sporting activities that are normal and usual in private dwellings.

Second Supplement to Restrictions



Page 790

This instrument prepared by:
Sherrard & Roe, PLC (JHR)
424 Church Street, Suite 2000
Nashville, Tennessee 37219

SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR COVE HOLLOW BAY

This Second Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Cove Hollow Bay (the "Supplemental Declaration") is made and entered into on the 14 day of OCTOBER, 2002;

WITNESSETH:

WHEREAS, Cove Hollow Bay (the "Development") is a residential subdivision consisting of 125 Lots in DeKalb County, Tennessee that is more particularly described in the Final Plat for Cove Hollow Bay of record in Plat Cabinet 1, page 224, in the Register's Office for DeKalb County, Tennessee (the "Section I Plat"), and Final Plat of Cove Hollow Bay, Section II, of record in Plat Cabinet 1, pages 224C-226 (the "Section II Plat"), in said Register's Office;

WHEREAS, Waterfront Group, Inc., a Virginia corporation, ("Developer") has previously submitted the Development to the Declaration of Protective Covenants, Conditions, and Restrictions for Cove Hollow Bay of record in Record Book 139, page 929, in the Register's Office for DeKalb County, Tennessee, as supplemented by the First Supplemental Declaration of record in Record Book 158, Page 921, in said Register's Office (collectively, the "Declaration");

WHEREAS, pursuant to Article X, Section 2 of the Declaration, the Developer has reserved the right to amend the Declaration unilaterally during the period of Developer Control, which has not expired;

WHEREAS, defined terms used in the Declaration shall have the same meanings ascribed to them in this Second Supplemental Declaration;

WHEREAS, the Developer desires to amend certain provisions of the Declaration to provide for the establishment and maintenance of a subsurface sewage disposal system serving certain Lots in compliance with the rules, regulations, and guidelines promulgated by the Division of Groundwater Protection of the Tennessee Department of Environment and Conservation;

WHEREAS, the Developer, the Association and the Division, as the case may be, have entered into certain Agreements relative to the system as follows:

Agreement for the Development, Maintenance and Operation of a Sewage Collection Subsurface Disposal System, of record in Book 162, page 785, in the Register's Office for DeKalb County, Tennessee (the "Sewage Agreement");

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The Facilitator Agreement for Cove Hollow Bay, Section II, dated OCT 3, 2002 not of record (the "Facilitator Agreement");

WHEREAS, the Developer has signed and filed a Charter for the Cove Hollow Bay Homeowner's Association, Inc. with the Secretary of State of Tennessee that is of record in Book 162, page 781, in the Register's Office for DeKalb County, Tennessee (the "Charter");

WHEREAS, all of the easements, restrictions, agreements, covenants and conditions of the Declaration, as supplemented hereby, are for the purpose of protecting the value, safety of desirability of the affected property, shall run with title to the real property, and shall be binding upon all parties having any right, title or interest in such properties as well as their heirs, successors and assigns;

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Developer, being empowered so to do, hereby amends the Declaration as follows:

1. Correction of Reference to Phase II Plat. All references to the Phase II Plat or "Phase II" in the First Supplemental Declaration of record in Record Book 158, page 921, in the Register's Office for DeKalb County, Tennessee, are hereby amended to reference the Plat for Cove Hollow Bay, Section II, of record in Plat Cabinet 1, pages 224C-226 in said the Register's Office for DeKalb County, Tennessee and to substitute "Section II Plat" for "Phase II Plat" or "Section II" wherever such phrases appear.

2. Amendment and Restatement of Article I, Section 26. Article I, Section 26 of the Declaration is amended and restated in its entirety to read as follows:

26. "SSD Areas" shall mean the areas designated as SSD Areas on the Plat reserved to be used for the installation of the primary and duplicate sub-surface sewage disposal system that will not be used for any purpose that would conflict with the regulations governing sub-surface sewage disposal in DeKalb County or in the State of Tennessee. Such SSD Areas include the Drainfield Easement Area (whether or not marked on the plat as an SSD area) and Drainfield Reserve Area, shown on plat and serving Lots 7, 8, 15-18, and 44. Modification of SSD Areas must be approved by the Division of Ground Water Protection of the DeKalb County Health Department.

3. Amendment and Restatement of Article VI, Section 1, subparagraph t. Article VI, Section 1, subparagraph t of the Declaration is amended and restated in its entirety to read as follows:

t. Sewage Lines and Facilities Serving Certain Lots. The following provisions shall be applicable to sewage facilities serving certain Lots in Phase I and Section II, respectively:

(1) Within Phase I, sewage pumping lines shall be installed from certain Lots to SSD Areas. Lot Owners of the affected Lots shall be responsible for the maintenance and upkeep of these lines once they are installed. In the event of a leak in the pumping lines where several lines are installed in one trench, the leak shall be investigated and the ditch opened to determine the source of the leak by the Association. All lines are color coded to identify the lines belonging to individual Lots and the lines that have the leak shall be repaired at the expense of the



Association if there is a leak in the line installed by the Developer of the Association. If the leak occurs in an area or length of line that is installed by the Lot Owner or contractor/agent of the Lot Owner, the cost of repair shall be Lot Owner's sole responsibility. The cost of maintenance and utilities for pumps serving such lines shall be borne equally by the Lot Owners whose lines are then being served by such facilities, and any capital cost for the replacement of such facilities shall be borne equally by all Lot Owners whose Lots can be benefited thereby, regardless of whether then being utilized by such Lot Owners. The Association shall be responsible for providing utilities and making the necessary repairs or replacements, as the case may be, and billing the cost to the appropriate Lot Owners.

(2) Within Section II, Lot Nos. 7-8, 15-18, and 44 (the "Section II SSD Lots") are served by a common sewage disposal line from such Lots to the SSD Area that includes a dousing tank, pump, and leach lines connected thereto for the purpose of effecting sewage disposal from these Lots. The cost of periodic maintenance, replacements and utilities for such facilities shall be borne equally by the Lot Owners whose Lots are then being served by such common facilities. The cost of capital expenditures for the improvement of such common facilities shall be borne equally by all of the above listed Lot Owners whose properties can be benefited by such common facilities, regardless of whether then being utilized by such Lot Owners. The Association shall be responsible for providing utilities and making the necessary repairs or replacements, as the case may be, and billing the cost to the appropriate Lot Owners. The Association shall establish a separate sinking fund for periodic repairs and replacements and assess the Section II SSD Lot Owners for this cost.

(3) Any costs billed by the Association to Lot Owners pursuant to subparagraphs (1) or (2) of this subparagraph shall be deemed Impositions under this Declaration secured and payable as prescribed in Article IV, Section 8 hereof. The assessments levied pursuant to this subparagraph (3) shall be used exclusively for the improvement, maintenance, and operation of sewerage collection and subsurface disposal systems serving the Lots assessed therefor and shall be deposited in a separate fund to be used exclusively to fund such costs. In respect the Section II SSD Lots, all such assessments shall in addition be subject to the terms of the Maintenance and Operation Agreement. The Association may suspend the right of a Lot Owner to use the common sewage disposal facilities for any period during which any assessment against such Lot Owner pursuant to this subparagraph (3) remains unpaid.

(4) The owners of the Section II SSD Lots shall have a right to the use and enjoyment of the SSD areas serving such lots for use as a Subsurface Sewage System. Such easement rights shall be appurtenant to and pass with title to the Section II SSD lots. The Association shall have the right to dedicate or transfer all or any part of the SSD Areas serving the Section II SSD Lots to any public agency, authority or utility for such purposes and subject to such conditions as may agreed upon by at least two-thirds (2/3) of the Section II SSD Lot Owners.

(5) The Director of the Tennessee Department of Environment and Conservation, Division of Groundwater Protection, may make a special assessment against any of the Section II SSD Lots or Owners thereof, to correct any deficiency



and/or health hazard concerning the common sewage collection and subsurface disposal systems serving the Section II SSD Lots, provided the Association has failed to comply with the directives of the division in a timely fashion. The Director shall have the authority, pursuant to such assessment to place and record a lien in favor of the Division upon any Section II SSD Lot whose Owner is delinquent in payment and to have such Lot sold if required to satisfy this debt if, in his discretion, such debt or lien is not timely satisfied. Whether compliance with said directives has been achieved in a timely manner shall be a judgment in the discretion of the Division. Whether or not a special levy is required, it is the duty and responsibility of the Association to implement the directives of the Division in respect of the common sewage facilities serving the Section II SSD lots.

4. Amendment of Article IV, Section 1, by Addition of Subparagraph w. Article IV, Section 1, shall be amended by adding the following subparagraph w:

w. Restriction of Usage of SSD Areas. No building, structure or other improvements shall be placed on above any part of the SSD Areas. The SSD Areas shall not be paved or otherwise covered over, nor shall the SSD Areas be used as a parking area, as such uses can damage the suitability of the soil the system. The SSD Areas shall remain a grass or otherwise vegetated area.

5. Legal Effect; Ratification. The terms and provisions set forth in this Second Supplemental Declaration shall modify and supersede all inconsistent terms and provisions set forth in the Declaration; and, except as expressly modified or superseded by this Second Supplemental Declaration, the terms and provisions of the Declaration, are ratified and confirmed and shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized officer as of the year and date first above written.

WATERFRONT GROUP, INC.

By: William N. Adkins
William N. Adkins, President

Page 793

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4

Second Supplement to Restrictions



Page 794

STATE OF TENNESSEE)
COUNTY OF DeKalb)

Before me, Gail Ferguson, a Notary Public in and for the County and State aforesaid, personally appeared William N. Adkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Waterfront Group, Inc., a Virginia corporation, the within named bargainor, and who further acknowledged that he executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS my hand and seal, at office in DeKalb, Tennessee this 14th day of October, 2002.

Gail Ferguson
Notary Public



My Commission Expires:

7/30/04

Jeffrey L. McMillen, Register
DeKalb County
Rec #: 69475 Instrument 114621
Rec'd: 25.00 NBK: 2 Pg 17
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 10/16/2002 at 12:07 pm
Total: 27.00 in Record Book
162 Pages 790-794

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Tax Information



Thursday, April 15, 2021

LOCATION

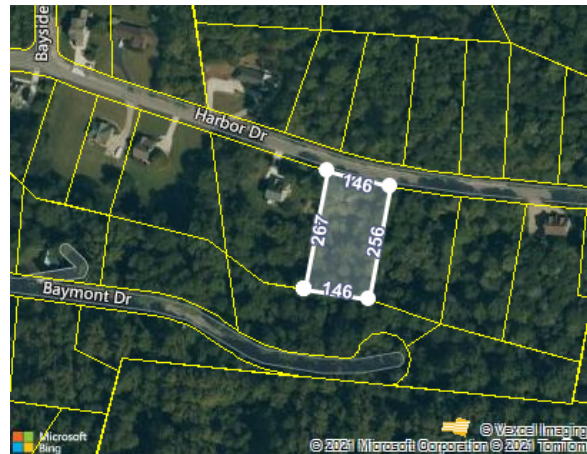
Property Address	Harbor Dr TN
Subdivision	Cove Hollow Bay Phase II
County	Dekalb County, TN

PROPERTY SUMMARY

Property Type	Residential
Land Use	
Improvement Type	
Square Feet	

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	019L A 149.00 000
Special Int	000
Alternate Parcel ID	
Land Map	019K
District/Ward	15
2010 Census Trct/Blk	9203/4
Assessor Roll Year	2019



CURRENT OWNER

Name	McKinnon James Melvin McKinnon And Donald McKinnon
Mailing Address	3100 Floyd Rd College Grove, TN 37046-4107

SCHOOL INFORMATION

These are the closest schools to the property

Northside Elementary School	8.0 mi
Elementary: 2 to 5	Distance
Dekalb Middle School	7.0 mi
Middle: 6 to 8	Distance
Dekalb West Elementary School	8.1 mi
Primary Middle: Pre K to 8	Distance
De Kalb County High School	7.1 mi
High: 9 to 12	Distance

SALES HISTORY THROUGH 04/06/2021

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
12/13/2018		McKinnon James Melvin McKinnon And Donald McKinnon	McKinnon James And Melvin McKinnon And Donald McKi	Quit Claim Deed		438/717
12/13/2018		McKinnon James And Melvin McKinnon Lawson Beverly B And Donald McKi		Quit Claim Deed		438/713
6/12/2003	\$51,850	Lawson Beverly B		Warranty Deed		177/713
10/16/2001		Waterfront Group Inc			100	141/890

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2019	Assessment Year	2019		

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Information Deemed Reliable But Not Guaranteed.



Tax Information



Property Report for HARBOR DR. cont.

Appraised Land	\$45,000	Assessed Land		Dekalb	2.1235
Appraised Improvements		Assessed Improvements			
Total Tax Appraisal	\$45,000	Total Assessment	\$11,250		
		Exempt Amount			
		Exempt Reason			

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019		\$238.89	\$238.89
2018		\$206.27	\$206.27
2017		\$206.27	\$206.27
2016		\$206.27	\$206.27
2015		\$200.25	\$200.25
2014		\$182.25	\$182.25
2013		\$182.25	\$182.25

MORTGAGE HISTORY

No mortgages were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

No Buildings were found for this parcel.

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use		Lot Dimensions	145.90X256.10
Block/Lot	/50	Lot Square Feet	
Latitude/Longitude	36.069526°/-85.871703°	Acreage	

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Public - Natural Gas	Road Type	Paved
Electric Source	Public	Topography	Rolling
Water Source	Public	District Trend	Stable
Sewer Source	Individual	Special School District 1	
Zoning Code		Special School District 2	
Owner Type			

LEGAL DESCRIPTION

Subdivision	Cove Hollow Bay Phase II	Plat Book/Page	1/224C
Block/Lot	/50	District/Ward	15

Description

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47041C0100C	04/19/2010

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Information Deemed Reliable But Not Guaranteed.



Third Supplement to Restrictions



Page 924

This instrument prepared by:
Sherrard & Roe, PLC (JHR)
424 Church Street, Suite 2000
Nashville, Tennessee 37219

THIRD SUPPLEMENTAL DECLARATION TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR COVE HOLLOW BAY

This Third Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Cove Hollow Bay (the "Supplemental Declaration") is made and entered into on the 11th day of December, 2002;

WITNESSETH:

WHEREAS, Cove Hollow Bay (the "Development") is a residential subdivision consisting of 125 Lots in DeKalb County, Tennessee that is more particularly described in the Plat of Cove Hollow Bay Subdivision, Phase I, of record in Plat Cabinet 1, page 224, in the Register's Office for DeKalb County, Tennessee, and Cove Hollow Bay Subdivision, Section Two, of record in Plat Cabinet 1, pages 224C-226 (the "Section Two Plat"), in said Register's Office;

WHEREAS, Waterfront Group, Inc., a Virginia corporation, ("Developer") has previously submitted the Development to the Declaration of Protective Covenants, Conditions, and Restrictions for Cove Hollow Bay of record in Record Book 139, page 929, in the Register's Office for DeKalb County, Tennessee, as supplemented by the First Supplemental Declaration of record in Record Book 158, Page 921, in said Register's Office, and by the Second Supplemental Declaration of record in Record Book 162, page 790, in said Register's Office (collectively, the "Declaration");

WHEREAS, pursuant to Article II, Section 2 of the Declaration, the filing of record of one or more Supplementary Declarations in respect to the extension of the Development to Additional Properties or additional Lots to be subject to the Declaration is required;

WHEREAS, pursuant to Article X, Section 2 of the Declaration, the Developer has reserved the right to amend the Declaration unilaterally during the period of Developer Control, which has not expired;

WHEREAS, the annexation of the Additional Property adjacent to Bayside Drive denominated as 5.397 acres of Remaining Land on the Section Two Plat as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference and known as The Village at Cove Hollow Bay Cabiminiums ("The Village") as a condominium regime subject to the requirements hereinafter described in this Supplemental Declaration is in the best interests of the Developer and the owners of Lots in Cove Hollow Bay;

WHEREAS, the Developer now desires to formalize the annexation of such Additional Property into Cove Hollow Bay as a condominium regime to be governed in accordance with the Declaration as amended hereby and by the Master Deed and Condominium Bylaws establishing the

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1



Village (the "The Village Master Deed") to be filed in the Register's Office of DeKalb County, Tennessee concurrently with this Supplemental Declaration;

WHEREAS, defined terms used in the Declaration or The Village Master Deed shall have the same meanings ascribed to them in this Supplemental Declaration;

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Developer, being empowered so to do, hereby amends the Declaration as follows:

1. Addition of The Village. The Declaration is amended to make The Village a part of the Development within the jurisdiction of the Association, and The Village shall be subject to the Declaration as amended by this Third Supplemental Declaration upon the recordation this Third Supplemental Declaration and The Village Master Deed. The Village may include up to thirteen (13) individual Condominium Units.

2. Amendment and Restatement of Article I, Section 14. Article I, Section 14 of the Declaration is amended and restated in its entirety to read as follows:

14. "Lot" shall mean and refer to any Lot of land within the Development or any Unit as defined in and described in The Village Master Deed (or any amendment thereto creating permitted additional Units in the Expansion Area) permitted to be used for single-family residential purposes and so designated on the Plat or The Village Master Deed, as the case may be.

3. Amendment and Restatement of Article I, Section 7. Article I, Section 7 of the Declaration is amended and restated in its entirety to read as follows:

7. "Common Areas" shall mean and refer to any facilities within the Development owned by the Association in fee including, without limitation, all roads, rights-of-ways, median areas, open space and SSD Areas not within the boundaries of a Lot as designated on the Plat and, in addition, all roads and driveways within The Village that are General Common Elements. All Common Areas shall be maintained and landscaped by the Association and shall be reserved for the non-exclusive use, benefit and enjoyment of the Owners in the Development and their family members, invitees, agents, and servants, subject to the conditions, restrictions, and limitations imposed by this Declaration

4. Amendment of Article VI, Section 1, subparagraph d. Article VI, Section 1, subparagraph d, is amended and restated in its entirety to read as follows:

The total floor area of the main residential structure upon each Lot (other than within The Village), exclusive of open porches, patios, breezeways and attached garages shall contain a minimum of 1,000 square feet of finished living space with a minimum on the first floor of 700 square feet, excluding garages, carports, storage areas, decks, and porches. Within The Village only, the applicable minimums shall be 600 square feet.

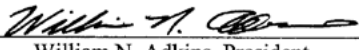
5. Amendment of Article VI, Section 1, subparagraphs p and q. Article VI, Section 1, subparagraphs p and q are amended to eliminate the applicability of the setback line and easement requirements in respect of the residences constructed in The Village.

Page 925

6. Legal Effect; Ratification. The terms and provisions set forth in this Third Supplemental Declaration shall modify and supersede all inconsistent terms and provisions set forth in the Declaration ; and, except as expressly modified or superseded by this Supplemental Declaration, the terms and provisions of the Declaration, are ratified and confirmed and shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized officer as of the year and date first above written.

WATERFRONT GROUP, INC.

By: 
William N. Adkins, President

STATE OF TENNESSEE)

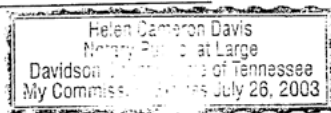
COUNTY OF Davidson)

Before me, Helen Cameron Davis a Notary Public in and for the County and State aforesaid, personally appeared William N. Adkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Waterfront Group, Inc., a Virginia corporation, the within named bargainor, and who further acknowledged that he executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS my hand and seal, at office in Nashville, Tennessee this 11th day of December, 2002.

Helen Cameron Davis
Notary Public

My Commission Expires:



Page 927



Exhibit A

Property Description

LYING AND BEING IN THE 1ST CIVIL DISTRICT OF DEKALB COUNTY, TN AND BEING A PORTION OF A LARGER TRACT OF LAND BELONGING TO WATERFRONT GROUP, INC. AS DESCRIBED IN DB 141 PG. 890 AT THE REGISTER'S OFFICE OF DEKALB CO., TN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A RAILROAD SPIKE FOUND, SAID POINT BEING THE NORTHWEST CORNER OF LOT 21 OF COVE HOLLOW BAY, SECTION II AND SAID POINT ALSO BEING IN THE EASTERN LINE OF THE R.O. HAYES PROPERTY (DB H-3 PG 369) THENCE WITH THE HAYES LINE N 31° 53' 44"E 160.96' TO AN IRON PIN FOUND, THENCE N08° 54' 08" W 261.93' TO AN IRON PIN FOUND, THENCE N48° 31' 07" E 45.18' TO AN IRON PIN FOUND IN THE SOUTHERLY RIGHT-OF-WAY OF BAYSIDE DRIVE. THENCE WITH THE SOUTHERN RIGHT-OF-WAY OF BAYSIDE DRIVE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 50.00', AN ARC LENGTH OF 156.79', A CHORD DISTANCE OF 100.0' AND A CHORD BEARING OF S41° 18' 54"E TO AN IRON PIN FOUND, THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00' AN ARC LENGTH OF 21.03', A CHORD DISTANCE OF 20.41' AND A CHORD BEARING OF N72° 56' 48"E TO AN IRON PIN FOUND, THENCE S82° 57' 32"E 334.11' TO AN IRON PIN FOUND, THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 197.95', AN ARC LENGTH OF 106.27', A CHORD DISTANCE OF 104.99' AND A CHORD BEARING OF S6734' 46"E TO AN IRON PIN FOUND, THENCE S5212'00"E 81.23' TO AN IRON PIN FOUND, THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 250.02', AN ARC LENGTH OF 40.95', A CHORD DISTANCE OF 40.90' AND A CHORD BEARING OF S4730'28"E TO AN IRON PIN FOUND. SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 15 COVE HOLLOW BAY, SECTION II, THENCE WITH THE NORTHWEST LINES OF LOTS 15, 18, 19 & 20 COVE HOLLOW BAY, SECTION II THE FOLLOWING TWO COURSES AND DISTANCES: S4705'28"W 332.07' TO AN IRON PIN FOUND. THENCE S53° 30' 09"W 347.47' TO AN IRON PIN FOUND IN THE NORTHERLY LINE OF LOT 21 COVE HOLLOW BAY, SECTION II. THENCE WITH THE NORTHERLY LINE OF LOT 21 N3650' 55"W 268.88' TO THE PLACE OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO WATERFRONT GROUP, INC. AS DESCRIBED IN DB 141, PAGE 890 AT THE REGISTER'S OFFICE OF DEKALB COUNTY, TENNESSEE.



EXHIBIT A

PROPERTY DESCRIPTION

LYING AND BEING IN THE 1ST CIVIL DISTRICT OF DEKALB COUNTY, TN AND BEING A PORTION OF A LARGER TRACT OF LAND BELONGING TO WATERFRONT GROUP, INC. AS DESCRIBED IN DB 141 PG. 890 AT THE REGISTER'S OFFICE OF DEKALB CO., TN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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NOTES:

1. THE PARKING SPACES, AS SHOWN IN FRONT OF EACH CABIN, ARE TO BE CONSIDERED "LIMITED COMMON ELEMENTS" FOR EACH RESPECTIVE CABIN.
2. TOTAL ACREAGE OF "THE VILLAGE": 5.397 ACRES.
3. BY GRAPHIC SCALING ONLY, THIS PROPERTY IS LOCATED IN ZONE "C" (AREA OF MINIMAL FLOODING) ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP. NO FIELD SURVEYING WAS PERFORMED TO MAKE THIS DETERMINATION.
4. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT NECESSARILY INDICATE ALL ENCUMBRANCES UPON THE TITLE.

Jeffrey L. McMillen, Register
 DeKalb County

Rec #: 70068 Instrument 115407
 Rec'd: 30.00 NBK: 2 Pg 71
 State: 0.00
 Clerk: 0.00 Recorded
 EDP: 2.00 12/12/2002 at 2:56
 Total: 32.00 in Record Book
 165 Pages 924-929

BOUNDARY
COORDINATE CHART

(A)	632858.18	2005643.84
(B)	632632.10	2005400.62
(C)	632425.43	2005121.30
(D)	632640.60	2004960.05
(E)	632777.26	2005045.10
(F)	633055.79	2005001.47
(G)	633085.72	2005035.31
(H)	633010.61	2005101.33
(I)	633016.60	2005120.85
(J)	632975.64	2005452.44
(K)	632935.60	2005549.49
(L)	632885.81	2005613.68

REVISIONS

1	12-11-02 , CABINS 1, 2 & 9		
BERKLEY HOWELL & ASSOC., P.C. ENGINEERS / SURVEYORS / PLANNERS LYNCHBURG, VA.		EXHIBIT "B" SITE PLAN OF PROPERTY AND IMPROVEMENTS FOR THE VILLAGE AT COVE HOLLOW BAY CABININIUMS 1ST CIVIL DIST.-DEKALB COUNTY, TN	
SCALE: 1" = 100'	DATE: 9-4-02	COMM. NO. 010366	F.B. REF.
		"CABIN1&2"	SHEET 1 OF 3

Page 729

