

This document represents the Official Declaration of Covenants, Conditions, and Restrictions and Master Deed for Gardens, Inc. and Gardens RV Village Homeowners Association, Inc., containing all revisions to these documents, up to and including the Sixth Amendment.

**SIXTH RESTATED, AMENDED AND SUPPLEMENTAL
DECLARATION OF COVENANTS AND RESTRICTIONS AND MASTER DEED
FOR GARDENS, INC.**

(As Amended by Vote of Association Members in May 2011)

This Declaration made on the date hereinafter set forth by **GARDENS, INC.**, a Tennessee corporation, hereinafter referred to as "Declarant", and **GARDENS RV VILLAGE HOMEOWNERS ASSOCIATION, INC.**, a Tennessee nonprofit corporation, hereinafter referred to as "Association".

WITNESSETH:

Declarant is the owner of real property which is currently being developed. Said property is part of a real estate development located on Highway 70 in the First Civil District of Cumberland County, Tennessee known as "**The Gardens**", and any additional areas of development annexed in accordance with this Declaration.

SUBMISSION OF PROPERTY

Declarant desires and does hereby declare that all of the property above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. **Association** shall mean and refer to **GARDENS RV VILLAGE HOMEOWNERS ASSOCIATION, INC.**, a not for profit corporation organized and maintained under the laws of the State of Tennessee, its successors and assigns.

Section 2. **Owner** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. **Properties** shall mean and refer to the real property and such additions thereto as may hereafter be brought within the jurisdiction of the Association by Declarant.

Section 4. **Common Area** shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5. **Lot** shall mean and refer to any plot of land, improved or unimproved, shown upon any recorded subdivision map of the Properties with the exception of Common Area(s) or Limited Common Area(s). "Lots" shall include unimproved lots upon which a residential unit has not been constructed, and improved lots upon which a residential unit has been constructed.

Section 6. **Declarant** shall mean and refer to **Gardens, Inc.**, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. **Limited Common Area** shall mean and include those common areas which are reserved for the use of a certain Lot or Lots to the exclusion of other Lots.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting right and right to use of the recreational facilities by an Owner for any period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of Association to pledge or lease Association property. If not prohibited by the corporate charter of the Association, the Association shall have the right to sell, dispose of, pledge, mortgage, hypothecate, encumber, or lease Association real or personal property. Any action pursuant to this subparagraph shall be subject to the approval by written ballot of not less than sixty-six percent (66%) of the Owners.

Section 2. Declaration of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association members shall be all Owners and the Declarant, and shall be entitled to one vote for each single family dwelling Lot, improved or unimproved. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Section 3. The Association will be governed by the Bylaws attached hereto and any amendments hereafter made in accordance with the applicable provisions of said Bylaws.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area.

Section 3. Base Annual Assessment. Effective April 1, 2011, the base annual assessment for all Lots in the Gardens development, whether improved or unimproved, shall be \$386.00, with the exclusion of unimproved lots in Phase VI, and subsequent Phases, owned by the Declarant, which have been subjected to this Declaration, which lots will be assessed at fifteen percent (15%) of the Base Annual Assessment. All assessments are subject to annual increases as defined in Sections 3(a), 3(b), 3(c) and 4 below.

(a) The maximum annual assessment may be increased each year more than five percent (5%) above the maximum assessment for the previous year if approved by the affirmative vote of not less than sixty-six percent (66%) of the members returning ballots submitted to them on that issue.

(b) At a duly called meeting for the purpose, the maximum annual assessment may be increased each year more than five percent (5%) above the maximum assessment for the previous year by the approval of not less than sixty-six percent (66%) of the quorum of members stipulated in Section 5, below, who are voting in person or by proxy.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of five percent (5%) above the maximum assessment for the previous year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Subject only to the adjustment factors for annual maintenance assessments set out in Section 1 above, both annual and special assessments must be fixed at an uniform rate for all Lots and may be collected monthly, quarterly, semiannually or annually.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

(a) The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the sale of the lot. The annual assessment shall be adjusted according to the number of months remaining in the current annual assessment period.

(b) The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

(c) The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an authorized representative of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date it is issued.

(d) Lot assessments shall be adjusted from unimproved to improved upon the final building inspection certifying the residential dwelling is ready for occupancy or the commencement of use of the dwelling by the Owner for any purpose, whichever occurs first. Such assessment shall become effective on the first day of the month following such certification or use. The first annual assessment will be prorated based upon the number of months remaining in the current annual assessment period.

Section 8. Effect of nonpayment of assessments: Remedies of the Association. Any assessment

not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V **MAINTENANCE**

Section 1. Association Provided Maintenance. The Association shall provide maintenance as follows: (1) maintenance of all common areas and Association properties; (2) optional annual lawn care for improved lots as requested by their owners. This lawn care will include up to thirty-four (34) weekly cuttings during the growing season, with autumn leaf removal. Cost of this lawn care shall be added to the base annual assessment referenced in Section 3, Article IV above; (3) optional annual rough-cut maintenance for unimproved lots as requested by their owners. This care will include a minimum of twice-monthly cuttings during the growing season. Cost of this care shall be added to the base annual assessment referenced in Section 3, Article IV above; (4) exterior cleaning of all buildings and decks as requested by the owners; (5) eavestrough cleaning each Spring and/or Fall as requested by the owners. Property owners shall pay Association contractor directly for maintenance services provided under items (4) and (5).

Section 2. Association Remedial Maintenance. In the event that the need for corrective maintenance or repair of a Lot or the exterior of the residence thereon is caused through the inattention, or willful or negligent acts of its owner, or through the inattention, or willful or negligent acts of the family, guests, or invitees of the owner of the Lot needing such maintenance or repair, the Association may undertake such maintenance or repairs and the cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject. A thirty percent (30%) service fee will be added to any such assessment. Remedial maintenance will be done on Lots whose owners do not elect the lawn or lot care options (items 2 or 3 in Section 1, above, as applicable) and do not maintain their Lots during the growing season as therein scheduled, which is weekly cutting of lawns for improved lots and twice-a-month rough-cutting for unimproved lots.

Section 3. Declarant Owned Lots. No maintenance shall be required on lots owned by the Declarant and never conveyed to a third party. The Declarant will be responsible for maintaining lots never sold to third parties to the same standard as the Association maintains unimproved lots.

ARTICLE VI **LOT BUILDING RESTRICTIONS**

No buildings shall be placed on any lot, except single-family residential dwellings which may include an appropriate enclosure for recreational vehicles. Such dwellings shall be in compliance with the designated site plan for each lot, whether duplexes, tri-plexes or four-plexes. Zero lot lines shall be adhered to based upon such site plan for each lot. The first owner of a lot, whether duplex, tri-plex, or four-plex, to commence actual construction of a house, shall have the option of selecting approved exterior siding, masonry, and roofing which shall be used in the construction of remaining unit(s) established by such site plan. All plans and specifications for residential dwellings and RV enclosures shall be approved by Developer prior to commencement of construction, to insure the harmony of external appearances within the Gardens and the quality of exterior construction and exterior construction products.

No RVs may be parked outside the RV enclosure, either permanently or temporarily. However, this shall not prohibit the RV from being kept outside the RV enclosure for a period not to exceed five (5)

consecutive days for purposes of doing repair or remodeling work to the RV enclosure or other reasonable exigent circumstances.

Except for automobiles or pickup trucks regularly used by Owner for transportation, RVs or any other auxiliary transportation vehicles, whether land or marine, and however powered will be stored or parked in the enclosed garage and out of sight as viewed from the street.

ARTICLE VII **ARCHITECTURAL CONTROL**

From and after the completed construction of the residential dwelling approved by Developer, no building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII **PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under the rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision shall be by a majority of all the arbitrators.

ARTICLE IX **INSURANCE**

Section 1. Casualty Insurance on Insurable Common Area.

(a) The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds thereof shall be used by the Association for the repair or replacement of the property for which the insurance was carried. In addition, Association shall maintain liability insurance on all common areas and Association property. Premiums for all insurance carried by the Association are Common Expenses included in the Base Assessments paid to the Association.

(b) It shall be the responsibility of each property owner to maintain suitable Homeowners Insurance on their dwelling in the amount sufficient to replace the dwelling in case of loss, and to protect each owner against personal liability claims.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to Base Assessments made against such Lot Owner.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE X **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended if the Amendment submitted to the members by written ballot is approved by not less than sixty-six percent (66%) of the members. Upon approval by the membership of an Amendment, a notarized certificate containing the approved Amendment signed by the corporate president certifying the adoption of the Amendment shall be recorded in the Register's Office of Cumberland County, Tennessee.

Section 4. Annexation. Real property lying within or adjoining the Gardens development, whether currently owned or hereafter acquired by Declarant may be annexed by the Declarant as part of the Gardens Development without the consent of members within twenty (20) years of July 15, 1998.