

Greg Stewart
NAME ADDRESS
Centre Red Bay St 32902

AMENDMENT TO THE MASTER DEED AND BY-LAWS

OF

THE HIGHLANDS CONDOMINIUMS

THIS AMENDMENT is made and entered into this the 8 day of September, 1992 by The Highlands Owners Association, Inc. (hereafter "Association").

WHEREAS, the Master Deed of the Highlands Condominiums of record in Deed Book 1730, Page 699 in the Register of Deed's Office for Knox County, Tennessee provides that the Master Deed may be amended by the vote of a majority of the owners, cast at a meeting held in accordance with the By-Laws; and

WHEREAS, pursuant to By-Laws also 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 Master Deed and By-laws.

NOW, THEREFORE, the Master Deed of the Highlands Condominiums and By-Laws of the Association recorded in Deed Book 1730, Page 699 in the Register's Office for Knox County, Tennessee are hereby amended as follows:

1) Paragraph 12 of the Master Deed is amended to read as follows:

12. MAINTENANCE AND INSURANCE OF LIMITED COMMON ELEMENTS: Except as covered by insurance obtained by the Association, and the proceeds thereof, the owner of a unit shall be solely responsible for the maintenance, repair and replacement with comparable material of equal quality, all limited common elements appurtenant to his or her unit. Provided, however, that the association shall be responsible for the following:



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STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

a) maintenance, repair and replacement of the patios and upper decks;

b) painting of the exterior of doors to each unit;

c) maintenance, repair and replacement of any attachment or improvement made by an owner to his or her patio or upper deck, with the expense of said maintenance, repairs or improvements under this part c) being the responsibility of the affected owner.

The owner of a unit may obtain additional insurance on those limited common elements for his or her own interest.

2) Paragraph 14 of the Master Deed is amended to read as follows:

14. STRUCTURAL ALTERATIONS: Upon 2/3rds vote of the owners, after submission to them of detailed plans and specifications and a fixed price contract for the proposed work at a duly called meeting of the Association, the Association may be authorized to make or have structural alterations made in the general common elements, and/or limited common elements, provided, however, that any structural alteration of all or part of the limited common elements shall be uniform. No owner may make any alteration in the general common elements or structural alteration of his or her unit and/or the limited common elements appurtenant thereto without first having the plans and specifications therefore approved by the Association and depositing with said Association an amount of money sufficient, in the sole discretion of the Association to defray all costs of modifying this Master Deed and recording said modification, including attorney's fees.

Provided, further, that no unit owner shall make any changes or attachments to the exterior of any building, including patios and upper decks, unless the owner shall

a) have the plans and specifications for said changes or attachments approved in writing by 2/3rds of the owners or by a 2/3rds vote of the owners at a regular meeting of the Association or a special meeting called for that purpose; and

b) if said expenses are incurred, depositing with the Association an amount of money sufficient, in the sole discretion of the Association, to defray all costs of modifying this Master Deed and recording said modification, including attorney's fees.



3) The By-Laws of the Association are amended to include the following provisions:

RECORD REVIEW: All owners of units shall have the right to review the records of the Association, including the books, records and minutes of the Board of Directors and the Association, at reasonable times and places.

LATE PAYMENT OF MAINTENANCE FEE: The annual assessments (also referred to as Maintenance fees) shall be paid by the unit owners in calendar quarterly payments commencing on October 1, 1992 and continuing on each January 1, April 1, July 1, and October 1 thereafter. An additional fee will be assessed in the following manner for the late payment of these quarterly payments:

Payment after the tenth of the month in which the payment is due - \$15.00

Payment after the tenth of the following month - \$35.00

Payment after the tenth of the third month - \$60.00

Payment after the tenth of succeeding months - an additional \$25.00 per month

The Association will send a notice of delinquency to applicable unit owners after the tenth of the month in which the assessment is due. The failure of the Association to send such a notice shall not affect the amount of assessment owed or the date on which additional fees accrue. Unit owners will be responsible for attorneys fees and court costs incurred by the Association in collecting assessments.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed and its name to be signed hereto by its President and attested by its Secretary as of the date indicated above.

THE HIGHLANDS HOMEOWNERS ASSOCIATION, INC.

By:

Mary Lou Peters
President

ATTEST:

Margaret A. Brown
Secretary



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