

DECLARATION OF AMENDMENT OF THE COVENANTS AND RESTRICTIONS

OF
GLEN ABBEY

Nick McBride
Register of Deeds
Knox County

This amendment of the Covenants and Restrictions of Glen Abbey Subdivision is made and entered into as of the date established below by and between GLEN ABBEY HOMEOWNERS ASSOCIATION, LLC, and the owners of the lots in Glen Abbey Subdivision, pursuant to Article XXIII of the Covenants and Restrictions described below.

Whereas, the original developer of Glen Abbey LLC deemed it desirable to create an entity to which should be delegated and assigned the powers of maintaining and administering the community and facilities, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, the developer incorporated under the laws of the State of Tennessee a non-profit corporation known as GLEN ABBEY HOMEOWNERS' ASSOCIATION, INC. for the purpose of carrying out such duties and caused a declaration of Covenants and Restrictions recorded in the Register's Office of Knox County, Tennessee on June 17, 1998 as instrument 84894 in book 2289, page 1051;

Whereas, this Amendment shall not become effective until it is recorded at the Knox County Register's Office;

Now therefore, the parties hereto declare that the real property listed below, which includes all lots of Glen Abbey and the Common Areas of Glen Abbey, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "Covenants and Restrictions") hereinafter amended and set forth:

The real property subject to these Covenants and Restrictions is located in Knox County, Tennessee as more particularly described as follows (the "Property"):

Being a parcel of land located in the Sixth Civil District of Knox County, Tennessee and within the city limits of Farragut and also being known as parcels 141 and 141.01 of Knox County Tax Map No. 142, and being more particularly described;

Beginning at an iron rod found at the intersection of right-of-way line of the westerly line of Farragut Farms Boulevard (currently designated Glen Abbey Boulevard) and the southerly line of Derby Chase Boulevard;

THENCE, along the current terminus of Farragut Farms Boulevard (currently designated Glen Abbey Boulevard), North 59 deg. 17 min. 06 sec. East, 59.99 feet to an iron rod found on the easterly right-of-way of Farragut Farms Boulevard;

THIS INSTRUMENT WAS PREPARED BY

William G. Craddick *424 Port Charles Drive*
NAME ADDRESS
Knoxville TN 37934


Knox County, TN Page: 1 of 141
REC'D FOR REC 12/17/2019 1:21 PM
RECORD FEE: \$707.00 T20190867129
M. TAX: \$0.00 T. TAX: \$0.00
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THENCE, along the easterly right-of-way line of Farragut Farms Boulevard (currently designated Glen Abbey Boulevard), North 30 deg. 39 min. 37 sec. West, 546.85 feet to an iron rod found;

THENCE, leaving said line along the easterly right-of-way line of a future road, 39.27 feet along a curve to the right having a radius of 25.00 feet, a chord bearing of North 14 deg. 20 min. 23 sec. East, and a chord distance of 35.36 feet to an iron rod found;

THENCE, continuing along the easterly line of the future road, North 59 deg. 29 min. 41 sec East, 596.93 feet to an iron rod set in the common line with Wilda B. Ford;

THENCE, with the common line with Ford, South 31 deg. 10 min. 15 sec. East, 3059.05 feet to a monument found in the common line with Jack Starkey;

THENCE, with the common line with Starkey, South 66 deg. 23 min. 53 sec. West, 141.83 feet to an iron rod found in the corner of Kings Gate subdivision;

THENCE, with the common line with Kings Gate subdivision the following calls, South 68 deg. 51 min. 26 sec. West, 231.93 feet to an iron rod found;

THENCE, South 68 deg. 12 min. 34 sec. West, 186.08 feet to an iron rod found;

THENCE, South 68 deg. 22 min. 48 sec. West, 102.87 feet to an iron rod found;

THENCE, South 67 deg. 14 min. 46 sec. West, 104.30 feet to an iron rod found;

THENCE, South 70 deg. 57 min. 52 sec. West, 15.75 feet to an iron rod found in the common line with Robert and Mirian Hill;

THENCE, along the common line with Robert and Mirian Hill the following calls, North 31 deg. 13 min. 20 sec. West, 273.06 feet to an iron rod found;

THENCE, North 31 deg. 57 min. 47 sec. West, 39.89 feet to an iron rod found in the common line with Belleaire subdivision;

THENCE, along the common line with Belleaire subdivision the following calls: North 31 deg. 17 min. 45 sec. West, 99.85 feet to an iron rod found; in the common line with Belleaire subdivision;

THENCE, North 31 deg. 24 min. 09 sec. West, 150.04 feet to an iron rod found;

THENCE, North 31 deg. 09 min. 48 sec. West, 149.73 feet to an iron rod found;

THENCE, North 31 deg. 15 min. 19 sec. West, 99.97 feet to an iron rod found;

THENCE, North 31 deg. 16 min. 09 sec. West 199.83 feet to an iron rod found;

THENCE, North 31 deg. 05 min. 04 sec. West, 199.72 feet to an iron rod found in the common line with Horne Properties;

THENCE, with the common line with Horne, North 31 deg. 07 min. 03 sec. West, 521.53 feet to an iron rod found in the common line with Farragut Farms (currently designated Glen Abbey Boulevard) – Phase I (Derby Chase);

THENCE, with the common line with Derby Chase the following calls, North 62 deg. 32 min. 49 sec. East, 81.45 feet to an iron rod found in the common corner with Derby Chase;

THENCE, continuing with Derby Chase, North 30 deg. 35 min. 48 sec. West, 65.58 feet to an iron rod found;

THENCE, North 30 deg. 40 min. 21 sec. West, 185.40 feet to an iron rod found;

THENCE, North 30 deg. 42 min. 40 sec. West, 100.36 feet to an iron rod found;

THENCE, North 30 deg. 41 min. 13 sec. West, 100.05 feet to an iron rod found;

THENCE, North 30 deg. 38 min. 04 sec. West, 100.58 feet to an iron rod found;

THENCE, North 30 deg. 40 min. 15 sec. West, 89.54 feet to the point of Beginning;

Containing 2,183,902 square feet of 50.135 acres as shown on a survey prepared by Barge, Waggoner, Summer and Cannon, Inc. and signed by Gary C. Clark, RLS, Tennessee License Number 1329, dated June 19, 1997, and bearing BWS&C, Inc. project no. 24414-00.

Being the same property conveyed to the original developer by Warranty Deed dated July 28, 1997, of record in Warranty Deed Book 2257, Page 723, in the office of the Knox County Register of Deeds.

See also Quitclaim Deed of the original developer, Glen Abbey, LLC dated March 15, 2002 conveying the Glen Abbey common ground to Glen Abbey Homeowners Association and recorded on March 15, 2002 in the Register's Office for Knox County, Tennessee as instrument no. 200204170085927.

ARTICLE I

DEFINITIONS

1.1 The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

"Association" shall mean and refer to the Glen Abbey Homeowners' Association, Inc.

"Board of Directors" shall mean and refer to the Board of Directors of the Association.

"Common Area" shall mean and refer to those portions of the Property which are now or hereafter owned by the Association for the common use and enjoyment of the Owners and any improvements, recreation facilities or other items located on such portions of the Property.

"Directors" shall mean and refer to a Director of or Member of the Board of the Association.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision of the Property with the exception of the Common Area as heretofore defined.

"Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II hereof.

"Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Traditional Architecture" shall be defined as residential architecture categorized as Williamsburg, Cape Cod, American Colonial, Georgian, French Provincial, English Tudor, and all other Traditional single-family residential architecture common in the United States and not typically referred to as "contemporary".

The original developer created on the Property a residential community known as Glen Abbey (the "Subdivision"). The Subdivision consists of three (3) distinct developments, as follows:

1. The Village at Glen Abbey ("The Village"), consisting of 55 patio homes, as shown on the plat of record in Plat Cabinet P, Slide 329D, in the Register's Office for Knox County, Tennessee.

2. The Retreat at Glen Abbey ("The Retreat"), consisting of 34 patio homes, as shown on the plat in Plat Cabinet P, Slides 212D, 329A and 329B in the Register's Office for Knox County, Tennessee.

3. The manor at Glen Abbey ("The Manor"), consisting of 57 detached single-family residences, as shown on the plat designated as Instrument Number 200404020091645 in the Register's Office for Knox County, Tennessee.

The Village, The Retreat and The Manor will have common facilities for the use and benefit of all residents in the Subdivision.

ARTICLE II

MEMBERSHIP, BOARD OF DIRECTORS, AND VOTING RIGHTS IN THE ASSOCIATION

2.1 Membership. Every person or entity who is the owner of a fee or undivided fee interest in any Lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. Membership shall commence on the date such person or entity becomes the owner of a fee or undivided fee interest in a Lot and shall expire upon the transfer, release or other conveyance of said ownership interest, other than a conveyance for security purposes.

2.2 Voting Rights.

Members shall be all those Owners described in Section 2.1.. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 2.1 When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

2.3 Votes Necessary for Action. Except as specifically provided herein, actions of the Association shall be effective only after a majority of the votes eligible to be cast by Members approve said action.

2.4 Board of Directors. The Association shall be governed by a five (5) member Board of Directors, to be elected for two-year terms by the Members at an annual meeting to be held in accordance with paragraph 2.8. Three (3) members of the Board of Directors shall be elected by ballot by Members owning Lots in The Village and The Retreat. Two (2) members shall be elected by ballot by Members owning Lots in The Manor. The members of the Board of Directors must be owners of a Lot in the

Subdivision. Two Members who share ownership of the same lot may not be on the Board at the same time. An individual may not serve more than two consecutive two-year terms. There is no limit on the total number of times an individual may serve on the Board. The following rules govern the selection and operation of the Board:

- (a) The election of Board members will be staggered, so that two members for the Village and Retreat and one member for the Manor will be elected in a given year. The third member for the Village and Retreat and the second member for the Manor will be elected the next year.
- (b) An "action" taken by the Board is defined as any decision made by the Board that causes or affects the expenditure of HOA funds, immediately or as an obligation for a future expenditure, or that establishes or changes policies or rules for the Members or for property or assets held by the HOA, or that grants exemption from any policy or rule, or that disposes of property or assets held by the HOA. All actions taken by the Board must be authorized by a vote of the Board with at least three members voting in favor of the action.
- (c) The Board must hold regularly scheduled meetings that are open to all Members, with notice of such meetings posted on electronic media accessible to the Members. The Board may exclude non-Board Members from a portion of a meeting in order to discuss an issue specific to a particular Member or Lot in order to protect that Member's privacy. The Board shall determine the scheduling of these meetings, but they must be held at least once per quarter.
- (d) If it is deemed necessary, an action may be taken between meetings provided that the specific action is approved by at least three Board members. The rationale for taking the action, the action itself, and those approving the action must be read into the minutes at the next Board meeting.
- (e) The Board may appoint an individual to act on behalf of and with the authority of the Board. However, the authority being delegated must be specifically described, the delegation must be approved by at least three Board members, and the delegation and approval vote must be included in the minutes of the meeting at which the delegation is made. Such delegation may not be in effect beyond the next election of new Board members. Absent such a delegation, no Board member may take any action on behalf of the Board unless immediate action is necessary to cope with an emergency, such as flooding due to a broken pipe.
- (f) If a member of the Board resigns or otherwise leaves the Board, the Board may appoint a temporary replacement. If the Board member being replaced was elected by the Manor, the temporary replacement must reside in the Manor. If the Board member being replaced was elected by the Village and Retreat, the temporary replacement must reside in the Village or Retreat. The temporary replacement's term will only extend to the next Homeowners' meeting, at which a new, regular Board member will be elected.

2.5 Maintenance of Common Area. The Association acting by and through its Board of Directors shall have the right to engage and employ such individuals, corporations or professional managers for the purpose of managing and maintaining the

Common Area and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Association.

2.6 Insurance for Common Area. The Association shall obtain and maintain on the Common Area comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) per claim for bodily injury, death and property damage.

2.7 Maintenance of Lawns – The Village and The Retreat. The Association shall maintain all lawns which are a part of Lots in The Village and The Retreat, including, without limitation, the mowing of lawns and the maintenance of sprinkler systems and the expense of water used in such sprinkler systems. The cost of all such services, including the maintenance of the sprinkler system and all water bills, shall be paid for by Owners of the Lots in The Village and The Retreat in accordance with Section 4.13. The maintenance obligations of the Association pursuant to this Section 2.7 shall not include the cost of maintaining any landscaped or non-lawn areas of any lot.

2.8 Homeowner Meetings. The Board of Directors will conduct an annual homeowners' meeting and may schedule additional meetings as it deems necessary. The annual meeting will be held in December or January, and will include election of members to the Board. The annual meeting will also include a review of the previous years' expenditures and presentation of the budget for the next year. Notice of the time, date and place for any homeowners' meeting will be mailed to the address of record of every homeowner at least one month prior to the meeting. A quorum for any homeowners' meeting requires the presence or proxy from 51% of the Members' households. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREA

3.1 Members' Easements of Enjoyment. Subject to the provisions of Section 3.3, every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot.

3.2 Title to Common Area. The original developer having sold all lots in the subdivision, title to the Common Area was transferred to the Association by means of a Quit-Claim Deed executed on March 15, 2002 and filed with the Knox County Register of Deeds.

3.3 Extent of Members' Easements. The rights and easements of enjoyment in and to the Common Area created hereby shall be subject to the following:

- (a) any rules and regulations reasonably adopted by the Association.
- (b) the right of the Association to take reasonable action to protect and preserve the rights of the Association and the individual Members in and to the Common area.
- (c) the right of the Association, as provided in its Articles and bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of rules and regulations reasonably adopted by the Association.
- (d) the right of the Association to dedicate or transfer all or any part of the Common Area or areas to any public agency, authority, utility, municipality or other governmental entity for any reasonable purposes or the right of the Association to mortgage or convey the Common Area, and subject to such conditions as may be agreed upon by the Board of Directors of said Association; provided, however, that no such dedication or transfer, and the conditions and provisions thereto, shall be effective unless approved by two-thirds of the votes eligible to be cast by the Members.
- (e) the rights of Members of the Association shall not be altered or restricted because of the location of the Common Property in a phase or portion of the Subdivision in which such Member is not a resident. Notwithstanding the phase or portion of the Subdivision in which the Lot is located, the Owners of such Lots shall be entitled to full use and enjoyment of all Common Area as provided herein.

3.4 Parking Rights. The Association shall have the absolute authority to determine the manner of parking within the Common Area, and it shall have the absolute authority to regulate the maintenance and use of the same.

3.5 Swimming Pool and Recreation Areas. Any swimming pool, play ground or other recreation or play areas on the Common Area or otherwise within or adjacent to the Subdivision, shall be used at the sole risk of the user. Neither the Association nor any of their officers, directors, members, shareholders, agents or employees, shall be liable to any person or entity for any claim, damages, liability or injury relating to or arising out of the use of the Recreation Equipment. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have released any and all claims of any kind, type or nature relating to or arising out of the use of the Recreation Equipment and accepted the terms of the Section 3.5. The use of the Recreation Equipment is subject to rules and regulations established from time to time by the Association, including, without limitations, rules addressing hours of use, appropriate dress and other matters. The Recreation Equipment, generally, and any swimming pool specifically, is intended

for family use and all users of the Recreation Equipment shall at all times dress and conduct themselves in a manner consistent with the presence of families and young children. Pursuant to Section 2.6, the Association shall provide general liability insurance relating to bodily injury, death or property damage resulting from use of the Recreation Equipment.

ARTICLE IV

CONVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. The Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges determined in accordance with these Declarations; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Upon default in the payment of such assessments, the Association is authorized and entitled to record a notice of lien claim in the Register's Office for Knox County, Tennessee, and to foreclose that lien claim by attachment and sale of the property through appropriate legal proceedings. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation, jointly and severally, of the person who was the Owner of such property at the time when the assessment fell due. The Association may bring an action in court to recover such assessment, together with interest, costs and reasonable attorney fees, from each person who was an Owner of such Lot at the time when the assessment fell due, which action may be brought in lieu of in addition to filing or foreclosure of the lien pursuant hereto. The personal obligation or the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare and beautification of the Property and the Subdivision generally, and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and of the homes situated upon the Property, and administrative costs related to all such items or purposes. Such uses shall include, without limitation, the payment of taxes and insurance thereon and repair, replacement, and addition thereto, and for the cost of utilities, labor, equipment, materials, management and supervision thereof, including all such costs relating to or arising out of the Recreation Equipment. The assessments shall not be specifically limited to the Common Area, but shall extend to and include the lighting, traffic signals and signs within or pertaining to the Subdivision, and any common easements and driveways. The costs of operation and maintenance of street

lights and lighting regardless of the location within the Subdivision and the proximity to the individual Lots shall be borne equally and prorated as to each Lot without regard of the ownership; it being the intent of this requirement to ensure the safety, enjoyment and security of the entire Subdivision.

4.3 Annual Assessment. The Association shall have the right to determine and set the annual assessment each year. The assessment shall be a sum reasonably necessary as deemed by the Association to defray the expenses of the Association for such year and to otherwise satisfy the provisions of Section 4.2. The assessment may include provisions to contribute to reserve funds and to accumulate funds to provide for improvements, providing that all such improvements are consistent with and exclusively for the benefit of the Homeowners as described in section 4.2. The assessment may be adjusted upward or downward as herein provided. Section 2.8 specifies that the budget for the upcoming year will be presented to the homeowners at the annual meeting held in December or January. This presentation is to make the homeowners aware of the Board's best estimate of what expenditures will be needed in the upcoming year. The budget is only a projection, and does not restrict the Board from making whatever expenditures are deemed necessary or prudent in performance of their duties. In conjunction with the presentation of the budget for the upcoming year at the annual Homeowners' meeting, the Board will declare the quarterly assessments that will be in effect for the next four (4) quarters, beginning with the first quarter after this meeting. This will include specification of the amount assessed to all Homeowners and the additional amount paid by Homeowners in the Village and Retreat as specified in Section 2.7. If either portion of the new assessment is equal to or more than 110% of the current assessment for that portion, the new assessment that equals or exceeds 110% must be approved by a majority vote of the Homeowners present at the meeting, with all Homeowners voting on the Association-wide portion of the assessment, if such a vote is necessary, and the Village and Retreat Homeowners, only, voting on the additional portion required by Section 2.7, if such a vote is necessary. If such a vote results in the proposed assessment being disapproved, the Board must revise the assessment so that the new amount is below 110% of the current amount.

4.4 Special Assessments. In addition to the annual assessments authorized by Section 4.3 hereof, the Board may levy in any year a one-time, special assessment for the purpose of defraying in whole or in part the cost of any construction or reconstruction, repair or replacement of a described improvement upon the Common Area or to respond to unexpected events, including the necessary fixtures and personal property related thereto, and any other matter as determined by the Board.

4.5 Changes in Annual Assessment in Response to Unexpected Events. If unexpected events cause the Board to conclude that a change in assessments is necessary before the end of the four (4) quarters for which the annual assessment was established, per Section 4.3, the Board may make such a change, with said change taking effect at a date specified by the Board. All Homeowners will be notified promptly of the change and the reason therefor. Such changes are subject to the following limitation: if the change is an increase, and if the amount of the change when added to

whatever change was made at the previous annual meeting increases the assessment to a level equal to or greater than 110% of the assessment in effect at the time of the previous annual meeting, then the change must be approved by the Homeowners at a meeting called for that purpose.

4.6 Sequestration of Assessment Funds. If the Board deems it appropriate to sequester a portion of assessment revenues for a special purpose, such sequestration and the purpose for which those funds are to be used must be presented to and approved by the Homeowners at a meeting. Once approved, these funds may not be used for any purpose other than that declared to and approved by the Homeowners. If changing circumstances cause the Board to conclude that sequestered funds should be used for any other purpose, release of the funds for such other purpose must be approved by the Homeowners at another meeting.

4.7 Homeowners' Meetings for Action Authorized Under Sections 4.3, 4.5 and 4.6. Any Homeowners' meeting required by Sections 4.3, 4.5 or 4.6 will be held in accordance with the notification and quorum requirements of Section 2.8.

4.8 Commencement of Annual Assessments. As each person or entity becomes a member such new Members' assessment for the current year shall be a pro-rata part of the annual assessment and shall be due on the first day of the month following the date such person or entity becomes a Member of the Association. Upon a person or entity's ceasing to be a Member of the Association, such Member shall not be entitled to any refund of his annual assessment.

It shall be the duty of the Board of Directors to notify each owner of any change in the annual assessment or any special assessment and the due date of such assessment. Any assessment not paid within ten (10) days after the due date (the first day after such ten (10) day period shall be referred to as the "delinquency date") shall be delinquent. The requirement of notice shall be satisfied if such notice is given by regular deposit in the United States Mail to the last known address of such owner.

4.9 Effect on Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association. If any assessment is not paid prior to the delinquency date (as specified in Section 4.7 hereof), then such assessment shall become delinquent and shall, together with interest thereon and cost of collection, as hereinafter provided, become a continuing lien on the Owner's Lot which shall bind such property in the hands of the then Owner, his heirs, devisees personal representatives and assigns.

If the Assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, may foreclose the lien against the Owner's Lot, or may take both such actions, and there shall be added to the amount of such assessment reasonable attorney's fees, and in the event a judgment is obtained, such

judgment shall include interest on the assessment as above provided and reasonable attorney's fees together with the costs of the action.

4.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provide, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment. An assessment shall not be subordinate to a mortgage held by a prior owner who was the Owner at the time such assessment accrued.

4.11 Exempt Property. The following property to the extent it is subject to this Declaration, shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use; (b) all Common Area as defined in Article I, Section 1 hereof; (c) all properties exempt from taxation by the laws of the State of Tennessee or United States Government upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

4.12 Books and Records. The books and records of the Association shall be kept in such a manner that is possible to determine and ascertain that (i) such sums are expended by the Association for development, improvements, maintenance and upkeep of all Common Area by the Association, and (ii) such sums are expended for the purposes set forth herein.

4.13 Assessment Relating Only to The Village and The Retreat. Pursuant to the terms of Section 2.7, the Association is required to maintain the lawns of all Lots located in The Village or The Retreat. The cost of such maintenance activities and all costs related thereto shall be paid by owners of the Lots in The Village and The Retreat. Each owner of any Lot in The Village and The Retreat by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges determined in accordance with these Declarations to pay all such costs relating to or arising out of the services provided by the Association pursuant to Section 2.7; and (2) special assessments relating specifically to The Village and The Retreat. Such assessments shall be subject to the terms of Section 4.1 and the lien granted the Association pursuant to Section 4.1 shall apply in all respects to the assessments created and levied pursuant to this Section 4.13.

The assessment pursuant to this Section 4.13 shall be determined by the Members of the Board of Directors of the Association elected by Owners of Lots in The Village and The Retreat, as described in Section 2.4

The assessment provided for Pursuant to this Section 4.13 shall be born equally and prorated as to each Lot in The Village and The Retreat without regard to the size of the Lot.

To the extent not inconsistent with the terms of this Section 4.13, all provisions of Article IV relating to the creation, amendment, commencement and failure to pay any assessment shall be applicable to the assessment set forth in this Section 4.13.

ARTICLE V

TERM

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then Owners of Lots it is agreed to change said covenants in whole or in part.

ARTICLE VI

ENFORCEMENT

If the parties hereto or any of their heirs and assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Association or any Owner to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

ARTICLE VII

SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

ARTICLE VIII

BUILDING LOCATION

No building shall be located on any Lot nearer to the front boundary than 20 feet unless such requirement is waived by the Association which shall have exclusive jurisdiction and authority to permit or deny variances. As to all other front, rear and side set back requirements, the regulations of the applicable municipal zoning authority shall be controlling and said zoning authority shall have the exclusive authority to permit or deny variances as to rear and side set back requirements.

ARTICLE IX

DIVISION OF LOTS

Not more than one single family dwelling may be erected on any Lot and no Lot may be subdivided or reduced in size by any method such as voluntary alienation, partition, judicial sale, or other process of any kind except for the express purpose of increasing the size of another Lot.

ARTICLE X

GLEN ABBEY ADVISORY COMMITTEE

No building shall be erected, placed, altered (including, without limitation, any change of exterior color), or permitted to remain on any Lot until the building plans and specifications and a plan showing the location of a dwelling have been approved in writing by the Glen Abbey Advisory Committee as to the quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish grade level and elevation. The Glen Abbey Advisory Committee shall be composed of three members appointed by the Board of Directors of the Association. Members of the Glen Abbey Advisory Committee need not be owners of a Lot in the Subdivision. A majority of the Committee may designate a representative to act for the Committee. In the event of the death or resignation of any member of the Committee, the Board shall have the exclusive authority to designate a successor. In the event the said Committee or its designated representative fails to approve or disapprove such plans or specifications within twenty (20) days after the same have been submitted, as to the Lot for which such plans and specifications were submitted to it, such approval shall be implied and no longer required and this covenant will be deemed to have been fully complied with. Further, such plans must be left with the Glen Abbey Advisory Committee during the period of construction after approval. If no suit to enjoin the construction has been filed prior to completion thereof, approval will not be required and the covenant shall be deemed to be fully satisfied. In the event the Glen Abbey Advisory Committee rejects plans submitted for approval under this

covenant, upon written application for approval by 75 percent of the Owners within a 200-foot radius of the affected Lot the said proposed plans shall be deemed approved by the Advisory Committee.

ARTICLE XI

DWELLING AND USE RESTRICTIONS

11.1 General Design Requirements. No dwelling shall be erected, placed, altered or permitted to remain on any Lot unless it conforms to the following requirements:

1. The dwelling and related improvements must be of Traditional Architecture and design as defined herein.
2. The minimum living area square footage requirements shall be determined by the Glen Abbey Advisory Committee on a case by case basis and shall be within the sole discretion of the committee.
3. All dwellings shall not have less than a two-car attached garage.
4. Except by approval of the Advisory Committee, there shall be no occupancy permitted of any dwelling until such time as the dwelling, yard and landscaping are complete.
5. The finished grading for all Lots shall be completed in conformity with the recorded plat for the Subdivision and in such manner as to retain all surface water drainage on said Lot or Lots in "property line swales" designated to direct the flow of all surface waters into the drainage easements as created by the overall drainage plan for the subdivision, as approved by the municipal authority having jurisdiction over said subdivision.
6. There shall be no above-ground swimming pools, outbuildings or accessory structures built or constructed on any Lot.
7. There shall be no basketball goals attached to any dwelling.

11.2 Miscellaneous Restrictions. The following restrictions relate to all Lots in the Subdivision:

1. All mail boxes in The Village and The Retreat shall be of a standard design as used by the original developer during construction. Mail boxes in The Manor shall be of a traditional type and design consistent with the overall character and appearance of the Subdivision and shall be subject to the approval of the Advisory Committee.

2. No outside radio transmission towers, receiving antennas, television antennas, satellite antennas or dishes or solar panels may be installed or used if they exceed thirty-six (36) inches in diameter.

3. No one shall be permitted to store or park house trailers, campers, pleasure or fishing boats, trailers or other similar type vehicle on or about said residences unless the same are stored or parked inside a garage so as not to be readily visible from the street or adjoining properties. No automobiles which are inoperable or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any Lot.

4. Builders will be responsible for providing silt control devices on each Lot during construction activities.

5. Clotheslines and other devices or structures designated and customarily used for drying or airing of clothes, blankets, bed linen, towels, rugs or any other type of household ware shall not be permitted and it shall be strictly prohibited for articles or items of any description or kind to be displayed or placed on the yard or exterior of any dwelling for the purpose of drying, airing or curing of said items.

6. No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the remaining Owners.

7. No immoral, improper, offensive, or unlawful use shall be made of any dwelling, or any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

8. No commercial businesses may be maintained on the Common Elements or on any Lots.

9. Nothing shall be altered or constructed in or removed from the Common Elements without the written consent of the Association.

10. The Association is authorized to adopt rules for the use of Common Elements and such rules shall be furnished in writing to the Owners. There will be no violation of these rules.

11. Garages shall at all times be maintained so that they may accommodate two passenger automobiles and shall otherwise be maintained to comply with the applicable parking requirements of the controlling governmental authority that has jurisdiction over applicable portions of the Property. No garage shall be remodeled or permanently enclosed and no portion of a garage shall be converted into or used for a living space. All garage doors shall remain closed when not in use.

12. The personal property of any resident of a dwelling shall be kept inside the resident's dwelling, except for tasteful patio furniture and other personal property commonly kept outside. The Association shall have the right to approve any personal property of any resident kept outside the resident's dwelling including, without limitation, yard ornaments, statuary and similar items. Any and all such personal property kept outside a resident dwelling shall be removed by the resident upon the request of the Association.

13. Except for vehicles parked in garages, there shall be no overnight parking at any Lot or in front of any Lot, except that passenger automobiles and other motor vehicles less than 5 ½ feet in height may be parked overnight on driveways located at each Lot, provided that no vehicle shall be parked overnight on a driveway without the prior consent of the Association if commercial lettering or signs are painted on or affixed to the vehicle, if commercial equipment is placed upon or within the vehicle or if the vehicle is a truck, recreational vehicles, camper, trailer or any other vehicle except a private passenger automobile or other permitted motor vehicle as described above. The foregoing restrictions shall not, however, be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to, from or while used in connection with providing services to, the Property.

14. No repair or maintenance of vehicles shall be conducted on the Property, except that routine maintenance may be conducted within the garage of a dwelling as long as it does not create an unreasonable annoyance to residents.

15. Any vehicle violating the provisions of this Section 11.2 may, at the discretion of the Board, be removed from the Property and the person who owns such vehicle shall be charged for the cost of such removal. In addition, any Owner shall be charged and assessed for the removal cost of any vehicle owned by him or by any tenant, occupant, guest or invitee of such Owner.

16. Any fence located on any Lot in The Village, The Retreat or The Manor shall be wooden or vinyl, provided, however the construction and location of any fence on any such Lot shall be subject to the approval of the Advisory Committee. No such fence shall be constructed without the approval of the Advisory Committee.

11.3 Restrictions relating to The Village and The Retreat. No dwelling shall be erected, placed, altered or permitted to remain on any Lot in The Village or The Retreat unless, in addition to all other requirements set forth in this Article XI, the dwelling shall have a vinyl siding or brick exterior and a twenty-five (25) year dimensional shingle roof.

ARTICLE XII

TEMPORARY STRUCTURES

No trailer, basement, tent, shack, garage, barn or other outbuildings erected on a Lot shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

ARTICLE XIII

EASEMENTS

Easements and other restrictions in conformity with the recorded plat of the Subdivision are expressly reserved for the overall development of the subdivision, and no easements, rights of way or rights of access shall be deemed granted or given to any person or entity over, across, upon or through any Lot unless prior written permission is granted by the Association.

ARTICLE XIV

COMMISSION OF WASTE AND UNSIGHTLINESS

At no time shall any Lot be stripped of its top soil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown, dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other materials used for building purposes shall be stored upon any Lot for more than a reasonable time for the construction in which they are to be used to be completed. No person shall place on any Lot refuse, stumps, rock, concrete blocks, dirt or building materials or other undesirable materials. Any person doing so shall be subject to notification by the Association to correct said condition within five (5) days of notification and if said condition is not corrected within said time period, the Association shall have the right to injunctive relief against the Owner of the affected Lot and the contractor or

agent of the Owner and, further, the Association may make all necessary corrections and the expense of same shall be a lien upon the Lot.

ARTICLE XV

SIGNS

No sign of any kind shall be displayed to the public view on any Lot, with the following exceptions: (1) one professional sign of not more than five (5) square feet advertising the Lot for sale or rent; (2) political or campaign signs or posters are limited to four (4) square feet in size, and to one sign per office or issue. Political signs may not be displayed sooner than 30 days before the associated election, and shall be removed within five (5) days after the election to which the sign applies has been held.

ARTICLE XVI

LIVESTOCK AND POULTRY

No animals, livestock, poultry or fowl of any kind shall be raised, bred or kept on any Lot except pets such as dogs or cats; provided they are not kept, bred or maintained for any commercial purpose and do not create a nuisance. In no event, however, shall any Owner have more than two animals of any species. The Association shall have exclusive authority to further regulate the maintenance and care of said animals as it deems necessary. All pets must be on a leash when outside a dwelling.

ARTICLE XVII

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other waste shall not be kept except on a temporary basis and in sanitary covered containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition, subject to the approval of the Association, and may be used only during the construction period.

ARTICLE XVIII

FENCES AND WALLS

No fences or walls or hedge rows shall be erected, placed or altered on any Lot unless approved by the Advisory Committee. Chain link fences and dog runs are prohibited.

ARTICLE XIX

WAIVER AND MODIFICATION

Deleted.

ARTICLE XX

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by three-fifths (3/5) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE XXI

ASSIGNMENT OR TRANSFER

Deleted

ARTICLE XXII

FUTURE ADDITIONS

Additional residential property and Common Area may be annexed to the Subdivision with the consent of two-thirds (2/3) of the votes eligible to be cast by the Members.

ARTICLE XXIII

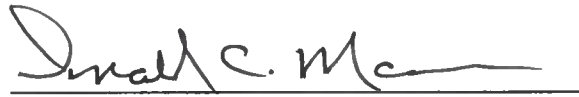
AMENDMENTS

The covenants, conditions and restrictions set forth herein may be amended during the first twenty year period by an amended declaration signed by not less than ninety percent (90%) of the then Owners of the Lots in the Subdivision, and thereafter by an amended declaration signed by no less than seventy-five percent (75%) of the then Owners of the Lots. Any amendment must be properly recorded to be effective.

IN WITNESS WHEREOF, Glen Abbey, LLC, a Tennessee limited liability company has caused this instrument to be executed and its name to be signed by its president as of the date set forth above.

The undersigned, President of the Board of Directors for Glen Abbey Homeowners Association, LLC, warrants that more than 75% of the members of the Association have approved and executed the foregoing amendment to its covenants and restrictions as indicated by the signatures below.

In witness whereof I have hereunto set my hand on the 17 day of Dec, 2019.


Donald C. Mann

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, in and for said county and state, Donald C. Mann, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President, Board of Directors for Glen Abbey Homeowner Association, LLC, the within named bargainor, a corporation, and that as such President of the Board of Directors, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal at office in Knox County, Tennessee, this 17 day of December, 2019.


Notary Public

My Commission Expires: Sep. 26, 2023

