

BEECHVIEW ESTATES

AMENDED RECITALS

DECLARANT(S), are the **Beechview Property Owners Association, Inc.**, individually hereinafter referred to as "**Association**" and **Beechview Properties, L.L.C.**, individually hereinafter referred to as "**Developers/Owners**", and hereinafter jointly referred to as "**Declarants**".

DECLARANT(S) are the developers/owners, and property owners association of that certain real property in Wayne County, Tennessee, known as **BEECHVIEW ESTATES**, hereinafter referred to as "**the Development**", which property is a portion of the property conveyed by deed from D. Richardson and wife, Virginia Richardson, to *Beechview Corporation*, dated August 15, 1995 of record in Deed Book 140, page 285, and Deed of Correction dated October 18, 1996, of record in Deed Book 145, page 10, Register's Office of Wayne County, Tennessee, to which reference is made and incorporated herein by this reference thereto, as if copied herein in full, and later purchased and conveyed to *Beechview Properties, LLC.*, by deed of *Beechview Corporation*, dated November 19, 2014, Register's Office of Wayne County, Tennessee, in Record Book 169, page 370, on November 25, 2014, at 9:51 a.m., and also included but not necessarily limited to, the Certificates of Expansion, recorded in Record Book 173, page 130, and Record Book 171, page 883, Register's office of Wayne County, Tennessee, and said deed and certificates of expansion are attached hereto as **Exhibit A** and incorporated herein by this reference thereto, as if copied herein in full.

DECLARANT(S), **Beechview Property Owners Association, Inc.**, and/or **Owners/Developers**, intends to sell and convey the property situated within the development and before doing so, desires to impose upon it mutual and beneficial amended 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.

WHEREAS, the Declaration of Conditions, Covenants and Restrictions was recorded by *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 (2/3) of the lots in the development; and

WHEREAS, the original Declaration of Conditions, Covenants and Restrictions were amended by Declaration of Conditions, Covenants and Restrictions, dated November 6, 1997, and recorded in the Register's Office of Wayne County, Tennessee, in Miscellaneous Book 37, Page 590; and

WHEREAS, the amended Declaration of Conditions, Covenants and Restrictions were, again, amended by Amendment of Conditions, Covenants and Restrictions, dated November 14, 1999, and recorded in the Register's Office of Wayne County, Tennessee, in Miscellaneous Book 42, Page 648; and

WHEREAS, *Beechview Corporation* assigned certain rights and obligations set forth in the preceding Declarations, Amended Declarations and Amendment of Conditions, Covenants and Restrictions to the "**Association**"; and

WHEREAS, it is now the desire of "**Owner/Developer**", and "**Association**", and the requisite number of lot owners to, once again, amend the Conditions, Covenants and Restrictions of "the Development"; and

WHEREAS, the sought after amendment(s) to that previous enacted conditions, covenants and restrictions of "**the Development**" is set forth herein after, and approved by all the necessary parties for the purposes and reasons herein contained.

NOW, THEREFORE, Declarant(s), with the approval and consent of the requisite number of lot owners, declares that all of the property in the development is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, sold, 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, whether real, personal or otherwise, located in "**the Development**", 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 the "**Declarants**", or "**Developers/Owners**", its successors and assigns, and/or "**Association**", its successors and assigns and all lot owners of "**the Development**", their heirs, successors and assigns, and all purchasers of lots situated within said subdivisions of "**the Development**", all as hereinafter set forth.

BUILDING RESTRICTIONS

1. On all lots designated "recreational", the following restrictions apply:
 - a. All Lots are subject to any applicable TVA and/or Corps of Engineers' Rules and Regulations.
 - b. All lots are subject to certain flowage easements as set out in instruments of record in Deed Book 26 at page 433, Register's Office of Wayne County, Tennessee.
 - c. Any water use facility constructed on any 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.
 - d. No building 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. 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 slightly, 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.

- e. Covers or awnings for campers will be allowed so that the owners of said recreational lots can place their recreational vehicles/campers 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/campers and to enhance the enjoyment of their recreational lots. All covers or awnings built shall be of new materials and built to Southern Building Code Standards or higher.

No mobile homes are allowed on lots designated "Recreational".

- f. 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.
- g. 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. When the lot topography is not conducive to these limitations, the Beechview Properties, LLC, Owners and/or the Property Owners Association may allow a variance therefrom.

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. 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 slightly, 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 prior to placement of same for a variance, which shall be granted, provided the Beechview Properties, LLC., Owners and/or the Property Owners Association, deems said mobile home in a "like new" condition as that of a three-year old mobile home.

Double Wide 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.

- 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 of lot line and 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 Beechview Properties, LLC, Owners and/or the Property Owners Association may allow a variance therefrom.

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.
6. No lot shall be re-subdivided or fractional part be sold.
7. All lots must be kept free of litter and garbage at all times and grass and weeds must be mowed at regular intervals.
8. The utility authorities may establish easements whenever necessary for installation of utilities.
9. Any building or mobile home must be approved by the "**Association**" before being built or located on the lot.
10. Recreational Vehicles, 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 Recreational Vehicle, camper or mobile home will be permitted, or which "**Developers/Owners**" and/or "**Association**" determines unsightly, excepting extraordinary situations where in application may be made prior to placement of same on any lot for a variance, which shall be granted in "**Developers/Owners**" and/or "**Association'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. There will be a "Quiet Time" after 12:00 a.m.
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.
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-operational or abandoned vehicles are not to be left on any lot for a period exceeding six (6) months.
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.
17. All unauthorized motor vehicles, campers, recreational vehicles, mobile homes or unsightly constructions are subject to removal by judicial process at the expense of the lot owner, without recourse against **Beechview Properties, LLC., Owners and/or Property Owners Association.**

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 unless approved by the Property Owners Association. 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.
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 and orderly fashion, and hidden from public view as much as possible.

EASEMENTS

21. **Declarant(s)**, its successors, assigns and licensees, reserves ten (10) foot easements parallel to all property lines through and upon said load 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(s)**, 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(s)**, 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 individual owners of said property shall have no causes of action against **Declarant(s)**, 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(s)** are under no obligation to install any such utilities or drainage facilities, nor is **Declarant(s)** obligated to maintain any such utilities or drainage facilities which may be installed on the property.

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

GRANTEE'S ACCEPTANCE

22. Each owner, 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(s)**, 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 and/or the Property Owners Association. 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(s)** and the grantee or purchaser of each lot to keep, observe, comply with the performance of the covenants, conditions and restrictions in this declaration.

TERMS AND AMENDMENT

23. 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 following the date of execution of this declaration. Then it may be amended by the vote of all 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, or render void and un-enforceable any material part hereof.

ENFORCEMENT

24. 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.
25. 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, or "**Developer/Owner**", or "**Association**" to enforce through the courts, the restrictions set out herein, but nothing herein shall obligate the undersigned to institute any such action or proceedings.

ASSESSMENTS

26. General:

- a. The "**Association**" is empowered to levy an annual access fee to all owners of lots, excepting declarant itself, its successor and assigns for the maintenance and enhancement of the development, including but not limited to, roads, comfort center (Bath House), boat launches, and such other amenities that have been established.
- b. "**Access fees**" shall be levied in accordance with the following provisions:

The amount of the access fee levied by Property Owners Association shall be paid to it on or before February 1st of each year.

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.

27. Collection and Lien:

The amount of the access fee levied by the "**Association**" shall be paid to it on or before **February 1** of each year. If not so paid, the amount of such access fee, **plus a late fee, in the amount to be determined by Association**, plus attorney fees, if any, shall constitute and become a lien on the lot so assessed when the "**Association**" 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 the "**Association**". Upon payment of said access fee and charges or other satisfaction thereof, the "**Association**" 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.

28. 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.

29. Enforcement:

The lien provided for herein may be foreclosed by the "**Association**" in like manner as a deed of trust and, in such event, **Declarant(s), "Developers/Owners" and/or "Association"** may be a bidder at the foreclosure sale. The "**Association**" may also pursue any other remedy against owner owing money to it which is available by law or equity for the collection of debt.

30. Proof of Payment:

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

SEVERABILITY

31. Invalidation 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.

MISCELLANEOUS PROVISIONS

32. In the event **Declarant(s), "Developers/Owners" and/or "Association"** 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.

DEFINITIONS:

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

- a. **"Declarant(s)"** means collectively **"Beechview Properties, L.L.C."**, and **"Beechview Property Owners Association, Inc."**, and is deemed also to include the successors or assigns of the **Declarant(s)** and any agent or licensee or subsidiary of the **Declarant(s)**.
- b. **"Development"** means all that real property situated in the County of Wayne, State of Tennessee described in **Exhibit "A"** attached hereto, and all other real property which may be annexed hereto as provided herein.
- c. **"General Plan"** means an unrecorded map of the development designating the location of lots and other facilities within the development.
- d. **"Household"** means a family group who regularly and customarily reside together in the same house or home as principal residence.
- e. **"Improvements"** means all buildings, outbuildings, street, roads, driveways, parking areas, fences, retaining and other walls, docks, piers, hedges, poles, antennas and any other structures' of any type or kind.
- f. **"Lot"** means an area designated and marked for identification in the development, which is intended for occupancy and use in accordance with these restrictions.
- g. **"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 system contained therein, except that such term shall include any structure which meets all 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.
- h. **"Owner"** means:
 - 1. Any person or legal entity, including **Declarant(s)**, 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.
- i. **"Plat"** means maps of the development as they may from time to time be recorded in the public records of Wayne County, Tennessee.
- j. **"Recreational Vehicle"** means a vehicular type unit initially designed as temporary 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 constructed to provide temporary living quarters for 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.
- k. **"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.
- l. **"Certificate of Expansion"** means and 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.

This amendment shall be effective immediately upon it 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.

OWNERS/DEVELOPERS:

BEECHVIEW PROPERTIES, L.L.C

BY: _____
DAVID PARSONS, MANAGING MEMBER OR MEMBER

BY: _____
CHARLES E. BURGOON, MANAGING MEMBER OR MEMBER

STATE OF TENNESSEE

COUNTY OF WAYNE

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named, **DAVID H. PARSONS and CHARLES E. BURGOON, Managing Members of Beechview Properties, LLC.**, of whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged **themselves** to be the **Managing Members of Beechview Properties, LLC.**, of the State of Tennessee, the within named bargainer(s), and that **they**, as such **Managing Members**, executed the within instrument on behalf of **Beechview**

Properties, LLC., Lawrence County, Tennessee by their authority as Managing Members of said limited liability company for the purposes therein contained by subscribing thereto the name of the Beechview Properties, LLC., by themselves, as Beechview Properties, LLC., Lawrence County Tennessee.

Witness my hand and Notarial Seal, at office in _____, Tennessee, this _____ day of _____, 2015.

My Commission expires: _____.

NOTARY PUBLIC

**BEECHVIEW PROPERTY OWNERS ASSOCIATION, INC.,
BOARD OF DIRECTORS, PRESIDENT AND SECRETARY**

Robert Jones, President

Teresa Ervin, Vice-President

Carrie Turner, Secretary

Sue Jones, Treasurer/Access Manager

Board Members:

George Ellis

Joe Prince

Tony Smith

Chris Estes

Joey Riddle

Kain Smith

Beechview Property Owners Association

BY: _____
ROBERT JONES, PRESIDENT

ATTESTED BY:

TERESA ERVIN, VICE-PRESIDENT

CARRIE TURNER, SECRETARY

SUE JONES, TREASURE/ACCESS MANAGER