



Tom Leatherwood
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FRED	1289545 - 15005155
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VALUE	0.00
<hr/>	
MORTGAGE TAX	0.00
<hr/>	
TRANSFER TAX	0.00
<hr/>	
RECORDING FEE	20.00
<hr/>	
DP FEE	2.00
<hr/>	
REGISTER'S FEE	0.00
<hr/>	
WALK THRU FEE	0.00
<hr/>	
TOTAL AMOUNT	22.00
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TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

SEVENTH AMENDMENT TO THE MASTER DEED
AND
AMENDMENT TO THE BY-LAWS
FOR
THE LYNTON SQUARE CONDOMINIUM ASSOCIATION

- I) The members of The Lynton Square Condominium Association, a condominium owner's association, hereby record the following amendment to the Master Deed and to the By-Laws of the Association, both of record at K6-5650, as previously amended at Instrument Numbers L4-8438, L8-1726, 03057818, 11067849, 14023624, and 15005154. This Seventh Amendment to the Master Deed and Amendment of the By-Laws, having been validly approved by the members by the procedures in effect for amending the Master Deed and By-Laws, shall take effect at the time of recordation with the Shelby County Register of Deeds.
- II) The Amendment of the Master Deed and the Amendment of the By-Laws were each validly proposed and adopted at a duly called and noticed meeting of the members, on Tues day, December 16, 2014, and approved by a certified quorum of at least two-thirds (2/3, or 66.67%) of the votes certified as cast at such meeting, including any votes cast by subsequent ratification. The number of votes approving each amendment equalled or exceeded twenty percent (20%) of the total number of units in The Lynton Square Condominium Association. A majority of the Board of Directors voted in favor of each Amendment. The undersigned officers certify that each Amendment was adopted in accordance with the respective amending provisions of the Master Deed and By-Laws.
- III) The Master Deed and By-Laws are amended to change add an additional remedy for enforcement of the obligation of each unit owner to pay maintenance fees and assessments.
- A. Article XIII, section 4 of the Master Deed is amended as follows:
- (1) The first sentence of Section 4 is modified to by making that first sentence an introductory clause and adding "as follows:" after the word enforced, adding a paragraph break after the colon. The remainder of Section 4 is redesignated as Section 4, Paragraph (a).
 - (2) A new Section 4, Paragraph (b), is added. Subparagraph (1) of such Paragraph (b) shall read:
by foreclosure through exercise of power of sale in compliance with the provisions of the association's lien may be foreclosed in like manner as a deed of trust with power of sale under title 35, chapter 5, part 1 of the Tennessee Code Annotated; or any successor or replacement statute or provision of the Code providing a comparable remedy, provided, that the association shall, prior to the first publication of notice required by title 35, chapter 5, part 1, comply with said part by giving notice of its action to the unit owner and to each lienholder of record on the unit to be foreclosed. This remedy shall apply notwithstanding any other provision of this Master Deed or any of the By-Laws of the Association;

Subparagraph (2) of such Paragraph (b) shall read:

All fees and expenses of this foreclosure, including but not limited to costs, expenses, attorney's fees, successor trustee fees, recording fees, publication expenses, shall be a lien against the unit and enforceable in like manner as the delinquent periodic assessment against such unit.

(3) A new Paragraph (c) is added and shall read:

By the adoption of this amendment, the members of the Lynton Square Condominium do by hereby bargain, sell, convey and confirm unto the said Lynton Square Condominium Association, as Trustee TO HAVE AND TO HOLD, all real estate and in particular each unit thereof as described in the Master Deed as amended, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said Association, its successors and assigns, in fee simple forever, but solely as Trustee, and the said members do hereby covenant with the said Trustee, its successors and assigns, that they are lawfully seized in fee of the aforescribed real estate; that they have a good right to sell and convey the same, provided only that there is excepted from the said title any mortgage the priority of which mortgage or deed of trust over the lien of the maintenance fees and assessments owed the Association is prescribed by the Master Deed, as amended, and further provided that if all such maintenance fees, assessments, costs, expenses, attorney's fees, successor trustee fees and other costs prescribed by the Master Deed as amended are paid in full, than such title shall release its lien and its title shall be naught. Said trustee shall, if the unit owner's account is delinquent, be empowered to enforce the lien of the association for all amounts owed to it hereunder, and shall exercise the power of sale as permitted by this amended Master to to enforce the lien of unpaid or delinquent assessments under the Master Deed.

B. Article III, Section 6 of the By-Laws is hereby amended to add the following Paragraph (o):

(o) Enforcement of the lien of unpaid or delinquent assessments by exercise of the power of sale as provided by Amended Article XIII Section 4, Paragraph (b) of the Master Deed.

(1) The Board shall approve exercise of the power of sale by the vote of a majority of the board either:

(i) at any properly called meeting, or

(ii) by execution of the consent of the members. Such consent may be expressed by a physical signature on paper, or by any electronic transmission that complies with the Tennessee Electronic Transactions Act.

(2) The meeting minutes or the written consent, as applicable, shall name the officer or board member authorized to execute all documents and instruments related to the exercise of the power of sale; and shall designate an attorney to act as successor trustee to enforce the rights of the Association.

(3) The Board shall initiate exercise of the power of sale only if the Property Manager certifies that the total account delinquency exceeds six months of maintenance fees.

IV) Each of these Amendments to the Master Deed and By-Laws is hereby certified as having been proposed by the members of the Board of the Association, by a vote of 5 board members for and 0 board members against, said vote being conducted on Tuesday, the 18th day of November, 2014.

V) Each of these Amendments to the Master Deed and By-Laws is hereby certified as having been ratified and adopted at a duly called meeting of the members of the Association, conducted on Tuesday, the 16th day of December, 2014.

A quorum being established, the vote at the above meeting on the Amendments was certified as being 16 in favor and 3 in opposition.

Edward T Ordman

Chairman of the Board of Directors

Rita Richardson

Secretary of the Board of Directors

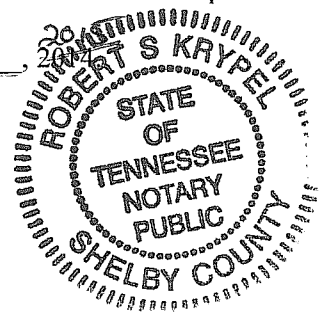
STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned State of Tennessee Notary Public, Edward T Ordman, Chairman and Rita Richardson Secretary, the within named persons, with each of whom I am personally acquainted, (or who each proved to me on satisfactory evidence) and who each acknowledged that each of them, on behalf of the corporation and being duly authorized so to do, executed the within instrument as the free act and deed of the Corporation for the purposes therein contained.

WITNESS my hand and seal, this 8th day of January, 2014.

Robert S Krypel

State of Tennessee Notary Public
My Commission Expires: November 13, 2016
STATE OF TENNESSEE)
COUNTY OF SHELBY)

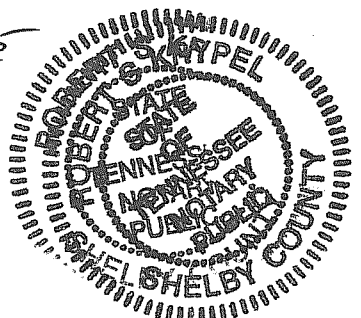


Personally appeared before me, the undersigned State of Tennessee Notary Public, Edward T Ordman, Chairman and Rita Richardson Secretary, the within named persons, with each of whom I am personally acquainted, (or who each proved to me on satisfactory evidence) and who each acknowledged that each of them executed this record of the actions of the members of The Lynton Square Condominium Association, Inc for the purposes of amending the Master Deed of the Association, and that the records of such action are true and correct and have been set down in the records of the corporation.

WITNESS my hand and seal, this 8th day of January, 2014.

Robert S Krypel

State of Tennessee Notary Public
My Commission Expires: November 13, 2016



ELECTRONIC FILING CERTIFICATION

I, Gregory C. Krog, Jr., do hereby make oath that I am a licensed attorney and/or the custodian of the paper version of the electronic record, the Seventh Amendment of the Master Deed and Amendment to the By-Laws for The Lynton Square Condominium Association, tendered for registration herewith and that this is a true and correct copy of the electronic record executed pursuant to Tenn. Code Ann. §47-10-112 and other provisions of the Uniform Electronic Transactions Act, Tenn. Code Ann. §§ 47-10-101 to 47-10-123 or the Electronic Signatures in Global and National Commerce Act, 15 U.S.C.A. §§ 7001-7006 or other provisions of law.

Gregory C. Krog, Jr.
Gregory C. Krog, Jr., Attorney-at-law

State of Tennessee)
County of Shelby)

Personally appeared before me, the undersigned State of Tennessee Notary Public, Gregory C. Krog, Jr., the within named affiant with whom I am personally acquainted and who acknowledged that he executed the within electronic record certification and that such certification is true and correct.

WITNESS my hand and seal, this 10th day of Jan, 2015.

Michael Burst
State of Tennessee Notary Public
My Commission Expires: 10-12-18

Prepared by and Return To:

Gregory C. Krog, Jr., Attorney
840 Valleybrook Drive
Memphis, Tennessee 38120-2766
File # KB11T0003

