

COVE NORKIS TRACT III LAND USE RESTRICTIONS-PROTECTIVE COVENANTS-AND BUILDING STANDARDS

Cove Creek Development Corporation, Inc., the owner of the following described real property located in Campbell County, State of Tennessee and being described in Deed Book 237, at page 738 in the Register's Office for Campbell County, Tennessee, hereby makes the Following declarations as to limitations, restrictions, and uses to which the tracts of land constituting the Cove Norris Development may be put, and hereby specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and persons claiming under them, and for the benefit of and limitation on all future owners of said tracts, this declaration of restrictions being designed for the purpose of keeping said tracts desirable, uniform, and suitable in architectural design and use specified herein:

1. The tracts are to be used for residential purposes only and any division thereof shall be determined with each individual transaction, as set forth in the Warranty Deed therefore, between Developer and the original Buyer; and in no event will any other or additional division be allowed, except as described in the original deed conveyance, which right invest to the panefit of the Buyer's heirs or assigns. Further, said tract or divisions as described herein, shall be used only for one single family dwelling, and in the event that a purchaser wishes to construct a garage or carport, the same must be attached to the residential dwelling.

A. Any residence constructed on this tract shall have a minimum of 1250 square feet of enclosed finished living area floor space on the ground level, excluding basements, attics, porchs, or storage space.

B. Stone, brick, painted or stained wood, or a combination thereof is required for exterior siding; stucco may be used as exterior wall covering only in specific home designs approved by the Developer or his successor in interest as defined herein. Roofing materials can be either cedar shakes, slate, clay tile, seamed metal (such as copper, turned stainless, or other similar metals as long as they are not painted or reflect the suns rays to the point of distraction), or certain asphalt or fiberglass shingles, (colors only to be earthcones or medium to dark brown), but in all cases, the Developer, or his successor in interest must approve any roofing material proposed. No exposed concrete block masory foundations or walls are permitted.

C. Out buildings, other than one picnic shelter, are not allowed on tracts of less than five acres. And on tracts over five acres, only one barn or storage building, not to exceed 1,000 square feet in floor space and having only one floor level and built with similar roofing and siding materials and paint or stained colors as the dwelling on the same tract, is allowed. Said barn or storage building must be at least 300 feet from the County Road and at least 200 feet from the TVA 1044 elevation line.

D. The exterior of the dwelling must be completed within one year after the construction of same shall have commenced except such completion cannot be effected because of impossibility or natural disaster; and any extensions of said time shall be with the explicit approval of the beveloper, or his successor in interest.

2. No temporary building of any kind or trailer, mobil home, or modulo home shall be placed on any tract within the development at any time; however, this exclusion shall not extend to homes which are built with kits, such as log homes. Further, motor homes or recreational vehicles are allowed for short intervals (one month maximum with a minimum of seven days between visits)

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as long as they are inhabitated daily and are set up where they are not visible from the road or the lake at any time.

1. No trade or commercial activity shall be carried on in any manner.

4. No outside clothes lines shall be built, placed, or used on this tract at any time.

5. Mailboxes provided by the homeowners shall be custom made to the extent that they reflect the rustic theme of the Cove Norris Community, so long as said design shall not interfere with any state of federal law.

6. If an outside swimming pool is installed on any tract, a small pump house/storage area bathhouse for the pool shall be placed adjacent to the pool on the tract with the approval of the Developer, or his successor in interest. Materials used in said building must match the dwelling on said tract. All outdoor swimming pools must be enclosed by a fence with the minimum height of five feet.

7. No fence shall be constructed on this tract without prior approval of the Developer, or his successor in interest; and specifically no chain link type fences shall be constructed on the tract unless same is completely out of sight from the lake or the road right-of-way during all seasons.

8. Any antenna, such as radio or television, other than the basic conventional type shall not be visible from the road or lake at any time. No type is allowed to be installed where it is visible above the tree tops. Any dish type television antenna must specifically comply to provisions herein and shall further be displayed in a tasteful manner commensurate with the rustic theme of the Cove Norris Community Development.

9. No rubbish, trash, garbage, or other waste matter shall be deposited on any tract or any tract be used for said purposes. Garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All containers for garbage or waste shall be placed so that they are not visible from the lake or any roadway in the Cove Norris Community Development. Outdoor burning shall be permitted only within two days after a substantial rainfall and at least four adults must supervise said burning for the explicit purpose to lessen the chances of a fire getting out of control and endangering the property.

10. No residence or any part or appurtance thereto shall be constructed nearer than twenty (20) feet to the TVA 1044 elevation line, or constructed within fifty (50) feet of the County Road line, or constructed within fifteen (15) feet from the side of any property line.

11. Easements for the installation and maintenance of utilities, roadways, and drainage facilities are reserved to the Developer, or his successor in interest, along all tract lines, said easements being ten (10) feet in width on each side of each tract line.

12. No one shall be allowed to strip topsoil from any tract or to remove more than 33% of the living hardwood trees over 5" in diameter or otherwise waste or destroy any of the natural beauty of any tract. Excepted from said restriction is the removal of any trees necessary for the construction of any allowable building or any other activities calculated to increase the natural beauty of the tract or any activities calculated to increase the value of the land being used.

13. No sign of any kind shall be displayed or placed upon any tract or structure thereon except that one "For Sale" or "For

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Rent" sign not exceeding 2 feet x 3 feet in size can be placed on the tract by the owner thereof, or his duly authorized agent.

14. Nothing contained in the covenants and restrictions shall prevent the Developer or his successor in interest, or any person designated by the Developer or his successor in interest from erecting or maintaining such commercial and display signs and such temporary dwellings and model bouses and other structures on other tracts in this section as the Developer, or his successor in interest, may deem advisable for development purposes.

15. No obnoxious or offensive trade activity so as to constitute a nuisance shall be conducted on any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

16. Motorcycles, motorbikes, off-the-road type vehicles and any other motorized vehicle operated within the Cove Norris Community Development area shall be operated in a quiet manner so as not to cause offensive noise or create a nuisance to the neighborhood. However, motorized vehicles are not permitted access on sold or unsold undeveloped areas of the Cove Norris Community except on the vehicle owner's property. In no event shall any person, their agent, or persons at their direction maintain and operate any type of bike trail for motorized vehicle within the Cove Norris Community Development area.

17. No animals, poultry, or livestock of any kind shall be raised, bred, or kept on any tract; except domestic pets such as dogs, cats, and horses provided they are not bred or maintained for any commercial purposes, and further provided that they are controlled so as not to become an annoyance or nuisance in the neighborhood. Specifically, one horse as a domestic pet, is allowed only on tracts or subtracts of five (5) acres or more.

18. The destruction, killing, hunting, shooting, poisoning, or other destruction of any wild life or birds in the Cove Norris Community Development is absolutely prohibited. The shooting of firearms for any reason other than self-defense, as prescribed by law, and the destruction of rabbid or dangerous animals prohibited within the Cove Norris Community Development.

19. Every resident shall have a septic tank which shall be installed in such a manner so as to comply with all the laws and health regulations. No outside toilets are permitted.

20. Nothing shall be done on this tract whereby the natural flow of surface water shall be increased or altered in such a manner as to cause a nuisance to adjoining or neighboring property, and all such waterflow shall be governed by the riparlan rights theory.

21. Residents are not to routinely park vehicles on the County Road right-of-way.

22. All residences, buildings, fences, sidewalks, wall structures, swimming pools, driveways, roadways, exterior antennas of any kind or improvements of any kind whatsoever, constructed, placed, enlarged or altered on any tract shall have plans thereto dalivered to the Developer, or his successor in interest, before construction and said Developer, or his successor in interest, shall within 30 days of the receipt of said plans return same to the purchaser indicating thereon approval or disapproval, and in the event that said plans are disapproved, the Developer, or his successor in interest, shall denote his or it's objection to the plan and make recommendations to the purchaser of the means and manner to have same approved; however, this shall not be construed that the purchaser or the recommendations. In providing any plans, purchaser shall furnish detailed plans complete with all specifications.

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23. With regard to floats, docks, or boathouses, the floatation material used shall be either stained in a wood color or a dark aqua color. The roof other than a sun deck or flat roof erected over the floats, docks, or boathouses must be of cedar shakes or medium to dark brown asphalt or fiberglass shingles. If a flat roof or sun deck is used it must be stained a wood color so as to not create a glare. The framing for said structure shall be natural or stained a wood color. The structure must be in good repair at all times and not allowed to be stranded on the lake bank at any time.

24. Invalidation of any one of the covenants by judgment, Court Order, or otherwise shall in no ways effect any of the other provisions herein and the same shall remain in full force and effect.

25. All buildings, structures, installations and other improvements to be located in the Cove Norris Community Development must comply with all governmental laws and regulations, and if any provisions herein differ therefrom such variance shall not be construed as a waiver by the Developer, or his successor in interest, of the necessity of compliance with the terms hereof.

25. Leand use restrictions, protective covenants, and building standards contained herein shall attach to and run with the land, and it shall be lawful not only for the Grantor, his heirs and assigns, and successors in interest, but also for the owner or owners, their heirs and assigns, of other tracts of land in said Development, deriving title from or through the Developer, or his successor in interest, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same. Persons prosecuting said actions shall in addition to baring the act or acts violating the terms of this agreement shall be able to sake and recover damages from persons violating terms herein including all cost of preparation of any suit and Attorney Fees incurred; however, no such recovery shall be allowed unless person or persons prosecuting said suit is successful.

27. In the event that the Developer herein shall cease in that capacity, the land owners in said Development shall then form an organization for the purpose of conducting the approval functions of the Developer herein, and said organization shall then be designated the successor in interest to the Daveloper. Said organization shall have it's membership deteremined on a one vote per owner basis, and specifically owners of multiple tracts shall still have only one vote in said organization. Said organization shall elect a board or Committee to act as an approving body to follow the guidelines contained herein, and no member of said board shall serve a term of office for no longer than two years until each member of said organization has had an opportunity to serve on said board, and any member who wishes to waive his right to serve on said board may do so by reducing the same to writing and furnishing it to the presiding Chairperson. The approving Board or Committee shall be constituted of three members.

THIS 9 day of NOVEMBER , 1984.

COVE CREEK DEVELOPMENT CORPORATION, IN	i¢.
BY: AL R. Morton	
STATE OF TELEVISET, CMT LELL USERITY	
The foregoing Instrument and certificate, were noted in Note Book (D_ Page 304 pp://Storclock/. 14/1-9-19.54 and recorded In MilSc. Book // Page 54 Glata Tex Paki	
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STATE OF Tennessee
COUNTY OF Campbell
Before me, Kathy Ferkins
a Notary Public of the state and county aforesaid, personally
appearedAi_Korton, with
whom I am personally acquainted, and who, upon oath,
acknowledged himself to be the President of
the <u>_ Cove Creek Developement Corporation, Inc.</u> , the within named
bargainor, a corporation, and thatbe As such
President , being authorized so to do,
executed the foregoing instrument for the purposes therein
contained, by signing the name of the corporation by
as Al R. Morton, President
Witness my hand and official seal at office this May
of November , 1984.
My Commission expires: 1/6/88 10Th: Hitching 23 2

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COVE NORRIS SUBOLVISION SECTIONS 2A AND 28 A DECLARATION OF LAND USE RESTRICTIONS, PROTECTIVE CEVENANTS AND BUILDING STANDARDS.

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Accornays et Lau P.J. Edx 427, 148 Court Avenue Sevierville, Tennessee, 37852

RHEREAS, Cove Creek Development Corporation, Inc., a Tennessee corporation, hereinafter called "the Developer" is now the owner of certain tracts of land situated in the 3rd C'vil Discrict of Campbell County. Tennessee, which it has caused to be subdivided into lots and tracts thereof to be forthwith placed of record in the Register's Office for Campbell County, Tennessee,

WHEREAS, said Develops: is developing said subdivision known as "Cove Horris", and the Developer is desirous of placing certain covenants and restrictions upon the use of all of the land shown on the plots designated as Cove Norris Subdivision, Sections 2A and 28, and is desirous that said covenants and restrictions shall run with the title to the land hereby restricted

THEREFORE, for and in consideration of the premises and for other good and valuable considerations. Cove Crack Development Corporation, inc. does hereby restrict the use of all of the Tand included in said plat of Cove Norris Subdivision, Sections 2A and 28, all of the lend included in said plats being hereinefter sometimes referred to as sold "Land" and the Developer hereby places upon said Land the following covenants and restrictions to run with the title to said Land and the Grantee of any deed conveying any lot or lots, parcels, or tracts shown on said plots or any parts or portions thereof shall be deemed by the acceptance of such deed to have agreed to all such coverants coveranted tr observe, comply with, and be bound by all covenants and restrictions as follows:

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1 1. The term "lots" are used herein shall refer to the numbered lots on said clats. These lots shown on said plats shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure shall be erected of germitted to remain on any lot or building plot on said lond other than one single-family residence. The Doveloper shell have the authority to designate certain areas on the mey or plat other than single-family residences in such areas, construction other than single-family residences will be permitted. No trade or commercial activity shall be carried on on any residential lot. Ŗ 2. Nithout prior approval of the Developer the feight of the main residence on each building plat shall not be more than two full stories above the normal surface of the ground. 1 3. No temporary building of any kind, including tent, trailer, barn, mobile home, (except a recreational vehicle) shall be built or placed on any lot at any time. (a) No outside clothes lines shall be built or placed on any lot at any time, (b) Garages and/or carports are to be connected to primary residences. (c) If an outside swimming pool is installed on any lot, a small pumphouse and/or storage area for the pool equipment may be placed upon the lot upon approval by the druging. approval by the developer. 4. No lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste matter. Garbage or other waste stall be kept in senitary containers. All equipment for the and sanitary condition. All containers for garbage or waste shell be placed so that they are not visible from the lake or any road, shall be permitted. shall be permitted. 5. No lot or group of lots in the subdivision as defineated on the plats as recorded in the Register's Office of Campbell County, Tennessee, shall be divided or subdivided into smaller lots without the approval of the developer; provided, however, the developer shall have the right to change any lot lines of ary lots unsold by the developer. 6. No one shall be allowed to strip topsoil from any lot or to remove tracs or otherwise way's away the natural beauty of the lots. This, of course, does not disallow necessary construction or any other activities calculated to increase the beauty of the lot or increase its value. ?. No sign of any kind shall be displayed or placed upon any lot or structure thereon except that one "For Sale" or "For Rent" sign not exceeding 2-feet by 3-feet in size may be placed on a lot by the owner thereof. 8. Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings and model houses and other structures as the Developer may deem advisable for development - 2 -11350-0678 - 17488 876800 8020 80 045

ĥ. 9(a) No obmoxious or offensive trade or activity shall be cerried on upon any lot, ner shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. 9(b) Motarcycles, motorbikes, off-the-road type vehicles and any other motorized vehicle operated within the Supdivision shall be operated in a quiet manner so as not to cause offensive ii f noise or create a nuisance to the neighborhood. 10. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, and other domestic pats may be kept provided they are not kept, bred, or maintained for any commercial purposes, and further provided they are controlled so that they do not become an annoyance or nuisance in the neighborhood. ļ 11. Every residence shall have a septic tank which shall be installed in such manner as to comply with all the laws and health regulations. No outside toilets are permitted. į. 12. Nothing shall be done on any lot whereby the natural flow of surface water shall be increased or altered in such a manner as to cause a nuisance to adjoining or neighboring property. 13. Each lot owner shall provide space for parking two automobiles off the roadway prior to the occupance of any dwelling established by the Developer. 14. No building, fence, sidewalk, wall. structure, residence, driveway, roadway, or exterior talevision or radio antenna of any kind shall be built, constructed, placed, enlarged or altered on any lot unless and until the detailed plans and specifications and the proposed type of construction and the proposed location of such building, structures, driveways, and butomobile parking areas upon the said Lot shall have been submitted to the Daveloper shall within thirty (30) days of the receipt of such plans return said plans to the Purchaser indicating thereon its approval or disoproval. In the event said Developer fails to approve or said plans and specifications have been submitted to it, such approval will not be required and this covenant will be daemed to be fully complied with. A complete set of plans and specifications of the house to be built shall be left with said Developer during the time of construction. 15(a) Every residence constructed on any lot in Section 2A, Cove Norris Subdivision, shall have a minimum of fifteen hundred (1.500) square fact of enclosed finished living area floor space, excluding bisements, attics, porches, or storage space. If the residence constructed on any lot is to have two (2) levels or fir it shall have a minimum of one thousand three hundred (1.300) square feet of floor space on the first level. e. 237 01 15(s) Every residence constructed on any lot in Section 28 shall have a minimum of one thousand (1.000) square fact of enclosed finished living area floorspace, above ground level, excluding basements, attics, porches, or storage space; except that any residence constructed on lots Nos. 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 51, 52, 53, 54, 55, 55, 55, 57, 58, and 59 of Section 22 stall have a minimum of seven hundred (700) square feet of enclosed finished living area floorspace, above ground level, excluding basements, attics, porches, or storage space. ļ The ADX-SAME FLOWAR - NAME 21 4667 1821 286 💭 44-3-32 2

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shall not be construed as a waiver by the Developer of the necessity of compliance with the terms hereof. 29. These covenants are to take affect immediately and shall be birding on all parties and all persons claiming urder them. If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for the Developer or any other person or persons owning real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attemption to ł; against the person or persons violating or attempting to violate any such covenants and either to prevent him or tham from doing so or to recover damages or other dues for such violation. AND WITNESS WHEREOF, I HAVE SET MY HAND THIS THE 31st DAY OF NAY, 1977. Ì COVE CREEK DEVELOPMENT SORPORATION, INC. ļ 3. ATTEST; STATE OF TENNESSEE COUNTY OF CAMPBELL Before me, John T. Reynolds a Notary Publa in and for the Sate and County aforesaid, personally appeared Al R. Morton, with whom I am personally acquainted, and who, upon 3 oath, acknowledged himself to be the President of the COVE CREEK DEVELOPMENT CORPORATION, INC., the withfo named bargainor, a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President. Nitness my hand and seal, at office in Lapplicite, this is increased with the seal of the day of June 19 77 1 ł By commission Expires: 4 1.8 -6-11160/07/2020 (10/2020 CHE METER 和短期: 項官 "我感觉"

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AMENDMENT TO RESTRICTIONS COVE NORRIS SUBDIVISION SECTIONS 2A and 2B

WHEREAS, a certain declaration of land use restrictions, protective covenant and building standards were filed of record in Campbell County, Tennessee, Register of Deeds on June 1st, 1977 and recorded in Miscellaneous Book 2, page 386, which limited the use of certain land and set building standards on that land known and designated as Cove Norris subdivision, Sections 2A and 2B of Campbell County, Tennessee and,

WHEREAS, it has come to the attention of a number of owners in said Subdivision that it would be in the best interest of the Subdivision that the restrictions be amended and,

NOW, therefore in order to effectuate the needed amendment to said restrictions the undersigned land owners in Section 2A and 2B of Cove Norris Subdivision agree to amend numbers 17, 21, 23 and 26 of the restrictions as follows:

- 17. In Section 2A, roofing materials can be either cedar shakes, slate, clay tile, or seamed metal (such as, copper, turned stainless, or other similar metals as long as they are not painted or reflect the sun's rays to the point of distraction.) In Section 2B, in addition to the above listed roofing materials, certain asphalt or fiberglass shinglas may be used but in all cases, in both Sections, 2A and 2B, the Developer must approve any roofing material proposed.
- 21. Mail boxes will be provided by the homeowners and a custom made mailbox, one that is designed to reflect the atmosphere of the Subdivision shall be used.
- 23. In Section 2A, lots 3 and 4 are to be used for residential purposes only, not as commercial as previously designated. The 30 foot strip between lots 3 & 4 owned only by Cove Creek Development Corporation, Inc., that is listed as ROW on the Subdivision plat is to be deleted as such.
- 26. The Developer releases his right, reserved in the original restrictions, paragraph #26, to place a fifty (50) foot easement across the Southeast end of Lots 9 and 10 in Section 28 of Cove Norris Subdivision.

WHEREAS, all land owners of Section 2A and 2B, of Cove Norris """ Subdivision have hereunto affixed their signatures on page 2 of this SUDDIVISION have hereunto affixed their signatures on page 2 of this SUDDIVISION have hereunto affixed their signatures on page 2 of this SUDDIVISION have hereunto affixed their signatures on page 2 of this SUDDIVISION have hereunto affixed their signatures on page 2 of this Subdivision have hereunto affixed their signatures on page 2 of this Subdivision have hereunto affixed their signatures on page 2 of this Subdivision have hereunto affixed their signatures on page 2 of this Subdivision have hereunto affixed their signatures on page 2 of this Subdivision have hereunto affixed their signatures on page 2 of this Subdivision have hereunto affixed their signatures on page 2 of this Subdivision have hereunto affixed their signatures on page 2 of this Subdivision have hereunto affixed their signatures on page 2 of this Subdivision have hereunto affixed their signatures on page 2 of this Subdivision have hereunto affixed their signatures on page 2 of this Subdivision have hereunto affixed their signatures on page 2 of this Subdivision have hereunto affixed their signatures on page 3 of the subdivision here affixed their signatures of the subdivision here affixed the subdivision here

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3 22 else 126/82 2-21-82 L 82, 82 2 8 3 The above were the total property owners as of July 31st, 1982 with the unsold lots still owned by Oove Creek Development Corporation, Inc. Personally appeared before me, Al R. Morton, a Notary Public, At Large for the State of Tenneages, the above listed land owners of Cove Norris Subdivision and acknowledged that they executed the foregoing instrument for the purposes 1982. day of July