

File Burke-Danielson

Prepared by and when recorded  
Return to:  
Matt Brownfield  
The Gardens at Heritage Green CAI

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 8 Page MASTER DEED  
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 DEED RECORDING FEE 40.00  
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 State of Tennessee Hamilton County  
 Register of Deeds **PAM HURST**

**SIXTH AMENDMENT TO MASTER DEED**  
**FOR THE GARDENS AT HERITAGE GREEN CONDOMINIUM ASSOCIATION, INC.**

File

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.

0159

The First Amendment to Master Deed was previously 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").

The Second Amendment to Master Deed is made as of the 12th day of October, 2010 by the Board of Directors (the "Board") of The Gardens at Heritage Green Condominium Association, Inc. (the "Association").

The Third Amendment to Master Deed is made as of the 17th day of November, 2011 by the Board of Directors (the "Board") of The Gardens at Heritage Green Condominium Association, Inc. (the "Association").

The Fourth Amendment to the Master Deed is made as of the 30th day of May, 2014 by the Board of Directors (the "Board") of the Gardens at Heritage Green Condominium Association, Inc. (the "Association").

The Fifth Amendment to the Master Deed is made as of the 31st day of October, 2014 by the Board of Directors (the "Board") of the Gardens at Heritage Green Condominium Association, Inc. (the "Association").

The Sixth Amendment to the Master Deed is made as of the 25th day of August, 2015 by the Board of Directors (the "Board") of the Gardens at Heritage Green Condominium Association, Inc. (the "Association").

**WITNESSETH:**

WHEREAS, the developer, A.L. James previously turned the homeowner's association over to the members on March 2, 2009 at which time a Board was elected; 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 (not the members) to amend the Bylaws as long as those amendments do not violate the Horizontal Property Regime Act, the Master Deed or the Act controls.

WHEREAS, the Board would like to amend Rule 14 of the Rules and Regulations attached to the bylaws and put in its place the following wording regarding fines: "Fines. All fines are set by the Board, are at the Board's discretion and are as follows for purposes of all of these rules:

- 1st offense - letter
- 2nd offense - \$50 fine
- 3rd offense - \$100 fine
- 4th offense - \$150 fine

Continued repeat of offense - the fine will be set at the discretion of the Board. All fines must be paid within 30 days of notification or the board, at its option, will place lien on owner's unit." The full set of rules is attached for this filing.

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 Bylaws..

IN WITNESS WHEREOF, the undersigned executed this Amendment to Master Deed as of the 25<sup>th</sup> day of August, 2015.

For and on behalf of the Board:

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

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, *Ursula W. Jenkins*, 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 25<sup>th</sup> day of August, 2015.

*Sharon Simmons*  
Notary Public

My Commission Expires:  
9-22-2018

(Notary Seal)



**The Gardens at Heritage Green Condominium Association, Inc.**  
**Rules and Regulations as of August 25, 2015**

**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: 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"> <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 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.</li> <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>
3.	<p><b><u>Awnings:</u></b></p>

	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.
4.	<b>Building Materials:</b> 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.
5.	<b>Camper, Traller, Boat, Truck, etc. Storage:</b> <b>Automobiles and Vehicles:</b>  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.)  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.)
6.	<b>Clothesline:</b> No clothing, linens or other articles shall be hung or otherwise left or place in or on the Common Areas.
7.	<b>Common Areas.</b> 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.
8.	<b>Complaints:</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.
9.	<b>Concrete.</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 "Change Request Form" to add on an extra pad or sidewalk to the Architectural Committee beforehand.
10.	<b>Delegation:</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.
11.	<b>Exterior Lighting:</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.
12.	<b>Exterior Paint:</b> 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.	<b>Fences:</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, gates are to be kept clean and in good repair and are the responsibility

	of the unit owner. Fences may not be attached to any unit (whether it be the owner's unit or neighbor's unit).
14.	<p><b>Fines.</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:</p> <p>1<sup>st</sup> offense - letter                  2nd offense - \$50 fine                  3rd offense - \$100 fine                  4<sup>th</sup> offense - \$150 fine</p> <p>Continued repeat of offense - the fine will be set at the discretion of the Board. All fines must be paid within 30 days of notification or the board, at its option, will place lien on owner's unit.</p>
15.	<b>Fireworks.</b> All fireworks in Hamilton County are illegal. This includes the cities of Chattanooga, East Ridge, Red Bank, Soddy Daisy and Signal Mountain.
16.	<p><b>Flagpoles:</b>                  Flagpoles shall be attached to the Unit, not the roof, and be no more than six (6) feet in length.</p>
17.	<p><b>Garage Doors:</b>                  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.</p>
18.	<b>Grills of Any Kind, Chiminias, etc.</b> Grills of any kind, chimineas cannot be placed under a covered porch/patio due to fire marshal regulations
19.	<p><b>Hot Tubs:</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>
20.	<p><b>Household Pets:</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. (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.</p> <p>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.</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. 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</p>

	<p>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><b>Improper Use of Common Areas:</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>
22.	<p><b>Landscaping Ornamentation:</b>                  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><b>Maintenance of Units:</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, 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><b>Noise:</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>
25.	<p><b>Offensive Activities:</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>
26.	<p><b>Outbuildings:</b>                  No tent, shack, barn, storage or other outbuilding, shall be kept or used upon any lot.</p>
27.	<p><b>Outdoor Equipment and Children's Playthings</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.                  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><b>Parking Spaces:</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.</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"> <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> </ol>

	<p>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.</p> <p>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.</p> <p>5. No commercial type decorations such as inflatable snow globes, Santa Clause, etc. or large colored solid type figures will be allowed.</p> <p>6. However, figures (such as reindeer, etc.) made of wire and outlined in white lights will be acceptable.</p> <p>7. Spotlights to accent decorations may be used provided they are white or clear (no colors).</p> <p>8. The HOA board will make provisions to decorate the light posts in the greenway areas, postal unit, front fence and entrance sign.</p> <p>9. No banners of any type may be displayed.</p>
37.	<p><b>Signs:</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>
38.	<p><b>Solar Panels:</b> Solar panels are not allowed due to roof breaches.</p>
39.	<p><b>Speed Limit:</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.</p>
40.	<p><b>Trash and/or Recyclable Pick Up:</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.</p>
41.	<p><b>Trampolines:</b> No trampolines shall be allowed.</p>
42.	<p><b>Tree House:</b> No tree houses shall be allowed.</p>
43.	<p><b>Vegetable Gardens:</b> Vegetable gardens must be confined to a fenced in courtyard area and must be maintained so as not to be unsightly.</p>
44.	<p><b>Window Air Conditioners:</b> No window air conditioners shall be allowed.</p>