

Prepared By:
Gregory D. Shanks, Attorney
406 Union Avenue, Suite 600
Knoxville, Tennessee 37902

**FIRST AMENDMENT OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ESPALIER BAY**

This First Amendment of Declaration of Covenant, Conditions and Restrictions is made and executed in Knox County, Tennessee, this the 8th day of September, 2006, by TENNESSEE LAND AND LAKES, LLC, a Tennessee Limited Liability Company, hereinafter referred to as the "Declarant", with its principal office in Knox County, Tennessee, for itself, its successors, grantees and assigns.

WHEREAS, On May 2, 2006, the Declarant executed the Covenant, Conditions and Restrictions which was subsequently recorded in the Register's Office for ~~Roane~~ Meigs County, Tennessee in Book 33, page 142 *et seq.* (hereinafter sometimes referred to as the "Restrictions"); and

Meigs B.B.

WHEREAS, Article XI, Section 1 of the Restrictions reserves to the Declarant the right to "unilaterally amend this Declaration in whole or in part"; and

WHEREAS, Article II, Section 3 of the Restrictions provides that "Additional residential property and/or common areas which are not presently a part of the Property may be added to and become subject to [these Restrictions] at any time as desired by the Declarant."

NOW, THEREFORE, pursuant to the powers reserved to the Declarant in the Restrictions, the Declarant does hereby amend the Restrictions and declare the following, which shall become a part of the Restrictions and binding upon all present and future owners:

Exhibit "A" is hereby amended to add the following language: "ALSO, all that property platted as Espalier Bay, Section II, and as shown by Plat of record in Plat 280-B

The title to the Restriction is hereby amended to read "Declaration of Covenants, Conditions and Restrictions Espalier Bay".

IN WITNESS WHEREOF, the undersigned has executed this instrument, this the 8th day of September, 2006.

Janie Steiner, Register	
Meigs County	
Rec #: 44160	Instrument #: 5400
Rec'd: 10.00	Recorded
State: 0.00	9/14/2006 at 9:45 AM
Clerk: 0.00	in Miscellaneous Book
EDP: 2.00	33
Total: 12.00	Pgs 681-682

TENNESSEE LAND AND LAKES, LLC

By: _____

GREGORY D. SHANKS
Its: Attorney in Fact Pursuant to
Power of Attorney of record in Misc. Book
33, page 334 in the Register's Office
For Meigs County, Tennessee

STATE OF TENNESSEE)

: ss.

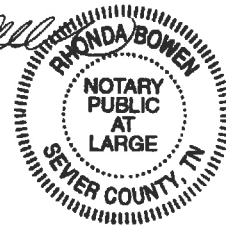
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared **GREGORY D. SHANKS**, 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 Attorney in Fact for **TENNESSEE LAND AND LAKES, LLC.**, the within named bargainer, a Limited Liability Company, and that he as such **Attorney in Fact**, being authorized so to do, executed the foregoing instrument in behalf of Tennessee Land and Lakes, LLC. for the purposes therein contained and acknowledged that he executed the same as the free act and deed of said Tennessee Land and Lakes, LLC.

Witness my hand and seal at office, this 8th day of September, 2006.

My Commission Expires: 6/19/07

Rhonda Bowen
NOTARY PUBLIC



Janie Stiner, Register
Meigs County
Rec #: 44320 Instrument #: 5613
Rec'd: 10.00 Recorded
State: 0.00 10/2/2006 at 9:15 AM
Clerk: 0.00 in Warranty Deed Book
EDP: 2.00 Y4
Total: 12.00 Pgs 155-156

Prepared By:
Gregory D. Shanks, Attorney
406 Union Avenue, Suite 600
Knoxville, Tennessee 37902

**SECOND AMENDMENT OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ESPALIER BAY**

This First Amendment of Declaration of Covenant, Conditions and Restrictions is made and executed in Knox County, Tennessee, this the 20th day of September, 2006, by **TENNESSEE LAND AND LAKES, LLC**, a Tennessee Limited Liability Company, hereinafter referred to as the "Declarant", with its principal office in Knox County, Tennessee, for itself, its successors, grantees and assigns.

WHEREAS, On May 2, 2006, the Declarant executed the Covenant, Conditions and Restrictions which was subsequently recorded in the Register's Office for Meigs County, Tennessee in Book 33, page 142 *et seq.*, and on September 8, 2006, the Declarant executed a First Amendment of Covenants, Conditions and Restrictions which was subsequently recorded in the Register's Office for Meigs County, Tennessee in Book 33, Page 681 *et seq.* (hereinafter sometimes referred to as the "Restrictions")

WHEREAS, Article XI, Section 1 of the Restrictions reserves to the Declarant the right to "unilaterally amend this Declaration in whole or in part"; and

WHEREAS, Article II, Section 3 of the Restrictions provides that "Additional residential property and/or common areas which are not presently a part of the Property may be added to and become subject to [these Restrictions] at any time as desired by the Declarant."

NOW, THEREFORE, pursuant to the powers reserved to the Declarant in the Restrictions, the Declarant does hereby amend the Restrictions and declare the following, which shall become a part of the Restrictions and binding upon all present and future owners:

Upon the transfer of all lots in Espalier Bay, the Declarant shall convey to the Homeowners Association, all the private roads and common areas delineated upon the recorded plats, as well as Lot 11, Section 1.

One-story single-family dwellings shall contain a total minimum of 1800 square feet of heated living space on the first floor excluding basements, garages, porches, overhangs, etc. Multi-story dwellings shall contain a total minimum of 1800 square feet of heated living space with a minimum of 1400 square feet on the first floor excluding

basements, garages, porches, overhangs, etc. These minimums shall not apply to the existing structures on Lots 2 and 12. However, should these dwellings be replaced, such replacement dwellings shall comply with these minimums.

Article X (u) is hereby amended so as to delete the present language in its entirety and replace the same with the following:

"No wagons, trailers or recreation or commercial vehicles, including, without limitation, boats, boat trailers, horse trailers, motorcycles, trucks, motor homes, camping trailers, or similar type items shall be kept other than in a garage. However, such may, with prior approval of the Committee, be stored upon a lot so long as they are completely screened from view by fencing or landscaping, and placed no closer to any street than the rear of the dwelling. Corner lots must comply with this restriction as to both streets.

No automobile or other vehicles shall be continuously, habitually or regularly parked on any street or right-of-way or in any yard."

IN WITNESS WHEREOF, the undersigned has executed this instrument, this the 20th day of September, 2006.

TENNESSEE LAND AND LAKES, LLC

By: 

GREGORY D. SHANKS
Its: Attorney In Fact Pursuant to
Power of Attorney of record in Misc. Book
33, page 334 in the Register's Office
For Meigs County, Tennessee

STATE OF TENNESSEE)

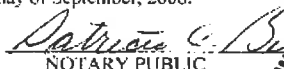
: ss.

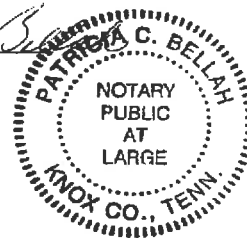
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared GREGORY D. SHANKS, 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 Attorney in Fact for TENNESSEE LAND AND LAKES, LLC., the within named bargainer, a Limited Liability Company, and that he as such Attorney in Fact, being authorized so to do, executed the foregoing instrument in behalf of Tennessee Land and Lakes, LLC. for the purposes therein contained and acknowledged that he executed the same as the free act and deed of said Tennessee Land and Lakes, LLC.

Witness my hand and seal at office, this 20th day of September, 2006.

My Commission Expires: 10.2.2007


NOTARY PUBLIC



F:\GDS\Desk computer\Macri, Jim\Español Bay\Restrictions\2nd Amendment.doc

Janie Stiner, Register	
Meigs County	
Rec #: 49240	Instrument #: 11689
Rec'd: 10.00	Recorded
State: 0.00	8/28/2008 at 9:30 AM
Clerk: 0.00	in Warranty Deed Book
KDP: 2.00	C5
total: 12.00	Pgs 708-709

Prepared By:
 Gregory D. Shanks, Attorney
 406 Union Avenue, Suite 600
 Knoxville, Tennessee 37902

**THIRD AMENDMENT OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 OF
 ESPALIER BAY**

This Third Amendment of Declaration of Covenant, Conditions and Restrictions is made and executed in Knox County, Tennessee, this the 25th day of August, 2008, by **TENNESSEE LAND AND LAKES, LLC**, a Tennessee Limited Liability Company, hereinafter referred to as the "Declarant", with its principal office in Knox County, Tennessee, for itself, its successors, grantees and assigns.

WHEREAS, On May 2, 2006, the Declarant executed the Covenant, Conditions and Restrictions which was subsequently recorded in the Register's Office for Meigs County, Tennessee in Book 33, page 142 *et seq.*; on September 8, 2006, the Declarant executed a First Amendment of Covenants, Conditions and Restrictions which was subsequently recorded in the Register's Office for Meigs County, Tennessee in Book 33, Page 681 *et seq.*; and on September 20, 2006, Declarant executed a Second Amendment of Covenants, Conditions and Restrictions which was subsequently recorded in the Register's Office for Meigs County, Tennessee in Book Y4, Page 155 (hereinafter sometimes collectively referred to as the "Restrictions")

WHEREAS, Article XI, Section 1 of the Restrictions reserves to the Declarant the right to "unilaterally amend this Declaration in whole or in part"; and

WHEREAS, Article II, Section 3 of the Restrictions provides that "Additional residential property and/or common areas which are not presently a part of the Property may be added to and become subject to [these Restrictions] at any time as desired by the Declarant."

NOW, THEREFORE, pursuant to the powers reserved to the Declarant in the Restrictions, the Declarant does hereby amend the Restrictions and declare the following, which shall become a part of the Restrictions and binding upon all present and future owners:

Article X, Section 2(m) is hereby deleted in its entirety and replaced with the following language:

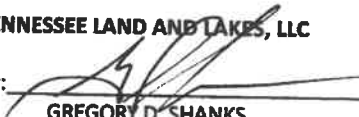
No signs of any kind, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Property, nor shall the Property

be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any residents thereof. No business activity of any kind whatsoever shall be conducted in any building or on any portion of the Property (except for home offices which do not generate any traffic to or from the property, such as from visitors, clients, customers or delivery vehicles) provided, however, the foregoing covenants shall not apply to the business activities, signs, and billboards or the construction and maintenance of buildings, if any, of the Declarant, its agents, and assigns during the development of the Property and the time period needed to sell the Lots.

Article X Section 2(a) and all other provisions of the Restrictions shall be amended so as to provide that modular homes are permitted within Espaller Bay.

IN WITNESS WHEREOF, the undersigned has executed this instrument, this the 25th day of August, 2008.

TENNESSEE LAND AND LAKES, LLC

By: 
GREGORY D. SHANKS
Its: Attorney In Fact Pursuant to
Power of Attorney of record in Misc. Book
33, page 334 in the Register's Office
For Meigs County, Tennessee

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared GREGORY D. SHANKS, 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 Attorney in Fact for TENNESSEE LAND AND LAKES, LLC., the within named bargainer, a Limited Liability Company, and that he as such Attorney in Fact, being authorized so to do, executed the foregoing instrument in behalf of Tennessee Land and Lakes, LLC. for the purposes therein contained and acknowledged that he executed the same as the free act and deed of said Tennessee Land and Lakes, LLC.

Witness my hand and seal at office, this 25th day of August, 2008.




NOTARY PUBLIC

My Commission Expires: 9-6-2011

Prepared By:
Gregory D. Shanks, Attorney
406 Union Avenue, Suite 600
Knoxville, Tennessee 37902

© Copyright 2009, Tennessee Land and Lakes, LLC, Register
Meigs County

Rec #:	51826	Instrument #:	14907
Rec'd:	10.00	Recorded	
State:	0.00	11/5/2009 at 10:25 AM	
Clerk:	0.00	in Miscellaneous Book	
EDP:	2.00		
Total:	12.00		

37
Pgs 704-705

**FOURTH AMENDMENT OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ESPALIER BAY**

This Fourth Amendment of Declaration of Covenant, Conditions and Restrictions is made and executed in Knox County, Tennessee, this the 3rd day of November, 2009, by **TENNESSEE LAND AND LAKES, LLC**, a Tennessee Limited Liability Company, hereinafter referred to as the "Declarant", with its principal office in Knox County, Tennessee, for itself, its successors, grantees and assigns.

WHEREAS, On May 2, 2006, the Declarant executed the Covenant, Conditions and Restrictions which was subsequently recorded in the Register's Office for Meigs County, Tennessee in Book 33, page 142 *et seq.*; on September 8, 2006, the Declarant executed a First Amendment of Covenants, Conditions and Restrictions which was subsequently recorded in the Register's Office for Meigs County, Tennessee in Book 33, Page 681 *et seq.*; on September 20, 2006, Declarant executed a Second Amendment of Covenants, Conditions and Restrictions which was subsequently recorded in the Register's Office for Meigs County, Tennessee in Book Y4, Page 155; on August 25, 2008, Declarant executed a Third Amendment of Covenants, Conditions and Restrictions which was subsequently recorded in the Register's Office for Meigs County, Tennessee in Book C5, Page 708 (hereinafter sometimes collectively referred to as the "Restrictions")

WHEREAS, Article XI, Section 1 of the Restrictions reserves to the Declarant the right to "unilaterally amend this Declaration in whole or in part"; and

WHEREAS, Article II, Section 3 of the Restrictions provides that "Additional residential property and/or common areas which are not presently a part of the Property may be added to and become subject to [these Restrictions] at any time as desired by the Declarant."

NOW, THEREFORE, pursuant to the powers reserved to the Declarant in the Restrictions, the Declarant does hereby amend the Restrictions and declare the following, which shall become a part of the Restrictions and binding upon all present and future owners:

Article X, Section 2(u) is hereby amended to add the following sentence at the end of the first full sentence:

However, such may, with prior approval of the Committee, be stored upon a lot so long as they are completely screened from view by fencing or landscaping, and placed no closer to any street than the rear of the dwelling. Corner lots must comply with this restriction as to both streets.

IN WITNESS WHEREOF, the undersigned has executed this instrument, this the 3rd day of November, 2009.

TENNESSEE LAND AND LAKES, LLC

By: _____

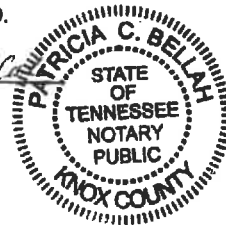
GREGORY D. SHANKS
Its: ~~Attorney In Fact Pursuant to~~
Power of Attorney of record in Misc. Book
33, page 334 in the Register's Office
For Meigs County, Tennessee

STATE OF TENNESSEE)
COUNTY OF KNOX)

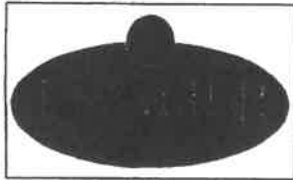
Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared GREGORY D. SHANKS, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Attorney In Fact for TENNESSEE LAND AND LAKES, LLC., the within named bargainer, a Limited Liability Company, and that he as such Attorney in Fact, being authorized so to do, executed the foregoing instrument in behalf of Tennessee Land and Lakes, LLC. for the purposes therein contained and acknowledged that he executed the same as the free act and deed of said Tennessee Land and Lakes, LLC.

Witness my hand and seal at office, this 3rd day of November, 2009.

Patricia C. Bellah
NOTARY PUBLIC



My Commission Expires: 9-6-2011



Janie Stiner, Register
Meigs County
Rec #: 66911
Rec'd: 10.00 Instrument #: 33534
State: 0.00 Recorded
Clerk: 0.00 8/31/2018 at 10:54 AM
Other: 2.00 in Miscellaneous Book
Total: 12.00 47
Pgs 162-163

This instrument was prepared by:
Melanie E. Davis, Attorney
217 E. Broadway Avenue
Maryville, Tennessee 37804

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

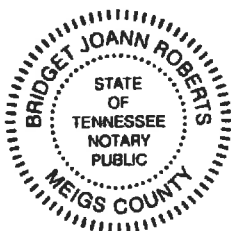
Come now the owners of at least 90% of the Lots in Espalier Bay and by written instrument hereby amend the Declaration of Covenants, Restrictions and Easements of Espalier Bay, Section I and Section II, of record in Misc. Record Book Vol. 33, Page 142-170; as amended in Misc. Record Book Vol. 33, Page 681; Misc. Record Book Vol. Y4, Page 155; and Instrument No. 11889 at Deed Book C5, Page 708; all of record in the Register of Deeds Office for Meigs County, Tennessee (collectively "Declaration"). The Declaration may be amended pursuant to Article XI, Section 1.

Article XI, Section 1, of the Declaration is hereby repealed and replaced as follows:

The covenants and restrictions of this Declaration shall run with and bind the land and shall enure to the benefit of the Association the Owners of any real estate subject to this Declaration, their respective representatives, heirs, successors and assigns. This Declaration shall remain in effect until January 1, 2019, unless otherwise amended as stated herein, after which time the Declaration shall automatically be extended for successive periods of ten (10) years each unless otherwise amended as stated herein. The Declaration may be amended upon the written assent of 51% of the members in good standing. Any amendment must be properly recorded in the Register of Deeds Office to be effective. The Secretary of the Association may certify the written assent in order to document the change. Signature pages for individual owners need not be recorded.

CERTIFICATE OF SIGNATURE SHEETS

I, Linda Leichy, am the Secretary of the Espalier Bay Property Owners Association, Inc., and hereby certify that I have Owners signatures representing at least 90% of the Owners of 103 lots in Espalier Bay and that each of them in writing has indicated that they wish to amend the Declaration of Covenants, Restrictions, and Easements for Espalier Bay, Section I and II. Bound by the Declaration, the Owner(s) of 94 of these Lots, which represent at least 90% of the Lots, signed the approval.



Linda L. Leichy
Linda L. Leichy, Secretary EBPOA

BEFORE ME PERSONALLY APPEARED, LINDA LEICHTY, SECRETARY OF EBPOA
Witness my hand and official seal at the office this 31 day of August, 2018

My Commission Expires

7-20-2019

[Signature]
Notary Public

This instrument was prepared by:
Melanie E. Davis, Attorney
217 E. Broadway Avenue
Maryville, Tennessee 37804

Janie Steiner, Register
Meigs County
Rec #: 67470 Instrument #: 34218
Rec'd: 15.00 Recorded
State: 0.00 12/14/2018 at 3:36 PM
Clerk: 0.00 in Miscellaneous Book
Other: 2.00 47
Total: 17.00 Pgs 477-479

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

Come now the Owners of at least 51% of the Lots in Espalier Bay and hereby amend the Declaration of Covenants, Restrictions and Easements of Espalier Bay, Section I and Section 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; Instrument No. 11689 at Deed Book C5, Page 708; and Instrument No. 33534 at Misc. Record Book 47, Page 162; all of record in the Register of Deeds Office for Meigs County, Tennessee (collectively "Declaration").

Pursuant to Article XI, Section 1, of the Declaration as amended, the Declaration may be amended upon the written assent of 51% of members in good standing. At least 51% of the members in good standing have approved amendment to the Declaration as follows:

1. Article III, Section 6, is repealed and replaced as follows:

A Member may appoint any other Member as his or her proxy to vote in his or her place at a meeting of the membership. In no case may any Member cast more than three (3) votes by proxy in addition to his or her own vote. Any proxy must be in writing and must comply with all requires imposed by law or the By-Laws.

2. Article X, Section 2(a) is hereby amended to state that modular homes are not permitted within Espalier Bay with the prior language repealed.

3. Further, Article X, Section 2(m), is hereby repealed and replaced as follows:

One (1) "for sale" sign is allowed for each non-water Lot and up to two (2) "for sale" signs are allowed on each waterfront Lot with one (1) sign being placed at the road and the other sign being placed close to and facing the river. Normal mailbox signage is also permitted. Road front signs are to be 26 in. X 20 in. with a cream colored background and forest green lettering. Such road front signs will hang from a 4 in. X 4 in. post. Waterfront signs will be 4 ft. X 4 ft. with light backgrounds and red lettering. Waterfront signs must be on a stand with 4 in. X 4 in. posts that create a frame appearance. The purchase of compliant signs is the responsibility of the Lot Owner or realtor. Examples of the

required design can be obtained from the Board. No unsightly objects shall be placed or permitted to remain on the Property nor shall the Property be used in any way for any purpose that may endanger the health or unreasonably disturb the Owner of any Lot and the residents of the community. Further, nuisances are not permitted. No business activity of any kind whatsoever shall be conducted in any building or any portion of the Property, except home offices are permitted so long as they do not generate any traffic to or from the Property for visitors, clients, customers or delivery vehicles.

Further, the By-Laws, which are Exhibit C to the Declaration, are hereby amended as follows:

4. By-Laws, Article II, Section 3, Proxies, is hereby amended with the prior language repealed as follows:

A Member may appoint any other Member or any other person as his or her proxy to vote in his or her place at a meeting of the membership. In no case may any Member cast more than three (3) votes by proxy in addition to his or her own vote. A proxy must be in writing and must comply with all requirements imposed by law or these By-Laws.

5. By-Laws, Article II, Section 6, Annual Meeting, is repealed and replaced as follows:

The annual meeting of the Members of the Association shall be held at 1:00 p.m. EST on the first Saturday in June of each year beginning in 2019. At such meeting, there shall be elected a Board of Directors by secret written or electronic ballot by the Members of the Association in accordance with the requirements of these By-Laws. The Members may also transact such other business of the Association as may properly come before them.

6. By-Laws, Article III, Section 6, the existing language shall be and hereby is repealed and replaced as follows:

The term of the Directors shall expire when the successors have been duly elected and are duly qualified. The Members shall determine the number of Directors (consistent with these By-Laws) who shall constitute the Board of Directors. The term of office for each Director shall be for a period of two (2) years.

The undersigned Secretary of the Association hereby certifies that the requisite number of written assents of at least 51% have been obtained for this amendment. Records of such written assents shall be kept in the books and records of the Association.

ESPALIER BAY PROPERTY OWNERS
ASSOCIATION, INC.:

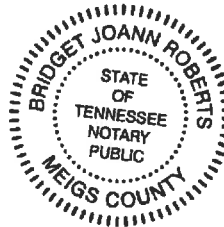
BY: Linda L Leichty
ITS: Secretary

STATE OF TENNESSEE)
COUNTY OF Meigs)

Before me, a Notary Public in and for said County, personally appeared Linda L Leichty, 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 bargainer, 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 14 day of December, 2018.
My Commission Expires: 7-20-19

Bridget Joann Roberts Notary Public
BR



This instrument was prepared by:
J. Kevin Renfro, Attorney
329 Cates Street
Maryville, Tennessee 37801

Janie Stiner, Register
Meigs County
Rec #: 58354 Instrument #: 22954
Rec'd: 15.00 Recorded
State: 0.00 7/11/2013 at 8:22 AM
Clerk: 0.00 in Miscellaneous Book
Other: 2.00 41
Total: 17.00 Pgs 327-329

ASSIGNMENT OF DEVELOPER'S RIGHTS

This Assignment made and entered into by and between TENNESSEE LAND & LAKES, LLC, a Tennessee Limited Liability Company, Party of the First Part and ESPALIER BAY PROPERTY OWNERS ASSOCIATION, INC., a Tennessee Non-Profit Corporation of Meigs County, Tennessee, Party of the Second Part.

WITNESSETH:

That whereas, Party of the First Part was the Developer of Espalier Bay Sections I and II pursuant to Declaration of Covenants and Conditions and Restrictions of record in Misc. Record Book Vol. 33, Page 142 in the Register's Office for Meigs County, Tennessee; and

WHEREAS, Party of the First Part, as Developer, has agreed to relinquish control of the Property Owners Association to Party of the Second Part and has agreed to relinquish control of the Architectural Review Committee to Party of the Second Part and has agreed to assign Party of the Second Part all of its rights under said Declaration.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Party of the First Part, being one and the same limited liability company as Tennessee Land and Lakes, LLC, as Developer, does hereby assign and transfer over unto Party of the Second Part all of its interest in the homeowners association and all of its interest in the Architectural Review Committee pursuant to the restrictions of record in Misc. Record Book Vol. 33, Page 142 in the Register's Office for Meigs County, Tennessee.

In furtherance of said Assignment, Party of the First Part does hereby relinquish any and all rights under the restrictions to Party of the Second Part ~~and hereby agrees to indemnify and hold Party of the Second Part harmless for any actions previously taken by Party of the First Part as to said Declaration of Covenants and Restrictions.~~

By execution of this Agreement, Party of the Second Part does hereby agree to carry out all obligations under said restrictions as the Homeowners Association

and Architectural Review Committee.

This Agreement shall bind and enure to the benefit of the Parties hereto their respective successors and/or assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this the 5 day of June, 2013 by their duly authorized signatories.

PARTY OF THE FIRST PART:

TENNESSEE LAND & LAKES, LLC:

BY: Will Mac Apin

ITS: Members

PARTY OF THE SECOND PART:

ESPALIER BAY PROPERTY OWNERS ASSOCIATION, INC.

BY: [Signature]

ITS: DIRECTOR

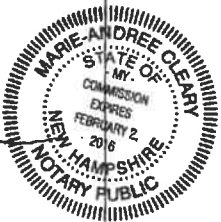
STATE OF ~~Virginia~~ VA
COUNTY OF ~~Stafford~~ Stafford }

Before me, a Notary Public in and for said County, personally appeared William McHale with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the member of TENNESSEE LAND & LAKES, LLC, the within named bargainor, a limited liability company, and that he as such member, being authorized so to do, executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 5 day of June, 2013.

My Commission Expires: 2/2/2016

[Signature]
Notary Public



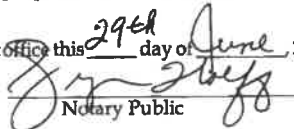
STATE OF Pennsylvania
COUNTY OF Allegheny }

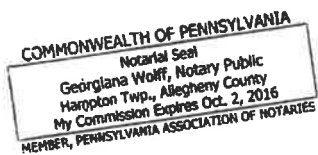
Before me, a Notary Public in and for said County, personally appeared DEAN T. FILIP with whom I am personally acquainted, and who, upon

oath, acknowledged himself/herself to be the DIRECTOR of ESPALIER BAY PROPERTY OWNERS ASSOCIATION, INC., the within named bargainer, a corporation, and that (s)he as such DIRECTOR, being authorized so to do, executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 29th day of June, 2013.

My Commission Expires:
Oct 2, 2016


Notary Public



THIS INSTRUMENT PREPARED BY:
SHANKS & BLACKSTOCK, ATTYS.
406 UNION AVENUE, SUITE 620
KNOXVILLE, TN 37902

The preparer of this Deed makes no representation as to the status of the title of the property described herein or as to the accuracy of the description.

QUITCLAIM DEED

THIS INDENTURE, made this 3rd day of April, 2013, by and between **TENNESSEE LAND AND LAKES, LLC**, a Tennessee limited liability company, **ACTING BY AND THROUGH ITS DULY APPOINTED ATTORNEY IN FACT, GREGORY D. SHANKS**, First Party, and **ESPALIER BAY PROPERTY OWNERS ASSOCIATION, INC.**, Second Party.

WITNESSETH:

That said First Party, for and in consideration of the sum of one and no/100ths dollars (\$1.00) and other good and valuable consideration in hand paid by said Second Party, the receipt and sufficiency of which is hereby acknowledged, has granted, remised, released and quitclaimed, and does hereby grant, remise, release and quitclaim unto the said Second Party, the following described premises, to wit:

SITUATED in 3RD Civil District of Meigs County, Tennessee, and being known and designated as all areas marked upon the plats of Espalier Bay as "Private Road" including Espalier Drive, Cordon Lane, and Candelabra Court, as shown by map of the same of record in Slide 272B and Slide 280B, in the Register's Office for Meigs County, Tennessee, to which maps specific reference is hereby made for a more particular description.

NAME AND ADDRESS OF PROPERTY OWNER:

Espalier Bay POA
277 Locust St., Suite A
Dover, NH 03820

PERSONS RESPONSIBLE FOR PAYMENT OF TAXES: Same as above

PARCEL ID NO. None

Janie Stiner, Register
Meigs County
Rec #: 57922
Rec'd: 20.00
State: 0.00
Clerk: 0.00
Other: 2.00
Total: 22.00
Instrument #: 22*2b
Recorded
4/9/2013 at 9:31 Am
in Warranty Deed Book
M5
Pgs 611-614

BEING a portion of the premises conveyed to Tennessee Land and Lakes, LLC, by Tennessee Land and Lakes, Inc. dated June 16, 2006, of record in the Register's Office for Meigs County, Tennessee in Book W-4, Page 796.

No boundary survey having been made at the time of this conveyance and the legal description being different than the previous deed of record, the source of the new description is the recorded map of record in Plat 272B and 280B, in the Register's Office for Meigs County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO covenants, restrictions, easements, and reservations, as contained in the following Deeds by the United States of America: Deed dated May 12, 1948 and recorded in Deed Book S, Page 371 and Deed dated May 12, 1948 and recorded in Deed Book N-2, Page 354, in the Register's Office for Meigs County, Tennessee to the extent applicable.

THIS CONVEYANCE IS MADE SUBJECT TO the terms, conditions, easements, restrictive covenants, and any and all other notes and matters which are of record in Misc. Book 33, Pages 142-170, Misc. Book 33, Pages 681-682, Warranty Book Y-4, Page 155, Warranty Book C-5, page 708 and Misc. Book 37, Pages 704-705, as all of the foregoing may from time to time be amended, modified, or corrected, and as all are of record in the Register's Office for Meigs County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO applicable restrictions, building set-back lines, existing easements, and to all conditions as shown on the recorded maps.

Gregory D. Shanks executes this instrument on behalf of Tennessee Land and Lakes, LLC by virtue of Power of Attorney of record in Misc. Book 33, Pages 334-337, in the Register's Office for Meigs County, Tennessee.

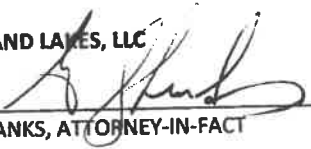
and all of the estate, right, title and interest of the First Party therein, with the hereditaments and appurtenances thereto appertaining, hereby releasing all claim to Homestead and Dower therein to the said party of the second part, it's successors and or assigns forever.

Whenever in this instrument a pronoun is used it shall be construed to represent either

singular or plural, as the case may demand.

IN WITNESS WHEREOF, the said Party of the first part has caused this instrument to be executed and its name to be signed hereto by its duly authorized officer or officers, this the day and year first above written.

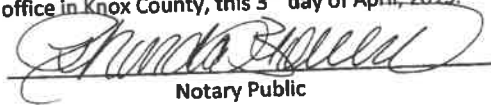
TENNESSEE LAND AND LAKES, LLC

By: 
GREGORY D. SHANKS, ATTORNEY-IN-FACT
For Tennessee Land and Lakes, LLC by virtue
Of Power of Attorney of record in Misc. Book 33, pages 334-337,
In the Register's Office for Meigs County, Tennessee.

State of Tennessee)
 : ss.
County of Knox)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared GREGORY D. SHANKS, 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 person who executed the foregoing instrument on behalf of TENNESSEE LAND AND LAKES, LLC, the within named bargainor, a limited liability company, and that he as such Attorney-in-Fact for TENNESSEE LAND AND LAKES, LLC, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Attorney-in-Fact for TENNESSEE LAND AND LAKES, LLC.

Witness my hand and official seal at office in Knox County, this 3rd day of April, 2013.


Notary Public

My Commission Expires: 5/31/15

NOTARY SEAL
PRESENT BUT
NOT SCANNABLE

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$-0-

Affiant: _____

Subscribed and sworn to before me, this 3rd day of April, 2013.



Notary Public

My Commission Expires: 5/31/15



NOTARY SEAL
PRESENT BUT
NOT SCANNABLE