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This Instrument Prepared By:
JACK W. PIPER, JR., Attorney
Suite 310, 550 W. Main Street
Knoxville, TN 37902

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR
MAR 05 2010

PHIL BALLARD
PC

AMENDMENT TO MASTER DEED OF
BETHANY SPRINGS CONDOMINIUMS

These amendments of the Master Deed of Bethany Springs Condominiums have been adopted effective the 26th day of February, 2009, by the affirmative vote of 75% or more of the homeowners within Bethany Springs Condominiums, which votes were cast at a meeting duly held in accordance with the requirements of the Master Deed and the By-Laws of Bethany Springs Condominiums Homeowners Association, Inc.

WITNESSETH:

WHEREAS, the Master Deed of Bethany Springs Condominiums has been previously recorded at Instrument No. 200505020086656 in the Register's Office for Knox County, Tennessee, to which Master Deed specific reference is hereby made, and;

WHEREAS, the Master Deed provides for amendment at Paragraph 21 therein, providing for any proposed amendment to be voted upon at a duly called meeting for that purpose in accordance with the By-Laws of Bethany Springs Condominiums Homeowners Association, Inc. and providing that any proposed amendment must receive an affirmative vote of not less than 75% of the homeowner's, and;

WHEREAS, the membership of homeowners of the Bethany Springs Condominiums Homeowners Association, Inc., met on February 26, 2009, at a specially called meeting in accordance with the By-Laws for the purpose of voting upon proposed amendments to the Master Deed, at Section 12, Section 18 (c), Section 18(h), Section 18(j), Section 18(m), each of which


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M. TAX: \$0.00 T. TAX: \$0.00
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proposed amendments were published and circulated among the Membership in compliance with the By-Laws, copies of which are attached hereto and marked Exhibits A, B, C, D, and E, and incorporated by reference, and;

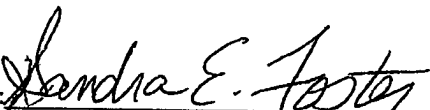
WHEREAS, each of the proposed amendments which have been marked Exhibits A, B, C, D, and E, received an affirmative vote of 75% or more of the votes of all homeowners and the amendments were duly adopted.

NOW, THEREFORE, the Bethany Springs Condominiums Homeowners Association, Inc., in accordance with the Master Deed and By-Laws of the Association, does hereby publish and declare the Master Deed of Bethany Springs Condominiums is hereby amended as specifically provided in Exhibits A, B, C, D, and E, which are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, acting by and through its designated officers, the Bethany Springs Condominiums Homeowners Association, Inc., has affixed its signature hereto.


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BETHANY SPRINGS CONDOMINIUMS
HOMEOWNERS ASSOCIATION, INC.

BY: 
Sandra E. Foster, President

BY: 
John Temple, Secretary

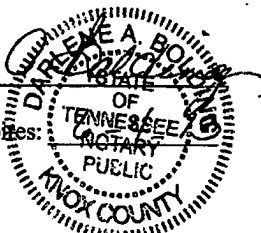
STATE OF TENNESSEE)

COUNTY OF KNOX)

) ss:
)

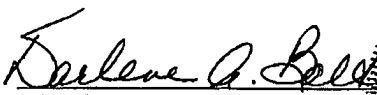
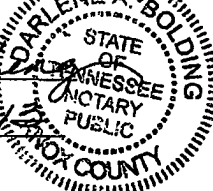
Before me, the undersigned of the state and county mentioned, personally appeared **Sandra E. Foster**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the President of Bethany Springs Condominiums Homeowners Association, Inc., the within named bargainor, and in said capacity, executed the foregoing instrument for the purpose therein contained, by personally signing as President of Bethany Springs Condominiums Homeowners' Association, Inc.

Witness my hand and seal this 26th day of January, 2010.


NOTARY PUBLIC
My Commission Expires: 6-4-13


Before me, the undersigned of the state and county mentioned, personally appeared **John Temple**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Secretary of Bethany Springs Condominiums Homeowners Association, Inc., the within named bargainor, and in said capacity, executed the foregoing instrument for the purpose therein contained, by personally signing as Secretary of Bethany Springs Condominiums Homeowners' Association, Inc.

Witness my hand and seal this 26th day of January, 2010.


NOTARY PUBLIC
My Commission Expires: 6-4-13


**Bethany Springs Condominium
Homeowners Association, Inc.**

**AMENDMENT TO THE
MASTER DEED
OF
BETHANY SPRINGS CONDOMINIUMS**

**Section 12
Pertaining to Alterations, Additions, or Improvements**

(For the purposes of clarification, we have amended section 12 to allow the Board to authorize alterations, additions or improvements to the Common or Limited Common Elements, as long as they are not expressly prohibited by other sections of the Master Deed.)

(The underlined and italicized section on page 2 has been added to the wording of the Master Deed and is what you will be voting on.)

(It will take a 75% approval of the entire membership to pass this amendment.)

WHEREAS, the Master Deed of the Bethany Springs Condominiums establishes that the property shall be administered by an Association of Homeowners known as The Bethany Springs Condominiums Homeowners Association, Inc, and referred to as the Association;

WHEREAS, the Association shall have, perform, and fulfill the powers, duties and responsibilities required under the Master Deed, and the By-Laws (of the Association) and the Tennessee Horizontal Property Act;

WHEREAS, the Association shall elect pursuant to the By-Laws, an Administrative Board to serve as the governing body of the Association;

WHEREAS, the Administrative Board has the power and authority, given to it in the Master Deed and the By-Laws, to call for a vote to amend the Master Deed and By-Laws;

WHEREAS, the Master deed states in the section designated Section 12 that no alteration of any Common Elements, or any addition or improvements thereto, shall be made by any Unit Owner without the prior written consent of the Board. Any Unit Owner may make non-structural alterations, additions or improvements within the Unit of the Unit Owner without the prior written approval of the Board, but such Unit Owner shall be responsible for any damages to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions, and improvements.


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Exhibit No. A
Master Deed

WHEREAS, as stated in #21 of the Master Deed, the Master Deed may be amended by the vote of seventy-five percent (75%) of the Homeowners, cast at a meeting duly held in accordance with the provisions of the By-Laws, provided that no material amendment to the Master Deed or to the By-Laws of the Homeowners Association, including, but not limited to, any amendment which would change the percentage interest of the unit owners in the Regime shall occur without the prior written approval of fifty-one (51%) percent of first mortgage lenders as described herein. No such amendment shall be effective until recorded in the Office of the Register of Deeds for the County wherein the Property is located. In no event may the Master Deed be amended so as to deprive the Developer of any rights that are granted or retained herein.

NOW, THEREFORE, BE IT RESOLVED that the Master Deed be amended by a seventy-five percent (75%) vote of the membership to read as follows:

The section designated Section 12 be amended to state the following:

12. ALTERATIONS, ADDITIONS OR IMPROVEMENTS. The Board, acting for and on behalf of the Association of Unit owners, may authorize an alteration, improvement or addition to the Common or Limited Common Elements so long as the alteration, improvement or addition is not prohibited by Section 18 (h) herein or some other provision of this Master Deed. No such alteration, addition or improvement, however, shall be made by any Unit Owner without the prior written consent of the Board. In the event that a Unit Owner makes some alteration, addition or improvement with or without the prior written consent of the Board, said Unit Owner shall be responsible for any damages that may be caused, in whole or in part, to the Common or Limited Common Elements as a result of the alteration, addition or improvement. Absent prior written consent, the Board may or may not permit such alterations, additions, or improvements to remain and also reserves the right to ratify them after the fact. If a Unit Owner makes any alterations, improvements, or additions without consent of the Board, the Board has the right to require said Unit Owner to return the property to its original condition and pay for any damage to the property limited or common elements. Any Unit Owner may make non-structural alterations, additions or improvements within the Unit of the Unit Owner without the prior written approval of the Board, but such Unit Owner shall be responsible for any damages to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions, and improvements.

Bethany Springs Condominium Homeowners Association, Inc. (BSCHOA)

Amendments to Master Deed.

Voted upon: February 26, 2009 during a specially called Membership Meeting


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**Bethany Springs Condominium
Homeowners Association, Inc.**



**AMENDMENT TO THE
MASTER DEED
OF
BETHANY SPRINGS CONDOMINIUMS**

Pertaining to Modification of Section 18 (c) Flags

(We have amended section 18 c to allow the display of an American flag by a Homeowner. Without the passage of this amendment, our Master Deed will remain in violation of Federal law.)

(The underlined italicized words are the changes that have been made that you will be voting on.)

(It will take a 75% approval of the membership to pass this amendment.)

WHEREAS, the Master Deed of the Bethany Springs Condominiums establishes that the property shall be administered by an Association of Homeowners known as The Bethany Springs Condominiums Homeowners Association, Inc, and referred to as the Association;

WHEREAS, the Association shall have, perform, and fulfill the powers, duties and responsibilities required under the Master Deed, and the By-Laws (of the Association) and the Tennessee Horizontal Property Act;

WHEREAS, the Association shall elect pursuant to the By-Laws, an Administrative Board to serve as the governing body of the Association;

WHEREAS, the Administrative Board has the power and authority, given to it in the Master Deed and the By-Laws, to call for a vote to amend the Master Deed and By-Laws;

WHEREAS, the Master deed states in the section designated Section 18 sub-section c.) **that no Homeowner shall hang garments, towels, rugs, flags, or similar objects from the windows, terraces, or from any of the facades of the Property, or upon any general or limited common elements of the Property.**

WHEREAS, as stated in #21 of the Master Deed, the Master Deed may be amended by the vote of seventy-five percent (75%) of the Homeowners, cast at a meeting duly held in accordance with the provisions of the By-Laws, provided that no material amendment to the Master Deed or to the By-Laws of the Homeowners Association, including, but not limited to, any amendment which would change the percentage interest of the unit owners in the Regime shall occur without the prior written approval of fifty-one (51%) percent of

Exhibit No. B
Master Deed

first mortgage lenders as described herein. No such amendment shall be effective until recorded in the Office of the Register of Deeds for the County wherein the Property is located. In no event may the Master Deed be amended so as to deprive the Developer of any rights that are granted or retained herein.

NOW, THEREFORE, BE IT RESOLVED that the Master Deed be amended by a seventy-five percent (75%) vote of the membership to read as follows:

The section designated Section 18 sub-section c be amended to state that no Homeowner shall hang garments, towels, rugs, flags, or similar objects from the windows, terraces, or from any of the facades of the Property, or upon any general or limited common elements of the Property, with the exception that a Homeowner may display an American flag on a small pole or stand, but not in the lawn area, and not attached to the outside of the condominium unit.

Bethany Springs Condominium Homeowners Association, Inc. (BSCHOA)
Amendments to Master Deed.

Voted-upon: February 26, 2009 during a specially called Membership Meeting



**Bethany Springs Condominium
Homeowners Association, Inc.**

**AMENDMENT TO THE
MASTER DEED
OF
BETHANY SPRINGS CONDOMINIUMS**

Pertaining to Modification of Section 18 (h)

(This amendment modifies Section 18 (h) so that certain actions by community members will be allowed, such as the building of porches or sunrooms, the erection of knee walls to surround patios, the installation of tile on the front porch, and other actions that have already been undertaken in the neighborhood. These exceptions by and large add to the attractiveness and value of our units, and have been requested in the past by unit owners. If this amendment is not passed, it is possible that the Board could be required to have unit owners remove any or all of these improvements.)

(The underlined and italicized section at the bottom of page 2 and page 3 have been added to the wording of the Master Deed and are what you will be voting on.)

(It will take a 75% approval of the entire membership to pass this amendment.)

WHEREAS, the Master Deed of the Bethany Springs Condominiums establishes that the property shall be administered by an Association of Homeowners known as The Bethany Springs Condominiums Homeowners Association, Inc, and referred to as the Association;

WHEREAS, the Association shall have, perform, and fulfill the powers, duties and responsibilities required under the Master Deed, and the By-Laws (of the Association) and the Tennessee Horizontal Property Act;

WHEREAS, the Association shall elect pursuant to the By-Laws, an Administrative Board to serve as the governing body of the Association;

WHEREAS, the Administrative Board has the power and authority, given to it in the Master Deed and the By-Laws, to call for a vote to amend the Master Deed and By-Laws;

WHEREAS, the Master Deed currently states in the section designated Section 18 subsection (h):

A homeowner may not erect or alter any building, wall, fence or other structure; prune any plants or trees; or do any landscaping other than the maintenance and preservation of the existing shrubs or bedding plants, except as specifically authorized herein. Each homeowner may make use of the flower beds adjacent to

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Exhibit No. C
Master Deed

his unit for the planting of flowers which are consistent with the landscaping designed by the Developer and/or Association, and which do not in any way detract from the overall appearance of the condominium. The Developer and/or Association specifically retain the right to review and require that any shrubs or flowers which are planted by an owner be removed, if in the opinion of the Board, the plants are not consistent with the landscaping in place and do not enhance the overall appearance. Each owner of a unit, consistent with this section, may utilize the plant beds and the area immediately adjacent to the porch and patio which is located immediately in front of and to the rear of the owners unit. These areas, however, are still considered a part of the common area and subject to supervision by the Association.

WHEREAS, as stated in Section 21 of the Master Deed, the Master Deed may be amended by the vote of seventy-five percent (75%) of the Homeowners, cast at a meeting duly held in accordance with the provisions of the By-Laws, provided that no material amendment to the Master Deed or to the By-Laws of the Homeowners Association, including, but not limited to, any amendment which would change the percentage interest of the unit owners in the Regime shall occur without the prior written approval of fifty-one (51%) percent of first mortgage lenders as described herein. No such amendment shall be effective until recorded in the Office of the Register of Deeds for the County wherein the Property is located. In no event may the Master Deed be amended so as to deprive the Developer of any rights that are granted or retained herein.

NOW, THEREFORE, BE IT RESOLVED that the Master Deed be amended by a seventy-five percent (75%) vote of the membership to read as follows:

The section designated Section 18 sub-section (h) be amended to state:

Except as specifically authorized within this document, and with the following stipulated exceptions, a homeowner shall not: erect or alter any building, wall, fence or other structure; prune any plants or trees belonging to the association; do any landscaping other than for the maintenance and preservation of the existing shrubs or bedding plants or for the implementation of Rules and Regulations which may from time to time be passed by the Association. The stipulated exceptions include: the enclosure of an existing patio to form a screened porch or sunroom; the addition of a patio; the erection of a knee wall to surround a patio; the erection of a partition or privacy fence between two adjacent patios; and the laying of tile on the front porch or patio. All of these stipulated exceptions require the written permission of the board, which includes the board's approval of the plans and the materials to be used. Each homeowner may make use of the flower beds adjacent to his unit for the planting of flowers and shrubs which are consistent with the landscaping designed by the Developer and/or Association, and which do not in any way detract from the overall appearance of the condominium. Shrubs and bushes may be added to the side and rear garden areas only, not to the front. The Developer and/or Association acting through its Board specifically retain the right to review and require that any shrubs or flowers which are

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planted by an owner be removed, if in the opinion of the Board, the plants are not consistent with the landscaping in place and do not enhance the overall appearance. Each owner of a unit, consistent with this section, may utilize the plant beds which are located immediately in front of, to the rear of, and at the side of the owners unit. These areas, however, are still considered a part of the common area and subject to prior written approval and written supervision by the Association acting through its Board. No unit owner may establish a garden at the side or rear of his/her unit without the express written consent of the board.

Bethany Springs Condominium Homeowners Association, Inc (BSCHOA)
Amendments to Master Deed.

Voted upon: February 26, 2009 during a specially called Membership Meeting



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**Bethany Springs Condominium
Homeowners Association, Inc.**

**AMENDMENT TO THE
MASTER DEED
OF
BETHANY SPRINGS CONDOMINIUMS**

Pertaining to Modification of Section 18 (j)

(This amendment modifies Section 18 (j) of the Master Deed which deals with wiring on the outside of a unit and with the installation of a satellite dish. We have amended the section to allow the Board to use its discretion when a unit owner petitions to have an auxiliary heating and air conditioning unit installed on the outside of the condo unit to help heat and cool the upstairs rooms. Several unit owners have requested this.

We have also amended the wording to allow for the installation of satellite dishes on the overhang portion of the roof. In some of the units, it is not possible to get a signal unless the dish is elevated to this level, and the Board agreed that placing the dish on a pole would be a problem to the landscapers when they are mowing the yards, and would also cause a problem with cables running up the outside of the units, which is prohibited in this section. Federal law allows for the installation of a TV dish up to one meter in diameter (approx. 39 inches), while our Master Deed currently allows only for a 20 inch maximum diameter. Federal law also forbids any action which would prevent a condo owner from receiving a satellite signal, so it seemed reasonable to allow the dishes to be placed on the eave. If this amendment does not pass, the Master Deed will not be in compliance with Federal Law and we could be at risk of a law suit)

(The underlined and italicized sections starting at the bottom of page 2 have been added to the wording of the Master Deed and are what you will be voting on.)

(It will take a 75% approval of the entire membership to pass this amendment.)

WHEREAS, the Master Deed of the Bethany Springs Condominiums establishes that the property shall be administered by an Association of Homeowners known as The Bethany Springs Condominiums Homeowners Association, Inc. and referred to as the Association;

WHEREAS, the Association shall have, perform, and fulfill the powers, duties and responsibilities required under the Master Deed, and the By-Laws (of the Association) and the Tennessee Horizontal Property Act;

WHEREAS, the Association shall elect pursuant to the By-Laws, an Administrative

Exhibit No. D
Master Deed



Board to serve as the governing body of the Association;

WHEREAS, the Administrative Board has the power and authority, given to it in the Master Deed and the By-Laws, to call for a vote to amend the Master Deed and By-Laws;

WHEREAS, the Master Deed currently states in the section designated Section 18 subsection (j):

A homeowner may not install wiring for electrical or telephone installation, television and radio dishes or antennas, machines or air conditioning units or similar objects outside his condominium unit. Radio and television antenna or other similar devices shall not be permitted to be installed or maintained on the general or limited common area, absent specific authorization by the Association. In general, subject to review by the Developer or the Association for approval, the installation of a satellite dish not exceeding 20" in diameter will be permitted to be maintained on the limited common area or on the general common area immediately adjacent to the condominium unit, so long as the satellite dish is located to the rear of the condominium unit, the height at which the dish is located does not create an unsightly appearance and the unit owner is otherwise willing to take steps that may be requested by the Developer or the Association to minimize the presence of the satellite dish, such as locating the dish closer to the structure, concealing it with landscaping, and limiting the height of any post installed upon which the dish would be situated.

WHEREAS, as stated in Section 21 of the Master Deed, the Master Deed may be amended by the vote of seventy-five percent (75%) of the Homeowners, cast at a meeting duly held in accordance with the provisions of the By-Laws, provided that no material amendment to the Master Deed or to the By-Laws of the Homeowners Association, including, but not limited to, any amendment which would change the percentage interest of the unit owners in the Regime shall occur without the prior written approval of fifty-one (51%) percent of first mortgage lenders as described herein. No such amendment shall be effective until recorded in the Office of the Register of Deeds for the County wherein the Property is located. In no event may the Master Deed be amended so as to deprive the Developer of any rights that are granted or retained herein.

NOW, THEREFORE, BE IT RESOLVED that the Master Deed be amended by a seventy-five percent (75%) vote of the membership to read as follows:

The section designated Section 18 sub-section (j) be amended to state:

A homeowner may not install wiring for electrical or telephone installation, television and radio dishes or antennas, machines or air conditioning units or similar objects outside his condominium unit without the specific written authorization of the Board. Radio and television antenna or other similar devices shall not be permitted to be installed or maintained on the general or limited

common area, absent specific authorization by the Association *acting through its Board*. In general, subject to review by the Developer or *the Board of the Association for approval*, the installation of a satellite dish not exceeding *one meter* in diameter *(or whatever diameter is allowed at the time by federal regulation)* will be permitted to be maintained on *the grounds of* the general common area immediately adjacent to the limited common area, *or on the overhang (eave) portion of the roof (not on the portion that covers the attic)* so long as the satellite dish is located to the rear of the condominium unit, the height at which the dish is located does not create an unsightly appearance and the unit owner is otherwise willing to take steps that may be requested by the Developer or the Association to minimize the presence of the satellite dish, such as locating the dish closer to the structure, concealing it with landscaping, and limiting the height of any post installed upon which the dish would be situated. *Any damage to the structure resulting from the installation of the dish will be the sole responsibility of the unit owner to repair to the satisfaction of the Board.*

Bethany Springs Condominium Homeowners Association, Inc (BSCHOA)
Amendments to Master Deed.

Voted upon: February 26, 2009 during a specially called Membership Meeting


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**Bethany Springs Condominium
Homeowners Association, Inc.**



**AMENDMENT TO THE
MASTER DEED
OF
BETHANY SPRINGS CONDOMINIUMS**

**Pertaining to Parking
Section 18 (m)**

(We have amended the parking rules to conform more closely to the parking realities in our neighborhood.)

(The underlined italicized section has been changed and is the section that you will be voting on.)

(It will take a 75% approval of the membership to pass this amendment.)

WHEREAS, the Master Deed of the Bethany Springs Condominiums establishes that the property shall be administered by an Association of Homeowners known as The Bethany Springs Condominiums Homeowners Association, Inc. and referred to as the Association;

WHEREAS, the Association shall have, perform, and fulfill the powers, duties and responsibilities required under the Master Deed, and the By-Laws (of the Association) and the Tennessee Horizontal Property Act;

WHEREAS, the Association shall elect pursuant to the By-Laws, an Administrative Board to serve as the governing body of the Association;

WHEREAS, the Administrative Board has the power and authority, given to it in the Master Deed and the By-Laws, to call for a vote to amend the Master Deed and By-Laws;

WHEREAS, the Master deed states in the section designated Section 18 sub-section m.) that no Homeowner shall park "on the street" any vehicles of any type whatsoever. All vehicles of a unit owner or guest are to be parked in the driveway of the owner's unit. No homeowner shall store any inoperable vehicle of any type on the driveway or any part of the common area.

WHEREAS, as stated in #21 of the Master Deed, the Master Deed may be amended by the vote of seventy-five percent (75%) of the Homeowners, cast at a meeting duly held in accordance with the provisions of the By-Laws, provided that no material amendment to the Master Deed or to the By-Laws of the Homeowners Association, including, but not

Exhibit No. E
Master Deed

limited to, any amendment which would change the percentage interest of the unit owners in the Regime shall occur without the prior written approval of fifty-one (51%) percent of first mortgage lenders as described herein. No such amendment shall be effective until recorded in the Office of the Register of Deeds for the County wherein the Property is located. In no event may the Master Deed be amended so as to deprive the Developer of any rights that are granted or retained herein.

NOW, THEREFORE, BE IT RESOLVED that the Master Deed be amended by a seventy-five percent (75%) vote of the membership to read as follows:

The section designated Section 18 sub-section (m) be amended to state:

All vehicles of a unit owner or guest are to be parked in the driveway of the owner's unit whenever possible. Should it be necessary to park a vehicle in the street, the vehicle should be parked in the direction of traffic and in a location that does not block access to another driveway or prevent routine mail delivery. No homeowner shall store any inoperable vehicle of any type on the driveway or any part of the common or limited common area. The Board may, as a last resort, order the towing of vehicles violating these provisions, AT THE OWNER'S EXPENSE.

Bethany Springs Condominium Homeowners Association, Inc. (BSCHOA)
Amendments to Master Deed.

Voted upon: February 26, 2009 during a specially called Membership Meeting