

File
Prepared by and when recorded
Return to:
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Hamilton County, Tennessee

AMENDMENT TO MASTER DEED

FOR THE GARDENS AT HERITAGE GREEN CONDOMINIUM ASSOCIATION, INC.

Re: Master Deed dated November 17, 2004 from A. L. James Construction and Development, LLC ("Developer") for The Gardens at Heritage Green Condominium Association, Inc., recorded in Book 7344, Page 922 in the Register's Office of Hamilton County, Tennessee.

This Amendment to Master Deed is made as of the 22nd day of May, 2009 by the Board of Directors (the "Board") of The Gardens at Heritage Green Condominium Association, Inc. (the "Association").

WITNESSETH:

57342

WHEREAS, the Board was elected March 2, 2009; and

WHEREAS, Exhibit "D" to the Master Deed for the Association contains the By-laws of the Association; and

WHEREAS, Article VIII of the By-laws allow the Board to adopt Rules and Regulations regarding the use of the Common Elements of the Property, as defined in the Master Deed, as long as they are not inconsistent with the Master Deed and the exhibits to the Master Deed; and

WHEREAS, on May 18, 2009 the Board unanimously adopted and 79% of the members of the Association adopted the Rules and Regulations attached hereto, marked Exhibit "A", and made a part hereof (the "Rules and Regulations"); and

WHEREAS, the Board and members desire that the Rules and Regulations be placed of record.

NOW THEREFORE, the Secretary of the Board does hereby publish and declare on behalf of and with the approval of the Board, that all of the Property, as defined in the Master Deed, is hereby submitted to the Rules and Regulations.

(Signature and Notary Acknowledgment on Following Page)

IN WITNESS WHEREOF, the undersigned executed this Amendment to Master Deed as of the day and year first above written.

For and on behalf of the Board:

By: Ursula W. Jenkins
Ursula W. Jenkins, Secretary

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, SUSAN E. RICH a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Ursula W. Jenkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Secretary of and a member of the Board of The Gardens at Heritage Green Condominium Association, LLC, and that she, as such Secretary and a member of the Board, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office on this the 20th day of May, 2009.

Susan E. Rich
Notary Public

My Commission Expires:

3/25/2012

(Notary Seal)



EXHIBIT "A"
Rules and Regulations
Page 1 consisting 7 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><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 (including any color change) must 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"> 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 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

	<p>inspection.</p> <p>4. Any change or improvement made by an Owner or future owners is the responsibility of the Owner for maintenance, repair and/or replacement.</p> <p>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> <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.)</p>
4.	<p><u>Building Materials:</u> 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>
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. 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 or unlicensed motor vehicle, 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>Complaints:</u> Complaints of violations of these Rules and Regulations should be made in writing to the Board to be submitted to the Grievance Committee. If the Board and the Grievance Committee determine the complaint is justified, they shall take whatever action they deem necessary and shall notify the complainant in writing of such action, if any. Fines, as defined within the rules and regulations will commence.</p>
8.	<p><u>Delegation:</u> The Board shall have the authority and duty to enforce these Rules and Regulations and set fines as deemed appropriate for any violation, but, in their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.</p>

9.	<p><u>Exterior Lighting:</u> 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 except holidays (see holiday guidelines).</p>
10.	<p><u>Exterior Paint:</u> The Architectural Committee must approve the changing of exterior paint colors. Color chips must be made available.</p>
11.	<p><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)</p>
12.	<p><u>Flagpoles:</u> Flagpoles shall be attached to the Unit and be no more than six (6) feet in length.</p>
13.	<p><u>Garage Doors:</u> The Architectural Committee shall approve any change from the standard styled used on all the Units in the Association.</p>
14.	<p><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, not shall said lines cross the Common Areas, No lighting of hot tubs or spas shall be allowed to "spill" onto adjoining properties.</p>
15.	<p><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. 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 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, require 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. 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. 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. Any violation of the above stated #16 by an Owner may be reported to the Board and that Owner will receive a letter for the first offense, followed by a fine of \$75.00 for each pet/each occurrence after that.</p>
16.	<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 annoy any Owner or occupant. Yard sales, garage sales or similar activities are not permitted out of consideration for nearby owner's privacy.</p>
17.	<p><u>Landscaping Ornamentation:</u></p>

	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.
18.	Maintenance of Units: 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.
19.	Noise: 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 device) or televisions to be so loud as to create a nuisance.
20.	Offensive Activities: No Owner or occupant may use or maintain his or her Unit or Common Areas 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.
21.	Outbuildings: No tent, shack, barn, storage or other outbuilding, shall be kept or used upon any lot.
22.	Outdoor Equipment and Children's Playthings 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. Decks are not allowed All attached exterior areas shall be kept in an uncluttered, orderly and aesthetically pleasing condition (unless concealed by a private fence).
23.	Parking Spaces: Tenants of a two (2) bedroom Unit will not park more than two (2) private vehicles at the complex on a regular basis. These two (2) vehicles will be parked in the Unit's garage and driveway, not in the visitor parking areas. Tenants of a three (3) bedroom Unit will not park more than three (3) private vehicles at the complex on a regular basis. All tenant private vehicles will be parked in the Unit garage and driveway, not in the visitor parking areas. If an Owner has special parking needs they are to contact the Board for approval 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. 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. Every attempt shall be made to leave visitor parking spaces for visitors. No parking in grass. Any violation of the above stated #8 by an Owner may be reported to the Board and that Owner will receive a letter for the first offense, followed by a fine of \$75.00 for each occurrence. Towing will ensue upon the 3rd offense.
24.	Pools: No above ground swimming/wading pools are to be visible.
25.	Rent/Leasing/Tenants: It is the intent of the members of the Gardens at Heritage Green Condominium Association that each

Unit be Owner occupied and that each Owner is responsible for his Unit and the tenant renting in any Unit.

1. Not more than 12 Units within the complex will be rented or leased at any one time.
2. The rental of any Unit by an Owner must first be presented to the Board for approval, such presentation to include a copy of the proposed rental agreement and the identity of the tenants, a credit check report and police report.
3. Any Owner wishing to lease their Unit must first contact the Board to verify if there is an opening for additional rentals as provided for in the Rules and Regulations.
4. The Board will provide the standard lease agreement to be used for rental property. All rental units must sign the Board's lease agreement with the Association's Rules and Regulations attached as an Exhibit.
5. If a Unit is rented, it must be maintained by Owner. No third party persons or management company may control the rental of a Unit. Sole control of the Unit is by the Owner only.
6. Because the Owner of any Unit being rented must provide the Board with a copy of the credit check and police report on the potential tenant, that Owner of a Unit may require a deposit from the potential tenant to cover the fees incurred in obtaining the reports.
7. Any rental or lease agreement will have a copy of the Association's Rules and Regulations attached as an exhibit.
8. The Owner of a Unit that is being rented must inspect his/her unit on a quarterly basis and submit a report to the Board on a quarterly basis.
9. It is the sole discretion of the Board to approve any rental application.
10. Any Owner who leases his or her Unit shall provide a copy of the signed lease agreement to the Board. Each lease agreement shall provide that the tenant's failure to comply with the provisions of the Master Deed, Bylaws, Rules and Regulations of the Condominium shall constitute a breach of the lease agreement. Each Owner shall also provide a copy of the aforesaid documents to his or her tenants. Each Owner shall be responsible for the payment of any fines or fees assess by the HOA Board for violations committed by his or her tenants.
- 11.. No two (2) bedroom Unit will be rented or leased for occupancy by more than 2 adults and 2 children.
12. No three (3) bedroom Unit will be rented or leased for occupancy by more than 3 adults or 2 adults and 2 children.
13. 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. If the situation persists after a 1st written notice, a 2nd written notice will be sent to the Owner. If the situation is not corrected after a 2nd notice is sent then a 3rd written notice will be delivered to the Owner and at that time the Owner will be expected to request the tenant to vacate the Unit. If the tenant has not vacated the Unit within sixty (60) days of the 3rd written notice being sent, the Owner will be assessed \$100 a month. If the tenant has not vacated the Unit within 90 days of sending the 3rd written notice the assessment to the Owner will increase to \$200 per month. The assessment will continue until the tenant has vacated. Any such assessment will be considered to be additional Association dues and will be subject to the same collection procedures as Association dues and are currently defined in the Master Deed. The Owner must be in communication with the Board as to the

	<p>status of the rental situation.</p> <p>14. Any Owner suffering from a hardship may rent but must get approval from the Board in advance of rental as per above.</p>
26.	<p>Sale of Unit/Association Dues: 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>
27.	<p>Satellite Dishes: 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 give 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>
28.	<p>Seasonal Decorations: 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.</p>
29.	<p>Signs: No signs shall be erected, posted or displayed except Street and identification signs installed by the association, security system identification signs and one temporary real estate sign not to exceed six square feet in area per lot advertising condo/carriage home for sale. 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>
30.	<p>Solar Panels: Solar panels may be submitted to and only approved by the Architectural Committee.</p>
31.	<p>Speed Limit: 25 mph or what the city ordinance is for neighborhoods. Speeders or reckless drivers shall be reported to the board and will receive a letter for the first offense, followed by a fine of \$75.00 for each successive offense.</p>
32.	<p>Trash and/or Recyclable Pick Up: 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.</p>
33.	<p>Trampolines: No trampolines shall be allowed.</p>

34.	Tree Houses: No tree houses shall be allowed.
35.	Vegetable Gardens: Vegetable gardens must be confined to a fenced in courtyard and must be maintained so as not to be unsightly.
36.	Window Air Conditioners: No window air conditioners shall be allowed.
37.	Garages. 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 (either via e-mail or mail) as completely as possible before submitting so as not to delay your request. Your submittal will be forwarded to the Board and eventually the Architectural Committee. You must submit all required drawings to the Board/Architectural Committee in addition to this form.

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: