

AMENDMENT TO THE BY-LAWS  
OF  
THE HIGHLANDS CONDOMINIUMS

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THIS AMENDMENT is made and entered into this the 14<sup>TH</sup> day of August, 1991, by The Highlands Owners Association, Inc. (hereafter "Association").


WHEREAS, pursuant to By-Laws of record in Deed Book 1730, Page 699 in the Register's Office for Knox County, Tennessee, the Association was granted the power to make, establish and amend reasonable regulations respecting the use of the property in the condominium; and

WHEREAS, a majority of the entire membership of the Board of Directors and a majority of the entire membership of the Association has voted to amend the By-laws of the Association to provide rules and regulations governing the rental of individual units by owners.

NOW, THEREFORE, the By- Laws of the Association recorded in Deed Book 1730, Page 699 in the Register's Office for Knox County, Tennessee are hereby amended to include the following rules and regulations governing the rental of individual units by owners:

1. All leases of units must be in writing and must provide for an initial term of one (1) year. Said lease must contain provisions 1, 2, 3, 4, 5 and 6 of this amendment.
2. Each unit shall be occupied only by
  - a. no more than two (2) individuals; or
  - b. one family unit, defined as one (1) or more individuals (who have not attained the age of eighteen (18) years) being domiciled with
    - i. a parent or parents having legal custody of such individual or individuals, or

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- ii. the designee of such parent or parents or other person having such custody, with the written permission of such parent or parents or other person.
3. Only the owners of a unit and those persons identified in paragraph 10(d) below may possess a key to the unit.
4. Excessive noise or odors, defined as that noise audible or odor present outside the leased premises, shall not be permitted.
5. Vehicle maintenance, including the changing of oil or other fluids, shall not be permitted on the condominium property.
6. Clothes lines and hanging of clothes on railings, garbage cans or other exterior structures shall not be maintained in a location visible from outside the individual units.
7. Owners of rental units, defined as non-owner occupied units, are required to maintain homeowners insurance insuring the full value of the rental unit.
8. Owners of rental units shall forward to the Association a damage deposit of four hundred dollars (\$400.00) per rental unit, payable to the Highlands Owners Association, Inc., for damage to the common and limited areas. This shall be an obligation of the owner and not any tenant. If an owner has not defaulted hereunder, then the deposit or any portion thereof not applied by the Association shall be refunded to the owner without interest upon termination of the unit's status as a rental unit or the transfer of ownership of the unit.
9. Owners shall give a copy of this amendment to tenants.
10. Owners of rental units shall, within ten (10) days of execution of the written lease required in paragraph 1 above, tender unto the Association the following:
  - a. An executed copy of the lease required in paragraph 1 above.
  - b. The four hundred dollar (\$400.00) damage deposit.
  - c. A copy of the homeowners policy referred to in paragraph 7 above.
  - d. The identities of all persons residing in the unit.
  - e. A signed statement of the owner that he and/or she has given a copy of this amendment to the tenants.



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These items shall be mailed to the Association at the following address:

The Highlands Owners Association  
810 West Highland Drive  
Unit 400  
Knoxville, Tennessee 37912

