

**THE GARDENS AT HERITAGE GREEN
CONDOMINIUM ASSOCIATION, INC.**

BY-LAWS

The Gardens at Heritage Green Condominium Association, Inc., a Tennessee non-profit corporation, created pursuant to the terms and provisions of the master Deed for The Gardens at Heritage Green Condominium s recorded herewith in the Register's Office of Hamilton County, Tennessee, declaring that the provisions of these By-Laws were duly approved by the Board of Directors of The Gardens at Heritage Green Condominium Association on _____ does hereby publish these by-Laws pursuant to Tenn. Code Ann. § 66-27-111/

ARTICLE 1

NAME

The following provisions shall constitute the By-Laws (the "Bylaws") of The Gardens at Heritage Green Condominium Association, Inc., a not-for-profit corporation (the "Association") which shall, along with the provisions of the Master Deed and the Rules and Regulations adopted by the Board of Directors of the Association (the "Board"), govern the administration of The Gardens at Heritage Green Condominium Association, Inc., Chattanooga, Tennessee (the "Property"). The terms in these Bylaws shall have the same meaning as the terms defined in the Master Deed for the Property.

ARTICLE 2

OFFICES

The principal office of the Association in the State of Tennessee shall be located at _____, Hamilton County, Tennessee, or at such other place either within the State of Tennessee, as shall be lawfully designated by the Association, or as the affairs of the Association may require from time to time.

ARTICLE 3

PURPOSES

The purpose of this Association shall be to provide for the establishment of an owner association for the government of the Property in the manner provided by these Bylaws and in its Charter (the "Charter"). The aims of this Association are to be carried out through any and all lawful activities, including others not specifically stated in the Charter or these Bylaws but incidental to the stated aims and purposes, provided, that any such activity or contribution shall conform to any applicable restrictions or limitations set forth in the Charter of which are imposed on real estate associations by those provisions described in Section 528(c) of the *Internal Revenue Code* and the regulations thereunder, as presently enacted, or as they may hereafter be amended or supplemented, or, if they are replaced, by new sections of similar import, and to the

final rules and regulations thereunder. All present or future Owners or tenants, or their employees, or any other person who might use the facilities on the Property in any manner, shall be subject to the covenants, provisions or regulations contained in the Master Deed for the Association (the "Master Deed") and these Bylaws, and shall be subject to any restriction, condition or regulation hereafter adopted by the Association. The mere acquisition or rental of any Unit, or the mere act of occupying of any Unit, will constitute acceptance and ratification of the Master Deed and of these Bylaws.

ARTICLE 4

ASSOCIATION OF MEMBERS

4.1 MEMBERSHIP. The membership shall be limited to and shall consist of the Class "A" and Class "B" Members, as described in Article IV of the Master Deed (collectively, the "Members"). Upon acquisition of title to a Unit, a person shall automatically become a Member.

4.2 DUES. The Board may prescribe annual dues for Members as the Board sees fit for those reasons described in Paragraphs 8.2 and 8.3, which Members shall be required to pay, unless waived by the unanimous consent of the Association.

4.3 RIGHTS OF MEMBERS. All Members shall be entitled to vote as hereinafter described, shall be eligible to serve on the Board, and shall be entitled to all rights of membership.

4.4 TERMINATION. All memberships shall continue until automatically terminated by transferring title of such Member's Unit to another person.

4.4 VOTING RIGHTS.

(a) In General. Each Member shall be entitled to one (1) vote for each Unit owned by such Member. Any provision to the contrary notwithstanding, joint Owners shall be deemed one (1) Member. If any Unit shall be owned by more than one (1) person or by a corporation, partnership or one (1) or more fiduciaries, such Owner(s) shall designate one (1) person to represent such Unit with respect to the Association and to cast the vote of such Unit. The Association shall be entitled to reply in good faith upon the actions of, and votes cast by, such designee of the Owner.

(b) Developer's Rights. Developer or its successors or assigns shall have at all times the votes reserved for Class "B" Members.

ARTICLE 5

ASSOCIATION MEETINGS

5.1 FIRST ANNUAL MEETING. The first annual meeting of the Association shall be called by the Developer at such time as it is determined that a sufficient number (as determined by the Developer) of homeowners have established residence in the development.

5.2 ANNUAL MEETING. An annual meeting of the Association shall be held on the first (1st) Tuesday of February of each year, if not a legal holiday and if a legal holiday then on the next succeeding business day, for the purpose of electing the Officers of the Association, electing Members of the Standing Committees, and such other business as comes before the meeting.

5.3 SPECIAL MEETINGS. Special meetings of the Association may be called for any reasonable purpose by the President or by those Members representing not less than twenty five percent (25%) of the total vote of the Association. Upon written request delivered either in person or by certified mail to the Secretary of the Association by any persons entitled to call a meeting of Members, the Secretary shall forthwith cause notice of the meeting to be given to the Members entitled thereto. Said meeting shall be held on a date not less than ten (10) nor more than sixty (60) days after the receipt of such request, as the Secretary may determine. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the person(s) calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at such time as may be designated and shall be held on the Property or at such other reasonable place within the Chattanooga Metropolitan Area as shall be specified in the notice of the meeting.

5.4 NOTICE OF MEETINGS. A written notice of every meeting of the Association stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place, day and hour thereof, and the purpose therefore shall be given by the Secretary, or the person or persons calling the meeting, not more than sixty (6) days nor less than ten (10) days before the date set for such meeting. Such notice shall be given to each Member in any of the following ways: (a) by leaving the same with a Member personally, or (b) by leaving the same at the residence or usual place of business of such Member, or (c) by mailing it, postage prepaid, addressed to such Member's address as it appears on the records of the Association, or (d) if such Member cannot be located by reasonable efforts, by publishing such notice in any newspaper of general circulation in the City of Chattanooga, such notice to be published not less than two (2) times on successive days, the first publication thereof to be not less than ten (10) days prior to the date assigned for the meeting. If notice is given pursuant to the provisions of this section, the notice is given pursuant to the provisions of this section, the failure of any Member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceeding thereat. Upon written request for notices mailed by registered mail, addressed to the Secretary at the address of the Association, the holder of any duly recorded mortgage against any Unit may promptly obtain a copy of any and all notices permitted or required to be given to the holder of any mortgage requesting such notice until said request is withdrawn and said mortgage is discharged of record.

5.5 WAIVER OF NOTICE: The presence of a majority of Members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any Member shall, at the opening of such meeting, object to the holding of the same for non-compliance with the provisions of Paragraph 5.4. Any meeting so held without objection shall, notwithstanding the fact that no notice of the meeting was given, or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken.

5.6 QUORUM. At any meeting of the Association, a fifty percent (50%) or more voting majority of all Members present, by person or by proxy, shall constitute a quorum, and action approved by a majority vote of the Members present shall be valid and binding upon the Association except as otherwise provided by law or these Bylaws. In the event a Member's vote is pledged by mortgage, deed of trust, or agreement of sale, such Member's vote will be recognized in computing a quorum with regard to any business conducted concerning such matters upon which said Member's vote is so pledged or mortgaged unless the mortgage, deed of trust, or agreement of sale provides otherwise, in which case such instruments shall control.

5.7 PROXIES. A Member may vote either in person or by proxy at a regular or special meeting of the Association. The authority given by a Member to another person to represent such Member at meetings of the Association shall be in writing, signed by such Member, or if a Unit is jointly owned, by all joint owners, or if such Member is a corporation, by the proper officers thereof, and shall be filed with the Secretary, and unless limited by its terms, such authority shall be deemed good until revoked in writing. An executor, administrator, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by such person only after documenting to the Secretary's satisfaction that the Unit is owned or held in such capacity.

5.8 ORDER OF BUSINESS. The order of business at all meetings of Member shall, unless otherwise agreed upon by those Members present, by person or proxy, be as follows:

- (1) Calling of meeting to order.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes preceding meeting.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Unfinished and/or old business.
- (7) New business.
- (8) Adjournment.

5.9. ADJOURNMENT. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by a majority vote of the Members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

ARTICLE 6

BOARD OF DIRECTORS

6.1 NUMBER AND QUALIFICATION. The direction and administration of the affairs of the Association shall be governed by a Board and shall constitute the "Board of Administration" as required by Section 66-27-112 of the Horizontal Property Act of the State of Tennessee, as amended (the "Act"), and all rights, titles, powers, privileges and obligations vested in or imposed upon the "Board of Administration" in the Act, in the Master Deed or in these Bylaws may be held or performed by the- board, or by the duly elected Members of the Association. Except as hereafter

provided, the Board shall be initially composed of four (4) officers (President, Vice-President, Secretary and Treasurer) and the four (4) elected chairpersons of the four (4) standing committees of the Association, who shall be elected in the manner hereinafter provided and increased or decreased at any annual meeting by a majority vote, and all such Directors shall be Members, provided, however, that in the event a Member is a corporation, partnership, trust or other legal entity other than a natural person, then any majority shareholder, officer or director of such corporation, partner or such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity shall be eligible to serve as a Director. During that period prior to the election of the first Board, Developer shall have the powers and duties of the Board, and shall act for and on behalf of the Association.

6.2 ELECTION AND TERM OF OFFICE. The Officers and Chairperson of the Standing Committees shall be elected by a majority vote of the Membership and each shall serve for a term of two (2) years.

6.3 VACANCIES.

Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by the majority vote of the remaining Directors, even though they may constitute less than a quorum; and each Member so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

6.4 REMOVAL. At any regular meeting of the Association or a special meeting called for such purpose, any one (1) or more of the Directors may be removed, with or without cause, by the majority vote of the Members, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

6.5 STANDING COMMITTEES. Below are listed the four (4) standing committees of the Association:

a. Finance and Accounting Committee. The chair of the Finance and Accounting Committee (FAC) is elected by the members of the FAC and is a voting member of the Board. The responsibilities of the FAC include, but are not limited to, establishing a uniform set of accounting procedures for the Association and administered by the Treasurer. The FAC also has responsibility for budgetary and financial projections regarding regular assessments. In the unlikely event of the need for a special assessment, it shall be the FAC's responsibility to consider, justify and recommend such action to the Board.

b. Architectural Standards Committee. The chair of the Architectural Standards Committee (ASC) is elected by the members of the ASC and is a voting Member of the Board. The ASC is responsible for recommending to the Board, rules, regulations and standards for the exterior appearance of all condominiums. In addition, the ASC should provide guidance and recommendations to the Board regarding rules and regulations related to pets, nuisances, antennas, motor vehicles, trailers, etc., and other areas of concern which might have an adverse impact on the preservation and enhancement of the value of the properties within the Development.

c. Insurance and Asset Management Committee. The chair of the Insurance and Asset Management Committee (IAMC) is elected by the members of the IAMC and is a voting Member of the Board. The responsibilities of the IAMC include all aspects of risk and asset management for the Association, In addition, it is the responsibility of this Committee to

make projections and recommendations for amounts needed to be set aside in a Reserve for Replacement account.

d. Landscaping and Common Areas Committee. The chair of the Landscaping and Common Areas Committee (LCAC) is elected by the members of the LCAC and is a voting Member of the Board. It shall be the LCAC's responsibility to continue with the current program of shrub planting and replacement. In addition, the Committee shall be responsible for landscape maintenance of all common areas, including planting of annuals and recommending to the Board an overall landscaping plan for the Development. The LCAC has responsibility for recommending sub-contractors to provide all budgeted services associated with maintenance of the landscaping and common areas of the development.

ARTICLE 7

DIRECTORS MEETINGS

7.1 ORGANIZATION MEETING. The first meeting of a newly elected Board shall be held within a reasonable time of their election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present. Until the first meeting of the first Board of Directors, Developer shall act as and for the Board.

7.2 REGULAR MEETINGS. Regular annual meetings of the Board shall be held within a reasonable time after the annual meeting of the Association, and at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, addressed to said Director's residence, or by telephone, at least five (5) days prior to the day named for such meeting.

7.3 SPECIAL MEETINGS. Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, addressed to the Director's residence or place of business, or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board may be called in like manner and on like notice, by the written request to the President and at least one (1) Director.

7.4 WAIVER OF NOTICE. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice 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,

7.5 DIRECTOR'S QUORUM. At all meetings of the Board, a majority of the Directors excluding the President, shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE 8

BOARD'S POWER AND DUTIES

- 8.1 DISPUTES. In the event of any dispute or disagreement between any Members relating to the Property, or any question of interpretation or application of the provisions of the Master Deed and the Exhibits thereof, the determination thereof by the Board shall be final and binding on the Members.
- 8.2 POWERS OF BOARD. The board shall exercise the powers necessary for the administration of the affairs of the Association and may do all such acts as are not by the Act or other laws, the Master Deed or by these Bylaws directed to be exercised and done by the Members, which shall include the following:
- (a) Engage the services of a manager or managing agent for the purposes of management and daily care of the Property who may be any person, firm or corporation, upon such terms and compensation as the Board deems reasonable, and to remove such manager or managing agent at any time;
 - (b) Engage the services of any persons deemed necessary by the board, for the administration, operation, repair, surveillance and maintenance of the Property, upon such terms and compensation deemed reasonable by the board, and to remove at any time any such personnel;
 - (c) Establish or maintain one or more bank accounts for the deposit of any funds paid to the Association, or received by the Board on behalf of the Association;
 - (d) Make such charges and assessments as the Board sees fit for the operation, repair, surveillance and maintenance of the Common Elements, including the discharge of the duties of the Board, described in Paragraph 8.3 hereof, on such terms as the Board sees fit, and any funds received by the board for any such use shall become a part of a maintenance fund;
 - (e) Appoint committees of the Association and to delegate to such committees the Board's authority to carry out certain duties of the Association, and to allow Members to attend the meetings of such committees;
 - (f) Bid and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common Expenses under the Act or the Master Deed, or an order or direction of a court or at any other involuntary sale, upon the consent or approval of not less than seventy-five percent (75%) of the total vote of the Association, provided that such consent shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such Unit or interest therein;
 - (g) Make such mortgage arrangements, levy special assessments proportionately among the respective Members and make other financing arrangements, with the approval of not less than seventy-five percent (75%) of the total vote of the Association, in order to close and consummate the purchase of a Unit, or interest therein, by the Association, provided,

however, that no such financing arrangement shall be secured by an encumbrance of any interest in the Property other than the Unit, or interest therein, to be purchased or leased;

(h) Unless otherwise provided herein or in the Master Deed, comply with the instructions expressed in a resolution duly adopted at any annual or special meeting of the Association;

(i) Act in a representative capacity in relation to matters involving the Common Elements, or more than one (1) Unit, on behalf of the Association and its Members as their interests may appear; and

(i) Exercise all other powers and duties of the Board or the Members as a group referred to in the Act and all powers and duties of a Board referred to in the Master Deed or these Bylaws.

8.3 DUTIES OF THE BOARD. The Board must perform those duties necessary for the proper administration of the affairs of the Association, including those duties imposed by the Act, the Master Deed, these Bylaws or resolution of the Association and shall be responsible for the following:

(a) CARE OF THE COMMON ELEMENTS. Care, upkeep, and surveillance of the Property, including the Common Elements and facilities, by performing, acting, acquiring, making arrangement for, and paying out of the maintenance fund the following:

(i) manager, managing agent or other personnel necessary for the maintenance, security and operation of the Property, its Common Elements and facilities, as specified and described in Paragraph 8.2;

(ii) water, waste removal, electricity, telephone and other necessary utility services for the Common Elements;

(iii) such insurance as the Association is required to obtain and such other insurance as the Board deems advisable in the operation and management of the Property (any losses under such policies of insurance shall be payable and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of the Act, the Master Deed, and the Exhibits thereto

(iv) the services of a bank or trust company, authorized to do business in the State of Tennessee, to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss and the proceeds from any condemnation, upon such terms as the Board shall determine consistent with the provisions of these Bylaws, the Master Deed and the Exhibits thereto;

(v) worker's compensation insurance to the extent necessary to comply with any applicable law;

(vi) landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the Common Elements and such furnishings and equipment for the Common Elements as the Board shall have the exclusive right and duty to acquire the same for the Common Elements;

(vii) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Board deems necessary or proper for the maintenance and operation of the Property as a first class condominium development, for the enforcement of any restrictions or provisions contained in these Bylaws, the Master Deed and the Exhibits thereto;

(viii) any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which in the opinion of the Board constitutes a lien against the Property as a whole or against the Common Elements, rather than merely against the interest therein of particular Members (where one (1) or more Members are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any cost incurred by the Board by reason of said lien shall be specially assessed to said Members, and shall, until paid by such Members, constitute a lien on the interest of such Members in the Property as provided in the Act with respect to liens for failure to pay a share of the Common Expense); and

(ix) maintenance and repair under the terms of these Bylaws and Master Deed, or the Exhibits thereto, if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any portion of the Property,

(b) BUDGET AND COLLECTION OF ASSESSMENTS.

(i) Each year on or before September 1, the board shall estimate the annual budget of the Common Expenses (the "Annual Budget"), including the total amount required for the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services together a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall notify each Member obligated by Article VIII of the Master Deed to share in General Assessments in writing as to the amount of such estimate with reasonable itemization thereof. The Annual Budget shall be composed of (a) the projected expenses to operate and maintain the Common Elements, and (b) the replacement reserve established by the Board for the Common Elements, based on the original construction cost of each Unit. The portion of the Annual budget attributable to (a) the immediately preceding sentence shall be assessed equally to each Member on a pro-rated basis, and the portion of Annual Budget attributable to (b) in the immediately preceding sentence shall be assessed to the Members based on their respective Unit ownership. On or before the first day of each month of said year, each such Member shall be obligated to pay to the board, or to such persons as it may direct, one-twelfth (1/12) of the assessment made pursuant to this subparagraph;

(ii) On or before the last day of February of each calendar year, the Board shall supply to all Members an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with the tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be added to the current Association miscellaneous operating budget category and the reserve for replacement category in equal proportion;

(iii) The Annual Budget shall include and the Board shall build up and maintain a reasonable reserve for, contingencies and replacements. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such reserve, but if said Annual Budget provision is inadequate for any

reason, including nonpayment of any Member's assessment, the Board may at any time and from time to time propose an additional assessment in conformance with Article VIII, Section 3 of the Master Deed, which shall be assessed to the Members obligated by Article VIII of the Master Deed to share in General Assessments in equal proportions. Upon approval, the Board shall serve notice of such further assessment to such Members by a statement, in writing, giving the amount, and such assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice or further assessment, and all such Members shall be obligated to pay the adjusted monthly amount.

(iv) When the first Board elected hereunder takes office, it shall determine the first Annual Budget for the period commencing a reasonable time after said election and ending on the last day of the calendar year in which said election occurs. Assessments shall be levied against each Member obligated by Article VIII of the Master Deed to share in General Assessments during said period as provided in this Paragraph.

(v) Notwithstanding the foregoing, the Members shall not be responsible for payment of their respective assessments until they receive from Developer, or an Owner of a Unit, title to a Unit.

(c) INSURANCE. The Board, on behalf of the Association and its Common Expense, shall at all times keep the Common Elements insured under casualty insurance with an insurance company authorized to do business in the State of Tennessee in an amount as near as practicable to the full replacement value thereof without deduction for depreciation, in the name of the Association, as trustees for all Members and mortgagees, according to the loss or damage to their respective appurtenant common interests and payable in case of loss to such bank or trust company authorized to do business in the State of Tennessee as the Board shall designate for the custody and disposition, as herein provided, of all proceeds of such insurance, and from time to time upon receipt thereof cause to be deposited promptly with the Members and mortgagees of the Units or interests therein, true copies of such insurance policies or current certificates thereof, without prejudice to the right of each Member to insure the Unit for said Member's own benefit. In every case of such loss or damage, all insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing, or otherwise reinstating the same building in a good and substantial manner according to the original plan and elevation thereof, or such modified plans conforming to laws and ordinances then in effect as shall be first approved by the Association and all mortgagees of the Units or interests therein, and the Association at its common expense shall make up any deficiency in such insurance proceeds. Every such policy of insurance shall:

(i) provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counter-claim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Member;

(ii) contain no provision relieving the insurer from liability for loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the Association, or because of any breach of warranty of condition or any other act or neglect by the Board or any Member or any other person under either of them;

(iii) provide that such policy may not be cancelled (whether or not requested by the Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Association, Members, and every other person in interest who shall have requested such notice of the insurer;

(iv) contain a waiver by the insurer of any right of subrogation to any right of the Association or Members against any of them or any other person under them;

(v) contain a standard mortgagee clause which shall:

(A) provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit, in their respective order and preference, whether or not named therein;

(B) provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board, Association, or Members or any persons under any of them;

(C) waive any provision invalidating such mortgagee clauses by reason of the failure to any mortgagee to notify the insurer of any hazardous use or vacancy, and require that the mortgagee pay any premium thereon, and any contribution clause; and

(D) provide that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to said bank or trust company designated by the Association.

8.4 LIABILITY OF BOARD. The Directors shall not be liable to the Association for any mistakes of judgment or of any acts or omissions made in good faith as such Directors. The Association shall indemnify and hold harmless each Director against all liabilities to others arising out of contracts made or acts or omissions by such Directors on behalf of the Association, unless any such contract, act or omission shall constitute willful misconduct or gross negligence. The liability of any Member arising out of any contract, act or omission by such Director or out of the aforesaid indemnity shall be limited to a proportionate share of the total liability thereunder, which share shall be equal to that share borne by every other Member. Each agreement made by such Directors shall be executed by such Directors as agents for the Association.

8.5 COMPENSATION. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by two-thirds (2/3) vote of the Association before the services are undertaken. A Director may not be an employee of the Association. Directors may be reimbursed for out of pocket expenses.

ARTICLE 9

OFFICERS OF BOARD

9.1 DESIGNATION. The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer.

9.2 ELECTION AND TERM OF OFFICE. The officers of the Board shall be elected by the

Membership and shall serve for a term of two (2) years and thereafter until their successors are elected.

9.3 REMOVAL. Any officer may be removed from office by the affirmative majority vote of the Association at a special meeting called for such purpose.

9.4 POWERS AND DUTIES OF PRESIDENT. The President shall be the chief officer of the Association presiding over all meetings of the Association and of the Board, and having all of the general powers and duties which are usually vested in the office of president or an association, including, but not limited to, the power to appoint committees from among the Members from time to time which are appropriate to assist in the conduct of the affairs of the Association. The President shall have the power to sign, together with any one (1) other officer designated by the Association, any authorized contracts, checks, drafts, or other instruments designated or approved by the Board, and shall have such other authority and shall perform such other duties as may be determined by the Association or otherwise provided for in the Master Deed or these Bylaws. If the President is unable to act, the Board shall appoint one of the Vice- Presidents to do so on an interim basis.

9.5 POWERS AND DUTIES OF TREASURER. The Treasurer shall have the responsibility for Association funds and securities which includes keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association, and depositing all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board,

9.6 POWERS AND DUTIES OF SECRETARY. The Secretary shall attend and keep the minutes of all meetings of the Board and of the Association, shall give all notices as provided by the Act, the Master Deed or these Bylaws and shall have other powers and duties as may be incidental to the office of secretary, or as determined by these Bylaws or assigned from time to time by the Association. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary *pro tempore* who shall keep the minutes of such meeting and record them in the books provided for that purpose,

9.7 POWERS AND DUTIES OF VICE-PRESIDENT, The Vice-President shall preside over all meetings of the Association at which the President is unable to preside and shall have all the powers of the President at such meetings. The Vice-President shall perform such other duties as may be determined by the Association or as otherwise provided for in the Master Deed or the Bylaws. If the Vice-President is unable to act in the place of the President, the Board shall appoint some other Director to do so on an interim basis.

9.8 DELEGATION OF AUTHORITY AND DUTIES. The Board is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

9.9 AUDITOR, The Association may at any meeting appoint some person, firm, or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested by the Association.

9.10 LIABILITY OF OFFICERS.

(a) Exculpation, No officer of the Association shall be liable for acts or defaults of any

other officer or Director, or for any loss sustained by the Association or any Member thereof, unless the same has resulted from the willful misconduct or gross negligence of said officer.

(b) Indemnification. Every officer shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including attorney's fees) actually and necessarily incurred by or imposed in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which said officer may be involved as a party or otherwise by reason of having been an officer of the Association whether or not said officer continues to be such officer of the Association at the time of the incurring or imposition of such costs, expenses or liabilities, except in relation to matters as to which said officer shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or gross negligence toward the Association in the performance of said officer's duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

9.11 COMPENSATION. The officers shall not be compensated for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Association, Officers may be reimbursed for out of pocket expenses.

ARTICLE 10

OBLIGATIONS OF MEMBERS

10.1 Every Member shall contribute an equal proportion toward the expense of administration of the Property, including, but not limited to, all types of insurance and the cost of operation, maintenance, repair and replacement of the Common Elements. The Board shall fix a monthly charge for each Unit in an amount sufficient to provide for its pro-rata share of all such current expenses, reasonable reserves for future expenses of administration, and such other expenses as the Board may deem proper, subject to adjustment from time to time as the Association may deem necessary. Such monthly charge shall be due and payable in advance on the first day of every month, shall bear interest at the rate of ten percent (10%) per annum from the due date until paid and with such interest shall be a lien on the Unit, assessed prior in right to all other charges whatsoever except assessments, liens, and charges in favor of the State of Tennessee for taxes past due and unpaid on such Unit and amounts and liabilities secured by mortgage instruments duly recorded.

10.2 BUDGET DELAY. The failure or delay of the Board to prepare or deliver the annual or adjusted budget to the Members shall not constitute a waiver or release in any manner of the Members' obligation to pay the maintenance and other costs and necessary reserves as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, the Members shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after a new annual or adjusted budget shall have been mailed or delivered.

10.3 DEFAULT. If a Member is in default in the monthly payment of the aforesaid charges or assessments for ten (10) days, the Board shall notify in writing said Member's first

mortgagee and, in addition to any remedies or liens provided by law or equity, the Board may bring suit for and on behalf of itself as representative of the Association to enforce collection thereof or to foreclose a lien thereon as provided by law; and there shall be added to the amount due the costs of said suit, and reasonable attorney's fees to be fixed by the court. Notwithstanding the foregoing, any first mortgagee of a Member who is in default shall be given ten (10) days from receipt of said written notice to satisfy any delinquency.

10.4 MAINTENANCE AND REPAIR

(a) Every Member must perform promptly all maintenance and repair work within said Member's Unit, which, if omitted, would affect the Property in its entirety or in a part belonging to other Members, and is expressly responsible for the damages and liabilities that a failure to do so may engender.

(b) All the repairs of internal installations of the Unit, such as water, lights, power, sewage, telephones, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Unit, shall be maintained at the Member's expense.

(c) A Member shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Elements and facilities damaged through said Member's fault.

10.5 USE OF UNITS. All Units shall be utilized in accordance with the provisions of these Bylaws, the Master Deed, the Act and the Rules and Regulations.

10.6 TITLE. Every Member shall promptly cause to be duly recorded with Register of Deeds in Hamilton County, Tennessee, the deed, or other conveyance evidencing title thereto.

ARTICLE 11

GENERAL PROVISIONS

11.1 INSTRUMENTS GENERALLY. All checks, drafts, notes, bonds, acceptances, contracts and all other instruments, except conveyances, shall be signed by such person or persons as shall be provided by general resolution of the Board applicable thereto. Such instruments shall be signed by the President and/or any two (2) other Directors.

11.2 FORECLOSURE OF LIEN. In any suit to foreclose the lien against any Member as specified and described in Paragraph 10.3, the Association may represent itself through its Board in like manner as any mortgagee of real property. The Board acting on behalf of the Association shall have the power to bid and acquire such Unit at a foreclosure sale. The delinquent Member shall be required to pay to the Association a reasonable rent for the Unit following foreclosure, together with all costs and reasonable attorney's fees. Suit to recover a money judgment for unpaid assessments, along with all costs and reasonable attorney's fees, shall be maintainable without foreclosing or waiving the lien securing the same.

11.3 RIGHT OF ENTRY. The Board, or any person authorized by the Board, shall have the right to enter each Unit in case of any emergency originating in or threatening such Unit whether or not the Member is present at the time. Every Member, when so required, shall permit the Board, or an authorized representative thereof, to enter such Member's Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Unit, provided such requests for entry are made in advance.

11.4 WAIVERS. Whenever any notice is required to be given under the provisions of the Master Deed or the Exhibits thereto, including these Bylaws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice.

11.5 RECORDS AND ACCOUNTS. The Association shall keep true and correct books of account and the same shall be open for inspection by any Member or any representative of a Member duly authorized in writing, at such reasonable time or times during normal business hours as shall be determined by the Board. All funds collected hereunder shall be held and expensed solely for the purposes designated herein and (except for such special assessments as may be levied hereunder against less than all the Members and for such special adjustments as may be required to reflect delinquent assessments) shall be deemed to be held for the benefit, use and account of all the Members in the percentages provided.

11.6 FISCAL YEAR. The fiscal year of the Association shall be such as may from time to time be established by the Association.

11.7 MORTGAGES. Any mortgagee may file a copy of its mortgage with the Board through the Secretary who shall, maintain such information in the record of ownership of the Association. After the filing of the mortgage, the Board, through its Secretary shall be required to notify the mortgagee of any Member who is in default in payment of the expenses for the administration of the Property with respect to the Unit(s) encumbered by such mortgagee's mortgage, and the mortgagee at its option may pay the delinquent expenses. Any first mortgage or first deed of trust made, owned or held by a bank, savings and loan, association, or insurance company or other institutional lender and recorded prior to the recording or mailing of a notice by the board of the amount owing by a Member, who has refused or failed to pay said Member's pro-rata share of the monthly assessment when due, shall be superior to the lien of such unpaid expenses set forth in said notice and to all assessments which shall become due and are unpaid subsequent to the date of the recording of such first mortgage or first deed of trust. The purchaser from such lender shall be responsible for all assessments levied after the date of such purchase.

11.8 RULES AND REGULATIONS. The Board of Directors may, from time to time, adopt or amend such Rules and Regulations governing the operation, maintenance, beautification and use of the Common Elements and the Units, not inconsistent with the terms of the Master Deed and the Exhibits thereto. Every Member shall conform to, and abide by, such Rules and Regulations. Upon adoption, amendment, modification or revocation of such Rules and Regulations, written notice shall be given to all Members. A violation of such Rules and Regulations shall be deemed a violation of the Master Deed and the Exhibits thereto.

11.9 BUSINESSES. Nothing contained in these Bylaws shall be construed to give the Board the authority to conduct any business for profit on behalf of the Association or any Member.

11.10 AMENDMENT. These Bylaws may be amended, modified, or revoked in any respect from time to time by the Board of Directors. PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the Act and other laws of the State of Tennessee; and PROVIDED, FURTHER, that no

modification of or amendment to these Bylaws shall be valid unless set forth in an Amendment to the Master Deed and recorded with the Register's Office, Hamilton County, Tennessee.

11.11 TERMS. All terms used herein which are defined in the Master Deed or the Act shall have the same meaning as set forth therein.

11.12 CONFLICT. In the event of any conflict between these Bylaws and the provisions of the Master Deed or Act, the provisions of the Master Deed or the Act, as the case may be, shall control.

11.13 NON-WAIVER OF COVENANTS. No covenants, restrictions, conditions, obligations or provisions contained in the Master Deed or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur,

11.14 AGREEMENTS BINDING. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Master Deed and these Bylaws shall be deemed to be binding on all Owners, their heirs, successors and assigns.

11.15 SEVERABILITY. The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

11.16 PERPETUITIES AND RESTRAINTS ON ALIENATION. If any of the options, privileges, covenants or rights created by these Bylaws shall be unlawful or void for violation of (a) the rules against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until one (1) day less than ninety (90) years from the date the Master Deed is recorded.

(Signatures on Next Page)

In witness whereof, the undersigned has hereby signed this document for the Association on this the ____ day of _____, 20__.

The Gardens at Heritage Green Condominium Association, Inc., a Tennessee non-profit corporation

By: _____
President

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the President of The Gardens at Heritage Green Condominium Association, Inc., a Tennessee non-profit corporation, the within named bargainor, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said bargainor, by himself as such officer.

WITNESS my hand and seal at office, on this the ____ day of _____, 20__.

Notary Public

My Commission Expires:

(Notary Seal)

EXHIBIT "A"
Rules and Regulations

The Gardens at Heritage Green Condominium Association, Inc.
Rules and Regulations as of May 30, 2014

Defined Terms:

The Gardens at Heritage Green Condominium Association, Inc. ("Association")

Condominium Apartment ("Unit")

Condominium Apartment Owner ("Owner")

Board of Directors for The Gardens at Heritage Green Condominium Association, Inc. ("Board")

All property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners ("Common Areas")

1.	<p><u>Access to Units and Common Elements:</u> The greens and walkways in front of the buildings and the entrances to the buildings shall not be obstructed or used for any purpose other than ingress to and egress from the Units.</p>
2.	<p><u>Additions to Exterior of the Building:</u> The Association has been charged with the responsibility of maintaining the aesthetic and architectural character of The Gardens at Heritage Green. The purpose of the Architectural Committee is not to discourage improvements but to oversee the nature of improvements in order that they enhance the value and protect your investment in the Association.</p> <p>Any Owner desiring to make any exterior change, improvement, or addition (<u>including any color change</u>) must first obtain approval for the change. All applications will be considered on an individual basis, and all reasons presented for the improvements will be weighed and evaluated, based on the following considerations: Color changes may <u>only</u> be made to front doors and shutters and it must be a color already existing in The Gardens.. A "Change Request Form" must be filled out and submitted to the Architectural Committee for Approval prior to any color change..</p> <ol style="list-style-type: none"> 1. The harmony and compatibility of the external design and location in relation to surrounding condos/carriage homes in the community. 2. The recognition of future maintenance problems or expenditures the installation might cause the Association. 3. Adherence to guidelines established in this Declaration. <p>The procedure for making an architectural change request is as follows:</p> <ol style="list-style-type: none"> 1. Submit to the Architectural Committee via the "Change Request Form" (which is the last page of these Rules) a complete description of the addition, change or improvement with a drawing, photograph or catalog picture and specifications as necessary attached to a filled out application. Materials to be used, paint color, etc. should be included along with the estimated time of completion of the project. Attach to a completed application form. 2. The Architectural Committee will review the application and it will be approved, disapproved, or additional or alternative recommendations for the improvement will be suggested. The Owner will receive a copy and notice of same within thirty days from the date of submittal. If the Architectural Committee requires additional information an extension on the thirty (30) day limit may be made. 3. Upon completion, notify the Architectural Committee that approved work is ready for inspection. 4. Any change or improvement made by an Owner or future owners is the responsibility of the Owner for maintenance, repair and/or replacement. 5. Unauthorized changes or improvements must be removed or restored to original conditions at the discretion of the Board of Directors and will be at the expense of the Owner(s).

	<p>6. Improvements may require you to obtain building permits from the City of Chattanooga Codes Department.</p> <p>7. All projects must have a completion date or an estimate of when a project will be completed.</p> <p>8. If a project is not completed on or before six (6) months, the project must be halted and resubmitted to the Architectural Committee for approval.</p>
3.	<p><u>Awnings:</u> Exterior awnings/window shades must be approved in advance by Architectural Committee due to insurance concerns (fire, etc.) Sun Setter type awnings also not allowed because it is a major installation to the fascia and has the potential to cause great harm if caught by a sudden wind.</p>
4.	<p><u>Building Materials:</u> No lumber, brick, stone, block, concrete, telephone pole type cross tie or other building materials, nor any other thing used for building purposes shall be stored on any site except for the purpose of construction of the improvements then in progress.</p>
5.	<p><u>Camper, Trailer, Boat, Truck, etc. Storage:</u> Automobiles and Vehicles:</p> <p>Every attempt should be made to park automobiles, small passenger trucks, passenger vans, and other commonly used private passenger vehicles in the garage. If your garage will not accommodate your vehicles, every attempt should be made to park in your driveway. This is both for the safety of others and to enhance the aesthetic quality of our neighborhood.</p> <p>Commercial vehicles, campers, mobile homes, boats and trailers shall not be parked outside of the garage. No vehicle shall be parked overnight outside if commercial equipment is exposed in or upon the vehicle. The foregoing restriction shall not be deemed to prohibit the temporary parking of commercial vehicles making delivery to and from, or used in connection with providing services to subject property of any Owner. (As per the "Declaration of Covenants, Conditions, Restriction, Liens, and Reservation of Easements.)</p> <p>No junk vehicle, inoperative, unlicensed motor vehicle, vehicles with expired tags, structure of a temporary character shall be parked or stored on the property. The repair or maintenance of an automobile or other vehicle must be carried out within your garage. (As per the Declaration of Covenants, Conditions, Restrictions, Liens, and Reservation of Easements.)</p>
6.	<p><u>Clothesline.</u> No clothing, linens or other articles shall be hung or otherwise left or place in or on the Common Areas.</p>
7.	<p><u>Common Areas.</u> Owners cannot make ANY changes in common areas. Owners cannot make any changes in limited common areas that can be seen (such as installation of a pergola, etc.) unless a "Change Request Form" is submitted to the Architectural Committee for approval.</p>
8.	<p><u>Complaints:</u> The Board shall create a "Rules-Court Committee" for the purpose of hearing complaints against members violating either the declaration, by-laws or rules. The form of receiving complaints would require the complainant to put the complaint in writing, appear before the committee and offer reasonable proof, not just "I saw." The Rules-Court Committee should have regular meetings, with minutes recorded, before assessing fines. The Board will set the fines and send to the Rules-Court Committee.</p>
9.	<p><u>Concrete.</u> If any unit owner orders concrete (i.e. for an extra driveway parking pad, sidewalk, etc.) the concrete company must be told they are not allowed to take their truck in the alleyways. The trucks are too heavy and will ruin our alleys. Please have the concrete company use a Georgia Buggy to bring concrete from our main road to the job in the alley. Please be sure and submit your "Change Request Form" to add on an extra pad or sidewalk to the Architectural Committee beforehand.</p>
10.	<p><u>Delegation:</u> The Board shall have the authority and duty to enforce these Rules and Regulations. The Board will set the fines and send to the Rules-Court Committee for any violation.</p>
11.	<p><u>Exterior Lighting:</u></p>

	Any exterior lighting shall not be allowed to “spill” onto adjoining properties to the extent it may cause a disturbance. Colored outdoor lighting is prohibited – only white lights are acceptable.
12.	<u>Exterior Paint:</u> Color changes of units are prohibited. Only color changes to shutters and front doors are allowed with proper approval of the Architectural Committee. A “Change Request Form” must be filled out and submitted to the Architectural Committee.
13.	<u>Fences:</u> Keep grounds as natural and unobstructed as possible. White vinyl privacy fences only are allowed (fences not to be attached to any unit). Fences, gates are to be kept clean and in good repair and are the responsibility of the unit owner. Fences may not be attached to <u>any</u> unit (whether it be the owner's unit or neighbor's unit).
14.	<u>Fines.</u> All fines are set by the Board, are at the Board’s discretion and are as follows for purposes of all of these rules: 1 st offense - letter 2nd offense - \$25 fine 3rd offense - \$50 fine 4 th offense - \$75 fine
15.	<u>Fireworks.</u> All fireworks in Hamilton County are illegal. This includes the cities of Chattanooga, East Ridge, Red Bank, Soddy Daisy and Signal Mountain.
16.	<u>Flagpoles:</u> Flagpoles shall be attached to the Unit, not the roof, and be no more than six (6) feet in length.
17.	<u>Garage Doors:</u> The Architectural Committee shall approve any change from the standard style used on all the Units in the Association. [All garage doors were initially purchased by Northgate Doors.] Garage doors are covered by HOA in the case of a defect in materials, regular wear and tear. Garage doors are not covered if damage is the result of homeowner/other actions. Garage door rails must be maintained by unit owners. Rails must be lubed, etc. Garages may be used for personal property and storage only – not to be sublet or rented out.
18.	<u>Grills of Any Kind, Chiminias, etc.</u> Grills of any kind, chimineas cannot be placed under a covered porch/patio due to fire marshal regulations
19.	<u>Hot Tubs:</u> Hot Tub Guidelines All hot tubs and spas are to be screened from view. Hot tubs must have a locking cover and privacy fence with a locked gate so it is childproof while unattended. No piping, pumps, filters, or other mechanical equipment shall be exposed to view. No water from a hot tub or spa is to be allowed to drain onto adjoining property. No drain lines shall be connected to the local sewer system, nor said lines shall not cross the Common Areas, No lighting of hot tubs or spas shall be allowed to “spill” onto adjoining properties.
20.	<u>Household Pets:</u> All pets must be leashed at all times in all Common Areas, and no pet shall be left unattended in the Common Areas or Facilities. (This is McKamey Animal Center's ordinance/city ordinance which includes, among others, dogs and cats). If any pet creates offensive noise, is allowed outdoors except on a leash or in any way creates a disturbance the pet may be removed from the Condominium and the Owner of the pet shall immediately comply with such request. The city of Chattanooga requires all dogs and cats to be restrained with a leash. We are within the city limits and must comply with this ordinance. Hamilton County, and all cities in the county, requires all dogs to be under their guardian’s control at all times. This means they must be on a leash, on a lead, or confined to their property by a fence. Dogs that run loose are subject to impoundment, and their guardians are responsible for impoundment and boarding fees. Guardians also must be cited and face fines. Such fees and fines are regulated by the city in which you reside, not by the Humane Society.

	<p>Dogs: Doghouses and Dog Runs are not allowed. Pets may be kept provided such pets are not kept, bred, or maintained for commercial purposes. Dogs shall be properly restrained and not allowed to run free.</p> <p>Dog owners shall also be responsible and considerate of their neighbors by picking up after their pets on other's property and on common grounds. This is also a city ordinance.</p> <p>Due to the unpredictability of aggression, tenacity "gameness," "the refusal to give up a fight," aggressive behaviors, as well as statistics citing the dangerous nature of certain breeds which have lead to many cases of death, the HOA will not allow Pit Bulls or Rottweilers into the complex.</p> <p>Any violation of the above stated #17 by an Owner may be reported to the Rules-Court Committee.</p>
21.	<p><u>Improper Use of Common Areas :</u> There shall be no use of the Common Areas which defaces, injures or scars them, increases the maintenance thereof, or embarrasses, disturbs or annoys any Owner or occupant. Yard sales, garage sales, estate sales or similar activities are not permitted out of consideration for nearby owner's privacy.</p>
22.	<p><u>Landscaping Ornamentation;</u> Landscaping ornamentation is allowed within limits. The Landscaping Committee will be responsible for deciding if the ornamentation interferes with upkeep of lawn, landscaping and pest control services. Nothing shall be placed on any unit owner's roof, at any time, nor shall anything be allowed to penetrate the roof.</p>
23.	<p><u>Maintenance of Units:</u> Each Owner is responsible for maintaining their Unit, including regular maintenance of their HVAC and hot water heater. All Units shall be maintained in a neat and attractive, uncluttered condition by their respective Owners. Fences, gates, if in place should be kept clean and in good repair. Nothing may be attached to a unit owners' exterior. This also includes the planting of plants, trees, shrubbery next to a unit. Plants/shrubbery, vines and trees planted too close to a unit which could cause disruption/damage, of unit's hardboard, and cause prevention of maintenance of units (such as painting) are not allowed.</p>
24.	<p><u>Noise:</u> All Owners, guests, tenants and occupants shall reduce noise levels between the hours of 10:00 PM and 9:00 AM so that neighbors are not disturbed. At no time are musical instruments, radios, stereos, boom boxes (cars with boom box devices) or televisions to be so loud as to create a nuisance.</p>
25.	<p><u>Offensive Activities:</u> No Owner or occupant may use or maintain his or her Unit or Common Area for any purpose or in any manner which is contrary to any applicable law, rule, regulation or requirement of any governmental authority or for any purpose which would constitute a nuisance or be offensive.</p>
26.	<p><u>Outbuildings:</u> No tent, shack, barn, storage or other outbuilding, shall be kept or used upon any lot.</p>
27.	<p><u>Outdoor Equipment and Children's Playthings</u> Swing sets and other playground equipment: Play equipment is allowed but only in the courtyard, constructed of durable material, maintained in good condition and hidden by a fence. Basketball goals are not acceptable. Go carts and similar type toys are not allowed on HOA streets/alleyways due to liability issues. The Gardens driveways, alleyways and streets are not a playground for children. Children riding bikes/roller blading in street, (and any similar type of activity) should wear proper safety attire (helmet, etc.) and should be accompanied in all cases by an adult if under 12. Bikes and similar equipment should not be ridden through grass areas of the Gardens. All children should play only in safe areas in the Gardens. Wood decks are not allowed</p>

	<p>All attached exterior areas shall be kept in an uncluttered, orderly and aesthetically pleasing condition (unless concealed by a private fence). Any gazebo type structure/pergola, etc. should be maintained, kept in good repair, aesthetically pleasing and is the responsibility of the unit owner who placed them in their patio area.</p>
28.	<p><u>Parking Spaces:</u> All unit owners and/or their tenants must park their vehicles in the garage or driveway.</p> <p>Visitor parking is for visitors only.</p> <p>No parking of commercial vehicles except for in a unit owner's garage or driveway. No commercial vehicles will be allowed to be parked adjacent to or within the permitted parking spaces of condominium units or in the cul-de-sac, other than vendors' vehicles that are actively servicing a Unit. No Advertising.</p> <p>If an Owner has special parking needs they are to contact the Board for approval</p> <p>No Owner, tenant or guest shall interfere with the rights of other Owners and tenants to use the parking spaces in their intended manner. Repairing or servicing of vehicles within the parking areas is prohibited. All washing/detailing of vehicles shall be performed in driveways (the rear of the buildings).</p> <p><u>No parking in grass at any time.</u></p> <p>Any violation of the above stated #24 by an Owner may be reported to the Rules-Court Committee.</p>
29.	<p><u>Pergolas/Trellis Type Structures.</u> Any pergolas or trellis type structures built by unit owners and placed in their courtyards must be approved by Architectural Committee, cannot be attached to any unit and must be totally maintained by unit owner - not HOA.</p>
30.	<p><u>Pools:</u> No above ground swimming/wading pools are to be visible.</p>
31.	<p><u>Proxy Voting by Board Members.</u> Board members may vote by proxy if a board member cannot attend a meeting. The proxy must be properly filled out. The proxy must state that it is a proxy for a specific meeting, place and time; name a person or persons to vote on their behalf on any matter voted on in that meeting.; and the proxy must be dated and signed. The proxy authorizes another person to act in his or her place.</p>
32.	<p><u>Rent/Leasing/Tenants:</u> It is the desire of the members of the Gardens at Heritage Green Condominium Association that each Unit be Owner occupied . Per the Master Deed and Bylaws the Owner is responsible for his Unit and if such Owner rents, the Owner is 100% responsible for his/her tenant.</p> <p>Per the Master Deed, the Owner of any Unit being rented must provide the Board with a copy of the lease agreement being used for their particular unit. Also, per the Master Deed, it will be the Owner's responsibility to see to it that their tenant is not in violation of any of the Association's Rules and Regulations. The Owner will be informed, in writing of any violation by a tenant.</p>
33.	<p><u>Roof.</u> At no time is anything allowed to be mounted onto a unit owner's roof. Nothing may penetrate the roof since it is an HOA responsibility.</p>
34.	<p><u>Sale of Unit/Association Dues:</u> Any Owner must notify the Board in writing of the upcoming sale of their Unit and furnish the Board with the name of the prospective new Owner.</p>
35.	<p><u>Satellite Dishes:</u> Approval requests must be submitted to the Architectural Committee before installation of satellite dishes.</p> <p>The Architectural Committee is responsible for allowing placement of a satellite dish at a respective Unit. It is not up to the Owner to place the satellite dish at his/her Unit.</p> <p>Satellite Dishes may not be mounted on the roof of any unit due to roof damage/insurance concerns.</p>

	<p>Satellite Dishes in place as of 5/22/09 are grandfathered in. If the Unit of a “grandfathered in” satellite dish is sold, the new Owner must have the satellite dish removed from the roof and provide the Board with evidence that the roof, Unit’s exterior structure is in proper working order and not damaged.</p> <p>NOTE: The Federal Communications Commission gives the individual Owner the right to install them, however, it did not take away the right of the Homeowner Associations to control their specific placement and size. The dish must not be visible from the front of the condo/carriage house.</p>
36.	<p><u>Seasonal Decorations:</u> Seasonal decorations (lights, yard art, etc.) such as Halloween, Thanksgiving, Christmas, Easter, etc. shall not be installed more than 30 days prior to the event and shall be removed within 14 days after the event. At no time can any decoration be mounted on the roof of a unit.</p> <ol style="list-style-type: none"> 1. Seasonal decorations (lights, yard art, etc.) shall not be installed more than 30 days prior to the event and shall be removed within 14 days after the event. 2. At no time can any decoration be mounted on the roof of a unit. This includes Santa Clause, reindeer, sleigh, etc. Seasonal decorations also should not be in the way of mowers or anyone maintaining common area. 3. Seasonal decorations may be placed in the mulch area or in the common area immediately in front of the unit. If placed in the common area, when removed, the area must be left in its original condition. No extension cords should be placed across the sidewalk or in the common area. 4. Residents are encouraged to add lights on the bushes in front of their homes. Lights may be all white or multicolored. White lights are preferred throughout the community but multicolored lights are permitted. They may also be added to porches, front area, posts and around doors, but NOT on the roof. Also these must be attached with removable attachments. Nothing may be nailed or screwed to any part of the exterior. 5. No commercial type decorations such as inflatable snow globes, Santa Clause, etc. or large colored solid type figures will be allowed. 6. However, figures (such as reindeer, etc.) made of wire and outlined in white lights will be acceptable. 7. Spotlights to accent decorations may be used provided they are white or clear (no colors). 8. The HOA board will make provisions to decorate the light posts in the greenway areas, postal unit, front fence and entrance sign. 9. No banners of any type may be displayed.
37.	<p><u>Signs:</u> No signs shall be erected, posted or displayed except Street and identification signs installed by the association, security system identification signs. Only one (1) temporary real estate sign (not to exceed six square feet in area) per lot can be used in advertising condo/carriage home for sale. The sign should be placed in the mulch area of a unit’s front yard only. No signs may be displayed in alleyways.</p> <p>Owners may not display any signs in windows of their Units or in the Common Areas nor may Owners place window displays or advertising materials in the windows or Common Areas.</p> <p>Sellers may display their realty signs for open house, etc. starting every Friday evening at 6:00 pm through Sunday evening 9:00 pm. If signs are not picked up by Sunday evening, 9:00 pm, they will be discarded.</p>
38.	<p><u>Solar Panels:</u> Solar panels are not allowed due to roof breaches.</p>
39.	<p><u>Speed Limit:</u> The Gardens speed limit is 20 mph and signs have been posted. Speeders or reckless drivers shall be reported to the Rules-Court Committee.</p>
40.	<p><u>Trash and/or Recyclable Pick Up:</u> Trash, garbage and recycling containers shall not be permitted to remain in the public view except on days of trash collection. All trash and recycling bins shall be placed outdoors either the night before</p>

	or the morning of the designated trash collection day and brought back in the day of trash pickup. Trash containers of any type must be concealed out of site except on collection days. No burning of trash will be allowed at any time. Either trash cans or tied plastic bags may be used to dispose of garbage. If plastic bags are used be sure they are tightly secured.
41.	<u>Trampolines:</u> No trampolines shall be allowed.
42.	<u>Tree Houses:</u> No tree houses shall be allowed.
43.	<u>Vegetable Gardens:</u> Vegetable gardens must be confined to a fenced in courtyard area and must be maintained so as not to be unsightly.
44.	<u>Window Air Conditioners:</u> No window air conditioners shall be allowed.

CHANGE REQUEST FORM

Please make sure to fill out this request form as completely as possible before submitting so as not to delay you request. Your submittal should be forwarded to the Architectural Committee either via e-mail or regular mail. Their e-mail addresses can be found on the Committee's list or mail to 800 Callaway Court, Chattanooga, TN 37421.

Submittal Date:	
Subdivision:	
Name:	
Address:	
E-mail Address:	
Home Phone Number:	
Work Phone Number:	

Description of the request – plans and specifications showing the nature, type, height, materials and location of the change: