

This Instrument Prepared By and Return To:
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Miller & Martin PLLC
Suite 1200, Volunteer Building
832 Georgia Avenue
Chattanooga, Tennessee 37402-2289

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SEVEN LAKES SUBDIVISION**

(Cross Reference: Original Instrument at Book 8901, Page 179;
Most Recent Amendment at Book 11203, Page 178)

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SEVEN LAKES SUBDIVISION (this “Amendment”) is executed to be effective as of the ____ day of _____, 2018, by PRATT LAND & DEVELOPMENT, LLC, a Tennessee limited liability company.

Background:

A. Seven Lakes Subdivision (the “Project”) is a residential development consisting of property described on Exhibit A hereto attached and herein incorporated and governed by that certain Declaration of Covenants, Conditions and Restrictions recorded at Book 8901, Page 179, Register’s Office of Hamilton County, Tennessee (the “Register’s Office”), as amended from time to time (collectively, the “Declaration”).

B. Declarant, pursuant to the provisions of the Assignment of Declarant Rights for Seven Lakes as recorded in Book 10405, Page 639, in the Register’s Office, is the assignee of the original Declarant, SEVEN LAKES ASSOCIATES, LLC, and has retained the right to amend the Declaration pursuant to Section 12.3 of the Declaration, and it is executing and recording this Amendment pursuant thereto.

C. Developer has determined that it would be beneficial to the Development to make amendments to the Declaration concerning the Development’s voting requirements and certain other provisions.

D. Developer has the power to make and record this Amendment pursuant to Section 12.3 of the Declaration, which states that Developer has the right to amend or modify the Declaration in any respect from time to time prior to the date that Developer no longer has the right to appoint the Board in accordance with Section 4.2 of the Declaration, which has not yet occurred.

Amendment:

NOW THEREFORE, for and in consideration of the mutual benefits provided herein by this Amendment, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Developer declares that the above recitals are true and correct and are herein incorporated, and further declares that the Declaration is hereby amended as follows:

1. **Capitalized Terms.** All capitalized terms, the definitions of which are not herein specifically provided, shall have the meanings ascribed to them in the Declaration.

2. **Amendment to Approval Provision for Common Properties.** Section 2.2 of the Declaration (“Common Properties and Improvements”) is hereby deleted in its entirety and replaced with the following, in order to revise the approval requirements set forth in said section:

2.2 Common Properties and Improvements. Provided that the Quorum requirement (as hereinafter amended) is satisfied, the Board may, with the approval of at least sixty percent (60%) of the Owners present in person or by proxy at the time of voting on the matter, improve the Common Properties with such other improvements, as it deems desirable. The Association shall be responsible for maintaining and keeping in good repair the Common Properties (and all related landscaping) and the cost for such shall be funded as part of the Assessments.

3. **Amendment to Expenditure Threshold for Capital Additions.** Section 4.16 (“Limitation on Capital Additions, Etc.”) is hereby deleted in its entirety and replaced with the following, in order to increase the expenditure amount that the Board may incur without the approval of Owners, to allow for annual increases of such amount, and to revise the Owners’ approval threshold requirement:

4.16 Limitation on Capital Additions, Etc. Except as permitted in this Declaration, the Board shall not authorize any structural alterations, capital additions to, or capital improvements of the Common Properties, which require an expenditure in excess of Three Thousand Five Hundred Dollars (\$3,500.00) (with such amount to be increased by three percent (3%) for each fiscal year after the fiscal year in which this Amendment is recorded) without having first obtained approval (after the Quorum requirement has been satisfied) of at least sixty percent (60%) of the Owners present in person or by proxy at the time of voting on the matter; provided, however, that that Board shall have the power to make any such structural alterations, capital additions to, or capital improvements of, the Common Properties as are necessary, in the Board's reasonable judgment, to preserve or maintain the integrity thereof without obtaining such approval, if in the opinion of the Board an emergency exists which should be corrected before a meeting of the Association could be reasonably called and held.

4. **Amendment to Quorum Requirement.** Section 5.1 (“Quorum”) is hereby deleted in its entirety and replaced with the following, in order to revise the threshold percentage for quorum set forth in said section:

5.1 Quorum. The presence in person or by proxy at any meeting of the Association of fifty-one percent (51%) of the of Lots subject to assessment in response to notice to all Owners properly given in accordance with the Bylaws, as the case may be, shall constitute a quorum. Unless otherwise expressly provided in this Declaration, any action may be taken at any meeting of the Association at which a quorum is present upon the vote of a majority of Owners which are represented at such meeting. Proxy vote representation shall be recognized and counted, and should members who have submitted a proxy not expressly designate thereon their voting intention, then a vote "For" the recommendation of the Board will be assumed.

5. Amendment to Special Meetings Requirement. Section 5.3 (“Special Meeting”) is hereby deleted in its entirety and replaced with the following, in order to revise the threshold percentage required for Owners to call a special meeting:

5.3 Special Meeting. Special meetings of the Association may be held at any time and at any reasonable place to consider matters that require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by a majority of the Board, or at least by fifty-one percent (51%) of the Owners by written notice, delivered to all Owners not less than fifteen (15) days prior to the date fixed for said meeting.

6. Amendment to Parking Regulations. Section 7.3(ee) (“Vehicle Parking”) is hereby deleted in its entirety and replaced with the following, in order to revise the time period that vehicles may be parked on the street and to prohibit the parking of vehicles that block normal pedestrian traffic:

7.3(ee) Vehicle Parking. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designated for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats or other watercraft, boat trailers, and the like shall be parked only in enclosed garages. Stored vehicles and vehicles which are either inoperable or do not have a current and valid license and registration shall not be permitted, except within enclosed garages. Vehicles of any type may not be parked on the street for a period exceeding four (4) hours in a 24 hour period. Vehicles of any type also may not be parked on a sidewalk at any time or block normal pedestrian traffic at any time. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Lot during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to a Lot. Any vehicle that is parked in violation of this paragraph may be towed by the Declarant or the Board at the Owner's expense. This paragraph shall not apply to any commercial vehicles providing service or making deliveries to or on behalf of Declarant, the Association, or their agents. No more than two vehicles shall be parked in the driveway for a length of time exceeding ten (10) consecutive days without moving.

7. **Regular Assessments (One-Time Assessment Upon Sales).** The last sentence of Section 8.3, regarding a one-time assessment upon the of each Lot from Developer to the initial Owner, is hereby deleted in its entirety and replaced with the following language:

Upon every sale of a Lot in the Project, whether a first sale from the Developer or a re-sale from one Owner to a new Owner, there shall be a one-time assessment of \$300 payable by the purchasing new Owner, collected at the closing of each such sale, and promptly paid over to the Association (the “Initial Assessment”). This Initial Assessment shall be in addition to, and not in lieu of, any regular annual assessments. The Board may adjust the amount of the Initial Assessment from time to time, **without recording an Amendment to the Declaration** which establishes the new Initial Assessment amount; therefore closing agents on sales of Lots are advised to contact the Association to confirm the current amount of the Initial Assessment.

7. **No Further Amendment.** Except as expressly hereby amended, the Declaration remains in full force and effect without further amendment thereto.

[Signatures on Following Page]

EXECUTED, to be effective as of the date first above written.

PRATT LAND & DEVELOPMENT, LLC, a
Tennessee limited liability company, and acting as
Developer

By: _____
James E. Pratt, Jr., Secretary and Chief
Financial Officer

STATE OF TENNESSEE)
)
COUNTY OF HAMILTON)

Before me, _____, of the state and county
aforementioned, personally appeared the within named James E. Pratt, Jr., to me known (or proved
to me on the basis of satisfactory evidence), and who acknowledged to me that he is the Secretary
and Chief Financial Officer of PRATT LAND & DEVELOPMENT, LLC, the within named
bargainor, a Tennessee limited liability company, and that for and on behalf of said bargainor,
being first duly authorized so to do by bargainor, he executed and delivered the within instrument
on the date and in the year therein mentioned, for the purpose therein contained, by personally
signing the name of the company as its Secretary and Chief Financial Officer.

WITNESS my hand and official seal, at office, this _____ day of _____,
2018.

Notary Public
My Commission Expires: _____

EXHIBIT A

[Insert legal description of all lots/property that is subject to the Declaration]