

This instrument was prepared by:
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**SEVENTH AMENDMENT TO MASTER DEED OF
ENGLISH MOUNTAIN CONDOMINIUM**

This Seventh Amendment to Master Deed of English Mountain Condominiums (“Amendment”) is hereby amended as set forth below on this the ____ day of _____, 2024.

WITNESSETH:

THAT WHEREAS, the English Mountain Condominiums were established by a Master Deed recorded originally in the Register of Deeds Office for Sevier County, Tennessee, at Deed Book 262, Page 67 (“Master Deed”) as subsequently amended; and

WHEREAS, there have been multiple subsequent amendments to the Master Deed, but none have affected Article VII, Amendment to Master Deed, which provides that the Master Deed may be amended by affirmative vote of the owners owning not less than 2/3rds of the apartments; and

WHEREAS, all amendments to the Master Deed shall be recorded and certified; and

WHEREAS, the apartment owners have determined that further amendment to the Master Deed was necessary as set forth below; and

WHEREAS, the Master Deed called for the formation of English Mountain Condominium Association, Inc. (“Association”) which is a Tennessee not-for-profit corporation and is the condominium association for English Mountain Condominiums with duly elected officers; and

WHEREAS, a vote on written ballot was conducted pursuant to Tenn. Code Ann. § 48-57-108 with quorum achieved and the members participating approved the Amendment to the

Master Deed by a 2/3 vote of all of the apartments with one vote per apartment; and

WHEREAS, a certificate of the Secretary of the Association documenting said mail in ballot vote is attached hereto as **Exhibit A**; and

WHEREFORE, the Master Deed as amended is further amended as follows:

1. Article II, Definitions is hereby amended as follows:

There shall be a new definition for Cabin as follows:

O. "Cabin" means the Residential Unit shown on the plat as amended and as attached hereto as Exhibit B as being the Cabin. While owned by the Association, the cabin shall be a common element; however, apartment owners and Association members shall not have an easement to use the Cabin or go in to the Cabin except as permitted by the Board. The Cabin shall be initially owned by the Association with Rules and Regulations and operating procedures relating thereto being established by the Board of Directors. Subsequently, the Cabin may be sold by the Association's Board as an additional apartment in the condominiums. At that time, the Cabin will become an apartment just like the other apartments in the condominium regime. The Cabin may be rented out by the Board in order to create additional income for the Association while it is owned by the Association. All expenses related to the Cabin while it is owned by the Association shall be common expenses. Income from the rental of the Cabin will go to the Association as revenue.

2. In Article III there shall be an addition to Subsection G which states as follows at the end of the existing language:

G. ...The Cabin may be rented out to third parties, and this use will not be considered in violation of this provision.

3. Article VI, Subsection B is hereby amended in that **Exhibit 2** will include a revised sketch plan to show the Cabin as a separate Residential Unit as shown on **Exhibit B** hereto. Other than adding the Cabin, the plats and plans that are Exhibit 2 will remain the same.

4. In Article VII, Subsection B the following language will be added at the end of the existing language:

B. ...The addition of the Cabin will not change the share of General and Limited Common Elements appurtenant to each apartment currently while the Cabin is owned by the Association, but if the

Cabin is sold to a third-party, the share of the General and Limited Common Elements appurtenant to the Apartment will be adjusted based on the actual number of Condominium Units then in existence with each apartment, including the Cabin, having equal share of the General and Limited Common Elements.

5. In Article VII, Subsection C there shall be additional language added as follows:

C. ...The Owner of the Cabin will not be entitled to a vote unless and until the Cabin is sold to a third-party other than the Association at which time it will be an apartment like all others pursuant to this Master Deed.

6. Article IX, Subsection B, a new Section is hereby added as follows:

The Board has the power to adopt reasonable Rules and Regulations and operating procedures relating to the Cabin and to provide for the rental or sale thereof.

7. Article XIII, Assessments; Liability; Lien and Priority; Interest; Collections Subsection C will be amended with the current language repealed and replaced as follows:

C. Assessments and installments thereon not paid within ten (10) days of when due will bear simple interest from the date when due until paid at a rate of 18% simple interest. Payments shall be applied to interest first and then to principal. The Association shall furnish to the mortgagee of any apartment, upon its written request, written notification of a default in assessment payments of the Owner whose apartment is encumbered by that mortgage.

8. Article XIII, Assessments; Liability; Lien and Priority; Interest; Collections Subsection D will be amended with the current language repealed and replaced as follows:

D. The Association shall have an automatic lien on each apartment for any unpaid assessments and interest thereon. Such unpaid assessments and related interest, fees, and costs shall be an obligation of the land and a personal obligation of the Owner of the property at the time the assessment was incurred. Such lien shall also include a reasonable attorney fee incurred by the Association incident to collection of such assessment. Such lien shall not have priority over the lien of any first mortgage holder. At its election the Board may take one or more of the following actions to seek to collect past due assessments: the Board of Directors may take such action as deemed necessary to collect assessments by personal legal action against the owner of the apartment at the time the assessment was incurred or owed or against the current owner of the apartment

or by enforcing and foreclosing said lien. The Association's Board may settle and compromise any collection account or action if it is in the best interest of the Association.

9. Article XIII, Assessments; Liability; Lien and Priority; Interest; Collections is hereby amended to add three new Subsections: H, I and J as follows:

H. Upon the transfer of any apartment in the condominium, beginning on the date of the recordation of this Amendment, the Buyer will pay a capital contribution fee to the Association of \$200.00 per apartment per transfer. These funds will be designated for capital improvements by the Association. The funds will be segregated from the general fund and not used for common maintenance purposes.

I. Starting at the time of the recordation of this Amendment, estoppel and third-party documentation fees for mortgage holders and title companies will be charged at a rate of \$50.00 per transaction to the requesting party due to the Association to cover its expenses in preparing such documentation.

J. Once it is sold to a third-party other than the Association, the Cabin shall be assessed at a rate that is 15% higher for all assessments than those of other apartments. The higher rate of assessment is necessary because the Cabin is larger than other apartments, is a stand-alone structure, and will cost more for the Association to maintain.

- I. Article XX is hereby amended with the following language added to the existing language:

The Association, through its Board of Directors, shall have the right to transact any business necessary to rent, lease, mortgage or consummate the sale of the Cabin as the agent of the apartment owners.

- II. Article XXVII, is hereby amended to add the following language:

Leases and Rentals of Apartments. Nothing in the Bylaws or this Master Deed shall prohibit the lease or rental of the Cabin for as long as it is owned by the Association.

WHEREFORE, the above amendments were adopted by a vote of at least 2/3 of Owners of Apartments as provided in the Master Deed as stated on the attached certificate.

**ENGLISH MOUNTAIN CONDOMINIUM
ASSOCIATION, INC.**

BY: _____
ANDREA JASTEMSKI

ITS: PRESIDENT

ATTEST:

SECRETARY

STATE OF TENNESSEE)
COUNTY OF _____)

Before me, a Notary Public in and for said County, personally appeared ANDREA JASTEMSKI, with whom I am personally acquainted, and who, upon oath, acknowledged herself to be the President of English Mountain Condominium Association, Inc., the within named bargainor, a corporation, and that she as such President, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by herself as President.

WITNESS my hand and official seal at office this _____ day of _____, 2024.

My Commission Expires: _____

Notary Public

EXHIBIT A
CERTIFICATE

I _____ hereby certify that I am the duly elected Secretary of the Board of Directors for English Condominium Association, Inc. A mail in vote was conducted pursuant to Tenn. Code Ann. § 48-57-108 and achieved the following result regarding the attached Seventh Amendment of Master Deed:

Total Ballots Received: _____
Quorum: _____
Yes Votes: _____
No Votes: _____
Abstentions: _____

I hereby certify that the proper procedure pursuant to Tenn. Code Ann. § 48-57-108 were adhered to and that the 2/3 affirmative vote requirement of Owners as set forth in Article VII of the Master Deed pertaining to amendment was achieved. I certify these actions in my role as Secretary of the Association.

This the ____ day of _____, 2024.

Board Members:

