



Outdoor Resorts at Gatlinburg

Master Deed / Bylaws

Restated Master Deed (October 21st 2021)

I.SUBMISSION STATEMENT

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This **RESTATED MASTER DEED** is approved and submitted to the owners and members of the **OUTDOOR RESORTS at GATLINBURG, INC.**, a nonprofit Tennessee corporation operating as an association of the owners of lots in Outdoor Resorts at Gatlinburg, Inc., hereinafter called the “Association”.

WITNESSETH

WHEREAS, the Developer did acquire a certain property situated in the Seventeenth Civil District of Sevier County, Tennessee, more fully described in a recorded plat of Book 14, pages 28, 29, & 30, Register’s Office of Sevier County, Tennessee; and

WHEREAS, the Developer did restrict the said property to use as recreational campsites for camping trailers, including within such category tent-type folding trailers, pick-up campers, modern travel trailers and, motor homes, but excluding folding tents not mounted on wheels and any trailer generally considered or referred to as “mobile homes”; and

WHEREAS, said subdivision is designated and known as Outdoor Resorts at Gatlinburg; and

WHEREAS, the Developer has conveyed the aforesaid property to Outdoor Resorts at Gatlinburg, Inc. (Grantees), and has submitted the entire property to the condominium form of ownership as defined in the “Horizontal Property Act”, Tennessee Public Acts 1963, Ch. 124; Tennessee Code Annotated §64-2701, §64-2722; and

WHEREAS, Grantees of the aforesaid conveyances consist of the membership of the Association and shall be bound by all the terms and conditions of this Master Deed as if the same were fully and completely set forth in their individual instruments of conveyance.

THEREFORE, in consideration of the premises, the mutual covenants and promises herein contained, the Developer did grant, bargain, sell, convey and transfer unto the Association for the purposes herein set forth and for no other purpose, the common use properties and facilities shown on the aforesaid recorded plat in Book 14, pages 28, 29 & 30, Register’s Office of Sevier County, Tennessee, incorporated herein by reference as Exhibit “A” to the initial Master Deed, whether said facilities were owned and constructed or hereafter acquired or constructed, including, but not limited to, bathhouses, pools, recreational areas, access roads, parking areas, recreational buildings, electric, water, and sewerage systems. Upon construction, acquisition, or expansion of any of the aforesaid common-use facilities, the plat shall, if necessary, be amended to show the location of the same. The Developer did submit to condominium ownership all of the lots particularly described in the aforesaid plat of record, subject to the terms and conditions of the initial Master Deed and the horizontal Property Act of Tennessee, as aforesaid, the provisions of said Act are hereby incorporated by reference and included herein. *(Amended 10/19/2019)*



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II. DEFINITIONS

As used in this Master Deed and Bylaws, the following definitions shall prevail;

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(a). Master Deed means the original recorded Master Deed and all amendments thereto.

(b). Association means Outdoor Resorts at Gatlinburg, Inc., a nonprofit corporation and its successors, the entity responsible for the operation of the condominium association of owners, the same being the Council of co-owners as defined in the Horizontal Property Act of Tennessee.

(c). Bylaws means bylaws of the Association, as they exist from time to time.

(d). Common Elements means the portions of the Condominium property not included in the Units and shall include any premises leased by the Association.

(e). Condominium means the form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements.

(f). Common Expenses mean the expenses for which the unit owners are liable to the Association.

(g). Common Surplus means the excess of all receipts of the Association, including, but not limited to assessments, rent, profits, and revenues on account of the common elements, over the amount of common expense.

(h). Condominium Property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon, and all easements and rights thereto, intended for use in connection with the condominium.

(i). Assessment includes condominium fees and means a share of the funds required for the payment of common expenses which is the liability of the unit owner. *(AMENDED 10/22/91)*

(j). Condominium Parcel means a unit, together with the undivided share of the common elements, which are appurtenant to the unit.

(k). Condominium Unit, or unit, means a part of the condominium property, which is to be subject to private ownership and is also referred to as a Lot from time to time.

(l). Unit Owner, or owner of a unit, or parcel owner, means the owner, as recorded at the Register's office of Sevier County, Tennessee, of a condominium unit. *(AMENDED 10/20/01)*

(m). Developer means Outdoor Resorts of America, Inc., a Tennessee corporation, its assignees or successors.



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(n). Institutional Mortgagee means a bank, savings and loan association, insurance company or union pension fund, authorized to do business in the State of Tennessee, or an agency of the United States Government, or the Developer, its successors, assignees or endorsees.

(o). Long-term lease (deleted)

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(p). Occupant means the person or persons, other than the unit owner, in possession of a unit.

(q). Condominium Documents means this Master Deed, the Bylaws, and all Exhibits annexed hereto as the same from time to time may be amended.

(r). Horizontal Property Act means and refers to Tennessee Code Annotated §64-2701 through §64-2722, known as the Horizontal Property Act of the State of Tennessee, as the same may be amended from time to time.

(s). Lot means a private lot within the development identified on the plat or plats of record of the development in the register's Office of Sevier County, Tennessee, or any recorded amendments thereto. A lot may also be referred to as a **unit** from time to time and the terms are interchangeable unless the context suggests otherwise. (AMENDED 6/25/88)

(t). Grandfathered In means to allow the current status of something pre-existing to remain unchanged, despite a change in policy or rules that apply in the future. (AMENDED and added 6/25/88)

III. IDENTIFICATION OF UNITS

The condominium property consists essentially of 376 units in all, and each unit has been given an identifying number and is delineated on the record plat which is incorporated herein by reference as Exhibit "A" to the initial Master Deed. The plat also contains a survey of the land, a plot plan, a delineation, and a description of the common elements in sufficient detail to identify the location, dimensions, and size of the same. Private ownership has been prepared for all lots or parcels, which automatically creates the right of the Association to subject the lot to assessment, without more. (AMENDED 6/25/88)

IV. OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the Condominium shall own an undivided 1/376 interest in the common elements and limited common elements. The fee title to each condominium parcel shall include both the condominium unit and the above respective undivided interest in the common elements said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the condominium unit. Any attempt to separate the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void. These common elements include but are not limited to the following: the water distribution system, the sewage



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collection system, the electrical distribution system, the roads within the condominium property (excepting state or federal roads), pathways, as shown on the condominium subdivision plat, bathhouses, recreational facilities in the recreation area, service facilities located in common-use areas, parks, parking areas, drainage facilities, and any other areas that are for the common benefit and enjoyment of the owners of the lots. (AMENDED 6/25/88)

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V. THE OPERATING ENTITY

The Association shall be responsible for the operation of the Condominium and shall have all the powers and duties granted to or imposed upon it by this Master Deed, the Bylaws of the Association, attached hereto as Exhibit "B" the laws of the State of Tennessee, and its Articles of Incorporation attached hereto as Exhibit "C". The operation of the condominium property shall be governed by the Bylaws which are set forth in a document entitled "Bylaws of Outdoor Resorts at Gatlinburg, Inc.," which is annexed to this Master Deed, marked Exhibit "B" and made a part hereof, as well as Administrative Rules and Regulations as adopted by the Board of Directors. No modification of or amendment to the Bylaws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment of this Master Deed. The Bylaws may be amended in the manner provided for therein, but no amendment to said Bylaws shall be adopted that would affect or impair the validity or priority of any mortgage covering any condominium parcel(s).

(AMENDED 6/25/88)

VI. ASSESSMENTS

The Association, through its Board of Directors, shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the common expenses of the condominium property and such other assessments as are specifically provided for in this Master Deed and the Bylaws attached hereto. The procedure for the determination of such assessments shall be as set forth in the Bylaws of the Association.

The common expenses shall be assessed against each condominium parcel owner, as provided in this Article of this Master Deed. (AMENDED 6/25/88)

Assessments that are unpaid for over thirty (30) days after the due date, shall bear interest at the rate of ten percent (10%) per annum, from the due date until paid, and, at the sole discretion of the Board of Directors, a late charge shall be ten percent (10%) of assessment due and payable. To enforce all remedies set forth herein, assessments unpaid for thirty (30) days from the due date shall be deemed delinquent. (AMENDED 10/20/97)

The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, against the unit owner of such condominium parcel, together with a lien on all tangible personal property located upon said unit; provided, however, that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record, and further provided that said lien on a condominium parcel shall be subordinate to the lien of any institutional first mortgage. Reasonable attorney's fees incurred by the association incident to the collection of such assessment for the enforcement of such liens, together with all sums advanced and paid by the Association for taxes and



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payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of a unit owner on payment of his obligation. The Board of Directors may take such action as they deem necessary to collect assessments by personal action, or by enforcing and foreclosing said liens, and may settle and compromise the same, if in the best interest of the Association. Said liens shall be effective as and in the manner provided for by the Horizontal Property Act, and shall have the priorities established by said Act, except as herein provided. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel, and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect the same from the unit owner and/or occupant. The Association shall have the right, in lieu of foreclosure, if it deems it prudent, to take possession of the said condominium unit and offer the same for rental. From the proceeds of such rental, if any, the Association shall credit one-half of the income therefrom to the arrearages and in payment of the lien established by the default of the said condominium owner, and to pay the other one-half to the Association. (AMENDED 10/27/97)

The Association shall likewise, if necessary, carry out this right of rental, remove any travel trailer in place on such condominium parcel, and place the same in storage, all without liability to the owner. The selection of this mode of procedure in payment of the lien established by said arrearages and delinquencies shall not be exclusive, and the Association may, at any time, proceed in foreclosure should it deem the same necessary, expedient, or prudent, and no question of judgment may be raised, as this right of renting is an absolute right and a part of this Master Deed. Any person who acquired an interest in a unit including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owner have been paid. The common expenses of the condominium shall include, among other items set forth herein, the maintenance and operation of the common elements. Each unit owner shall be responsible and liable for an equal share of the common expenses regardless of the purchase price of the unit, its location, or the square footage of the same. After all, units have been submitted to this Master Deed, each unit owner shall be liable for an equal share of the common expenses. (AMENDED 10/27/97)

Any common surplus of the Association shall be owned by each unit owner in the same proportion as the owner's contributions to the common expenses and assessments of the Association.

VII. PROVISIONS RELATING TO THE SALE OR RENTAL OF CONDOMINIUM UNITS

Any provisions relating to the sale or rental of units shall be as set forth in the Bylaws or Administrative Rules and Regulations of the Association. (AMENDED 10/27/97)

VIII. INSURANCE



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A. Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements and ensuring the Association as its interest appears, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$250,000 – \$550,000 – \$10,000. Said insurance shall include, but not limit the same, to water damage, if available, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

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B. Casualty Insurance. Purchase of Insurance - The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance ensuring all of the insurable improvements within the condominium including personal property owned by the Association, in and for the interest of the Association, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association, the premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage as provided in this Master Deed must be good and responsible companies authorized to do business in the State of Tennessee. (AMENDED 10/27/97)

IX. MAINTENANCE AND ALTERATIONS

The Board of Directors of the Association may enter into a contract with any firm, person, or corporation for the maintenance and repair of the condominium property, and may join with other condominium corporations in contracting with the same firm, person, or corporation for maintenance and repair. The Board of Directors may likewise enter into a contract with the owners of any public utility for the furnishing of such public services as electricity, or sewage disposal to the condominium. The Board of Directors may likewise, from time to time, enter into long-term leases for the use of such public service utilities or may purchase the same outright, and thereafter the said facility may, by an amendment to this Master Deed, become a part of the common use elements. (AMENDED 10/27/97)

X. RETENTION OF INTEREST

The Developer has no Retention of Interest as of October 28, 2010. (AMENDED 10/27/97)

XI. USE AND OCCUPANCY

Rules and Regulations pertaining to the use and occupancy of the parcels or units are set forth in the Association's Bylaws, Article XVI, and are incorporated herein by reference as Exhibit "B", and adopted as Administrative Rules and Regulations of the Association. (AMENDED 6/16/84 and 10/17/15)



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XII. MISCELLANEOUS PROVISIONS

A. The owner of the respective condominium unit shall not be deemed to own pipes, wires, conduits, roads, sewage connections, etc., or other public utility lines running through the condominium parcels or units which are utilized by or serve more than one condominium unit, which items are, by these presents, made a part of the common elements.

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B. The owners of the respective condominium units agree that if any portion of a condominium unit or common element or limited common element encroaches upon another, a valid Association easement for the encroachment and maintenance of same, so long as it stands, shall and does exist.

C. No owner of a condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements, or by the abandonment of his condominium unit.

D. All provisions of this Master Deed and Exhibits attached hereto and amendments or revisions thereof shall be construed to be covenants running with the land and of every part thereof and interest therein, including, but not limited to, every unit and the appurtenances thereto, and every unit owner and claimant of the property or any part thereof or of any interest therein, and his heirs, executors, administrators, successors, and assigns, shall be bound by all of the provisions of said Master Deed and Exhibits annexed hereto and amendments hereof.

E. If any provisions of this Master Deed or the Bylaws attached hereto, or of the Horizontal Property Act of Tennessee, or any section, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is held invalid, the validity of the remainder of this Master Deed, the Bylaws attached hereto or the Horizontal Property Act of Tennessee, and of the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

F. Whenever notices to members are required as set forth herein, the notices shall be sent to the members by such reasonable means as to attempt to achieve actual notice. The Board of Directors may, at their discretion, adopt procedures for such notices and means of notice, including, but not limited to, regular US mail, facsimile, email, or other electronic means. Members may designate to the Secretary of the Association the means of a notice the member elects or prefers in receiving communication from the Association.

G. In the event any form of notice to an owner is required herein or by the Bylaws or rules and regulations of the Association and the unit owner is deceased, the notice shall be provided to the personal representative of the deceased owner's estate if such personal representative has been appointed and may be identified. If there is no such personal representative or the Association is unable to identify or communicate with a personal representative of the decedent's estate, such notice may be achieved by posting the notice upon the unit in a conspicuous place or by publication at the discretion of the Board. Such notice shall be deemed effective pursuant to the terms herein.



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H. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of the Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

I. If any utility service is separately charged by the utility company to a unit owner by individual meters, or otherwise, then the unit owner shall not be assessed by the Association for this service. (AMENDED 10/17/09)

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IN WITNESS WHEREOF, OUTDOOR RESORTS OF AMERICA, INC., a Tennessee corporation has caused these presents to be signed in its name by its President and its corporate seal affixed, attested by its secretary this 5th, day of November 1971.

Notary Information – did not retype

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **OUTDOOR RESORTS AT GATLINBURG, INC.**, a Condominium, a Tennessee Nonprofit Corporation hereby agrees to accept all of the benefits and all the duties, responsibilities, obligations, and burdens imposed on it by the provisions of this Master Deed and Exhibits attached thereto.

EXHIBIT “B” TO MASTER DEED OF OUTDOOR RESORTS AT GATLINBURG, INC. “BYLAWS” OF OUTDOOR RESORTS AT GATLINBURG, INC. A CONDOMINIUM

ARTICLE I. IDENTITY

The following Bylaws shall govern the operation of the Condominium known as OUTDOOR RESORTS AT GATLINBURG, INC., a condominium, described and named in the Master Deed to which these Bylaws are attached; OUTDOOR RESORTS AT GATLINBURG, INC., a Condominium, is a Tennessee Corporation not for profit, organized and existing pursuant to the Tennessee Corporation Act.

Section 1. The office of the Association shall be at the Condominium property, or at such other place as may be subsequently designated by the Board of Directors.

Section 2. The corporation shall not utilize a corporate seal unless authorized by its Board of Directors.

Section 3. As used herein, the word “Corporation” shall be the equivalent of “Association” as defined in the Master Deed to which these Bylaws are attached, and all other words, as used herein, shall have the same definition as attributed to them in the Master Deed to which these Bylaws are attached.



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ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. The Corporation shall not issue stock or certificates.

Section 2. Membership in the Corporation shall be limited to owners of condominium units, as identified in the preceding Master Deed, II. Definitions, (l) id est. as recorded at the Register's Office of Sevier County, Tennessee. Transfer of unit ownership, either voluntarily or by operation of law, shall terminate membership in the Corporation, said membership is to become vested in the transferee when recorded at the Register's Office for Sevier County, Tennessee. If unit ownership is vested in more than one person, then all of the persons owning said unit shall be members eligible to hold office, subject to the provisions in the Bylaws III., Section C., attend meetings, etc., but as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a corporation, said corporation may designate an individual officer or employee of the Corporation as its "voting member". Any application for the transfer of membership, or the conveyance of an interest in, or to encumber or lease a condominium parcel, where the approval of the Board of Directors of the Association is required, as set forth in these Bylaws and the Master Deed to which they are attached shall be accompanied by an application fee in an amount to be set by the Board of Directors to cover the cost of contacting the references given by the applicant, and such other cost of investigation that may be incurred by the Board of Directors. (AMENDED 10/20/01 and 10/17/21)

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Section 3. Voting

(a). The owner(s) of each condominium unit shall be entitled to one vote for each condominium unit owned. If a condominium unit owner owns more than one unit, he shall be entitled to one vote for each unit owned. The vote of a condominium unit shall not be divisible.

(b) A majority of the unit owners' total votes shall decide any question unless the Bylaws or Master Deed provides otherwise, in which event the voting percentage required in the Bylaws or the Master Deed shall control.

(c) Any unit owner(s), with any type of debt to the Association, who is delinquent by thirty (30) days or more, shall not be allowed to vote in person, by absentee, and/or any proxy at the annual meeting in October and/or any other special meeting at which unit owners may vote. (AMENDED 10/27/97)

Section 4. Quorum. Unless otherwise provided in these bylaws, the presence in person by absentee ballot, or by proxy (to vote for both Board of Directors and other business) of one-third (125) of the unit owners' total votes shall constitute a quorum. (AMENDED 10/20/01)

Section 5. Proxies and Absentee Ballots. Votes for directors may be cast in person, by absentee ballot, or by proxy. Votes for all other matters to be voted at the annual meeting and any other meeting of the membership may only be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 6,) and shall be filed with the Secretary prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein. Where a unit is owned jointly by more than one (1) individual and if they have not designated one of them as a Voting



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Member, a proxy must be signed by all owners where a third person is designated. All owners must also sign to vote by absentee ballot for Directors if their unit is owned jointly and one has not been designated as a Voting Member. In the event of a dispute as to the authority of the signer, the Board may resolve and determine the authority in its absolute discretion or disallow the vote as deemed appropriate. (AMENDED 10/17/87, 6/25/88, and 10/17/21)

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Section 6. Designation of Voting Member. If a condominium unit is owned by one person, that person's right to vote shall be established by the recorded title to the unit. If a condominium unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated in a Certificate signed by all of the recorded owners of the unit and filed with the Secretary of the Association. If a condominium unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the unit for the Corporation shall be designated in a Certificate for this purpose, signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of Corporation, and filed with the Secretary of the Association. The person designated in these Certificates who is entitled to cast the vote for a unit shall be known as the "Voting Member". If such a certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by a corporation, it will be assumed that the owner in attendance representing the joint ownership is the designated voter for that unit. Such Certificates shall be valid until revoked or superseded by a subsequent Certificate, or until a change in the ownership of the unit concerned. If a condominium unit is jointly owned by a husband and wife, the following three provisions are applicable thereto: (AMENDED 10/17/21)

- (a). They may, but they shall not be required to, designate a voting member;
- (b). If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible.)
- (c). Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

Section 7. Nominations for Board of Directors. Any lot owner who wishes to be considered for election to the Board of Directors must submit a resume in writing to the Secretary of the Board no later than forty-five (45) days prior to the Lot Owner's Annual meeting. Nominations from the floor will not be permitted. Write-in votes are not permitted on the ballot at the Lot Owner's Annual meeting. (AMENDED 8/17/80 and 10/17/21)

ARTICLE II – A. MEETINGS OF THE MEMBERSHIP

Section I. Place All meetings of corporation membership shall be held at the condominium property, or at such other place and time as shall be designated by the Board of Directors of the Association and stated in the Notice of Meeting.



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Section 2. Notices It shall be the duty of the Secretary to mail a Notice of each annual or special meeting, stating the time and place thereof to each unit owner of record, at least fifteen (15) days, but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be but are not limited to, regular U.S. mail, facsimile, e-mail, or other electronic means to each unit owner's address. Members may designate to the Secretary of the Association the means of a notice the member elects. (AMENDED 10/18/80, 6/16/84, 10/17/21)

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Section 3. Order of Business The order of business at annual members' meetings, and, as far as practical to all other members' meetings shall be:

- a. Election of the Chairperson of the meeting. The current Board of Directors President shall be considered the default Chairperson. (AMENDED 10/17/21)
- b. Calling of the roll and certifying of proxies.
- c. Proof of notice of meeting or waiver of notices.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Election of inspectors of Election.
- h. Election of Directors.
- i. Unfinished business.
- j. New Business.
- k. Adjournment.

Section 4. Annual Meeting. The annual meeting shall be held at the campsite on the third (3rd) Saturday of October for the electing of directors and transacting other business authorized to be transacted by the members; provided, however that if that day is a legal holiday the meeting shall be held at the same hour on the next secular day following. At the annual meeting, the members shall elect by a plurality vote (cumulative voting prohibited), a Board of Directors, and transact such other business as may properly be brought before the meeting. (AMENDED 10/18/80, 10/20/01, 10/17/21)

Section 5. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President. The President or Secretary shall call a special meeting at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of sixty-five (65) or more voting members of the Association. The request shall state the purpose or purposes of the proposed meeting. A quorum of one hundred twenty-five (125) unit owners, in person or by proxy, is required for a business to be transacted and such business shall be confined to objects stated in the notice thereof. (AMENDED 10/17/21)

Section 6. Waiver and Consent Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or of the Article of Incorporation, or of these Bylaws, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.



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Section 7. Adjourned Meeting If any meeting of members cannot be organized because a quorum of voting members is not present, either in person, by absentee ballot, or by the appropriate proxy (as defined in Article II, Section 4), the meeting may be adjourned from time to time until a quorum is present. (AMENDED 10/20/01)

Section 8. Approval or Disapproval Approval or Disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the "Voting Member", provided, however, where a unit, is owned jointly by two or more individuals and they have not designated one of them as a Voting Member, their joint approval or disapproval shall be required where more than one is present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person. Unless otherwise provided herein or in the Master Deed, any matter to come before the membership for vote shall require approval by a simple majority of those voting by person, by proxy, or by ballot. (AMENDED 10/17/21)

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ARTICLE III. DIRECTORS

The Board of Directors shall consist of three (3) members during the first corporation A year and nine (9) members thereafter. At the first corporate meeting, all nine Directors shall be elected, three for terms of one (1) year, three for two (2) year terms, and three for three (3) year terms. Thereafter, at each annual meeting the Directorships of those whose three-year terms have expired shall be elected from the voting members for a period of three years, it is the intent that there shall be Directors elected at each annual membership meeting for a period of three years. (AMENDED 10/19/91, 10/17/09, 7/04/18)

The following criteria must be met before any lot owner can be considered for office:

- (a). A lot owner for at least one (1) year
- (b). The Director's name must be on the deed recorded in the Sevier County Register of Deeds' office, with a recorded copy in the Condo office or if the lot is held by a business entity or trust, the director shall provide to the Association documentation showing the Director to be an officer, principal, or trustee of the entity or trust;
- (c). Be in good standing with the association, current on assessments, and not otherwise deemed in violation of the Master Deed, Bylaws, or Rules and Regulations of the Association. (AMENDED and ADDED ITEMS 1-3, 7/04/18 and 10/17/09)

In case of an unfulfilled (3) three-year term, a successor for the remaining the unfulfilled period shall also be elected from the membership at the annual meeting. Each member must be an owner or designated representative of an entity as set forth in paragraph 2 above. Any lot owner who has voluntarily resigned will not be eligible to run again for a period of three (3) years. Any lot owner that has been removed for improper conduct or unethical behavior unbecoming a director will be permanently banned from running for



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office. Immediate family members may not serve at the same time on the Board of Directors. For the purpose of this provision, "immediate family members" include spouses, siblings, a parent, step-parent, child, or step-child of a Board member. (AMENDED 10/17/09, 7/04/18, 8/17/19, 10/17/21)

Section I. First Board of Directors

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(a). **The first Board of Directors**, who shall serve until the first annual meeting of members and until their successors have been elected and qualified, shall consist of the following: **BEN KINGREE III, E. RANDALL HENDERSON, & CHARLES B. McMAHON**

(b). **The Organizational Meeting** of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

Section 2. Removal of Directors At any time after the first annual meeting of the membership, at any duly convened annual or special meeting, any one or more of the directors may be removed with or without cause by the affirmative vote of the voting members casting not less than two-thirds of the total votes present at said meeting. A quorum of unit owners is necessary at the time of a vote for the removal of a director. A successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 3 below. (AMENDED 10/17/21)

Section 3. Vacancies on Directorate If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office until the next annual lot owners meeting. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors. (AMENDED 10/19/91)

Section 4. Disqualification and Resignation of Directors Any director may resign at any time by sending a written notice of such resignation to the office of the corporation delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Board Secretary. Three consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. In the event, a Director ceases to be an owner of a condominium unit or has an interest therein, or the directors put their only lot up for sale without a recorded intent to purchase another lot submitted to the board, or in the event, corporate ownership ceases to be an officer of said Corporation, then the directorship shall immediately and automatically terminate. No member shall continue to serve on the Board should he be more than 30 days delinquent in the payment of an assessment and/or any debt said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. (AMENDED 10/18/97)

Section 5. Regular Board of Directors Meetings the Board of Directors may establish a schedule of regular Board of Directors meetings to be had at such time and place as the Board of Directors may



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designate. Notice of such regular Board of Directors meetings shall nevertheless be given to each Director personally or by mail, telephone, or e-mail, at least five (5) days prior to the day named for such meeting. (AMENDED 10/17/21)

Section 6. Special Board Meetings Special Board meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board, not less than five (5) days' notice of or cancellation of the meeting, shall be given personally or by mail, telephone or e-mail, in which the notice shall state the time, place and purpose of the meeting. (AMENDED 10/17/21)

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Section 7. Directors' Waiver of Notice Before or at any meeting of the Board of Directors, any Directors may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Quorum At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present at such meetings, at which a quorum is present, shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. (AMENDED 10/17/21)

Section 9. Compensation for the Directors' fees, if any, shall be determined by the "Voting Members".

Section 10. Powers and Duties The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the corporation and may do all such acts and things as are not by law or by the Declaration of Condominium or by these Bylaws directed to be exercised and done by the unit owners. These powers shall specifically include, but shall not be limited to the following:

(a). To exercise all powers specifically set forth in the Master Deed, in these Bylaws, the Articles of Incorporation of this Corporation, the Administrative Rules and Regulations, and in the Horizontal Property Act of Tennessee, and all powers incidental thereto.

(b). To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Corporation.

(c). To employ, dismiss, and control the personnel necessary for the maintenance and operation of the project and of the common areas and facilities, including the right and power to employ attorneys, accountants; contractors, and other professionals as the need arises.

(d). To make, amend, and enforce rules and regulations respecting the operation and use of the common elements and condominium property and the use and maintenance of the condominium units therein. (AMENDED 10/17/98)



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(e). To contract for the management of the condominium and to designate to such contractor all of the powers and duties of the Association except those which may be required by the Master Deed to have the approval of the Board of Directors or membership of the Association.

(f). Designate one or more committees, which to the extent provided in the resolution designating such committee shall have the powers of the Board of Directors in the management of the business and affairs of the Corporation. Such committee to consist of at least three (3) members of the Corporation, one of whom shall be a Director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors and said committee shall keep regular minutes of their proceedings and report the same to the Board of Directors as required.

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(g). To use and disburse the proceeds of assessments in the exercise of its powers and duties.

(h). The maintenance, repair, replacement, and operation of the condominium property.

(i). The reconstruction of improvements after the casualty and the further improvement of the property.

(j). To enforce by legal means and other board-approved actions, the provisions of the condominium documents, the Articles of Incorporation, the By-laws of the Association, and the regulations for the use of the property in the condominium. (AMENDED 10/17/98)

(k). To pay taxes and assessments which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.

(l). To pay all the cost of all power, water, sewer, and other utility services rendered to the condominium and not billed to owners of individual units. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees subject only to approval by unit owners when such is specifically required.

ARTICLE IV. OFFICERS

Section 1. Elective Officers The principal officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer; all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforesaid offices, except one person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors.

Section 2. Election The officers of the corporation designated in Section 1 above shall be elected annually by the Board of Directors, at the organizational meeting of each new Board following the meeting of the members.



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Section 3. Appointive Officers the Board may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as the Board deems necessary.

Section 4. Term The officers of the Corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g. if the Board of Directors is composed of nine (9) persons, then five (5) of said Directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

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Section 5. The President He shall be the chief executive officer of the Corporation; he shall preside at all meetings of the unit owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Corporation and other officers. He shall sign all written contracts to perform all of the duty incidents to his office and which may be delegated to him from time to time by the Board of Directors. The President shall not be an Ex-Officio member of any designated committee unless invited to join by the committee chairman.

Section 6. The Vice President He shall perform all of the duties of the President in his absence or disability and such other duties as may be required of him from time to time by the Board of Directors. The Vice-President is the officer who oversees the preparation of the annual election for the Board of Directors and any proposed Bylaw or Master Deed amendments. An Assistant Vice-President may be appointed by the Board of Directors from time to time. (AMENDED 10/17/21)

Section 7. The Secretary He shall issue notices of all Board of Directors meetings and all meetings of the unit owners; he shall attend and keep the minutes of the same; he shall have charge of all of the Corporation's books, records, and papers except those kept by the Treasurer. He shall have custody of the seal of the Association. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent or other duties are needed from time to time. The Secretary shall document in writing all meeting minutes to be kept in the Association records and submitted for the Board of Directors' approval as required by these Bylaws. After the annual lot owners meeting, the Secretary shall record and update the Master Deed and Bylaws of any changes and/or amendments as voted on by the lot owners, and provide the Treasurer a copy of the annual meeting minutes designating the new executive officers. (AMENDED 10/17/21)

Section 8. The Treasurer

(a). He shall have custody of the Corporation funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name of and to the credit of the Corporation in such depositories as may be designated from time to time by the Board of Directors. After the annual lot owners meeting, the Treasurer shall verify and change, if necessary, the authorized signatures at the banking institutions of the Association. (AMENDED 10/17/21)

(b). He shall disburse the funds of the Corporation as may be ordered by the Board in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the



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President and Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all his transactions as Treasurer and the financial condition of the Corporation.

(c). He shall collect the assessments and shall promptly report the status of collections and all delinquencies to the Board of Directors.

(d). He shall give status reports to potential transferees, on which reports the transferees may reply.

(e). The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent or incapacitated.

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ARTICLE V. FISCAL MANAGEMENT

Section 1. Depositories The funds of the Corporation shall be deposited in such banks and depositories and may be determined by the Board of Directors from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Corporation as may be designated by the Board of Directors. Obligations of the Corporation shall be signed by at least two officers of the Corporation.

Section 2. Fidelity Bonds the Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. If reasonably available, the bond shall be in an amount sufficient to equal the monies an individual handles or has control via a signatory or a bank account, or other depository accounts.

Section 3. Fiscal Year The fiscal year for the Corporation shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

Section 4. Determination of Assessments

(a). The Board of Directors of the Corporation shall fix and determine from time to time, the sum or sums necessary and adequate for the common expenses of the condominium property. Common expenses shall include expenses for the operation, maintenance, repair, or replacement of the common elements and the limited common elements, costs of carrying out the power and duties of the Corporation, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time, by the Board of Directors of the Corporation. The Board of Directors is specifically empowered, on behalf of the Corporation, to make and collect assessments, and to maintain,



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repair, and replace the common elements and the limited common elements of the Condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions of percentages of sharing common expenses as provided in the Declaration. Said assessment shall be payable as ordered by the Board of Directors. Special Assessments, if required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors. (AMENDED 10/17/21)

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(b). When the Board of Directors has determined the amount of any assessment, the Treasurer of the Corporation shall mail or present to each unit owner, a statement of said unit owner's assessment. All assessments shall be payable to the Treasurer of the Corporation and, upon request, the Treasurer shall give a receipt for each payment made to him.

Section 5. Application of Payments and Funds All sums collected by the Association from assessments may be managed in a single fund, or divided into more than one fund, as determined by the Board of Directors. All assessment payments by a unit owner shall be applied as to the interest, delinquencies, costs and attorneys' fees, other charges, expenses, or advances, as provided herein and in the Master Deed, and general or special assessments in such manner as the Board of Directors determines in its sole discretion.

Section 6. Annual Audit An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the Report shall be available for inspection by the members at the office of the Association, not later than three months after the end of the year for which the report is made. (AMENDED 10/20/01)

Section 7. Acceleration of Assessment Installments Upon Default If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice thereof to the unit owner, and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the Notice, but not less than fifteen (15) days after the delivery of or mailing of said notice to the unit owner. (AMENDED 10/17/21)

ARTICLE VI. SUBSTANTIAL ADDITIONS OR ALTERATIONS

There shall be no substantial additions or alterations to the common elements or limited common elements unless the same is authorized by the Board of Directors and ratified by the affirmative vote of the Voting Members casting not less than two-thirds (2/3) of the total votes of the unit owners present at any regular or special meeting of the unit owners called for that purpose. (AMENDED 10/20/01)

ARTICLE VII. COMPLIANCE AND DEFAULT

Section 1. Violations In the event of a violation (other than the nonpayment of an assessment) by the unit owner in any of the provisions of the Master Deed of these By-laws, any rules, and regulations, or of the



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applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of more than fourteen (14) days, except in the case of a violation of conduct, health or safety in which the Board may choose to take immediate action, from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-laws, or the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections: (AMENDED 10/17/21)

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- (a). Adopt and impose fines for a violation; (AMENDED 10/17/21)
- (b). An action at law to recover for its damages on behalf of the Association or behalf of the other unit owners; (AMENDED 10/17/21)
- (c). an action in equity to enforce performance on the part of the unit owner; (AMENDED 10/17/21)
- (d). an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. The unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of a written request, signed by the unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for by the Condominium Act. Any violations that are deemed by the Board of Directors to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the cost, thereof shall, be charged to the unit owner as a specific item which shall be a lien against a said unit with the same force and effect as if the charge were a part of the common expense; or; (AMENDED 10/17/98 and 10/17/21)
- (e.) an action to apply penalties and other actions deemed appropriate by the Board of Directors to enforce the rules and regulations. (AMENDED 10/17/21)

Section 2. Negligence or Carelessness of Unit Owner, etc., All unit owners shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association if any. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair, or replacement required, as provided in this section, shall be charged to said unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expense. Said lien shall be subordinate to the lien of any institutional first mortgage on a given condominium unit.



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Section 3. Costs and Attorney's Fees In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by this court.

Section 4. No Waiver of Rights The failure of the Association or of a unit owner to enforce any right, provision, covenant, or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition of the future.

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Section 5. No Election of Remedies All rights, remedies, and privileges granted to the Association or unit owner pursuant to any terms, provisions, covenants, or conditions of the condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the condominium documents, or at law, or in equity.

ARTICLE VIII. ACQUISITION OF UNITS

Acquisition on Foreclosure At any foreclosure sale of a unit the Board of Directors may, by the affirmative vote of not less than three-fourths (3/4) of the full Board of Directors wherein said matter is voted upon, acquire in the name of the Corporation or its designee, a condominium parcel being foreclosed. The term "foreclosure" as used in this section shall mean and include any foreclosure of any lien, including a lien for assessments.

The power of the Board of Directors to acquire a condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors, to do so at any foreclosure sale. (AMENDED 10/17/21)

ARTICLE IX. AMENDMENT TO THE BY-LAWS

Subject to the provisions of Article XVI, Section 6 thereof, these By-laws may be altered, amended, or added to at any duly called meeting of the unit owners by the affirmative vote of a majority of the members voting in person or by proxy, provided:

- (1) Notice of the meeting shall contain a statement of the proposed amendment.
- (2) A recommendation for approval of the proposed amendment is approved by a three-fourths (3/4) [vote] of the full Board of Directors.
- (3) Said amendment shall be recorded and certified as required by the Condominium Act. (AMENDED 10/19/91 and 10/15/94)



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ARTICLE X. NOTICES

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Master Deed to which these Bylaws are attached.

ARTICLE XI. INDEMNIFICATION

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The Corporation shall indemnify every Director and every Officer, his heirs, executors, and administrators, against all loss, cost, and expenses reasonably incurred by him in connection with any action, suit, or proceeding to which he may be made a party, by reason of his being or having been a Director or Officer of the Corporation, including reasonable counsel fees to be approved by the Corporation, except as to matters wherein he shall be finally adjudged in such action suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIII. LIMITATIONS OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury to damage caused by a latent condition in the property, nor for the injury or damage caused by the elements, or by other owners or persons.

ARTICLE XIV. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Master Deed, Horizontal Property Act of Tennessee, or these Bylaws.

ARTICLE XV. LIENS

Section 1. Protection of Property All liens against a condominium unit, other than for permitted mortgages, taxes, or special assessments, or as provided for in Article VII, Section 2 hereof, shall be satisfied or otherwise removed within thirty (30) days of the date of the lien attaches. All taxes and special



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assessments upon a condominium unit shall be paid before becoming delinquent, as provided in these condominium documents, or by law, whichever is sooner.

Section 2. Notice of Lien A unit owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes, and special assessments, or said Article VII, Section 2 liens, within five (5) days after the attaching of the lien.

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Section 3. Notice of Suit Unit owners shall give notice to the Association of every suit or other proceedings which will or may affect title to his unit or any other part of the property, such notice is to be given within five (5) days after the unit owner received notice thereof. *(Amended 10/17/09)*

Section 4. Failure to Comply with this Article concerning liens will not affect the validity of any judicial sale. *(Amended 10/17/09)*

Section 5. Permitted Mortgage Register the Association shall maintain a register of all permitted mortgages and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said, mortgagee.

ARTICLE XVI. RULES AND REGULATIONS

Section 1. As to Common Elements. The Board of Directors may from time to time, adopt, amend, and enforce previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management, and control of the common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall from time-to-time post in a conspicuous place on the condominium property, a copy of the rules and regulations adopted by the Board of Directors. *(AMENDED 10/17/98 and 10/17/09)*

Section 2. As to Condominium Units. The Board of Directors may from time to time adopt, amend, and enforce previously adopted administrative rules and regulations governing and restricting the use and maintenance of the condominium unit(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same becomes effective and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property. *(AMENDED 10/17/98 and 10/17/09)*

Section 3. As to Occupancy of Unit. Since the intent of our Master Deed is to restrict the usage of our campground "as recreational campsites" and not for long-term stays: the maximum length of stay of an occupant, other than the unit owners and immediate family members shall be three (3) weeks at the campground. No long-term (more than three (3) weeks) leases, rentals, and/or agreements for occupancy of any other type are permitted. At the cessation of any stay by a non-owner/family member, an interval of no less than fourteen (14) days shall pass before they may occupy the same or another site at the campground. *(Added as Section 3 and moved the current sections 3-5 forward through Section 6 10/17/09)*



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(1.) Owner and Third-Party Rentals. All owners that are renting out their lots through second third-party rental agencies or entities must provide the Outdoor Resorts at Gatlinburg, Inc. office, renters full information, and must have them check in to the office prior to their arrival to the unit to receive a valid parking pass for their vehicle. Owners must also supply to renters prior to arrival a minimum of the following:

- (a). Map of the park with lot location identified for the renter;
- (b). Current gate code with instructions as to not give it out to anyone else;
- (c). Current WIFI password for ORG internet;
- (d). A copy of the Rules and Regulations;
- (e). All dogs must be on an eight (8) foot leash and their excrement must be picked up at all times. There are dog stations all around the park for disposal;
- (f). Provide the rental guest with all information such as the Lot Owner's name, email address, and telephone number where they may be reached in case of emergency;
- (g). Fully explain our Golf Cart registration procedure and make sure all forms have been filled out prior to arrival;
- (h). Utility trailer storage requirements and locations on where to park trailer;
- (i). Information on additional guests/vehicles that will also require a parking pass, as well as, where to park the extra vehicle, if no room on the rental lot. *(AMENDED and ADDED 10/17/2020)*

(2.) Misuse of Common Elements. There are overflow parking areas within the park. These are designated in the Rules and Regulations. These parking spots are there to provide temporary parking for guests and can be utilized for up to three (3) weeks only. If you are an owner and are using these areas, you must go by the Outdoor Resorts office and pick up a parking pass with the current date written for the day you start using the parking area. If individuals are using these parking areas for personal parking use for longer than three (3) weeks, there will be a violation for every day over the three (3) week period. For violators of this rule, there will be charges associated with the violation. *(Added 10/17/2020 and 10/17/21)*

Section 4. Building Rules and Regulations The building rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, lessees, and persons over whom they exercise control and supervision. Said building rules and regulations are as follows: *(AMENDED 10/17/21)*



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(a). All lots, parcels, or units shall be registered and reserved for use by camping units as follows: tent type or hard side fold-down trailers, pick-up campers, travel trailers, motor coaches, 5th wheel trailers, whose bodies are not longer than forty (45) feet nor wider than one hundred two (102) inches as identified by the Manufacturer. The one hundred two (102) inches does not include either left-side and/or right-side slide-outs/tip-outs which will be permitted. (AMENDED 10/18/80, 10/19/91, 10/15/94, 10/26/99, 8/17/19, 10/17/21)

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PROVIDED, further, that the measurements described herein are not intended to include handles, open windows, mirrors, awning hardware, or other such items normally found attached to a camping unit. (AMENDED 10/19/91, 10/15/94, 8/17/19)

PROVIDED, further, that adequate driveway parking be maintained for an automobile, truck, or van on a lot in such a manner as not to protrude into the street, on grass, or adjacent property. (AMENDED 10/19/91, 10/15/94, 8/17/19)

PROVIDED, further that no portion of the camping unit shall extend or project beyond the lot lines of the campsite on which it is placed and that all necessary clearances between camping units are maintained as established from time to time by the State of Tennessee Fire Codes as applicable. Not included within such classification shall be ground tents. No permanent, semipermanent structure or any slide-out, tip-out, or mobile home may be erected on any campsite in the subdivision; nor may any camping unit, which is designed as permanent living quarters be located or placed on any campsite. It is the declared intent of the Developer to exclude mobile homes from use on the campsite and to create and maintain an area designated for the maximum beauty and benefit of campers. (AMENDED 10/18/1980, 10/19/1991, 10/15/1994, 8/17/19)

ONLY ONE (1) camping unit may be located or maintained on each campsite unless it is the principal means of transportation for the camping unit on the campsite. (AMENDED 10/18/1980, 10/19/1991, 10/15/1994, 8/17/19)

(b). An easement ten (10) feet in width is reserved along each of the lot lines of each site for the installation and maintenance of utility services, and it is understood that such easement may be used by the Association and/or its assigns for such installation and maintenance, as the case might be. (AMENDED 10/17/21)

(c). No outside toilets shall be installed or allowed on any campsite. The Association has or will install suitable and adequate sanitary facilities as provided by the Laws of the State of Tennessee, and each user of such facilities agrees to protect the same and prevent loss or damage from occurring thereto. (AMENDED 10/17/21)

(d). No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate or any fire hazard allowed to exist.



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(e). No commercial activity of any kind whatsoever shall be conducted on, or from any site in the subdivision. The foregoing shall not, however, prevent the Association from designating certain areas in the subdivision for commercial use. No real estate, for sale by owner or nightly rental signs are permitted in the resort. The only sign that shall be displayed on any site is one (1) personal identification sign. (AMENDED 10/18/14, 10/17/15, 10/17/21)

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(f). The Condominium Association shall levy and collect a reasonable quarterly assessment against the unit owners' sufficient sums to cover the owners' proportionate share of the actual cost of operating and maintaining all common use property and facilities, provided water, electricity, and garbage disposal service, sewage service, general maintenance and carrying out its duties hereunder as "management". Likewise, the Association shall include in the assessment so made the sum adequate to pay all real property taxes on the condominium parcel as well as the common elements. The collection of these sums shall be provided in an adequate manner to ensure the maintenance necessary. (AMENDED 10/17/21)

(g). These restrictions shall be considered as covenants running with the land and shall bind the purchasers of all sites shown on the subdivision plat or plats hereinabove referred to, recorded or be recorded their heirs, executors, administrators, and assigns, and if said owners or any of them, their heirs, executors, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such sites in the subdivision in which said site is situated to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation including costs of the suit and a reasonable attorney's fees. Any invalidation of any of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect. (AMENDED 10/17/21)

(h). The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the right of other unit owners, or annoy them by unreasonable noises, or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal activity in or about the condominium property.

(i). No person shall use the common elements or any part thereof, or a condominium unit or the condominium property or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association.

(j). These initial Rules and Regulations are captioned "Rules and Regulations" and are set forth herein in the Bylaws of the Association. These Rules and Regulations shall be deemed effective until amended, as provided in the Bylaws.

(k). All lot owners, renters, or visitors bringing golf cart(s) on the Resort property must register with the front office. While in the Resort confines, all golf carts must have the owner's lot number displayed on the vehicle. The lot number must be visible and may be displayed on the windshield or



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between the headlights. No golf cart will be driven in the Resort confines without the presence of a duly licensed person. Any under-age/unlicensed person driving a golf cart MUST be accompanied by a licensed driver. Driver must be able to sit upright with back touching seatback and legs being able to reach and activate the pedals. *(AMENDED 10/17/15)*

Section 5. Types of Units Allowed All RVs that enter Outdoor Resorts Park, whether rented through the Outdoor Resorts at Gatlinburg office or rented through the lot owner, must be certified as a recreational vehicle and must comply with the RV standards adopted by the Association and the Recreational Vehicle Industry Association. Any RV that does not comply will not be allowed inside our park. This includes modified school buses, utility trailers, and “tiny homes”/pitched roofs. *(AMENDED and ADDED Section moving Sections 6,7 forward 10/17/2020)*

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Section 6. Conflict In the event of any conflict between the rules and regulations contained herein, or from time to time amended or adopted, and condominium documents, or the Horizontal Property Act of Tennessee, the latter shall prevail.

Where required by the Horizontal Property Act of Tennessee, any amendment to the rules and regulations herein shall be recorded in the Official Records of the County in which this condominium is located in the manner required by said Act.

Section 7. Rights of Developer Notwithstanding anything to the contrary set forth in the Bylaws, no amendments to all or any part of this Article XCI shall be permitted without the written consent of the Developer (the term “Developer” being defined in said Master Deed), which consent shall not be unreasonably withheld, but which consent shall be conditioned upon the fact that, in the Developer’s opinion, such amendment does not either one (1) lower the standards of maintenance and upkeep of the various facilities included in the operation of the entire condominium including, without limitation, the recreational facilities or two (2) restrict the various commercial activities of the Developer in connection with the entire condominium including, without limitation, the operation of a store or stores, laundry facilities, marina, and other service-type operations, and the sale and/or rental of condominium units. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Master Deed, the provisions to the Master Deed shall prevail.

APPROVED AND DECLARED AS THE BYLAWS FOR

OUTDOOR RESORTS AT GATLINBURG, INC.,
a Condominium, a Tennessee Nonprofit Corporation.

