

FIRST AMENDMENT TO MASTER DEED

This Amendment to Master Deed is made this the 20th day of September, 1974, by Brentview Development Company (herein called "Developer"), for itself, its successors and assigns, wherein the Developer makes the following amendments to the Master Deed dated February 27, 1973, of record in Book 211, page 892, Register's Office for Williamson County, Tennessee, establishing a horizontal property regime of Foxborough Square Homeowners Association (Section II-A).

W I T N E S S E T H:

WHEREAS, as of the date of this amendment, the Developer is the sole owner, and sole co-owner as defined in Tennessee Code Annotated 64-2702(d), of all the apartments, units or existing dwellings in the horizontal property regime, which has been heretofore established; and,

WHEREAS, pursuant to paragraph 15 of the said Master Deed, the Master Deed may be amended by co-owners representing sixty-seven percent (67%) of the total of the then existing dwellings in the horizontal property regime; and,

WHEREAS, Developer is desirous of amending and modifying the aforesaid Master Deed.

NOW, THEREFORE, in consideration of the foregoing, the Master Deed for the Foxborough Square Homeowners Association (Section II-A) of record in Book 211, page 892, Register's Office for Williamson County, Tennessee, is amended as follows:

Notwithstanding anything to the contrary contained in the Master Deed of record in Book 211, page 892, Register's Office for Williamson County, Tennessee, or in the by-laws of the horizontal property regime established thereby, which are attached thereto, all terms, conditions and regulations which are now existing, or which may be amended from time to time, by the Federal Home Loan Mortgage Corp. pertaining to condominiums are hereby incorporated as terms and conditions of the Master Deed and such shall be governing upon the horizontal property regime and the Developer, and the

homeowners association, so long as such terms or conditions are not inconsistent with the laws of the State of Tennessee as found in T.C.A. 64-2701 et seq. as amended.

Specifically, without limitation upon the foregoing, the following declarations are made as an amendment to the Master Deed and shall be fully effective and controlling over any terms of the Master Deed which are in conflict. Any portions of such Master Deed which are in conflict with this amendment, or any portion of Federal Home Loan Mortgage Corp. regulations pertaining to condominiums, are hereby deleted:

- (a) A first mortgagee under a condominium unit at his request is entitled to written notification from the Association of owners of the condominium of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Master Deed, by-laws, or any of the condominium documents, which is not cured within thirty (30) days.
- (b) Any first mortgagee of a condominium unit who comes into possession of the unit pursuant to the remedies provided in the mortgage, deed of trust or foreclosure of the mortgage, or deed of trust, or deed in lieu of foreclosure, shall be exempt from the provisions contained in paragraph 12 of the Master Deed.
- (c) Any first mortgagee of a condominium unit who comes into possession of the unit pursuant to the remedies provided in the mortgage, deed of trust, foreclosure of the mortgage or deed of trust, or deed in lieu of foreclosure shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit, which accrue prior to the time such holder comes into possession of the unit (except for claims for a prorata share of such assessments or charges resulting from a prorata reallocation of such assessments or charges to all units including the mortgaged unit).

- (d) Unless at least seventy-five percent (75%) of the first mortgagees (based upon one (1) vote for each mortgage owned) of condominium units have given their prior written approval, the Foxborough Square Homeowners Association, shall not be entitled to:
- (i) By act or omission seek to abandon or terminate the condominium regime;
 - (ii) Change the prorata interest or obligations of any condominium unit for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (b) determining the prorata share of each unit in appurtenant real estate and any improvements thereon, which are owned by the unit owners in the condominium project in undivided prorata interests ("common elements").
 - (iii) Partition or subdivide any condominium unit.
 - (iv) By act or omission seek to abandon, partition, subdivide, encumber, or sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause.
 - (v) Use hazard insurance proceeds for losses to any condominium property (whether to individual units or common elements) for other than the repair, replacement, or reconstruction of such improvements, except as provided by T.C.A. 64-2718 in case of substantial loss to the units and/or common elements to the condominium project.

(e) As set forth in Article VI, Section 4 of the by-laws, first mortgagees shall have the

right to examine the books and records of the Foxborough Square Homeowners Association and/or the condominium project.

(f) An adequate reserve fund for the replacement of common elements will be established and funded by regular monthly payments rather than by special assessments.

(g) As set forth in T.C.A. 64-2720, all taxes, assessments and charges which may become liens prior to the first mortgage under the laws of the State of Tennessee shall relate only to the individual condominium unit and not to the condominium project as a whole.

(h) No unit owner, or any other party shall have priority over any rights of the first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(i) Any agreement for professional management of the condominium project, whether it be by the Developer, its successors and assigns, or any other person or entity, may be terminated for cause on ninety (90) days written notice and the terms of any such contract shall so provide and shall not be of a duration in excess of three (3) years.

(j) Foxborough Square Homeowners Association shall give to the Federal Home Loan Mortgage Corp., or any lending institution servicing such mortgages as are acquired by the Federal Home Loan Mortgage Corp., notice in writing of any loss to or the taking of, the common elements of the condominium project if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00). The

Association may rely upon the information contained in the book entitled "Mortgages of Dwellings" as must be established pursuant to Article VI of the by-laws, for a list of mortgagees to be notified hereby.

IN WITNESS WHEREOF, the Developer has executed this amendment to Master Deed at Nashville, Davidson County, Tennessee, on the day and year first above written.

BRENTVIEW DEVELOPMENT COMPANY
FIRST AND MID-SOUTH MORTGAGE COMPANY

BY: Willie K. Davis
Willie K. Davis

PARTNER

BY: M.C. Dunn, Jr.
M.C. Dunn, Jr.

PARTNER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Clara Dee Toff, a Notary Public in and for said County and State, the within named Willie K. Davis, the bargainer, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in Nashville, Tennessee, this 20th day of September, 1974.

Clara Dee Toff
Notary Public

My Commission Expires: Nov. 8, 1977

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Clara Dee Toff, a Notary Public in and for said County and State, the within named M.C. Dunn, Jr., the bargainer, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in Nashville, Tennessee, this 20th day of September, 1974.

Clara Dee Toff
Notary Public

MY COMMISSION EXPIRES: Nov. 8, 1977

RECEIVED FOR RECORD THE 22nd day of Oct 19 74
at 10:00 o'clock AM Noted in Note Book 22 page
and Recorded in Book No. 2 Page 108 State Tax
Paid _____ Fee _____ Recording Fee 1.00 Total _____
Receipt No. _____ Witness my hand

Willie K. Davis Registrar