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Knox County, TN Page: 1 of 111
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Nick McBride
Register of Deeds
Knox County

SECOND AMENDMENT TO THE COVENANTS AND RESTRICTIONS
OF GLEN ABBEY SUBDIVISION

This Second Amendment to the Covenants and Restrictions of Glen Abbey Subdivision ("Second Amendment") is made and entered into on this the 17 day of JANUARY, 2021 by and between the Owners of at least 75% of the Lots in Glen Abbey Subdivision.

WITNESSETH:

THAT WHEREAS, the initial Declaration of Covenants and Restrictions of Glen Abbey were recorded in the Register's Office for Knox County, Tennessee, on June 17, 1998 in Instrument 84894 in Warranty Deed Book 2289, Page 1051 ("Original Restrictions"); and

WHEREAS, a Declaration of Amendment of the Covenants and Restrictions of Glen Abbey were recorded in the Register's Office for Knox County, Tennessee, on December 17, 2019 in Instrument No. 201912170041164 ("Amended Restrictions"); and

WHEREAS, both the Original Restrictions and the Amended Restrictions in Article XXIII allow for their amendment upon the approval and signatures of at least 75% of the Owners of Lots in the Subdivision after the first twenty (20) year period has passed from the recording of the Original Restrictions; and

WHEREAS, more than twenty (20) years has passed since the recording of the Original Restrictions; and

WHEREAS, at least 75% of the Owners of Lots in the Subdivision have approved this Second Amendment as is shown on the signature pages attached hereto and the certification below of the President of the Glen Abbey Homeowners Association, Inc. ("Association");

NOW THEREFORE, the Original Restriction and the Amended Restrictions are hereby amended as follows:

- I. Paragraph 2.7 of Article II is stricken and repealed and replaced as follows:

2.7 Maintenance of Lawns – The Village and The Retreat. The Association shall maintain all lawns which are part of Lots in The Village and The Retreat, including mowing during the growing season, trimming, edging, and blowing with each mowing. The front beds on all such Lots shall be mulched one time per year. The side beds on such corner Lots will also be mulched one time per year. The cost of all such services 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 except as provided herein.

II. Article XXIII Amendments, is stricken and repealed and replaced as follows:

Except as stated below, the covenants, conditions and restrictions set forth herein may be amended at any time upon the written assent of at least 75% of the then Owners of Lots in the Subdivision. The President and Secretary of the Association shall certify the receipt of such written assents in the amendment document so that the notarized signatures of individual Owners are not required to be obtained in order to record the amendment. Any amendments dealing with services to be provided to or assessment of certain distinct developments only (The Village, The Retreat and/or The Manor) may be passed based solely on the vote of the Lots in the affected distinct development(s) without consideration of the votes of Owners of Lots that would not be affected by the vote. Any amendment must be recorded in order to be effective.

The undersigned owners of at least 75% of the Lots in Glen Abbey Subdivision have approved and executed the foregoing Second Amendment as indicated by their signatures attached hereto.

The President of Glen Abbey Homeowners Association, Inc. by signature below hereby certifies that the attached signature pages represent the signatures of at least 75% of Owners of Lots in the Subdivision as of the date of the recording of this document.

CERTIFICATION

I, Donald C. Mann, hereby certify as the duly elected President of the Association that the attached signature pages represent the signatures of at least 75% of Owners of Lots in the Subdivision as of the date of the recording of this document.



Donald C. Mann, President

GLEN ABBEY HOMEOWNERS ASSOCIATION, INC.

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 Homeowners Association, Inc., 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 January, 2021.


Notary Public

My Commission Expires: Sep. 26, 2023

