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FOXBOROUGH SQUARE HOMEOWNER'S ASSOCIATION

(SECTION II-A)

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FOURTH AMENDMENT TO MASTER DEED
AND BY-LAWS

This Fourth Amendment to the Master Deed and Bylaws, of the Foxborough Square Homeowners Association is made on this 11th day of December, 1994 by the undersigned Home Owners of Foxborough Square, wherein the parties made 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, wherein a horizontal property regime of the Foxborough Homeowners Association (Section II-A) was established.

WITNESSETH

WHEREAS, The Brentwood Development Company (herein called the Developer) has amended the Master Deed by Amendment dated September 20, 1974, of record in Book 233, page 197, in said Register's Office; and

WHEREAS, the Developer and Home Owners of Foxborough Square have amended the Master Deed by a Second Amendment, dated April 18, 1975, of record in Book 253, page 356, in said Register's Office; and

WHEREAS, the Home Owners of Foxborough Square have amended the Master Deed and By-Laws by a Third Amendment dated in Book 225, Page 352, said Register's Office; and

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WHEREAS, the Home Owners of Foxborough Square now desire to amend the Master Deed and accompanying By-Laws which begin at Book 211, page 906, in said Register's Office; and

WHEREAS, pursuant to Paragraph 15 of the Master Deed, and Article XI, Section I of the By-laws, the Master Deed and By-laws may be amended by Home Owners (hereinafter also referred to as Co-owners) representing sixty-seven per cent (67%) of the total of the then existing dwellings in the horizontal property regime; and

WHEREAS, the parties hereto are desirous of amending and modifying the aforesaid Master Deed and By-Laws.

NOW, THEREFORE, in consideration of the mutual promises herein contained and the affirmative vote of at least sixty-seven (67%) percent of the Co-owners of Foxborough Square, the parties agree to amend the Master Deed and By-Laws of the Foxborough Square Homeowners Association as follows:

1. Master Deed, Paragraph 2 is amended to add in line three, after the words (Section II-A) the phrase (hereinafter referred to as the Association).

2. Master Deed, Paragraph 7, the caption is amended to read:

7. DIMENSIONS AND MAINTENANCE OF DWELLINGS

3. Master Deed, Paragraph 7, is amended to add at the end of the existing paragraph:

"All maintenance and repair of the Dwelling shall be the sole responsibility of the Co-owner owning such unit and in no event shall the Association be liable for such maintenance, replacement and/or repair or the cost of such maintenance, replacement and/or repair. Each Co-owner shall also be responsible for the maintenance, replacement and/or repair to the heating and air conditioning system serving his/her Dwelling Unit."

4. Master Deed, Paragraph 9 (c) is amended to add commencing with line eight after the word "own" the phrase:

"the Limited Common Areas as hereinafter defined which include without limitation.....".

5. Master Deed, Paragraph 9 (j) is amended to add at the end of the existing sentence the following:

"For the purposes of this Master Deed and By-Laws, "Limited Common Areas" shall be a defined term describing common areas or facilities located within the bounds of each Dwelling or which serve only one unit or a restricted number of Dwellings, to the exclusion of the remaining Dwellings in Foxborough Square. The Limited Common Areas shall include exterior doors including the interior and exterior garage doors, decks, the interior of the garages serving individual dwelling units, terraces, storage areas, carports, all glass and screens within windows and doors within the perimeter walls of a Dwelling, all ducts and plumbing, electrical and other fixtures, heating and air conditioning systems and control devices, located within the bounds of a Dwelling or which serve only such unit, and all gas,

electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of a Dwelling or serving only such unit including all such utility or service lines, pipes, wires, or conduits running from a dwelling to the applicable utility meter. The Co-owner owning such Dwelling shall be solely responsible for the maintenance, replacement, and/or repair of such Limited Common Areas, subject to the authority of the Association to approve or disapprove the manner in the way in which the maintenance, replacement or repair is conducted."

6. Master Deed, Paragraph 16 (g), shall be amended by deleting the existing sentence and adding in its place:

"The right of the Association, as provided in its By-Laws, to suspend the enjoyment and voting rights of any Co-owner/member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of the published rules and regulations, and the right of the Association to bring a civil action against a Co-owner or file a lien against a Dwelling in the event a Co-owner has failed to pay any assessment when due and to recover from the Co-owner upon the entry of a judgment against the defaulting Co-owner its attorney's fees and court costs."

7. By-Laws, Article II, is amended to add subparagraph (n) which shall state as follows:

"Commencing a civil action in the Courts of Williamson County, Tennessee against a Co-owner or filing a lien against a Dwelling Unit in the event a Co-owner fails to pay common expenses and assessments when due or he/she otherwise defaults or fails to comply with his/her obligations as provided in Article II, Section 16 of these By-Laws." In no event shall such action be commenced against a Co-owner until the Co-owner has first been given thirty (30) days written notice by the Board of Managers or its agent in advance of his/her failure to pay common expenses or assessments or other default.

8. By-Laws, Article II, is amended to add subparagraph (c) which shall state as follows:

"Suspending of a Co-owner's voting privileges and other privileges as a member of the Association during such time as the Co-owner has failed to pay common charges and assessments as they become due or are otherwise in violation of the provisions of the Master Deed and By-Laws." In no event shall a Co-owner's privileges be suspended until the Co-owner has first been given thirty (30) days written notice by the Board of Managers, or its agent, in advance of his/her failure to pay common expenses or assessments or other default or violation.

9. By-Laws, Article V, Section 3 is amended to add at the end of the Section the following paragraph:

"Each Co-owner shall be responsible for obtaining liability and fire and extended casualty insurance covering that Co-owner's contents, the Dwelling Unit, and the Limited Common Elements except where otherwise specified in this Section and except in instances where the Co-owner has leased the Dwelling Unit to a tenant or tenants. Each Co-owner shall furnish written evidence of obtaining such insurance coverage within ninety (90) days after the request of the Board of Managers for proof of coverage. In the event any Co-owner fails to furnish proof of insurance within such period, the Association may, at its sole discretion, and upon thirty (30) days advance written notice to the affected Co-owners, obtain such coverage and charge the expense of such insurance as a common expense to said Co-owner. In the event the Association decides not to procure such insurance on the Dwelling Unit and the Co-owner fails to obtain such insurance, the Co-owner shall be solely responsible for any damage or liability arising from an incident of casualty or fire to such Dwelling Unit."

10. By-Laws, Article V, Section 10 (a), is amended to add in line ten after the word "report" the phrase "in writing" and after the word "Managers" add the phrase "or the President or

Secretary of the Association.

11. By-Laws, Article V, Section 10 (c) is amended to read as follows:

All maintenance, repairs, and replacements to any limited common elements identified on the plat of record or otherwise herein defined shall be made by and charged to the Co-owners of the Dwelling Units which abut such limited common elements or who are directly affected by such limited common elements, the cost of which shall be paid for by such affected co-owners. In the event the affected Co-owners fail to maintain, repair, or replace a portion of the limited common elements abutting or benefitting their Dwelling Unit and the Association deems it necessary that such maintenance, repair, or replacement occur, the Association may, at its sole discretion, complete such maintenance, repair, or replacement and charge it to the affected Co-owners as a common expense directly allocable to such Co-owners alone.

12. By-Laws, Article V, Section 10 (b), add the following sentence at the end of the existing sentence:

"In no event shall this provision be construed to mean that the Association or the Board of Managers shall pay for such repairs or maintenance out of any other funds than from those charged to and collected from the Co-owners."

13. By-Laws, Article V, Section 10 (c), add the following sentence at the end of the existing sentence:

"In no event shall this provision be construed to mean that the Association or Board of Managers shall pay for such repairs or maintenance out of any other funds than from those charged to and collected from the Co-owners."

14. By-Laws, Article V, Section 19, is hereby deleted in its entirety.

15. By-Laws, Article VII, Section 1 is hereby deleted in its entirety.

*Why wasn't this included above?
in the overhaul
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16. By-Laws, Article X, Section 8 is amended to add in line two after the word "dwelling" the following words "or Dwelling Unit".

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the day and date first above written.

CO-OWNER

ADDRESS

SEE ATTACHED SHEETS

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