

**SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS OF ESPALIER BAY, SECTIONS I AND II**

Come now the Owners of at least fifty-one percent (51%) of Members in good standing of the Espalier Bay Property Owners Association, Inc. ("Association") and by written instrument hereby amend the Declaration of Covenants, Restrictions and Easements of Espalier Bay, Section I and II of record in Misc. Record Book Vol. 33, Page 142, as amended in Misc. Record Book Vol. 33, Page 681; Misc. Record Book Vol. Y4, Page 155 and Instrument No. 11689 at Deed Book C5, Page 708; Misc. Record Book 47, Page 162; Misc. Record Book 47, Page 477 all of record in the Register's Office for Meigs County, Tennessee (collectively "Declaration").

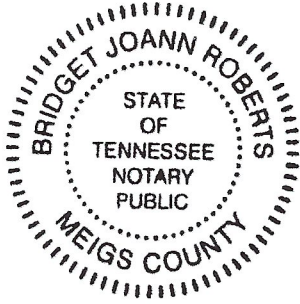
The Declaration may be amended pursuant to Article XI, Section 1 as amended upon written consent of 51% of Members of the Association in good standing. The Declaration is hereby amended as follows:

1. Article VII, Section 2(d) is hereby repealed and replaced as follows:
Homeowners Association dues and assessments will be adjusted for Lots that meet all of the following criteria:
 - A. The Lots are owned by the same party;
 - B. the Lots are adjacent to each other; and
 - C. either a single house is built across the two (2) adjoining Lots or a single house is built on one (1) Lot and the other Lot has no improvements other than landscaping. The adjustment will be that dues and assessments will only be charged for one (1) of the two (2) Lots and will be waived for the other Lot.

It is intended where two (2) Lots are adjacent, owned by the same party and have a house built across the Lot lines or a house is built on one (1) Lot and nothing is built on the other that only one (1) assessment and only one (1) set of dues will be assessed. In all other situations, each Lot shall owe dues and assessments except as otherwise provided herein.

2. Article X, Section (oo) is hereby added and adopted as follows:
Leasing or renting out of Lots and improvements thereon is only permitted pursuant to a lease agreement with a minimum one (1) month term. Lease agreements must be in writing with a copy of the lease provided to the Board within five (5) days of the anticipated move in date. Any lease of any Lot for less than one (1) month is not permitted and shall subject the Owner to fines by the Board of Directors.

Records of such written assents shall be kept in the books and records of the Association.



ESPALIER BAY PROPERTY OWNERS ASSOCIATION, INC.:

BY: Linda L Leichy
ITS: Secretary

STATE OF TENNESSEE)
COUNTY OF Meigs)

Before me, a Notary Public in and for said County, personally appeared Linda L Leichy, with whom I am personally acquainted, and who, upon oath, acknowledged herself to be the Secretary of ESPALIER BAY PROPERTY OWNERS ASSOCIATION, INC., the within named bargainor, a corporation, and that she as such Secretary, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by herself as Secretary.

WITNESS my hand and official seal at office this 24 day of July, 2020. My Commission Expires: 6-27-2023

Bridget Joann Roberts Notary Public