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AMENDMENT TO MASTER DEED AND BY-LAWS  
FOR BRECKENRIDGE CONDOMINIUM

BOOK 7020 PAGE 848

This Amendment to the Master Deed, dated this 6th day of October is made and entered into by JOHN HULEN and STEVE HULEN, Developers, as authorized by the original Master Deed and By-Laws;

W I T N E S S E T H :

WHEREAS, Developers have recorded a Master Deed and By-Laws for Breckenridge Condominium, of record in Book 6808, page 45, Register's Office for Davidson County, Tennessee and desire to amend such document so as to have it conform and better serve the needs of the regime,

NOW THEREFORE, in consideration of the premises, the following amendments are hereby made:

1. Article 10, paragraph (C), relating to the Board of Directors, is hereby amended by deleting the number "9" persons from said paragraph and substituting in lieu thereof "not less than three nor more than five".

2. Article 10, paragraph (D), relating to voting after the turnover date, is hereby amended by deleting the term of the Board of Directors to serve for a term of one (1) year and substituting in lieu thereof "three years".

3. Article 10, paragraph (E), relating to Board Meetings is hereby deleted in full and the following paragraph substituted in lieu thereof:

"A regular annual meeting of the Board shall be held immediately after at which time officers shall be elected, and at the same place as the annual meeting of the Homeowners Association. Other meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may from time to time adopt."

II. The Article 10, paragraph (G), sub-paragraph (iv), sub-paragraph (h), relating to turnover date, is hereby amended by changing the caption of such paragraph to read as follows:

"( ~~35~~ 36 ) Turnover date and time of meeting for the annual meeting of the Homeowners Association".

56785

IDENTIFICATION REFERENCE

OCT 27 1 17 PM '85

FELIX Z WILSON II REC'D  
DAVIDSON COUNTY

# Breckenridge Condominiums

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c/o HOME MANAGEMENT CO.  
2033 RICHARD JONES ROAD  
NASHVILLE, TENNESSEE 37215

## SCHEDULE A

### RULES AND REGULATIONS FOR BRECKENRIDGE CONDOMINIUMS I NASHVILLE, DAVIDSON COUNTY, TENNESSEE

ONE. The sidewalks, entrances, common parking and drives and courts of the various buildings shall not be obstructed or used for any other purpose than ingress to and egress from the apartment units in the buildings.

TWO. Nothing shall be hung or shaken from the doors, windows, or terraces, or placed upon the window sills of the buildings without the written consent of the Board of Managers, or managing agent, or the manager.

THREE. Children shall not play in any of the exterior landscaped areas, except those designated by the Board of Managers or the managing agent, or the manager.

FOUR. No exterior of any building shall be decorated or furnished by any apartment unit owner in any manner.

FIVE. Each apartment owner shall keep his apartment unit, his designated storage space and any terrace to which he has sole access in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, or terraces thereof, any dirt or other substance.

SIX. No awning or radio or television aerial shall be attached to or hung from the exterior of the building or terraces, and no sign, notice, advertisement or illumination shall be inscribed

or exposed on or at any window or other part of any of the buildings, except such as shall have been approved in writing by the Board of Managers or the managing agent or the manager, which approval may be granted or refused in the sole discretion of the Board of Managers or the managing agent or the manager; nor shall anything be projected from any window or any of the buildings without similar approval, however, approval shall not be withheld of normal TV antennas which are attached to a roof.

SEVEN. Refuse from the apartment units shall be placed in containers in such places and at such times and in such manner as the Board of Managers or the managing agent or the manager may direct.

EIGHT. Toilets, drains, disposals and other water apparatus in any building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, or other article be thrown into the same. Any damage resulting from misuse of any of the same or other water apparatus in an apartment unit shall be repaired and paid for by the owner of such apartment unit.

NINE. No occupant of any building shall send an employee of the Board of Managers or of the managing agent out of any building on any private business.

TEN. The agents of the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent or the manager, may enter any room or apartment unit in any building at any reasonable hour of the day for the purpose of inspecting such apartment unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

ELEVEN. No vehicle belonging to an apartment owner or to a member of the family or guest, tenant or employee of an apartment owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from any building by another vehicle. Residents shall park in the two assigned, designated parking spaces for each unit. Any additional vehicles must be arranged for elsewhere, unless it is with prior approval of the Board of Managers. Guest parking spaces are reserved for that purpose and shall not be used as additional parking spaces by any resident.

TWELVE. Complaints regarding the service of the building shall be made in writing to the Board of Managers or to the managing agent or to the manager.

THIRTEEN. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

FOURTEEN. Apartment owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their apartment units.

FIFTEEN. No terrace or carport shall be enclosed, decorated, landscaped, or covered by any awning or otherwise without the consent in writing of the Board of Managers or the managing agent or the manager.

SIXTEEN. The Board of Managers reserves the right to make such other rules and regulations from time to time as may be deemed needful for the safety, care, and cleanliness of the Condominium, and for securing the comfort and conveniences of co-owners and/or tenants, including, but not limited to, the rules and regulations concerning the use of the swimming pool, children's playground, picnic area, garden areas and common drives and parking areas, and said rules and regulations shall be considered a part of the Bylaws.

SEVENTEEN. No unit owner or resident shall allow any camper, boat, recreational vehicle, unlicensed vehicle, bus, trailer, commercial vehicle, or other similar vehicle owned by him, or placed in his care and responsibility by a guest, visitor, or other person, to be parked within the driveways and guest parking areas of Breckenridge Condominiums Phase I, (except that commercial vehicles which have no more than four wheels and which are used on a regular basis are permitted). Vehicles parked in violation of this rule will be towed, at owner's expense, when owners fail to move vehicles or equipment within 48 hours after written notice.

EIGHTEEN. Common storage: All personal belongings are to be in designated storage area, not to be placed in common areas (bikes, furniture, etc.).

NINETEEN. The violation of any of these Rules and Regulations by any co-owner shall result in the managing agent or manager having the right and option to enter upon such co-owner's apartment or limited common element or to remove or change any condition causing or resulting in such violation and to correct such violation. Any such entry, removal or change shall be deemed to be with the consent of such co-owners or the party in possession thereof, and such managing agent or manager, or the Board of Managers shall not be liable for trespass, conversion or any action upon any such entry, removal or change, made upon reasonable cause that such a violation existed.

Article 10, paragraph (8)(iv)(i) , relating  
to Time and place for Board Meetings is hereby amended to read as  
follows:

"All meetings of the Board of Directors shall take place at a time agreeable to such Board in some section of the property designated by the person or persons calling a special meeting, or at such other reasonable place and time designated by the Board. Written notice of the holding of any regular or special meeting of the Board of Directors shall state the date, hour and place of such meeting and shall be sent by mail or delivered in person to the members of the Board at least five (5) days prior to the date of such meeting. A majority of the Board of Directors shall constitute a quorum at all such meetings."

Article 10, paragraph (g), sub-paragraph(iv)(n) relating to Budget is hereby deleted in its entirety and in lieu thereof the following paragraph is substituted:

"Each year, at a time agreeable to the Board of Directors, but at least annually, the Board shall estimate the annual budget of common expenses including the total amount required for the cost of maintenance, pool, grounds, insurance, supplies, salaries if any, and any other expenses which were required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements and shall notify each unit owner in writing as to the amount of such estimate with reasonable itemization thereof. Said annual budget shall be assessed in the same proportion as the ownership as stated in the Master Deed. All sums so assessed shall be deemed to be common expenses. Immediately following the rendering of the budget, each unit owner shall be obligated to pay to the Board as it may direct, one-twelfth of the assessment made pursuant to this paragraph in the form of a maintenance fee."

"The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements to the common elements and those limited common elements which the Association may be obligated to maintain. The fund is maintained out of regular assessments for common expenses."

"Extra ordinary expenditures, not originally included in the annual budget which may become necessary during the year shall be charged first against the reserve account. If such account shall prove inadequate for any reason, the Board may at any time levy a further assessment, which shall be assessed to the unit owners in accordance with the percentages of ownership. The Board shall serve notice of such further assessment on all unit owners in writing giving the amount and reasons therefore, governing the actions of the Board, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly amount. The Board shall collect all such



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DAVIDSON COUNTY, TENN.

# Breckenridge Condominiums

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c/o HOME MANAGEMENT CO.  
2033 RICHARD JONES ROAD  
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SEVEN. Refuse from the apartment units shall be placed in containers in such places and at such times and in such manner as the Board of Managers or the managing agent or the manager may direct.

EIGHT. Toilets, drains, disposals and other water apparatus in any building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, or other article be thrown into the same. Any damage resulting from misuse of any of the same or other water apparatus in an apartment unit shall be repaired and paid for by the owner of such apartment unit.

NINE. No occupant of any building shall send an employee of the Board of Managers or of the managing agent out of any building on any private business.

TEN. The agents of the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent or the manager, may enter any room or apartment unit in any building at any reasonable hour of the day for the purpose of inspecting such apartment unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

ELEVEN. No vehicle belonging to an apartment owner or to a member of the family or guest, tenant or employee of an apartment owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from any building by another vehicle. Residents shall park in the two assigned, designated parking spaces for each unit. Any additional vehicles must be arranged for elsewhere, unless it is with prior approval of the Board of Managers. Guest parking spaces are reserved for that purpose and shall not be used as additional parking spaces by any resident.

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Article 10, paragraph (g)(iv)(1) , relating  
to Time and Place for Board Meetings is hereby amended to read as  
follows:

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Article 10, paragraph (g), sub-paragraph(iv)(n) relating to Budget is hereby deleted in its entirety and in lieu thereof the following paragraph is substituted:

"Each year, at a time agreeable to the Board of Directors, but at least annually, the Board shall estimate the annual budget of common expenses including the total amount required for the cost of maintenance, pool, grounds, insurance, supplies, salaries if any, and any other expenses which were required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements and shall notify each unit owner in writing as to the amount of such estimate with reasonable itemization thereof. Said annual budget shall be assessed in the same proportion as the ownership as stated in the Master Deed. All sums so assessed shall be deemed to be common expenses. Immediately following the rendering of the budget, each unit owner shall be obligated to pay to the Board as it may direct, one-twelfth of the assessment made pursuant to this paragraph in the form of a maintenance fee."

"The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements to the common elements and those limited common elements which the Association may be obligated to maintain. The fund is maintained out of regular assessments for common expenses."

"Extra ordinary expenditures, not originally included in the annual budget which may become necessary during the year shall be charged first against the reserve account. If such account shall prove inadequate for any reason, the Board may at any time levy a further assessment, which shall be assessed to the unit owners in accordance with the percentages of ownership. The Board shall serve notice of such further assessment on all unit owners in writing giving the amount and reasons therefore, governing the actions of the Board, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly amount. The Board shall collect all such

assessments and any other assessments herein provided for."

"A working capital fund is required for the initial months of the project's operation equal to at least two (2) months assessment for each unit. The purpose of the fund is to insure that the Association Board will have cash available to meet unforeseen expenses or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into this fund are not to be considered as advance payments of the regular monthly assessments and are not refundable. The Board shall have the authority to levy a late fee in the amount of \$15.00 or any other fee that it may deem appropriate for the late payment of any maintenance fee.

6. Article 10, (g)(iv)(q) relating to Rules and Regulations is hereby amended by deleting the following language from such paragraph:

"but such adoption or amendment must be with the approval of two-thirds of the unit owners, "

7. The entire Master Deed is amended by deleting the name "Hickory Bay TOWERS" wherever it may appear and substitution in lieu thereof the name "Breckenridge Condominium", and by defining the Board of Directors as being one and the same as the "Board of Managers" wherever those terms are used to remove any inconsistency between the charter, Master Deed and By-Laws.

In witness whereof, this document is entered into on the day and date first above written.

BRECKENRIDGE CONDOMINIUM

BY: John Hulen  
John Hulen, Partner

BY: Steve Hulen  
Steve Hulen, Partner

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Before me, Janet S. Davis, a Notary Public in and for said State and County aforesaid, personally appeared JOHN HULEN and STEVE HULEN, to be the Partners of BRECKENRIDGE CONDOMINIUM, the within named bargainor, and that they such Partners being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said JOHN HULEN and STEVE HULEN as such Partners.

Witness my hand and official seal at Nashville, Tennessee, this 6th day of October, 1986.

Janet S. Davis  
NOTARY PUBLIC

My Commission Expires: 1-10-89

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BOOK 7020 PAGE 84

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"Extra ordinary expenditures, not originally included in the annual budget which may become necessary during the year shall be charged first against the reserve account. If such account shall prove inadequate for any reason, the Board may at any time levy a further assessment, which shall be assessed to the unit owners in accordance with the percentages of ownership. The Board shall serve notice of such further assessment on all unit owners in writing giving the amount and reasons therefore, governing the actions of the Board, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly amount. The Board shall collect all such

assessments and any other assessments herein provided for."

"A working capital fund is required for the initial months of the project's operation equal to at least two (2) months assessment for each unit. The purpose of the fund is to insure that the Association Board will have cash available to meet unforeseen expenses or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into this fund are not to be considered as advance payments of the regular monthly assessments and are not refundable. The Board shall have the authority to levy a late fee in the amount of \$15.00 or any other fee that it may deem appropriate for the late payment of any maintenance fee.

6. Article 10, (g)(iv)(q) relating to Rules and Regulations is hereby amended by deleting the following language from such paragraph:

"but such adoption or amendment must be with the approval of two-thirds of the unit owners, "

7. The entire Master Deed is amended by deleting the name "Hickory Bay TOWERS" wherever it may appear and substitution in lieu thereof the name "Breckenridge Condominium", and by defining the Board of Directors as being one and the same as the "Board of Managers" wherever those terms are used to remove any inconsistency between the charter, Master Deed and By-Laws.

In witness whereof, this document is entered into on the day and date first above written.

BRECKENRIDGE CONDOMINIUM

BY: John Hulen  
John Hulen, Partner

BY: Steve Hulen  
Steve Hulen, Partner

STATE OF TENNESSEE )  
  )  
COUNTY OF DAVIDSON )

Before me, Jamet S. Davis, a Notary Public in and for said State and County aforesaid, personally appeared JOHN HULEN and STEVE HULEN, to be the Partners of BRECKENRIDGE CONDOMINIUM, the within named bargainor, and that they such Partners being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said JOHN HULEN and STEVE HULEN as such Partners.

Witness my hand and official seal at Nashville, Tennessee, this 6th day of October, 1986.

Jamet S. Davis  
NOTARY PUBLIC

My Commission Expires: 1-10-89