

**GREEN GABLES TOWNHOMES**

**A**

**PLANNED UNIT DEVELOPMENT**

State of Tennessee, County of SEVIER  
Received for record the 25 day of  
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Deputy Register SHARON

**PREPARED BY:**

**CHARLIE R. JOHNSON  
ATTORNEY AT LAW, P.C.  
150 Court Avenue  
Sevierville, TN 37862**

**MASTER.GGT (CONDODOC/MASTER) (Draft 6 -November 10, 2000, 11:01 AM**

**GREEN GABLES TOWNHOMES - A PLANNED UNIT DEVELOPMENT**  
**Table of Contents**

**1. ARTICLE I: DEFINITIONS.....1**

- Section 1. Association.
- Section 2. Owner.
- Section 3. Properties.
- Section 4. Common Area.
- Section 5. Lot.

**A LOT SHALL NOT INCLUDE THE COMMON AREAS AND SHALL NOT INCLUDE UNNUMBERED PLOTS ON THE MAP AND SHALL NOT INCLUDE AREAS RESERVED AS OPEN AREA AND FOR FUTURE DEVELOPMENT.**

- Section 6. Declarant.
- Section 7. Member.
- Section 8. Bylaws.
- Section 9. Articles of Incorporation.

**2. ARTICLE II: PROPERTY RIGHTS.....2**

- Section 1. Owners' Easements of Enjoyment.
- Section 2. Delegation of Use.

**3. ARTICLE III: MEMBERSHIP AND VOTING RIGHTS.....3**

- Section 1. Must own a lot to be a member.
- Section 2. Voting Members.
- Section 3. One vote per lot.
- Section 4. Declarant entitled to one vote per lot.

**4. ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENTS.....3**

- Section 1. Creation of the Lien and Personal Obligation of Assessments.

**ANY ASSESSMENTS NOT PAID WHEN DUE SHALL BE SUBJECT TO A LATE FEE, INTEREST ON THE UNPAID AMOUNTS, ATTORNEY FEES AND OTHER COSTS OF COLLECTION. DECLARANT IS NOT RESPONSIBLE FOR ASSESSMENTS ON UNSOLD AND UNIMPROVED LOTS.**

- Section 2. Purpose of Assessments.
- Section 3. Maximum Annual Assessment.
- Section 4. Special Assessments for Capital improvements.
- Section 5. Notice and Quorum for any Action authorized under Sections 3 and 4.
- Section 6. Uniform Rate of Assessment.
- Section 7. Date of Commencement of Annual Assessments.
- Section 8. Effect of Nonpayment of Assessments.
- Section 9. Subordination of the Lien of Mortgages.
- Section 10. Exempt Property.

**5. ARTICLE V: ARCHITECTURAL CONTROL BY ARCHITECTURAL REVIEW COMMITTEE.....5**

**6. ARTICLE VI: EXTERIOR MAINTENANCE.....5**

**7. ARTICLE VII: RESTRICTIONS ON USAGE.....6**

- Section 1. Land use and building types.

- Section 2. Nuisance.
- Section 3. Animals.
- Section 4. Outside Antennas.
- Section 5. Temporary Structures.
- Section 6. Signs.
- Section 7. Garbage and Refuse Disposal.
- Section 8. Lawful Use.
- Section 9. Commercial Business.
- Section 10. Alterations.
- Section 11. Rules for Common Area.
- Section 12. Sports Apparatus and Equipment.
- Section 13. Vehicles and Parking.
- Section 14. Recreation Vehicles.
- Section 15. Commercial Vehicles.
- Section 16. Miscellaneous.

8. ARTICLE VIII: EASEMENTS.....7  
 (Utilities and other public authorities, etc.)

9. ARTICLE IX: GENERAL PROVISIONS.....8

- Section 1. Enforcement.
- Section 2. Severability.
- Section 3. Amendment.
- Section 4. Annexation.
- Section 5. Encroachments.

EXHIBIT A - PROPERTY SUBJECT TO THIS DECLARATION AND AS ADDED FROM TIME TO TIME

EXHIBIT B - COMMON AREA

EXHIBIT C - BY-LAWS OF ASSOCIATION

EXHIBIT D - ARTICLES OF INCORPORATION OF ASSOCIATION

EXHIBIT E - RESTRICTIONS ON USAGE AND BUILDING RESTRICTIONS

10.1



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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**GREEN GABLES TOWNHOMES  
A PLANNED UNIT DEVELOPMENT**

**THIS DECLARATION**, made on the date hereinafter set forth by **GREEN GABLES PARTNERSHIP** with principal offices 200, Kelso Way, #124, Knoxville, TN 37923, with a mailing address of PO Box 6746, Sevierville, TN 37864-6746, hereinafter referred to as "**Declarant.**"

**W I T N E S S E T H:**

**WHEREAS**, Declarant is the owner of certain property in County of Sevier, State of Tennessee, which is more particularly described as:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY SPECIFIC REFERENCE**

**NOW THEREFORE**, Declarant hereby declares that all of the properties described 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 The Green Gables Owner's Association, Incorporated, 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 that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4. "Common Area"** shall mean all of the playgrounds, roofs, landscaping, easements, dumpster area, entrance sign and entrance sign lights and street lights located on the real property and any other property designated upon any recorded map of the properties as "common area" (including the improvements thereto) owned by the Association at the time of the conveyance of the first lot and described as follows:

**SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY SPECIFIC REFERENCE.**

**Section 5. "Lot"** shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas and with the exception of any areas designated or dedicated for a public street.

**Section 6. "Declarant"** shall mean and refer to Green Gables Partnership, its heirs, successors and assigns. Declarant and developer are synonymous for the purposes of this declaration.

**Section 7. "Member"** shall mean and refer to those persons entitled to membership as provided in this Declaration.

**Section 8. "Bylaws"** shall mean the Bylaws of The Green Gables Owners Association, Inc., attached hereto as Exhibit "C".

**Section 9. Articles of Incorporation** shall mean the Articles of Incorporation of The Green Gables Owners Association attached hereto as Exhibit "D".

## 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 fees for the use and maintenance of any common area.

(b) The right of the Association to suspend the voting rights and use of common areas by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of the published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by an authorized officer of the Association agreeing to such dedication or transfer has been recorded. However, no consent shall be required for dedication of utility and service easements so long as the Declarant owns any undeveloped lots. The Declarant does reserve the right of use of the common area roads for access to adjacent phases or future development of property owned by the Declarant. **THE ASSOCIATION SHALL NOT HAVE THE RIGHT TO ALLOW ADJACENT PROPERTY OWNERS TO CONNECT TO ANY UTILITIES IN GREEN GABLES TOWNHOMES WITHOUT THE EXPRESS CONSENT OF THE DEVELOPER AND WITHOUT PAYMENT OF COMPENSATION TO THE DEVELOPER FOR COSTS OF UTILITIES; LOT OWNERS CANNOT GIVE EASEMENTS OR RIGHT OF WAYS THROUGH A LOT TO AN ADJOINING PROPERTY OR LOTS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE DECLARANT;**

(d) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the common area;

**Section 2. Delegation of Use.** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his immediate 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 shall have voting members.

**Section 3.** Each member shall be entitled to one (1) vote for each lot owned in all phases of the development. 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 among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

**Section 4.** In the event the Declarant, its successors and assigns, owns or retains a lot, the Declarant shall be entitled to one vote for each such lot or dwelling unit located thereon.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each platted and improved 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 agrees 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 pass to his successors in title. PROVIDED, IF A LOT IS SHOWN ON A RECORDED PLAT AND IS NOT IMPROVED WITH A DWELLING UNIT THEREON, THE DECLARANT IS NOT OBLIGATED TO PAY THE ASSESSMENTS.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties, landscaping and for the improvement and maintenance of the Common Areas, including, but not limited to costs of repairs, maintenance, replacements, additions, management, taxes assessed against the common areas, street lighting and insurance maintained in accordance with the By-Laws and employment of attorneys to represent the Association when necessary or when the need arises.

**Section 3. Maximum Annual or Monthly Assessment.** Until January 1, 2003, there shall be no assessment charged by the homeowner's association. ALL MAINTENANCE ON COMMON AREAS UNTIL THAT TIME SHALL BE THE RESPONSIBILITY OF THE DECLARANT.

Until January 1, 2002, the maximum monthly assessment for a lot shall be TWENTY-FIVE (\$25.00) DOLLARS for maintenance of the common areas including landscaping and mowing and TEN (\$10.00) DOLLARS per month per lot for a roof replacement reserve. Until January 1, 2005, the maximum monthly assessment for an improved lot shall be THIRTY-FIVE (\$35.00) DOLLARS per lot. The Declarant has set the assessments until January 1, 2005. Thereafter, it shall be set as follows:

(a) From and after January 1, 2005, the maximum annual assessment may be increased each year, without a vote of the Members, if such increase is not in excess of the increase

in the consumer price index as established by the Department of Labor and published the July preceding the increase.

(b) From and after January 1, 2005, the maximum assessment may be increased each year above that established by the consumer price index by a majority vote of the members who are voting in person or by proxy, at a meeting duly called for this purpose as provided in Section 5 herein.

(c) The Board of Directors may fix the annual assessment at an amount not in the excess of the maximum subject to the provisions of Section 6 and 7 herein.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of a natural disaster, 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 (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected monthly or in a lump sum.

**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 authorized action under Section 3 and 4 shall be sent to all members not less than 15 days nor more than 40 days in advance of the meeting. The annual maximum assessment may not be increased without the assent of at least two-thirds of the members at a meeting called for that purpose with at least sixty (60%) percent of the lot owners or their proxies present after adequate notice. If sixty (60%) percent do not attend, a second meeting may be called with the same notice and the quorum may be reduced to thirty (30%) percent.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at the uniform rate for all lots with a family dwelling and may be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments.** Due Dates. The annual assessments provided for herein shall commence January 1, 2002. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The assessments shall be payable monthly. 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. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer 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 of its issuance.

**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 twelve (12%) percent 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. Attorney fees, court costs, cost of mailing, advertising and any other expenses incurred to collect the assessment shall be added to the assessment and become a lien on the property and a personal liability of the owner. 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. Exempt Property.** All property dedicated to, and accepted by a local public authority shall be exempt from assessments herein. However, in any event, except for property owned by a local public authority, no property that is improved with a dwelling thereon shall be exempt from said assessments.

## ARTICLE V

### ARCHITECTURAL CONTROL

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, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural review committee composed of three (3) or more representatives appointed by the Declarant or appointed by the Board. Provided that nothing herein contained shall be construed to permit interference with development of the properties by Declarant. In the event said committee fails to approve or disapprove such design and location within sixty (60) 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.

The architectural review committee shall establish a set of architectural standards that will include but not be limited to certain color, shape, height, and location requirements; roof materials; exterior materials, exterior colors and materials; drainage, landscaping, driveway materials, building standards and specifications. Initial restrictions on the use of the lots are attached hereto as exhibit "E" and shall run with the land.

## ARTICLE VI

### EXTERIOR MAINTENANCE

In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows:

**(a) Dwellings:** The Association may (but not required) maintain the shrubbery and landscaping approved by the Architectural Review Board. This does not include removal or replacement of dead trees. The Owner's Association shall not be required to provide exterior maintenance to dwelling improvements upon the lots. Provided however if the Board of Directors of the Owner's Association should deem it necessary to provide maintenance on the dwelling in order to maintain the integrity of the scenic beauty of the development as well as to preserve the property values of adjoining owners and protect the welfare and safety of the owners using the common areas, such maintenance may be performed by the Owner's Association and charged as a special assessment against the particular lot.

**(b) Unimproved Lots:** The Owner's Association shall have no responsibility for maintenance of unimproved lots. Provided however in the event that the Board of Directors of the Owner's Association deems it necessary to protect the scenic beauty of the property and preserve property values as well as provide for the safety and welfare of the owners and their guests, the Owner's Association may provide such maintenance and charge it as a special assessment against the lot.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owners, or through the willful or



negligent acts of the family, guests, or invitees of the owner of the lot needing such maintenance or repair, the costs of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

## ARTICLE VII

### RESTRICTIONS ON USAGE

**Section 1. Land use and building types.** No lot shall be used except for residential purposes and a residential model as approved by the Declarant on the property.

**Section 2. Nuisance.** No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.

**Section 3. Animals.** No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling.

**Section 4. Outside Antennas.** No outside radio, television antennas or satellite dishes shall be erected on any Lot or dwelling unit within the Properties unless and until permission for the same has been granted by the architectural review committee. The Architectural Review Committee shall not approve a satellite dish greater in diameter than twenty-four (24) inches.

**Section 5. Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time, except a temporary construction trailer which shall be removed immediately upon completion of construction.

**Section 6. Signs.** No sign of any kind shall be displayed to the public view on any Lot except a sign approved by the Architectural Review Committee to identify the lot and the owner of the property. The Declarant reserves the right to display an informational sale sign on the property until all units are sold.

All unapproved signs shall be removed by the Declarant or the Association!

**Section 7. Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and shall not be kept except in sanitary containers, of a type approved by the Architectural Review Committee or by the local authorities in charge of garbage collections. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be placed in a location that cannot be seen from the street in front of the dwelling. Incinerators and open burning is absolutely prohibited on the premises. A common dumpster type of garbage container may be located on the common area and the cost of maintaining the container and weekly removal shall be a common expense and paid by the homeowners association.

**Section 8. Lawful Use.** No immoral, improper, offensive, or unlawful use shall be made of the Common Area or Lots, nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**Section 9. Commercial Business.** No commercial business may be maintained on the Common Area or in the Living Units located on the lots. This shall not exclude the use of a lot for a showcase model by the Declarant.

**Section 10. Alterations.** Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Architectural Review committee.

**Section 11. Rules for Common Area.** The Association is authorized to adopt rules for the use of the Common Areas and such rules shall be furnished in writing to the Owners.

The voting rights and right to use of the common areas by an owner may be suspended for a period of up to 60 days for violation of such rules.

**Section 12. Sports Apparatus and Equipment.** No basketball standards or fixed sports apparatus shall be attached to any Living Unit or garage or be erected on the Lot.

**Section 13. Vehicles and Parking.** No vehicles of any type shall be permanently or semi-permanently parked on the Properties or in the vicinity of any Living Unit or in the Common Area for the purpose of accomplishing repairs thereto, or the reconstruction thereof. This restriction shall also apply to all vehicles not in operating condition. Parking on lots improved with single family dwellings shall be provided by the owner on the lot itself and not in the common area.

**Section 14. Recreation Vehicles.** There shall be no prolonged parking of recreational vehicles, including, but not limited to, camping trailers, boats, motor homes, and the like except in areas specifically designated for this purpose by the Association. Prolonged parking shall be deemed for periods of forty-eight (48) hours or longer. Declarant shall have the right to establish and designate parking areas for recreational vehicles in the common areas.

**Section 15. Commercial Vehicles.** The Association shall have the power to adopt Rules and Regulations concerning the parking of all commercial vehicles on the Properties, Common Area, or individual Lots.

**Section 16. Miscellaneous.** All mail boxes, yard decorations and identification signs shall be approved by the architectural review committee. Open clothes lines are prohibited on the premises.

## **ARTICLE VIII EASEMENTS**

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct, alter, or retard the flow of water through drainage channels in the easements. A SPECIFIC EASEMENT IS RETAINED ON ALL PROPERTIES FOR THE LOCAL LAW ENFORCEMENT AUTHORITIES TO COME ON THE PROPERTY IN THE PERFORMANCE OF THEIR DUTIES, FOR THE LOCAL FIRE DEPARTMENTS TO COME ON THE PROPERTY IN THE PERFORMANCE OF THEIR DUTIES, FOR THE UNITED STATES POSTAL SERVICE TO TRAVEL THE ROADS IN THE DEVELOPMENT FOR THE DELIVERY OF MAIL, FOR THE UNITED PARCEL SERVICE AND FEDERAL EXPRESS OR SIMILAR EXPRESS MAIL DELIVERY SERVICES IN THE PERFORMANCE OF THEIR BUSINESS OF DELIVERY TO INDIVIDUAL IMPROVED LOTS. THERE IS SPECIFICALLY RESERVED AN EASEMENT FOR THE LOCAL WATER AND SEWER AUTHORITIES, TELEPHONE COMPANY, NATURAL GAS UTILITY COMPANY, CABLE TELEVISION OR FIBEROPTICS PROVIDER AND ELECTRIC SYSTEM FOR THE INSTALLATION AND MAINTENANCE OF WATER, SEWER, TELEPHONE, GAS, ELECTRICAL, CABLE AND FIBEROPTIC LINES. THERE IS SPECIFICALLY RESERVED AN EASEMENT FOR THE LOCAL PUBLIC WORKS AUTHORITY FOR PICKING UP GARBAGE AND DEBRIS AND MAINTENANCE OF UTILITIES TO COME ON THE PROPERTY IN THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

**ARTICLE IX  
GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, the Declarant, 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 way 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 during the first twenty (20) year period by an instrument signed by not less than sixty-six and two-thirds percent (66-2/3%) of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendment shall be recorded in the Office of the Register of Deeds before it is effective as to third parties.

**Section 4. Annexation.**

A) Additional residential and/or commercial property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

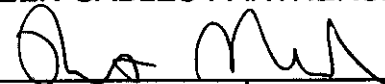
B) Any amendment of Exhibit "A" to this Declaration to add additional properties shall also constitute an amendment to Exhibit "A" of the By-Laws and Exhibit "A" of the Articles of Incorporation.

**Section 5. Encroachments and Adjustments.** The Declarant shall have the right to adjust the location of easements and/or setback requirements as necessary for the construction of improvements and to preserve the scenic beauty of the premises.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein, has hereunto set its hand this the 21 day of February, 2002.

DECLARANT

GREEN GABLES PARTNERSHIP

BY:   
ITS: managing partner

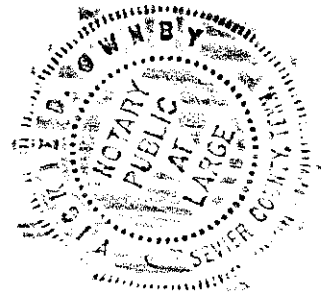
STATE OF TENNESSEE

COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, Peter Medlyn, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Managing Partner of the maker, **GREEN GABLES PARTNERSHIP** or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute the instrument on behalf of the maker.

WITNESS my hand, at office, this 21<sup>st</sup> day of February 2002.

Vickie D. Dunby  
NOTARY PUBLIC  
My Commission Expires: 06-22-04



**EXHIBIT A TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
GREEN GABLES TOWNHOMES, A PLANNED UNIT DEVELOPMENT**

**SITUATE** in the Fifth (5th) Civil District of Sevier County, Tennessee, and being **all of PHASE ONE OF GREEN GABLES TOWNHOMES- PLANNED UNIT DEVELOPMENT** on Allensville Road, near Sevierville, Tennessee, and being **all of LOTS 18, 19 20, 21, 22, 23, 24, 25, 26, 27, 36 and 37 of the MOUNT CONLEY DELIGHT SUBDIVISION** as the same appears on a plat of record in Map Book 16, Page 55 in the Register's Office for Sevier County, Tennessee, to which reference is here made for description of the premises herein conveyed.

**BK 1397 PG 204**

**EXHIBIT B TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
GREEN GABLES TOWNHOMES, A PLANNED UNIT DEVELOPMENT  
"COMMON AREAS"**

**SITUATE** in the Fifth (5th) Civil District of Sevier County, Tennessee and being the roads, right-of-ways and easements, street lighting and all areas designated as "Common Areas" on the plat of "Green Gables Townhomes" of record in Map Book 16, Page 55 in the Register's Office for Sevier County, Tennessee.

**EXHIBIT C TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
GREEN GABLES TOWNHOMES, A PLANNED UNIT DEVELOPMENT**

**BY-LAWS OF**

**GREEN GABLES OWNER'S ASSOCIATION, INCORPORATED**

**NAME AND LOCATION.** The name of the corporation is **THE GREEN GABLES OWNER'S ASSOCIATION, INCORPORATED**, hereinafter referred to as the "**Association**". The principal office of the corporation shall be located at Allensville Road, Sevierville, Tennessee 37862, but meetings of members and directors may be held at such places within the State of Tennessee, County of Sevier, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

**Section 1. "Association"** shall mean and refer to The Green Gables Owner's Association, Incorporated, its successors and assigns.

**Section 2. "Properties"** shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3. "Common Area"** shall mean all of the roads, easements, street lights located on the real property and any other property designated upon any recorded subdivision map of the properties as "common area" (including the improvements thereto) owned by the Association at the time of the conveyance of the first lot.

**Section 4. "Lot"** shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas and with the exception of any areas designated or dedicated for a public street, road or easement and any areas reserved for future development and not numbered.

**Section 5. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the 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 any obligation.

**Section 6. "Declarant"** shall mean and refer to the Declarant identified in the Declaration, his heirs, successors and assigns. Declarant and developer are synonymous for the purposes of this declaration.

**Section 7. "Declaration"** shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Sevier County, Tennessee.

**Section 8. "Member"** shall mean and refer to those persons entitled to membership as provided in the Declaration.

## ARTICLE III

### MEETING OF MEMBERS

**Section 1. Annual Meetings.** The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on approximately the same day of the same month of each year thereafter, at a date and at the hour of day set by the Board of Directors.

**Section 2. Special Meeting.** Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

**Section 3. Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days but not more than 40 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. The addresses recorded with the office of the Tax Assessor of Sevier County, Tennessee as the lot owner shall be deemed sufficient for notice purposes.

**Section 4. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4th) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

## ARTICLE IV

### BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

**Section 1. Number.** The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

**Section 2. Term of Office.** At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

**Section 3. Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the



written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members. The Declarant shall be the nominating committee until January 1, 2002, or as long as Declarant owns 51% of the lots in the Planned Unit Development.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

**Section 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**Section 1. Powers.** The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the common areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration; such powers shall include the authority to contract on behalf of the Association.

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same; and

(4) add a late penalty charge to any payments not received with thirty (30) days from the date there due and payable, said amount to be determined by the Board of Directors and to add court costs and legal fees for collection to any assessment requiring legal action.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained.

(h) Cause the dwellings to be maintained as provided in the declaration.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.** The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

**PRESIDENT**

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, deeds of trust and loan agreements.

**VICE-PRESIDENT**

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**SECRETARY**

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

**TREASURER**

(d) The treasurer shall receive and deposit in appropriate bank account all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; keep proper books of account; cause

an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## **ARTICLE IX**

### **COMMITTEES**

The Association shall appoint Committees, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. The Architectural Review Committee shall be composed of PETER MEDLYN, SCOTT BORUFF and DAN MITCHELL. They shall serve as such Committee until all lots in the properties have been improved with a dwelling. Thereafter the Board of Directors shall appoint the Architectural Review Committee.

## **ARTICLE X**

### **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE XI**

### **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee, to be determined by the Board of Directors, shall be charged and the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, late fees, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. 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.

## **ARTICLE XII**

### **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words:

**"THE GREEN GABLES OWNER'S ASSOCIATION, INCORPORATED."**

## **ARTICLE XIII**

### **AMENDMENTS**

**Section 1.** These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

**Section 2.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### ARTICLE XIV

#### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**IN WITNESS WHEREOF**, we, being all of the directors of The Green Gables Owner's Association, Incorporated have hereunto set our hands this 21st day of February, 2002.

DECLARANT

GREEN GABLES PARTNERSHIP

BY: [Signature]  
ITS: managing partner

#### CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of The Green Gables Owner's Association, Incorporated a Tennessee Corporation, and,

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 21st day of February, 2002.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed the seal of said Association this 21st day of February, 2002.

Secretary:

[Signature]

**EXHIBIT D TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
GREEN GABLES TOWNHOMES, A PLANNED UNIT DEVELOPMENT**

**ARTICLES OF INCORPORATION  
OF  
THE GREEN GABLES OWNER'S ASSOCIATION, INCORPORATED**

In compliance with the requirements of Tenn. Code Ann. Sect. 48-1-101 et seq., entitled General Corporation Act, the undersigned, all of whom are residents of Sevier County, Tennessee and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

**ARTICLE I**

The name of the corporation is **THE GREEN GABLES OWNER'S ASSOCIATION, INCORPORATED**, hereafter called the "**Association**".

**ARTICLE II**

The principal office of the Association is located at Allensville Road, Sevierville, Sevier County, Tennessee 37862.

**ARTICLE III**

**PETER MEDLYN**, whose mailing address is P.O. Box 6746, Sevierville, Sevier County, Tennessee 37864-6746 is hereby appointed the initial registered agent of this Association.

**ARTICLE IV**

**PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and control of the improvement of lots and Common Area within that certain tract of property described as:

**SITUATE** in the Fifth (5th) Civil District of Sevier County, Tennessee and being more particularly described on the attached Exhibit "A".

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "**Declaration**", applicable to the property and recorded or to be recorded in the Office of the Register of Deeds for Sevier County, Tennessee and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise,) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of the of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by fifty-one (51%) percent of the voting members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger, shall have the assent of two-thirds (2/3) of the members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Tennessee by law may now or hereafter have or exercise.

## **ARTICLE V**

### **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

## **ARTICLE VI**

### **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 shall have voting members.

**Section 3.** Each member shall be entitled to one (1) vote for each lot owned in all phases of the development. 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 among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

**Section 4.** In the event the Declarant, its successors and assigns, has a lot leased or rented, the Declarant shall be entitled to one vote for each such lot or dwelling unit and one vote for each lot retained by the Declarant or for each lot developed in future phases of the development.

**ARTICLE VII**

**BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Peter Medlyn - P.O. Box 6746, Sevierville, TN 37864-6746

Dan Mitchell - P. O. Box 6746, Sevierville, TN 37864

Scott Boruff - P.O. Box 6746, Sevierville, TN 37864

At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

**ARTICLE VIII**

**DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE IX**

**DURATION AND MUTUAL BENEFIT**

The corporation shall exist perpetually and shall exist for the mutual benefit of its members.

**ARTICLE X**

**AMENDMENTS**

Amendment of these Articles shall require the assent of 67 percent (67%) of the entire membership.

**IN WITNESS WHEREOF**, for the purpose of forming this corporation under the laws of the State of Tennessee, I, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 21st day of February, 2002.

  
\_\_\_\_\_  
PETER MEDLYN, INCORPORATOR



**EXHIBIT A TO THE**  
**ARTICLES OF INCORPORATION OF**  
**THE GREEN GABLES OWNER'S ASSOCIATION, INCORPORATED**

**SITUATE** in the Fifth (5th) Civil District of Sevier County, Tennessee, and being **all of PHASE ONE OF GREEN GABLES TOWNHOMES- PLANNED UNIT DEVELOPMENT** on Allensville Road, near Sevierville, Tennessee, and being **all of LOTS 18, 19 20, 21, 22, 23, 24, 25, 26, 27, 36 and 37** of the **MOUNT CONLEY DELIGHT SUBDIVISION** as the same appears on a plat of record in Map Book 16, Page 55 in the Register's Office for Sevier County, Tennessee, to which reference is here made for description of the premises herein conveyed.

**BK 1397 PG 216**

**EXHIBIT E TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
GREEN GABLES TOWNHOMES, A PLANNED UNIT DEVELOPMENT**

**RESTRICTIONS ON USAGE AND BUILDING RESTRICTIONS**

**Section 1. Code Requirements.** All building plans, material and specifications must conform to "Southern Building Code" and Architectural Review Committee.

**Section 2. General Contractors.** All General Contractors building in Green Gables Townhomes must be approved by the Architectural Review Committee.

**Section 3. Landscaping.** All landscaping designs, materials, and installation must be approved by Architectural Review Committee prior to construction.

**Section 4. House Location.** House location on lot, site excavation, utilities, driveway/parking areas, and foundation conformation on all lots shall be determined by the Developer. Developer reserves this right to insure that house location conforms to original lot design layout regarding privacy to neighboring homes, preservation of trees, greenways, and access.

**Section 5. Crawl Space Access.** Adequate access to crawl space must be provided and approved by Architectural Review Committee prior to construction.

**Section 6. Lawful Use.** No immoral, improper, offensive, or unlawful use shall be made of the Common Area or Lots and Living Units, nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**Section 7. Commercial Business.** No commercial business may be maintained on the Common Area or in the Living Units. This shall not exclude the use of a lot for a showcase model by the Declarant or overnight rentals.

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**GREEN GABLES TOWN HOMES  
A PLANNED UNIT DEVELOPMENT**

State of Tennessee, County of SEVIER  
Received for record the 14 day of  
MAY 2002 at 11:40 AM. (REC# 24842)  
Recorded in official records  
Book 1447 pages 357- 359  
Notebook 58 Page 500  
State Tax \$ .00 Clerks Fee \$ .00  
Recording \$ 17.00, Total \$ 17.00,  
Register of Deeds SHERRY ROBERTSON  
Deputy Register MONTIE

~~State of Tennessee, County of SEVIER  
Received for record the 11 day of  
APRIL 2002 at 10:26 AM. (REC# 20372)  
Recorded in official records  
Book 1429 pages 310- 312  
Notebook 58 Page 409  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 17.00, Total \$ 17.00,  
Register of Deeds SHERRY ROBERTSON  
Deputy Register SHARON~~

**PREPARED BY:**

**CHARLIE R. JOHNSON  
ATTORNEY AT LAW, P.C.  
150 Court Avenue  
Sevierville, TN 37862**

**BK 1447 PG 357**

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~~BK 1429 PG 310~~

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
GREEN GABLES TOWN HOMES  
A PLANNED UNIT DEVELOPMENT**

**IN ACCORDANCE WITH** Article IX, Section 3 of the Declarations of Covenants, Conditions and Restrictions of Green Gables Town Homes which is entitled "Amendment", Green Gables Partnership does hereby state as follows:

**(A) GREEN GABLES PARTNERSHIP** is the owner of all property shown on the map of record in Large Map Book 4, Page 29 in the Register's Office for Sevier County, Tennessee entitled "Green Gables Town Homes". No lot or unit shown on said map has been sold by the Partnership.

**THE DECLARATIONS OF COVENANTS**, Conditions and Restrictions of Green Gables Town Homes are of record in Book 1397, Page 192 in the Register's Office for Sevier County, Tennessee.

**WHEREAS**, the map of record did not match the definitions of "Exhibit A", "Exhibit B", Lot or common areas; and,

**WHEREAS**, the Declarant, Green Gables Partnership hereby desires to amend the Declaration of Covenants, Conditions and Restrictions of Green Gables Town Homes as set out in Book 1397, Page 192 in the Register's Office for Sevier County, Tennessee to correct the descriptions.

**NOW THEREFORE**, Green Gables Partnership does hereby amend the Declaration of Covenants, Conditions and Restrictions of Green Gables Town Homes, a Planned Unit Development, as follows:

**1. EXHIBIT A** to the Declaration of Covenants, Conditions and Restrictions of Green Gables Town Homes, a Planned Unit Development is revised as follows:

**SITUATE** in the Fifth (5<sup>th</sup>) Civil District of Sevier County, Tennessee and being all of **Phase 1 of Green Gables Town Homes – Planned Unit Development** on Allensville Road, near Sevierville, Tennessee, said Phase 1 being a part of Lot 19, 20 and 21 of Mount Conley Delight Subdivision as the same appears on a plat of record in Map Book 16, Page 55 in the Register's Office for Sevier County, Tennessee, to which plat reference is here made and to the plat entitled "Final Survey Units 5 through 10 of Green Gables Town Homes", prepared by Alcorn Enterprises, LLC, Al Crumley, Land Surveyor, RLS #1496, 1373 Pullen Road, Sevierville, TN 37862, dated March 22, 2002 and recorded in Large Map Book LM 4, Page 33 in the Register's Office for Sevier County, Tennessee.

**2. EXHIBIT B** to the Declaration of Covenants, Conditions and Restrictions of Green Gables Town Homes, a Planned Unit Development "Common Areas" as the same appears in Book 1397, Page 205 in the Register's Office for Sevier County, Tennessee is amended as follows:

**SITUATE** in the Fifth (5<sup>th</sup>) Civil District of Sevier County, Tennessee and being the asphalt drive and parking and ingress and egress easement, concrete walkways, parking areas and driveways, all shown on the plat of "Green Gables Town Homes" that are a part of Lots 19, 20 and 21 of Mount Conley Delight Subdivision, and as shown on the plat entitled "Final Survey Units 5 through 10 of the Green Gables Town Homes", prepared by Alcorn Enterprises, LLC, Al Crumley, Land Surveyor, RLS #1496, 1373 Pullen Road, Sevierville, TN 37862, dated March 22, 2002 and recorded in Large Map Book LM 4, Page 33 in the Register's Office for Sevier County, Tennessee.

**3. ARTICLE I, SECTION 4. "Common Area"** is defined to mean all playgrounds constructed in the future, roofs, landscaping, easements for asphalt drive and parking and for ingress and egress, concrete walkways, privacy fences, dumpster area designated in the future, entrance sign and entrance sign lights, street lights located on

\*\*Revised 4/11/02 and signed  
4/12/02 by Alcorn Enterprises, LLC 2

~~BK 1429 PG 311~~

BK 1447  
PG 358

the property and any other property designated upon any recorded map or map to be recorded of the properties as "common areas" (including the improvements thereto) owned by the association at the time of the conveyance of the first lot or unit and described in Exhibit "B".

4. **ARTICLE I, SECTION 5.** "Lot" is amended to mean and refer to any numbered plot of land shown upon any recorded subdivision map of the properties with the exception of the common areas and with the exception of any areas designated or dedicated for a public street or parking. Said lot may be designated by lot number or by "Unit Number" and shall include the concrete slab to the rear of a unit or residence on the property, and include the front porch and the concrete walkway which is a common area.

**GREEN GABLES PARTNERSHIP** directs the Register of Deeds for Sevier County to note this amendment on the Declaration of Covenants, Conditions and Restrictions of Green Gables Town Homes of record in Book 1397, Page 192 in the Register's Office for Sevier County, Tennessee.

EXECUTED this the 4th day of April, 2002.

**GREEN GABLES PARTNERSHIP**

BY: [Signature]  
ITS: **MANAGING PARTNER**

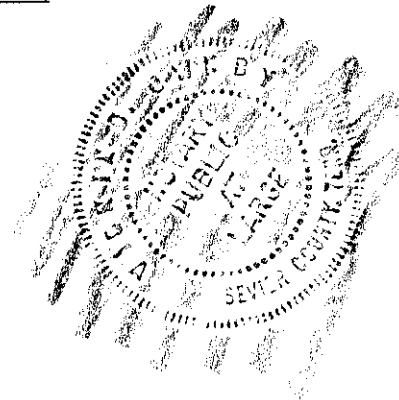
STATE OF TENNESSEE  
COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, Peter medlyn, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the **MANAGING PARTNER** of the maker, **GREEN GABLES PARTNERSHIP** or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute the instrument on behalf of the maker.

WITNESS my hand, at office, this 4th day of April, 2002.

Vickie D. Dumbay  
NOTARY PUBLIC

My Commission expires: 06-22-04



BK 1447 PG 359

~~BK 1429 PG 312~~