

Box 7

BOOK 10458 PC 810

This Instrument Prepared By:  
Richard D. Bird  
Baker, Donelson, Bearman & Caldwell  
A Professional Corporation  
Suite 1700, 511 Union Street  
Nashville, Tennessee 37219

**AMENDMENT NO. ONE  
TO  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
ABBOTTSFORD**

This is Amendment No. One to the Declaration of Covenants, Conditions and Restrictions for Abbottsford (the "Declaration") made and published on the 26th day of February, 1990 by the Abbottsford Homeowners' Association, Inc., a Tennessee corporation (the "Association"), recorded in Book 8106, page 1, et seq., Register's Office for Davidson County, Tennessee; and

**WITNESSETH:**

WHEREAS, the Association has its principal place of business in Nashville, Tennessee and is comprised of owners of property ("Owner") in a subdivision in Nashville, Davidson County, Tennessee known as Abbottsford, Phase I, as shown on a plat of record, as amended, in said Register's Office, in Book 6250, page 419, being the first phase of an overall development, a preliminary plan for which is on file in the Office of the Planning Commission of Nashville and Davidson County, Tennessee; and

WHEREAS, the technology for the receipt of audio and video transmissions has so advanced that the prohibition against satellite dishes should be modified; and

WHEREAS, legal action by or against the Association, and/or its officers and directors, in a matter decided favorably for the Association could nevertheless result in a substantial expense to the Association;

WHEREAS, at least two-thirds (2/3) of the Owners whose sites are now subject to the Declaration, and being the requisite number to adopt an amendment, have determined that amendments changing the prohibition against satellite dishes and protecting the Association from expenses in certain legal actions are in the best interest of the Association and in keeping with the plan and purposes of the Abbottsford community; and

NOW, THEREFORE, in consideration of the premises, by the affirmative declaration of more than two-thirds (2/3) of the record Owners, as verified by their signatures, the Amended and

Restated Declaration of Covenants, Conditions and Restrictions for Abbottsford is amended as follows:

**AMEND ARTICLE VI. ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS.  
Section Two.8. by adding thereto the following:**

"Provided however, this shall not preclude the installation of electronic audio/video receivers of the "mini-dish" variety which are not visible from outside the homeowners' lot. Provided further, an electronic video/audio receiver may be erected on or about the residence with the prior approval of the Architectural Review Committee. Such receivers will receive approval only if they meet the aesthetic standards and determinations of the Committee as to appearance and location. The receivers may not be more than 20 inches in diameter and once installed may not be moved or altered without application to the Architectural Review Committee. The guidelines for approval and fees to be charged for review may be determined from time to time by the approval of the Board of Directors."

**AMEND ARTICLE XII, GENERAL PROVISIONS, Section Three as follows:**

Make the existing paragraph numbered paragraph 1.

**Then add the following as a new paragraph to Section Three:**

"2. In the event any Owner or other interested party shall bring suit against the Association, the Board or any officer of the Association to invalidate or prevent the enforcement of any provision of these restrictive covenants or in the event that the Association shall bring suit against any Owner or other interested party to enforce any provision of these restrictive covenants and the Owner or other interested party does not substantially prevail in the litigation, then the Owner or other interested party shall pay to the Association, the Board or Officers involved in the suit, reasonable attorney's fees and other expenses of litigation incurred by the Association, the Board or Officers in such suit. Such attorney's fees and other expenses of litigation due from an Owner hereunder shall constitute a continuing lien and charge against such Owner's lot, the amount of which shall bear interest at the maximum rate then permitted by law until paid by such Owner."

The foregoing amendments shall become effective when signed by or on behalf of two-thirds (2/3) of the Owners of the existing sites in Abbottsford, Phase I, and such is certified by the Secretary of the Association by the execution of the Secretary's Certificate appearing below, and upon the filing of this Amendment No. One in the Register's Office for Davidson County, Tennessee.

All other terms, conditions and provisions in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Abbottsford, recorded in Book 8106, page 1, et seq., Register's Office for Davidson County, Tennessee, shall remain in full force and effect except as specifically amended herein.

IN WITNESS WHEREOF, the Association and its members have caused this Amendment No. One to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Abbottsford to be duly signed this 12<sup>th</sup> day of May, 1997, the Association by its duly authorized officers.

ABBOTTSFORD HOMEOWNERS' ASSOCIATION

By: Richard H. Bird  
President

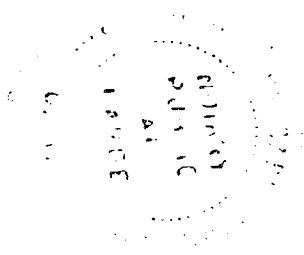
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, Ruth Anne Caruthew, a Notary Public in and for the State and County aforesaid, personally appeared RICHARD D. BIRD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of **Abbottsford Homeowners' Association**, the within named bargainor, a corporation, and that he/she as such President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such President.

WITNESS my hand and seal at office, on this the 12<sup>th</sup> day of May, 1997.

Ruth Anne Caruthew  
Notary Public

My Commission Expires: 11-28-98



**SECRETARY'S CERTIFICATE**

This is to certify that the requisite number of Owners authorized and entitled to do so, have approved the foregoing amendments by annexing their signatures to this Amendment No. One to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Abbottsford.

This 16<sup>th</sup> day of May, 1997.

ABBOTTSFORD HOMEOWNERS' ASSOCIATION

By: Nancy H. Dykes  
Secretary

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, Sandra Thomas, a Notary Public in and for the State and County aforesaid, personally appeared Nancy Dykes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Secretary of **Abbottsford Homeowners' Association**, the within named bargainer, a corporation, and that he/she as such Secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such Secretary.

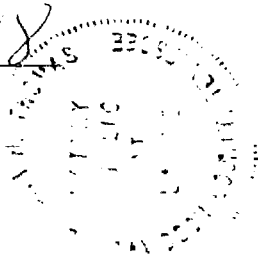
WITNESS my hand and seal at office, on this the 16 day of May, 1997.

Sandra H. Thomas  
Notary Public

My Commission Expires:

5/23/98

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DAVIDSON COUNTY, TN

IDENTIFICATION BALANCE

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