

This Instrument Prepared by:  
Miller & Martin PLLC (JMH)  
Suite 1000 Volunteer Building  
832 Georgia Avenue  
Chattanooga, TN 37402

*file*

Instrument #: 2008090400236 423  
Book and Page: 61 8734  
DEED RECORDING FEE \$50.00  
DATA PROCESSING FEE \$2.00  
Total Fees: \$52.00  
User: HDCK/KHoward  
Date: 9/4/2008

**SECOND AMENDMENT TO MASTER DEED AND BYLAWS FOR  
VICTORIAN GARDENS HORIZONTAL PROPERTY REGIME,  
CHATTANOOGA, TENNESSEE**

*Second 700078*

**THIS SECOND AMENDMENT TO MASTER DEED AND BYLAWS** for Victorian Gardens Horizontal Property Regime, Chattanooga, Tennessee, is made and entered into as of this 3rd day of September, 2008, by **VICTORIAN PROPERTIES, LLC**, a Tennessee limited liability company (hereinafter called "Developer"), having its principal place of business at 6315 E. Brainerd Road, Chattanooga, Tennessee 37421;

**WITNESSETH:**

**WHEREAS**, Developer entered into that certain Master Deed for Victorian Gardens Horizontal Property Regime which is recorded in Book 8106, Page 110, in the Register's Office of Hamilton County, Tennessee, as amended by that certain First Amendment to Master Deed which is recorded in Book 8405, Page 426, in the Register's Office of Hamilton County, Tennessee (collectively, "Master Deed"), relating to that certain real property more particularly described on Exhibit "A" attached to the Master Deed, and the buildings, structures, improvements and other permanent fixtures located thereon; and

**WHEREAS**, a description of the Units, General Common Elements and Limited Common Elements as described in the Master Deed, is set forth on Exhibit "B" to the Master Deed, and also in that certain Revised Plat of Victorian Gardens Condominiums recorded in Plat Book 83, Page 67, in the Register's Office of Hamilton County, Tennessee, as amended by that certain Second Revised Plat, recorded in Plat Book 86, Page 15, in the aforesaid Register's Office (collectively, "Plat"); and

**WHEREAS**, Developer desires to amend the Master Deed to convert the covered parking spaces which are located in the basement area of the Building and which are Limited Common Elements, into General Common Elements, with the exception of (i) the five (5) parking spaces assigned to Unit 201 as so labeled on the Plat, and (ii) the parking space designated on the Plat as 203, which is to be re-assigned from Unit 203 to Unit 317; and

**WHEREAS**, Developer desires to amend the Bylaws of Victorian Gardens Condominium Association, Inc., which is attached to the Master Deed as Exhibit "D" ("Bylaws") with respect to certain parking provisions contained therein;

**NOW, THEREFORE**, in consideration of the premises herein contained and of other good and valuable consideration, the receipt and legal sufficiency of all of which hereby are acknowledged, Developer hereby amends the Master Deed and Bylaws as follows:

1. All capitalized terms that are not otherwise defined herein will have the meanings ascribed thereto in the Master Deed.
2. Section 2(d) of the Master Deed is hereby amended to change the "Exhibit 'E'" reference (the form of Bylaws) to "Exhibit 'D'."
3. Section 2(g) of the Master Deed is hereby amended to change the "Exhibit 'D'" reference (the form of Charter) to "Exhibit 'C'."
4. The Master Deed is amended to add a new Section 2A, which reads as follows:

Section 2A. Notwithstanding the provisions of Section 2(r) hereinabove, the covered parking space designated on the Plat as being assigned to Unit 203 is hereby re-assigned, notwithstanding the Plat designation, to Unit 317 as a Limited Common Element that is appurtenant to Unit 317. The covered parking areas located in the basement area of the Building, other than the five (5) parking spaces which are assigned on the Plat to Unit 201 as Limited Common Elements and the covered parking space assigned to Unit 317 hereinabove, are hereby re-designated (notwithstanding their numeric designation on the Plat) as General Common Elements that, as of the date of this Second Amendment, are not assigned to any particular Unit. Developer, so long as Developer owns any Unit in the Building, may assign one or more of such unassigned covered parking spaces to a particular Unit, thereby converting such space(s) from General Common Elements to Limited Common Elements, with such assignment being made both in the deed conveying title to the Unit and by (i) written notice to the Association, and (ii) a supplement to this Master Deed executed by Developer and joined in by the President of the Association, and thereafter, such assigned covered parking space(s) located in the basement area of the Building will be a Limited Common Element appurtenant to the Unit as assigned in the conveying deed. No supplement to the Plat will be necessary to evidence such conversion to a Limited Common Element or to document such assignment. After assignment, such covered parking spaces can be re-assigned to different Units by supplements to the Master Deed, executed by the affected Unit Owners and the President of the Association, which, at any time, also may record supplements to the Plat to reflect the new Unit designations for such covered parking spaces. Prior to such designation being made by Developer, the Association, with the written consent of Developer, may grant any Unit Owner a license to park in such unassigned covered parking spaces on such terms as the Association and the affected Unit Owner agree, until such time as Developer notifies the Association that it intends to designate the space as a Limited Common Element that is

appurtenant to a particular Unit. If, at the time which Developer no longer owns a Unit in the Building, there are covered parking spaces located in the basement area of the Building that have not been converted to Limited Common Elements, the Association may continue to treat such covered parking area as a General Common Element, and assign such parking area to a particular Unit or Units by virtue of a license arrangement which shall be on such terms as the Association and the affected Unit Owner agree, or convert such parking area to a Limited Common Element by a supplement to this Master Deed executed by the President of the Association and the affected Unit Owner.”

5. (a) Article VII (Use and Occupancy Restrictions), Section 1(b) of the Bylaws is hereby amended to add the following sentence after the first sentence therein: “The use of the covered parking areas located in the basement area of the Building as both Limited Common Elements assigned to a particular Unit and as General Common Elements until their designation as Limited Common Elements cannot be disapproved by the Board without the prior written consent of all affected Unit Owners.”

(b) Article VII, Section 1(b) of the Bylaws is further amended by modifying the last numbered paragraph therein by adding the following sentence: “No parking space which is a Limited Common Element assigned to a Unit, may be re-assigned to any other Unit without the consent of the affected Unit Owners.”

(c) This Amendment to Master Deed insofar as it relates to an amendment of the Bylaws, shall constitute the written consent and affirmative vote of all Unit Owners to amend the Bylaws without a meeting.

6. Except as expressly set forth herein, all terms and provisions of the Master Deed, as previously amended, and the Bylaws, remain unmodified and in full force and effect. However, in the event of any inconsistency between the terms of the Master Deed and the Bylaws, and the terms of this Amendment, the terms of this Amendment will control.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed as of the 3rd day of September, 2007/8.

VICTORIAN PROPERTIES, LLC, a Tennessee limited liability company, as Developer and Unit Owner of all Units other than Unit 201 and Unit 317

By: *Edwin H. Reeves*  
Edwin H. Reeves, President

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, *Cynthia C. Harris*, of the state and county aforesaid, personally appeared Edwin H. Reeves with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of VICTORIAN PROPERTIES, LLC, a Tennessee limited liability company, the within named bargainer, and that he as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such *President*.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 3rd day of September, 2007. 2008.

*Cynthia C. Harris*  
Notary Public

My commission expires:

11-09-2011



The foregoing Second Amendment to Master Deed and Bylaws for Victorian Gardens Horizontal Property Regime, Chattanooga, Tennessee, is hereby consented to by the undersigned as the Association under the Master Deed:

VICTORIAN GARDENS CONDOMINIUM ASSOCIATION, INC.

By: Edwin M. Reeves  
Title: President

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, Cynthia C. Harris, of the state and county aforesaid, personally appeared Edwin M. Reeves, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of VICTORIAN GARDENS CONDOMINIUM ASSOCIATION, INC., the within named bargainer, a Tennessee corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 3rd day of September, 2007. 2008.

Cynthia C. Harris  
Notary Public

My commission expires:

11/01/2011



The foregoing Second Amendment to Master Deed and Bylaws for Victorian Gardens Horizontal Property Regime, Chattanooga, Tennessee, is hereby consented to by the undersigned as the Lender holding a deed of trust lien with respect to the Units owned by Developer.

CORNERSTONE BANK:

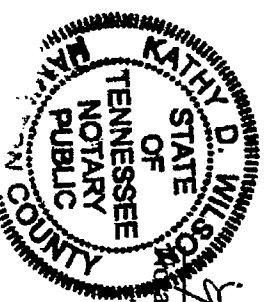
By: Daniel W. R. Holt  
Title: Senior Vice President

STATE OF Tennessee  
COUNTY OF Hamblen

Before me, Kathy D. Wilson, of the state and county aforesaid, personally appeared Daniel W. Nichols, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the S.V.P. of Cornerstone Bank, the within named bargainer, and that he as such S.V.P. executed the foregoing instrument for the purposes therein contained by signing the name of the Cornerstone Bank by himself as such S.V.P..

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 5<sup>th</sup> day of May, ~~2007~~ 2008.

Kathy D. Wilson  
Notary Public



My commission expires: 8-23-09

The foregoing Second Amendment to Master Deed and Bylaws for Victorian Gardens Horizontal Property Regime, Chattanooga, Tennessee, is hereby consented to by the undersigned as the Owner of Unit 317.

Catherine Rogers  
Catherine Rogers

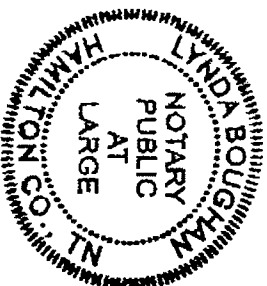
STATE OF Tennessee  
COUNTY OF Hamilton

Before me, Lynda Boughan, of the state and county aforesaid, personally appeared **CATHERINE ROGERS**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 7<sup>th</sup> day of May, 2007.

Lynda Boughan  
Notary Public

My commission expires: 4-9-11



The foregoing Second Amendment to Master Deed and Bylaws for Victorian Gardens Horizontal Property Regime, Chattanooga, Tennessee, is hereby consented to by the undersigned as the Lender holding a deed of trust lien on Unit 317.

REGIONS BANK:

By: [Signature]  
Title: Vice President

STATE OF TN  
COUNTY OF Hamilton

Before me, Kristi M. Scott, of the state and county aforesaid, personally appeared Jeffrey S. Carter, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of REGIONS BANK, the within named bargainer, and that he as such Vice President, executed the foregoing instrument for the purposes therein contained by signing the name of the Jeffrey S Carter by himself as such Vice President.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 19<sup>th</sup> day of November, 2007.

[Signature]  
Notary Public



My Commission Expires: June 25, 2011

My commission expires \_\_\_\_\_

The foregoing Second Amendment to Master Deed and Bylaws for Victorian Gardens Horizontal Property Regime, Chattanooga, Tennessee, is hereby consented to by the undersigned as the owner of Unit 201.

Name: *Carl H. Brown*  
               Notary

STATE OF *Tennessee*  
COUNTY OF *Hamilton*

Before me, *Wanda J. Farrow*, of the state and county aforesaid, personally appeared *Carl H. Brown*, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that (s)he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this *17<sup>th</sup>* day of *May*, 2007.

*Wanda J. Farrow*  
Notary Public

My commission expires:  
MY COMMISSION EXPIRES SEPT. 17, 2008

