

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 EXPENSES, ASSESSMENTS. 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 twenty (20) 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 rule 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: \_\_\_\_\_

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 \_\_\_\_\_ of \_\_\_\_\_, the within named bargainor, a corporation, and that he as such \_\_\_\_\_, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by \_\_\_self as such \_\_\_\_\_.

WITNESS my hand and seal at office, on this the \_\_\_\_ day of \_\_\_\_\_m 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

(Notary Seal)

EXHIBIT "A"  
Rules and Regulations  
Page 1 consisting      pages

**The Gardens at Heritage Green Condominium Association, Inc.**  
**Rules and Regulations**

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><b><u>Access to Units and Common Elements:</u></b> 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><b><u>Additions to Exterior of the Building:</u></b> 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:</p> <ol style="list-style-type: none"><li>1. The harmony and compatibility of the external design and location in relation to surrounding condos/carriage homes in the community.</li><li>2. The recognition of future maintenance problems or expenditures the installation might cause the Association.</li><li>3. Adherence to guidelines established in this Declaration.</li></ol> <p>The procedure for making an architectural change request is as follows:</p> <ol style="list-style-type: none"><li>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.</li><li>2. The Architectural Committee will review the application and it will be</li></ol>

	<p>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.</p> <ol style="list-style-type: none"> <li>3. Upon completion, notify the Architectural Committee that approved work is ready for inspection.</li> <li>4. Any change or improvement made by an Owner or future owners is the responsibility of the Owner for maintenance, repair and/or replacement.</li> <li>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).</li> <li>6. Improvements may require you to obtain building permits from the City of Chattanooga Codes Department.</li> <li>7. All projects must have a completion date or an estimate of when a project will be completed.</li> <li>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.</li> </ol>
<p>3.</p>	<p><b><u>Awnings:</u></b> Exterior awnings/window shades must be approved in advance by Architectural Committee due to insurance concerns (fire, etc.)</p>
<p>4.</p>	<p><b><u>Building Materials:</u></b> No lumber, brick, stone, block, concrete 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>
<p>5.</p>	<p><b><u>Camper, Trailer, Boat, Truck, etc. Storage:</u></b> 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,</p>



	and Reservation of Easements.)
6.	<b><u>Clothesline.</u></b> No clothing, linens or other articles shall be hung or otherwise left or place in or on the Common Areas.
7.	<b><u>Complaints:</u></b> 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.
8.	<b><u>Concrete.</u></b> 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 request to add on an extra pad or sidewalk to the Architectural Committee beforehand.
9.	<b><u>Delegation:</u></b> 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.
10.	<b><u>Exterior Lighting:</u></b> 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.
11.	<b><u>Exterior Paint:</u></b> The Architectural Committee must approve the changing of exterior paint colors. Color chips must be made available. A "Change Request Form" must be filled out and submitted to the Architectural Committee.
12.	<b><u>Fences:</u></b> Keep grounds as natural and unobstructed as possible. White vinyl privacy fences only are allowed (fences not to be attached to any unit). Fences are to be kept clean and are the responsibility of the unit owner.
13.	<b><u>Fines.</u></b> 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 <sup>st</sup> offense - letter 2 <sup>nd</sup> offense - \$25 fine 3 <sup>rd</sup> offense - \$50 fine 4 <sup>th</sup> offense - \$75 fine
14.	<b><u>Flagpoles:</u></b> Flagpoles shall be attached to the Unit, not the roof, and be no more than six (6) feet in length.
15.	<b><u>Garage Doors:</u></b> The Architectural Committee shall approve any change from the standard style used on all the Units in the Association.

16.	<p><b><u>Hot Tubs:</u></b>  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.</p>
17.	<p><b><u>Household Pets:</u></b>  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. 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.</p> <p>The city of Chattanooga requires all dogs to be restrained with a leash. We are within the city limits and must comply with this ordinance.</p> <p>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> <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.</p> <p>Any violation of the above stated #17 by an Owner may be reported to the Rules-Court Committee.</p>
18.	<p><b><u>Improper Use of Common Areas :</u></b>  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>
19.	<p><b><u>Landscaping Ornamentation;</u></b>  Landscaping ornamentation is allowed within limits. The Landscaping Committee will be responsible for deciding if the ornamentation interferes with upkeep of lawn,</p>

	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.
20.	<p><b><u>Maintenance of Units:</u></b> 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 condition by their respective Owners. Fences, if in place should be kept clean.</p>
21.	<p><b><u>Noise:</u></b> 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>
22.	<p><b><u>Offensive Activities:</u></b> 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>
23.	<p><b><u>Outbuildings:</u></b> No tent, shack, barn, storage or other outbuilding, shall be kept or used upon any lot.</p>
24.	<p><b><u>Outdoor Equipment and Children's Playthings</u></b> 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.              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).</p>
25.	<p><b><u>Parking Spaces:</u></b> All unit owners and/or their tenants must park their vehicles in the garage or driveway.</p> <p>Visitor parking is for visitors only. No parking in street.</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 of vehicles shall be performed in the rear of the buildings.</p>

	<p><u>No parking in grass at any time.</u></p> <p>Any violation of the above stated #25 by an Owner may be reported to the Rules-Court Committee.</p>
26.	<p><b><u>Pools:</u></b> No above ground swimming/wading pools are to be visible.</p>
27.	<p><b><u>Proxy Voting by Board Members.</u></b> 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>
28.	<p><b><u>Rent/Leasing/Tenants:</u></b> 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>
29.	<p><b><u>Roof.</u></b> 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>
30.	<p><b><u>Sale of Unit/Association Dues:</u></b> 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>
31.	<p><b><u>Satellite Dishes:</u></b> 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</p>

	<p>Associations to control their specific placement and size. The dish must not be visible from the front of the condo/carriage house.</p>
<p>32.</p>	<p><b><u>Seasonal Decorations:</u></b>                  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"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>5. No commercial type decorations such as inflatable snow globes, Santa Clause, etc or large colored solid type figures will be allowed.</li> <li>6. However, figures (such as reindeer, etc) made of wire and outlined in white lights will be acceptable.</li> <li>7. Spotlights to accent decorations may be used provided they are white or clear (no colors).</li> <li>8. The HOA board will make provisions to decorate the light posts in the greenway areas, postal unit, front fence and entrance sign.</li> </ol>
<p>33.</p>	<p><b><u>Signs:</u></b>                  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>
<p>34.</p>	<p><b><u>Solar Panels:</u></b></p>

	Solar panels are not allowed due to roof breaches.
35.	<b><u>Speed Limit:</u></b> The Gardens speed limit is 20 mph and signs have been posted. Speeders or reckless drivers shall be reported to the Rules-Court Committee.
36.	<b><u>Trash and/or Recyclable Pick Up:</u></b> 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 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.
37.	<b><u>Trampolines:</u></b> No trampolines shall be allowed.
38.	<b><u>Tree Houses:</u></b> No tree houses shall be allowed.
39.	<b><u>Vegetable Gardens:</u></b> Vegetable gardens must be confined to a fenced in courtyard and must be maintained so as not to be unsightly.
40.	<b><u>Window Air Conditioners:</u></b> No window air conditioners shall be allowed.
41.	<b><u>Garages.</u></b> Garages may be used for personal property and storage only – not to be sublet or rented out.

**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: