IN THE COURT OF APPEALS OF TENNESSEE
AT NASHVILLE
Assigned on Briefs January 5, 2026

JOAN YOUNG v.
COTTAGE GROVE CONDOMINIUM ASSOCIATION, INC.

Appeal from the Chancery Court for Davidson County
No. 24-0878-IV Russell T. Perkins, Chancellor

No. M2025-00918-COA-R3-CV

The appellant filed the instant action seeking a copy of the property management contract between her condominium association and its property management company. The trial court determined that "a contract between a condominium association and its management company would not be included in those records that a condominium association would be required to provide to a unit owner." The court dismissed the matter with prejudice. The appellant appeals. We affirm the ruling of the trial court.

Tenn. R. App. P. 3 Appeal as of Right; Judgment of the Chancery Court Affirmed, Case Remanded.

JOHN W. MCCLARTY, P.J., E.S., delivered the opinion of the court, in which ANDY D. BENNETT, J. and ROY B. MORGAN, JR., S.J., joined.

Joan Young, Goodlettsville, Tennessee, *pro se* appellant.

Gerald C. Wigger and Hallie Gillam, Nashville, Tennessee, for the appellee, Cottage Grove Condominium Association, Inc.

OPINION

I. BACKGROUND

Joan Young ("Member") is a Sumner County resident and a member of the Cottage Grove Condominium Association, Inc. ("the Association"). In February 2024, the Association sent a courtesy notice to Member regarding the condition of her driveway. Thereafter, Member demanded that the Association provide her with six documents, including an opinion letter prepared by the Association's attorney, invoices, and the

contract between the Association and its property management company ("the Contract"). The Association provided Member with all of the documents she requested via email with the exception of the Contract, which the Association allowed Member to inspect during an in-person meeting on May 21, 2024. Dissatisfied, on July 30, 2024, Member filed suit against the Association to compel the Contract's production.

On November 6, 2024, the trial court entered an order denying Member's Motion for Default Judgment, explaining that "[t]he purpose of th[e] ruling [was] to allow th[e] case to be decided on the merits." Member subsequently filed several "objections" to the court's orders along with a motion to recuse, in which she argued that the trial court improperly allowed the Association to disregard procedural deadlines and failed to sanction the Association for offering unmeritorious arguments. According to Member, statements made during hearings and rulings in favor of the Association constituted an appearance of impropriety and clear bias against her by the court.

On January 9, 2025, in an extensive order, the court determined that it "ha[d] ruled consistently with its obligation of impartiality and with the Code of Judicial Conduct" and that "the [c]ourt ha[s] ruled promptly on every motion presented to it." The court's order outlined a comprehensive chronology of the case to evidence its prompt and objective handling of the issues raised by both parties. Despite the trial court attaching a copy of Tennessee Supreme Court Rule 10B to its order, Member thereafter filed a "Combined Response Objecting to Order Denying Motion to Recuse and Motion to Reconsider Order Denying Motion to Recuse." In response, the Association argued that Member was improperly challenging the court's order denying her recusal motion and that an accelerated interlocutory appeal pursuant to Tennessee Supreme Court Rule 10B was the correct procedure. The Association asserted that Rule 10B's jurisdictional 21-day deadline had expired, however, and that Member's right to an interlocutory appeal of the recusal decision had been waived. In the alternative, the Association contended that Member's motion should be denied pursuant to Rule 59.04 of the Tennessee Rules of Civil Procedure because it was merely a restatement of her recusal motion and failed to demonstrate that denial of it was either a clear error of law or resulted in injustice. Further, the Association also argued that Member failed to allege acts of bias or prejudice that arose from extrajudicial sources rather than from events or observations during litigation of the case. The Association maintained that Member merely listed disagreements with several of the court's discretionary rulings.

After a hearing held by teleconference on February 14, 2025, the court entered an order denying Member's Motion to Reconsider; it incorporated its prior ruling on the issue by reference. In response, Member filed another motion seeking disqualification of the chancellor, which the court denied with an exhaustive order after a hearing. Other subsequently filed objections and motions were thereafter denied by the trial court. Two months later, Member moved for a "Specific Order" pursuant to the Tennessee Nonprofit Corporations Act, Tennessee Code Annotated section 48-66-101, *et seq*. (the "Nonprofit

Corporations Act"), in which she argued the Association was required to provide a copy of the Contract to Member under Section 48-66-104(b). Member maintained that the Nonprofit Corporations Act compelled the Contract's production as an "accounting record." Member also asked for costs and penalties under the Tennessee Condominium Act of 2008 (the "Condominium Act"), Tennessee Code Annotated sections 66-27-208, -211.

The Association responded that Member's reliance on the Nonprofit Corporations Act was misplaced and the relevant determination was whether the Condominium Act required it to produce its Contract with the property management company. The Association argued that neither the language of the Condominium Act nor the binding precedent set forth in *Sigel v. Monarch Condominium Association*, No. W2011-01150-COA-R3-CV, 2012 WL 2499551 (Tenn. Ct. App. June 29, 2012) required the Association to do so. In *Sigel*, this court held that the Condominium Act specifically governed condominium associations and applied to such cases rather than the far-broader Nonprofit Corporations Act. The Condominium Act specifically addresses which records a condominium association must provide to a unit owner. Tenn. Code Ann. §§ 66-27-502, -503. Member replied that the *Rarity Bay Partners v. Rarity Bay Community Association*, No. 2021-00166-COA-R10-CV, 2021 WL 3722157 (Tenn. Ct. App. Aug. 23, 2021), rather than *Sigel*, controlled in this case and that both the Nonprofit Corporations Act and the Condominium Act governed the obligations of the Association under the circumstances present in this matter.

A final order was entered denying Member's motions on June 3, 2025. The court determined that the Condominium Act was applicable and that a contract between a condominium association and its property management company was not among the items a condominium association must provide to its members under Section 66-27-503. The trial court emphasized that the Association's Declaration of Restrictions, Covenants and Easements specifically provides that the Association is subject to the Horizontal Property Act, as amended by the Condominium Act. The court further determined that the Contract sought was not a "financial record[] sufficiently detailed to enable the association to comply with §§ 66-27-502 and 66-27-503." Relying on *Sigel* and principles of statutory construction, the trial court held that the phrase "other records" contained in Section 66-27-417 could not be interpreted to include the Contract at issue. The court opined that even if "other records" could be interpreted to include the Contract, the Association allowed Member to inspect the Contract during an in-person meeting on May 21, 2024, thereby also complying with the Association's bylaws. Accordingly, the court held that Member was not entitled to relief associated with bringing the lawsuit under Section 66-27-505 and dismissed the case with prejudice. Member timely filed this appeal.

II. ISSUES

Upon review, the issues presented in this appeal are restated as follows:

1. Whether the trial court erred in determining that the Condominium Act applies in this case, rather than the Nonprofit Corporations Act.

2. Whether the trial court erred in finding that the Association is not required to produce the Contract between itself and its property management company.

3. Whether the trial court erred in holding that Member was not entitled to a penalty fee or costs pursuant to Tennessee Code Annotated section 66-27-505.

4. Whether the trial court erred by denying Member's motion(s) to disqualify or recuse.

III. STANDARD OF REVIEW

When construing statutes, the chief concern is carrying out the legislature's intent and purpose. *Waldschmidt v. Reassure Am. Life Ins. Co.*, 271 S.W.3d 173, 176 (Tenn. 2008). Every word in a statute "is presumed to have meaning and purpose, and should be given full effect if so doing does not violate the obvious intention of the Legislature." *In re C.K.G.*, 173 S.W.3d 714, 722 (Tenn. 2005) (quoting *Marsh v. Henderson*, 424 S.W.2d 193, 196 (Tenn. 1968)). Questions regarding the interpretation of a statute and its application to undisputed facts are issues of law; as such, they are reviewed *de novo* with no presumption of the correctness of the trial court's conclusions. *U.S. Bank, N.A. v. Tenn. Farmers Mut. Ins. Co.*, 277 S.W.3d 381, 386 (Tenn. 2009). We do not broaden or restrict statutes beyond their intended scope. *Houghton v. Aramark Educ. Res., Inc.*, 90 S.W.3d 676, 678 (Tenn. 2002) (quoting *Owens v. State*, 908 S.W.2d 923, 926 (Tenn. 1995)).

IV. DISCUSSION

1.

In *Sigel*, this court determined that the Condominium Act, not the Nonprofit Corporations Act, controlled an association's legal duties toward its members. 2012 WL 2499551, at *5. The court determined that the Nonprofit Corporations Act could not apply as a supplemental governing statute to the Condominium Act because a homeowner's association may be organized as a nonprofit corporation, limited liability company, or unincorporated association, and it would be illogical to adopt an interpretation that places different duties to produce records based on the association's corporate form. *Id.* The trial court in *Sigel* specifically reasoned that the Condominium Act took precedence over the

broader and more general Nonprofit Corporations Act:

> [T]he Tennessee Nonprofit Corporation Act is a broad statute that governs all nonprofit corporations, while the Tennessee Condominium Act was enacted by the Legislature specifically to govern condominium associations. *See Dobbins v. Terrazzo Mach. & Supply Co.*, 479 S.W.2d 806, 809 (Tenn. 1972) (stating that "where the mind of the legislature has been turned to the details of a subject and they have acted upon it, a statute treating the subject in a general manner should not be considered as intended to effect the more particular provision."). *See also Graham v. Caples*, 325 S.W.3d 578, 582 (Tenn. 2010) ("[A] more specific statutory provision takes precedence over a more general provision.").

Id. Despite the holdings in *Sigel*, Member maintains that she is entitled to the Contract under the Nonprofit Corporations Act, arguing that the Contract is an "accounting record" that the Association is required to produce to her pursuant to Sections 48-66-101(b) and 48-66-102(c).

In this matter, the governing documents provide explicitly that the Association is governed by the Condominium Act. Article 1(a) of the Association's Declaration of Restrictions, Covenants and Easements expressly provides:

> Developer hereby submits the land… to the condominium form of ownership and use, in the manner provided under the provisions of T.C.A. Sections 66-27-101, *et seq.*, (the "Horizontal Property Act"), as the same shall be amended by T.C.A. Section 66-27-201, *et seq*. (the "Tennessee Condominium Act of 2008"), which may hereinafter be referred to, collectively, as the "Act." It is the intention of the Developer to have the use, ownership, operation and enjoyment of the Condominium and the Units governed by the Tennessee Condominium Act of 2008.

Also, as was noted in *Sigel*, the Condominium Act specifically governs condominium associations; thus, it takes precedence over the Nonprofit Corporations Act, a broader statute governing all nonprofit corporations in Tennessee. *Sigel*, 2012 WL 2499551 at *5.

Member now appears to raise additional arguments previously discussed in *Sigel* and *Rarity Bay* and argues that the Nonprofit Corporation Act could apply because a provision of the Condominium Act, Section 66-27-208, states that the act may be "supplemented" by principles of law and equity. We recognize that Member is proceeding *pro se* in this appeal, as she did at the trial court level. "The courts give *pro se* litigants who are untrained in the law a certain amount of leeway in drafting their pleadings and briefs." *Hessmer v. Hessmer*, 138 S.W.3d 901, 903 (Tenn. Ct. App. 2003). It is well settled, however, that, "[w]hile a party who chooses to represent himself or herself is entitled to

the fair and equal treatment of the courts, ... [*p*]*ro se* litigants must comply with the same substantive and procedural law to which represented parties must adhere." *Chiozza v. Chiozza*, 315 S.W.3d 482, 487 (Tenn. Ct. App. 2009) (*citing Hodges v. Tenn. Att'y Gen.*, 43 S.W.3d 918, 920–21 (Tenn. Ct. App. 2000)). Accordingly, we find that Member's arguments are waived on appeal due to her failure to raise them before the trial court. *See Waters v. Farr*, 291 S.W.3d 873, 918 (Tenn. 2009); Tenn. R. App. P. 36(a). "Issues cannot be raised for the first time in reply brief." *Tennison Bros. Inc. v. Thomas*, 556 S.W.3d 697, 732 (Tenn. Ct. App. 2017) (citing *Owens v. Owens*, 241 S.W.3d 478, 499 (Tenn. Ct. App. 2007)). "Issues raised for the first time in reply brief are waived." *Hughes v. Tenn. Bd. Prob. Parole*, 514 S.W.3d 707, 724 (Tenn. 2017). Further, as noted by the Association, even had Member preserved these arguments for appellate review, adoption of a rule predicating an association's duties to produce documents on its corporate form would be illogical and a "peculiar result indeed." *Sigel*, 2012 WL 2499551, at *5. The trial court properly determined that the Condominium Act controlled this matter.

2.

The relevant issue in this case is whether the Condominium Act required the Association to produce the Contract between itself and its property management company to Member. Under the Condominium Act, a condominium association is required to provide a unit owner with certain information upon request:

> The association, upon request from a unit owner, a purchaser or any lender to either a unit owner or a purchaser, or their respective authorized agents, shall provide to the requesting party, within ten (10) business days following the date of the association's receipt of the request, the information specified in § 66-27-503, to the extent applicable.

Tenn. Code Ann. § 66-27-502(a). Section 66-27-503 specifies that the information to be provided pursuant to § 66-27-502 includes the following:

> (1) The name and principal address of the declarant, during the period of declarant control only, the association, and the condominium;
>
> (2) A copy of the recorded, or if not recorded then in substantially final form to the extent available, master deed or declaration, bylaws, charter or articles of association of the association, and all amendments of and exhibits to the master deed or declaration, bylaws, charter or articles of association of the association;
>
> (3) A copy of the current rules and regulations of the association;

(4) The most recent balance sheet, income statement, and approved budget for the association, or, if there has never been an approved budget, then the projected budget. The budget must include, without limitation:

(A) A statement of the amount, or a statement that there is no amount, included in the budget as a reserve for repairs and replacements, and whether or not any study has been done to determine their adequacy, and if a study has been done, where the study will be made available for review and inspection;

(B) A statement of any other reserves;

(C) The projected aggregate annual common expense assessment by category of expenditures for the association;

(D) The projected monthly common expense assessment, or the method of calculating each unit's share of the assessment, for each type of unit;

(E) A description of any indebtedness secured by the common elements or other amenities owned by the association or available for the use of the unit owners; and

(F) A description of any lease affecting the common elements or amenities owned by the association or available for the use of the unit owners;

(5) Minutes of all meetings of the members and/or the board of directors of the association for the twenty-four-month period ending on the date of the request;

(6) The current monthly assessment and any special assessment applicable to the unit in question, and the amount of any delinquencies in any assessments applicable to the unit;

(7) Any fees or assessments due as a result of a transfer of the applicable unit;

(8) The amount and nature of any additional fees currently imposed for use by members of the common elements or other amenities;

(9) A statement of the insurance coverage, which may be provided in the form of an appropriate certificate from the insurer, maintained by the association that includes the types of coverage, limits and deductibles of the

> insurance;
>
> (10) A statement of any unsatisfied judgments and a description of any pending suits against the association;
>
> (11) A description of any pending suits filed by the association, other than for the collection of delinquent assessments;
>
> (12) The total amount of current monthly, annual, or special assessments for all units in the condominium that are more than sixty (60) days past due as of the most recent available report, but in no event more than ninety (90) days prior to the date of the request; and
>
> (13) Whether the board of directors is still under declarant control and, if so, when that period of control ends.

Tenn. Code Ann. § 66-27-503; *Sigel*, 2012 WL 2499551, at *6. In *Sigel*, the court determined that the terms in the Condominium Act were unambiguous and, as such, must be applied in accordance with its plain meaning and without forced interpretation that would extend the meaning of the language. *Id.*

Under the unambiguous language of Section -503, the Association's contract between itself and its property management company is not among the items an association is required to produce. Member did not make any argument before the trial court regarding which term under Section -503 could be interpreted to include the Contract.

Member now posits that the Contract is a "financial [or] other record[]" that must be produced under Section 66-27-417, which provides:

> The association shall keep financial records sufficiently detailed to enable the association to comply with §§ 66-27-502 and 66-27-503. All financial and other records shall be made reasonably available for examination by any unit owner, the holder of any mortgage or deed of trust encumbering a unit, and their respective authorized agent.

Tenn. Code Ann. § 66-27-417. However, Member concedes that she did not raise this argument at the trial court level, and we find that she has waived appellate review on this issue. *See Waters*, 291 S.W.3d at 918; Tenn. R. App. P. 36(a). ("Nothing in this rule shall be construed as requiring relief be granted to a party responsible for an error who failed to take whatever action was reasonably available to prevent or nullify the harmful effect of an error.").

Furthermore, in *Sigel*, the court concluded that the legislature's intent was to make

the "same information" available under both Section -417 and Section -503 of the Act. *Id.*, 2012 WL 2499551, at *8 (*citing* TN B. Summary, 2008 Reg. Sess. S.B. 2935 (*referencing* Amendment #1) (adopted Mar. 24, 2008)). The court observed that a contrary interpretation would create two different duties as to two different but overlapping classes of persons, contrary to both the legislative history and the principles of statutory construction. *Id.* Also, the *Sigel* court explained that, even if the phrase "financial and other records" could be interpreted to include records beyond those enumerated in Section -503, it would not extend so far as to include every record held by an association. *Id.* Noting that "courts are admonished not to adopt an interpretation that 'would yield an absurd result,'" the court rejected such an expansive interpretation of Section -417. *Id.* at *9 (*citing Steppach v. Thomas*, 346 S.W.3d 488, 506 (Tenn. Ct. App. 2011)). As noted by the trial court, the "other records" language in Section -417 cannot be read to include the Contract, as such a determination is consistent with the principles of statutory construction, the legislative intent of the Condominium Act, and the holding in *Sigel*.

Additionally, even assuming arguendo that the "other records" language in Section -417 could be interpreted to include the Contract, the Association allowed Member to inspect the Contract during an in-person meeting held on May 21, 2024. Thus, the trial court properly found that the Association complied with both the Condominium Act and the Association's bylaws.

3.

Pursuant to the Condominium Act, Section 66-27-211 states, "[t]he court, in an appropriate case involving willful failure to comply with this part and parts 3-5 of this chapter, or any provision of the declaration or bylaws, may award reasonable attorney's fees." Section -211 would not apply in the instant case because, as a *pro se* litigant, Member is not entitled to attorneys' fees. *See In re Estate of Brakebill*, No. E2019-00215-COA-R3-CV, 2020 WL 5874874, at *6 (Tenn. Ct. App. Oct. 2, 2020) ("*Pro se* litigants are not entitled to recover attorney fees…. Not even attorneys who proceed *pro se* are entitled to recover fees." (quoting *Simpson v. Montague*, 902 F.2d 35, at *4 (6th Cir. May 10, 1990))).

Section 66-27-505(a)(1), provides:

> If the association or declarant, as applicable, fails to provide the information required by § 66-27-503, within the time provided in this section, then the association or declarant, as applicable, shall be liable for and shall pay a fine or penalty…plus all costs, including, without limitation, reasonable attorney's fees incurred in obtaining the information or enforcing the fines or penalties, or both, provided for in this section.

Tenn. Code Ann. § 66-27-505(a)(1). Because the Nonprofit Corporations Act was

inapplicable and no violation under Sections -502, -503, or -417 of the Condominium Act occurred, Member was not entitled to a penalty fee or costs associated with bringing the lawsuit under Section 66-27-505.

4.

A trial court's ruling on a motion for recusal is reviewed under a *de novo* standard of review with no presumption of correctness. Tenn. Sup. Ct. R. 10B § 2.01. "The party seeking recusal bears the burden of proof, and 'any alleged bias must arise from extrajudicial sources and not from events or observations during litigation of a case.'" *See Neamtu v. Neamtu*, No. M2019-00409-COA-T10B-CV, 2019 WL 2849432, at *2 (Tenn. Ct. App. July 2, 2019) (quoting *Williams by & through Rezba v. HealthSouth Rehab. Hosp. North*, No. W2015-00639-COA-T10B-CV, 2015 WL 2258172, at *5 (Tenn. Ct. App. May 8, 2015)). "If the bias is alleged to stem from events occur[r]ing in the course of the litigation of the case, the party seeking recusal has a greater burden to show bias that would require recusal, i.e., that the bias is so pervasive that it is sufficient to deny the litigant a fair trial." *Boren v. Hill Boren, PC*, 557 S.W.3d 542, 552 (Tenn. Ct. App. 2017) (quoting *Runyon v. Runyon*, No. W2013-02651-COA-T10B, 2014 WL 1285729, at *6 (Tenn. Ct. App. Mar. 31, 2014)). A trial judge has a duty to serve unless the proponent establishes a factual basis warranting recusal. *Raccoon Mtn. Caverns and Campground, LLC v. Nelson*, No. E2022-00989-COA-T10B-CV, 2022 WL 3100606, at *4 (Tenn. Ct. App. Aug. 4, 2022) (quoting *Rose v. Cookeville Reg'l Med. Ctr.*, No. M2007-02368-COA-R3-CV, 2008 WL 2078056, at *2 (Tenn. Ct. App. May 14, 2008)).

As we explained in *Neamtu*:

> [A] party challenging the impartiality of a judge 'must come forward with some evidence that would prompt a reasonable, disinterested person to believe that the judge's impartiality might reasonably be questioned.'" When reviewing requests for recusal alleging bias, "it is important to keep in mind the fundamental protections that the rules of recusal are intended to provide." "The law on judicial bias is intended 'to guard against the prejudgment of the rights of litigants and to avoid situations in which the litigants might have cause to conclude that the court had reached a prejudged conclusion because of interest, partiality, or favor.'"

2019 WL 2849432 at *3 (quoting *In re Samuel P.*, No. W2016-01592-COA-T10B-CV, 2016 WL 4547543 at *2 (Tenn. Ct. App. Aug. 31, 2016) (internal citations omitted)).

After a hearing on Member's first Motion to Recuse, the trial court entered an order denying the motion and explaining that it had authority to relieve a party of the standard deadlines contained in the Tennessee Rules of Civil Procedure and that its orders were

reasonable and designed to have the case decided on the merits. The court observed that it had an inherent, common-law authority to control its own docket. The court reviewed the procedural history of the case, illustrating that all orders had been entered within ten days of the hearings. Ultimately, the court concluded that Member had failed to demonstrate that the court's impartiality might reasonably be questioned or that there was an appearance of impropriety that would warrant recusal.

Member thereafter filed a Motion to Reconsider the trial court's denial of her recusal motion, which the court denied, citing to its previous order. Member then filed a Second Motion for Disqualification/Recusal, which the court denied. In its order, the court responded to each of the alleged instances of partiality, impropriety, or bias raised by Member, citing to legal authorities underlying each of its decisions at issue.

On appeal, Member raises nearly identical arguments to those asserted in her previous motions. In our view, she has failed to carry her burden of establishing that recusal was appropriate and that any alleged acts of bias or prejudice arose from extrajudicial sources rather than from events or observations during the litigation of the case. *Tarver v. Tarver*, No. W2022-00343-COA-T10B-CV, 2022 WL 1115016 at *2 (Tenn. Ct. App. Apr. 14, 2022). The rulings of which Member complains were squarely within the discretion of the trial court to make. *See State ex rel. Jones v. Looper*, 86 S.W.3d 189, 196 (Tenn. Ct. App. 2000) (holding that a trial court may, within its discretion, elect to accept a late-filed Answer); *Elliott v. Akey*, No. E2004-01478-COA-R3-CV, 2005 WL 975510, at * 2 (Tenn. Ct. App. Apr. 27, 2005) (holding that the decision to grant or deny a motion for default judgment lies in the sound discretion of the trial court and an appellate court will not overturn discretionary decisions absent an abuse of that discretion); *Clarksville-Montgomery County School Sys. v. United States Gypsum Co.*, 925 F.2d 993, 998 (6th Cir. 1991) (holding that matters pertaining to scheduling orders are within the sound discretion of the trial court).

As observed by the Association, rulings adverse to the proponent of a recusal motion are not, standing alone, grounds for recusal. *State v. Cannon*, 254 S.W.3d 287, 308 (Tenn. 2008) (citing *Alley v. State*, 882 S.W.2d 810, 821 (Tenn. Crim. App. 1994)); *see also Duke v. Duke*, 398 S.W.3d 665, 671 (Tenn. Ct. App. 2012). "If the rule were otherwise, recusal would be required as a matter of course since trial courts necessarily rule against parties and witnesses in every case, and litigants could manipulate the impartial[it]y issue for strategic advantage, which the courts frown upon." *Id.*

Following our thorough review, we find that the trial court's denial of recusal was entirely sound and proper. Member failed to demonstrate that the court's actions reasonably suggest bias, partiality, or the misapplication of fundamental legal principles warranting recusal.

V. CONCLUSION

For the reasons stated above, we affirm the judgment of the trial court and remand for such further proceedings as may be necessary and consistent with the opinion. Costs of the appeal are taxed to the appellant, Joan Young.

s/John W. McClarty
JOHN W. McCLARTY, JUDGE