

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

**SECOND RESTATED, AMENDED SUPPLEMENTAL
DECLARATION OF COVENANTS AND RESTRICTIONS AND MASTER DEED
FOR THE GARDENS, PHASE VI**

(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.

**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 14 lots numbered 1 through 14 and any and all common property depicted on the Plat of The Gardens, Phase VI, recorded at Plat Book 11, page 309, Register's Office, Cumberland County, Tennessee.

Section 4. **Common Area** shall mean all real property (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners depicted on the Phase VI Plat of The Gardens at Plat Book 11, page 309, Register's Office, Cumberland County, Tennessee.

Section 5. **Lot** shall mean and refer to any of the lots depicted on the Plat of Phase VI of The Gardens at Plat Book 11, page 309, Register's Office, Cumberland County, Tennessee.

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.

Section 8. **Bylaws** shall mean the Bylaws adopted by The Gardens RV Homeowners Association, Inc., as amended from time-to-time.

Section 9. **Designated RV Professional Realtor** shall mean a realtor who (i) develops his or her own prospects for RV home sales by exhibiting at least two FMCA rallies annually for the previous three (3) years; (ii) attends FMCA rallies that has educational classes two out of the last three years; (iii) holds a Tennessee

Real Estate Broker's License; and, (iv) advertises at least three times per year in any recognized national RV magazine.

Section 10. **Designated RV Professional Contractor** shall mean a person or entity who (i) holds a Tennessee General Contractor's License; (ii) has expertise in the construction of recreational vehicle homes; (iii) has engaged in recreational vehicle home construction for two of the last three years by building not less than one (1) unit per year for two years; and, (iv) has attended national educational seminars in recreational vehicle home construction.

Section 11. **Member** shall mean a person who owns at least an undivided one-half interest, in fee simple, in any lot or living unit in Phase VI of The Gardens. If the ownership of a lot or living unit is so divided that no person owns as much as an undivided one-half interest, then a majority of the co-owners may designate not more than two (2) of the co-owners to be Members. Every lot or living unit owned by an entity other than a natural person shall be entitled to two memberships designated by the entity. There shall be one (1) vote for each lot or living unit, which vote shall be exercised by an owner or co-owner of the lot designated by the co-owners.

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. Lot owners shall be entitled to two memberships in the Association per Lot. If a Lot is owned by more than two persons, the Owners shall designate the two persons entitled to membership. If the Lot is owned by a corporation, limited liability company, partnership, or other entity, other than a natural person, the entity shall designate the two persons entitled to membership. There shall be one (1) vote per Lot in the affairs of the Association.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** Except as modified by Section 10 hereafter, the Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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.

Section 10. Declarant Lots. Notwithstanding any provision of this Supplemental Declaration to the contrary, Declarant owned lots defined as lots never having been transferred from the Declarant to a third party owner, shall incur assessments at a rate of fifteen (15%) of the normal assessment for lots.

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 single family homes, 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 single family home, 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 Declarant 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

(a) Subject to the right of the Declarant to review, revise, alter, amend, or countermand any decision made by the Architectural Control Committee as to Phase VI properties, from and after the completed construction of the residential dwelling approved by Declarant, 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.

(b) In exercising its authority under this provision, the architectural control committee should be cognizant of the fact that each Phase of The Gardens may have its unique architectural style and that the materials, practices, themes, or motifs of each Phase may be different. The architectural control committee should, to the extent possible, insure that the architectural style, materials, practices, themes, or motifs of Phase VI and subsequent Phases are consistent within the particular Phase of The Gardens.

(c) The Architectural Control Committee may require such assurances from contractors as it deems appropriate to insure the contractor's adherence to the standards for architectural style, materials, practices, themes, and motifs established by the Architectural Control Committee for each Phase. Such assurances may include performance bonds, pledge agreements, or such other mechanisms as the Architectural Control Committee may deem appropriate and satisfactory. The Declarant shall determine the standards for architectural style, materials, practices, themes, and motifs established for each phase. The Architectural Control Committee or the Declarant shall specifically have standing to seek an injunction against any owner or contractor violating the standards established by the Architectural Control Committee.

(d) In regard to single-family homes, duplexes, tri-plexes, or four-plexes, the Architectural Control Committee shall insure the compatibility and matching of building materials in subsequent structures constructed to match the initial or previously built structure.

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 EASEMENTS

(a) The Declarant reserves for itself and the Association easements on every Lot in Phase VI described on Exhibit "A", improved or unimproved, for the following purposes:

(i) Installation, repair, and replacement of utilities, including by way of example, but not limitation, water, electricity, telephone, cable TV, and sewer.

(ii) Such easements as are necessary in the construction of the second unit of a duplex on a Lot in Phase VI, which easement shall specifically include the right to make such alterations in the party wall or roofing system of the existing duplex unit so as to accommodate the construction of the later constructed duplex unit. It is the intent of the Declarant herein to reserve such easement rights as are reasonably necessary for the Declarant, Association, or their designated representatives, to complete the construction of the second duplex unit divided by a party wall along the common lot line, and the Declarant, Association, and designated representatives, shall enjoy all easement rights reasonably necessary for that purpose.

(iii) A permanent easement for any overhangs, eaves, stone finishes, or other construction materials which may encroach over the common lot line from one lot to another. The Declarant also reserves for itself and the Association an easement to insure the compatibility of two units, to include but not be limited to, the compatibility of roof lines, eaves, overhangs, building materials, slopes, and drainage. The easement herein retained shall extend so as to allow possible alterations of a previously constructed structure. In no event shall the costs of any alteration of a previously constructed structure be borne by the owner of the structure which needs to be altered to accommodate the new construction.

(b) The Gardens is a recreational vehicle home community. The Declarant and the Association recognize the difficulty of parking large recreational vehicles in confined spaces. From time-to-time it becomes necessary for a property owner in parking his or her recreational vehicle to use the driveways and paved areas of other property owners' property. The Declarant, for itself, the Association, and all property owners in The Gardens, reserves an easement for the benefit of property owners' needing to park their recreational vehicle in their respective properties. The easements shall exist on the driveways and paved areas of each property

owner's property and shall exist only so long as necessary for other property owners to park their recreational vehicle.

ARTICLE X SIGNS

(a) No signs of any kind, and particularly, signs advertising the sale of property, vehicles, political signs, or business advertisements such as financing provided by a particular financial institution shall be permitted on the property, with the exception of a For Sale sign by the Declarant on original inventory defined as Lots never having been conveyed from the Declarant to a third party.

(b) The prohibition of signs shall include any literature racks or attendant devices aimed at attracting potential purchasers and shall also include signs located in the window of a home or other structure.

(c) Any violation of this Section shall allow the Declarant, or the Association, to remove and dispose of such offending signs.

(d) The Architectural Control Committee may adopt reasonable regulations allowing for placement of small tasteful signs indicating the appropriate 911 address of the property owner and/or the name of the property owner.

ARTICLE XI 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 XII USE RESTRICTIONS

(a) Lots in The Gardens shall be used for residential purposes only.

(b) No commercial activity shall be conducted in The Gardens, without the prior written consent of the Association.

(c) No garage sales, yard sales, or similar activities shall be allowed, without the prior written consent of the Association.

(d) No congregation of people at any one home which entails the parking of more than six (6) vehicles at or about that home, in addition to the vehicles regularly maintained by the homeowner, shall be allowed without the prior, written consent of the Association.

ARTICLE XIII ENFORCEMENT

(a) Each owner and each occupant of a Lot or Living Unit, and their respective families, guests, invitees, and licensees, shall comply strictly with this Supplemental Declaration, Rules, and Regulations adopted by the Declarant or Association, and any other relevant documents of the Declarant or Association. Owners shall be responsible for the conduct of their families, tenants, guests, invitees, and licensees and in the event of a violation of any of the foregoing by such persons, the Declarant or Association shall be entitled to pursue all enforcement remedies against the Owner or the violating family member, tenant, guest, invitee, or licensees, or both. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant or Association, or any aggrieved owner, jointly and severally, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof.

(b) All reasonable costs incurred by the Declarant or Association in enforcement of this Declaration, including without limitation, reasonable costs and attorney fees, shall be paid by the violating owner and shall be collectible by suit, judgment lien, and foreclosure as provided in Article IV herein.

(c) In the event of any failure to comply strictly with this Supplemental Declaration, in addition to the foregoing remedies, the Declarant or Association may levy reasonable monetary fines against the owner for such failure. The amount of such fines to be determined from time-to-time by the Declarant or Association, provided that each day or time a violation is continued or repeated after written notice is given to the owner to cease and desist it shall be considered a separate and additional violation. All monetary fines shall be collectible by suit, judgment lien, and foreclosure as provided in Article IV herein.

ARTICLE XIV GARDENS CLUB

The Declarant anticipates the creation of the Gardens Club, which will provide certain recreational amenities. If the Gardens Club is created by the Declarant, all of the initial purchasers of lots in Phase VI will be given a membership in the Gardens Club. The membership is not transferrable by the owner and does not run with the land or pass with the ownership of the owner's lot in Phase VI. A membership in the Gardens Club cannot be transferred without the written consent of the Declarant or Gardens Club. A fee will be established from time-to-time by the Declarant for membership in the Gardens Club and any owner of property in The Gardens otherwise in good standing with the Association may be entitled to membership by paying the fee and complying such other rules as may be established by the Declarant. The membership specifically expires upon the sale, death, or other alienation of title to the property by the member.

ARTICLE XV GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, including the right to seek an injunction against violations of the provisions of this Supplemental Declaration, 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. The Association, or any Owner, who successfully prosecutes an action to enforce provisions of this Declaration shall be entitled to recover, in addition to any damages the court may award, its costs of enforcement, including its reasonable attorney fees.

Section 2. Severability. Invalidation of anyone 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. Any Amendment which seeks to change a provision of this Phase VI Supplemental Declaration, which Amendment is peculiar to Phase VI or deals with Phase VI only, must be approved by not less than sixty-six percent (66%) of the Owners in the effected Phase(s), and if proposed within five (5) years from the date of the recording of this Supplemental Declaration, must also be approved by the Declarant.

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.

Section 5. Use of Designated RV Professional Realtor. Recognizing that the sale and marketing of homes and lots in the Gardens, Phase VI, is unique and distinctly different from the normal marketing of homes and lots of more traditional subdivisions, any owner of property in the Gardens, Phase VI shall be obligated to list and sell his or her property only through a Designated RV Professional Realtor as defined herein. Should a property owner list or attempt to list, or otherwise make arrangements for the sale of his property, through a person or entity who does not meet the definition of a Designated RV Professional Realtor, any owner of property in Phase VI, or the Declarant shall have the right to seek an injunction or damages in a court of law or equity on account of the violation of this section. With respect to any particular property owner, the obligation under this Section 5 shall expire in the event that: (1) the property owner has offered to list the property with a Designated RV Professional Realtor at a commercially reasonable market-based listing price and such Realtor has declined the listing; (2) the property owner has listed the property with a Designated RV Professional Realtor at a mutually agreeable listing price and such Realtor has not produced a bona fide offer acceptable to the property owner within 12 months of the date of such listing; or (3) the property owner wishes to list the property and there is no Designated RV Professional Realtor doing business in Crossville, Tennessee.

Section 6. Use of Designated RV Professional Contractor. Recognizing that quality construction of homes in the Gardens, Phase VI is important to the maintenance and enhancement of property values, all owners of property in Phase VI shall be obligated to use a Designated RV Professional Contractor as defined herein. Should a property owner use or attempt to use, or otherwise make arrangements for construction on his property through a person or entity who does not meet the definition of a Designated RV Professional Contractor, any owner of property in Phase VI, or the Declarant shall have the right to seek an injunction or damages in a court of law or equity on account of the violation of this section.

Section 7. Right of Arbitration. Should any property owner feel aggrieved by the provisions of Sections 5 and 6 herein, and particularly by the imposition of a real estate commission the property owner deems excessively high or cost of construction that the property owner deems excessively high, those issues shall be submitted to arbitration under the rules established by the American Arbitration Association. The property owner shall be entitled to relief only if the arbitrator finds that the commissions or cost of construction sought by the Designated RV Professional Realtor or Designated RV Professional Contractor are beyond the range of reasonableness historically established in The Gardens for similar services.