

Sumner

Per TCA § 66-24-115
Prepared By:

WALTER LEE DAVIS, JR., P.C.
Attorneys at Law
121 East Unaka Avenue
Johnson City, TN 37601-4697
Phone (423) 929-7000
Fax (423) 926-3991

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STATE OF TENNESSEE
COUNTY OF WASHINGTON

**SECOND AMENDMENT TO MASTER
DEED AND THIRD AMENDMENT TO
BY-LAWS OF LIMITED EDITION
CONDOMINIUMS**

THIS SECOND AMENDMENT TO MASTER DEED AND THIRD AMENDMENT TO BY-LAWS OF LIMITED EDITION CONDOMINIUMS (the "Amendment"), approved by the owners of at least two-thirds (2/3) of the Thirty-three (33) Condominium Units in Limited Edition Condominiums;

WITNESSETH:

WHEREAS, a Master Deed Establishing Horizontal Property Regime, Limited Edition Condominiums ("Master Deed"), establishing Limited Edition Condominiums dated July 15, 1988, was recorded in Deed Book 660, Page 639-703, in the Washington County, Tennessee, Register of Deeds' Office at Jonesborough, Tennessee, on July 22, 1988, at 8:05 A.M.; and

WHEREAS, the Master Deed and By-Laws have been supplemented and amended by the following, all recorded in the Washington County, Tennessee, Register of Deeds' Office at Jonesborough, Tennessee:

Document

Recording Information

First Supplemental Declaration to Master Deed Establishing Horizontal Property Regime, Limited Edition Condominiums, dated September 7, 1988

Deed Book 663, Page 29-33,
September 8, 1988 at 8:40 a.m.

Second Supplemental Declaration to Master Deed Establishing Horizontal Property Regime, Limited Edition Condominiums, dated August 7, 1989

Deed Book 677, Page 622-626
August 9, 1989 at 12:15 p.m.

Amendment to Second Supplemental Declaration to Master Deed Establishing Horizontal Property Regime, Limited Edition Condominiums, dated May 10, 1990

Deed Book 689, Page 395-398
May 24, 1990 at 4:45 p.m.

Third Supplemental Declaration to Master Deed Establishing Horizontal Property Regime, Limited Edition Condominiums, dated November 26, 1990

Deed Book 699, Page 283-288
November 29, 1990 at 3:30 p.m.

Fourth Supplemental Declaration to Master Deed Establishing Horizontal Property Regime, Limited Edition Condominiums, dated November 29, 1991	Roll 3, Image 1681-1685 December 2, 1991 at 4:00 p.m.
Amendment to Master Deed, Limited Edition Condominiums, dated January 16, 1995	Roll 65, Image 2593-2615 January 31, 1995 at 2:55 p.m.
Amendment to By-Laws, Limited Edition Condominiums, dated July 14, 1994	Roll 66, Image 979 February 8, 1995 at 1:05 p.m.
Amendment to By-Laws, Limited Edition Condominiums, dated January 16, 1995	Roll 66, Image 981 February 8, 1995 at 1:05 p.m.

WHEREAS, the Master Deed provides on pages 5-6, in Article I (Establishing of Horizontal Property Regime), section (f) (Owners to Comply with Master Deed and By-Laws):

Each owner, his personal representatives, heirs and assigns shall, at all times, comply with the provisions and requirements of this Master Deed, with the By-Laws hereinafter set forth and all amendments thereof. . . .

WHEREAS, the Master Deed provides on page 23, in Article XIII (Restrictive Covenants), section (r):

Each co-owner shall comply with the provisions and requirements of this **Master Deed** (emphasis added), including the administrative By-laws attached hereto, the decisions and resolutions of the Council of Co-Owners and of the Board of Administration and with reasonable rules and regulations adopted from time to time by the Board of Administration for the common comfort, safety, convenience and protection of the co-owners in their use and enjoyment of their units and of the common elements and adopted for the orderly administration of the condominium project and of the condominium buildings **and with all amendments thereof** (emphasis added).

WHEREAS, the By-Laws, attached as Exhibit E to the Master Deed, provide in Article II, Section 10:

The Council of Co-Owners may, at any duly called, held and convened meeting, modify or amend the system of administration of Limited Edition **and** (emphasis added) these By-Laws for the administration of Limited Edition by the affirmative vote of co-owners representing at least two-thirds (2/3) of the total units in Limited Edition. . . . No such modification or amendment of a system of administration **or** (emphasis added) of these By-Laws shall be operative unless and until it is embodied in a written instrument and is recorded in the Register's Office for Washington County, Tennessee, in the same manner as was the Master Deed and these original By-laws which are a part of the said Master Deed.

WHEREAS, at least two-thirds (2/3) of the Unit Owners desire to amend the Master Deed in order to correct the following:

- (1) a Master Deed provision violating federal law, and

- (2) certain conflicts between provisions of the Master Deed and practically and/or legally irreversible conditions existing on the Condominium property; and

WHEREAS, at least two-thirds (2/3) of the Unit Owners desire to amend the By-Laws as set forth herein; and

WHEREAS, since there are thirty-three (33) Units in Limited Edition Condominiums, two-thirds (2/3) of that number is twenty-two (22); and

WHEREAS, this Amendment was adopted by twenty-two (22) or more of the Co-Owners at their meeting held on July 30, 2007; then

THEREFORE, the Condominium Unit Owners hereby adopt the following amendments:

1. Antennas, Satellite Dishes. The language of Article XIII (Restrictive Covenants), Section (m), of the Master Deed is deleted and replaced with the following language:

(m) Only the following exterior antennas are allowed on the Limited Edition condominium property, and upon any structure situated upon said property:

- (1) a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite; or
- (2) an antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; or
- (3) an antenna that is designed to receive local television broadcast signals (masts higher than 12 feet above the roof line may be subject to local permitting requirements, for safety purposes only), which may be mounted on masts to reach the height needed to receive or transmit an acceptable quality signal.

So long as it does not unreasonably delay or prevent the use of the antenna, unreasonably increase the cost of the antenna, or preclude a person from receiving or transmitting an acceptable quality signal, antennas shall not be visible from the front of the Unit. (47 CFR § 1.400).

All approved satellite dishes which are attached in the above approved manner shall be in good, working order at all times. Any satellite dish which is not operational, or is deemed to be a possible hazard to others on the Limited Edition condominium property shall be removed by the Unit Owner who installed the same or his successor in title upon thirty (30) days notice by the Board. If such satellite dish is not removed within the thirty (30) days, then the Board may remove, or have removed, said dish at the Unit Owner's expense and said removal cost will be a lien upon said Unit Owner's Unit.

Any damage to a Unit or any Common Element caused by the installation or removal of a satellite dish is the sole responsibility of the Unit Owner whose Unit the satellite dish was servicing. All damage should be fixed immediately. All damage must be fixed within thirty (30) days of notice to the Unit Owner by the Board. If such damage is not fixed within the thirty (30) days from the notice given by the Board, then, the Board may fix, or have fixed, the damage at the Unit Owner's expense and said repair cost shall become a lien upon said Unit Owner's Unit. When any satellite is removed, the Unit Owner is responsible for repairing the Unit to its pre-installation condition.

If a provision of the original Master Deed, By-Laws, or the prior amendments to the Master Deed is in direct conflict with any provision of this Amendment, this Amendment shall control.

2. Definition of Unit. The following definition of Unit shall be added to the Master Deed for purposes of clarification, and shall control in the event of any conflicting definition in the Master Deed:

"Unit" shall include the following items, the maintenance of which are the responsibility of the individual Unit owner:

- (1) all enclosed cubicles of space dedicated to the exclusive use of the Owner;
- (2) the interior surfaces of the walls and ceilings and down to the lowest surface of the unfinished subfloor;
- (3) all portions of any patio or deck affixed to the rest of the Unit to the extent the parameters of such patios or decks have been approved by the Board (For purposes of this amendment, the parameters of all existing patios and decks, as of the date of this amendment, shall be deemed approved by the Board and part of the Unit to which it is attached.);
- (4) open spaces above the patios and decks;
- (5) all hot water heaters, heating units, and cooling units, whether such is located inside or outside of the Unit; and
- (6) all exterior windows (frames and glass).

For purposes of clarification, the following common or limited common areas, as well as all other common or limited common areas, **are not part of a Unit**:

- (1) foundations, attics, ridge vents, crawlspaces, driveways, walkways, entrances, and any surface of any doors visible from the outside, or
- (2) landscaped garden areas, even if the Unit Owner is responsible for the maintenance of the garden area due to a Board resolution, pursuant to its authority under the Master Deed, Article XIII(f), p.18.

If a provision of the original Master Deed, By-Laws, or the prior amendments to the Master Deed is in direct conflict with any provision of this Amendment, this Amendment shall control.

3. No Private Streets. The streets in the Limited Edition condominiums area are no longer private streets, as they were accepted as public streets by the City of Johnson City by agreement between the Condominium Unit Owners and the City, as is reflected in the Minutes of the City Council dated November 19, 1998, recorded in the Washington County, Tennessee, Register of Deeds' Office at Jonesborough, Tennessee, on Roll 193, Images 2572-2582, on March 10, 2000, at 10:48 a.m. The agreement was unanimously approved, as reflected in the Minutes of the Association dated December 1, 1998. Therefore, the aforesaid actions and recorded documents declaring the streets of Limited Edition to be public city streets are hereby ratified as of the date of the recording, and the Master Deed and all plats are hereby officially amended to reflect that the streets in Limited Edition are public streets.

If a provision of the original Master Deed, By-Laws, or the prior amendments to the Master Deed is in direct conflict with any provision of this Amendment, this Amendment shall control.

4. Undeveloped Land is Common Area. The undeveloped land designated as Units 58, 9 and 11, and the accompanying common area ("Undeveloped Land"), acquired by the Association pursuant to Warranty Deed by and between Walter E. Tittle, Sr. and Walter E. Tittle, Jr., Parties of the First Part, Limited Edition Condominium Owners Association, Inc., Party of the Second Part, Tittle and Tittle, a Tennessee General Partnership, Party of the Third Part, and Tittle Construction Co., Inc., Party of the Fourth Part, dated February 6, 1995, recorded in the Washington County, Tennessee, Register

of Deeds' Office at Jonesborough, Tennessee, on Roll 66, Images 1175-1178, on February 9, 1995, at 12:10 p.m., has consistently been used as common area by the Association members, and treated as common area by the local taxing authorities, notwithstanding language in said Warranty Deed stating that it was the "intent of the parties (t)hereto that the said sites shall not become part and parcel of the common area of the Limited Edition Condominium development but shall remain separate unit sites for development."

Because of the aforesaid past consistent use and treatment of the Undeveloped Land; and, because the Association Members neither desire nor anticipate acquiring the ability or authority to possess or borrow funds to build Units on said Undeveloped Land; and, because of the location of the Undeveloped Land and information received by the Board, the Board believes that such Undeveloped Land cannot be feasibly developed for use as Units; therefore, the Master Deed and all Plats and other documents reflecting Units 58, 9 and 11 are hereby amended to reflect that the Undeveloped Land is common area of Limited Edition condominiums.

If a provision of the original Master Deed, By-Laws, or the prior amendments to the Master Deed is in direct conflict with any provision of this Amendment, this Amendment shall control.

5. Insurance Policy Clarification. The following language shall be added, as a separate paragraph, inserted into the By-Laws, Article VII (Insurance), Section 3. (Coverage), Subsection A. (Casualty), at the bottom of that subsection:

The Condominium Owners' Association Insurance Casualty/Liability Policy provided by the Condominium Owners Association will cover the following in the event of damage to an individual unit:

Replacement or repair of damage to the structure, and all improvements and additions thereto, including all components of the inside and outside walls and all original or replaced installed fixtures, to the extent provided below. Installed fixtures include flooring, floor covering, wall covering, cabinets, kitchen and bath fixtures, and other standard fixtures. Such coverage is limited to the value of repairs or replacements which would result in returning covered items to a state equal in quality to the quality of such items that existed when the unit was new.

If a provision of the original Master Deed, By-Laws, or the prior amendments to the Master Deed is in direct conflict with any provision of this Amendment, this Amendment shall control.

6. Annual Meeting Information. The language after the heading in the By-Laws, Article II (Meetings and Voting Rights of Co-Owners), Section 5. (Annual Meetings), shall be deleted and the following language shall be inserted:

Beginning in 2008, the annual meeting of the Council of Co-Owners shall be held on the second Monday of July at 7:00 p.m. at a meeting room in the Johnson City Public Library, 100 West Millard Street, Johnson City, Tennessee, 37604, for the purpose of electing a Board of Administration and of transacting any other business authorized to be transacted by the members.

If a provision of the original Master Deed, By-Laws, or the prior amendments to the Master Deed is in direct conflict with any provision of this Amendment, this Amendment shall control.

7. Board Members: Number and Terms. The first sentence of the By-Laws, Article III (Board of Administration), Section 1 and all of Section 4, shall be deleted, and the following language shall be inserted:

Section 1. Limited Edition, its business and affairs of the common elements therein, shall be administered by a Board of Administration consisting of six (6) persons. The Board Members shall be divided into three (3) equal groups of two (2), and their terms shall be staggered, electing one new group of Board Members each year.

Section 4. Term. Each Board Member shall serve for a period of three (3) years and until the Board Member's successor has been elected.

For purposes of implementing the above two amendments relating to number and terms of Board Members, in the year 2007, six (6) new Board Members shall be elected, two (2) for a one-year term, two (2) for a two-year term, and two (2) for a three-year term. Every year thereafter, two (2) new Board Members will be elected, to serve three-year terms, at each annual meeting.

If a provision of the original Master Deed, By-Laws, or the prior amendments to the Master Deed is in direct conflict with any provision of this Amendment, this Amendment shall control.

8. Board Members: No consecutive terms. The Bylaws, Article III, Section 4, as amended by the Amendment to By-Laws, Limited Edition Condominiums, dated July 14, 1994, recorded in the Washington County, Tennessee, Register of Deeds' Office, Roll 66, Image 979, on February 8, 1995, at 1:05 p.m., shall be deleted, and the following language shall be inserted:

Section 4. Members of the Board of Administration shall not be allowed to serve consecutive terms. However, former Board Members will be eligible for reelection to another term on the Board of Administration one year after they have completed their last term of service on the Board.

If a provision of the original Master Deed, By-Laws, or the prior amendments to the Master Deed is in direct conflict with any provision of this Amendment, this Amendment shall control.

9. Vacancies on the Board of Administration. The language of the By-Laws, Article III (Board of Administration), Section 3 (Vacancies) shall be deleted, and the following language shall be inserted:

In the event of a vacancy on the Board of Administration, the remaining Board Members shall appoint an interim Board Member to serve for the unexpired term of the Board Member who vacated the office, except in the case of removal of a Board Member by the vote of co-owners as set forth in Section 12. In the event of removal by the vote of co-owners, the vacancy shall be filled in the manner provided in Section 12.

If a provision of the original Master Deed, By-Laws, or the prior amendments to the Master Deed is in direct conflict with any provision of this Amendment, this Amendment shall control.

10. Deletion of term "regular meetings". The By-Laws, Article III (Board of Administration), Section 6 (Regular Meetings) does not set a date, time and place for regular meetings. In order to comply with TCA 48-58-201(a), which defines "regular meetings" as those for which the date, time and place is set in the By-Laws, the word "regular" in Section 6 shall be deleted in all instances it is used in that section, and the word "periodic" shall be substituted.

If a provision of the original Master Deed, By-Laws, or the prior amendments to the Master Deed is in direct conflict with any provision of this Amendment, this Amendment shall control.

EXECUTED as of July 30, 2007.

LIMITED EDITION CONDOMINIUM OWNERS ASSOCIATION, INC.

Mary Chaplin
By: Mary Chaplin, President

ATTEST:

Lissie Turnage
By: Lissie Turnage, Secretary

STATE OF TENNESSEE ACKNOWLEDGMENT
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Mary Chaplin, with whom I am personally acquainted or who was proved on the basis of satisfactory evidence to me to be the person who executed the foregoing instrument and who, being by me duly sworn, acknowledged, under oath, that she is the President of Limited Edition Condominium Owners Association, Inc. ("Association"), a Tennessee nonprofit corporation, the within named bargainer; that she is authorized and empowered by said Association to execute the foregoing instrument on behalf of and as the act and deed of said Association; that she did so execute this instrument by signing the name of said Association by herself as such officer; and that she did so for the purposes therein contained as the free act and deed of said Association.

WITNESS MY HAND AND OFFICIAL SEAL at office in said State and County, this the 31st day of July, 2007.

Wanda S. Pierce
NOTARY PUBLIC

My commission expires: Sept. 1, 2010

