



## Two Lots in Beechview Development near Clifton, TN (2)

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# Aerial Map



MLS Tax Suite™  
Powered by CRS Data

Map for Parcel Address: Beechview TN Parcel ID: 029C C 025.00



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# Amendment to Covenants - 1993



**MCLEMORE**  
AUCTION COMPANY

This instrument prepared by:  
Larry R. Dorning  
Attorney at Law, P.C.  
11-B South Court Street  
Hohenwald, TN 38462

AMENDMENT OF DECLARATION OF CONDITIONS, COVENANTS AND  
RESTRICTIONS

THIS AMENDMENT is made this 30 day of June, 1993, by  
BEECHVIEW CORPORATION, hereinafter referred to as "declarant".

WHEREAS, the original Declaration of Conditions, Covenants  
and Restrictions were recorded in Miscellaneous Book 18, page  
263, in the Register's office of Wayne County, Tennessee,  
establishing restrictions for a development known as Beechview  
Recreation Development in Wayne County, Tennessee, and;

WHEREAS, pursuant to Section II. (3) and Section II. (5) the  
restrictions prohibited placing more than one residential  
dwelling upon any one lot and re-subdividing a lot, respectively  
and;

WHEREAS, the intent was to prevent creating a density of  
residences greater than the number of lots provided; but no  
provision was made for two lot owners purchasing a lot located  
between their respective lots and subdividing the lot located  
between so as to add it to the other lot already owned by each  
owner so as to create a larger area on which to place an  
appropriate structure, which would not increase the density of  
the subdivision but rather would ultimately decrease the density,  
thereby creating a much better environment for all owners of the  
development.

NOW, THEREFORE, DECLARANT declares that Section II. (3)  
shall be amended by adding language to the restriction as  
follows: "However more than one residential dwelling shall be  
allowed upon any one lot, if that lot has been subdivided and the  
portion subdivided has been added to another whole lot which has

Certificate of  
For Expansion See mcL-27 Book  
Page 779 7-10-93 Ruth Dutler, Register

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not been subdivided, so as to create a larger area for an appropriate structure."

FURTHERMORE, Section II. (5) is hereby declared to be amended by adding language to the present restriction as follows: "However subdivision of a lot shall be allowed and it is further allowed to sell a fractional part of a lot, as long as the part of the lot subdivided or sold is added to an adjoining whole lot which has not been subdivided, so as to create a larger area for the placement of an appropriate structure, which structure shall be allowed to be placed on the whole lot or the portion adjacent to it which has been partitioned off, as long as the placement does not violate any setback requirements, which requirements shall be considered to apply to the new area, including the subdivided portion added to the whole lot adjacent to it."

These amendments shall be effective immediately upon recording, and shall run with the land, thereby binding declarant, its successors and assigns, and all purchasers of lots situated within said subdivisions and/or development. Furthermore, said amendments shall operate so as to validate any subdivision of any lot occurring prior hereto meeting the requirements of these amendments, all of which will have the ultimate effect of less crowding of structures in the development, which will enhance the beauty and enjoyment of the entire development for everyone concerned.

IN WITNESS WHEREOF, Beechview Corporation executes this amendment by its officer duly authorized in the premises on the day and date first above written.

BEECHVIEW CORPORATION

By William E. Bates  
William E. Bates, President



STATE OF TENNESSEE

COUNTY OF Lewis

Personally appeared before me, Mary S. Dornine, a  
(name of notary public)

Notary Public in and for said County and State, William E. Bates, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Beechview Corporation, a corporation, the within named bargainor, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation thereto by himself as President.

My Commission Expires: 12-28-96

Witness my hand and official seal at Unionville,  
Tennessee, this 30 day of June, 1993.



Mary S. Dornine  
Notary Public

STATE OF TENNESSEE, WAYNE COUNTY

The foregoing instrument and certificate were noted in  
Note Book 15 Page 136 At 9:30 o'clock A M 1-10-93  
and recorded in McL Book 27 Series - Page 776  
State Tax Paid \$ - Fee \$ - Recording Fee 2.00 Total \$ 2.00  
Witness My hand.  
Receipt No. 8506

Ruth Butler  
Ruth Butler  
Register



# Amendment to Covenants - 1999



**MCLEMORE**  
AUCTION COMPANY

This instrument prepared by:  
Larry R. Dorning  
Attorney at Law, PC  
111 West Main Street  
Hohenwald, TN 38462

## AMENDMENT OF CONDITIONS, COVENANTS AND RESTRICTIONS

WHEREAS, the Declaration of Conditions, Covenants and Restrictions was recorded by the Beechview Corporation pertaining to certain property conveyed to it from Carolyn Mathis dated June 28, 1988, of record in Deed Book 112, page 673, in the Register's office of Wayne County, Tennessee; and

WHEREAS, the Declaration contained a provision allowing for the amendment of the Conditions, Covenants and Restrictions applying to said development; and

WHEREAS, Item VII provides that a majority of the owners of the lots subject to the provisions may record a document agreeing to change the Declaration of Conditions, Covenants and Restrictions, and further provides that these restrictions after January 1, 1995, may be amended by the vote of the owners of two-thirds of the lots in the development; and

WHEREAS, it is now the desire of the requisite number of lot owners to amend the Conditions, Covenants and Restrictions; and, in particular, number I.a. providing that there shall be no permanent improvement erected on any recreational lot; and

WHEREAS, the sought after amendment to that condition is to provide that the owners of recreational lots should be allowed to erect coverings or awnings for campers, which structures will be bolted to a concrete pad, so that the owners of said recreational lots can place their recreational vehicles underneath a covering to protect them from rain, hail, wind, sunshine, heat and the other elements of nature, so as to protect and preserve the value of their recreational vehicles and to enhance the enjoyment of their recreational lots. The purpose of such amendment is to overcome the interpretation that such a structure may be permanent, even though the parties herein believe that it would not be a permanent structure in that it will be bolted to a pad and can be removed if desired.

NOW, THEREFORE, in consideration of the mutual benefits and advantages to the owners of recreational lots, the undersigned parties declare that the Declaration of Conditions, Covenants and Restrictions recorded in Miscellaneous Book 18, page 263, in the Register's office of Wayne County, Tennessee, be and the same are hereby amended to the extent that said Declaration does not conflict with the language as hereinafter provided; and, in particular, the language of Section I.a. which amended language shall be as follows:

STATE OF TENNESSEE, WAYNE COUNTY  
Received and Noted in Note Bk 16, Pg 283 at 9:45 A.M.  
11-19-99 and recorded in mc Bk 42 Pg 678  
State Tax Paid \$ 0  
Fee/Data 2.00  
Recording Fee 24.00  
Total 26.00  
Receipt No. 33941  
RUTH BUTLER, Register Larry Dorning







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"The owners of recreational lots shall be allowed to construct and/or erect coverings and/or awnings for recreational vehicles, which shall have an attractive appearance and shall be of new material such as metal or an awning type structure, which structure shall be bolted to a concrete pad on which the recreational vehicle is located for the purpose of protecting said recreational vehicle from the elements of nature including rain, hail, wind, sunshine, heat and the other harsh elements which tend to destroy said recreational vehicles, as well as interfering with the enjoyment of same."

This amendment shall be effective immediately upon its being executed by the requisite number of lot owners and recorded in the Register's Office of Wayne County, Tennessee.

In WITNESS whereof the undersigned parties execute this amendment on the day and date indicated in the acknowledgment.

Lot No./Section No.	Signature of record lot owner/owners
Lot 5-6-7	Lewis Family / Lynn Farrell
2 Sec. 2, Lot 3	Charles Carroll / Elaine Carroll
3 Sec. 101, Lot 14 & 15	Maile Temple / Stan Temple
4 Lot 25 Sec. 1	Deanna Hall / Mark Hall
5 Lot 25 Sec. 1	Jarl Plunkett / Kent Plunkett
Lot 24 Sec. 1	Robert Alagoo parents own
6 15-16-17 Sec. 1	Robert Westbrook - Malba Westbrook
Sec. 1 C Lot 3, 4, 5	Jim Perkins / Glorine Haykin
7 101 25, 26, 27, 28	Jane Williams / Steve F. Will
8 Sec. 1 C Lot 135	Gary Plunkett / Gerlin Canavan
9 Sec. 1 Lot 21 20-23	James H. Nance & Robbie Nance
10 Sec. 1 C 17-20	Ann O'Pluse
11 Sec. 1 C Lot 9 C	Normie Crummett / Doris Crummett
12 Sec. 1 C Lot 10 C	Eddie Mifam
13 Sec. 1 C Lot 11 C & 12 C	James Juckey
14 Sec. 1 Lot 37	Allen Juckey
15 Sec. 101, Lot 20-21	Roger W. K.
16 Sec. 101, Lot 100	Steve Swann / Pat Williams
17 Sec. 1 Lot 29 & 30	Karen Brown / Ken Brown
18 Sec. 1 B Lot 1 B	Trish Raines / James Raines
19 Sec. 1 31 32 33	Barbara Raines / Boyd Raines





# Amendment to Covenants - 1999



**MCLEMORE**  
AUCTION COMPANY

Lot No./Section No.	Signature of record lot owner/owners
20 Sec 1B Lot 2-36 Sec 1C 21 Sec 1C Lot 22-36 Sec 1C 22 Sec 1 Lot 24	Greg and Danielle McChris William Stagg / Patricia Stagg James Stagg / Helen Stagg Tommy Dickson / Jim Dickson
23 Sec 1 Lot 4	Betty & Samuel Earl Conall
24 Sec 1D Lot 15D	William Smith
25 Sec 1A Lot 7A	Betty Dickson
26 Sec 3 Lot 20	Leslie Dickson
27 Sec 3 Lot 20	Leslie Dickson
27 Sec 1A Lot 4A	Terry Anderson / Edna Anderson
28 Lot By Beth House	Donna Anderson / Dorothy Anderson
29 Sec 3 Lot 1	Donna Anderson / Chris Davis
30 Sec 3 Lot 1	Donna Anderson / Chris Davis
31 Sec 1D Lot 14D	Donna Anderson / Chris Davis
32 Sec 1D Lot 5D	Donna Anderson / Chris Davis
33 Sec 1C Lot 17-18C	Donna Anderson / Chris Davis
34 Sec 1D Lot 13D	Donna Anderson / Chris Davis
35 Sec 1 Lot 41	Donna Anderson / Chris Davis
36 Sec 1A Lot 5A	Donna Anderson / Chris Davis
37 Sec 1A Lot 34	Donna Anderson / Chris Davis
38 Sec 3B Lot 13	Donna Anderson / Chris Davis
39 Sec 3C Lot 1	Donna Anderson / Chris Davis
40 Sec 1-D Lot 29-30	Donna Anderson / Chris Davis
41 Sec 1-D Lot 16-17-18	Donna Anderson / Chris Davis
42 Sec 1 Lot 35-36	Donna Anderson / Chris Davis
43 Sec 1 Lot 21D	Donna Anderson / Chris Davis
44 Lot 11 & 12 Sec 1D	Donna Anderson / Chris Davis
45 Lot 24 & 25 Sec 1C	Donna Anderson / Chris Davis
46 Lot 24 & 25 Sec 1C	Donna Anderson / Chris Davis
47 Sec 1D Lot 4-56-7-8	Donna Anderson / Chris Davis
48 Sec 1C Lot 4-56-7-8	Donna Anderson / Chris Davis
49 Sec 2 Lot 4	Donna Anderson / Chris Davis
50 Sec 3 Lot 13 & 14	Donna Anderson / Chris Davis





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Lot No./Section No.	Signature of record lot owner/owners
51 <del>Sec 1A, Lot 1A</del> Sec 1, Lot A	Haggard Family L.P. by Sibyl Haggard
52 Sec 1, Lot 6, 7	Leanna Christensen Johnston
53 Sec 1, Lot 8	Cl Conner, Debbie Conner
54 Sec 1, Lot 9-10	Billie Ann Hester Helen Thinder
55 Sec C Lot 14 & 15	Don Kaley Christine Kaley
56 Sec 1C Lot 16C	James M. Marston Mary Marston
57 Sec 1, Lot 27 & 28	Darin A. Turk
58 Sec 2, Lot 1	Mary C. Muir
59 Sec 2, Lot 7	Ernest J. Harker - George J. Harker
60 Sec 3E Lot 9E	Charles J. Harker
61 <del>Sec 1A Lot 16-17A</del> Sec 1A Lot 16-17A	John Harker & Ann Harker
62 Sec 1, Lot 20-21	John Harker & Ann Harker
63 Sec 1A Lot 8-9A	Charles Harker
64 Sec 3D 8-9 Sec 1, Lot 3	Charles Harker
65 Sec 1, Lot 2	James Harker
66 Sec 1, 2, 3C	James Harker
67 Sec 1D, Lot 6D-7D	James Harker
68 Sec 3D, Lot 27	James Harker
69 Sec 2, Lot 5-6	James Harker





Lot No./Section No.	Signature of record lot owner/owners
70 Sec 2A Lot 4A	Billy B. Bester, Danielle Bester
71 Sec 1A Lot 29A	Lance Harris, James Wheat
Sec 10 Lot 14D	Doreen Martin
72 Sec 3B Lot 15-18	Betta James
73 13 & 14 Sec 1	Paul Russell, Paullette Russell
74 Sec 3 Lot 21	Jae T. Fambro
75 Sec 1 Lot 12	Wanda Goodwell, Robbie Goodwell
76 Sec 2A Lot 2A	Wileen M. M. M.
77 Sec 1 Lot 15	James W. Humber
78 Sec 1 Lot 22	Gemma Custer, Kathy Ooster
79 Sec 1 Lot 39-40	Jo Brewer, James Brewer
80 Sec 102 Lot 22	Paul Martin
81 Sec 1 Lot 8	Jeff & Yate Debbie K. Yate
82 Sec 101 Lot 16, 17, 18, 19	Kathy Dale D. Smith
83 Sec 1 Lot 38	Kathy W. Dent
84 Sec 101 Lot 29-30-31	Donald Anne Ray, Faye Ray
85 Sec 3D Lot 30	Maria Guyon, Billy Guyon
86 Sec 1 Lot 11	S. P. Riley
87 Sec 1D Lot 60-70	Patricia P. P.
88 Sec 1C Lot 8C	Paende T. Wright
89 Sec 3 Lot 10-11	Fay, Turnbow





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STATE OF TENNESSEE - COUNTY OF WAYNE

 Personally appeared before me, Kristi W. Tinin,  
 (name of notary public)

a Notary Public in and for said County and State, LEWIS FARRELL and ANN FARRELL; CHARLES CARROLL and LILLIAN CARROLL; GRACIE TEMPLE and STEVE TEMPLE; DEANNE HALL and CJ HALL; JOEL PLUNKETT and APRIL PLUNKETT; ROBERT WESTBROOKS and MELBA WESTBROOKS; JW HANKINS and FLORINE HANKINS; JANE WILLIAMS and STEVE WILLIAMS; JERRY PLUNKETT; CECILIA CANADY; JAMES H. NANCE and ROBBIE NANCE; JIMMY D. CHANCE; RONNIE GRINNELL and PATRICIA GRINNELL; EDDIE MILAM; TANYA JUDAY and ALLEN JUDAY; ROGER WIX; STEVE SWINNEY; PAT WILLIAMS; KAREN BROWN and KEN BROWN; CINDI RAINES and RANDAL RAINES; SADIE RAINES and BRYANT RAINES; GREG MCCLAIN and DANIELLA MCCLAIN; WILLARD STAGGS and PATRICIA STAGGS; JAMES STAGGS and HELEN STAGGS; TOMMY WICKER and LIZ WICKER; BETTY CARROLL and EARL CARROLL; DARLENE SMITH; BETTY LINEBERRY and LEONARD LINEBERRY; TERRY ANDERSON and DONNA ANDERSON; EDDIE ANDERSON and DOROTHY ANDERSON; DERRICK BEVIS and CHRIS BEVIS and DAN COLE; DONNIE CULP and LYNN CULP; TOMMY OSBORNE and CHRISTINE OSBORNE; PAUL MARTIN; GARY BROWN; STEVE WADE and JUDY WADE; SUSAN YARBRO and ROY YARBRO; MIKE WADE and LYNN WADE; SHIRLEY SHIPP and JOE T. SHIPP; RANDALL TININ and KRISTI TININ; BILLY CULP and LOIS CULP; LINDA HORNAL and THOMAS HORNAL; DENNIS HERRIN and JUDY HERRIN; MARTY HOLT and DONNA HOLT; JULIAN W. MOORE and RUTH MOORE; WILLIE LOOP and JENNIFER LOOP; DON W. GRAHAM and NANCY L. GRAHAM; JOSEPH ADKINS and KATHRYN ADKINS; CHARLES GREESON and CHERYL GREESON; ALVIN BIVENS and MARY BIVENS; MELBA SMITH; BRIDGET MAGERS; DARRELL GARRISON; SIBYL HAGGARD; LEON HUNTER and CHRISTINE HUNTER; CHARLES CONNER and DEBORAH CONNER; BILLY GRINDER and HELEN GRINDER; TROY KELSEY and PRISCILLA KELSEY; JAMES MARKUS and MARY MARKUS; DORIS STEELE; MARY MUIR; ERNEST THACKER and JEANE THACKER; DAN J. CLEGG and JUSTINE CLEGG; LEE STAGGS and JO ANN STAGGS; JOE PLUNKETT and PEGGY PLUNKETT; CHARLES YOUNG and FREDY YOUNG; HOMER PACE and JEAN PACE; LYNDY KELLER; HAROLD BLAIR; KENNETH CARROLL and PAT CARROLL; WILLARD BIVENS; JACK TURNER and BARBARA TURNER; BOBBY L. BEVIS and JANELLE BEVIS; CARRIE HARRIS; JAMES WHEAT; BERTHA JAMES and RONNIE JAMES; PAUL CROWELL and PAULETTE CROWELL; JOE T. LINEBERRY; PAULA TREADWELL and ROBBIE TREADWELL; WILLIAM M. MCCLAIN; JAMES W. HENDRIX; DONNIE OVERTON and KATHY OVERTON; JO BREWER and JAMES BREWER; PAUL MARTIN Y.; JEFFERY E. YATES and DEBBIE K. YATES; RICKY DALE "DOC" SMITH; RICKY WHEAT; DONALD GENE RAY and FAYE RAY; MYRA GREESON and BILLY DAN GREESON; S. D. RILEY (SAMUEL); JIM NUTT and ANNIE NUTT; BRENDA T. WRIGHT; and FAY TURNBOW, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

My Commission Expires: Oct. 27, 2002
 Witness my hand and official seal at Clifton, Tennessee,  
 this 14<sup>th</sup> day of November, 1999.

Kristi W. Tinin  
 Notary Public




# Assignment and Agreement - 2000



This Instrument was prepared by W. Andrew Yarbrough, Attorney  
504 Highway 64 East  
Waynesboro, Tennessee

## ASSIGNMENT AND AGREEMENT

This Assignment and Agreement entered into effective this  
20 day of October, 2000, by and between Beechview  
Corporation, a Tennessee Corporation, hereinafter referred to as  
Assignor, and Beechview Property Owner's Association, a Tennessee  
Non-Profit Corporation, hereinafter referred to as Assignee.

## RECITALS

WHEREAS, Assignor is the owner and developer of certain real  
property in Wayne County, Tennessee, known as Beechview  
Recreational Development;

WHEREAS, Assignee is a property owner's association  
comprised of individual land owners at Beechview Recreational  
Development;

WHEREAS, Assignor desires to assign certain rights and  
obligations to Assignee which are set forth in the Declaration of  
Conditions, Covenants and Restrictions of Beechview Recreational  
Development, of record in MCL Book 18, Page 263, Register's  
Office of Wayne County, Tennessee, including any amendments  
thereof and any Certificate of Expansions regarding the same;

WHEREAS, Assignee desires to assume certain rights and  
obligations which are set forth in the Declaration of Conditions,  
Covenants and Restrictions of Beechview Recreational Development,  
of record in MCL Book 18, Page 263, Register's Office of Wayne  
County, Tennessee, including any amendments thereof and any  
Certificate of Expansions regarding the same;

WHEREAS, Section IX, paragraph 27 of the Declaration of  
Conditions, Covenants and Restrictions of Beechview Recreational  
Development provides, in pertinent part, that Assignor is  
empowered to levy an annual access fee to all owners of lots,  
excepting Assignor, itself, for the maintenance and enhancement  
of the development, including but not limited to, roads, comfort

BK 15 PG 588



centers, boat launches, and such other amenities as Assignor may establish. Furthermore, the aforesaid paragraph provides that from and after January 1 of the year immediately following the conveyance of the first lot to an owner, the annual access fee may be increased each year by a percentage not more than the percentage increase of the Consumer Price Index between January 1 and December 31 of the previous year, but in no event more than ten percent (10%) annually;

WHEREAS, Section IX, paragraph 28 of the Declaration of Conditions, Covenants and Restrictions of Beechview Recreational Development provides that the amount of the access fee levied by Assignor shall be paid to it on or before June 1 of each year. If not so paid, the amount of such access fee plus interest at the highest legal rate from the date of delinquency thereon and costs of collection thereof, including attorney fees, if any, shall constitute and become a lien on the lot so assessed when Assignor causes to be recorded in the Office of the Register of Deeds of Wayne County, Tennessee, a notice of access fees, which shall state the amount of such access fee and such other charges and a description of the lot, which has been assessed. Such notice shall be signed by an officer of Assignor. Upon payment of said access fee and charges or other satisfaction thereof, Assignor shall, within a reasonable time, cause to be recorded, a further notice acknowledging the satisfaction and release of said lien. Each access fee, together with such interest thereon, and cost of collection thereof, including attorney fees, shall also be a personal obligation of the person who was the owner of the lot at the time when the access fee fell due;

WHEREAS, Section IX, paragraph 29 of the Declaration of Conditions, Covenants and Restrictions of Beechview Recreational Development provides that conveyance of any lot shall not affect any lien for access fee provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of

assessment;

WHEREAS, Section IX, paragraph 30 of the Declaration of Conditions, Covenants and Restrictions of Beechview Recreational Development provides that the lien provided for herein may be foreclosed by suit by Assignor in like manner as a mortgage and, in such event, Assignor may be a bidder at the foreclosure sale. Assignor may also pursue any other remedy against owner owing money to it which is available by law or equity for the collection of debt;

WHEREAS, Section IX, paragraph 31 of the Declaration of Conditions, Covenants and Restrictions of Beechview Recreational Development provides that upon request, Assignor shall furnish a statement that all access fees then due have been paid or indicating the amount then due; and

WHEREAS, Assignor and Assignee desire that this Assignment and Agreement be recorded in the Register's Office of Wayne County, Tennessee.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Assignor hereby agrees to assign, transfer, release and set over to Assignee, all of its rights, interest and obligations as are set forth in Section IX, paragraphs 27, 28, 29, 30 and 31 of the Declaration of Conditions, Covenants and Restrictions of Beechview Recreational Development, of record in MCL Book 18, Page 263, Register's Office of Wayne County, Tennessee, including any amendments thereof and any Certificate of Expansions regarding the same, subject to all the terms and conditions of such paragraphs in said Declaration of Conditions, Covenants and Restrictions.

2. Assignee hereby agrees to assume all of the rights, interest and obligations of Assignor as are set forth in Section IX, paragraphs 27, 28, 29, 30 and 31 of the Declaration of Conditions, Covenants and Restrictions of Beechview Recreational

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EK 15 PG 590



Development, of record in MCL Book 18, Page 263, Register's Office of Wayne County, Tennessee, including any amendments thereof and any Certificate of Expansions regarding the same, subject to all the terms and conditions of such paragraphs in said Declaration of Conditions, Covenants and Restrictions.

3. The parties hereto agree that Assignor shall be responsible for collecting all access fees incurred prior to May 31, 2000 and Assignor shall be responsible for the maintenance and enhancement of Beechview Recreational Development until May 31, 2001.

4. The parties hereto agree that Assignee shall be responsible for collecting all access fees incurred after May 31, 2000 and Assignee shall be responsible for the maintenance and enhancement of Beechview Recreational Development after May 31, 2001. However, Assignor shall not be required to pay any access fee(s) regarding any real property owned by Assignor at the Beechview Recreational Development.

5. The parties hereto agree that Assignee shall not be responsible for any indebtedness incurred by Assignor.

6. The Assignee agrees that it shall maintain all easements, roads, boat launches, bath house and such other amenities of Beechview Recreational Development in a manner equal or better than Beechview Recreational Development has been maintained in the past. Furthermore, Assignee shall be responsible for maintaining liability and property (hazard) insurance on the aforesaid property.

7. The parties hereto agree that Assignor is not assigning or transferring any rights or obligations to Assignee for the collection of tap-on fees for water nor for the maintenance of any water treatment facility or for any equipment related to such water treatment facility.

8. The parties hereto agree that Assignee shall not be responsible for the collection of tap-on fees for water nor for

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the maintenance of any water facility or for any equipment related to such water treatment facility.

9. The parties hereto agree that this Assignment and Agreement shall not be terminated unless Assignee ceases to manage the access fee fund; maintain Beechview Recreational Development in a manner equal to or better than Beechview Recreational Development has been maintained in the past or a majority of the members of Assignee vote to terminate this Assignment and Agreement.

10. In the event that any action is filed in relation to this Assignment and Agreement, the unsuccessful party, in addition to all the sums that either party may be called on to pay, agrees to pay a reasonable sum for the successful party's attorney fees.

11. This Assignment and Agreement shall be constructed and in force in accordance with the laws of the State of Tennessee.

12. This Assignment and Agreement constitutes the whole agreement between the parties hereto, and no terms, agreements, promises, covenants, or representations, whether made before or after the date of this Assignment and Agreement, shall be deemed to be any part hereof unless set forth herein, or set forth in a supplemental agreement which shall also be in writing, duly executed and acknowledged by the parties.

13. This Assignment and Agreement shall be binding upon Assignor, its successors and assigns, and upon Assignee, its successors and assigns.

14. Assignee shall not assign this Assignment and Agreement or any interest therein or any right or privilege appurtenant thereto, without the prior written consent of the Assignor, which consent shall not be unreasonably withheld.

15. The parties hereto agree that this Assignment and Agreement shall be recorded in the Register's Office of Wayne County, Tennessee.

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EK 15 PG 592





In witness whereof, we have executed this Assignment and Agreement on effective the 2<sup>nd</sup> day of April, 2000.

BEECHVIEW CORPORATION

BY: Tom Winkler

ITS: PRESIDENT

BEECHVIEW PROPERTY OWNERS ASSOCIATION

BY: Robert Westbrook  
Pre.

ITS: President

STATE OF TENNESSEE )  
COUNTY OF WAYNE )

Before me, Mari Shue, a Notary Public of the state and county aforesaid, personally appeared Thomas Winkler with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Beechview Corporation, the within named bargainor, a Tennessee corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by Thomas Winkler as President.

Witness my hand and official seal at Waynesboro, Tennessee, this 6 day of April, 2001.



Mari Shue  
Notary Public  
My Commission Expires: 08-23-2002

STATE OF TENNESSEE )  
COUNTY OF WAYNE )

Before me, Kristi W. Tinin, a Notary Public of the state and county aforesaid, personally appeared Robert Westbrook with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of Beechview Property Owners Association, the within named bargainor, a Tennessee non-profit corporation, and that he/she as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the

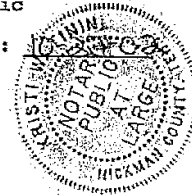


corporation by Robert Wesbrooks as President.

Witness my hand and official seal at Winden,  
Tennessee, this 22<sup>nd</sup> day of April, 2001.

Kristi W. Minn  
Notary Public

My Commission Expires: 10-23-03



State of Tennessee, County of WAYNE  
Received for record the 06 day of  
APRIL 2001 at 12:57 PM. (RECH 5813)  
Recorded in official records  
Book 15 pages 588- 594  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 30.00, Total \$ 30.00,  
Register of Deeds RUTH BUTLER  
Deputy Register ERIN HORTON

BK 15 PG 594

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Prepared by J. Gilbert Parrish, Jr., Attorney at Law  
605 Court Street, Savannah, Tennessee 38372

## WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of \$10.00 and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, BEECHVIEW CORPORATION, a Tennessee corporation, has bargained and sold and does hereby bargain, sell, transfer, and convey unto FRANK L. DONALDSON and wife, ALENE M. DONALDSON, their heirs and assigns forever in fee simple, certain real property located in the 3rd Civil District of Wayne County, Tennessee, and which is bounded and described as follows, to-wit:

Being Lots No. 25 and 26 in Section 1-D-2 in the Beechview Recreation Development, a plat or plan of said subdivision being of record in Plat Cabinet A, at page 58 in the Register's Office of Wayne County, Tennessee, and reference is heremade to said plat and to the cabinet and page where recorded for a more complete and accurate description of said Lots No. 25 and 26 in Section 1-D-2, and the descriptions, location and designation as there given and shown are incorporated herein by this reference thereto as fully and to the same extent as if copied in full herein.

Being a portion of the same property conveyed to Beechview Corporation by deed of Carolyn Mathis, Clerk and Master, dated June 28, 1988 and recorded in Deed Book 112, page 673 in the Register's Office of Wayne County, Tennessee. *p/o map 29-C-E Parcel 121.00*

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, unto the said FRANK L. DONALDSON and wife, ALENE M. DONALDSON, their heirs and assigns forever, in fee simple.

And BEECHVIEW CORPORATION does COVENANT with the said FRANK L. DONALDSON and wife, ALENE M. DONALDSON, their heirs and assigns, that it is lawfully seized and possessed of said land in Fee Simple; has a good right to convey it, and that the same is unencumbered except by the taxes for the current year which will be paid by the Grantor herein, and further by the Declaration of Conditions, Covenants and Restrictions dated April 28, 1989 of record in Misc. Book 18, page 263 in the Wayne County Register's Office, and to the Certificate of Expansion dated October 21, 1990 of record in Misc. Book 21, page 71 in said Register's Office; to the Amendment of Declaration of Conditions, covenants and Restrictions dated June 30, 1993 of record in Misc. Book 27, page 776, in said Register's Office; and to the Certificate of Expansion dated June 30, 1993 of record in Misc. Book 27, page 779 in said Register's Office, and to the Certificate of





Expansion dated November 6, 1997 and recorded in Misc. Book 37, page 586 in said Register's Office; and further subject to TVA flowage easements. This conveyance is further subject to water hookup and access fees as set out in the restrictions hereinabove referred to.

And BEECHVIEW CORPORATION does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to said land unto the said FRANK L. DONALDSON and wife, ALENE M. DONALDSON, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, BEECHVIEW CORPORATION has caused its corporate name to be hereunto subscribed on this 26 day of February 19 98.

BEECHVIEW CORPORATION

BY: Thomas R. Winkeler *president*

STATE OF TENNESSEE  
 COUNTY OF HARDIN

Personally appeared before me, the undersigned Notary Public in and for said State and County, THOMAS R. WINKELER, with whom I am personally acquainted, and who, upon oath acknowledged himself to be President of BEECHVIEW CORPORATION, the within named bargainor, a corporation, and that he 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 himself as President.

Witness my hand and notarial seal, at office on this the 26 day of February 19 98.

My Commission Expires: 12-15-99

Thomas R. Winkeler  
 NOTARY PUBLIC

STATE OF TENNESSEE, COUNTY OF HARDIN

I, or we, hereby swear or affirm that the actual consideration to this transfer, or value of the property or interest in property transferred, whichever is greater, is \$1,800.00, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

Alene M. Donaldson  
 AFFIANT

Subscribed and sworn to before me on this the 26 day of February 19 98.

My Commission Expires: 12-15-99

Thomas R. Winkeler  
 NOTARY PUBLIC

#### NOTICE OF AVAILABILITY OF TITLE INSURANCE

Pursuant to TCA Sec. 56-35-133, notice is hereby given by the preparer of this Deed, J. Gilbert Parrish, Jr., Attorney, that you, as the purchasers of the real estate above



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described, may obtain an policy of Owners' Title Insurance which will afford to you title insurance protection in the event of a defect or claim of defect in title to the real estate you are acquiring (such as unpaid bills for labor and materials, forgery, missing heirs or tax liens). You may purchase title insurance in the amount of your purchase price (or for the amount of your purchase price plus the cost of any improvements which you anticipate making). Said statutory provision requires that you sign the statement below to acknowledge that you have received this notice, and to indicate whether or not you desire to purchaser Owners' Title Insurance.

We elect not to purchase Owners' Title Insurance and have acknowledged this to the preparer of this Deed, and further acknowledge that the preparer of this Deed, J. Gilbert Parrish, Jr., Attorney at Law, shall have no responsibility to us for the status of title to the real property we are acquiring by this Deed.

This the 24<sup>th</sup> day of February 1998.

Frank L. Donaldson  
 FRANK L. DONALDSON

Aleene M. Donaldson  
 ALENE M. DONALDSON

STATE OF TN  
 COUNTY OF Marion

Personally appeared before me, the undersigned Notary Public in and for said State and County, FRANK L. DONALDSON and wife, ALENE M. DONALDSON, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office on this the 24 day of February

1998.

Commission expires: 12-15-99

J. Gilbert Parrish, Jr.  
 NOTARY PUBLIC

PROPERTY ADDRESS:  
 Beechview Estates  
 Waynesboro, TN

MAIL TAX NOTICES TO:  
 FRANK L. DONALDSON and wife,  
 ALENE M. DONALDSON  
 85 Garrett Lane  
 Morris Chapel, TN 38361-4317

STATE OF TENNESSEE, WAYNE COUNTY  
 Received and Noted in Note Book 16 Page 145 at P. M.  
2-26-98 and recorded in Deed Book 130 Page 148  
 State Tax Paid \$ 1.66  
 Fee 1.00  
 Recording Fee 12.00  
 Total \$ 14.66  
 Receipt No. 26674  
 RUTH BUTLER, Register Ruth Butler



# Declaration of Conditions, Covenants and Restrictions



**MCLEMORE**  
AUCTION COMPANY

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This instrument was prepared by  
David D. Peluso, Attorney at Law  
106 E. Main Street, P. O. Box 250  
Hohenwald, TN 38462

## DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 28th day of April, 1989, by  
BEECHVIEW CORPORATION, hereinafter referred to as "declarant".

### RECITALS

DECLARANT is the owner and developer of that certain real property in Wayne County, Tennessee, known as Beechview Recreation Development, hereinafter referred to as "the development", which property is a portion of the property conveyed by deed from Carolyn Mathis, Clerk and Master, to Beechview Corporation, dated June 28, 1988, of record in Deed Book 112 at page 673, Register's Office of Wayne County, Tennessee, to which reference is made and more particularly described in Exhibit A hereto.

DECLARANT intends to sell and convey the property situated within the development and before doing so, desires to impose upon it mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan of improvement for the benefit of all the property in the development and the owners and future owners thereof.

NOW, THEREFORE, DECLARANT declares that all of the property in the development is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale or lease of said property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. This declaration shall apply to all of said property, and to all persons owning said property or may hereinafter own said property, this declaration shall be effective immediately and shall run with the land, thereby binding declarant, its successors and assigns (hereinafter referred to collectively as "declarant"), and all purchasers of lots situated within said subdivisions, all as hereinafter set forth.

### I. BUILDING RESTRICTIONS

1. On all lots designated "recreational only", the following restrictions apply:

a. No permanent improvement may be erected on any recreational lot in said subdivision. Use for living accommodations is limited to tents and recreational vehicles;

b. Camping facilities that are to be placed and left on any lot will be limited to picnic tables, grills and/or fire pits and are subject to any applicable TVA and/or Corps. of Engineers' Rules and Regulations;

c. All recreational lots are subject to certain flowage easements as set out in instruments of record in Deed Book 26 at pages 226 and 433, Register's Office of Wayne County, Tennessee. No tents, recreational vehicles or other valuable personal property shall be left on the lots from December 1 through May 31 of any given year;



# Declaration of Conditions, Covenants and Restrictions



**MCLEMORE**  
AUCTION COMPANY

d. No camper or other recreational vehicles, tents, awnings or other obstructions which would tend to impair the view of adjacent recreational lot owners will be placed or parked closer than ten (10) feet from the bank of the Tennessee River or Beech Creek as the case may be;

e. Any water use facility constructed on any of these recreational lots, including docks, slips or piers, shall be subject to approval and the rules and regulations of the Tennessee Valley Authority and/or United States Corps of Engineers, and must have prior approval of declarant. Use of roofs or awnings on said construction is prohibited;

f. No trees shall be removed or damaged that are located on any of the recreational lots, other than those necessary to be removed to provide proper parking space for campers or other recreational vehicles.

2. All subdivision plats designated "residential" shall have the following restrictions:

a. No building or mobile home shall be erected on any lot in said subdivision, except a single-family dwelling and other buildings or structures, such as a garage or carport, customarily used as accessory or outbuilding. No constructed dwelling shall be built on any lot purchased in the subdivision with less than 700 square feet of floor space on the ground-floor living area, excepting porches or porticos. There shall be no shed-roofs, and all buildings will be finished, painted or stained on the outside. No basement shall be occupied until living accommodations are completed, and any improvements shall be completed on the exterior within six (6) months after construction starts. All structures built shall be sightly, of neat construction, and of a character to enhance the value of the property.

All structures built shall be of new materials and built to Southern Building Code Standards or higher. Exterior finishes shall be brick, stone and quality wood, vinyl or aluminum siding or similar materials. No asphalt materials or asphalt siding is permitted.

A garage may be constructed separately or attached to the dwelling, but must be of the same construction material as the living accommodations, and the exterior must be finished in the same manner as the living accommodations;

b. On any residential lots permitting mobile home use, such mobile home shall be no less than 700 square feet in size and shall not be more than three (3) years old at the time of location on the lot, excepting extraordinary situations wherein application may be made to declarant prior to placement of same for a variance, which shall be granted, provided the declarant, in its sole discretion, deems said mobile home in a "like new" condition as that of a three-year old mobile home;

Mobile homes are permitted only on lots designated on the plats of the subdivision for that purpose, and unless the lots are designated for that purpose, no mobile homes are permitted thereon.





# Declaration of Conditions, Covenants and Restrictions



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c. In case of complete or partial destruction of a structure by fire, windstorm or any other cause, the structure must be rebuilt or removed from the premises within six (6) months of the occurrence;

d. All constructed dwellings shall face the street or road upon which lot fronts, and no part thereof shall be nearer than thirty (30) feet from the front lot line and the distance from each side of the dwelling shall be no closer than ten (10) feet from the side of the line of said lot. When the lot topography is not conducive to these limitations, the declarant may allow a variance therefrom;

## II. LAND USE

3. No more than one residential dwelling shall be placed upon any one lot.

4. No junk cars, trailers, trucks, equipment, materials or debris shall be exposed on the lots.

5. No lot shall be re-subdivided nor shall a fractional part be sold.

6. All lots must be kept free of litter and garbage at all times and grass and weeds must be mowed at regular intervals.

7. The utility authorities may establish easements whenever necessary for installation of utilities.

8. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, except that the declarant may display any sign it so desires on any of the unsold lots within the subdivision.

9. Any building, mobile home or camper must be approved by the declarant before being built or located on the lot.

10. Campers and mobile homes must be of commercial manufacture which excludes converted buses, trucks, vans and similar vehicles. Pickup camper shells must remain on the pickup truck and such pickup truck shall be licensed and in good running condition. No camper or mobile home will be permitted which is over eight (8) years old, or which declarant determines unsightly, excepting extraordinary situations wherein application may be made to declarant prior to placement of same on any lot for a variance, which shall be granted in declarant's sole discretion.

11. No noxious, illegal, immoral or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the surrounding property owners.

12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.



# Declaration of Conditions, Covenants and Restrictions



13. The usual and customary household pets, specifically excluding exotic or customarily wild animals of any kind, may be kept on any lots, except that they may not be kept in such numbers or in such manner as to become an annoyance or nuisance to any of the surrounding property owners according to a "reasonable man" standard of annoyance or nuisance.

14. Non-operative or abandoned vehicles are not to be left permanently on any lot;

15. No excavating of stone, gravel or other minerals shall be made on any lot, except for reasonable lot improvements.

16. No residence or any portion of any lots shall be used as a boarding house, nursing home, rooming house, club house, nor shall any residence or lot be used or devoted to any manufacturing, industrial or commercial activity whatsoever. The only commercial activity permitted in the subdivision shall be that of the declarant;

17. All unauthorized motor vehicles, campers, mobile homes or unsightly constructions are subject to removal by judicial process at the expense of the lot purchaser or owner, without recourse against declarant.

### III. SEWAGE DISPOSAL AND SANITATION

18. Each residence or living quarters shall have an inside toilet. No privies or outside toilet facilities shall be constructed or maintained on any lot. Owners will be required to obtain a permit for the installation of a septic tank from the Wayne County Health Department. Every sewage disposal system shall be of a type approved or recommended by the Tennessee or local health departments, and shall be maintained by the owner at all times in a sanitary condition and in strict accordance with applicable state and local sanitation laws and regulations.

In the event declarant causes to be installed a sewage treatment unit for the general use of the lots in any subdivision, the owners of said lots shall be required to tap on to said sewer system at a fee of Seven Hundred Fifty Dollars (\$750), and use of septic systems within the subdivision shall cease; provided, however, this paragraph shall not be construed as an absolute obligation on the part of declarant or representation that such a sewer-treatment package shall ever be put in place.

In the event a sewer treatment package unit or similar system is installed, in addition to tap-on fees, lot owners shall also be responsible for monthly charges, the amount of which is to be determined by declarant from time-to-time. Such charges shall bear a reasonable relationship to the actual cost of operating said unit, plus a reasonable profit thereon not to exceed fifteen percent (15%) above actual cost based on generally accepted accounting principles.

19. 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. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition.

20. Any building material or other goods shall be placed or stored at least fifty (50) feet from any road and shall be placed in a neat, orderly fashion and hidden from public view as much as possible.



#### IV. WATER

21. Declarant shall establish a water treatment facility, providing water to each lot in any subdivision for which declarant shall be entitled to receive a fee of Five Hundred Dollars (\$500) from each lot owner as a tap-on charge at such time as said water facility is operative.

In addition to tap-on fees, lot owners shall also be responsible for monthly charges, the amount of which is to be determined by declarant from time-to-time. Such charges shall bear a reasonable relationship to the actual cost of operating said unit, plus a reasonable profit thereon not to exceed fifteen percent (15%) above actual cost based on generally accepted accounting principles.

#### V. EASEMENTS

22. Declarant, for itself, its successors, assigns and licensees, reserves ten (10) foot easements parallel to all property lines through and upon said land for the installation of utilities and for drainage and the perpetual maintenance thereof. Said easement is applicable only to those lots designed as building lots. Declarant, for itself, its successors, assigns and licensees, also reserves the right to install and operate electric and telephone lines, poles and appurtenances thereto, culverts and drainage ditches, reserving also the rights of ingress and egress to such areas for the purpose of installing, operating and maintaining any of the above-mentioned installation. Declarant, for itself, its successors, assigns and licensees, also reserves the right to locate and install drains where it deems necessary and to cause or permit drainage of surface waters over and/or through said land. The owners of said property shall have no causes of action against declarant, its successors, assigns and licensees, either at law or equity, except in cases of willful negligence, by reason of any damages caused said land in installing, operating and maintaining above-mentioned utilities.

Notwithstanding, this easement reserved to the declarant, declarant is under no obligation to install any such utilities or drainage facilities, nor is declarant obligated to maintain any such utilities or drainage facilities which may be installed on the property.

The lot purchasers or lot owners shall have the right to use all land delineated, set apart or filed of record by declarant as roads, streets, drives, lanes, circles or other means of ingress and egress within the lands owned by declarant.

#### VI. GRANTEE'S ACCEPTANCE

23. Each grantee or purchaser of any lot shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from declarant or a subsequent owner of such lot, accept such deed or contract, subject to each and all of the provisions of this declaration and to the jurisdiction, rights, powers, privileges and immunities of declarant. By such acceptance, such grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with declarant and the grantee or purchaser of each lot to keep, observe, comply with the performance of the covenants, conditions and restrictions in this declaration.



# Declaration of Conditions, Covenants and Restrictions



## VII. TERMS AND AMENDMENT

24. The provisions of this declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the development for a period of forty (40) years following the date of execution of this declaration, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject hereto has been recorded, agreeing to change this declaration, in whole or in part; provided, however, that at any time after January 1, 1995, these restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of the lots in the development, as long as such amendment does not operate to annul any material part hereof.

Notwithstanding the above, there is reserved in declarant, the unrestricted right to amend this declaration, without the approval of other owners, at any time prior to January 1, 1995, any such amendment to be effective upon being filed with the Register of Deeds of Wayne County, Tennessee.

## VIII. ENFORCEMENT

25. Enforcement shall be by proceedings at law or in equity against any party or parties violating or attempting to violate any covenant, either to restrain violation or to recover damages.

26. If the purchaser of any lot or lots or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of a lot in said subdivision, the declarant, or a property owners' association organized by the lot owners of Beechview Recreation Development at some future date, to enforce through the courts, the restrictions set out herein, but nothing herein shall obligate the undersigned to institute any such action or proceedings.

## IX. ASSESSMENTS

### 27. General:

a. Declarant is empowered to levy an annual access fee to all owners of lots, excepting declarant itself, for the maintenance and enhancement of the development, including but not limited to, roads, comfort centers, boat launches, and such other amenities as declarant may establish.

b. Access fees shall be levied in accordance with the following provisions:

(i). Until January 1 of the year immediately following the conveyance of the first lot by declarant to an owner, the annual access fee shall be One Hundred Fifty Dollars (\$150);

(ii). From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the annual access fee may be increased each year by a percentage not more than the percentage increase in the Consumer Price Index between January 1 and December 31 of the previous year, but in no event more than ten percent (10%) annually.





# Declaration of Conditions, Covenants and Restrictions



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## 28. Collection and Lien:

The amount of the access fee levied by declarant shall be paid to it on or before June 1 of each year. If not so paid, the amount of such access fee plus interest at the highest legal rate from the date of delinquency thereon and costs of collection thereof, including attorney fees, if any, shall constitute and become a lien on the lot so assessed when declarant causes to be recorded in the Office of the Register of Deeds of Wayne County, Tennessee, a notice of access fees, which shall state the amount of such access fee and such other charges and a description of the lot, which has been assessed. Such notice shall be signed by an officer of declarant. Upon payment of said access fee and charges or other satisfaction thereof, declarant shall, within a reasonable time, cause to be recorded, a further notice acknowledging the satisfaction and release of said lien. Each access fee, together with such interest thereon, and cost of collection thereof, including attorney fees, shall also be a personal obligation of the person who was the owner of the lot at the time when the access fee fell due.

## 29. Priority of Lien:

Conveyance of any lot shall not affect any lien for access fee provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment.

## 30. Enforcement:

The lien provided for herein may be foreclosed by suit by declarant in like manner as a mortgage and, in such event, declarant may be a bidder at the foreclosure sale. Declarant may also pursue any other remedy against owner owing money to it which is available by law or equity for the collection of debt.

## 31. Proof of Payment:

Upon request, declarant shall furnish a statement that all access fees then due have been paid or indicating the amount then due.

## X. SEVERABILITY

32. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

## XI. MISCELLANEOUS PROVISIONS

34. In the event declarant has to enforce any provision herein set out, the person or persons who have allegedly violated said provision shall be liable for all damages and court costs and attorney fees and any expert witness fees, if required, in order to maintain enforcements of the provisions herein.

## XII. DEFINITIONS:

The following terms as used in this declaration are defined as follows:





# Declaration of Conditions, Covenants and Restrictions



A. "Common Property" means all of the real property owned by declarant, designated and marked for identification in the Development including but not limited to, recreational and community facilities, comfort center, piers, docks and parks. Declarant owns this common property subject to possible conveyance in its sole discretion.

C. "Declarant" means BEECHVIEW CORPORATION and is deemed also to include the successors or assigns of Beechview Corporation and any agent or licensee or subsidiary of Beechview Corporation.

D. "Declaration" means this Declaration of Conditions, Covenants and Restrictions and any amendments hereto.

E. "Development" means all that real property situated in the County of Wayne, State of Tennessee described in Exhibit "A" hereto and all other real property which may be annexed hereto as provided herein.

F. "General Plan" means an unrecorded map of the development designating the location of lots and other facilities within the development.

G. "Household" means a family group who regularly and customarily reside together in the same house or home as a principal residence.

H. "Improvements" means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, docks, piers, hedges, poles, antennas and any other structures of any type or kind.

I. "Lot" means an area designated and marked for identification in the development, which is intended for occupancy and use in accordance with these restrictions.

J. "Mobile Home" means: A "manufactured home", which is a structure, transportable in one or more sections, which, in the traveling mode, meets the requirements as set out in T.C.A. 68-36-202(6), except that when erected on site is 700 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein, except that such term shall include any structure which meets all the requirements of this subdivision, except the size requirements and with respect to which the manufacturer has voluntarily filed a certification required by the Secretary of State and complied with the standards established under T.C.A. 68-36-201 et seq., to which reference is made, and which terms are incorporated herein by reference.

K. "Owner" means:

(1) Any person or legal entity, including DECLARANT, who holds fee simple title to one or more lots in the development.

(2) Any person or legal entity who has contracted to purchase fee simple title to one or more lots in the development pursuant to a written agreement, in which case the seller under said agreement shall cease to be the owner while said agreement is in effect.



# Declaration of Conditions, Covenants and Restrictions



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L. "Plat" means maps of the development as they may from time to time be recorded in the public records of Wayne County, Tennessee.

M. "Recreational Vehicle" means a vehicular type unit initially designed as temporary living quarters for recreational, camping, or travel use, which either has its own mode of power or is mounted on or drawn by another vehicle. The basic types of recreational vehicles are:

(1) Travel Trailers. A vehicular unit, mounted on wheels, of such size or weight as not to require special highway movement permits when drawn by a motorized vehicle; initially designed and constructed to provide temporary living quarters for recreational, camping, or travel use and of such size or weight as not to require special highway movement permits when drawn by a motorized vehicle and with a living area of less than 220 square feet, excluding built-in equipment (such as wardrobes, closets, cabinets, kitchen units or fixtures) and bath and toilet rooms. This category includes "fifth wheel" units pulled by a truck or other powered vehicle with goose neck mounting plate attachments.

(2) Truck Camper. A portable unit, designed to be loaded onto, or affixed to, the bed or chassis of a truck, constructed to provide temporary living quarters for recreational, camping or travel use.

(3) Motor Homes. A vehicular unit built on a self-propelled motor vehicle chassis, initially designed to provide temporary living quarters for recreational, camping, or travel use.

(4) Camping Trailer. A vehicular unit mounted on wheels and constructed with collapsible, partial side walls which fold for towing by another vehicle and unfold at the campsite and initially designed to provide temporary living quarters for recreational, camping or travel use.

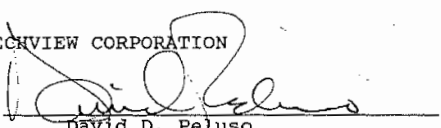
N. "Tent" means a movable shelter made of canvas or other similar material and supported by a pole or poles and designed and manufactured to provide temporary living quarters for recreational and camping use.

O. "Certificate of Expansion" means any document or plat which may, in the future, be recorded in the County records by the Declarant, and which commits an additional portion of the real estate to the development. Any such added portion of the development shall be subject to this declaration.

IN WITNESS WHEREOF, Beechview Corporation, executes this instrument by its officer duly authorized in the premises, on the day and date first above written.

BEECHVIEW CORPORATION

BY

  
David D. Pezuso  
President



# Declaration of Conditions, Covenants and Restrictions



STATE OF TENNESSEE  
COUNTY OF LEWIS

Personally appeared before me, Catherine G. Mask, a  
(Name of Notary)

Notary Public in and for the state and county aforesaid, DAVID D. PELUSO, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of BEECHVIEW CORPORATION, and being authorized so to do, executed the foregoing and within instrument for the purposes therein contained, by signing the name of the corporation by himself as such official.

Witness my hand and official seal at Hohenwald, Tennessee, on this the 26th day of June, 1989.

Catherine G. Mask  
NOTARY PUBLIC

My commission expires 11-18-91.



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## EXHIBIT A

### Beechview Recreation Development - Section One

Being Lots One (1) through Forty-Three (43), map or plat of which appears of record in Deed Book Plat Cab-A at page 18, Register's Office of Wayne County, Tennessee, to which reference is here made for a more complete description of same.

These lots are "recreational only".

### Beechview Recreation Development - Section Two

Being Lots One (1) through Twelve (12), map or plat of which appears of record in Deed Book Plat Cab-A at page 17, Register's Office of Wayne County, Tennessee, to which reference is here made for a more complete description of same.

These lots are "residential only".

Any certificate of expansion designated by declarant to be a part of the development in the future when filed of record in the Register's Office of Wayne County, Tennessee.

Wayne County [tennesseetrustee.com](https://tennesseetrustee.com)



Property Tax Data

Tax Receipt

[Tax Card](#)   [Status Alert](#)   [View Tax History](#)

Owner: DONALDSON FRANK L ETUX  
Co-Owner/Agent: ALENE M  
Property Address: BEECHVIEW  
Property ID: 029C C 02500 000

Tax History (Amounts do NOT include interest)

Tax Year	Receipt	Tax Amt	Tax Paid	Date Last Paid
2020	3332	\$58.00	\$58.00	10/28/2020
2019	3374	\$58.00	\$58.00	10/31/2019
2018	3373	\$58.00	\$58.00	11/08/2018
2017	3335	\$58.00	\$58.00	10/19/2017
2016	3304	\$51.00	\$51.00	10/27/2016

LiveTech Support





Wayne County [tennesseetrustee.com](https://tennesseetrustee.com)



Property Tax Data

Tax Receipt

[Tax Card](#)   [Status Alert](#)   [View Tax History](#)

Owner: DONALDSON FRANK L ETUX  
Co-Owner/Agent: ALENE M  
Property Address: BEECHVIEW  
Property ID: 029C C 02600 000

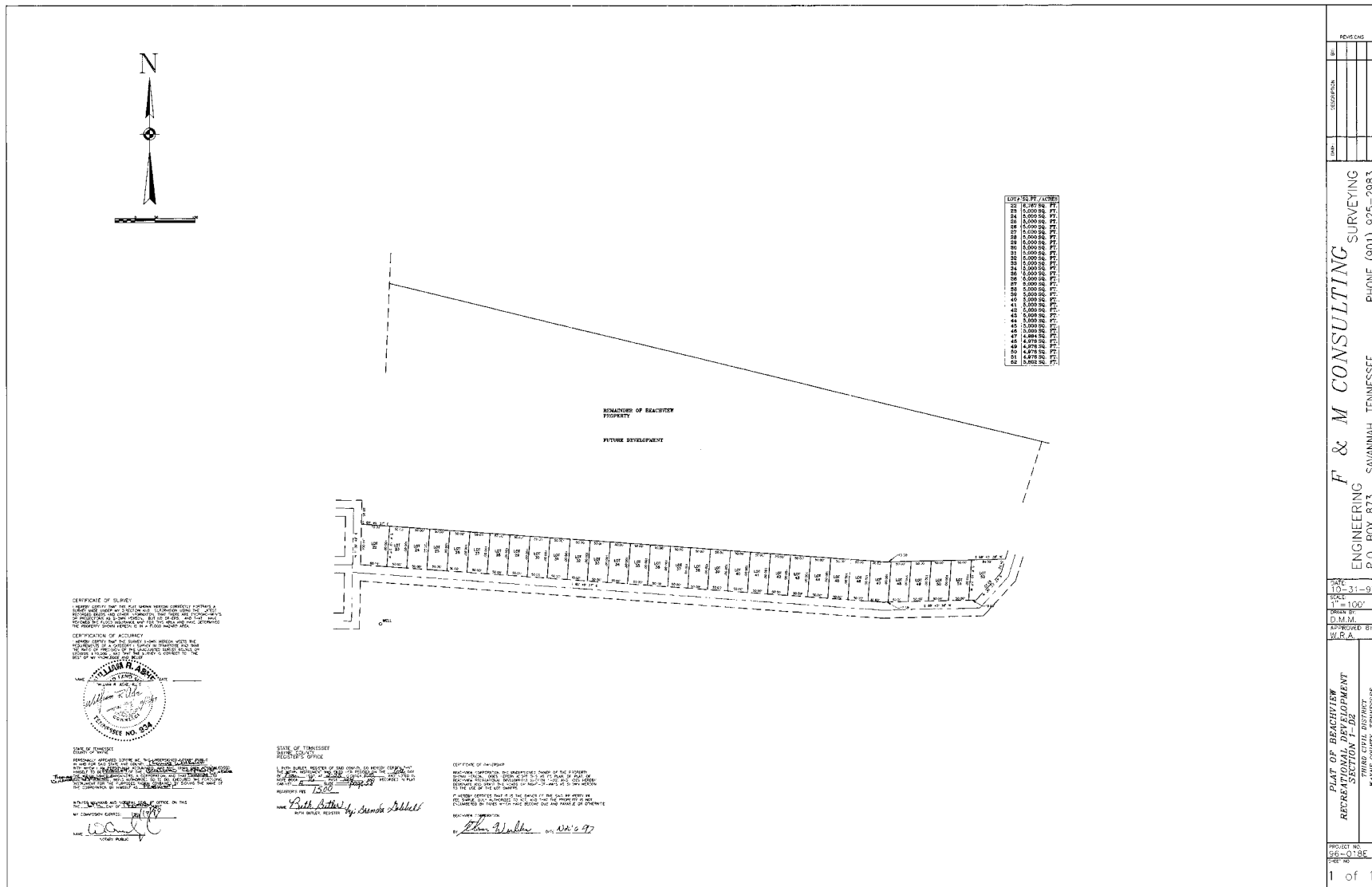
Tax History (Amounts do NOT include interest)

Tax Year	Receipt	Tax Amt	Tax Paid	Date Last Paid
2020	3333	\$58.00	\$58.00	10/28/2020
2019	3375	\$58.00	\$58.00	10/31/2019
2018	3374	\$58.00	\$58.00	11/08/2018
2017	3336	\$58.00	\$58.00	10/19/2017
2016	3305	\$51.00	\$51.00	10/27/2016

Live Tech Support



# Recorded Plat



A58



# Tax Information - Lot 25



## LOCATION

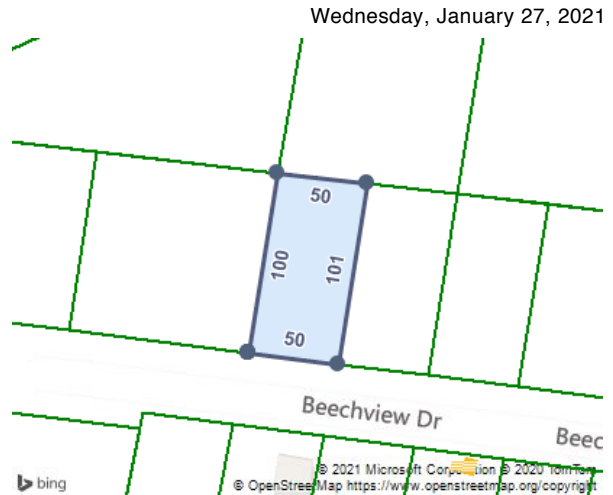
<b>Property Address</b>	Beechview TN
<b>Subdivision</b>	Beechview Recreational Dev
<b>County</b>	Wayne County, TN

## 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>	029C C 026.00
<b>Special Int</b>	000
<b>Alternate Parcel ID</b>	
<b>Land Map</b>	029C
<b>District/Ward</b>	03
<b>2010 Census Trct/Blk</b>	9501/2
<b>Assessor Roll Year</b>	2019



## CURRENT OWNER

<b>Name</b>	Donaldson Frank L Etux Alene M
<b>Mailing Address</b>	85 Garrett Ln Morris Chapel, TN 38361-4317

## SALES HISTORY THROUGH 01/11/2021

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
2/26/1998	\$1,800	Donaldson Frank L Etux Alene M		Warranty Deed	2	150/148

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
<b>Appraisal Year</b>	2019	<b>Assessment Year</b>	2019		
<b>Appraised Land</b>	\$10,000	<b>Assessed Land</b>		Wayne	2.3
<b>Appraised Improvements</b>		<b>Assessed Improvements</b>			
<b>Total Tax Appraisal</b>	\$10,000	<b>Total Assessment</b>	\$2,500		
		<b>Exempt Amount</b>			
		<b>Exempt Reason</b>			

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019		\$57.50	\$57.50
2018		\$57.50	\$57.50
2017		\$57.50	\$57.50
2016		\$51.25	\$51.25

## MORTGAGE HISTORY

No mortgages were found for this parcel.

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Information Deemed Reliable But Not Guaranteed.



# Tax Information - Lot 25



Property Report for BEECHVIEW, cont.

## 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	Lot Square Feet
Latitude/Longitude	Acreage

## PROPERTY CHARACTERISTICS: UTILITIES/AREA

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

## LEGAL DESCRIPTION

Subdivision	Beechview Recreational Dev	Plat Book/Page	A/58
Block/Lot	/25	District/Ward	03
Description	Section 1-D-2		

## FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
A	High		Areas subject to inundation by the 1-percent-annual-chance flood event generally determined using approximate methodologies. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.	47181C0040C	08/03/2009

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Information Deemed Reliable But Not Guaranteed.



# Tax Information - Lot 26



## LOCATION

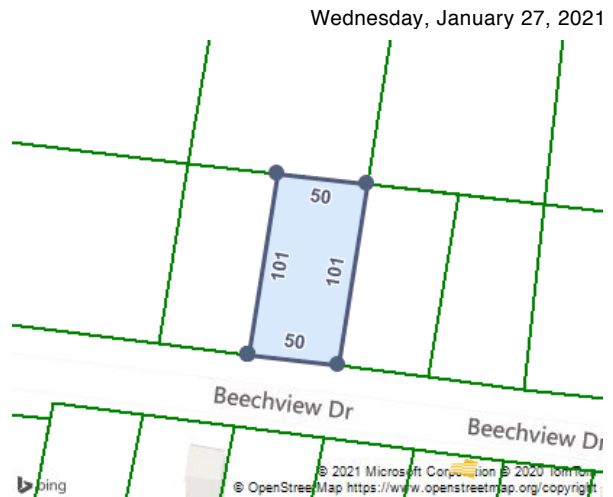
<b>Property Address</b>	Beechview TN
<b>Subdivision</b>	Beechview Recreational Dev
<b>County</b>	Wayne County, TN

## 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>	029C C 025.00
<b>Special Int</b>	000
<b>Alternate Parcel ID</b>	
<b>Land Map</b>	029C
<b>District/Ward</b>	03
<b>2010 Census Trct/Blk</b>	9501/2
<b>Assessor Roll Year</b>	2019



## CURRENT OWNER

<b>Name</b>	Donaldson Frank L Etux Alene M
<b>Mailing Address</b>	85 Garrett Ln Morris Chapel, TN 38361-4317

## SALES HISTORY THROUGH 01/11/2021

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
2/26/1998	\$1,800	Donaldson Frank L Etux Alene M		Warranty Deed	2	150/148

## TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
<b>Appraisal Year</b>	2019	<b>Assessment Year</b>	2019		
<b>Appraised Land</b>	\$10,000	<b>Assessed Land</b>		Wayne	2.3
<b>Appraised Improvements</b>		<b>Assessed Improvements</b>			
<b>Total Tax Appraisal</b>	\$10,000	<b>Total Assessment</b>	\$2,500		
		<b>Exempt Amount</b>			
		<b>Exempt Reason</b>			

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2019		\$57.50	\$57.50
2018		\$57.50	\$57.50
2017		\$57.50	\$57.50
2016		\$51.25	\$51.25

## MORTGAGE HISTORY

No mortgages were found for this parcel.

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Information Deemed Reliable But Not Guaranteed.





# Tax Information - Lot 26



Property Report for BEECHVIEW, cont.

## 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	Lot Square Feet
Latitude/Longitude	Acreage

## PROPERTY CHARACTERISTICS: UTILITIES/AREA

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

## LEGAL DESCRIPTION

Subdivision	Beechview Recreational Dev	Plat Book/Page	A/58
Block/Lot	/26	District/Ward	03
Description	Section 1-D-2		

## FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
A	High		Areas subject to inundation by the 1-percent-annual-chance flood event generally determined using approximate methodologies. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.	47181C0040C	08/03/2009

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Information Deemed Reliable But Not Guaranteed.



## Wayne County - Parcel: 029C C 025.00



Date: February 2, 2021  
 County: Wayne  
 Owner: DONALDSON FRANK L ETUX  
 Address: BEECHVIEW  
 Parcel Number: 029C C 025.00  
 Deeded Acreage: 0  
 Calculated Acreage: 0  
 Date of Imagery: 2017

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community  
 TN Comptroller - OLS  
 State of Tennessee, Comptroller of the Treasury, Office of Local Government

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

## Wayne County - Parcel: 029C C 026.00



Date: February 2, 2021  
 County: Wayne  
 Owner: DONALDSON FRANK L ETUX  
 Address: BEECHVIEW  
 Parcel Number: 029C C 026.00  
 Deeded Acreage: 0  
 Calculated Acreage: 0  
 Date of Imagery: 2017

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,  
 Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),  
 NGCC, (c) OpenStreetMap contributors, and the GIS User Community  
 TN Comptroller - OLS  
 State of Tennessee, Comptroller of the Treasury, Office of Local Government

The property lines are compiled from information maintained by your local county Assessor's  
 office but are not conclusive evidence of property ownership in any court of law.

# Title Commitment



## ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

Issued through the Office of

J. Gilbert Parrish, Jr.  
60 Brazelton St., Unit #9  
Savannah, TN, 38372

Authorized Signatory

DRT Form 4690 8-1-16  
ALTA Commitment for Title Insurance

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By   
President

Attest   
Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

ORT Form 4630 8-1-16  
ALTA Commitment for Title Insurance



## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

ORT Form 4590 8-1-16  
ALTA Commitment for Title Insurance



## Schedule A ALTA COMMITMENT

1. Commitment Date: February 2, 2021 at 08:00 AM
2. Policy (or Policies) to be issued: Proposed Policy Amount:
  - (a)   X   ALTA Owner's Policy ( ALTA Own. Policy (10/17/92) )  
Proposed Insured:  
TBD
  - (b)            ALTA Loan Policy  
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is:  
Fee Simple
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
Alene M. Donaldson
5. The Land is described as follows:  
SEE SCHEDULE C ATTACHED HERETO

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

ORT Form 4690A 8-1-16  
Schedule A  
ALTA Commitment for Title Insurance

(14814.PFD/14814/3)





## Schedule B-I ALTA COMMITMENT

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Warranty Deed from Alene M. Donaldson to TBD
- 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.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

ORT Form 4690 B18-1-16  
Schedule B I  
ALTA Commitment for Title Insurance

(14814.PFD/14814/4)





## Schedule B-II ALTA COMMITMENT

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
  - a. Any lien, or right to a lien, for services, labor or material imposed by law and not shown by the public record.
  - b. All assessments and taxes due in 2021, and thereafter.
  - c. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.
  - d. Rights of parties in possession.
  - e. Subject to the Declaration of Conditions, Covenants and Restrictions dated April 28, 1989 of record in Misc. Book 18, page 263 in the Wayne County Register's Office, and to the Certificate of Expansion dated October 21, 1990 of record in Misc. Book 21, page 71 in said Register's Office
  - f. Subject to the Amendment of Declaration of Conditions, covenants and restrictions dated June 30, 1993 of record in Misc. Book 27, page 776 and 779 in said Register's Office and to the Certificate of Expansion dated November 6, 1997 and recorded in Misc. Book 37, page 586 in said Register's Office.
  - g. Subject to TVA Flowage easements.
  - h. Subject to water hookup and access fees as referenced in Deed Book 150, page 148 in the Wayne County Register's Office.
  - i. Subject to restrictions as shown in Misc., Book 42, page 648 and Assignment and Agreement as shown in Record Book 15, page 588 in the Wayne County Register's Office.
  - j. Subject to all matters appearing in Plat Book A, page 58 in the Wayne County Register's Office.
  - k. This is a pro forma commitment which is remitted to reflect the general condition of the title to said property and such items that a request for a title commitment to insure said property may include. This pro forma may be edited, amended, altered and be subject to such changes in title and such additional requirements, exceptions and approvals which may be required by the agent and/or title insurance company to insure said property. This pro forma shall not constitute a commitment or binding obligation to insure said property. To secure a binding commitment, the proposed insured's name must be included on the title commitment with a proposed insured amount and the title to such property must be down dated and such additional exceptions and requirements included in said commitment with a signature by an approved agent.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

ORT Form 4690 BII 8-1-16  
Schedule B II  
ALTA Commitment for Title Insurance

(14814.PFD/14814/4)





## Schedule C ALTA COMMITMENT

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

Being Lots No. 25 and 26 in Section 1-D-2 in the Beechview Recreation Development, a plat or plan of said subdivision being of record in Plat Cabinet A, at page 58 in the Register's Office of Wayne County, Tennessee, and reference is heremade to said plat and to the cabinet and page where recorded for a more complete and accurate description of said Lots No. 25 and 26 in Section 1-D-2, and the descriptions, location and designation as there given and shown are 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 Frank L. Donaldson and wife, Alene M. Donaldson dated February 26, 1998 and recorded in Deed Book 150, page 148 in the Wayne County Register's Office. The said Frank L. Donaldson died on \_\_\_\_\_, leaving Alene M. Donaldson as the surviving tenant by the entirety.

