This instrument prepared by:
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BK/PG: 5230/115-140
18039899
26 PGS : AMENDED MASTER DEED
BATCH: 446851
11/08/2018 - 09:15 AM

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	130.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	132.00

STATE OF TENNESSEE, SEVIER COUNTY
CYNDI B PICKEL
REGISTER OF DEEDS

CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF EDELWEISS CHALET CONDOMINIUM OWNERS ASSOCIATION, INC.

The undersigned, as the duly elected President and Secretary of Edelweiss Chalet Condominium Owners Association, Inc., hereby certify that the 2001 By-Laws of said association were amended on August 18, 2018 by a vote of a two-thirds (2/3rds) majority of the Unit Owners of said Association as required by the By-Laws of said Association and that the herein attached By-laws, House Rules, and Renter's Rules constitute the official current By-laws of the Association in their entirety.

Effective this 26th day of October, 2018.

SIGNED:

Jim Todd, President

Nancy Gibbs, Secretary

STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, Jeffery T. Washburn, a Notary Public in and for the State of Tennessee and County of Sevier, JIM TODD, who I am personally acquainted or who gave satisfactory proof of his identification, and who gave Oath that he is President of Edelweiss Chalet Condominium Owners Association, Inc., a Tennessee corporation, and that he executed this certification by signing his name as President of said Association.

WITNESS my hand and official seal this 26th day of October. 2018

Notary Public

My Commission Expires: 2/2/19

JEFFERY T. WASHBURN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WEAKLEY

STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, Jeffery T. Washburn a Notary Public in and for the State of Tennessee and County of Sevier, NANCY GIBBS, who I am personally acquainted or who gave satisfactory proof of his identification, and who gave Oath that she is Secretary of Edelweiss Chalet Condominium Owners Association, Inc., a Tennessee corporation, and that she executed this certification by signing her name as Secretary of said Association.

WITNESS my hand and official seal this 26th day of October. 2018

Notary Public

My Commission Expires: 2/2/19

JEFFERY T. WASHBURN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WEAKLEY

BY-LAWS OF THE
EDELWEISS CHALET OWNERS ASSOCIATION

SECTION I. GENERAL

Principal Office. The Management Committee shall designate the location of the Principal Office where mail will be received and the day-to-day business conducted.

SECTION II. DEFINITIONS

Definitions. The definitions used in these By-Laws shall be the same as those listed in the Master Deed establishing the Horizontal Property Regime for the project and shall be incorporated herein by reference.

SECTION III. MANAGEMENT COMMITTEE

A. **Governance.** The affairs of the Association shall be governed by a Management Committee consisting of the following:

1. The President of the Edelweiss Chalet Owners Association shall be elected by the Owners at the annual meeting of the Owners. The President of the Owners association shall be Chairman of the Management Committee.
2. In no case shall the Management committee consist of less than three (3) persons nor more than five (5) persons.
3. Other Officers of the Management Committee shall be Vice- Chairman, Secretary, and Treasurer.
4. The Management Committee shall elect a Vice-Chairman, Secretary, and Treasurer of the Management Committee following the annual meeting of the Owners Association.

B. Duties of Officers

President of the Edelweiss Chalet Owners Association

1. Preside over all meetings of the Owners Association using Robert's Rules of Order as a guide.
2. Serve as Chairman of the Management Committee and assume the responsibility of managing the common elements of the property.
3. Appoint all committees and serve as an ex officio member of all committees.
4. Perform other duties as directed by the Owners Association.

Officers of the Management Committee

Vice Chairman

1. Assume the Office of President of the Owners Association and Chairman of the

Management Committee if the President for any reason vacates the Office or is absent.
2. Assist the President/Chairman of the Management Committee in planning the annual meeting of the Owners Association.
3. Perform other duties as directed by the President of the Owners Association.

Secretary

1. Serve as the recording Officer of the Management Committee and the annual meeting of the Owners Association.
2. Serve as custodian of the records of the Management Committee and Owners Association.
3. Keep on file all committee reports.
4. Keep and update the list of Owners, with their address and telephone number(s), and call the roll when it is required.
5. Send out to the Owners a notice of each meeting of the Management Committee and the annual meeting of the Owners.
6. Perform other duties as directed by the President of the Owners association.

Treasurer

1. Collect annual assessment from the Owners.
2. Hold the funds deposited and pay them out only on the order of the President or Secretary.
3. Make a full financial report annually at the Owners meeting and at each meeting of the Management Committee.
4. Perform other duties as directed by the President of the Owners Association.

Other Management Committee Members

1. Perform duties as directed by the President of the Owners Association.

C. Election of Management Committee.

1. The procedure to elect the President of the Owners Association and the Management Committee shall be approved by a majority of Owners attending the annual meeting of the Owners. Any change in procedure shall be implemented the year following the majority vote to change.

2. **Term of Office.** The term of President and Chairman of the Management Committee shall be for one (1) year. The members of the Management Committee shall be elected for two (2)-year terms. There shall be no term limits. The Owners shall elect two (2) members of the Management Committee in odd numbered years and two (2) members in even numbered years.

3. **Removal.** At any regular or special meeting of the Unit Owners, any one or more of the members of the Management Committee elected by Unit Owners may be removed with or without cause by a majority of the whole number of Unit Owners and a

successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Management Committee whose removal has been proposed by Unit Owners shall be given an opportunity to be heard at the meeting prior to a vote for such removal.

4. **Resignation.** Any member may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some other time be fixed in the resignation. Acceptance of the resignation shall not be required to make it effective.
5. **Vacancy and Replacement.** Vacancies in the Management Committee, other than vacancies occurring as a result of removal by the Unit Owners, shall be filled for the unexpired term by the remaining members at any regular or special meeting. If the office of any member becomes vacant by reason of death, resignation, retirement, disqualification, or otherwise, a majority of the remaining members, though less than a quorum, at a special meeting duly called for the purpose of filling such vacancy or vacancies shall choose a successor(s) who shall hold the office for predecessor member's unexpired term.

D. Powers and Duties or the Management Committee.

All of the powers and duties of the Association existing under the Master Deed and these By-Laws shall be exercised exclusively by the Management committee, its agents, contractors and employees, subject only to approval by Unit Owners when such is specifically required. Such powers and duties of the Management Committee shall include but not be limited to the following:

1. To make and collect assessments against Unit Owners in accordance with these By-Laws, to defray the cost and expenses of the Condominium. Assessments of individual owners and/or groups of owners above the annual fees shall be approved by a majority of Owners at a special called meeting or annual meeting of the Owners, except those deemed as an emergency by the Management Committee.
2. To use the proceeds from the assessments in the exercise of its powers and duties in the manner provided in these By-Laws,
3. To enter into agreements and to purchase necessary equipment and tools for the maintenance and preservation of the Condominium,
4. To enter in and upon the Units when necessary and reasonable in connection with the maintenance and preservation of' the Condominium.
5. To insure the Condominium property against casualty losses and public liability, and to purchase such other insurance as the Management Committee may deem advisable.
6. To reconstruct improvements after casualty and to further improve the Condominium property.
7. To make and amend reasonable regulations respecting the use of the Condominium Property as provided in these By-Laws.
8. To enforce by legal means the provisions of the Master Deed and the By-Laws.
9. To employ personnel as may be required for the maintenance and preservation of the Condominium Property.
10. To establish and maintain a 1O-year Master Plan for maintenance of the common

elements.

E. Meetings

1. **Regular Meetings.** Regular meetings of the Management Committee may be held at such time and place as shall be determined from time to time by a majority of the members of the Management Committee. The Management Committee shall hold least two (2) such meetings during each calendar year. Notice of regular meetings of the Management Committee shall be given to each member by personal delivery, mail or telegram, at least five (5) business days prior to the day of such meeting.

2. **Special Meetings.** Special meetings of the Management Committee may be called by the Chairman or by a majority of the members by giving five (5) business days notice to each member of the Management Committee, by personal delivery, mail or telegraph; which notice shall state the time, place, and the purpose of the meeting.

3. **Waiver of Notice.** Any member of the Management Committee may at any time waive notice of any meeting of the Management Committee in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Management Committee shall constitute a waiver of notice by him at the time and place thereof If all members of the Management Committee are present at any meeting, no notice shall be required and any business may be transacted at such meetings.
4. **Action of Members Without a Meeting.** Any action which may be taken at a meeting of the members of a committee thereof, may be taken without a meeting if a consent in writing setting forth the action to be taken is signed by all the members of the committee, as the case may be, and such consent is filed in the minutes of the proceedings of the Management Committee. Such consent shall have the same effect as a unanimous vote.

5. **Meetings Open to All Unit Owners.** Meeting of the Management Committee shall be open to all Unit Owners and Notice of said Management Committee meeting shall be posted conspicuously in the Association Office for the benefit of all Unit Owners at least forty-sight (48) hours in advance of said meeting, except in the case of emergency meetings. In the absence of an Association Office, all Owners shall be notified at least 30 days prior to a meeting of the Management Committee.

6. **Quorum.** At all such meetings of the Management Committee, a majority of the members thereof shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the Management Committee present at a meeting at which a quorum is present shall constitute the decision of the Management Committee. If at any meeting of the Management Committee, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

7. **Order or Business at Meetings.** The order of business at all meetings of the Management Committee shall be as follows:
    1. Roll Call
    2. Reading of the minutes of the last meeting
    3. Consideration of communications
    4. Resignation and elections
    5. Reports of employees
    6. Reports of committees
    7. Unfinished business
    8. Original resolutions and new business
    9. Adjournment

8. **Compensation.** No member of the Management Committee shall receive any compensation from the Condominium Association for acting in the capacity of member except those for reasonable expenses incurred by them while acting as members of the Management Committee.

9. **Minutes.** Minutes of all Management Committee meetings shall be kept in a business-like manner for a period at least seven (7) years after such meeting and shall be available for inspection by all Unit Owners and members of the Management Committee at all reasonable times.

10. **Annual Statement.** The Management Committee shall present no less often than at the annual meeting of the Association, a full and clear statement of the business and condition of the Association, herein called the "Annual Statement," including a report of the operating expenses of the Association. Incident to the Annual Statement, the Management Committee shall also prepare and present the proposed annual budget of Common Expenses of the Association in the manner provided in these By-Laws.

11. **Limitation of Liability.** The members of the Management Committee shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners, including those who are members of the Management Committee, in proportion to their respective interests in the Common Elements, shall indemnify and hold harmless each of the members of the Management Committee against all acts and/or omissions to the fullest extent provided by law while acting on behalf of the Association, unless any such acts and/or omissions shall have been made in bad faith or contrary to the provisions of law, the Master Deed, or these By-Laws.

SECTION IV. MEMBERSHIP

Each Unit Owner shall be a member of the Association, provided, however, that if more than one (1) person owns a single unit, voting rights shall be in the

manner set forth in these By-Laws. A Unit Owner will cease to be a member of the Association upon the sale, transfer or disposition of his ownership interest in his Condominium Unit, and such transfer shall be subject to the procedures set forth herein. As used in these By-Laws and the Master Deed, the term "Unit Owners" shall be synonymous with the term "members" when referring to members of the Association.

SECTION V. MEETINGS

A. **Annual Meetings.** Time and date of annual meeting shall be determined by the Management Committee. The President of the Owners Association and members of the Management Committee shall be elected to fill all vacancies. Unit Owners may also transact such other business of the Owners Association as may properly come before the meeting. The President of the Owners Association or designate shall preside over the annual meeting of Unit Owners.

B. **Special Meeting.** It shall be the duty of the Management Committee to call a special meeting of the Unit Owners if so directed by a resolution of the Management Committee or upon a petition signed and presented to the Management Committee by a majority the members. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent either in person or by proxy of Unit Owners owning at lest seventy-five percent (75%) of the common interest.

C. **Quorum and Vote Required to Transact Business.**

Except as otherwise provided in the Master Deed or these By-Laws, the presence in person or by proxy of Unit Owners, including Developer, owning at least one-third (1/3) of the common interest in the Condominium shall constitute a quorum at all meetings of the Unit Owners. When a quorum is present at any meeting. the vote of a majority of the Unit Owners present in person or represented by written proxy, shall decide any question brought before the meeting, unless the Master Deed or these By-Laws expressly provide for a different vote, in which case such express provisions shall govern with respect to such question.

D. **Voting.** Each Unit is entitled to one (1) vote. If a Unit is owned by one (1) person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Management Committee of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or Vice President and attested by the

Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner of the Unit. If such a certificate is not on file. the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose. For voting purposes, at least fourteen (14) days prior to a particular meeting, the Management Committee shall prepare a complete list of Unit Owners entitled to vote, arranged numerically by Units. Such list shall be kept until the questions to be voted upon have been determined, and shall be open to examination by Unit Owners throughout such time.

E. **Proxies.** Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote, must be in writing signed by the Unit Owner(s) and shall be valid only for the particular meeting designated therein, and must be filed with the secretary of the Management Committee before the appointed time of the meeting or the adjournment thereof One Owner or Owner's representative shall represent a maximum of two other Units by proxy.

F. **Order of Business.** The order of business at the meetings of the Unit Owners shall be as follows:

- **a.** Roll call
- **b.** Reading of the minutes of the last meeting
- **c.** Consideration of communications
- **d.** Reports of officers
- **e.** Report of Board of Directors
- **f.** Reports of committees
- **g.** Election of members of Board of Directors (when appropriate)
- **h.** Unfinished business
- **i.** New business

G. **Minutes.** The minutes of all Unit Owners meetings shall be taken at all meetings of Unit Owners, and kept in a business-like manner for a period of at least seven (7) years from such meeting and shall be available for inspection by Unit Owners at all reasonable times.

H. **Waver and Consent.** Notwithstanding the foregoing, whenever the vote of Unit Owners at a meeting is required or permitted by any provisions of law, the Master Deed, these By-Laws, or otherwise, the meeting and vote of Unit Owners may be dispensed with if all Unit Owners entitled to vote at said meeting consent in writing to the proposed action.

SECTION VI. MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

APARTMENT UNITS

A. The Association shall maintain. repair and replace, at the Association's expense:

1. all portions of a unit, except interior surfaces, contributing to the support of the condominium building, which portions shall include, but not be limited to, the outside walls of the condominium building and all fixtures on the exterior boundary walls of units, floor and ceiling slabs, load- bearing columns and load-bearing walls;
2. all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of a unit that service part or parts of the Condominium other than the unit within which contained; and
3. all incidental damage caused to a Unit by such work specified in (1) and (2) of this subsection.

B. The responsibility of the Unit Owner shall be as follows:

1. To maintain, repair and replace at his expense all portions of his unit, except the portions to be maintained, repaired and replaced by the Association. The portions of a unit to be maintained, repaired and replaced by the Unit Owner at his expense shall include but not be limited to the fo11owing items: major appliances such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not such items are built- in equipment; floor coverings, except floor slabs, interior fixtures such as electrical and plumbing fixtures; inside paint and other inside wall finishes. mechanical equipment and installation of such equipment shall be such that its operation will not cause annoyance to the residents of other Units:
2. Not to make or cause to be made any structural addition or alteration, decoration, repair, replacement or change to the Common Elements and/or the Limited Common Elements or to any outside or exterior portion of the building, whether part of a Unit the Common Elements and/or Limited Common Elements:
3. Each owner shall have a duty to repair and reconstruct his unit according to its original design. If an owner fails to repair or reconstruct his unit within a reasonable time, the Management Committee may elect to either repair or reconstruct the unit, and the cost shall be both the personal obligation of the owner and a lien upon the unit.

C. Common Elements.

1. The maintenance of the Common Elements and Limited Common Elements shall be the responsibility of the Association, and there shall be no material alteration or substantial additions to the Common Elements and the Limited Common Elements except in the manner provided in the Master Deed or in the By-Laws of the Association.
2. The Management Committee of the Association may enter into a contract with any finn, person or corporation for the maintenance and repair of the Condominium Property and may join with other Condominium Associations in contracting with the same firm, person or

corporation for maintenance and repair.

3. No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety of soundness of the Condominium Building containing his Unit, or impair any easements.
4. The Association shall detennine the exterior scheme of the building and all exterior surfaces and shall be responsible for the maintenance thereof: and no Unit owner shall paint an exterior wall, door, window or any exterior surface without the written consent of the Management Committee.

SECTION VII: INSURANCE

The Management Committee of the Association shall obtain and maintain at all times the following insurance listed below. The named insured in all insurance policies upon the Condominium Property shall be the Association individually and as agent for the Unit Owners, without naming them, and first mortgagees, and to other mortgagees upon request.
Liability Insurance. Public liability insurance covering all of the Common Elements and insuring the Association and the Unit Owners as it and their interests appear, in such amounts as the Management Committee may determine from time to time. Premiums for such insurance shall be chargeable as a Common Expense to be assessed against and paid by each of the Unit Owners in the proportions set forth herein. The Association shall be not be responsible for purchasing Liability insurance to cover accidents occurring within the individual Units.

1. **Casualty Insurance.** Casualty insurance insuring against vandalism, malicious mischief, fire, windstorm and extended coverage insurance, insuring all of the insurable improvements upon the land and all personal property included in the Common Elements and Limited Common Elements for a minimum of eighty percent (80%) of the full replacement value, together with such other insurance as the Association deems necessary. Premiums for such insurance shall be chargeable as a Common Expense to be assessed against and paid by each of the Unit Owners in the proportion set forth above herein. The Management Committee shall annually make an-analysis to determine replacement costs for insurance purposes for all of the then existing improvements for the ensuing year. Said insurance shall not insure against damage to the interior of individual units or personal property therein contained. Such other insurance as the Management Committee of the Association shall determine from time to time to be desirable.
2. **Premiums.** Premiums for such insurance shall he chargeable as a Common Expense to be assessed against and paid by each of the Unit owners in the proportions set forth herein.
3. **Distribution in the Proceeds.** In the event a loss occurs for which proceeds of insurance policies are received, payments under the policies shall be disbursed and expended in the following manner:

1. To the Management Committee of the Association.
2. If the damage for which the proceeds are paid is to be repaired or reconstructed, the Association shall pay the proceeds to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, each Owner share being the same as the undivided interest to his Unit. Such proceeds shall be paid to Unit Owners and their mortgagees jointly.
3. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners by the Association, each Owner's share being equal to the undivided interest in the Common Elements and Limited Common Element appurtenant to his Unit. Remittances shall be paid to Unit Owners and their mortgagees jointly.
4. The Association is irrevocably appointed agent for each Unit Owner and for each holder of a

mortgage of other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjustable claims arising under insurance policies purchased by the Association and to execute and delivery releases upon the payment of claims.

5. Unit Owners may obtain insurance coverage at their own expense upon their own property and for their personal liability and living expense.

SECTION VIII: RECONSTRUCTION OR REPAIR AFI'ER CASUALTY

If any part of the Condominium Property shall be damaged by casualty, a decision as to whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. **Lesser damage.** If Units to which at least fifty percent (50%) of the Common elements are appurtenant are found by the Management Committee of the Association to be tenantable after the casualty, the damaged property shall be reconstructed or repaired by the Association.
2. **Major damage.** If Units to which more than fifty percent cent (50%) of the Common Elements and the Limited Common Elements are appurtenant are found by the Management Committee to be not tenantable after the casualty, a decision as to whether the damaged property will be reconstructed and repaired or the condominium tenninated shall be determined in the following manner:

A. Immediately after the casualty, the Association shall obtain reliable and detailed estimates of the costs to rebuild and repair.

B. Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all Unit Owners of the Casualty, the extent of the damage, the estimated costs to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such notice shall announce a meeting of Unit Owners to be held within thirty (30) days from the mailing of such notice. If the reconstruction and repair is approved at such meeting by the Owners of seventy-five (75%) ot the Common Elements and Limited Common Elements, the damaged property shall be reconstructed or repaired; or if not so approved, the Condominium shall be terminated without agreement and any proceeds from insurance of sale of Condominium Property shall be distributed as provided for herein. Such approval may be expressed by vote or in writing filed with the Association at or prior to the meeting. The expense of such determination should be assessed against all Unit Owners in proportion to their Share of the Common Elements and the Limited Common Elements.

C. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Management Committee of the Association and by the owners of not less that seventy-five percent (75%) of the Common Elements, including Institutional First Mortgagees, the owners of damaged Units and owners of Units whose plans are intended to be altered, which approvals shall not be unreasonable withheld.

D. If the damage is only to those parts of an individual Unit or Units for which the responsibility of maintenance and repair if that of the unit Owner, then the Unit Owner shal I be responsible for reconstruction and repair after casualty shall be that of the Association.

SECTION IX. CONDEMNATION

In case at any time or times the Condominium Property or any part thereof shall be taken or condemned by an authority having the power of eminent domain, all proceeds paid for or on account of such taking shall be payable to the Association as trustee for all Unit Owners and mortgagees according to the lose or damage to their respective interest in the Condominium Property, as follows:

A. If such taking does not reduce or make untenantable any of the Units, said proceeds shall be used promptly to replace or restore improvements taken upon the affirmative vote of seventy-five percent (75%) of the Unit Owners. In the event seventy-five percent (75%) in number and in common interest of the Unit Owners do not approve the replacement and restoration of the property so taken,. the proceeds shall be distributed to the Unit owners in proportion to the impairment of their respective interest.

B. If such taking reduces or makes untenantab]e any of the Units, the proceeds shall be distributed to the Unit Owners and mortgagees affected by such taking jointly and in proportion to the impairment of their respective interests. The shares in the Common Elements appurtenant to the Units which continue as part of the Condominium shall be equitably adjusted to distribute the ownership of the common Elements among the reduced number of Owners.

C. If such taking reduces or makes untenantable all of the Units, the proceeds shall be distributed by the Association in the same manner as insurance proceeds as provided above, unless seventy-five percent (75%) in number and in common interest of the Unit Owners vote to restore or replace the portions of the Condominium Property so taken. In the event said Unit Owners approve the restoration and replacement of said property, the Association shall disburse the award to contractors engaged in such replacement and restoration in appropriate progress payments provided, however, any such replacement or restoration must be according to plans and specifications approved by the Management Committee of the Association and by the owners of not less than seventy-five percent (75%) in number and in common interest of the Unit Owners. If the award is not sufficient to pay the costs of such replacement and restoration. then additional assessments may be made against Unit Owners as provided in these By-Laws.

SECTION X. EASEMENTS

The Management committee shall have the authority to grant such easements over and across the Common Elements as shall be detennined by said Management Committee to be in the interest of the owners.

SECTION XI. AUDIT OF BOOKS AND RECORDS

Any owner may at any time, at his own expense, cause an audit or inspection to be made of the books and records of the Association. The Management Committee, at the expense of the common Expense Fund, may obtain an audit of all books and records pertaining to the project from year to year, it is deemed necessary by the majority of the members thereof

SECTION Xll. PROVISIONS OF BY-LAWS

The provisions of these By-Laws shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of this Horizontal Property Regime. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provisions or any provision hereof.

SECTION Xlll. FINANCES

A. **Calendar Year.** The Association shall operate upon a calendar year beginning the first day of January and ending on the 31st day of December of each year. The Management Committee is expressly authorized to change from a calendar year basis to that of a fiscal year basis

whenever deemed expedient for the best interest of the Association.

B. **Checks.** All checks or demands for money and notes of the Association shall be signed by person or persons authorized by the Management Committee.

C. **Annual Budget.** Annually the Management Committee of the Association shall prepare a proposed budget setting forth the sums necessary and adequate for the Common Expenses of the Condominium Property in advance for the next year upon which Unit Owners assessments shall be based. Said budget shall include projected expenses for the operation and maintenance of the Common Elements.

D. As used in these By-Laws, the term "Common Expenses" shall mean expenses or charges for which Unit Owners are proportionately liable, and shall include but not be limited to the following:

1. All expenses of administration, maintenance, repair, and replacement of the Common Elements.
2. Insurance premium on all policies of insurance obtained by the Management Committee.
3. Warranty capital and reserve.
4. General operating reserve.
5. Reserve for deficiency accrued in prior years.
6. All other amounts designated Common Expenses by the Master Deed, these By- laws or by law.
7. All other amounts that the Unit Owners may agree upon or that the Management Committee may deem necessary or appropriate for the operation, administration and maintenance of the Condominium.

E. A copy of said proposed annual budget shall be mailed to the Unit Owners not less than thirty (30) days prior to the Management Committee meeting at which the budget will be considered, together with written notice of the time and place of that meeting, and said meeting shall be open to all Unit Owners.

F. A final budget of Common Expenses will be adopted by the Management Committee at such meeting subject to the rights of the Unit Owners set forth below.

G. Upon written application of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held upon not less than ten (10) days written notice to Unit Owner, but within thirty (30) days of the delivery of such application to the Management Committee or any member thereof. at which special meeting Unit Owners may consider and innact a revision of budget. or recall any and all members of the Management Committee and elect their successors. The revisions of the budget or the recall of any and all members of the Management Committee shall require a vote of not less than a majority of the votes of all Unit Owners.

H. **Assessments.**

1. Each Unit Owner shall be obligated to pay Common Expenses assessed by the Management Committee pursuant to a properly approved annual budget in the proportion set forth in the Master Deed and By-Laws. Said Assessments shall be payable annually.
2. Should the annual budget prove inadequate for the maintenance of Common Elements or should expenses arise not contemplated by the time of preparation of said budget. the Management Committee may levy special assessments as required. Special assessments shall be levied in the same proportion as set forth in the Master Deed and the By-Laws and paid in the same manner as herein above provided for regular assessments.
3. **Billing and Payment of Assessments.** The Management Committee shall mail or present a statement of the assessment to each Unit Owner or Owners. All assessments shall be

payable to the Management Committee, and upon request, the Management Committee shall give a receipt for each payment made.

4. **Common Surplus.** If in any taxable year the net receipts of the Association from assessments and all other sources, except casualty insurance proceeds and other non-recurring items, exceeds the sum of (a) total Common Expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for Common Expenses and other liability in the next succeeding taxable year as may be determined by the Management Committee, such excess shall be retained and applied to lessen the assessments for the next succeeding year.
5. **Default in the Payment of Assessments.** In the event a Unit Owner does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Management Committee, may foreclose on the unit in the same manner as allowed by the laws and statutes of the State of Tennessee that govern the foreclosure of chattel mortgage.

SECTION XIV. BLANKET MORTAGE

Should the Condominium Property, or some or all of the Units therein, together with the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto, become subject to a blanket mortgage constituting a first lien thereon created by an instrument executed by all owners of the property of units covered thereby and recorded in the office in which these By-laws are recorded, then any Unit included under the lien of such mortgage may be sold or otherwise conveyed or transferred subject thereto. The instrument creating any such mortgage shall provide a method whereby any Unit Owner may obtain a release of his Unit and its appurtenant interest in the Common Elements and Limited Common Elements from the lien of such mortgage and a satisfaction and discharge in recordable form, upon payment of a sum equal to the proportionate share attributable to his Unit or the then outstanding balance of unpaid principal and accrued interest and other proper charges. The proportionate share attributable to each Unit shall be in each case the proportion in which all units then subject to the lien of the mortgage share among themselves in liability for Common Expenses as provided in the Master Deed and these By- Laws.

SECTION XV. HOUSE RULES, RENTER'S RULES

In addition to the other provisions of these By-Laws, house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Management Committee, and approved by a majority of owners at the annual meeting of the Owners, shall govern the use the conduct of the Units located on the property and the conduct of the residents thereof. Such House Rules and Renters Rules as adopted in accordance with these By-laws are attached as Appendix I and Appendix II hereto and are to be recorded in the Office of Register of Deeds for Sevier County, Tennessee. House Rules and Renter's Rules may be certified and recorded separately at such time as they may be separately amended.
Attached separately as Appendix III is a board adopted policy and procedure for the uniform enforcement of the House Rules and Long Term Renter's Rules.

SECTION XVI. DEFAULT

1. **Remedies.** In the event of violation of the provisions of law, the Master Deed or these By-laws, as the same or may hereafter be constituted, thirty (30) days after notice from the Association by certified mail to the Unit owner to correct such breach or violation of the

Association, on its own behalf or by and through its Management Committee, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, including suit for damages or foreclosure, or pursue such other course or action or legal remedy as it may deem appropriate.

2. **Attorneys' Fees and Costs.** In the event such legal action is brought against a Unit Owner, the Unit Owner as defendant shall pay the prevailing plaintiffs reasonable attorneys' fees and court costs.
3. **Unit Owners Bound.** Each Unit Owner, for himself, his successors or assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association and regardless of the availability of the other equally adequate legal procedures. It is the intent of all Owners of Condominium Units to give the Association a method and procedure which wi11 enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the Unit Owners, and to preserve each Unit Owner's right to enjoy the Condominium Unit free from unreasonable restraint and nuisance.

SECTION XVI MISCELLANEOUS

1. **Governing Documents.** The documents governing this Condominium and ownership of Condominium Parcels therein shall include the Master Deed and By- laws, which may be amended from time to time.
2. **Authority of the Association.** The Association shall have the powers, right and authority, including lien rights, subject to any]imitations thereon imposed by the Master Deed and By-laws, which may be amended from time to time. No Unit Owner or member of the Management Committee shall have any authority to act for the Association or bind it.
3. **Partial Invalidity.** If any By-laws or part thereof shall be adjudged invalid, the same shall not affect the validity of any other by-law or part thereof
4. **Gender.** Wherever the masculine singular form of the pronoun is used in these By- laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

SECTION XVIII. AMENDMENT

1. These By-laws may be amended by a majority of the first Management Committee until the first annual meeting, and thereafter by the Unit Owners, in the following manner only:
2. **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendments considered.
3. **Approval.** An amendment shall be approved by two-thirds (2/3) of all of the voting Unit Owners. Unit Owners not present in person or by proxy at the meeting considering the amendment may express their proxy in writing, providing such approval is delivered to the Secretary at or prior to the meeting.
4. **Provision.** Provided however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units unless the members so affected shall consent. No amendment may be made affecting the rights, as expressed in the Master Deed and By-laws.
5. **Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Master Deed and By-laws which certificate shall be executed by the Officer of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Register of Deeds for Sevier County, Tennessee.

SECTION XIX.

These By-laws shall become effective upon recording of the Master Deed, wherein they are incorporated, in the Office of the Register of Deeds of Sevier County, Tennessee.

I hereby certify that the above By-Laws of Edelweiss Chalet Owers Association have been duly approved by the Owners of said Association in accordance with the provisions of the By-Laws and Master Deed. The current By-laws consist of the 2001 By-laws of record in Book 1232, pages 342-359 in the Office of the Register of Deeds of Sevier County, Tennessee, and the 2009 By-law Amendment recorded in Book 351, Pages 383-384, ROSCT. This set of By-Laws further incorporates a House Rule approved by the requisite number of Owners at the Annual Owners meeting conducted on August 18, 2018.

SIGNED:

President

APPENDIX I

HOUSE RULES OF EDELWEISS CHALET OWNERS ASSOCIATION

1. Each Unit shall be used only for residential purposes and may not be used for any business or commercial purposes whatsoever.
2. Unit owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other Unit Owners or in such a way as to be injurious to the reputation of the property .
3. The use of the Units shall be consistent with existing law, and these restrictions, and shall not constitute a nuisance.
4. Common Elements shall not be obstructed, littered, defaced or misused in any manner.
5. No Unit Owner or occupant of a unit shall post any advertisements or posters of any kind in or on the unit or the Condominium Property except as authorized, in writing, by a majority of the Management Committee.
6. Owners and occupants of units shall exercise extreme care to minimize noises and in the use of musical instruments, radios, television sets, amplifiers, so as not to disturb the other persons and parties occupying units.
7. No garments, rugs or other items may be hung from the windows of the units, rugs, etc., may only be cleaned within the units, and not in any common portion the Condominium Property.
8. All garbage and trash shall be deposited in the disposal installations provided for such purpose.
9. No Owner or occupants of a unit shall install wiring for electrical or telephone. installations, nor install any type of television antenna, machines or air conditioning units, etc., except as authorized in writing by a majority of the Management Committee.
10. One parking space in the parking area of the Condominium Property shall be assigned by the Management Committee to each unit a space once assigned by the Management Committee to each unit shall thereafter be deemed a Limited Common element reserved for the use of the Condominium Unit to which it was originally assigned and to the exclusion of the other Condominium Units. The remaining parking area shall be for the general use of the Unit Owners and their guests.
11. Quiet time is from twelve midnight to 8:00 AM. Hot tubs must not be used during those hours.
12. Visitors' parking areas are available on a first-come basis. However, because of limited parking we will have the following exceptions:
    a. No boats, motor homes, campers, trailers or busses can be parked on the premises.
    b. No vehicle that does not have a current license plate can be parked on the premises.
    c. No junk vehicle can be parked on the premises. Deciding if a vehicle comes under this category will be at the sole discretion of the Board of Directors and requires a one hundred percent (100%) vote by the Board.
13. A Non-Smoking Policy House Rule was adopted on August 18, 2018 at the 2018 Owners Meeting stating as follows:

    A. A non-smoking policy shall be in effect for Edelweiss Chalet Condominium Owners Association. However, all privately owned units including patios will be exempt from the non-smoking house rule for so long as the unit remains under the ownership of the current owners as of August 18, 2018. All current Edelweiss owners of units as of August 18, 2018 are

grandfathered from application of the non-smoking rule. The non-smoking policy shall be fully applicable to owners acquiring their units after August 18, 2018.

B. Once any unit is sold by a current owner, the non-smoking rule will be applicable to that unit perpetually in the future.

C. The non-smoking rule provides that the oral smoking of tobacco and other smoke producing products is prohibited in any building of Edelweiss, entry porches or enclosed porches within 25 feet of such buildings. This policy is not applicable to the burning of incense, candles, or fire wood in a fireplace in any unit.

D. The non-smoking rule will not be currently or in the future applicable to any outside area located 25 feet or more from any building located on Edelweiss property inclusive of parking lots or other common areas.

E. Owners of Edelweiss units prior to implementation of this policy are encouraged to exercise courtesy and respect for all other unit owners by voluntarily restricting smoking within the interiors of units, the entrance porches, or within enclosed patios or balconies of such units.

F. Non-smoking rules shall immediately apply to all units placed with an overnight rental company for overnight or short time rentals. Such units shall further be permitted by the City of Gatlinburg, TN, and all fire codes of the City of Gatlinburg and State of Tennessee shall be followed in regard to such rental units.

14. Prospective long-term renters (60 days or longer) are required to submit an application for approval to rent a unit to the Association Board of Directors that shall include the application provided by the owner or rental company and a signed agreement by the renter that all House Rules will be followed. Board response to application will be within 72 hours of receipt of application.
15. Renters are prohibited from having pets. Owners are allowed to have one small pet. Current owners with more than one pet are grandfathered in.
16. No skateboarding is allowed on Edelweiss property.
17. A fine of up to $250 will be levied against the owner of a unit for each violation of a house rule whether the violation was by a renter or the owner in accordance with Appendix III of the By-laws.

APPENDIX II

Edelweiss Long Term Renters House Rules

The following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Management Committee, and approved by a majority of Owners at the annual meeting of the Owners, shall govern the use of the Units located on the property and the conduct of the residents thereof.

1. Each Unit shall be used only for residential purposes and may not be used for any business or commercial purposes whatsoever.

2. Unit Renters shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other residents or in such a way as to be injurious to the reputation of the property.

3. The use of the Units shall be consistent with existing law, and these restrictions, and shall not constitute a nuisance.

4. Common Elements shall not be obstructed, littered, defaced or misused in any manner.

5. No Unit Renter or occupant of a unit shall post any advertisements or posters of any kind in or on the unit or the Condominium Property except as authorized, in writing, by a majority of the Management Committee.

6. Renters and occupants of units shall exercise extreme care to minimize noises and in the use of musical instruments, radios, television sets, amplifiers, so as not to disturb the other persons and parties occupying units.

7. No garments, rugs or other items may be hung from the railings or windows of the units, rugs, etc., may only be cleaned within the units, and not in any common portion the Condominium Property.

8. All garbage and trash shall be deposited in the disposal installations provided for such purpose.

9. No Renter or occupants of a unit shall install wiring for electrical or telephone installations, nor install any type of television antenna, machines or air conditioning units, etc., except as authorized in writing by a majority of the Management Committee.

10. One parking space in the parking area of the Condominium Property shall be assigned by the Management Committee to each unit; a space once assigned by the Management Committee to each unit shall thereafter be deemed a Limited Common element reserved for the use of the Condominium Unit to which it was originally assigned and to the exclusion of the other Condominium Units. The remaining parking area shall be for the general use of the Unit Renters and their guests.

11. Between 7:00 a.m. and 10 p.m. no more that twelve (12) people may congregate in any one condominium unit at any given time. Between 10 p.m. and 7 a.m. no more than eight (8) people may congregate in any one condominium unit or in the common areas at any given time.

12. Owners or Renters who rent property shall provide the President of the Owners Association three telephone numbers as follows:
    12.1. Telephone number of unit being rented.
    12.2. Telephone number of Rental Company.
    12.3. Cell phone number of renter.

13. Hot tubs cannot be used after 12 am (midnight) and before 8 am. Effective June 7, 2003, no new hot tub can be added to any unit. Existing hot tubs can remain in the units.

14. All dogs taken from the units into the common areas must be on a leash.

15. Visitor's parking areas are available on a first-come basis. However, because of limited parking we will have the following exceptions:
    15.1. No boats, motor homes, campers, trailers or busses can be parked on the premises.
    15.2. No vehicle that does not have a current license plate can be parked on the premises.
    15.3. No junk vehicle can be parked on the premises. Deciding if vehicle comes under this category will be at the sole discretion of the Management Committee and requires a one hundred percent (100%) vote by the Committee.

16. Prospective long-term renters (60 days or longer) are required to submit a copy of the application for renting the unit required by the rental company or the owner and a signed agreement that the House Rules will be followed. Both documents must be approved by the Association Management Committee prior to renting the unit.

Committee response will be within 72 hours after receipt of application.

17. Effective May 25, 2013, renters are prohibited from having pets. Renters with pets on May 25, 2013 may keep their current pets but shall not have additional new pets.

18. Skateboarding is not allowed on Edelweiss property.

19. A fine of up to $250 will be levied against the Owner of a unit for each violation of a house rule whether the violation is by an Owner or the Renter.

As a renter of an Edelweiss Unit, I shall follow the House Rules listed above.

_____	_____
Name of Renter	Name of Renter
_____	_____
Signature	Signature
_____	_____
Date	Date

APPENDIX III

EDELWEISS CHALET CONDOMINIUM OWNERS ASSOCIATION, INC.

POLICIES AND PROCEDURES FOR ENFORCEMENT OF THE RULES AND REGULATIONS AND ASSESSMENT OF PENALTIES/FINES FOR VIOLATIONS

These policies and procedures were adopted by the Board of Directors (the "Management Committee") of EDELWEISS CHALET CONDOMINIUM OWNERS ASSOCIATION, INC. (the "Association") on October 26, 2018, and are established pursuant to the Tennessee Horizontal Property Act, T.C.A. 67-27-101 et. seq. (the "Act"), Sections III and XV of the Association's Bylaws (the "Bylaws"), and the Master Deed, and are made part of the rules and regulations of the Association as incorporated within Section XV of the Bylaws for the purpose of reporting violation of rules and regulations of the Association, assessing fines for violations of rule and regulations, and collecting fines.

1. REPORTING OF VIOLATIONS

A. Owners and other residents should make every reasonable effort to resolve differences between them, even if the basis of the differences is a violation of the Rules and Regulations. However, an owner or other resident of EDELWEISS CHALET CONDOMINIUM OWNERS ASSOCIATION, INC. may deliver to a member of the Board or to the President of the Association a written complaint explaining the violation of the Rules and Regulations, stating the date and time of the violation, and providing the name or a description of the person who allegedly caused the violation, and the location (unit or common area) where the violation occurred. The violation will then be investigated by the Board or it's designee.

2. FINES FOR VIOLATIONS

B. Under the Master Deed, Association Bylaws, and the Tennessee Horizontal Property Act, T.C.A. 67-27-101 et. seq. (the "Act") as applicable to condominiums created prior to January 1, 2009, the Board has the authority to impose reasonable fines for violations of the Rules and Regulations. The notices and fines set forth below for violations of the Rules and Regulations will be administered for those violations that pose no immediate risk to the health, safety, or welfare of the residents of the Association or to any portion of the Association.

C. The Board reserves the right to take more stringent action inclusive of immediately filing appropriate legal action when a violation of the Rules and Regulations is deemed to present an immediate hazard to the health, safety, or welfare of the residents of the Association or to a portion of the Association. In addition, the Board reserves the right to pursue any other actions or remedies that are authorized by the Master Deed, the Bylaws, and any relevant ordinances of the City of Gatlinburg, Tennessee, or statutory law or administrative regulations of the State of Tennessee.

3. ENFORCEMENT GUIDELINES

The following guidelines will be followed by the Board in the event of a violation of the Rules and Regulations:

a. First violation: A written warning is sent to the owner of the unit (the "Owner") in which the violator is residing or visiting (the "Violation Letter"). If the resident of the unit involved is not the owner, but a lessee, written notification of the violation will likewise be sent to the lessee. The Violation Letter will state a reasonable period for the violation to be remedied if a property maintenance violation or that no further violations are to occur if involving resident or tenant conduct. If the violation is not resolved or remedied within the reasonable period set out in the Violation Letter, then a fine shall be imposed equal to a second violation on the day following the expiration of the reasonable period.

b. Second Violation: For a Second violation of the same Rule and Regulation set forth in the Violation Letter, within 12 months from the date of Violation Letter, a $50.00 fine shall be assessed the owner and/or lessee, if applicable. The letter setting out the assessment of the fine shall give the owner or lessee no more than 10 days to resolve or remedy the violation. If the violation is not resolved within the 10 day period, then an additional fine equal to a third violation shall be assessed in addition to fine for the second violation, if that fine remains unpaid.

c. Third violation: For a violation of the same Rule and Regulation set forth in the Violation Letter, within 12 months from the date of the Violation Letter, a $100.00 fine shall be assessed the owner and/or lessee, if applicable. The letter setting out the assessment of the fine shall give the owner or lessee no more than 10 days to resolve or remedy the violation. If the violation is not resolved within the 10 day period, then an additional fine equal to a fourth violation shall be assessed in addition to fines for the second and third violation, if those fines remain unpaid.

d. Fourth and Subsequent Violations: For a Fourth or subsequent violation of the same Rule and Regulation set forth in the Violation Letter, within 12 months from the date of the Violation Letter a $250.00 fine for each such additional violation in addition to the fines set forth in items b and c above if those fines remain unpaid. The letter setting out the assessment of the fine shall give the owner or lessee no more than 10 days to resolve or remedy the violation. If the violation is not resolved within the 10 day period, then an additional fine equal to a fourth violation fine shall be assessed for each subsequent 10 days period that the violation is not resolved.

4. FINE PAYMENT

All fines shall be due and payable to the Association on the first day of the month following the date that the fines are imposed. At the Board's discretion, the amount of the fines set forth above may be changed for one or more than one particular violation,

given the circumstances surrounding the violation, whether the violator has a history of violations, or other relevant information.

5. NOTICE OF A VIOLATION AND THE OPPORTUNITY TO BE HEARD

In the case of the imposition of any fines for violations of the Rules and Regulations, the Board shall, upon written request of the Owner or Lessee, grant to the Owner or Lessee a hearing on the violation. The procedures for informing the Owner or Lessee of a right to a hearing, the Owner's or Lessee's request for a hearing, and of the hearing itself, shall be as follows:

a. The Owner or lessee shall be given written notice of the nature of the violation and the right to a hearing, and at least 10 days within which to request a hearing in writing. The hearing shall be before the Board or, at the discretion of the Board, a committee appointed by the Board and that is made up of at least three disinterested owners (some or all of the members of the committee may, at the Board's discretion, be members of the Board). The written request shall be mailed or hand delivered by the Owner or Lessee to the President of the Association. For purposes of these procedures, the receipt by the President of the written request shall be deemed to be received by the Board.

b. The hearing shall be scheduled by the Board or committee designated to hear the matter and held within 30 days of receipt by the Board of the owner's or lessee's written hearing request, and with at least 10 days prior written notice to the owner or lessee.

c. If the owner fails to request, or to appear at, the hearing, then the right to a hearing shall be deemed waived by the owner or lessee and the Board may impose the applicable fines and take all other action as it deems appropriate.

d. Hearings shall be conducted in a fair and equitable manner. The decision of the Board/committee, and the rules for the conduct of hearings established by the Board/committee, shall be final and binding on all parties. The decision of the Board/committee shall be delivered in writing to the Owner within 10 days following the hearing, if not delivered to the owner or lessee at the hearing.

e. Attendance at the hearing will be limited to the following persons: members of the Board/committee, agents of the Association, the complainant (if any), the owner or lessee charged with a violation, and any other persons who may have relevant evidence or testimony to offer. A person attending the hearing may elect to be represented by legal counsel. A Board member who has direct involvement in the alleged violation shall excuse himself or herself from the hearing process.

f. Any fines to be imposed by the Association may, at the discretion of the Board/committee, be retroactive to the date of the violation. No notice to the Owner of a right to a hearing need be given before the imposition of fines for a continuing violation.

g. The time frames set forth above may be extended or reduced upon mutual agreement between the owner and the Board/committee. If the violation has created an emergency situation, a shorter notice period may be used.

6. PERSONAL LIABILITY FOR FINES / LEVY OF FINES AS ASSESSMENTS

Pursuant to the Act, Master Deed, and By-laws of the Association, each fine imposed by the Association against the owner or lessee shall be the owner's personal obligation and shall be a lien against the owner's unit for which a Notice of Lien may be filed with the office of Register of Sevier County, Tennessee. The lien shall attach to the unit as of the date the fine is imposed, but shall not be final until (i) the fine is affirmed in writing following the hearing referred to above (if applicable) or (ii) after the expiration of the time period within which the Owner could request a hearing, but failed to do so (if applicable).

7. ATTORNEY'S FEES AND COSTS

Pursuant to the Act, Master Deed, and By-laws of the Association, the attorney's fees and costs incurred by the Association in connection with the enforcement of the Rules and Regulations against the owner or lessee may be assessed against the owner's unit. In addition, those attorney's fees and costs are the personal liability of the owner. A lien against a unit for fines and related charges, fees, and costs may be foreclosed in the same manner as a lien against a unit for other unpaid assessments, as provided by Tennessee law.