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RECEIVED
STATE OF TENNESSEE

2005 DEC -6 AM 11:46

FILED
RILEY D. DUNNELL
SECRETARY OF STATE

FILED

CHARTER OF THE GARDENS AT HERITAGE GREEN CONDOMINIUM ASSOCIATION, INC.

The undersigned, a person having power to contract and acting as incorporator of a corporation under the Tennessee Nonprofit Corporation Act, adopts the following charter for such corporation:

1. **Name.** The name of the corporation is
The Gardens At Heritage Green Condominium Association, Inc.
2. **Mutual Benefit.** This corporation is a mutual benefit corporation.
3. **Registered Office.** The address of the corporation's initial registered office in Tennessee is: Suite 202, Market Court, 537 Market Street, Chattanooga, Tennessee 37402.
4. **Registered Agent.** The name of the name of the initial registered agent is: John W. Beard.
5. **Incorporator.** The Incorporator is John W. Beard, whose address is Suite 202, Market Court, 537 Market Street, Chattanooga, Tennessee 37402.
6. **Principal Office.** The principal office of the corporation is: 4000 Igou Crossing, Chattanooga, Tennessee 37421.
7. **Non-Profit.** The corporation is not for profit.
8. **Members.** The corporation will have members.
9. **Purposes.** The corporation is organized for the purposes of carrying on one or more of the functions of a homeowners' association, including, without limitation, the administration, through a Board of Directors, of the condominium project known as The Gardens at Heritage Green Condominiums, which includes the acquisition (either in its own name or as nominee for the Unit Owners of said condominium project), construction, management, maintenance, and care of the corporation's property as well as the preservation and architectural control of the improvements and common areas of said condominium project. Further purposes of the corporation include the promotion of the health, safety and welfare of the residents of the condominium and any additions thereto, including the power to:
 - (a) Exercise all of the powers and privileges, and perform all of the duties and

obligations, of the Association as set forth in the Master Deed for The Gardens at Heritage Green Condominiums, as the same may be amended from time to time;

(b) Fix, levy, collect and enforce payment of all charges and assessments pursuant to the terms of the Master Deed, pay all expenses called for thereunder, including such licenses, taxes or other governmental charges levied or imposed against the property of the corporation.

(c) Have and exercise any and all powers, rights and privileges that a corporation organized under the provisions of the Tennessee Nonprofit Corporation Act relating to not-for-profit corporations may now or hereafter have or exercise.

10. Liquidation, Dissolution. In the event of liquidation, dissolution, or winding up of the corporation, whether voluntary or involuntary or by operation of law, the residual assets of the corporation shall be distributed to the members of the corporation in accordance with their respective percentages of ownership in the common elements.

11. Person Authorized to Perform Functions of Board. The rights, duties and functions of the Board of Directors shall be solely exercised by A. L. James Construction and Development, LLC, a Tennessee limited liability company, until the time of its liquidation, and thereafter by A. L. James, or his successors or assigns ("Developer") until such time as Developer in its sole discretion determines to call a special meeting of the members of the corporation to elect a Board of Directors to succeed Developer.

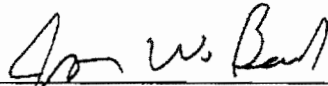
12. Directors' Liability. A director of the corporation shall not be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director, except for liability arising out of:

- a. any breach of the director's duty of loyalty to the corporation or its members;
- b. for acts or omission not in good faith or which involve intentional misconduct or in knowing violation of the law;
- c. under Section 48-58-304 of the Tennessee Nonprofit Corporation Act.

If the Tennessee Nonprofit Corporation Act is hereafter amended to authorize the further elimination or limitation of liability of the directors, then the liability of the directors, in the addition to the limitations on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Tennessee Nonprofit Corporation Act.

13. Indemnification. The corporation shall have the power to indemnify its directors and officers to the fullest extent permitted by the Tennessee Nonprofit Corporation Act.

IN WITNESS WHEREOF, the undersigned Incorporator has signed this Charter, this the 5th day of DECEMBER, 2005.



John W. Beard, Incorporator

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 12/06/05
REQUEST NUMBER: 5623-0430
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 12/06/05 1146
EFFECTIVE DATE/TIME: 12/06/05 1146
CONTROL NUMBER: 0507934

ma
TO:
PATRICK BEARD SCHULMAN & JACOWAY PC
537 MARKET STREET
STE 202
CHATTANOOGA, TN 37402

Instrument: 2005122100042
Book and Page: G1 7786 455 \$5.00
Charter Fee \$2.00
Data Processing F \$7.00
Total Fees:
User: KHOWARD
Date: 21-DEC-2005
Time: 08:11:40 A
Contact: Ram Hurst, Register
Hamilton County Tennessee

RE:
THE GARDENS AT HERITAGE GREEN CONDOMINIUM ASSOCIATION
CHARTER - NONPROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CHARTER - NONPROFIT

ON DATE: 12/06/05

FROM:
PATRICK BEARD SCHULMAN & JACOWAY, P.C.
MARKET COURT STE 202
537 MARKET STREET
CHATTANOOGA, TN 37402-0000

RECEIVED: FEES \$100.00 \$0.00
TOTAL PAYMENT RECEIVED: \$100.00

RECEIPT NUMBER: 00003827845
ACCOUNT NUMBER: 00101848



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

Instrument: 2004102000169
Book and Page: G1 7312 908
Data Processing F \$2.00
Misc Recording Fe \$10.00
Probate Fee \$1.00 XMPT
Total Fees: \$12.00
User: KSPRUIELL
Date: 20-OCT-2004
Time: 02:51:17 P
Contact: Pam Hurst, Register
Hamilton County Tennessee

mail
Owner and PREPARED BY EPB
P. O. Box 182255, CHATTANOOGA, TN 37422-7255
Tax Map Parcel No. 170D-B-008.08
Send Tax Bill to: Exempt Agency

Rev. 11-19-87
STATE OF TENNESSEE
COUNTY OF HAMILTON

EASEMENT

C.R. _____

24490
KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Donald E. Moon and wife Annie M. Moon hereinafter called Grantor, for and in consideration of the sum of \$1.00 paid by EPB, acting for and on behalf of the City of Chattanooga, Tennessee, receipt of which is hereby acknowledged, and other considerations, do grant, sell and convey unto the City of Chattanooga, Tennessee, its successors and assigns, the perpetual right, privilege and easement to enter and to install, maintain, repair, rebuild, operate and inspect the underground electrical distribution system consisting of riser poles, duct lines, handholes, manholes, cable, wire, transformer pads, transformers, switches, fuses and other appurtenances (herein called installations), for the general underground transmission and distribution of electric current, together with reasonable rights of ingress and egress thereto as EPB may from time to time require upon and across the property owned by the Grantor, located in Hamilton County, Tennessee, and more particularly described as follows to-wit:

A tract of land lying south of Davidson Road, and being the property described by deed of record in Deed Book 5887, Page 698, in the Register's Office of Hamilton County, Tennessee.

The legal description of the real estate referred to in this instrument is the same as contained in the prior referenced deed, but the easement area contained herein does not encompass all the area contained in the legal description, it being understood between grantee and grantor that the easement area does not encompass any area not described in the prior deed.

This is not a conveyance of the fee in said land, but only the rights, privileges and easements herein set forth. This conveyance covers the underground electrical system as actually installed even though it may be at a reasonable variance with the plan attached hereto. The Grantor may continue to use the property in any way or for any purpose that will not interfere with the safe and reasonable operation and maintenance of the installations to be made by EPB upon or across the said land. However, the Grantor, his successors and assigns may not, without written consent from EPB, erect or allow to be erected any type building, sign or other structure within limits of easement. This does not preclude the Grantor from construction of paved parking, curbs, sidewalks, or landscaping within these limits, other than locations for padmounted transformers, switchgear, translosures, or similar above grade installations, and except for the surrounding area within ten feet for which the construction of curbs, sidewalks, and landscaping is prohibited, except as specified by EPB, for the purpose of maintaining working clearances for operations, maintenance, inspections or safety functions.

Should the Grantor require relocation of the said installations because of the future developments, they may be moved to a mutually satisfactory location at the Grantor's expense, provided that EPB reasonably determines that such relocation is sound and feasible from an engineering viewpoint, and with a recordable instrument describing said relocation.

EPB agrees that in the exercise of the rights and privileges of this easement, it will not interfere unnecessarily or unreasonably with the normal flow of traffic on the premises of the Grantor and will replace any surface disturbed by it. However, EPB reserves the right to place or replace any of the said installations at any time it may desire.

For prior Title See deed in
Book 5888 Page 182

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The Grantor agrees that the sum paid shall cover all reasonable damages to the fee property incident to the initial entry and construction of said installations, and said sum is in full satisfaction and settlement of all claims for damages incident thereto.

The Easement includes the right of EPB or its assignee to place underground cable and/or conduit within the easement for the purpose of communications, with appurtenances necessary for its operation.

IN WITNESS WHEREOF, we have hereunto signed our names, this the 20 day of October, 2004.

Donald E. Moon
Donald E. Moon

Annie M. Moon
Annie M. Moon

STATE OF Tennessee
COUNTY OF Hamilton

Personally appeared before me, Vivian Mcmahon, a Notary Public, duly appointed, commissioned, and qualified in and for the State and County aforesaid, Donald E. Moon and Annie M. Moon, the within named bargainers, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

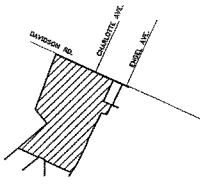
WITNESS my hand and seal at office in Chatanooga County, Hamilton the 20 day of October, 2004.

Vivian Mcmahon

Notary Public

My commission expires: 1-9-2005





APPROVED FOR RECORDING
 HAMILTON COUNTY GIS DEPT
 DATE: 10/27/04
 BY: [Signature]

JURISDICTIONAL AUTHORITY
 DATE: 10/27/04
 BY: [Signature]

RECORDED PLAT DOES NOT
 TRANSFER PROPERTY
 OWNERSHIP
 NEED MUST BE RECORDED

GENERAL NOTES

- Zone: R-1/2
- Subdivides Deed Book 7312 Pg. 908
- This plat is developed in accordance with the City of Chattanooga Subdivision Regulations.
- Area subdivided: 23.49 Acres
- Water Supply by: Tennessee American Water Company
- Public sanitary sewers are available by gravity flow.
- No fill material can be placed in a constructed drainage facility in such a manner as to impede storm water runoff flow unless approved by the City Engineer.
- City Ordinance #9942 entitled "Stormwater Run-Off and Erosion Control" shall apply to any discharge of the same from this subdivision of property.
- Top Map #170 D-0-B-08
- The City of Chattanooga is not responsible to construct or maintain drainage easements, storm sewer easements, private roads or drainage detention areas.
- Drainage Detention Areas and facilities installed by the developer may not be filled, altered or changed in any way without permission from the City Engineer's Office.
- The Electric Power Board has a blanket easement on entire development as per Deed Book 7312, Page 908.
- The 100 Year Base Flood Elevation is 690 per FEMA Firm Map.
- The development conforms to Ordinance Number 10446.
- The City of Chattanooga reserves the right to access the grad of the 65' E.P.B. Easement to inspect drainage areas and facilities.
- Calloway Court is a private road. Calloway Court is not maintained by the City of Chattanooga. Nothing herein should be interpreted to mean that the City of Chattanooga will now or in the future assume maintenance responsibility for Calloway Court.
- The owner of Lot 1 is responsible to maintain drainage facilities on Lot 1.
- A 10' private drainage easement is reserved along the outer boundaries of Lot 1 except Davidson Road Frontage and the line with a private drainage easement show. This easement is automatically abandoned if no setback is required.

I hereby certify that I have surveyed the property shown hereon. That this is correct to the best of my knowledge and belief and that the ratio of precision of the unadjusted survey exceeds 1 per 10,000 as shown hereon. This is a Class "1" survey.

[Signature]
 JAMES G. COPPERS
 CSEP ENGINEERING GROUP
 6210-B DAYTON BLVD
 HIXSON, TN. 37343

I certify that I have reviewed or designed all new roads, drainage, domestic water and sanitary sewers as shown on this plat and that the design meets proper engineering.

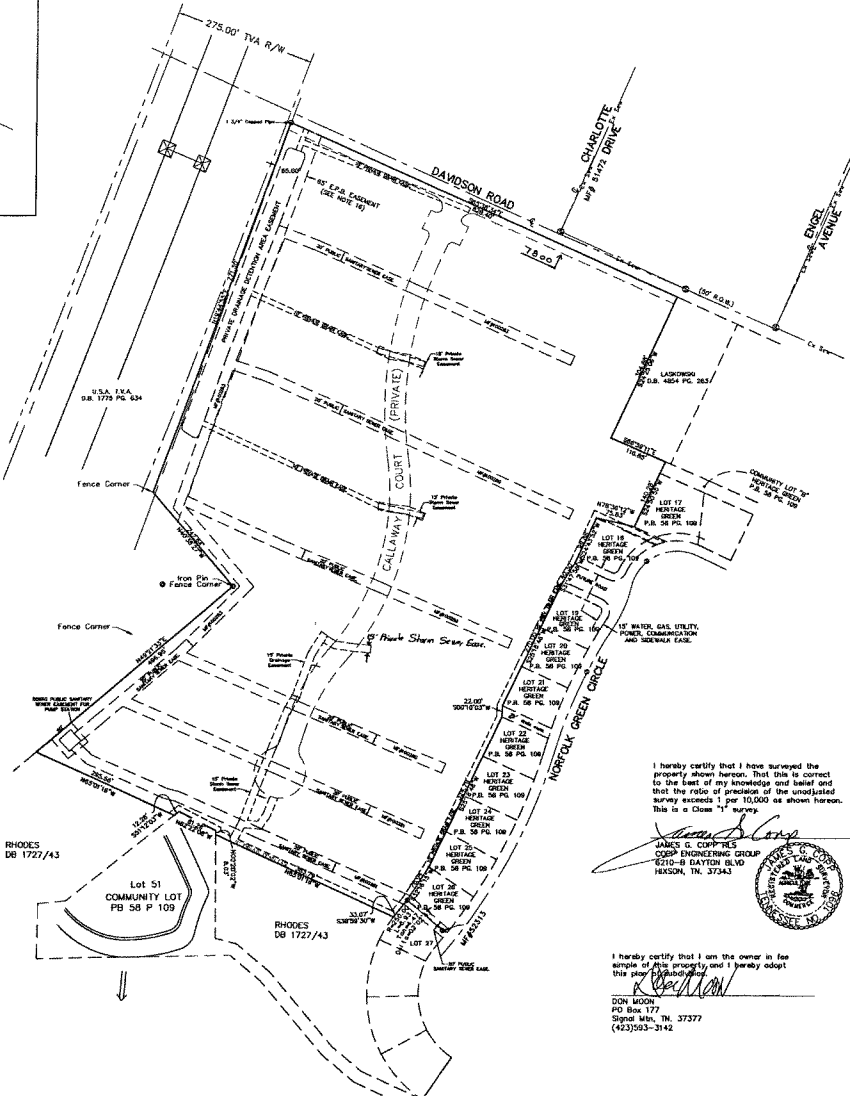
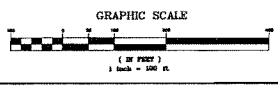
[Signature]
 James G. Coppers, P.E.
 CSEP ENGINEERING GROUP (James G. Coppers, P.E.)
 6210-B Dayton Blvd.
 HIXSON, TN. 37343
 (423) 847-9100 Office

I hereby certify that I am the owner in fee simple of this property and I hereby adopt this plat as subdivision.

[Signature]
 DON MOON
 PO Box 177
 Signal Mt., TN. 37377
 (423)593-3142

FINAL PLAT

GARDENS AT HERITAGE GREEN	
LOT 1	
CHATTANOOGA, TENNESSEE	
Date: 10/27/2004	Drawn: JGC & DGC
Scale: 1"=100'	Checked: JGC
CSEP ENGINEERING GROUP	
6210-B Dayton Blvd. Hixson, TN. 37343 (423) 847-9100 Office (423) 847-9185 Fax	
REVISED: 10/27/04	Draw No: dwg#



H&L 85 STATE GRID CONTOUR