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This Instrument Prepared By:
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211 3rd Avenue, North
Nashville, TN 37201

# THIRD AMENDMENT TO THE MASTER DEED FOR THE SHARONWOOD HOMEOWNERS ASSOCIATION

This Third Amendment to the Master Deed for The Sharonwood Homeowners= Association is made and entered into on the 2 day of April, 2008.

**WITNESSETH:**

**WHEREAS**, the Developer executed a Master Deed dated January 30, 1987, wherein certain property shown on plat of record in Book 6200, Page 561, Register=s Office for Davidson County, Tennessee, was submitted to a Horizontal Property Regime in Book 7124, Page 177, together with certain By-Laws for The Sharonwood Homeowners= Association (AAssociation@) being recorded in Book 7124, Page 207, in said Register=s Office; and

**WHEREAS**, the First Amendment to the Master Deed for the Association was executed by the developer on June 19, 1987, and recorded in Book 7274, Page 163 of said Register=s Office (the Master Deed and First Amendment shall hereafter be referred to as the AMaster Deed@); and

**WHEREAS**, the Association has been formed as contemplated by the Master Deed, is composed of all of the Unit Owners and is the governing body for the Property; and

**WHEREAS**, the Second Amendment to the Master Deed for the Association was approved by the requisite number of Unit Owners required by Section 21 of the Master Deed, certified by the secretary of the Association on January 10, 2005, and recorded as Instrument Number 20050110-0003514; and

**WHEREAS**, the requisite number of Unit Owners required by Section 21 of the Master Deed have determined it is in the best interest of the development to provide for certain restrictions on the leasing of Units by the Unit Owners and all lien holders of record have been notified of the Amendment as required by the Master Deed;

**NOW, WHEREFORE**, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secretary of the Association, being empowered so to do, hereby certifies that the following Amendments have been approved and the Secretary certifies this Amendment Number Two to the Master Deed as follows:

1. **Amendment.** Section 18 subsection A, B and C of the Master Deed are hereby deleted in their entirety and the following is substituted in their place:

18. Transfer of a Unit, Restriction on Leases, Notice to Association.

A. Unrestricted Transfers. A Unit Owner may, without restriction under this Master Deed, sell, give devise, convey or otherwise transfer his Unit, or any interest therein, to any person, upon the notice provided for in Subsection 18.C. hereof.

B. Restriction on Leases, Limitation on Number and Term of Lease.

1. Limitation on Number and Term of Lease. No Unit, or interest therein, shall be leased by a Unit Owner for a term of more than two (2) years, including any renewal term. The Owner of more than one Unit may not lease more than one Unit at any given time. In addition, a Unit Owner may not lease their unit for more than two out of every three calendar years.

2. Notice of Lease and Lease Requirements. A copy of every such lease, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations, under the Master Deed and By-Laws, of the Unit Owner making such lease and the lease shall expressly so provide. The Unit Owner making such leases shall not be relieved thereby from any of said obligations. The Board shall be a third party beneficiary of any such Lease and shall have the power to enforce its terms and conditions for the Association=s benefit. The Board may establish a standard lease form, the terms of which shall be a prerequisite to the leasing of any Unit and shall be used exclusively by all Unit Owners.

C. Notice to Association of Certain Transfers. Whenever a Unit Owner shall propose to sell, give, devise, or otherwise transfer his Unit, or any interest therein, to any person or entity said Unit Owner shall give the Association prior written notice of the proposed transfer, which notice shall briefly describe the Unit Owner and shall state the name and address of the proposed transferee. The notice shall also include a copy of the proposed contract for sale or other documents, if any effecting said transfer. The Board shall be furnished a photocopy of the final executed and recorded deed and/or deed of trust.

2. **Effective Time.** This Amendment shall be effective on the date it is recorded in the Register=s Office for Davidson County, Tennessee and shall apply to all leases by Unit Owners entered into after the recordation of this Amendment. This Amendment shall not apply to Owners who currently have more than one Unit leased as of the date of such recordation or who have heretofore continuously leased their units, but shall apply in the event such Unit

Owners subsequently sell or convey their units.

3. **Ratification.** All other provisions of the Master Deed not changed, modified or amended by the provisions of this Amendment are hereby ratified and affirmed.

4. **Definitions.** Unless defined herein, all terms shall have the meaning given to them under the Master Deed.

5. **Certification.** The secretary of the Association certifies that an instrument in writing setting forth the terms of this Amendment has been signed by Unit Owners owing not less than sixty seven percent (67%) of the total ownership of Common Elements and acknowledges that all lien holders of record have been notified by certified mail of the terms of this Amendment.

**IN WITNESS WHEREOF**, the secretary of The Sharonwood Homeowners= Association has caused this Amendment to the Master Deed to be duly executed as of the day and year first above written.

The Sharonwood Homeowners= Association

By: Judith A. Ireson
President

**STATE OF TENNESSEE )**
**COUNTY OF DAVIDSON )**

Before me, Stephanie Anderson, a Notary Public, in and for the County and State aforesaid, personally appeared before me, Judith Ireson, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), whom upon oath acknowledged himself/herself to be the President of The Sharonwood Homeowners= Association, a not-for-profit Tennessee Corporation, the within named bargainor, who further acknowledged that he/she executed the within named instrument for the purposes contained therein by signing as President of the corporation.

Witness my hand and seal this 2nd day of April, 2008.

STEPHANIE ANDERSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Stephanie Anderson
Notary Public

My Commission Expires: July 5, 2011

By: _____
Secretary/Treasurer

**STATE OF TENNESSEE )**
**COUNTY OF DAVIDSON )**

Before me, Stephanie Anderson, Notary Public, in and for the County and State aforesaid, personally appeared before me, Murray Smith, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), whom upon oath acknowledged himself/herself to be the Secretary/Treasurer of The Sharonwood Homeowners= Association, a not-for-profit Tennessee Corporation, the within named bargainor, who further acknowledged that he/she executed the within named instrument for the purposes contained therein by signing as Secretary/Treasurer of the corporation.

Witness my hand and seal this 2 day of April, 2008.

Stephanie Anderson
Notary Public

My Commission Expires:

STEPHANIE ANDERSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires July 5, 2011