

This Instrument Prepared By:
Edward L. Summers, Attorney
5401 Kingston Pike, Suite 130
Knoxville, Tennessee 37919

Nick McBride
Register of Deeds
Knox County

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

These amendments to the Master Deed of Bethany Springs Condominiums have been adopted effective the 6th day of December, 2018, 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:

THAT WHEREAS, the Master Deed of Bethany Springs Condominiums was recorded as 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 homeowners, and;

WHEREAS, the membership of homeowners of Bethany Springs Condominiums Homeowners Association, Inc. met on December 6, 2018, at a specially called meeting in accordance with the By-Laws for the purpose of voting upon proposed amendments to the Master Deed as Section 18(e), Section 18(j), and Section 18(k), each of which proposed


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RECORD FEE: \$47.00
M. TAX: \$0.00 T. TAX: \$0.00
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amendments were published and circulated among the Membership in compliance with the By-Laws, copies of such Amendments being attached hereto and marked Exhibits A, B, and C, which are incorporated herein by reference the same as if quoted verbatim; and

WHEREAS, each of the proposed amendments marked as Exhibits A, B, and C 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 Condominium 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, and C, which are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Bethany Springs Condominiums Homeowners Association, Inc.'s designated officers have affixed their signatures hereto.

BETHANY SPRINGS CONDOMINIUMS
HOMEOWNERS ASSOCIATION, INC.

By: _____

President

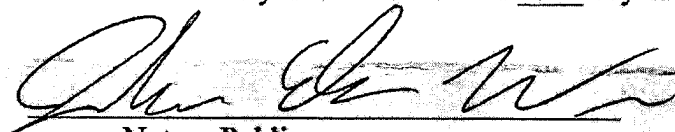
ATTEST:

Dee Smith
Secretary

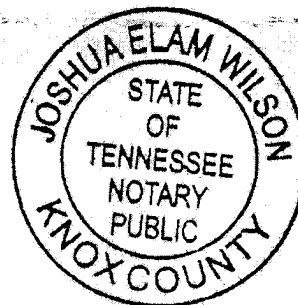
STATE OF TENNESSEE)
)ss
COUNTY OF KNOX)

Before me, the undersigned of the state and county mentioned, personally appeared RANDY PALMER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to the President of Bethany Springs Condominium Homeowners Association, Inc., the within named bargainor, and in said capacity, executed the foregoing instrument for the purposes therein contained, by personally signing as President of Bethany Springs Condominium Homeowners Association, Inc.

Witness my hand and seal this 14th day of December, 2018.


Notary Public

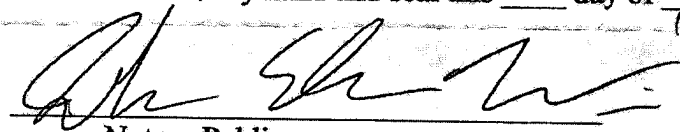
My Commission Expires: 9-5-2022



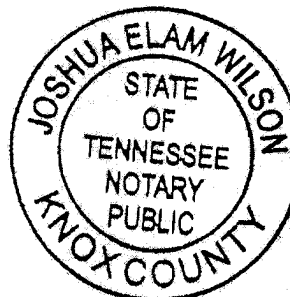
STATE OF TENNESSEE)
)ss
COUNTY OF KNOX)

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

Witness my hand and seal this 14th day of December, 2018.


Notary Public

My Commission Expires: 9-5-2022



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"A"

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

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

**Section 18
Pertaining to Renting or Leasing Units**

The Administrative Board of Bethany Springs Condominiums Homeowners Association, Inc. has recommended amending Section 18(k) of the Master Deed by deleting the present Section 18(k) in its entirety and substituting in lieu thereof language which will further restrict renting or leasing of condominium units, as defined in Section 6 of the Master Deed.

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 Association, Inc., and referred to as the "Association"; and

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; and

WHEREAS, pursuant to the Master Deed and the By-Laws, the Administrative Board (Board of Directors) of the Association has the power and authority to call for a vote to amend the Master Deed and By-Laws; and

WHEREAS, the Master Deed presently provides, in Section 18 (k), the following:

- ~~(k)~~ Rent or lease his condominium unit for transient or hotel purposes or in any event for any period of less than twelve (12) months. Any lease or rental agreement for a condominium unit must be in writing and must be subject to the requirement of this Master Deed and the Association's By-Laws.

NOW, THEREFORE, BE IT RESOLVED that the Master Deed be amended to delete the present Section 18 (k), quoted above, and substituting in lieu thereof, the following:

- (k) It is the intent of the homeowners that condominium units shall be owner occupied. Therefore, the lease or rental of condominium units is strictly prohibited. The sale of units under a

lease/purchase agreement is also prohibited. Units currently being leased at the time of the adoption of this Amendment shall be grandfathered such that the current owner may continue to lease the units. However, no future owner of the property may lease or rent the units, nor may any unit be leased or rented by a current owner who no longer occupies the unit as his or her principal residence.

Bethany Springs Condominium Homeowners Association, Inc.'s Proposed Amendment to Master Deed to be voted upon at a specially called Membership Meeting at 7 p.m. on December 10, 2018.

"B"

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

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

**Section 18
Pertaining to Satellite or Television Dishes**

The Administrative Board of Bethany Springs Condominium Homeowners Association, Inc. has recommended amending Section 18(j) of the Master Deed by adding certain language to the present Section 18(j) which will further govern satellite or television dishes.

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 Association, Inc., and referred to as the "Association"; and

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

WHEREAS, pursuant to the Master Deed and the By-Laws, the Administrative Board (Board of Directors) of the Association has the power and authority to call for a vote to amend the Master Deed and By-Laws; and

NOW, THEREFORE, BE IT RESOLVED that the Master Deed be amended to add to the present Section 18(j), the language appearing in bold print, causing the new Section 18(j) to read as follows:

(j) Install wiring for electrical or telephone installations, televisions and radio dishes or antennas, machines or air conditioning units or other 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 limited common area 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. No more than one (1) television or satellite dish may be installed on each unit. When terminating a television dish or cable service, or changing services, the old dish must be removed. The unit owner shall be responsible for any and all repairs to the roof and building caused by the installation and/or removal of such dishes.

Bethany Springs Condominium Homeowners Association, Inc.'s Proposed Amendment to Master Deed to be voted upon at a specially called Membership Meeting at 7 p.m. on December 6, 2018.



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

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

**Section 18
Pertaining to Garbage or Trashcans**

The Administrative Board of Bethany Springs Condominiums has recommended amending Section 18(e) of the Master Deed by adding thereto language which will further govern the use of garbage or trashcans.

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 Association, Inc., and referred to as the "Association"; and

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

WHEREAS, pursuant to the Master Deed and the By-Laws, the Administrative Board of the Association has the power and authority to call for a vote to amend the Master Deed and By-Laws; and

WHEREAS, the Master Deed presently provides, in Section 18 (e), the following:

- (e) Place garbage and trashcans on the general common elements except at such place as designated for collection.

NOW, THEREFORE, BE IT RESOLVED that the Master Deed be amended to delete the present Section 18 (e), quoted above, and substituting in lieu thereof, the following:

- (e) Place garbage and trashcans on the general common elements except at such place as designated for collection. Garbage and trashcans must be stored within the garage. They may be placed on the edge of the driveway on the day of collection, and shall be returned to the garage by 7:00 p.m. after collection.

Bethany Springs Condominium Homeowners Association, Inc.'s Proposed
Amendment to Master Deed to be voted upon at a specially called Membership
Meeting at 7 p.m. on December 16, 2018.

