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Knox County

THIRD AMENDMENT TO THE COVENANTS AND RESTRICTIONS
OF GLEN ABBEY SUBDIVISION

This Third Amendment to the Covenants and Restrictions of Glen Abbey Subdivision ("Third Amendment") is made and entered into on this the 8th day of December, 2022 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 was 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 was 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 XXII 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 Third Amendment as is shown on the signature pages attached hereto and the certification below of the President and Secretary of the Glen Abbey Homeowners' Association, Inc. ("Association");

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

- I. The fourth sentence of Paragraph 2.8 of Article II is stricken, repealed, and replaced as follows:


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REC'D FOR REC 12/12/2022 11:07 AM
RECORD FEE: \$1,232.00 T20220060352
M. TAX: \$0.00 T. TAX: \$0.00
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Notice of the time, date and place for any homeowners' meeting will be distributed to the address of record of every homeowner at least one month prior to the meeting.

- II. Paragraph 11.2, section 16 of Article XI, is stricken and repealed.
- III. Article XVIII is stricken, repealed, and replaced as follows:

ARTICLE XVIII

FENCES AND WALLS

18.1 Approval Required. 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.

18.2 Fences in The Village and The Retreat. No new fences will be approved in The Village or The Retreat. Fences existing in the Village and Retreat at the time of the recording of this Amendment shall be permitted to remain and may be refurbished, replaced, or upgraded subject to the approval of the Advisory Committee. However, homeowners in The Village and/or The Retreat whose lots back up to property outside the subdivision shall have the right to install a barrier (fence or shrubs) that runs parallel only with the adjoining property. Said barrier must be approved by the Advisory Committee.

18.3 Fences in the Manor. Backyard fences are allowed in the Manor up to six feet in height, subject to the approval of the Advisory Committee

18.4 Fence Material. Any fence located on any Lot in The Village, The Retreat or The Manor shall be aluminum, wrought iron, 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.

18.5 Patio Fences, Privacy Fences, and HVAC Enclosures. Patio fences, privacy fences similar to those installed by the original developer, and HVAC enclosures are allowed throughout Glen Abbey, subject to approval of the Advisory Committee.

IV. The following paragraph is hereby added after paragraph 11.3 in Article XI:

11.4 Leasing.

1. No short-term rentals of any Lot or any part of any Lot are permitted. A short-term rental is defined as any rental or lease for a period that is one hundred and seventy-nine (179), or less, consecutive days.

2. No long-term rentals of any Lot or any part of any Lot are permitted except as provided in paragraphs (3) and (4) of this section. However, those who own Lots at the time of the adoption of this Amendment are not subject to any restriction on the long-term rental of their Lot. A long-term rental is defined as any rental or lease for a period that is one hundred and eighty (180), or more, consecutive days. An Owner of property at the time of adoption of this Declaration who sells or transfers his or her Lot will forfeit the ability to lease or rent the Lot after the sale or transfer.

For the purposes of this section, a sale or transfer shall mean the sale, gift, grant, conveyance, assignment, or other transfer of an interest in a Lot. However, "sale" or "transfer" shall not mean:

(a) If the Owner is an individual, the sale, gift, grant conveyance, assignment, or other transfer of an interest in real property to:

- i. An individual who is related to the owner;
- ii. An heir; or
- iii. A business entity in which the owner holds an ownership interest; or

(b) If the Owner is a business entity, the sale, gift, grant, conveyance assignment or other transfer of an interest in real property to another business entity as long as:

- i. The transferee business entity is wholly owned and completely controlled by the Owner or a business entity that wholly owns and completely controls the Owner; and
- ii. It is the first sale, gift, grant, conveyance, assignment, or other transfer of an interest in the real property since the Owner acquired the interest in the real property.

"Related" or "Relative" means children, parents, grandparents, any degree of great grandparents, aunts, uncles, any degree of great-aunts, great-uncles, or stepparent; cousins of the first degree; first cousins once removed; siblings of the whole or half degree; or a spouse of the above listed relatives.

3. Except for Owners of Lots subject to the grandfathering provision in paragraph 2, an Owner of a Lot in Glen Abbey may use said Lot as residential rental property only if the following terms and conditions are met and fully complied with:

(a) The Owner and/or a person related to the Owner has resided in the home on the Lot for a minimum of two (2) continuous years after Owner acquired the Lot, prior to the rental; and

(b) Said rental is pursuant to a written lease or rental agreement (including renewal of any written lease or lease agreement) for rental to a single family with a rental term of not less than three hundred sixty-five days (365) and signed by the Owner and all tenants who are competent to enter into the lease contract; and

(c) Prior to occupancy of the home by the tenant(s), a signed copy of the lease or rental agreement shall be provided to the Board and, if the Board has retained a management company, to the management company; and

(d) Said lease or rental agreement has attached to it a copy of the Declaration and all amendments thereto and also contains as one of its terms that the Tenant(s), family, and guests are bound by the Declaration and all of its terms and may be evicted for non-compliance therewith. The Owner acknowledges they are ultimately responsible for behavior of their tenant(s) which includes following of the Declaration, and any violation could result in fines or loss of voting rights against the Owner.

4. Except for Owners of Lots subject to the grandfathering provision in paragraph 2, a maximum total of eight (8) Lots may be leased or rented at any time in the Subdivision to persons not related to the Lot's Owner. These Lots are further constrained to three (3) Lots in the Village section, two (2) Lots in the Retreat section, and three

(3) Lots in the Manor section of Glen Abbey Subdivision for a combined total of eight (8) Lots.

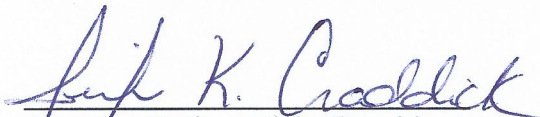
If the Lots leased or rented in the Subdivision total eight (8) Lots for the entire Subdivision and/or the number of Lots in the Village section total (3) Lots, and/or the number of Lots in the Retreat section total two (2) Lots, and/or the number of Lots in the Manor section total three (3) Lots, the Association or, if the Board has retained a management company, the management company shall maintain a waiting list (first come, first served) for the next rental slot available for those additional Owners wishing to lease or rent a Lot(s). Lots occupied by a relative of an Owner shall not be counted as one of the eight (8) Lots that are subject to this limitation.

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

The President and Secretary of Glen Abbey Homeowners Association, Inc. by signature below hereby certify 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.

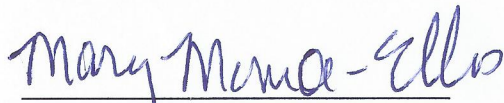
CERTIFICATION

I, Jennifer K. Craddick, 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.


Jennifer K. Craddick, President

CERTIFICATION

I, Mary Monroe-Ellis, hereby certify as the duly elected Secretary 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.


Mary Monroe-Ellis, Secretary

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, in and for said county and state, Jennifer K. Craddick, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President of the Board of Directors for Glen Abbey Homeowner 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 herself as President.

Witness my hand and seal at office in Knox County, Tennessee, this 8th
day of December, 2022.

Gene Paul Gaby
Notary Public

My Commission Expires: 9-26-23



STATE OF TENNESSEE
COUNTY OF KNOX

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

Witness my hand and seal at office in Knox County, Tennessee, this 8th
day of December, 2022.

Gene Paul Gaby
Notary Public

My Commission Expires: 9-26-23

