




Tom Leatherwood

Shelby County Register

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08/18/2009 - 03:15 PM	
5 PGS	
CHRIS	677566-9098803
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	27.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

PREPARED BY AND RETURN TO:

Robert L. Dinkelspiel, Attorney
Apperson, Crump & Maxwell, PLC
6000 Poplar Avenue, Suite 400
Memphis, TN 38119

SECOND AMENDMENT TO RESTATED MASTER DEED
FOR HORIZONTAL PROPERTY REGIME
HOBBIT'S GLEN CONDOMINIUMS

This Second Amendment to the Restated Master Deed for Horizontal Property Regime
Hobbit's Glen Condominiums made this 21 day of ~~MARCH~~ ^{February} ~~2005~~ ^(S) ~~2009~~

WITNESSETH:

WHEREAS, a Master Deed Establishing a Horizontal Property Regime known as The
Downs Condominiums was filed of record in the Register's Office of Shelby County, Tennessee on
September 26, 1973, as Instrument No. J1 6358 (hereafter "Master Deed"); and

WHEREAS, said Master Deed was amended by an Amendment to Master Deed filed of
record in said Register's Office on November 8, 1973, as Instrument No. J2 5157; and

WHEREAS, said Master Deed was amended by Second Amendment to Master Deed filed
of record in said Register's Office on July 21, 1975, as Instrument No. K5 4024 which, inter alia,
changed the name of the condominium project from The Downs to Hobbit's Glen Condominiums;
and

WHEREAS, a Restated Master Deed for Horizontal Property Regime Hobbit's Glen
Condominiums was recorded in said Register's Office on February 13, 1976, as Instrument No. K9
6166 (hereafter "Restated Master Deed"); and

WHEREAS, said Restated Master Deed was amended by Amendment to Restated Master Deed filed of record in said Register's Office on May 4, 1977, as Instrument No. M1 7858; and

WHEREAS, a Restated Master Deed for Horizontal Property Regime Hobbit's Glen Condominiums was recorded in said Register's Office on May 26, 1982, as Instrument No. T3 4256; and

WHEREAS, an Amendment to Restated Master Deed for Horizontal Property Regime Hobbit's Glen Condominiums was recorded in said Register's Office on December 29, 1993, as Instrument No. EB 6382; and

WHEREAS, a Correction to Amendment to Restated Master Deed for Horizontal Property Regime Hobbit's Glen Condominiums was recorded in said Register's Office on August 10, 1994, as Instrument No. EP 0421; 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 of Hobbit's Glen Condominium Association, 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 Council of Co-Owners of Hobbit's Glen Condominiums have, in accordance with the provisions of the Restated Master Deed and By-Laws, approved the Amendment set forth herein.

NOW, THEREFORE, the Restated Master Deed for Hobbit's Glen Condominiums, as heretofore amended, is further amended as follows:

1. Article VI, Section 3 of the Master Deed, to-wit:

No condominium unit within the project shall be rented for transient or hotel purposes or in any event for any period less than six (6) months. No portion of any condominium unit other than the entire unit shall be leased for any period. Any lease or sublease of a unit shall provide that the maximum number of persons who may occupy a leased unit as a residence is twice the number of bedrooms in that unit. Provision in this subsection shall not apply to any mortgagee of any condominium unit who comes into possession of the unit as a result of foreclosure sale or other judicial sale or as a result of any proceeding in lieu of foreclosure.

is hereby deleted.

2. There is added a new Article XXIV, as follows:

ARTICLE XXIV.

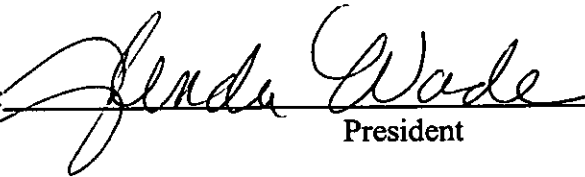
PROHIBITION AGAINST LEASING. Notwithstanding anything to the contrary herein stated, any person (including any individual or business entity permitted by Tennessee law to hold title to real estate) who becomes an owner of a unit after the date of recordation of this Amendment is prohibited from leasing that unit or any portion thereof. Notwithstanding the foregoing, in the event that a Co-Owner, due to medical or health reasons, or for any other good cause, desires to lease a unit or any part thereof, such Co-Owner shall make application to the Board of Directors which may, by a majority vote, grant to such Co-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 Co-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 Co-Owner who is a Co-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 Co-Owner who acquires title by intervivos conveyance from a Co-Owner who is a Co-Owner on the date of recordation of this Amendment. In the event of any inconsistencies or contradictory language between this Article XXIV and any other provisions of the Master Deed or By-Laws, then the provisions of this Article XXIV shall control.

2. Article IV, Section 2 of the By-Laws attached as Exhibit B to the Master Deed is amended in the second line thereof by changing "1st Monday of March of each year at the hour of 7:30 p.m." to "3rd Sunday of March of each year at the hour of 4:00 p.m. or at such other time as the Board of Directors, in its discretion, may determine."

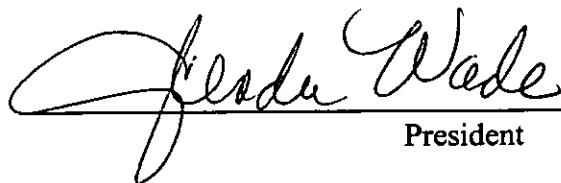
IN WITNESS WHEREOF, this Second Amendment to Restated Master Deed was executed by the duly authorized officers of Hobbit's Glen Condominium Association as of the day and year first above written.

HOBBIT'S GLEN CONDOMINIUM ASSOCIATION

By: 
President

By: 
Secretary

The undersigned, Glenda Wade, President of the Association does hereby certify that the Amendment to the Master Deed, Plat of Plans, By-Laws, Charter or other documents contained herein were adopted by the affirmative vote of the record owners of sixty-seven percent (67%) of the total condominium units voting in person or by proxy at a meeting of the Association held on March 20, 2005, in accordance with the By-Laws of the Association.


President

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, a Notary Public of the state and county aforesaid, personally appeared the Jonda Wade and _____, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the President and Secretary of Hobbit's Glen Association, the within named bargainer, 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 20 day of February 2009.

Emily Clanton

NOTARY PUBLIC

My Commission Expires:

~~MY COMMISSION EXPIRES~~
August 25, 2009

