



2nd Amendment to
Master Deed
8-15-2005

Tom Leatherwood
Shelby County Register

As evidenced by the instrument number shown below, this document
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08/15/2005 - 03:17 PM	
11 PGS : R - WARRANTY DEED	
CNRIS 036653-5131165	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	55.00
DP FEE	1.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	57.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

Prepared by and return to:
Robert L. Dinkelspiel
6000 Poplar Avenue, Suite 400
Memphis, TN 38119

**SECOND AMENDMENT TO THE MASTER DEED
FOR CHATHAM VILLAGE CONDOMINIUMS**

THIS SECOND AMENDMENT to the Master Deed for Chatham Village Condominiums made as of the 13th day of October, 2004.

WITNESSETH:

WHEREAS, a Master Deed for Chatham Village Condominiums was filed of record in the Shelby County Register's Office on September 5, 1979, under Instrument No. P7 0660 (the "Master Deed"); and

WHEREAS, said Master Deed was amended by First Amendment dated September 25, 1979, and recorded as Instrument No. P8 0094 in said Register's Office; and

WHEREAS, the undersigned desire to amend the Master Deed, as previously amended, and as more particularly set out below; and

WHEREAS, the Board of Directors Chatham Village Homeowners Association, Inc., a Tennessee not for profit corporation, has unanimously approved the amendments as set forth herein; and

WHEREAS, at a duly called meeting, at least sixty-seven percent (67%) of the Unit Owners of Chatham Village Condominiums have, in accordance with the provisions of the Master Deed and By-Laws, approved the Amendment set forth herein.

NOW, THEREFORE, the Master Deed for Chatham Village Condominiums, as heretofore amended, is further amended as follows:

1. Article 18, Paragraphs A through G and Paragraph J are deleted in their entirety and the following substituted in lieu thereof:

ARTICLE 18.

- A. **PROHIBITION AGAINST LEASING.** Notwithstanding anything to the contrary herein stated, any person (including any individual or business entity permitted by Tennessee law to hold title to real estate) who becomes an owner of a unit after the date of recordation of this Amendment is prohibited from leasing that unit or any portion thereof. Notwithstanding the foregoing, in the event that a Unit Owner, due to medical or health reasons, or for any other good cause, desires to lease a unit or any part thereof, such Unit Owner shall make application to the Board of Directors which may, by a majority vote, grant to such Unit Owner an exception to the prohibition against leasing set forth in this Article upon such conditions and under such circumstances as the Board of Directors, in its sole discretion, may deem proper or necessary. The Board shall provide written approval or disapproval to any Unit Owner who makes application for an exception to the prohibition against leasing under this Article. It is the express intent of this Article that the prohibition against leasing shall apply only to persons who obtain title to their unit subsequent to the date of recordation of this Amendment. Further, the prohibition contained herein shall not apply to holders of a mortgage or deed of trust who obtain title to a unit pursuant to foreclosure of such

mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure. The prohibition against leasing herein contained shall also not apply to: a) individual persons who acquire title to a unit by devise, inheritance or operation of law from a Unit Owner who is a Unit Owner on the date of recordation of this Amendment in the Register's Office of Shelby County, Tennessee; or b) to any spouse, child, parent or sibling of a Unit Owner who acquires title by intervivos conveyance from a Unit Owner who is a Unit Owner on the date of recordation of this Amendment. In the event of any inconsistencies or contradictory language between this Article 18A. and any other provisions of the Master Deed or By-Laws, then the provisions of this Article 18A. shall control.

Article 18 H. and I. are redesignated as Article 18 B. and C.

2. By her signature below, the Secretary certifies that a copy of this Amendment was sent to all lienholders of record by certified mail.

3. All other terms, conditions and contents of the Master Deed and By-Laws, as heretofore amended, except as amended above, shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to the Master Deed and By-Laws was executed by the duly authorized officers of Chatham Village Homeowners Association, Inc., a Tennessee not-for-profit corporation as of the day and date first above written.

CHATHAM VILLAGE HOMEOWNERS
ASSOCIATION, INC.

By: Iva McCutchen
Iva McCutchen, President

By: Jane Munn
Jane Munn, Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county aforesaid, personally appeared the Iva McCutchen and Jane Munn, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the President and Secretary of Chatham Village Homeowners Association, Inc., the within named bargainor, a Tennessee not-for-profit corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as such President and Secretary.

WITNESS my hand and seal at office, this 5th day of May, 2005.

[Signature]
NOTARY PUBLIC

My Commission Expires:

5-17-05

