

This Instrument Prepared By:
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AMENDMENT
TO
BY-LAWS
OF
RIVER REST CONDOMINIUMS

WHEREAS the By-laws of River Rest Condominiums, as previously amended and restated, are of record in Book 987, Page 722, Register's Office for Williamson County, Tennessee (said Condominiums being one and the same organization as in the Master Deed Establishing A Horizontal Property Regime Of River Rest (Section One), of record in Book 239, Page 172, said Register's Office), and

WHEREAS Article XI of the By-laws provides that the By-laws may be amended by the written consent or vote of seventy (70%) percent of all co-owners of the then-existing apartments in the Condominium, and

WHEREAS co- owners of more than seventy (70%) of the apartments in the Condominium have provided written consent to each of the Amendments of the By-Laws as set forth hereinbelow,

NOW, THEREFORE, the By-laws are amended as follows:

1. Article II, Section 1 of the By-laws is amended by adding the following sentence at the end of the current text of that section:

No person shall be eligible to serve, or continue to serve as a Manager, unless he/she occupies an Apartment in the Condominium as his/her principal place of residence. However, in the event that a Manager is elected although disqualified by non-residence, or becomes disqualified, as a result of non-residence, after being elected, no votes cast or actions taken by that person, within the Board of Managers, prior to his/her resignation or replacement, or the end of the term for which he/she was elected, will be rendered invalid.

2. Article V, Section 2, Subsection (1) of the By-laws contains, in part, the following text:

“.....such insurance policies shall contain a standard deductible clause of not less than \$100.00 or more than \$1,000.00 for each occurrence.....”

The text cited just above is deleted in its entirety, and the following text shall be inserted in place thereof:

“.....such insurance policies shall contain a standard deductible provision which the Board of Managers, in its reasonable discretion, deems to be in the best interest of the Condominium;”

3. Article V, Section 10, (c) of the By-laws is deleted in its entirety, and the following text is inserted in place thereof:

(c) All maintenance, repairs and replacements to limited common elements, as identified on the Plat of record or otherwise herein, and as described in the Master Deed and its amendments, shall be made by the Board of Managers and shall be charged to the co-owner(s) who abut such limited common element or who are served or directly affected by such limited common element, as a common expense allocable to such co-owner(s) alone, unless already paid for by such affected/benefitted owner. Notwithstanding the foregoing:

(i) the responsibility for performance of maintenance, repairs and replacements of limited common elements may be delegated, in any instance(s) to the affected/benefitted unit owner(s) in the reasonable discretion of the Board of Managers, and

(ii) The Board of Directors, in its reasonable discretion, may from time to time determine that one or more categories of limited common elements is/are to be repaired and/or replaced at the expense of the Association. In such case(s), the same is to be promulgated in any current "Maintenance Responsibility Chart," or similar, which is effectuated. Such provisions shall be effective as though fully set forth herein.

4. Article XI of the By-laws is amended by removing the words and figure "...seventy percent (70%)..." and inserting the words and figure "sixty-six (66%) percent..." in place thereof.

All other provisions of the By-laws shall remain in full force and effect.