

# Property Information Package



Copyright 2018 - McLemore Auction Company

## Three Building Lots in Riverbreeze Subdivision on Kentucky Lake (3)

# Table of Contents



Clubhouse and Pool Rules	1
Consolidated Covenants Dated July 31 2015	2
HOA Bylaws Dated August 1 2017	14
Lot 22 Flood Overlay	21
River Breeze Boat Dock Rules	22
River Breeze Boat Slip Assignments	24
Tax Information for Lot 12	25
Tax Information for Lot 22	27
Tax Information for Lot 30	29
Title Commitment for Lot 12	31
Title Commitment for Lot 22	34
Title Commitment for Lot 30	37

# Clubhouse and Pool Rules



## River Breeze Pool and Clubhouse Rules

**HOURS:** Memorial Day - Labor Day: 10am - 8pm (contact a Board Member if approval needed for extended hours).

Off season: Upon request. Contact Glenn or Myra Rutherford.

**POOL:** Please note; there is no lifeguard on duty. Children and non-swimmers must be accompanied by an adult swimmer.

No diving in the pool allowed.

No unprotected glass containers in the pool area. Coozies are available for bottles in the kitchen area.

If you are the last to leave the pool area, please make sure the gates are closed when you leave.

**CLUBHOUSE:** Owners are responsible for their guests. Please clean up after yourselves when you leave.

Clubhouse is available for private parties (excluding religious or political events), with the exception of the three main summer holidays (Memorial Day, Fourth of July, and Labor Day). Please contact Glenn or Myra Rutherford to reserve.

Clubhouse is also available for occasional overnight stays, with the exception of the three main summer holidays. Note both sofas pull out into queen beds (pillows and linens are not included). Please contact Glenn or Myra Rutherford to reserve.

**HOA COOKOUTS:** The HOA funds cookouts on Memorial Day and Fourth of July holidays.

Memorial Day - cookout is at noon on the Saturday preceding Memorial Day.

Fourth of July - cookout is at noon on July 4. Fireworks (weather permitting) will be just after dark on the main point below the clubhouse.

**ACCESS AND USE OF THE CLUBHOUSE AND POOL ARE FOR OWNERS IN GOOD STANDING WITH THE HOA AND THEIR GUESTS. NO EXCEPTIONS!!!**



# Consolidated Covenants Dated July 31 2015



PREPARED BY RAINEY, KIZER, REVIERE & BELL, P.L.C.  
105 South Highland Avenue, Jackson, TN 38301

304  
5-16

## SECOND AMENDED and CONSOLIDATED DECLARATION OF RESTRICTIVE COVENANTS OF

RIVER BREEZE ESTATES AT BECK'S BRANCH SUBDIVISION – ALL PHASES

THIS SECOND AMENDED and CONSOLIDATED DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this 31st day of July, 2015, by Beck's Branch, Inc. (the "Owner").

WITNESSETH:

WHEREAS, the Owner owns certain real property (the "Property") located in Decatur County, Tennessee, said real property being more particularly described in Deed Book 212 Page 175 as recorded in the Register's Office of Decatur County, Tennessee and being a portion of the property known by official plats designation as Riverbreeze Estates Subdivision, Phase One pursuant to a plat recorded on October 30, 2006 in the Register's Office of Decatur County, Tennessee in Plat Cabinet 2, Page 32 and as Riverbreeze Estates Subdivision, Phase Two pursuant to a plat recorded on April 17, 2007 in the Register's Office of Decatur County, Tennessee in Plat Cabinet 2, Page 37. Said plats are incorporated herein by reference as though they were copied herein in full; and

WHEREAS, the Owner desires to amend the Amended and Consolidated Declaration of Restrictive Covenants of Riverbreeze Estates I at Beck Branch- All Phases of record in Record Book 284, Page 437 in the Register's Office of Decatur County, Tennessee; and

WHEREAS, paragraph 44 of the Amended and Consolidated Declaration of Restrictive Covenants of Riverbreeze Estates I at Beck Branch- All Phases authorizes the Owner to modify, release or amend the recorded restrictions; and





WHEREAS, the Owner intends to act as the Developer of the property and to subdivide the property into a residential subdivision (the "Subdivision") to be known as River Breeze Estates at Becks Branch; and

WHEREAS, it is for the interest, benefit and advantage of the Owner, the Developer, and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any resubdivision thereof, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, the Owner hereby revokes the aforesaid Amended and Consolidated Declaration of Restrictive Covenants of Riverbreeze Estates I at Beck Branch- All Phases and hereby replaces the aforesaid with the following Second Amended and Consolidated Declaration of Restrictive Covenants of River Breeze Estates at Becks Branch Subdivision – All Phases:

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owner, the Developer, and each and every subsequent owner of any of the Lots or portions of said Lots in the Subdivision, the Owner does hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and portions of said Lots, and to all persons owning any of said Lots or portions thereof, hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the Owner for a period of fifteen (15) years after the recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless it be agreed by a vote of sixty six percent (66%) of owners of Lots within the River Breeze Estates at Becks Branch Subdivision, with each such Lot to carry one (1) vote and with each Lot owned or controlled by the Owner or Developer to carry (1) vote, to alter, amend or revoke the same, in whole or in part, in which latter event these restrictive covenants shall be altered, amended or revoked as determined and agreed upon by such vote.

1. **Homeowners Association.** "Association" shall mean and refer to the River Breeze Estates at Becks Branch Homeowners Association Inc., a Tennessee Non-Profit Corporation. Furthermore, said Association shall be for the benefit of all phases of the River Breeze Estates at Becks Branch Subdivision.

2. **Phases.** These restrictions shall apply to all Phases of River Breeze Estates at Becks Branch Subdivision as indicated on the recorded plats and future recorded plats for River Breeze Estates at Becks Branch Subdivision.

3. **Association membership and voting rights.**

a. The owner or owners of each Lot shall be a single member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of multiple Lots creates multiple memberships.

b. The Association shall have one class of voting membership.

c. Each member in good standing and current on all association fees shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall constitute one member and the vote for such Lot shall be exercised as the owners determine. All decisions of the Association, except as otherwise provided herein, shall be decided by a majority of the votes represented at any meeting at which a quorum is in attendance.

d. Notwithstanding, the Developer shall be allowed to vote the number of memberships that equals the number of Lots owned or controlled by the Owner or Developer.

e. The purpose of the Association is to carry out the terms of the declaration to adopt such rules and regulations as may be appropriate, to set and collect assessments, and to do and perform any and all other things, matters, or acts required by or permitted by the owners or the laws of the State of Tennessee which are necessary and desirable to carry out the purposes and intentions expressed herein.

**4. Land Use and Building Type.** Lots 1 thru 47 shall be used only for private, single family residential purposes unless specifically required for use by a public utility service for the Subdivision or by governmental authority. No business of any nature shall be conducted on any residential lots. Each Lot shall contain no more than one residential dwelling. No building shall be erected, altered, placed or permitted to remain on any Lot for more than a one-family dwelling not to exceed two (2) stories in height.

**5. Resubdivision.** The recorded plan for the Subdivision shall show the location, dimension and boundaries of each Lot. Except for any revisions to the recorded plan or resubdivision by the Developer, no Lot may be resubdivided nor its boundaries changed without the consent of at least sixty-six percent (66%) of all Lot owners, each Lot to carry one (1) vote as set forth herein. Nothing in this provision shall prevent two or more lots to be joined together.

**6. Architectural Control.** No building, fence, wall, pool, boat dock, other marine structures or other structures shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Developer as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be provided as herein below set forth:

(a) **Duration.** The Developer shall maintain architectural control for five (5) years from the date of the recordation of this Declaration or until the sale by the Developer of, and the completion of construction of a residential dwelling on, each and every Lot in the subdivision, whichever shall later occur, at which time the Architectural Control Provisions contained in this section shall transfer to the Association. Notwithstanding the foregoing, the Developer and the transferees of the Developer, at any time, may relinquish this right and any attendant obligations on it to exercise architectural control as provided herein by executing and recording in the Register's Office for Decatur County, Tennessee, a notice of such relinquishment, at which time the Architectural Control Provisions contained in this section shall transfer to the Association. The Developer shall deliver a copy of the recorded notice to the Association.

(b) **Procedure.** The Developer's approval or disapproval as required in this Declaration shall be in writing. In the event the Developer fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted with a written request for such approval, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(c) **Standards.** For the purpose of assuring the maintenance of the Lots as a neighborhood of high standards, the Developer hereby adopts the following standards for architectural control: the Developer shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, objection to exterior colors, or such other matters which would render the proposed structure or use inconsistent or not in harmony with the structures located upon other Lots within the neighborhood. The Developer will have a minimum of four (4) pre-approved plans that will indicate the typical standards required by the Developer.

(d) **No Liability.** In no event may the Developer be held liable in any way to any Lot owner or other interested party by virtue of the Developer's approval, disapproval, or inaction regarding any architectural control decision.

(The provisions of this Section 6 are sometimes hereinafter referred to as the "Architectural Control Provisions.")

**7. Dwelling Size.** The minimum square footage of living area of any residence erected on Lots 1 thru 34 shall be sixteen hundred (1600) square feet, as measured from exterior walls; provided, however, that garages, carports, porches, basements, unheated areas and similar spaces shall be in addition to and not included in the above stated minimum square feet requirements. If a two story home is constructed the first floor shall contain a minimum of one thousand (1,000) square feet of living space. The minimum square footage of living area of any residence erected on lots as shown on future recorded plats shall be as indicated on the future recorded plat.

**8. Exterior Quality.** The exterior walls of all buildings, exclusive of doors and windows, shall be of brick, stucco, natural stone, man-made stone or lapped hardy board construction. There shall be no exposed cinder or concrete block. Vinyl siding shall not be used except for minor exterior trim applications, which applications must be pre-approved by the Developer or Association Architectural Control Committee, as applicable. Other types of siding may be used if approved by the Association.

**9. Exterior Color.** All homes must be a natural color. No bright colors such as yellow, orange, purple, pea green, neon colors, etc. shall be permitted.

**10. Roofs.** All roofing materials shall utilize architectural shingles or clay tile. Metal roofs may be permitted with approval of the Developer. All roof lines shall be 5/12 pitch or greater.

**11. Driveways.** The design and construction of all driveways and culverts shall be approved by the Developer or Association Architectural Control committee.

**12. Building Location.** Any building to be located on any Lot shall comply with the minimum building setback lines as follows: Minimum setbacks for lots 17 thru 34 from front



property line shall be twenty (20) feet from the edge of the road right-of-way as indicated on the plats, minimum setback from the side property lines shall be five (5) feet or as required by all applicable zoning laws and regulations. For the purposes of this covenant, eaves, steps and open porches shall be considered as a part of the building. In addition to all setback requirements the location of all residences on any Lot shall be approved by the Developer in writing prior to starting construction of any structures. Structures shall be located to avoid obstruction of the off-water Lots' river views.

**13. 100 Year Flood.** All homes built on sites below the 100 year flood must be built on sixteen (16) inch concrete sona tube piers. All homes built on sona tube piers shall be enclosed under the sub-floor. The piers can be exposed. No homes may be constructed on wooden or steel piers. Homes may also be constructed on a block foundation or a solid concrete foundation. The exterior of the blocks or concrete shall have a stucco finish or be covered with the same materials used on the remainder of the home. The bottom of the sub-floor of all homes shall be a minimum of one (1) foot above the 100 year flood elevation.

**14. Seasonal Flooding.** All Lot owners shall be responsible for the removal of all items subject to floatation during any periods of seasonal flooding and responsible for the removal of any items which may prevent free flowage prior to any period of seasonal flooding.

**15. Steps, Rails and Decks.** Construction of all wooden steps, handrails, decks, boat docks and other marine structures shall require approval of the Developer prior to construction.

**16. Electrical, Telephone, Water and Sewer Services.** At the expense of each Lot owner, all residences shall be connected to the electrical and telephone service as required by the local utility. Each Lot owner will be required to pay for electrical and telephone services in accordance with the rates fixed by the electric utility and telephone service provider.

Each Lot owner shall be responsible for the expense of the installation and maintenance of a residential water well system to be installed in accordance with all local, state and federal regulations or to connect to a utility system's water service if service is provided in the future. If a Lot owner connects to a water system maintained by the Association, the Lot owner shall pay all costs related to the connection to the system by a contractor approved by the Association. Each Lot owner shall be responsible for the expense of the installation and maintenance of a residential septic tank system to be installed in accordance with all local, state and federal regulations. All utilities shall be run underground to each residence.

**17. Diligence in Completing Construction.** Upon the commencement of construction of any building or other structure, the same shall be pursued to completion with due diligence. In any event, construction must be completed within eighteen (18) months from its commencement without the consent and approval of the Developer.

**18. Maintenance of Construction Site.** Builders shall maintain Lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. All homes under construction shall have a receptacle for disposing of garbage and debris on site for the duration of the construction. All paper, debris and garbage on the lot shall be picked up daily during the duration of the construction. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the



contractor causing such to occur. Temporary construction trailers may be used on site during construction and shall be positioned to not restrict any right of ways.

**19. Dwellings, Temporary Structures, Garages, and Outbuildings, Etc.** No trailer, tent, shack, barn, or any other outbuilding may be moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No dwelling shall be moved onto any Lot. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy, including landscaping. No residence shall be built on any Lot unless it conforms to and is in harmony with the existing structures in the Subdivision. The exterior of all outbuildings and garages shall utilize the same material used on the exterior of the home. Notwithstanding the foregoing, temporary buildings may be used by the Developer as temporary sales or construction offices.

**20. Swimming Pools and Bathhouses.** Any swimming pool or bathhouse must be located to the rear or side of the residence or enclosed therein. All swimming pools shall be below ground and enclosed for safety by a wall or fence at least five (5) feet in height. The exterior walls of all bathhouses shall be similar in construction to the home. All bathhouses and the construction thereof must conform to and be in harmony with the existing structures in the Subdivision and shall be subject to the Architectural Control Provisions contained herein, if such Provisions are still applicable. All fences and walls must be kept neat, maintained and structurally sound.

**21. Antennae, Satellite Dishes, and Other Electronic Devices.** No television or radio antenna, satellite dish, or other electronic device of a similar nature shall be placed on the roof of any building or on the front two-thirds (2/3) of any Lot, any such device to be restricted to the rear one-third (1/3) portion of the particular Lot unless approved by the Developer. No such device may be more than ten (10) feet in height.

**22. Underground Wiring and Pipes, Etc.** All wiring, pipes and similar lines that are to be run from the street to any particular Lot for gas, septic, telephone, cable TV, electric or any other utility service shall be underground.

**23. Federal, State and Local Regulations.** All Lot owners shall comply with all T.V.A., F.E.M.A., federal, state and county regulations and guidelines.

**24. Erosion Control.** All Lot owners shall maintain adequate erosion control measures to prevent erosion of soil into streams, creeks and waterways.

**25. Garbage and Refuse Disposal; Utility Meters.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No raw sewage disposal shall be allowed on any Lot unless the disposal is approved by the Decatur County Health Department. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No utility meters or trash receptacles shall be placed in front of any residence unless obscured from view from the street.

**26. Gas Service.** All gas service storage tanks shall be buried underground or, subject to approval by the Developer, such tanks may be positioned at the side or rear of the home and

concealed with a structure that is in harmony with the existing structures within the subdivision. Any above-ground tank, its concealment, and its location must be approved by the Developer or Association Architectural Control Committee, as applicable.

**27. Sign Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

**28. Nuisances.** No noxious, offensive or illegal activity shall be carried on upon any Lot, or any portion of the River Breeze Estates at Becks Branch development, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**29. Signs.** No sign of any kind shall be displayed to the public view on any Lot except for one sign of five square feet or less advertising the property for sale. The Developer, or its designee, shall be allowed to use signs of any size to advertise during the Developer's sales and construction period.

**30. Livestock, Poultry and Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept in reasonable numbers for the pleasure of the occupants, provided they are not kept, bred or maintained for any commercial purpose.

**31. Clothes Lines.** No clothes lines or other apparatus shall be constructed and/or utilized on any Lot.

**32. Firearms.** The recreational use of firearms or other deadly weapons on any residential Lot is prohibited. Any use of firearms or other deadly weapons in the subdivision requires prior approval from the Developer or Association, as applicable.

**33. Fires.** Unattended fires are not permitted on any Lot and are subject to the approval of Decatur County.

**34. Inoperable vehicles and Recreational Equipment.** No inoperable vehicles or recreational equipment including, but not limited to: boats and jet skis, shall be stored on any Lot unless stored inside a garage or outbuilding.

**35. Riverview Sight Lines.** The Developer has the right to trim, cut or remove any trees, brush, etc. that obstructs the view of other Lot owners. Each owner acknowledges the Developer's right to enter upon the owner's Lot to maintain and perpetuate the visual harmony within the Subdivision.

**36. Covenant with Respect to Maintenance of Lot and Improvements.** Each owner shall keep his or her Lot and any structures thereon in good order and repair including, but not limited to: seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery, and painting (or other appropriate external care) of any structures, all in a manner and with such frequency as is consistent with good property management. The Association shall have the right at the expense of the Lot owners to trim all trees to maintain the existing

view on all Lots and to cut all grass over eight (8) inches tall. The Lot shall be maintained in a neat and attractive condition both before and after the construction of any residence thereon. No debris or unsightly objects shall be moved onto or kept on any Lot; provided, however, that construction materials may be kept on any Lot during the period of construction thereon. No owner of any Lot shall modify any structure on his or her Lot by adding a room or rooms, changing the roof lines, adding decks, or making other material alterations in the exterior appearance of the structure without the express written approval of the Developer in accordance with the Architectural Control Provisions contained herein, if such Provisions are still applicable. Each owner, in acquiring title to his or her respective Lot, acknowledges that the decor, color scheme, design and construction of any structure thereon, and any reconstruction, modification or addition thereto, shall be selected and performed in such a manner as to be consistent and harmonious with other homes within the Subdivision and agrees to maintain his or her respective Lot and structure in such a manner as to maintain and perpetuate the visual harmony within the Subdivision.

**37. Damage, Destruction or Maintenance.** In the event of damage or destruction to any structure within the Subdivision, each respective Lot owner agrees as follows:

(a) In the event of total destruction, the owner of the particular Lot shall promptly clear the Lot of debris and level the same in a neat and orderly condition until such time as the owner may decide to commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be subject to approval by the Developer in accordance with the Architectural Control Provisions contained herein, if such Provisions are still applicable.

(b) In the case of partial damage or destruction, the owner shall either demolish the structure and thereafter comply with the provisions of subsection (a) above, or the owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first-class condition, subject to approval by the Developer in accordance with the Architectural Control Provisions contained herein, if such Provisions are still applicable. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days from the date of the insurance adjustment.

**38. Easements.** Each of the Lots of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities as may be reserved or shown on the recorded Plat of the Subdivision or in subsequent recorded re-subdivisions thereof. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; provided, however, that no structure of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each Lot, to the extent that such may be reasonably necessary, from the front Lot line to the rear Lot line to any utility company having an installation or repair in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or public utility company is responsible. The owner of any Lot burdened by a drainage easement shall be required to keep the easement open and clear for the flow of water and shall not dam or permit the easement to become clogged so as to prevent the free flow of water over and through said drainage easement.



**39. Annexation of Additional Property.** The Developer may annex into the subdivision additional property owned by the Developer or other developers. The annexed property may be used as commercial property, residential property or common area to the subdivision. All property owners in the annexed areas shall be members of the Association. Such property shall be subject to the declaration of restrictive covenants as provided in the recorded plat of any annexed area as recorded in the Register's Office of Decatur County.

**40. Enforcement.** Any Lot owner, the Association, or the Developer may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefor, or both.

**41. Assessments.**

a. Lien and personal obligation of assessments. Declarant covenants for each Lot within the subdivision, and each owner of a Lot is deemed to covenant by acceptance of such owner's deed for such Lot, whether or not it shall be so expressed in the deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as provided below in this instrument. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall pass to the successors in title of such person or persons.

b. Purpose of annual assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas of the subdivision. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (1) Maintenance and repair of the common area.
- (2) Water, sewer, garbage, electrical lighting, telephone, gas, and other necessary utility service for the common area.
- (3) Acquisition of furnishings and equipment for the common area as may be determined by the Association, including without limitation all equipment and furnishings for use of at any recreational facilities located in the common area.
- (4) Maintenance and repair of storm drains, sanitary sewers, and private streets within the confines of the subdivision.
- (5) Fire insurance covering the full insurable replacement value of the common area, with extended coverage.
- (6) Liability insurance insuring the Association against any and all liability to the public, to any owner or owners, or the invitees or tenants of any owner or owners arising out of their occupation and/or use of the common area. The policy limits shall be set by the board of directors of the Association, and shall be reviewed at least annually and increased or decreased in the discretion of such board.

- (7) Electrical service and or telephone service for the electronic gate systems.
- (8) Maintenance of the electronic gate system at the subdivision entrance.
- (9) Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the Association.
- (10) A standard fidelity bond covering all members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors.
- (11) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments that the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the Association for the operation of the common area, for the benefit of Lot owners, or for the enforcement of these restrictions.

c. Annual assessment.

- (1) Until January of the year immediately following the date of this amendment the annual assessment shall be One Thousand One Hundred and No/100 Dollars (\$1,100.00) for each Lot owner.
- (2) The annual assessment may be increased each year not more than ten percent (10%) above the assessments for the previous year without a majority vote of the Association members, each Lot to carry one vote as set forth herein.
- (3) The board of directors of the Association may otherwise fix the annual assessment at an amount in compliance with these provisions.

d. Special assessments for capital improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in the common area, including fixtures and personal property related to the common area. Any such assessment must be approved by a majority of all members of the Association, each Lot to carry one vote as set forth herein.

e. Notice and quorum for action authorized under this section. Written notice of any meeting called for the purpose of taking any action authorized by this section shall be sent to all members not less than ten (10) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of members, members who were not present in person or by proxy may give their consent in writing within fifteen (15) days after the date of such meeting.

f. Uniform rate of assessment. Annual assessments must be fixed at a uniform rate for all Lot owners. Special assessments must be fixed at a uniform rate for all lot owners.

g. Commencement and collection of annual assessments. The annual assessments provided for in this declaration shall commence as to all Lots on the first day of the month following the execution of this Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the applicable calendar year. The board of directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date for such assessment and shall fix the dates such amounts become due. Assessments are due on the first day of January each year. Assessments are considered delinquent if not paid by March first each year. Notwithstanding anything to the contrary herein, the Association shall send notice of the annual assessments to every owner subject to such assessment and such assessment will not be considered delinquent if paid within sixty (60) days of the date of such notice, regardless of the date on which the Association sends such notice. The Association, on demand and for a reasonable charge, shall furnish a certificate signed by an officer of the association, setting forth whether the assessment against a specific Lot has been paid, and, on or before January 31st of each year, shall cause to be recorded in the office of the Register of Deeds of Decatur County, a list of delinquent assessments as of that date.

h. Effect of nonpayment of assessments; remedies of the Association. Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall bear interest from the due date at a rate to be set by the Board of Directors of the Association, such rate not to exceed eighteen percent (18%) per annum. The Association may bring an action at law against the owner or owners personally obligated to pay such assessment or may foreclose the lien against the property. No owner or owners may waive or otherwise escape liability for the assessments provided for in this declaration by nonuse of the common area or abandonment of his or her or their Lot. Non-payment of any assessment creates a lien on the Lot.

42. **Homeowners Association Fee.** Upon the purchase from the Developer, each Lot owner shall pay a one time fee of one thousand (\$1,000.00) dollars payable to the Association. Additionally, upon the subsequent sale of any Lot, the new purchaser shall pay a fee of one thousand (\$1,000.00) to the Association.

43. **Severability.** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of this Declaration are declared to be severable.

44. **Amendment.** Anything contained herein to the contrary notwithstanding, the Owner reserves the right for the Owner or the Developer, its successors and assigns, if the property has been conveyed to it by the Owner, to modify, release or amend all the covenants and restrictions contained herein until such time as the Developer has sold all of the Lots; and thereafter these Declarations may be modified and amended by the vote of at least sixty-six percent (66%) of the owners of all Lots then subject to this Declaration, each such Lot to carry one vote. Any such modification must be in writing and filed of record in the Register's Office for Decatur County, Tennessee.

45. **No Reverter.** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.



IN WITNESS WHEREOF, the Owner has caused this Declaration to be executed on the day and date first above written.

BECK'S BRANCH, INC.

*Patricia Lovelace*  
By: Patricia Lovelace, President

STATE OF TENNESSEE  
COUNTY OF DECATUR

Personally appeared before me, the undersigned Notary Public in and for said State and County, PATRICIA LOVELACE, with whom I am personally acquainted, and who, upon oath acknowledged herself to be the President of BECK'S BRANCH, INC., the within named bargainor, a corporation, and that she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the entity by herself as such officer.

Witness my hand and notarial seal, this the 31 day of JULY, 2015.

*Janis Wright Boyd*  
NOTARY PUBLIC

My Commission Expires: 10-31-16

BK/PG: 304/5-16  
15071323

12 PGS-AL-RESTRICTIONS	
QINA BATCH: 26321	07/31/2015 - 02:08 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	60.00
ARCHIVE FEE	0.00
CP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	62.00

STATE OF TENNESSEE, DECATUR COUNTY  
DON DAVIS  
REGISTER OF DEEDS



# HOA Bylaws Dated August 1 2017



## AMENDED BYLAWS OF RIVER BREEZE ESTATES AT BECKS BRANCH HOMEOWNERS ASSOCIATION INC. Effective August 1, 2017

### ARTICLE I – ORGANIZATION AND PURPOSE

The organization shall have no seal.

The purpose of this organization is to act as the “Homeowners Association” or “Association” as described in the Declaration of Restrictive Covenants of Riverbreeze Estates I at Beck Branch – Phase One of record in Record Book 222, page 788 in the Register’s Office of Decatur County, Tennessee; the Declaration of Restrictive Covenants of Riverbreeze Estates at Beck Branch – Phase Two of record in Record Book 230, Page 419 in the Register’s Office of Decatur County, Tennessee; and all subsequent amendments and/or consolidations of such Restrictive Covenants of record in the Register’s office of Decatur County, Tennessee (hereinafter “Restrictive Covenants”), all of which are hereby referred to and incorporated herein by reference, in order to further the enhancement and assist in the management of the affairs of River Breeze Estates subdivision in Decatur County, Tennessee.

### ARTICLE II – MEMBERSHIP

Except for the Developer, membership in this organization shall be open to all who are property owners in River Breeze Estates subdivision (the “Subdivision”) in Decatur County, TN as set forth in the Restrictive Covenants; provided that each such owner is current on payment of the Association fees as established in the Restrictive Covenants.

No member shall transfer, by operation of law or otherwise, or encumber in any way his or her membership in the Association or any right arising therefrom.

### ARTICLE III – MEETINGS

The annual membership meeting of this organization shall be held at a date and location determined by the Board of Directors. At the annual meeting, the members shall elect Directors, receive information on the activities and financial condition of the organization, and transact such other business as may properly come before the meeting.

The Secretary shall mail a notice setting forth the time and place of such annual meeting to the Developer and to every member in good standing at his/her address as it appears in the membership records in this organization at least ten (10) days prior to the date of such annual meeting.



Regular meetings of this organization shall be held at River Breeze Estates.

The presence of the Developer and/or members representing not less than ten percent (10%) of the lots in the River Breeze subdivision shall constitute a quorum and shall be necessary to conduct the business of this organization; but a lesser percentage may adjourn the meeting. A quorum herein set forth shall be required at any adjourned meeting.

Special meetings of this organization may be called by the president or the Board of Directors when deemed to be in the best interests of the organization. Notices of such meeting(s) shall be mailed to the Developer and to all members in good standing at their addresses as they appear in the membership records at least ten (10) days before the scheduled date set for such special meeting. Such notice shall state the reasons that such meeting has been called and the business to be transacted at such meeting. At the request of a majority of the members of the Board of Directors or twenty five percent (25%) of the members of the organization, the president shall cause a special meeting to be called but such request must be made in writing at least ten (10) days before the requested scheduled date.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

#### **ARTICLE IV – VOTING**

Voting rights for the Developer and Association members in good standing shall be in accordance with the Association voting rights provisions contained in the Restrictive Covenants.

At all meetings, all votes shall be by voice. Action on any matter voted upon at a meeting of the members is approved if a quorum exists and if the votes cast in favor of the action exceed the votes cast against the action.

Only the Developer and members in good standing are eligible to cast a vote. If the Developer or a member entitled to vote cannot attend the meeting, another member in good standing may represent that member by proxy.

#### **ARTICLE V – BOARD OF DIRECTORS**

The business of this organization shall be managed by a Board of Directors consisting of three (3) members, together with the officers of this organization. At least one of the directors shall be a resident of the River Breeze Estates subdivision in Decatur County, Tennessee.



The directors to be chosen for the ensuing year shall be chosen at the annual meeting of this organization, and they shall serve for a term of two years. Terms may be renewed.

The Board of Directors shall control the management of the daily affairs and business of this organization. Such Board of Directors shall only act in the name of the organization when it shall be regularly convened by its chairman after due notice to all the directors of such meeting.

A majority of the members of the Board of Directors shall constitute a quorum. The meetings of the Board of Directors shall be held without notice at a time and place as the Board of Directors determine, but no less frequently than once a year.

Each director shall have one vote and such voting may not be done by proxy.

The Board of Directors may make such rules and regulations covering its meetings as it may in its discretion determine necessary.

Vacancies on the Board of Directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for the balance of the year.

To the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as may hereafter be adopted or amended, each present and future Director (and his or her estate, heirs, and personal representatives) shall be immune from any suit from the conduct of the affairs of the organization.

With respect to claims or liabilities arising out of service as a Director of the organization, the organization shall indemnify each present and future Director (and his or her estate, heirs, and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as may hereafter be adopted or amended.

## ARTICLE VI – OFFICERS

The officers of the organization shall be as follows:

President;  
Vice President;  
Secretary.

### President

- The President shall preside at all membership meetings;
- He shall, by virtue of his office, be the Chairman of the Board of Directors;

- He shall present a report of the work of the organization at the annual meeting of the organization;
- He shall appoint all committees, whether temporary or permanent;
- He shall see that the books, reports, and certificates required by law are properly kept or filed;
- He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

## Vice President

The Vice-President shall, in the event of the absence or inability of the President to exercise his office, become acting president of the organization with all the rights, privileges, and powers as if he had been the duly-elected president.

## Secretary

- The Secretary shall keep the minutes and records of the organization in appropriate books;
- It shall be his duty to file any certificate required by any statute, federal or state;
- He shall serve all notices to members of this organization;
- He shall be the official custodian of the records of this organization;
- He shall submit to the Board of Directors communications which shall be addressed to him as Secretary of the organization;
- He shall attend to correspondence of the organization and shall exercise all duties incident to the office of Secretary.

The Board of Directors shall select a Treasurer from one of the Association members in good standing.

The Treasurer shall have custody of funds and securities, receipts and disbursements, and shall monitor the deposit of all monies and other valuable assets in the name of and to the credit of the organization in such financial institutions as may be designated by the Board of Directors. The Treasurer shall render to the President and the Board of Directors, at any time they may require, an account of his or her transactions as Treasurer, and the financial condition of the organization.

In the case of the absence of any officer, or for any reason that the Board of Directors may deem sufficient, the Board of Directors may delegate the powers of such officer to another officer or to any Director for the time being.

No officer shall for reason of his office be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or director from receiving any compensation from the organization for duties other than as a director or officer.

## **ARTICLE VII – SALARIES**

The Board of Directors shall hire and fix the compensation of any employees which they in their discretion may determine to be necessary for the conduct of the business of the organization.

## **ARTICLE VIII – COMMITTEES**

All committees of this organization shall be appointed by the Board of Directors and their term of office shall be for a period of one year, or less if sooner terminated by the action of the Board of Directors.

## **ARTICLE IX – ASSESSMENTS**

Annual and special assessments of this Association shall be levied and enforced as specified in the Restrictive Covenants and as may be amended from time to time.

## **ADDENDUM # 1 - RIVER BREEZE COMMUNITY DOCK ASSOCIATION**

## **ARTICLE X - MEMBERSHIP**

Membership shall be limited to owners of lots in the subdivision who also own boat storage slips (the “slips”) on the dock (the “dock”) adjacent to the subdivision. Additionally, the membership shall be limited to members in good standing with the Homeowners Association.

## **ARTICLE XI - MEETINGS OF MEMBERS**

### SECTION 1 Annual Meetings

The annual meeting will be held in conjunction with the annual meeting of the Homeowners Association.

### SECTION 2 Special Meetings

Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the membership.

### SECTION 3 Quorum



The presence at the meeting of members entitled to cast, or of proxies entitled to cast, a majority of the votes of the membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to adjourn the meeting until a quorum shall be present or represented.

#### SECTION 4 Proxies

At all meetings of the members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease when the member is no longer eligible for membership in the Homeowners Association and/or the River Breeze Community Dock Association.

#### SECTION 5 Voting

The aggregate number of votes for all members of the Dock Association shall be equal to the number of slips, and each slip owner shall be entitled to one vote. If any slip ownership consists of more than one person, the voting shall be exercised as if the slip owner consisted of only one person.

No member who is in default in the payment of his assessments shall be entitled to exercise his right to vote until such default has been cured. A member shall be deemed to be in default if he has not paid his assessment within sixty (60) days after receipt of notice of assessment. A member may protest the amount of the assessment, but it still must be paid during the pendency of the protest to the Board of Directors of the Association.

#### **ARTICLE XII - OFFICERS**

The Board of Directors of the Homeowners Association shall serve as officers for the River Breeze Community Dock Association, and shall perform duties in the same capacity.

#### **ARTICLE XIII - ASSESSMENTS**

Each member of the Community Dock Association is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which assessment is made. The expenses of the Community Dock shall be divided equally between the slip owners.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the highest lawful rate and the Association may bring action at law against the member personally obligated to pay the same, or may foreclose the lien against the property, and interest, cost and reasonable attorney fees of any such action shall be added to the amount of

such assessment. No member may waive or otherwise escape liability for the assessments by non-use of the dock or abandonment of his slip.

## ARTICLE X – AMENDMENTS

These Bylaws may be altered, amended, repealed or added to by an affirmative vote of not less than a majority of the Board of Directors.

Approved and adopted by the undersigned, this the 1<sup>st</sup> day of August, 2017.



BRENT PATRICK, President



JEFF LOVELACE, Vice President



BEN BAYLESS, Secretary



MYRA RUTHERFORD, Treasurer

# Lot 22 Flood Overlay





# River Breeze Boat Dock Rules



## RIVER BREEZE ESTATES AT BECKS BRANCH

### RULES AND REGULATIONS FOR BOAT DOCK USE

EFFECTIVE AUGUST 1, 2017

Whereas the Board of Directors (BOD) of River Breeze Estates at Becks Branch Homeowners Association Inc. (HOA) finds it in the best interest of the community to adopt rules governing the use of the dock, this memo establishes rules for the use of the River Breeze Estates Community Boat Dock.

RULE 1 Dock space shall only be for actively used boats, including winter storage.

RULE 2 The HOA, its officers and directors, will be held harmless for boats or equipment that may be damaged or stolen.

RULE 3 Only HOA approved fenders and bumpers may be attached to any part of the dock structure (no tires, PVC, etc).

RULE 4 No names, signage, or other identification shall be painted or secured to the dock, except as may be approved by the HOA.

RULE 5 **Dock surface shall be kept clear of all equipment and materials so as not to create a tripping hazard. Items not in use are to be stored in the slip lockers. All slip lockers will be closed and latched when not in use.**

RULE 6 Nothing shall be attached to the dock structure that may interfere with navigation or free access to or from the boat slips.

RULE 7 **No boat slip owner or guest using the dock shall use glass or other breakable containers in the dock area. All owners using the dock must remove all trash and debris, and clean and restore the dock to the same condition as when their use began.**

RULE 8 Only side mounted pneumatic boat lifts, such as Hydrohoist, are approved. All installation of lifts must be pre-approved by the BOD of the HOA and/or the Developer.

RULE 9 Any damage to the dock or other HOA property by an owner's boat is the sole responsibility of the owner. Any repairs will be at the offending owner's expense.

RULE 10 **Any person accompanying a slip owner or any guest who moors or secures his boat to the dock becomes a guest of that slip owner, and the slip owner is responsible for the conduct of the guest and assumes any liability for the guest while using the dock.**

RULE 11 No slip owner may discharge any sewage, waste, garbage, or contamination, nor allow any environmentally sensitive item or material to enter the water in the dock area.



RULE 12 Major boat repair work is not permitted at the dock. Routine cleaning and minor maintenance, including winterization will be permitted.

RULE 13 A copy of a current boat Certificate of Liability Insurance coverage, together with a copy of the boat registration must be provided to the HOA each year.

RULE 14 **Absolutely NO SWIMMING, DIVING, or HORSEPLAY is allowed in the dock area.**

RULE 15 **Parents or legal guardians are fully responsible for minor children in or about the dock area AT ALL TIMES.**

RULE 16 Parking is only allowed in the area adjacent to the clubhouse and boat ramp area. Temporary loading or unloading of items to the boat dock is permitted, however vehicles are to be moved once loading or unloading is complete.

RULE 17 Members and guests are not permitted to live aboard watercraft or sleep overnight while a boat is moored, nor will any pets be left aboard unattended.

RULE 18 No fires of any kind are permitted on the dock or on a boat while moored at the dock. The use of charcoal or propane grills on or near the dock are prohibited.

RULE 19 Any alteration or addition to an owner's designated boat slip must have prior approval from the BOD of the HOA and/or the Developer.

RULE 20 Any damaged boat through collision, fire, storm, or other accident, shall be removed within fifteen (15) days of such damage.

RULE 21 No boats or vessels in excess of twenty-five feet (25') in length may be docked.

RULE 22 All electrical connections in use on the dock will be properly grounded.

## ENFORCEMENT

Any owner in violation of these rules may be fined up to \$25.00 for each such violation.

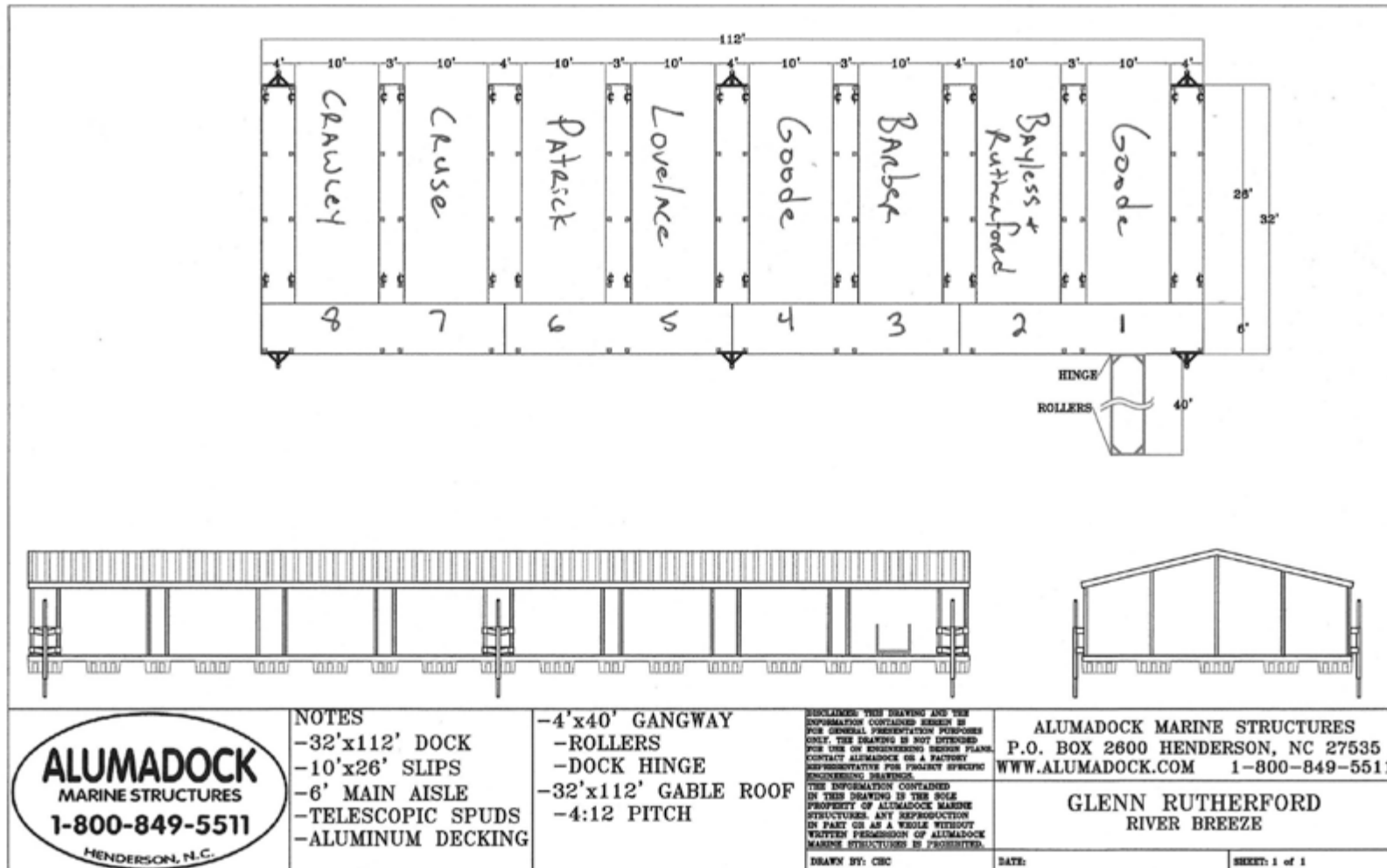
All boat slip owners and renters will sign an acknowledgment form accepting these rules and regulations as a condition of ownership and use of the River Breeze Community Boat Dock. Anyone who rents a boat slip from a boat slip owner assumes responsibility for the liabilities listed in these rules and regulations, as if they owned the boat slip they are renting.

# River Breeze Boat Slip Assignments

**McLEMORE**  
AUCTION  
COMPANY, LLC



www.mclmoreauction.com



NOTE: ALL BOLTS REQUIRE ANTI-SEIZE FOR INSTALLATION



# Tax Information for Lot 12



Tuesday, March 27, 2018

## LOCATION

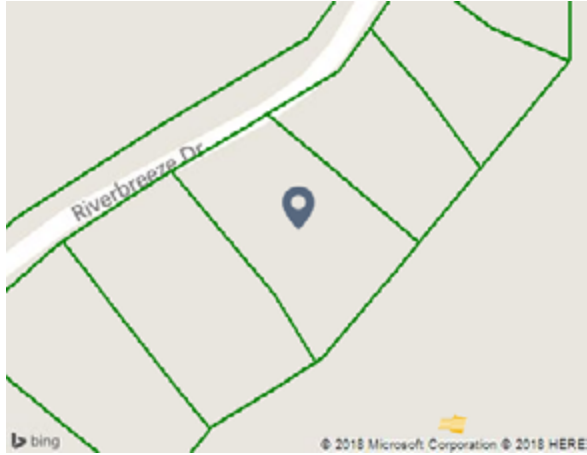
<b>Property Address</b>	Riverbreeze Dr TN
<b>Subdivision</b>	Riverbreeze Estates
<b>County</b>	Decatur County, TN

## PROPERTY SUMMARY

<b>Property Type</b>	Residential
<b>Land Use</b>	Household Units
<b>Improvement Type</b>	
<b>Square Feet</b>	

## GENERAL PARCEL INFORMATION

<b>Parcel ID/Tax ID</b>	027C A 012.00
<b>Special Int</b>	000
<b>Alternate Parcel ID</b>	
<b>Land Map</b>	027C
<b>District/Ward</b>	09
<b>2010 Census Trct/Blk</b>	9550.01/1
<b>Assessor Roll Year</b>	2017



## CURRENT OWNER

<b>Name</b>	Rutherford Glenn Rutherford Myra Etal
<b>Mailing Address</b>	432 Becks Branch Dr Sugar Tree, TN 38380

## SALES HISTORY THROUGH 03/02/2018

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
1/4/2018	\$1	Rutherford Glenn		Quit Claim Deed		325/850 18076848
5/24/2017	\$45,000	Rutherford Glenn		Warranty Deed		320/299 17075497
9/28/2010	\$41,000	Massey Larry Dean Jr		Warranty Deed		261/333
1/17/2010		Wachovia Mortgage Corp				255/885
10/19/2007	\$255,500	Krufft Darrin E		Warranty Deed		234/486
3/16/2007	\$380,000	Rutherford Richard G Jr		Warranty Deed	2	227/133
9/29/2006	\$16,000			Warranty Deed	41	222/796
12/12/2005					16	212/175

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
<b>Appraisal Year</b>	2017	<b>Assessment Year</b>	2017		
<b>Appraised Land</b>	\$45,000	<b>Assessed Land</b>		<b>Decatur</b>	1.99
<b>Appraised Improvements</b>		<b>Assessed Improvements</b>			
<b>Total Tax Appraisal</b>	\$45,000	<b>Total Assessment</b>	\$11,250		
		<b>Exempt Amount</b>			
		<b>Exempt Reason</b>			

COPYRIGHT © 2018 COURTHOUSE RETRIEVAL SYSTEM. ALL RIGHTS RESERVED.  
Information Deemed Reliable But Not Guaranteed.



# Tax Information for Lot 12



Property Report for RIVERBREEZE DR. cont.

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2017		\$223.88	\$223.88
2016		\$99.50	\$99.50
2015		\$99.50	\$99.50
2014		\$223.88	\$223.88

## MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#	Assignments/ Releases
10/19/2007	\$229,950	Kruft Darrin	Wachovia Mortgage	234/488 07052385	A

## ASSIGNMENTS & RELEASES

Mortgage Date	New Lender	Original Lender	Borrower	Book/Page or Document#	Recorded Date	Document Type
10/19/2007	Wachovia Mortgage Corp	Mers	Kruft Darrin	255/47 09058061	12/18/2009	Assignment

## 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	Household Units	Lot Dimensions
Block/Lot	/12	Lot Square Feet
Latitude/Longitude	35.754980°/-88.004178°	Acreage

## PROPERTY CHARACTERISTICS: UTILITIES/AREA

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

## LEGAL DESCRIPTION

Subdivision	Riverbreeze Estates	Plat Book/Page	2/32
Block/Lot	/12	District/Ward	09
Description			

## FLOOD ZONE INFORMATION

Zone Code	Flood Risk	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.	47039C0050E	04/19/2010

COPYRIGHT © 2018 COURTHOUSE RETRIEVAL SYSTEM. ALL RIGHTS RESERVED.  
Information Deemed Reliable But Not Guaranteed.



# Tax Information for Lot 22



Tuesday, March 27, 2018

## LOCATION

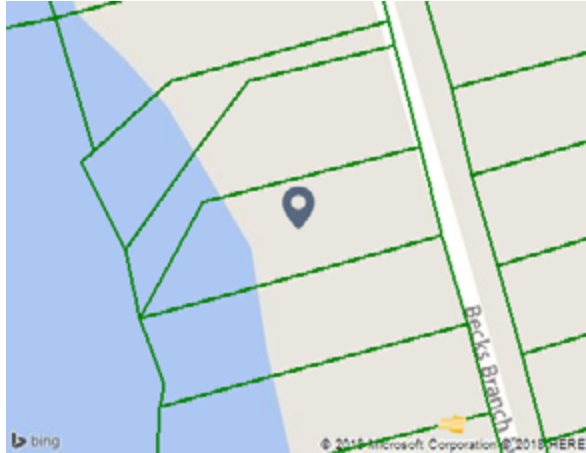
<b>Property Address</b>	Becks Branch Dr TN
<b>Subdivision</b>	Riverbreeze Estates Ph II
<b>County</b>	Decatur County, TN

## PROPERTY SUMMARY

<b>Property Type</b>	Residential
<b>Land Use</b>	
<b>Improvement Type</b>	
<b>Square Feet</b>	

## GENERAL PARCEL INFORMATION

<b>Parcel ID/Tax ID</b>	027G A 005.00
<b>Special Int</b>	000
<b>Alternate Parcel ID</b>	
<b>Land Map</b>	027G
<b>District/Ward</b>	09
<b>2010 Census Trct/Blk</b>	9550.01/1
<b>Assessor Roll Year</b>	2017



## CURRENT OWNER

<b>Name</b>	Rutherford Richard Glenn J Bayless Benjamin M
<b>Mailing Address</b>	Po Box 107 Sugar Tree, TN 38380-0107

## SALES HISTORY THROUGH 03/02/2018

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
4/7/2014	\$28,700	Rutherford Richard Glenn J Bayless Benjamin M		Warranty Deed		292/299
9/25/2013	\$25,500	Monroe Johnny		Warranty Deed		288/429
7/31/2013	\$250,000	Military Warriors Sup Foun		Warranty Deed		287/902
7/5/2013		Bank Of America N A 7105 Corporate Dr				286/16
9/11/2007	\$250,500	Swanson Douglas S Etux Cynthia Elaine		Warranty Deed		233/48
9/11/2007		Riverbreeze Estates Assoc LLC				233/46
9/29/2006		Becks Branch Inc A Tennessee Corp			41	222/796

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
<b>Appraisal Year</b>	2017	<b>Assessment Year</b>	2017		
<b>Appraised Land</b>	\$125,000	<b>Assessed Land</b>		<b>Decatur</b>	1.99
<b>Appraised Improvements</b>		<b>Assessed Improvements</b>			
<b>Total Tax Appraisal</b>	\$125,000	<b>Total Assessment</b>	\$31,250		
		<b>Exempt Amount</b>			
		<b>Exempt Reason</b>			

## TAXES

COPYRIGHT © 2018 COURTHOUSE RETRIEVAL SYSTEM. ALL RIGHTS RESERVED.  
Information Deemed Reliable But Not Guaranteed.





# Tax Information for Lot 22



## Property Report for BECKS BRANCH DR. cont.

Tax Year	City Taxes	County Taxes	Total Taxes
2017		\$621.88	\$621.88
2016		\$621.88	\$621.88
2015		\$621.88	\$621.88
2014		\$621.88	\$621.88

### MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#	Assignments/ Releases
02/09/2015	\$134,220	Rutherford Richard Glenn Jr Rutherford Myra	State Farm Bank	299/646 15070067	
09/07/2007	\$175,950	Swanson Douglas S Swanson Cynthia Elaine	Bank Of America	233/50 07052028	

### 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
Block/Lot /22	Lot Square Feet
Latitude/Longitude 35.754111°/-88.007717°	Acreage

### PROPERTY CHARACTERISTICS: UTILITIES/AREA

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

### LEGAL DESCRIPTION

Subdivision Riverbreeze Estates Ph II	Plat Book/Page	2/37
Block/Lot /22	District/Ward	09
Description		

### FLOOD ZONE INFORMATION

Zone Code	Flood Risk	Description	FIRM Panel ID	FIRM Panel Eff. Date
AE	High	Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. Base Flood Elevations (BFEs) are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.	47039C0050E	04/19/2010
X	Minimal	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47039C0050E	04/19/2010

COPYRIGHT © 2018 COURTHOUSE RETRIEVAL SYSTEM. ALL RIGHTS RESERVED.  
Information Deemed Reliable But Not Guaranteed.



# Tax Information for Lot 30



Tuesday, March 27, 2018

## LOCATION

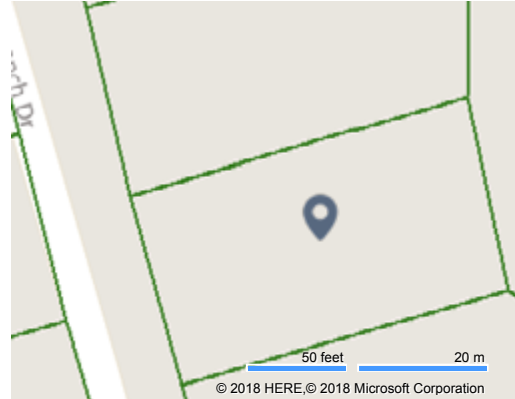
<b>Property Address</b>	Becks Branch Dr TN
<b>Subdivision</b>	Riverbreeze Estates Ph II
<b>County</b>	Decatur County, TN

## PROPERTY SUMMARY

<b>Property Type</b>	Residential
<b>Land Use</b>	Household Units
<b>Improvement Type</b>	
<b>Square Feet</b>	

## GENERAL PARCEL INFORMATION

<b>Parcel ID/Tax ID</b>	027G A 021.00
<b>Special Int</b>	000
<b>Alternate Parcel ID</b>	
<b>Land Map</b>	027G
<b>District/Ward</b>	09
<b>2010 Census Trct/Blk</b>	9550.01/1
<b>Assessor Roll Year</b>	2017



## CURRENT OWNER

<b>Name</b>	Becks Branch A Tennessee Corp
<b>Mailing Address</b>	Po Box 107 Sugar Tree, TN 38380-0107

## SALES HISTORY THROUGH 03/02/2018

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	No. Parcels	Book/Page Or Document#
9/29/2006		Becks Branch A Tennessee Corp			41	222/796

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
<b>Appraisal Year</b>	2017	<b>Assessment Year</b>	2017		
<b>Appraised Land</b>	\$65,000	<b>Assessed Land</b>		Decatur	1.99
<b>Appraised Improvements</b>		<b>Assessed Improvements</b>			
<b>Total Tax Appraisal</b>	\$65,000	<b>Total Assessment</b>	\$16,250		
		<b>Exempt Amount</b>			
		<b>Exempt Reason</b>			

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2017		\$323.38	\$323.38
2016		\$323.38	\$323.38
2015		\$323.38	\$323.38
2014		\$323.38	\$323.38

## MORTGAGE HISTORY

No mortgages were found for this parcel.



# Tax Information for Lot 30



## 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	Household Units	Lot Dimensions
Block/Lot	/30	Lot Square Feet
Latitude/Longitude	35.754206°/-88.006730°	Acreage

## PROPERTY CHARACTERISTICS: UTILITIES/AREA

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

## LEGAL DESCRIPTION

Subdivision	Riverbreeze Estates Ph II	Plat Book/Page	2/37
Block/Lot	/30	District/Ward	09

## Description

## FLOOD ZONE INFORMATION

Zone Code	Flood Risk	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.	47039C0050E	04/19/2010

© 2018 Courthouse Retrieval System. All Rights Reserved.  
Information Deemed Reliable But Not Guaranteed.



# Title Commitment for Lot 12

American Land Title Association

ALTA Commitment Form  
Adopted 6-17-06

Commitment Number: 13161

## SCHEDULE A

1. Effective Date: April 3, 2018 at 08:00 AM
2. Policy or Policies to be Issued: Amount
  - (a)   X   Owner's Policy ( ALTA Own. Policy (10/17/92) )  
Proposed Insured:  
T.B.D.
  - (b)        Loan Policy ( ALTA Loan Policy (10/17/92) )  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
Ben Bayless and Glenn Rutherford and wife, Myra Rutherford
5. The land referred to in the Commitment is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

J. Gilbert Parrish, Jr.

By: 

J. Gilbert Parrish, Jr.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members  
in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.



(13161.PFD/13161/2)





# Title Commitment for Lot 12



American Land Title Association

ALTA Commitment Form  
Adopted 6-17-06

Commitment Number: 13161

## SCHEDULE B

1. Requirements:
  - a. Pay the agreement amounts for the interest in the land and/or the mortgage to be insured.
  - b. Pay us the premiums, fees and charges for the policy.
  - c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
  - d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
  - e. Warranty Deed from Glenn Rutherford and wife, Myra Rutherford and Ben Bayless to \_\_\_\_\_ must be properly executed, delivered and recorded.
2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
  - a. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.
  - b. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
  - c. All assessments and taxes due in 2018, and thereafter.
  - d. Rights of parties in possession.
  - e. Subject to the restrictive covenants as shown in Record Book 230, page 419 and as amended in Record Book 231, page 143 in the Decatur County Register's Office.
  - f. Subject to the flowage easements granted to the USA.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(13161.PFD/13161/2)



# Title Commitment for Lot 12



Commitment Number: 13161

## EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Being Lot No. 12 in the River Breeze Estates Subdivision, a plat of said subdivision being of record in Plat Cabinet 2, page 32 in the Register's Office of Decatur County, Tennessee and reference is heremade to said plat and to the cabinet and slide where recorded for a more complete and accurate description of said Lot No. 12, and the descriptions, location and designations as theregiven and shown is incorporated herein by reference thereto as fully and to the same extent as if copied in full herein.

Being the same property conveyed to Glenn Rutherford and wife, Myra Rutherford by deed of Larry Dean Massey, Jr., dated May 24, 2017 and recorded in Record Book 320, page 299 in the Decatur County Register's Office. The said Glenn Rutherford and wife, Myra Rutherford conveyed a 1/2 interest to Ben Bayless by Quitclaim Deed dated January 4, 2018 and recorded in Record Book 325, page 850 in the Decatur County Register's Office.

ALTA Commitment  
Exhibit A

(13161.PFD/13161/3)



# Title Commitment for Lot 22

American Land Title Association

ALTA Commitment Form  
Adopted 6-17-06

Commitment Number: 13162

## SCHEDULE A

1. Effective Date: March 29, 2018 at 08:00 AM
2. Policy or Policies to be issued: Amount
  - (a)   X   Owner's Policy ( ALTA Own. Policy (10/17/92) )  
Proposed Insured:  
T.B.D.
  - (b)        Loan Policy ( ALTA Loan Policy (10/17/92) )  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
Richard Glenn Rutherford, Jr. and Benjamin M. Bayless
5. The land referred to in the Commitment is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

J. Gilbert Parrish, Jr.

By: 

J. Gilbert Parrish, Jr.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(13162.PFD/13162/2)



# Title Commitment for Lot 22



American Land Title Association

ALTA Commitment Form  
Adopted 6-17-06

Commitment Number: 13162

## SCHEDULE B

1. Requirements:
  - a. Pay the agreement amounts for the interest in the land and/or the mortgage to be insured.
  - b. Pay us the premiums, fees and charges for the policy.
  - c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
  - d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
  - e. Warranty deed from Richard Glenn Rutherford, Jr., and Benjamin M. Bayless to \_\_\_\_\_ must be properly executed, delivered and recorded.
2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
  - a. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.
  - b. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
  - c. All assessments and taxes due in 2018, and thereafter.
  - d. Rights of parties in possession.
  - e. Subject to the restrictive covenants of record in Record Book 230, page 419 and as amended in Record Book 231, page 143 in the Register's Office of Decatur County.
  - f. Subject to the flowage easements granted to the USA.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(13162.PFD/13162/2)





Commitment Number: 13162

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

Being Lot No. 22 in the Riverbreeze Subdivision, a plat of said subdivision being of record in Plat Cabinet 2, page 37 in the Register's Office of Decatur County, Tennessee and reference is here made to said plat and the to cabinet and slide where recorded for a more complete and accurate description of said Lot No. 22, and the descriptions, location and designations as theregiven and shown is incorporated herein by this reference thereto as fully and to the same extent as if copied in full herein.

Being the same property conveyed to Richard Glenn Rutherford, Jr., and Benjamin M. Bayless by deed of Johnny Monroe dated April 7, 2014 and recorded in Record Book 292, page 299 in the Decatur County Register's Office.

ALTA Commitment  
Exhibit A

(13162.PFD/13162/3)



# Title Commitment for Lot 30

American Land Title Association

ALTA Commitment Form  
Adopted 6-17-06

Commitment Number: 13160

## SCHEDULE A

1. Effective Date: April 3, 2018 at 08:00 AM
2. Policy or Policies to be issued: Amount
  - (a)   X   Owner's Policy ( ALTA Own. Policy (10/17/92) )  
Proposed Insured:  
T.B.D.
  - (b)        Loan Policy ( ALTA Loan Policy (10/17/92) )  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
Beck's Branch, Inc.
5. The land referred to in the Commitment is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

J. Gilbert Parrish, Jr.

By: 

J. Gilbert Parrish, Jr.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members  
in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.



(13160.PFD/13160/2)



# Title Commitment for Lot 30



American Land Title Association

ALTA Commitment Form  
Adopted 6-17-06

Commitment Number: 13160

## SCHEDULE B

1. Requirements:
  - a. Pay the agreement amounts for the interest in the land and/or the mortgage to be insured.
  - b. Pay us the premiums, fees and charges for the policy.
  - c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
  - d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
  - e. Warranty Deed from Beck's Branch, Inc., to \_\_\_\_\_ must be properly executed, delivered and recorded.
2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
  - a. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.
  - b. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
  - c. All assessments and taxes due in 2018, and thereafter.
  - d. Rights of parties in possession.
  - e. Subject to the Declaration of Restrictive Covenants for Riverbreeze Estates I, as shown in Record Book 222, page 796 in the Decatur County Register's Office.
  - f. Subject to the Declaration of Restrictive Covenants for Riverbreeze Estates, Phase II as shown in Record Book 230, page 419 in the Decatur County Register's Office.
  - g. Subject to the first Amended Declaration of Restrictive Covenants for Riverbreeze Estates, Phase II, as shown in Record Book 231, page 143 in the Decatur County Register's Office.
  - h. Subject to the TVA flowage easements granted to the United States of America as shown in Record Book 231, page 143 in the Decatur County Register's Office.
  - i. Subject to the restriction that no buildings shall be constructed within 200 feet of the river right of way.
  - j. Subject to the Amended and Consolidated Declaration of Restrictive Covenants of Riverbreeze Subdivision - All Phases as shown in Record Book 284, page 437 in the Decatur County Register's Office.

Copyright 2006-2009 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(13160.PFD/13160/2)



# Title Commitment for Lot 30



Commitment Number: 13160

## EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Being Lot 30 of Riverbreeze Estates, Phase 2, a plat or plan of said subdivision being of record in Plat Book 2, page 37 in the Decatur County Register's Office.

Being a portion of the same property conveyed to Beck's Branch, Inc., by deed of record in Record Book 222, page 796 in the Decatur County Register's Office.

ALTA Commitment  
Exhibit A

(13160.PFD/13160/3)

