

THIS INSTRUMENT PREPARED BY:
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(Prepared from information provided
by and at the direction of the Deerlake
Retirement Association, Inc.)

Karen Johnson Davidson County
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AMENDMENT TO THE
MASTER DEED ESTABLISHING A HORIZONTAL PROPERTY
REGIME FOR
DEERLAKE RETIREMENT COMMUNITY

THIS AMENDMENT to the Master Deed Establishing a Horizontal Property Regime for Deerlake Retirement Community (“Amendment”) is made and entered into by the Members of the Deerlake Retirement Association, Inc. (“Deerlake” or “Association”).

WITNESSETH:

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Deed and By-Laws; and,

WHEREAS, to the extent that any change or new Article, Section, Paragraph and/or Sub-part created by this Amendment, conflicts with any existing Article, Section, Paragraph and/or Sub-part of the Master Deed, the Article, Section, Paragraph and/or Sub-part created by this Amendment shall control; and,

WHEREAS, as evidenced by their signatures below, the undersigned President and Secretary of Deerlake certify that the affirmative vote of not less than two-thirds (2/3) of the Members of the Association have voted in favor of this Amendment and as such, this Amendment shall be adopted.

WHEREAS, all Meetings of the Association whether annual, special or otherwise, shall be called in accordance with Article III of the Amended and Restated By-Laws of Deerlake Retirement Association, Inc. (“By-Laws”), of record in Instrument No. 20251118-0091617 in the Register’s Office for Davidson County, Tennessee; and,

WHEREAS, as evidenced by their signatures below, the President and Secretary of the Association, certify that a special meeting of the Members was held on August 4, 2026 where a quorum of Members, present in person or by proxy, made a motion which was seconded and

carried by the affirmative vote of two-thirds (2/3) of the votes entitled to be cast by the Members of the Association, as such, this Amendment shall be adopted.

NOW, THEREFORE, by these presents, the Master Deed is hereby amended by declaring that all references to “days” within the Master Deed shall refer to “calendar days” unless specifically noted otherwise.

NOW, THEREFORE, by these presents, Paragraph 13 of the Master Deed entitled “Sales and Leases” shall be deleted in its entirety and replaced with the following:

13. **Leasing.**

A. **Definitions.** All definitions included below shall apply to this Paragraph 13 and the Master Deed and By-Laws in their entirety.

- (1) **“Biological Unit Owner Heir” or “Biological Heir”** Means the biological or legally adopted children or grandchildren of a Unit Owner; the parent(s), of a Unit Owner; the sisters, brothers, nieces or nephews of a Unit Owner; the step-parent and step-sister or step-brother of a Unit Owner.
- (2) **“Business Day”**. Means a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in Tennessee are authorized or required by law to be closed. Unless otherwise provided in this Amendment, the Master Deed or By-Laws, “days” when used therein, shall mean calendar days.
- (3) **“Leasing”**. For purposes of this Master Deed is defined as any short-term transient or vacation-type occupancy or the regular, exclusive monthly, quarterly or annual occupancy of a Unit by any person or persons other than the Unit Owner, or any lease-purchase, license or similar agreement, regardless of whether the Unit Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- (4) **“Residence” or “Residential Use”**. Means the place where a Unit Owner’s habitation is fixed and is where, during periods of absence, the Unit Owner definitely intends to return. To determine whether a Unit Unit is being used as a Residence, the Board may consider the following criteria:
 - Location of the person’s occupation;
 - Place of licensing or registration of the person’s personal property;
 - Place of payment of taxes which are governed by residence;
 - Purpose for a person’s presence in a particular place; or,
 - Place of the person’s licensing for activities such as driving.
- (5) **“Short-term rental Unit” or “STR”** means a Unit that is rented wholly or partially for a fee for a period of one hundred eighty (180) calendar days or less.

- (6) **“Single-Family”**. An individual, or two or more persons related by blood, marriage or law, or, unless otherwise required by federal or state law, a group of not more than three unrelated persons living together in a Unit.
- (7) **“Tenant”**. Means a person entitled under a rental agreement to occupy a Unit to the exclusion of others.
- (8) **“Transient”**. Means any right to use, occupy or possession, or the use, occupancy or possession of a Unit for a period of thirty (30) calendar days or less.

B. Lease Restriction and Exceptions

- (1) **Occupancy Requirement**. Each Unit Owner named on the deed of a Unit who becomes a Unit Owner after the date of recording of this Amendment, shall own and occupy such Unit as the Unit Owners’ primary place of residence for the immediate twenty-four (24) consecutive months after the date of purchase or other acquisition of title, as a prerequisite to being eligible to lease such Unit. The occupancy requirement herein may be satisfied only by each of the Unit Owners whose names appear on the deed or other instrument which vests fee simple title in such Unit Owners’ name. No agent, assignee or other person or entity affiliated with the Unit Owner may occupy the Unit as a means of satisfying the twenty-four (24) month occupancy requirement herein.
- (2) **Leasing Cap**. With the exception of Leasing which may be approved by the Board from time to time due to hardship as defined in part (3) below, and Excluded Parties defined in Paragraph D below, under no circumstances shall the Board approve any lease which will cause the total number of leased Units to exceed twenty-six (26) of the combined total of Units at Deerlake. Failure of the Board to strictly comply with this or any other provision within this Amendment, shall not act as a waiver of its right to do so at any time in the future.
- (3) **Hardship Exceptions**. In addition to the twenty-six (26) Unit restriction in sub-part (2) above, and subject to all of the restrictions recited within this Paragraph 13, the Board in its discretion, shall be empowered to allow reasonable leasing of Units to avoid undue hardship for reasons to include, but not limited to:
 - (i) Owners who must relocate their place of residence and cannot, within ninety (90) calendar days from the date that the Unit was placed on the real estate market, sell the Unit for at least the current appraised market value, after having made reasonable and diligent efforts to do so.
 - (ii) Deceased Unit Owners whose Units must be occupied by their heirs or devisees, or whose estate is being administered by their estate and/or surviving heirs at law and must be leased until such Unit is sold or permanently occupied by heirs devisees and/or heirs at law.

- (iii) Unit Owners who take a leave of absence or are temporarily relocated a distance of fifty (50) miles or greater from the Unit but who intend to return to reside in the Unit.
- (iv) Unit Owners who are members of the United States armed forces, Reserves or National Guard and are deployed for more than sixty (60) calendar days from their Unit and who produce a copy of such orders to the Board as evidence of such deployment.
- (v) In all such hardship situations the Unit Owner shall reapply at the end of the natural lease term for renewal of the hardship exception created herein.

Those Unit Owners who are required to demonstrate, and who have so demonstrated, that the inability to lease their Unit would result in undue hardship and who have obtained the requisite written approval from the Board, may lease their Unit for such duration as the Board reasonably determines is necessary to prevent undue hardship. Under no circumstances however, shall the Board grant any such hardship exception for more than one (1) year at a time, and the Owner shall reapply for the renewal of a hardship exception no less than sixty (60) calendar days prior to the natural expiration of the lease. If the Owner makes such application for renewal of hardship exception to the Board and does not receive a written approval of renewal hardship exception from the Board prior to the natural expiration of the hardship lease, the hardship exception shall be presumed to be approved. The Board shall not unreasonably withhold approval.

C. **Lease Requirements.** Such Leasing as is permitted herein, shall be subject to reasonable rules promulgated by the Board as may be adopted from time to time, **and** the following requirements:

- (1) All leases shall be in writing and a copy of the fully executed lease or lease summary with term of lease and naming all tenants and occupants, the cellular number and email address of all tenants and occupants above the age of eighteen (18) years of age, shall be filed with the Association Secretary or community manager prior to occupancy. The names and contact information provided to the Association Secretary or community association manager shall only be used in the event of an emergency or to provide other notices as may reasonably need to be provided.
- (2) Lease terms shall be for no less than one hundred and eighty (180) calendar days.
- (3) Unit Owners who lease their Units shall obtain, shall keep in force at all times while the Unit Owner's property is being leased, and provide a copy of a policy of landlord liability insurance to the Association, which insures against injury, liability and property damage.
- (4) There shall be no assignment of any lease unless such assignment is in writing and made only to those excluded transfers of ownership identified Paragraph D

below and a copy of such written assignment is provided to the Board or community manager.

- (5) There shall be no subleasing of leases.
- (6) No transient tenants shall be accommodated in any Unit.
- (7) No Unit shall be advertised and/or used as an STR, vacation or seasonal rental, or bed and breakfast through any service such as Vacation Rental by Owner ("VRBO®"), Airbnb®, hometogo.com, or any similar short-term leasing marketing service.
- (8) No Unit shall be leased except in its entirety unless such Unit is also occupied by the Unit Owner as a primary residence and a roommate also as a primary residence.
- (9) The maximum number of occupants residing in each Unit shall be limited to two (2) people per bedroom, or such greater number as shall be necessary to comply with provisions of the Fair Housing Amendments Act of 1988 or any other applicable law.
- (10) Tenants and occupants named in all leases shall be subject to the Master Deed, By-Laws and rules and regulations for Deerlake, all existing amendments thereto and future amendments as they may be adopted from time to time.
- (11) The Association shall be considered a third-party beneficiary of all leases and sub-leases **for the limited purpose of** enforcing all lease terms and conditions with regard to violations of the Master Deed, By-Laws or rules and regulations of the Association in the event the Unit Owner fails or refuses to do so. Provisions of the Master Deed, By-Laws or rules and regulations which presently impose liability upon tenants and occupants for violations of such documents, shall be unchanged by this Amendment and shall remain in full force and effect.
- (12) The Board in its discretion, shall be permitted but not required to adopt a reasonable leasing fee to be charged to Unit Owners wishing to lease their Unit for the purpose offsetting any damage to Common Area which is attributed to a Tenant or occupant of a Unit or to offset other expenses incurred by the Association related to the leasing of Units. If such leasing fee is so adopted, it shall be paid by the Unit Owner on or before the date of occupancy of all Tenants and occupants.

D. Excluded Parties

- (1) **Mortgage/Deed of Trust**: With the exception of Paragraph C Lease Requirements section above, and Paragraphs E, F and G below, the prohibition upon Leasing imposed by this Amendment shall not apply to any Leasing transaction entered into by the holder of any first mortgage and/or Deed of Trust on a Unit who becomes the Unit Owner of the Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage and/or Deed of Trust.
- (2) **Existing Owners**: Subject to Paragraph C Lease Requirements above, and Paragraphs E, F and G below, existing Unit Owners as of the date of recording of this Amendment may lease their Unit and are effectively “grandfathered” **and shall not be subject to the leasing cap in Paragraph B, part (2) of this Amendment.**
- i. Once a Unit Owner who has enjoyed this grandfathered status, transfers ownership to any third party, his or her Unit and the Unit Owner thereof shall then be subject to the provisions recited within this Amendment.
 - ii. A transfer of ownership for the purposes of this part, shall expressly **exclude** one-time transfers (unless more than one such transfer is otherwise approved in writing by the Board) for the following purposes: transfers of title between spouses; transfers of ownership to a Trust, the beneficiary and/or trustor of which, is the homeowner; transfers of ownership by a Unit Owner to a legal entity for tax or estate planning purposes; transfers of title by testate or intestate succession. All such transfers however, shall be subject to Paragraph C Lease Requirements above, and Paragraphs E, F and G below.
 - iii. All existing Unit Owners who currently lease their Units shall provide a copy of their written lease to the Association within thirty (30) calendar days of this Amendment. Unit Owners who currently do not lease their Unit, but who may lease at a future date, shall provide a copy of the fully executed written lease agreement which shall name all tenants and occupants, or lease summary naming all tenants and occupants, the cellular number and email address of all tenants and occupant above the age of eighteen (18) years of age, to the Association management company within thirty (30) calendar days prior to tenant’s occupancy.
- (3) **Family Members and Biological Heirs**: Units which are occupied by the Biological Heirs, children or grandchildren of a Unit Owner; Units which are occupied by the parent or parents of a Unit Owner; and Units occupied by aunts, uncles, sisters, brothers, nieces or nephews of the Unit Owner, shall not

be considered as Units which are leased. Such Units shall however, be subject to the lease restrictions recited in Paragraph C above and Paragraphs E, F and G below.

- (4) **Association:** With the exception of Paragraph C Lease Requirements above and Paragraphs E, F and G below, the provisions of this Amendment shall not apply to any leasing transaction entered into by the Association who becomes the Unit Owner of a Unit through foreclosure of its lien or any other means pursuant to the satisfaction of the Association's Lien or judgment in the Association's favor.

E. **Tenants and Occupants Liable.** Tenants, occupants and invitees of any Unit Owner shall be subject to and shall comply with, the Master Deed, By-Laws and all amendments thereto, and all Association rules and regulations and other policies duly adopted by the Board for the Association.

F. **Rental Fine Policy.** Violations of this Paragraph 13 shall be subject to the same remedies within the Master Deed and By-Laws which currently exist for other violations, including the failure and/or refusal to pay assessments. In addition to such remedies, the Board shall adopt reasonable rules and regulations for the enforcement of any leasing restriction created herein. Such rules and regulations shall include procedures for issuing notices and reasonable fines against Unit Owners in violation. All fines, costs, and reasonable attorneys' fees incurred in the enforcement of this part, shall be the responsibility of the Unit Owner. Any and all such fines, costs and reasonable attorneys' fees, together with fines created by such rules and regulations, shall be a continuing lien against the Unit and shall further be the personal obligation of the Unit Owner.

G. **Tenant/Occupant Violations.**

- (1) **Violation Notice.** Written notice shall be mailed to tenants, occupants and the Unit Owner at the last address provided by the Unit Owner to the Association, of any and all violations of the Master Deed, By-Laws, Association rules and regulations and amendments thereto by such tenant or occupant. Such written notice shall give the Unit Owner ten (10) business days to provide the Association with written evidence of the measures such Unit Owner has taken to ensure such violations by their tenant or occupant does not continue. Any violation by such tenant or occupant of the same or similar nature within sixty (60) calendar days of the original violation, shall be considered a continuation of the previous violation. The rules and regulations adopted by the Board for the enforcement of this Paragraph 13 shall be implemented against any Unit Owner who fails to provide such written notice to the Association as required in this part or whose tenant's or occupant's actions are considered a continuation of a previous violation.

- (2) Lease Termination. After the Board-adopted rules and regulations for the enforcement of this part has been implemented as a measure and prerequisite to compel the tenant's or occupant's compliance through the Unit Owner, should such violations continue, the Association shall be entitled to file suit against such tenant or occupant and Unit Owner for unlawful detainer, and the Association shall further be entitled to file Writs to seek possession of the Unit, evict such tenant or occupant and return possession of the Unit to the lawful Unit Owner thereof as soon as reasonably possible after the execution of such Writ. All costs for such action, including reasonable attorneys' fees, shall be a continuing lien and charge against such Unit Owner's Unit, and be the personal obligation of such Unit Owner.
- (3) Lease Termination due to Violence or Threats to Health, Safety or Welfare. Should any tenant or occupant willfully or intentionally commit a violent act, or behave in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare or the life or property of other owners, tenants or occupants at Deerlake; or creates a hazardous or unsanitary condition in their Unit or within Deerlake that affects the health, safety or welfare or the life or property of other owners, tenants or occupants; or permits such acts by any person present at Deerlake at the invitation of such tenant or occupant, the Association shall, on behalf of the Unit Owner, be entitled to exercise all of the remedies and shall comply with all of the requirements of Tenn. Code Ann. § 66-28-517 as the same may be amended from time to time, and the Association shall further be entitled to file suit against such tenant and/or occupant for unlawful detainer seeking eviction and shall be entitled to file Writs seeking possession of the Unit on behalf of the Unit Owner and shall return possession of the Unit to such Unit Owner as soon as reasonably possible after the execution of such Writ.

All costs incurred by this part, together with reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the Unit against which such costs and reasonable attorney's fees were incurred; and such costs, together with reasonable attorneys' fees, shall be the personal obligation of the person who was the Unit Owner of such Unit at the time the fine(s) were levied.

NOW, THEREFORE, by these presents, the Master Deed is hereby amended by adding a **new Paragraph 19** after the existing Paragraph 18 as follows:

19. Association Lien on Foreclosure Proceeds. Upon the foreclosure of a first mortgage or deed of trust, the foreclosure and the sale shall be subject to the Association's lien created in Article XI of the By-Laws, and the Association shall be entitled to proceeds from the foreclosure sale to satisfy the lien for common expenses and assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding

institution of such foreclosure, but not exceeding one percent (1%) of the maximum principal indebtedness of the lien secured by the first mortgage or deed of trust.

NOW, THEREFORE, by these presents, the Master Deed is hereby amended by adding a **new Paragraph 20** after the newly added Paragraph 19 above, as follows:

20. Sexual Offenders Prohibited. Any person who is a sexual offender, violent sexual offender or violent juvenile sexual offender as those terms are defined in Tenn. Code Ann. § 40-39-201 is deemed to be a "Sexual Offender" for purposes of this Master Deed and the By-Laws. Any Sexual Offender who is registered or required to be registered pursuant to Tenn. Code Ann. § 40-39-203 of the Tennessee Sexual Offender and Violent Sexual Offender Registration, Verification and Tracing Act of 2004, is prohibited from temporarily or permanently residing in, visiting or otherwise entering the Deerlake subdivision for or any reason or purpose.

Unit Owners and occupants are prohibited from permitting a Sexual Offender to temporarily or permanently reside within the Deerlake subdivision or permitting a Sexual Offender from visiting said Unit Owner or occupant within the Deerlake subdivision, so long as the Unit Owner or occupant (a) knows of the Sexual Offender's criminal status and (b) the Sexual Offender's residency or visitation is within the Unit Owner's or occupant's control.

The Association, Unit Owners and occupants have standing to enforce this Paragraph 20 in a court of competent jurisdiction located in Davidson County, Tennessee. Remedies available for enforcement of this Paragraph 20 shall include without limitation temporary restraining orders, temporary injunctions and/or permanent injunctions against the violator(s). In any action enforcing this Paragraph 20, the plaintiff shall be entitled to recover from all defendants (jointly and severally) the reasonable attorney's fees and other expenses incurred by the plaintiff in the litigation.

NOW, THEREFORE, by these presents, the Master Deed is hereby amended by adding a **new Paragraph 21** after the newly added Paragraph 20 above, as follows:

21. Amendments. This Master Deed may be amended at any regular or special meeting of the Association by the affirmative vote of not less than Sixty-Seven (67%) percent of Association Members entitled to vote and by an instrument in writing, setting forth such amendment, signed by the Association President with an acknowledgment of the date of such regular or special meeting having been held, a motion having been made and such vote having been held signed by the Association Secretary.

All amendments to the Master Deed which are proposed by Members of the Association shall be promulgated and approved in writing by the Board as a prerequisite to the passage and

recording of such amendment at the Register of Deeds' Office. Failure to obtain such written approval by the Board shall render any such amendment void ab initio.

Only the changes and amendments made by this Amendment shall be changed. All other terms, conditions, restrictions and provisions of the Master Deed and previous amendments thereto, shall survive and continue to remain in full force and effect.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the
10th of August, 2026.

DEERLAKE RETIREMENT ASSOCIATION, INC.

Dorothy Coltharp

By:

Its: President

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

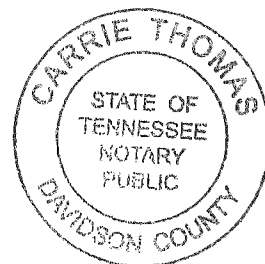
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Dorothy Coltharp with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged herself/himself to be the President of Deerlake Retirement Association, Inc., and that she/he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by herself/himself as such President.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 10th
day of August, 2026.

Carrie Thomas
Notary Public

My Commission Expires:

1/22/2030

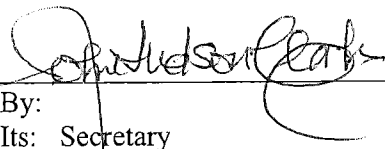


My Commission Expires Jan. 22, 2030

AFFIDAVIT OF SIGNATURES FOR AMENDMENT
BY
SECRETARY OF DEERLAKE RETIREMENT ASSOCIATION, INC.

The undersigned, JOHN HUDSON CLARK, Secretary of Deerlake Retirement Association, Inc., certifies and affirms that this amendment has been approved by the affirmative vote of not less than two-thirds (2/3) of the Members of the Association; and as such, this Amendment shall be adopted.

**DEERLAKE RETIREMENT
ASSOCIATION, INC.**


By: _____
Its: Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

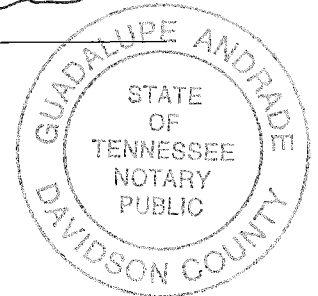
Before me, a Notary Public in and for the State and County aforesaid, personally appeared John Hudson Clark with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged herself/himself to be the Secretary of Deerlake Retirement Association, Inc., and that she/he as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by herself/himself as such Secretary.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 10th day of August, 2026.

My Commission Expires:

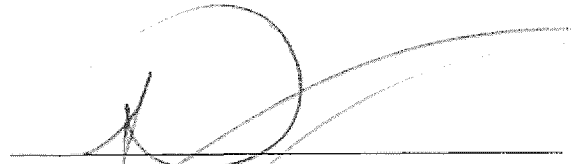
11/05/2029

Notary Public



Tennessee Certification of Electronic Document

I, Scott D. Weiss, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on August 17, 2026.


Affiant Signature

08/17/2026
Date

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 17th day of August, 2026.

My Commission Expires: 01/22/2029


Notary Public

NOTARY'S SEAL

