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**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR GLENN ABBEY  
SUBDIVISION**

THIS AMENDMENT to the Glenn Abbey Subdivision Covenants is made and entered into as of this 8th day of September, 2000, by ASHLEY GLEN, LLC, a Tennessee Limited Liability Company, (hereinafter referred to as "Developer");

**WITNESSETH:**

WHEREAS, Developer is the owner of certain real property commonly known as the Glenn Abbey Subdivision as described as Lots 1 through 142, Final Plat, Gillett P.D., Amended, of record at Plat Book 171, page 57, Plat Book 181, page 22, and re-recorded at Plat Book 185, page 1, all in the Register's Office of Shelby County, Tennessee; and

WHEREAS, Developer has filed for record at instrument number KD-6660 in said Register's Office a Declaration of Subdivision Covenants (herein "Declaration of Covenants") concerning all Lots in the Glenn Abbey Subdivision, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, Developer desires to amend said covenants to establish certain easements concerning the lake property located in the Glenn Abbey Subdivision for the use and benefit of the Glenn Abbey Homeowners' Association, its successors and assigns; and

WHEREAS, Developer desires to subject the subdivision and Lots therein to the terms and conditions of this Amended Declaration of Covenants.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer imposes the following Amendment:

1. Land Use Easement. Developer, its successors and assigns, grant to the Glenn Abbey Homeowners' Association, a non-exclusive perpetual easement for the use of the Glenn Abbey Lake pursuant to the terms and conditions of the Declaration of Covenants of record at instrument number KD-6660, as well as the terms and conditions of this Amendment.

2. Acceptance by Homeowners' Association. The Glenn Abbey Homeowners' Association, for itself and all of its successors and assigns, accepts the terms and conditions of this Amendment to the Declaration of Covenants and agrees to abide by the terms thereof as well as the terms herein set forth.

3. Pedestrian Easement. Developer, for the benefit of the Glenn Abbey Homeowners' Association, its successors and assigns, does hereby grant to the Glenn Abbey Homeowners' Association a perpetual, non-exclusive pedestrian easement as described in Exhibit "A" attached hereto and incorporated herein by reference, as well as the right to construct, renovate, and/or maintain, any dock or walkway installed by Developer along the bank of the Glenn Abbey lake adjacent to the Subdivision, and for the purpose of providing pedestrian access to and from the Glenn Abbey lake property at such locations as has been set forth in Exhibit "A" attached hereto.

4. No Fencing. On Lots 44, 46, 47, 48, 49, 50, 51, 52, 53, 54, 132, 133, 134, and 135, of the Glenn Abbey Subdivision of record at Plat Book 171, page 57, Plat Book 181, page 22, as re-recorded at Plat Book 185, page 1, in the Register's Office of Shelby

County, Tennessee, Developer imposes a restriction that there shall be no fencing within five feet (5') of the rear of said Lot lines that are adjacent to the Glenn Abbey Subdivision lake. Further, the Homeowner of said Lot that adjoins the lake, shall maintain at its sole cost and expense any fencing installed by the Homeowner in the rear of said Lots.

5. Retaining Wall. On Lots 1 through 23 of the Glenn Abbey Subdivision of record at Plat Book 171, page 57, Plat Book 181, page 22, as re-recorded at Plat Book 185, page 1, in the Register's Office of Shelby County, Tennessee, the Developer has installed a retention wall. Said retention wall shall be maintained by the Glenn Abbey Homeowners' Association. In the event that the Homeowner of said Lot that adjoins the retention wall shall damage said retention wall, then said Homeowner, at its sole cost and expense, shall repair the damage to the retention wall, or reimburse the Homeowners' Association if the Association elects to repair the retention wall. Further, the Homeowner shall grant to the Homeowners' Association at no cost or expense to the Homeowners' Association a temporary construction easement to complete the repairs to the retention wall. Any existing sod and/or landscaping shall be replaced at the Homeowner's sole cost and expense.

6. Existence of Lakes; Applicable Laws. It is understood and agreed that the purpose of this Amendment is solely to allow for the use of the lake property by the Glenn Abbey Homeowners' Association, its successors and assigns, to provide for conditions for such use, including, without limitation, the agreement by the Glenn Abbey Homeowners' Association and all subsequent homeowners, to abide by the terms and conditions of this Amendment. Such use shall be subject to the effects of, and

compliance with, any applicable laws, and the Developer shall not be responsible for the maintenance of the lake property or to guarantee that such lake will always exist in its present or any other future form. The Glenn Abbey Homeowners' Association, its successors and assigns, as well as its officers, directors, stockholders, agents, and employees shall hold the Developer harmless from any and all claims, losses, or damages sustained by the use of the lake property, whether due to the enforcement of applicable laws by any governmental entity, forces of nature, or otherwise.

7. Covenants to Run with the Land. All terms and conditions of the Amended Declaration shall inure to the benefit of the successors, assigns and mortgagees of Developer, homeowners, and the Glenn Abbey Homeowners' Association having an interest in the Subdivision and shall benefit and be covenants which run with the land.

IN WITNESS WHEREOF, the Developer has executed this Amendment the day and year first above written.

ASHLEY GLEN, LLC

By: Mark S. Matthews

Its: Managing Partner

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, a Notary Public in and for said State and County, Mark S. Matthews, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager of ASHLEY GLEN, LLC, the within named bargainor, a limited liability company, and that as Chief Manager, he acknowledged that he executed the foregoing instrument for the purpose therein contained by personally signing the name of the limited liability company as Chief Manager.

WITNESS my hand and seal this 8 day of September, 2000.

*Shirley Jones*  
NOTARY PUBLIC

My Commission Expires:



**KM0219**

**09/08/2000-11:52:15**

Plots: Subdivision Reversion		52
O/C: 8 - GENE REYES		
VALUATION	N / A	
TN MORTGAGE TAX	N / A	
TN TRANSFER TAX	N / A	
RECORDING FEE		20.00
OP FEE		2.00
REGISTER'S FEE	N / A	
WALK THRU FEE		20.00
<b>TOTAL AMOUNT</b>		<b>42.00</b>
PAGE COUNT:	5	PAGE ADDED: No
		GROUP ID: X000092701
STATE of TENNESSEE, COUNTY of SHELBY <b>Guy B. Bates, REGISTER</b>		

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