

15017432

28 PGS : BY LAWS

BATCH: 303952

04/28/2015 - 10:49 AM

VALUE 0.00

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 145.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 147.00

STATE OF TENNESSEE, SEVIER COUNTY

CYNDI B LOVEDAY

REGISTER OF DEEDS

This instrument was prepared by:
 Melanie E. Davis, Attorney
 329 Cates Street
 Maryville, Tennessee 37801

AMENDMENT TO BY-LAWS OF
 ENGLISH MOUNTAIN CONDOMINIUM ASSOCIATION, INC.

THAT WHEREAS, the English Mountain Condominiums are established by Master Deed recorded in the Register of Deeds Office for Sevier County, Tennessee, at Deed Book 262, Page 67 as amended, and

WHEREAS, such original Master Deed provides for a condominium association named English Mountain Condominium Association, Inc. which is duly formed and established, and

WHEREAS, the Master Deed in Article X provides for the adoption of By-Laws by the Association and that the By-Laws may be amended is set forth in a duly recorded amendment, and

WHEREAS, the By-Laws as amended were previously recorded in the Register of Deeds Office for Sevier County, Tennessee, in Book D567, Page 180, and

WHEREAS, the Board of Directors of the condominium association met on the 31st day of October, 2014, at a duly called Board of Directors meeting with quorum present upon proper notice and approved a Resolution amending and modifying the By-Laws and such meeting occurring on the 31st day of October, 2014, with a vote of 8 in favor and 0 opposed with such vote evidence by a Certificate of the Secretary of the Association which is attached hereto as Exhibit A, and

WHEREAS, such By-Laws provide for amendment in Article XIV where proposed amended By-Laws, having been adopted by a Resolution of a majority of the Board of Directors at a duly called meeting of the Board, are subsequently presented to the Membership for approval by a 2/3 vote of those present at a meeting; and

WHEREAS, a mail-in ballot was conducted pursuant to T.C.A. § 48-57-108; and

WHEREAS, a quorum was achieved, and the members approved by 2/3rds of the vote of the members participating, the proposed Amended By-Laws of the Association, and

WHEREAS, the voting requirements of the Master Deed and T.C.A. § 48-57-108; have been met in full to achieve this Amendment;

WHEREFORE, the By-Laws of English Mountain Condominium Association, Inc. are amended as follows:


1. The attached Amended By-Laws shall supplant and replace the previous By-Laws of record in the Register of Deeds Office for Sevier County, Tennessee, in Book D567, Page 180, which previous By-Laws are hereby rendered null and void and of no further effect.
2. The Amended By-Laws hereby adopted are attached hereto as Exhibit B and incorporated by reference herein.
3. Certification of the mail-in ballot vote by the Secretary and members of the Board of Directors is attached hereto as Exhibit C.

WITNESS my hand and seal on this the 18th day of April, 2015.



SECRETARY

APPROVED:



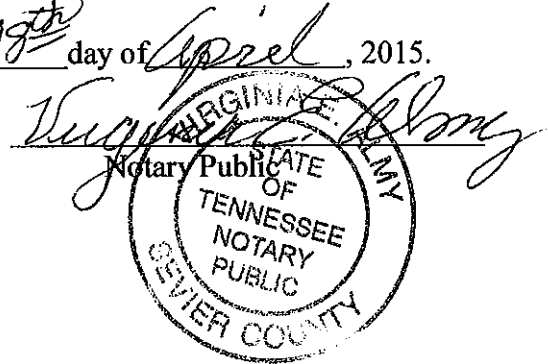
PRESIDENT

STATE OF TENNESSEE)
COUNTY OF SEVIER)

Before me, a Notary Public in and for said County, personally appeared THOMAS P. CARTIER with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the Secretary of ENGLISH MOUNTAIN CONDOMINIUM ASSOCIATION, INC., the within named bargainor, a corporation, and that he/she as such Secretary, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Secretary.

WITNESS my hand and official seal at office this 19th day of April, 2015.

My Commission Expires:
My Commission Expires:
December 21, 2016

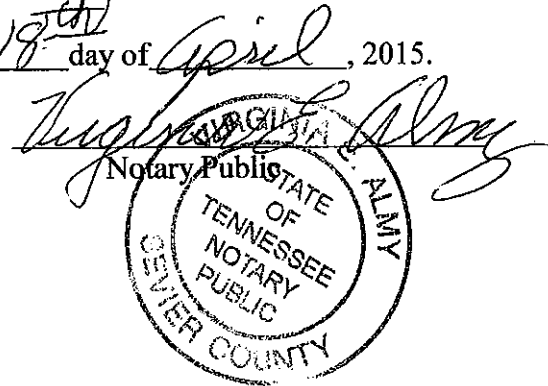


STATE OF TENNESSEE)
COUNTY OF SEVIER)

Before me, a Notary Public in and for said County, personally appeared MARGUERITE SHEEHAN with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the President of ENGLISH MOUNTAIN CONDOMINIUM ASSOCIATION, INC., the within named bargainor, a corporation, and that he/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 himself/herself as President.

WITNESS my hand and official seal at office this 19th day of April, 2015.

My Commission Expires:
My Commission Expires:
December 21, 2016




REGISTER OF DEEDS: Please cross reference the recording of this instrument on the face of the instruments of record in Deed Book Vol. 262, Page 67 and Deed Book Vol. 567, Page 179.

EXHIBIT A

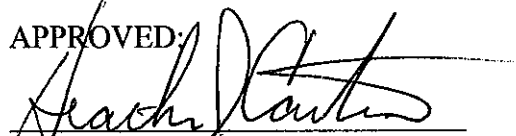
I, Thomas Paul Cartier, hereby certify that I am the duly elected Secretary of the Board of Directors of the English Mountain Condominium Association, Inc. The Board of Directors met at a duly called meeting on the 31st day of October, 2014, and voted 8 in favor and 0 opposed to adopting the Amended By-Laws which are attached hereto. The meeting was held on proper notice with quorum present.

I hereby certify these actions in my role as Secretary of the Association.


This 31st day of October, 2014.



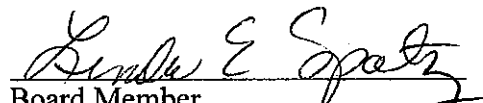
SECRETARY

APPROVED:



Board Member




Board Member



Board Member



Board Member



Board Member

EXHIBIT B

BY-LAWS of the English Mountain Condominium Association

III. BY-LAWS
OF THE
ENGLISH MOUNTAIN CONDOMINIUM ASSOCIATION, INC.
A NOT-FOR-PROFIT TENNESSEE ASSOCIATION

2014 Revision

Pages 29 to 50 of the Master Deed Filing

Total document with approved changes

EXHIBIT 4 OF MASTER DEED
OF CONDOMINIUM

As authorized and mandated within the MASTER DEED, Section X. "By – Laws".

ARTICLE I

IDENTITY

1. The name of the Association is **ENGLISH MOUNTAIN CONDOMINIUM ASSOCIATION, INC. also called the "Association" in the Master Deed.**
2. The principal office of the Association is 1081 Cove Road, Sevierville, Tennessee 37876.
3. A Registered Agent shall be appointed by the Board of Directors and this position to be maintained, and duly filed with the State of Tennessee, by the EMCA Secretary.
4. The ENGLISH MOUNTAIN CONDOMINIUM ASSOCIATION, INC. or EMCA, situated upon property, as owned and under the control of the EMCA, through its Board of Directors, shall have said property containing its common elements, limited common elements, and collective units; protected by one or more gates and/or access control points, so as to remain a LIMITED ACCESS GATED COMMUNITY, with all rights and privileges thereto."

ARTICLE II

PURPOSES

This Association is organized for the purpose of being a condominium association within the meaning of the Horizontal Property Act of the State of Tennessee, and in turn for the purpose of operating, governing, administering and managing the property and affairs of the Condominium, to-wit: **ENGLISH MOUNTAIN CONDOMINIUM**, a Condominium, and to exercise all powers granted to it as an Association under the laws of Tennessee, these By-Laws, the Master Deed, and the Charter, and to acquire, hold, convey and otherwise deal in and with real and personal property in its capacity as a condominium association.

ARTICLE III

DIRECTORS, OFFICERS, and COMMITTEES

1. **Directors**
 - A. The affairs of the Association shall be managed by a Board of Directors, composed of seven (7) persons to serve rotating terms of 3 years each, with new

Directors to be elected each year at the Annual Association Membership Meeting as follows:

During an Election Year NOT divisible by 3, up to a maximum of two (2) new persons

During an Election Year divisible by 3, up to a maximum of three (3) new persons

- B. At least fourteen (14) days before the Annual Meeting, a complete list of members, in good standing, entitled to vote at such election, together with the residence of each, shall be prepared by the Chairman of the Nominating committee and/or the EMCA Secretary. Such list shall be available at the office of the Association for fourteen (14) days prior to the election for the examination of every member and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present.
- C. Directors shall be elected as follows:
- (i) A nominating committee shall be appointed and become active, by the President of the Board, at the Board of Directors meeting held in the summer or early fall, preceding the annual meeting, to solicit nominations from the membership to be placed on the ballot. Once generated, the ballots shall be mailed to all members at least 14 days prior to the Annual Membership Meeting. At the annual membership meeting, held in the late fall / early winter; the election of directors shall be held by the membership, officiated by the members of the nominating committee and their appointees. The election of officers shall be subsequently held by the newly constituted board of directors, during the initial organizational meeting to be held immediately after the annual membership meeting.
 - (ii) A Director shall be a natural person and a Member in Good Standing, being current in all financial obligations to the Association; as defined in the Master Deed.
 - (iii) All nominees must meet the requirements of paragraph C. (ii) (above), shall be required to respond to the committee in writing acknowledging their willingness to serve on the Board, present an appropriate biographical resume depicting their qualifications and/or experience, and share any possible conflict of interest, or state that they do NOT have a conflict of interest; before their names shall be placed on the ballot. An electronic mailing (email) to a member of the nominating committee or the EMCA Secretary shall meet this requirement. The election shall be limited to those nominees recognized by the nominating committee and placed upon the official ballot; members being qualified as per these By-Laws in all respects. Those members wishing to seek a seat on the board

shall follow the nominating procedure as herein defined. The nominating committee will NOT ordinarily accept spontaneous nominations from the floor, during the Annual Association Members Meeting.

- (iv) Having established a quorum being present, by proxy and/or members physically being present, and a majority having submitted a ballot; once the ballots are collected, the members of the nominating committee, including any appointees, and the association general counsel, if present, shall, at another location, tally the votes. The nominating committee shall ensure that each EMCA apartment shall have submitted ONLY ONE acceptable ballot. The results are to be announced by the board president.
- (v) To have a valid ballot, the member representing an Apartment, must have cast a vote for the exact number of director positions being elected from the list presented on the official ballot, as provided by the nominating committee.
- (vi) Should an insufficient number of qualified nominees to fill the vacant seats be received by the Nominating Committee, prior to the posted closing date (30 days prior to the Annual Association Meeting); those nominee(s), unless an objection is submitted in writing by an owner, shall be the only person(s) qualified for election at the annual meeting. The membership will cast a vote to accept or reject the nominee.
- (vii) Should a vacancy continue to remain, the nominating committee will accept spontaneous nominations from the floor, for each vacancy, during the Annual Association Members Meeting. A spontaneous nominee(s) shall accept the nomination, be qualified under (ii) above, and will be requested to make a brief statement of intent per paragraph (iii) above. The membership will then vote to accept each spontaneous nominee(s).

D. Indemnification.

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

2. Officers

The Officers of the Association shall be: a President, a Vice-President, a Secretary, and a Treasurer, any of whom may be members of the Board of Directors, and such other Officers as the Board of Directors may appoint. Officers elected at the first meeting of the Board shall hold office until the next ensuing meeting of Directors following the next succeeding annual meeting of members or until their successors shall have been elected and shall qualify.

3. Resignation, Vacancy, Removal

- A. Any Director or Officer of the Association can resign at any time, by written notification or electronic mail (email) to the President or Secretary. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective.
- B. When a vacancy occurs on the Board of Directors, and it is deemed by the remaining board members, to be in the best interest of the association to replace that vacancy, said vacancy shall be filled by the remaining Board of Directors who will appoint a qualified person, as appropriate, to fulfill the remaining term. The board can also use the email meeting feature to transact business to replace a vacancy on the board of Directors.

When a vacancy occurs in an office for any cause before an Officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to fulfill the remaining term. The board can also use the email meeting feature, as herein defined, to transact business to replace a vacancy involving an officer.

- C. A majority of members of the Association present at any regular or special meeting duly called may remove any Director or Officer with or without cause.

4. Advisory Committees

- A. The members of the Board of Directors, at the organizational meeting, shall for each permanent advisory committee, elect a chair person or chair persons (co-chairman). Each chair person shall subsequently solicit participating members.
- B. Based upon the needs of the Association, the Board of Directors may appoint an additional permanent Advisory Committee or a temporary Advisory Committees. When a committee is needed, the board may elect a Chairperson or Co-Chair

persons. The elected Chairperson or Co-Chairpersons shall subsequently solicit participating members to form the Committee.

- C. For each advisory committee, the chairman and/or co-chairman shall establish and set forth, the goals and/or Mission Statement; duties, function, activities, level of responsibility and accountability; and the record keeping requirements of each committee; and make this statement available to the EMCA Secretary.
- D. Voting members of each advisory committee shall be natural persons and an owner(s) of one or more units in the Association. Each member of an advisory committee shall be entitled to one vote as a member, irrespective of the number of apartments owned. Non-Owners, in the capacity of advisors, can participate in and contribute too, an advisory committee, as suits the needs of that committee.
- E. The EMCA Secretary shall keep current and occasionally publish the current roster of Advisory Committee membership; and the statement of goals and/or Mission Statement; duties, function, activities, level of responsibility and accountability; and the record keeping requirements of each committee; so that every EMCA unit owner may choose which advisory committee might be of interest to them.

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Master Deed to which a copy of these By-Laws are attached, Tennessee Law, as the same may be amended from time to time, and the Charter, all of which powers shall be exercised by its Board of Directors. Unless the exercise thereof is otherwise restricted in the Master Deed, these By-Laws, or by Tennessee Law; the powers of the Association shall include but not be limited to the following:

- 1. All of the powers specifically provided for in the Master Deed or under Tennessee Law.
- 2. The power to levy and collect assessments.
- 3. The power to expend monies collected for the purpose of paying the common expenses of the Association.
- 4. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the general and limited common elements.

5. The power to insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Master Deed.
6. The power to employ the personnel required for the operation of the Condominium property.
7. The power to pay utility bills for utilities serving the general common elements.
8. The power to contract for the management of the Condominium and to delegate to this contractor as Manager, all of the powers and duties of the Association, except those things specifically reserved to the members or which must be approved by the Board.
9. The power to make reasonable Rules and Regulations and to amend them from time to time, and see to it that all members are notified of such changes in the Rules and Regulations as may be enacted.
10. The power to improve the Condominium property subject to the limitations of the Master Deed.
11. The power to enforce by any legal means the provisions of the Charter, the By-Laws, the Master Deed, and the Rules and Regulations duly promulgated by the Association.
12. The power to collect delinquent assessments by suit or otherwise, and to abate nuisance[s] and enjoin or seek damages from apartment owners for violation of the provisions of the Condominium Governing Documents.
13. The power to pay all taxes, assessments and obligations which are or may become liens against the general common elements.
14. The power to select depositories for the Association funds and to determine the manner of receiving, depositing and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, as otherwise provided by these By-Laws.
15. The power to possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.
16. The power to enter into, ratify, modify, and amend each and every one of the agreements and undertakings contemplated by and in the Master Deed to which a copy of these By-Laws are attached.
17. The power to subscribe to and enter into a contract with any person, firm, Association or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Condominium's property.

- A. Said contract may provide that the total operation of said managing agent, firm or Association shall be at the cost of this Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total cost of maintenance, operation, repair and upkeep, or if the total funds of this Association handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Association, unless the contract provides to the contrary.
 - B. Nothing in this sub-paragraph 17 or in the Master Deed shall be deemed to require the Association to maintain the interior of any condominium apartment, or to enter into any contract or undertaking to provide for the maintenance or upkeep of the interior of the Apartments of the Condominium.
18. The power to appoint a Managing Director.

ARTICLE V

DUTIES OF OFFICERS

1. The President shall:
- A. Act as presiding officer at all meetings of the Association and of the Board of Directors.
 - B. Call special meetings of the Board of Directors and of members.
 - C. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.
 - D. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.
 - E. Appoint committees and to be ex-officio member of all committees, and render an annual report at the Annual Meeting of Members.
2. The Vice-President shall:
- A. Act as presiding officer at all meetings of the Association and of the Board of Directors when the President is absent.
 - B. Perform other acts and duties required of the President, in the President's absence.

- C. Perform such other duties as may be required of him by the Board.
 - D. Sign checks on behalf of the Association in the absence of the President.
3. Should the President and Vice President be absent from any meeting, the remaining director(s) shall select a person to act as chairman of the meeting.
4. The Secretary shall:
- A. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.
 - B. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books, and receive all applications for membership.
 - C. Perform such other duties as the Board may determine and on all occasions in the execution of his or her duties, act under the superintendence, control and direction of the Board.
 - D. Have custody of the minute book of the meeting of the Board of Directors and Association Members Meetings, which minute book shall at all times be available at the office of the Association for the information of directors and officers, and act as transfer agent to record transfers and rules and regulations in the corporate books.
5. The Treasurer shall:
- A. Receive such monies as shall be paid into his or her hands for the accounts of the Association, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, and other important documents of the Association which he or she shall keep safely deposited.
 - B. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his or her successor. He or she shall prepare and distribute to all of the members of the Board, at least ten (10) days prior to each Annual Meeting, and whenever else required, a summary of the financial transactions and condition of the Association for the preceding and current years. He or she shall make a full and accurate report on matters and business pertaining to his or her office to the members at the Annual Meeting, and make all reports required by law.

- C. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors.

6. The Managing Director Shall:

- A. The EMCA Board of Directors, shall, from time-to-time, task one or more members of the board of directors to temporarily act as an on-site manager according to a schedule, this being a voluntary position with the title of Managing Director, a person who is in a position to ensure the adherence to the Association Governing Documents; and to make timely day-to-day decisions, in concert with the dictates of the board, thus improving the response time, and on-scene level of knowledge, of day-to-day activity.
- B. Appointed board members, when acting in the capacity of Managing Director, shall adhere to the Duties, Responsibilities, Authority, and Accountability Manual of Procedures, to be attached to and made a part of the Managing Director's Event Log, to be maintained in the Association office.

ARTICLE VI

MEMBERSHIP

- 1. Membership in the Association is limited to owners of the Condominium apartments. Membership is automatically conferred upon acquisition of Condominium Apartments, as evidenced by the recording of a deed to such apartment. Membership is an incident of ownership and is not separately transferable.
- 2. A member shall be entitled to cast one vote for each apartment owned at all meetings of the members. If an apartment is owned by more than one owner, co-partners or an Association, there shall nevertheless be only one membership assigned to such apartment, and the vote for such membership shall be cast by the person designated in writing by all of the owners of said apartment, and in the absence of such a writing, such vote shall not be counted.
- 3. Membership in the Association may be transferred only as an incident to the transfer of title to an apartment and shall become effective upon the recording of a deed to such condominium parcel.
- 4. Membership respective to a particular unit shall terminate upon the transfer of title to that apartment.
- 5. A Member in Good Standing is defined in the Master Deed. A person who is not a Member in Good Standing cannot vote on Association affairs or hold a director or officer

position in the Association. His or her access to common elements shall be allowed except for the swimming pool.

ARTICLE VII

MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

1. Meetings of Members

All meetings of the Association shall be held at the office of the Association, or may be held at such time and place as shall be stated in the notice thereof.

A. Annual Meetings – Annual Association Members Meeting

The Annual Association Members' Meetings shall be held at the office of the Association upon a date appointed by the Board of Directors, which shall fall in the month of November for each and every calendar year subsequent to the year in which the first annual meeting of the members is held. No meeting shall be held on a legal holiday. The meetings shall be held at such times as the Board of Directors shall determine from time to time.

B. Special Association Meetings

Special Association Meetings shall be held whenever called by the President, or by a majority of the Board of Directors. Special meetings must further be called by the Secretary, upon receipt of a written request from members of the Association owning TEN PERCENT (10%) of the Apartments. Business transacted at all special meetings shall be confined to the objectives and action to be taken, as stated in the notice of the meeting.

C. Association Meeting Proxies

A vote may be cast in person or by proxy. In cases of ownership by multiple persons or a corporation, the vote would be cast by the designated voting representative on file with the Secretary of the Association.

All proxies must be filed with the Secretary of the Association at least 24 hours before the meeting.

D. Quorum for Annual or Special Association Members Meetings

(1) A quorum for the transaction of business at the Annual or Special Association Members Meeting shall be 20% of the membership represented in person or by

proxy. Members who are not Members in Good Standing shall not count towards the total number of apartments outstanding when determining quorum.

(2) A quorum is required to have a legal association meeting. Once a quorum is established, 51% of that quorum shall be required to carry a motion in the affirmative. The apartment owners present at any meeting, although less than a quorum, may adjourn the meeting to a future date.

E. Voting Required to Make Decisions at Annual Association Members Meetings

When a quorum is present at any association members meeting, the vote of a majority of the members present, in person or by proxy, shall decide any question brought before the meeting, unless any applicable statutes or the Master Deed or By-Laws provides otherwise.

2. Meetings of Directors

A. Annual Meeting

The Annual Meeting of the Board of Directors, shall be held at the office of the Association, immediately following the adjournment of the advisory committee meetings to be held on a date and time to be determined by the Directors, but usually during the day PRIOR to the Annual Association Members Meeting.

B. Annual Organizational Meeting

The Annual Organizational Meeting of the Board of Directors, shall be held at the office of the Association, immediately following the adjournment of the Annual Association Members Meeting. Directors at this meeting will establish the newly appointed officers, and advisory committee chair persons who shall govern from that time for a term of one year. The schedule of meetings, normally held for the next year will be determined at this meeting.

C. Regularly Scheduled Meetings

The Board of Directors may establish a schedule of regular meetings to be held at such place as the Directors may designate. The Association Secretary may optionally post a notice of these meetings, together with preliminary agenda items; however, no notice need be sent to the Directors once said schedule has been adopted.

D. Special Meetings

Special meetings of the Board of Directors may be called by the President, on three (3) days' written notice to each Director to be delivered by US mail, Email,

or in person. Special Meetings of the Board of Directors may also be called on written request of three (3) Directors.

E. Email Meetings

Email meetings of the Board of Directors can occur at any time it is impractical to call a special meeting of the Board of Directors at a geographical location and time is of the essence. Email meetings use the internet and other communications pathways to exchange information, generate motions for voting, follow the accepted practice of proposing a motion, request a first and second to that motion, hold any discussions, amend the motion as required or appropriate, and conduct a voting procedure. An Email vote shall be conducted by the Association Secretary. A record shall be maintained of all such Email activity by the Association Secretary.

An Email meeting quorum will be based upon 2/3rds of the members of the Board of Directors actively participating in an Email meeting. For an Email meeting generated motion to carry, a majority of the members that constituted the quorum must vote in the affirmative.

F. Quorum

At all meetings of the Board of Directors, other than Email meetings, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of Directors present at such meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be terminated without further notice.

3. Meetings of Advisory Committees

A. Advisory Committees

The formation of one or more executive "Advisory Committees" to the Association Board of Directors has(have) been authorized, shall function under the direction of the Association Board of Directors, and shall generate reports to and make recommendations to the Association Board of Directors. An advisory committee shall not have the authority to make, change, and/or amend the Master deed, By-laws, Association Rules & Regulations, and/or any other document governing the affairs of the association; but merely function in an advisory capacity and make recommendations to the board, based upon their particular expertise.

B. Schedule of Meetings

(1) The advisory committees shall generally schedule their meetings, just prior to the regularly scheduled meetings of the Board of Directors, according to a published schedule. The schedule will include tentative agendas when available.

(2) Specially called advisory committee meetings shall conduct special meetings, when specifically requested by the Board of Directors, at a time and place so designated by the Board of Directors, to address the agenda or topic of a special meeting, when a special meeting of the Board of Directors is required.

(3) Special advisory committee meetings can also be held according to the provisions of Email Special Meetings as defined in BL-ART-VII above.

C. Quorum

The requirement to achieve a quorum shall not apply to advisory committees.

D. Advisory Committee Membership

(1) Voting membership to advisory committee meetings shall be restricted to apartment owners.

(2) The requirements of a functional and effective advisory committee meeting considers the occasional need of Non-Owners to participate in an advisory capacity. They provide information, practical and timely knowledge, and do not vote as a members. This category shall include Association employees, as appropriate.

ARTICLE VIII

NOTICE

1. Written notice of the Annual Meeting or Special Meeting of members, shall be served upon or mailed by US mail and/or electronic mail (email for those with email addresses provided to the Secretary with provision to give notice in this manner), to each member entitled to notice, and shall be posted in a conspicuous place on the Condominium Association property, at least ten (10) days prior to an Annual or Special meeting, and not more than two (2) months before the meeting date. Email is considered received if sent to the address provided by the member, and not returned by the Internet Provider.
2. Nothing herein is to be construed to prevent Apartment owners from waiving notice of meetings or acting by written agreements without meetings.

ARTICLE IX

PROCEDURE

1. Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Charter and By-Laws of the Association, or with the Statutes of Tennessee.
2. The order of business at the Annual Association Members' Meetings will be:
 - A. Call to Order (EMCA President)
 - B. Opening Remarks, member voting, and announcements (EMCA President)
 - C. Roll Call: Count of proxies and attendees to show Proof of a quorum (EMCA President & Secretary)
 - D. Proof of Notice of Meeting or Waiver of Notice (EMCA Secretary)
 - E. Reminder that each member who speaks must be acknowledged, and identify themselves. Only one person speaks at a time (EMCA President or Secretary)
 - F. Reading or waving, and acceptance of Minutes of Prior Annual Association Members' Meeting (EMCA Secretary)
 - G. Officers' Reports (EMCA President and Officers)
 - H. Committee Reports and recommendations (EMCA President or Secretary and Committee Chairperson)
 - I. Old Business / Unfinished Business (EMCA President)
 - J. New Business (EMCA President)
 - K. Election of in coming directors (Nominating Committee)
 - L. Announcement of new directors and closing remarks (EMCA President)
 - M. Adjournment

3. The order of business at Annual and Regularly Scheduled Board of Directors' Meetings will be:
 - A. Call to Order (EMCA President)
 - B. Opening Remarks, notice of restricted voting, and Announcements (EMCA President)
 - C. Roll Call: Count of proxies and attendees to show Proof of a quorum (EMCA President & Secretary)
 - D. Proof of Notice of Meeting or Waiver of Notice (EMCA Secretary)
 - E. Reminder that each member who speaks must be acknowledged, and identify themselves. Only one person speaks at a time (EMCA President or Secretary)
 - F. Reading or waving, and acceptance of Minutes of Prior Meeting (EMCA Secretary)
 - G. Officers' Reports (EMCA President and Officers)
 - H. Committee Reports and recommendations (EMCA President or Secretary, and Committee Chairpersons)
 - I. Old Business / Unfinished Business (EMCA President)
 - J. New Business (EMCA President)
 - K. Closing Remarks (EMCA President)
 - L. Adjournment
4. The order of business at Annual Board of Directors' Organizational Meetings will be:
 - A. Call to Order (EMCA outgoing President)
 - B. Opening Remarks, notice of restricted voting, and Announcements (EMCA outgoing President)
 - C. Roll Call: Count of proxies and attendees to show Proof of a quorum (EMCA outgoing President & Secretary)
 - D. Proof of Notice of Meeting or Waiver of Notice (EMCA outgoing Secretary)

- E. Reminder that each member who speaks must be acknowledged, and identify themselves. Only one person speaks at a time (EMCA outgoing President or Secretary)
- F. Welcome new board members and incumbent board members (outgoing EMCA President)
- G. Election of Officers for upcoming year (outgoing EMCA President)
 - Election of EMCA President:
 - Explanation of election process
 - Nominations from the floor & election of incoming president
 - Change of command
 - Opening remarks (incoming EMCA President)
 - Election of EMCA officers (incoming EMCA President)
 - Nominations from the floor & election of incoming VP
 - Nominations from the floor & election of incoming Treasurer
 - Change of command, passing of documentation
 - Nominations from the floor & election of incoming Secretary
 - Transfer of responsibility for recording the minutes.
 - Change of command, passing of documentation
- H. Requests for persons to chair advisory committees for the upcoming year (incoming EMCA President)
 - Buildings & Grounds
 - By-Laws & Legal
 - Communications & Nominating
 - Finance & Budget
 - Personnel
 - Social
- I. Presentation, review, and acceptance of the proposed budget, as recommended and voted upon by the general membership. (incoming & outgoing EMCA Treasurer)
 - Presentation of budget (incoming & outgoing EMCA Treasurer)
- J. Discussion and determination of proposed (next years) meeting schedule (incoming EMCA President)

- Review meeting schedule suggestions from previous committee meeting
 - Establish meeting calendar for (next year) (incoming EMCA Secretary)
- K. Generating required corporate resolutions (incoming EMCA President)
- Executive committee to have signature control of bank accounts, CD's, etc
 - Office Manager and any officer to have signing authority on single signature general operating account (set limits)
 - Set limitations on signing authority for various bank accounts & Deposits
 - The executive committee to be able to open, closed, and manage bank accounts
- L. Old Business (as appropriate and required) (incoming EMCA President)
- M. New Business (as appropriate and required) (incoming EMCA President)
- N. Closing Remarks (incoming EMCA President)
- O. Adjournment

ARTICLE X

ASSESSMENTS AND MANNER OF COLLECTION

1. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the common expenses of the Condominium. Common expenses include those expenses described in the Master Deed and any other expenses designated as common expenses by the Board of Directors, under the authority and sanction of both the Master Deed and Tennessee Law.
2. Assessments of common expenses shall be assessed against and shall be a lien against the apartment owing such assessment and able to be foreclosed by the Association as provided by law if not timely paid.
3. Regular assessments shall be paid by the members on a monthly basis, payable on the first day of each month or if desired in monthly multiples in advance for the fiscal year upon which the assessments are calculated.
4. Special assessments, and/or Specific assessments, should they be required by the Board of Directors, shall be levied and paid as determined necessary by the Board.

5. When the Board of Directors has determined the amount of any assessment, the Secretary, via the communications Committee, shall transmit a statement of such assessment to each member. Assessments are payable at the office of the Association.
 - A. Assessments shall not include charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any apartment as herein defined, and/or when such maintenance is approved and budgeted for all apartments for practical and prudent reasons including but not limited to such items as winterization, insect/rodent control and air conditioning/heating filters.
 - B. Assessments are due on the dates stated in the notice of assessment. Assessments and installments thereon not paid within ten (10) days of when due shall bear interest from the date when paid at a rate compound rate of 18% per annum (1.5% per month) until paid. Additionally, a late fee and/or administrative fee(s) in an amount to be determined by the Board of Directors, but not less than \$20.00 per month, shall be applied. The Association shall furnish to the holder of a mortgage on any apartment, upon its written request, written notification of a default in assessment payments of the owner whose apartment is encumbered by that mortgage.
 - C. In the event an assessment is not paid within ten (10) days of the date it is due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said assessment from the Apartment Owner in any manner provided for by Law. Should the amounts due, together with fees and costs, not be paid within the prescribed time, the apartment owner shall be subject to payment of the Association's attorney's fees and costs to recover the amounts owed. Each apartment owner shall be individually responsible for the payment of assessments against the apartment owned by him; and additionally, applicable interest, fees, administrative expenses, and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due.

ARTICLE XI

FISCAL MATTERS

1. Fiscal Year

The fiscal year of the Association shall begin on the 1st day of January in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board of Directors deems it advisable.

2. Depositories

The funds of the Association shall be deposited in a federally regulated commercial bank or banks in Knox, Blount, Jefferson, Cocke, and/or Sevier County, Tennessee, in an FDIC protected account for the Association under resolutions approved by the Board of Directors, and shall be withdrawn over the signature of two Officers; one of whom shall be either the President or Vice-President or; withdrawn over the signature of any individual designated in writing and expressly authorized by the Board of Directors, which individual shall be bonded or insured in a reasonable amount.

If necessary, and demanded by mortgages, separate accounts shall be established to maintain and disburse escrow funds, required by mortgagees, to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting apartments (Units).

Funds withdrawn shall be used only for Association purposes.

ARTICLE XII

ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt Rules and Regulations governing the details of the operation and use of the common elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the apartments, limited common elements and general common elements by the members and all members shall abide thereby, provided that said rules and regulations shall be equally applicable to all members, and uniform in their application and effect.

Those restrictions in the Master Deed of the Condominium, which in any way limit the use of the individual apartments or of the common elements, are declared to be house rules and regulations.

ARTICLE XIII

VIOLATIONS AND DEFAULTS

In the event of a violation other than non-payment of an assessment by an apartment owner of any of the provisions of the Master Deed, these By-Laws, the Rules and Regulations of the Association, the Charter, or any provision of law, the Association, after reasonable notice to cure, not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to seek injunctive relief, and in the event of a failure to pay assessments, the right to

foreclose its lien, and in every such proceeding, the apartment owner at fault shall be liable for court costs and the Association's reasonable attorneys' fees. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments.

ARTICLE XIV

AMENDMENT OF BY-LAWS

Subject always to the provisions of the Master Deed, these **By-Laws** may be amended, modified or rescinded in accordance with the Master Deed or by a resolution adopted by a majority of the Board of Directors at any duly called meeting of the Board, and thereafter submitted to the members at any duly convened meeting of the members and approved by a 2/3 vote of the members present or by proxy, provided there is a quorum, and further provided that the notice of such meeting of members specifying the proposed change is given in the notice of meeting, and further provided that the voting requirements of the Master Deed are met in full, in the appropriate cases. Notice may be waived in writing by any member. Any member of the Association may propose an amendment to the Board, and the Board shall act upon such proposal, at its next meeting. Members who do not vote shall be deemed as consenting.

ARTICLE XV

RENTING OR LEASING OF APARTMENTS

It is anticipated that some Apartment Owners may desire to rent or lease their Apartments. Apartments may be rented individually or through the English Mountain Condominium Rental Committee (if active).

In order to prevent the English Mountain Condominiums from becoming a majority rental community which can have an adverse effect on the community as a whole, the number of apartments that may be rented or leased shall not exceed 50% of the total number of units in the condominium regime. Any Apartment owner intending to offer an Apartment for rent or lease must notify the Board and obtain permission from the Board to lease or rent the Apartment prior to such rental or lease. A list of owners offering apartments for rent or lease shall be maintained by the Association office. All lessees and renters and/or guests of lessees and renters must comply with the governing documents of the Association, Tennessee law and additional rules and regulations of the Association as pertain to rental or leased properties as adopted by the Board. Owners are responsible for any violations of their lessees or renters or the guests of the lessees or renters the same as if the owner had committed the violation.

Any and all leases or rentals must be done pursuant to written contract. Any such written contract shall be approved in advance to the Board, and must contain a requirement that the

Apartment Owner is responsible for the activities, actions, misconduct, negligence, and/or damage of the renters, lessees or guests of the Apartment.

Apartment owners shall notify the Association within five (5) days of the execution of each rental agreement or lease agreement providing a copy of the signed rental agreement or lease agreement along with the names of the parties involved, the number of occupants, and the dates of the lease. Apartment owners shall further provide evidence that the Governing Documents including the Rules and Regulations governing renters or lessees have been provided to the renter or lessee regardless of the term of the rental.

Owners of Apartments offered for rent shall comply with all applicable laws and ordinances relating to such rental. Owners of apartments shall carry a liability policy for the Apartment with minimum limits to be established by the Board and provide a copy of the Certificate of Insurance to the Association in effect for all applicable periods of the rental agreement or lease agreement.

ARTICLE XVI

VALIDITY

If any Association By-Law, Regulation, or Rule shall be adjudged invalid, such fact shall not affect the validity of any other Association By-Law, Regulation, or Rule.

The foregoing was adopted as the By-Laws of English Mountain Condominium Association, Inc., a not-for-profit corporation, under the laws of the State of Tennessee, at a duly noticed Board of Directors meeting held on the 31st of October, 2014 as evidenced by Exhibit A; a mail-in ballot vote conducted pursuant to T.C.A. § 48-57-108, a quorum having been achieved, and the members approved by 2/3^{rds} of the vote of the members participating, the proposed Amended By-Laws of the Association, as evidenced by Exhibit C; and these By-Laws were approved the on the 18th day of April, 2015.

X 
Thomas P. Cartier, EMCA Secretary

EXHIBIT C

I, Thomas Paul Cartier, hereby certify that I am the duly elected Secretary of the Board of Directors of the English Mountain Condominium Association, Inc.

A mail-in ballot replacement vote, conducted pursuant to T.C.A. § 48-57-108, achieved the following result regarding the Amended Bylaws that are attached hereto as Exhibit B:

Ballots received: 59
Number needed for quorum 37
Yes votes: 53
No votes: 6
Abstain: 0

Accordingly, the Amended Bylaws passed by vote of more than 2/3 of the members participating in the vote.

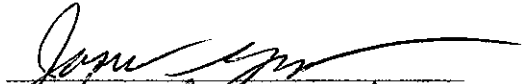
I hereby certify these actions in my role as Secretary of the Association.

This 18th day of April, 2015.




SECRETARY

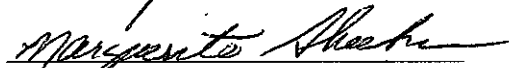
APPROVED:




Board Member




Board Member



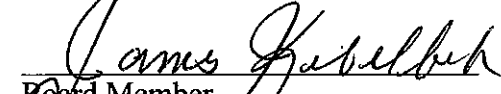
Board Member



Board Member



Board Member



Board Member