

THIS INSTRUMENT PREPARED BY:
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**(Prepared from information provided
by and at the direction of Watauga Condominiums
Homeowners Association, Inc.)**

**AMENDMENT TO THE
AMENDED AND RESTATED CONDOMINIUM BY-LAWS
OF
WATAUGA CONDOMINIUMS, INC.**

THIS AMENDMENT to the Amended and Restated Condominium By-Laws of Watauga Condominiums, Inc. (“Amendment”) is made and entered into by the Members of the Watauga Condominiums Homeowners Association, Inc. (“Reserve” or “Association”) in accordance with Article IX, Section 9.2 of the Amended and Restated Condominium By-Laws of Watauga Condominiums, Inc. (“By-Laws”) attached as Exhibit “C” to the Amended and Restated Master Deed for Watauga Condominiums (“Master Deed”), of record in Instrument No. 20061025-0132105, Register’s Office for Davidson County, Tennessee.

WITNESSETH:

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings set forth in Article I of the Declaration and Article I of the By-Laws; and,

WHEREAS, pursuant to Article IX, Section 9.2 of the Bylaws, the By-Laws may be amended by the affirmative vote or written consent of at least sixty-seven percent (67%) of the total percentage of ownership in the Condominium Project and Eligible Mortgagees who represent at least fifty-one percent (51%) of the Units subject to mortgages held by Eligible Mortgagees; and,

WHEREAS, pursuant to Paragraph 1, part 1 of the Master Deed, Eligible Mortgagees is defined as mortgagees of Units who have given notice to the Association pursuant to Article VIII of the Condominium Bylaws; and,

WHEREAS, as of the date of this Amendment, the Association has not received notice from any mortgagee in accordance with Article VIII of the said Condominium Bylaws, so therefore, no Eligible Mortgagees exist and neither the affirmative vote nor written consent must be received by Eligible Mortgagees and shall not be required from Eligible Mortgagees as a condition for the approval of this Amendment; and,

WHEREAS, all Meetings of the Association whether annual, special or otherwise, shall be called in accordance with Article II of the By-Laws; and,

WHEREAS, as evidenced by their signatures below, the President and Secretary of the Association certify that a _____ meeting of the Members was held on _____, 2022 where a quorum of Members, present in person or by proxy, made a motion which was seconded and carried by the affirmative vote of at least sixty-seven percent (67%) of the total percentage of ownership in the Condominium Project, or in the alternative, written consent of at least sixty-seven percent (67%) of the total percentage of ownership in the Condominium Project has been received and as such, this Amendment to the Amended and Restated Condominium By-Laws of Watauga Condominiums, Inc., shall be adopted.

NOW, THEREFORE, by these presents, **Article II, Section 2.1** of the By-Laws is hereby amended by adding the following **new sub-part (a)** as follows:

(a) Annual Meetings. The annual meeting of the Members shall be held at a date, time and location as may be determined by the Board. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which, is not a legal holiday. The votes of a majority of the Members, present or by proxy, at the annual meeting at which a quorum is present shall constitute the decision of the Members on all business voted upon at such meeting, unless a higher percentage of Members' votes is required under the Master Deed or By-Laws.

NOW, THEREFORE, by these presents, **Article II, Section 2.1** of the By-Laws is hereby amended by adding the following **new sub-part (b)** as follows:

(b) Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors or upon written request of no less than fifty-one (51%) percent of the Members. The votes of a majority of the Members, present or by proxy, at a special meeting at which a quorum is present shall constitute the decision of the Members on all business voted upon at such meeting, unless a higher percentage of Members' votes is required under the Master Deed or By-Laws.

NOW, THEREFORE, by these presents, **subparagraph (e) of Article II, Section 2.3**, entitled Membership; Voting, of the By-Laws is hereby deleted in its entirety and replaced with the following:

2.3 Membership; Voting

(e) Notice of Meetings. Notice of the time, place and subject matter of all meetings, as provided in the Corporate Bylaws shall be given to each Co-owner by mailing the same to such owner or to the individual representative designated by such Co-owner at the address given

by such owner to the Association. If any Co-owner shall fail to give an address to the Association for the mailing of notices, all notices shall be sent to the Unit of such Co-owner, and such Co-owner shall be deemed to have been given notice of any such meeting irrespective of actual receipt thereof. Electronic mail (“email”) delivery of such notice shall be an acceptable means of sending notice of any such meeting if the Board or the Association’s property manager can reasonably rely upon the email address provided to it by each Owner to whom such notice is being emailed, and the email transmission is not returned to the Board or Association property manager as undeliverable.

NOW, THEREFORE, by these presents, **Article II, Section 2.3**, entitled Membership; Voting, of the By-Laws is hereby amended by adding the following **new subparagraph (j)** as follows:

2.3 Membership; Voting

(j) Electronic/Virtual Meetings and Voting. At the discretion of the Board and subject to the same notice, quorum, voting and all other requirements within this Amendment, the By-Laws and Tennessee Law, all meetings of the Board and voting upon Association business at such meetings, may be conducted by any virtual platform to include but not limited to VoteHOANow.com, Electionbuddy.com, Zoom Video Communications, Go to Meeting, RingCentral or any other virtual or electronic platform as long as the quorum at such meetings can be established and documented; the identity of each Board member may be authenticated; member; and, the vote of each Board member at such meeting can be verified as being cast by such Board member.

NOW, THEREFORE, by these presents, **Article II, Section 2.8**, entitled Qualification of Board Members, of the By-Laws is hereby deleted in its entirety and replaced with the following:

2.8 Qualification of Board Members. Each director of the Association and any replacement directors must be a member of the Association, an officer or a director of a corporate member, a partner of a partnership that is a member, or a member of a limited liability company that is a member. No two directors serving concurrent terms may be Co-owners or related to one another by blood or marriage. And no two (2) Directors shall serve at the same time who are members, officers, directors, agents, employees or otherwise affiliated with an Owner that is an entity.

NOW, THEREFORE, by these presents, **Article II** of the By-Laws is hereby amended by adding the following **new Section 2.10** as follows:

2.10 Board of Directors; Selection; Term of Office. The affairs of this Association shall be managed by a Board of five (5) directors, who shall be members of the Association. At the first annual meeting the members following the adoption of this Amendment, one (1) director shall be voted upon to serve for a term of one (1) year; two (2) directors shall be voted upon to serve for a term of two (2) years, and two (2) directors shall be voted upon to serve for a term of three (3) years. At each annual meeting after the first annual meeting, the members shall elect the respective replacement directors for a term of three (3) years. A Director's term of service shall extend until his successor is elected at the annual meeting of the members and thereafter until his successor is qualified and assumes office, or until he is removed in the manner elsewhere provided.

NOW, THEREFORE, by these presents, **Article II** of the By-Laws is hereby amended by adding the following **new Section 2.11** as follows:

2.11 Meetings of the Board. A regular annual meeting of the Board shall be held within thirty (30) calendar days after, and at the same place as annual meetings of the Members. Other meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may, from time to time, adopt.

NOW, THEREFORE, by these presents, **Article II** of the By-Laws is hereby amended by adding the following **new Section 2.12** as follows:

2.12 Removal of Directors.

- i. Any director may be removed from the Board, without cause, by a vote of two-thirds (2/3) of the Members of the Association who are entitled to cast a vote.
- ii. Any director elected by the Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association, or who is in violation of any covenant or restriction of the Association for more than thirty (30) days for which such director has been provided written notice and an opportunity to cure but has refused, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present.
- iii. Vacancies. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting. Written notice to include the

name of the person selected by the Board to fill the vacated seat, shall be provided to all Members within five (5) business days of such selection.

NOW, THEREFORE, by these presents, **Article II** of the By-Laws is hereby amended by adding the following **new Section 2.13** as follows:

2.13 Indemnity and Liability of Board Members, Officers and Committee Members. The members of the Board, officers and committee members of the Association shall not be liable to the Association or its Members for any mistake of judgment, or of any acts or omissions made in good faith and in the best interest of the Association, as such members of the Board, officers and/or committee members of the Association. The Association shall indemnify, defend and hold harmless each member of the Board, officers and committee member against all contractual liabilities to others arising out of contracts made by such Board members and officers on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the pro-provisions of the Master Deed, Bylaws or Tennessee Law. The liability any Association Member arising out of any contract made by such Board member or officer of the Association or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as such Association Member's percentage interest in the common elements bears to the total percentage interest of all of the Association Members in the common elements. Each agreement made by such Board members or officers shall be executed by such Board members or officers as agents for the Association and its Members.

NOW, THEREFORE, by these presents, **Article II** of the By-Laws is hereby amended by adding the following **new Section 2.14** as follows:

2.14 Binding Effect of Board Determination. In the event of any dispute or disagreement between any Association Member relating to the property, or any question of interpretation or application of the provisions of the Master Deed, Bylaws, rules and regulations and the exhibits thereto, the determination thereof by the Board shall be final and binding on the Association Members.

NOW, THEREFORE, by these presents, **Article II** of the By-Laws is hereby amended by adding the following **new Section 2.15** as follows:

2.15 Election of Officers and Term of Office. The Board of Directors shall elect the officers of the Association. Election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

NOW, THEREFORE, by these presents, **Article II** of the By-Laws is hereby amended by adding the following **new Section 2.16** as follows:

2.16 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. This Section 2.16 shall only be applicable to the removal of officers. The removal of any Director shall be accomplished in accordance with Section 2.12 herein.

NOW, THEREFORE, by these presents, **Article II** of the By-Laws is hereby amended by adding the following **new Section 2.17** as follows:

2.17 Enumeration of Offices. The officers of this Association shall be a president; a vice-president; a secretary; and a treasurer; and such other officers as the Board may from time to time by resolution create. All officers of the Association shall at all times be members of the Board of Directors. The duties of Secretary and Treasurer as defined in Section 2.18 below, may, by written contract, be delegated to a professional community association management company hired by the Board in accordance with the enumerated Board powers herein.

NOW, THEREFORE, by these presents, **Article II** of the By-Laws is hereby amended by adding the following **new Section 2.18** as follows:

2.18 Duties of Board Officers. The duties of the offices are as follows:

President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

Vice President

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the

Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

NOW, THEREFORE, by these presents, **part (a), sub-part (3) of Article V, Section 5.3 on page C-7** of the By-Laws is hereby deleted in its entirety and replaced with the following:

5.3 Types and Amounts.

- (a) Hazard Insurance.

3. Such hazard insurance policy may, at the option of the Directors, contain a "deductible" provision in an amount to be determined by the Board of Directors.

Only the changes and amendments made by this Amendment to the Amended and Restated Condominium By-Laws of Watauga Condominiums, Inc., shall be changed. All other terms, conditions, restrictions and provisions of the By-Laws, shall survive and continue to remain in full force and effect.

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the _____ of _____, 2022.

**WATAUGA CONDOMINIUMS
HOMEOWNERS' ASSOCIATION, INC.**

By:
Its: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his/her oath, acknowledged himself/herself to be the President of Watauga Condominium Homeowners' Association, Inc., and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself/herself as such President.

Witness my hand and official seal at _____, Davidson County, Tennessee, this _____ day of _____, 2022

Notary Public

My Commission Expires:

**AFFIDAVIT OF AFFIRMATIVE VOTE FOR AMENDMENT
BY
SECRETARY OF WATAUGA CONDOMINIUMS HOMEOWNERS'
ASSOCIATION INC.**

The undersigned, _____, Secretary of Watauga Condominiums Homeowners' Association, Inc., certifies and affirms that in accordance with Article IX, Section 9.1 of the Amended and Restated By-Laws of Watauga Condominiums, Inc., the affirmative vote of at least sixty-seven percent (67%) of the total percentage of ownership in the Condominium Project, or in the alternative, written consent of at least sixty-seven percent (67%) of the total percentage of ownership in the Condominium Project has been received and as such, this Amendment to the Amended and Restated Condominium By-Laws of Watauga Condominiums, Inc., shall be adopted.

**WATAUGA CONDOMINIUMS
HOMEOWNERS' ASSOCIATION, INC.**

By:
Its: Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged herself/himself to be the Secretary of Watauga Condominiums Homeowners' Association, and that she/he as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by herself/himself as such Secretary.

Witness my hand and official seal at _____, Davidson County, Tennessee, this
_____ day of _____, 2022.

Notary Public

My Commission Expires: