

Prepared by:
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AMENDED DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHTS
FOR
HICKORY VALLEY MANOR

THIS AMENDED DECLARATION made this 27 day of February, 2009, by the undersigned owners of a majority of the Lots located within Hickory Valley Manor, a Residential Townhome P.U.D., as shown by plat of record in Plat Book 34, Page 151, in the Register's Office of Hamilton County, Tennessee, as amended (the "Development").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Restrictions and Rights for Hickory Valley Manor, a Residential Townhome P.U.D., is of record in Book 2976, Page 924, in the Register's Office of Hamilton County, Tennessee (the "Declaration"); and

WHEREAS, paragraph nineteen (19) of the Declaration provides that the Declaration may be amended if an instrument changing the Declaration in whole or in part is signed by a majority of the owners of the Lots in the Development (the "Majority Owners") and recorded in the Register's Office of Hamilton County, Tennessee; and

WHEREAS, the Majority Owners desire to provide for the preservation of the land values and home values and desire to subject the Development to certain covenants, restrictions, easements, and affirmative obligations, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof; and

WHEREAS, it is the intent of the Majority Owners to replace the Declaration with this Amended Declaration of Covenants, Conditions, Restrictions and Rights for Hickory Valley Manor, a Residential Townhome P.U.D. (the "Amended Declaration").

NOW, THEREFORE, the Majority Owners subject the Property (as defined herein) to the terms of this Amended Declaration and declare that the same shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, affirmative obligations and liens (sometimes referred to as the "Covenants") hereinafter set forth.

Every person who is or shall be a record Owner (as herein defined) shall be deemed by the taking of such record title to agree to all the terms and provisions of this Amended Declaration.

1. DEFINITIONS. The following words and terms, when used in this Amended Declaration shall have the following meanings:

1.01 Amended Declaration. "Amended Declaration" shall mean this Amended Declaration of Covenants, Conditions, Restrictions and Rights for Hickory Valley Manor.

1.02 Association. "Association" shall mean Hickory Manor Homeowners' Association, a not-for-profit association, its successors and assigns.

1.03 Bylaws. "Bylaws" shall mean the Bylaws of the Hickory Manor Homeowners' Association.

1.04 Covenants. "Covenants" shall mean the covenants, restrictions, conditions, easements, affirmative obligations and liens set forth in this Amended Declaration.

1.05 Development. "Development" shall mean Hickory Valley Manor, a Residential Townhome P.U.D., as shown by plat of record in Plat Book 34, Page 151, in the Register's Office of Hamilton County, Tennessee, as amended.

1.06 Dwelling Unit. "Dwelling Unit" shall mean any building situated upon the Property designated and intended for use and occupancy by a single family.

1.07 First Mortgage. "First Mortgage" shall mean a recorded Mortgage with priority over other Mortgages.

1.08 Lot or Lots. "Lot" or "Lots" shall mean and refer to any improved or unimproved parcel of land located within the Property which is intended for use as a site for a Dwelling Unit as shown upon any recorded final subdivision map of any part of the Property.

1.09 Majority Owners. "Majority Owners" shall mean a majority of the Owners of the Lots in the Development.

1.10 Member. "Member" shall mean a Member of the Association.

1.11 Mortgage. "Mortgage" shall mean a deed of trust as well as a Mortgage.

1.12 Mortgagee. "Mortgagee" shall mean a beneficiary, creditor, or holder of a deed of trust, as well as a holder of a Mortgage.

1.13 Owner. "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Recorder (as herein defined), whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot, situated upon the Property, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the Mortgagee or holder of a deed of trust, its successors or assigns, unless and until such Mortgagee or holder of a deed of trust has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the office of the Recorder, a long-term contract of sale covering any Lot within the Property, the Owner of such Lot shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the Property for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive title to the Property until such payments are made although the purchaser is given the use of said Property.

1.14 Plat. "Plat" shall mean the plat of Hickory Valley Manor, a Residential Townhome P.U.D., as shown by plat of record in Plat Book 34, Page 151, in the Register's Office of Hamilton County, Tennessee, as amended.

1.15 Property. "Property" shall mean and refer to the all of the Property shown on the plat of Hickory Valley Manor, a Residential Townhome P.U.D., as shown by plat of record in Plat Book 34, Page 151, in the Register's Office of Hamilton County, Tennessee, as amended, which Property shall hereafter be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the Amended Declaration.

1.16 Record or To Record. "Record" or "To Record" shall mean to record pursuant to the laws of the State of Tennessee relating to the recordation of deeds and other instruments conveying or affecting title to real property.

1.17 Recorder. "Recorder" shall mean and refer to the Register of Deeds of Hamilton County, Tennessee.

2. LAND USE AND BUILDING TYPE. No Lot shall be used except for residential purposes. "Residential" refers to a mode of occupancy, as used in contradistinction to "business" or "commercial" or "mercantile" activity. No residence shall be used as a multiple family Dwelling Unit at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose; nor shall any Lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses.

All Lots, from the date of sale, must be maintained by the Owner so that the Lot and the exterior of the Dwelling Unit located upon the Lot are in a neat and orderly condition. This includes cutting the grass, trimming shrubs, and removing debris, front and back. In the event that an Owner fails to maintain his/her Lot/Dwelling Unit exterior in a neat and orderly condition, the Association may enter upon such property without liability, put it into an orderly condition and recover the cost of such work from the Owner.

No building shall be erected, altered or placed on any Lot other than one single-family Dwelling Unit, not to exceed two and one-half stories in height. However, the brick outbuilding located upon Lot Forty-five (45) (known as 6734 Hickory Manor Circle) shall be permitted to remain. Carports and detached garages shall not be permitted in the Development. No home within the Development shall be leased or used as rental property. However, Dwelling Units being leased as of the date of this amendment may continue to be leased to the current tenant for the duration of the current lease. When the current tenant vacates the Dwelling Unit, the Dwelling Unit may no longer be leased. Likewise, a current tenant may not sub-lease to sub-tenant for the remainder of current tenant's lease term or any extensions thereto.

3. 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 as a residence either temporarily or permanently.

4. ARCHITECTURAL CONTROL. No Dwelling Unit or other improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee (as defined in the Bylaws) as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. This committee shall be appointed by the President (as defined in the Bylaws) of the Association and will serve at the pleasure of the Executive Committee (as defined in the Bylaws). The Architectural Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line, unless similarly approved.

5. EASEMENTS. Easements to each individual Lot for the installation and maintenance of utilities and drainage facilities are reserved on the rear 15 feet of the Lot and as shown on the

recorded Plat. A right of pedestrian access by either a driveway or open lawn area shall also be granted on each Lot from the front lot line to the rear lot line to (1) any utility company having an installation in the easement area mentioned above, (2) home maintenance and repair service providers, and (3) home delivery or removal providers (appliances, mattresses, etc.). The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Fences shall not be constructed or exist over or along any easement for public utilities.

6. UNDERGROUND WIRING AND UTILITY EASEMENTS. The Property is subject to that certain Underground Distribution System Agreement and Utility Easements heretofore given in favor of the Electric Power Board, A T & T Telephone Company, cable television providers, as recorded in the Register's Office of Hamilton County, Tennessee. Owners shall have the responsibility to preserve and protect underground utilities. No utilities may be above ground, including, but not limited to, electric, telephone and cable TV.

7. NUISANCES. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Development. This includes parking tractor-trailer trucks (including the cab only), buses, commercial vehicles, or inoperative or abandoned automobiles, anywhere on the Property. Any motor home, travel trailer (including motorcycle, boat and equipment trailers), boat, motorcycle, or recreational vehicles must be housed in a garage or screened from view of the streets. No vehicle shall be regularly parked overnight on any street. All dumpsters used for remodeling or other purpose must be removed from the premises within ten [10] days after remodeling or other purpose is completed, and may only be placed on the premises for a maximum of sixty (60) days.

8. RESTRICTIONS. No sign of any kind shall be displayed to the public view on any Lot except one professional sign, consistent with city/county ordinances and zoning, advertising the Lot and/or Dwelling Unit for sale. Yard sales are not permitted. Estate sales for the purpose of disposing of property from homes that have been sold shall be limited to a duration of two (2) consecutive days. One (1) political sign per Lot may be erected not sooner than 30 days prior to the election and must be removed the day of the election.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part of the Property, except that dogs, cats, or other household pets (maximum live weight each, 15 lbs.) may be kept, provided they are not maintained or bred for any commercial purpose. All pet owners must adhere to the Chattanooga City Leash Law at all times, and pet owners shall immediately remove and dispose of all pet waste. No kennels, runs, or doghouses may be located upon the Property. No dogs or other animals which evidence a propensity to bite or otherwise harm humans or other domestic pets or which constitute a nuisance to the other residents in the Development shall be allowed or maintained on any Lot. The pet owner shall also muzzle any pet that consistently barks. If the barking persists, the pet owner shall have the pet removed from the Development. If the pet owner refuses, it shall be deemed an offensive activity and a nuisance.

No basketball goals or other play structures, etc. will be allowed on any part of the Property. No clotheslines or drying yards shall be permitted, unless concealed by hedges or other aesthetically acceptable screening. Satellite dishes shall not be within view of users of the public right of way. No vegetable gardens shall exist upon any Lot within view of users of the public right of way.

Garbage shall not be kept except in sanitary containers. Brush or garbage shall be put out as prescribed by the city on the designated day/week. Garbage cans shall be stored in the Owner's garage, or if the Dwelling Unit does not have a garage, then the garbage can must be stored where it cannot be seen from the street. On days designated for trash collection, garbage cans must be removed from the street within 12 hours of trash collection. Garbage cans may only be placed on the street after 5 p.m. on the day prior to collection. The Property shall not be used or maintained as a dumping ground for rubbish or brush.

No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon the Property, nor shall oil wells, tanks, tunnels, mineral excavations be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas will be erected, maintained or permitted upon the Property.

9. SIGHT DISTANCE AT INTERSECTIONS. No wall, hedge, or shrub plantings which obstruct sight lines at elevations between 4 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No plantings shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. PROCEDURE. In the event that a Dwelling Unit is totally destroyed and then rebuilt, the Owner(s) of said Dwelling Unit so affected agree that said encroachments and easements shall be permitted in the matter of the reconstruction, and the right of maintenance shall continue to exist.

In the event that one or more Dwelling Units are destroyed by fire, or other causes, no structures may be placed on each vacant Lot except another Dwelling Unit duplicating the original. Owners must refinish/repaint the side wall (exterior) as close to the original color as possible.

11. COMMON WALLS. COMMON FENCES. Common wall and common fence regulations are as follows:

A. General Rules of Law to apply. Each wall which is built as a part of the original construction of the Dwelling Units upon the Lots and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of the 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. Likewise, each patio fence or patio wall upon the Lots and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of the 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.

B. 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.

C. 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 any rule of law regarding liability for negligent or willful acts or omissions.

D. 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.

E. 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.

F. Mediation. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the parties shall agree on a Tennessee Supreme Court Rule 31 qualified mediator to decide the dispute, and whose ruling shall be final. If the parties to the dispute cannot agree upon a mediator, then each party shall choose one mediator, and such mediators shall choose one additional mediator, and the decision shall be by a majority of all the mediators.

12. TERM. These Covenants and provisions of this Amended Declaration are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Amended Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years. This Amended Declaration may be amended in whole or in part by an instrument signed by a majority of the then Owners of the Lots and recorded in the Register's Office of Hamilton County, Tennessee.

13. HOMEOWNERS' ASSOCIATION. All Owners shall be members of the Hickory Manor Homeowners' Association, which is a not-for-profit Association, and thereby subject to the Bylaws and rules of procedures of the Association. The annual membership dues are payable at the time of closing and title/deed is conveyed to an Owner, and, thereafter, yearly in January, or in accordance with the Bylaws of the Association. The enforcement of the Covenants shall lie with the Association.

The Association shall have the right to control, manage, operate, maintain, improve and replace all portions of the utility sites, mailbox areas, and the entrance island.

14. ENFORCEMENT. Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to recover damages as may accrue, with court costs and reasonable attorneys' fees to be awarded to the prevailing party. No present violations shall be deemed to have been "grandfathered in."

If any Owner shall fail or refuse to make any such payment of annual membership dues within fifteen (15) days of when due as provided herein and in the Bylaws, the amount thereof, and together with late charges and interest in the amounts set forth in the Bylaws or the rules and regulations of the Association, and together with all expenses, including attorney's fees incurred by the Board in any proceeding brought to collect such unpaid dues, shall be obligations of the

Owner and shall, without the necessity of Recording any lien instrument, automatically constitute a lien in favor of the Association, enforceable by the Association, on the interest of such Owner in the Property and his/her Lot; provided, however, that the Association, at its option, may Record a notice of such lien to provide public notice of its existence. Any such lien shall be subordinate to the lien of any First Mortgage against the Lot, which mortgage is Recorded prior to the date such lien attached.

15. SEVERABILITY. The provisions of this Amended Declaration are in addition to any municipal or governmental requirements which now or may in the future affect said Lots; and, if any one or more of these Covenants should be in conflict with any of the provisions of such governmental regulations or amendments, they shall be deemed as over-ruled thereby, inferior thereto, and inapplicable to the extent of said conflict, but such over-ruling of one or more of the following provisions either in whole or in part shall not invalidate any of the remaining provisions or parts hereof. If any of the Covenants herein set forth shall be held invalid by any court of competent jurisdiction, the remainder of the provisions of this Amended Declaration, and the application to purpose or circumstances other than to which the same may be held invalid, shall not be affected thereby.

16. ADOPTION BY OWNERS. By their signatures on the attached Exhibit "A", a majority of the current owners of Lots have adopted the terms of this Amended Declaration, in whole.

IN WITNESS WHEREOF, **The Hickory Manor Homeowners' Association** has caused these presents to be executed by the undersigned Secretary to be effective as of this 27th day of February, 2009.

**The Hickory Manor Homeowners'
Association**

By: Charlotte H. Bowden

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 27th day of February, 2009, before me personally appeared, Charlotte H. Bowden with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself/herself to be the Secretary of **The Hickory Manor Homeowners' Association**, and that he/she as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of **The Hickory Manor Homeowners' Association**, by himself/herself as such Secretary.

L Robbins
NOTARY PUBLIC:

My Commission Expires: 3/10/12



**BYLAWS OF THE HICKORY MANOR HOMEOWNERS' ASSOCIATION,
A NOT-FOR-PROFIT ASSOCIATION**

Article I: Name & Purpose

Section 1: The name of the organization shall be the **Hickory Manor Homeowners' Association**.

Section 2: The purposes of this organization is to create interest in and beautification of our own community; to promote friendship through fellowship and goodwill toward each other; and to present a united voice for the mutual benefit of all residents/homeowners on issues which impact the community either positively or adversely.

Section 3: The terms in these Bylaws (unless otherwise defined) shall have the same meaning as the terms defined in the Amended Declaration for this Development.

Article II: Membership

Section 1: Every person or entity who is a record Owner of a fee simple interest or an undivided fee simple interest in any Lot which is subject to the Amended Declaration shall be a Member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall be automatically transferred to the new Owners upon the conveyance of any Lot and recording of the deed of conveyance in the Register's Office of Hamilton County, Tennessee. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2: Except as hereinafter specifically provided, Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and 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 such Lot. When one or more co-owners signs a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more of the other co-owners is present and objects to such vote, or if not present, submits a proxy or objects in a written instrument delivered to the Recording Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, the vote with respect to such Lot shall not be counted until the co-owners of such Lot agree among themselves as to how such vote should be cast. No fractional votes shall be permitted.

Article VI: Duties of the Officers

- Section 1:** The President shall preside at all meetings of the Association and at the Executive Committee meetings.
- Section 2:** The First Vice-President shall preside in the absence of the President and shall become President should a vacancy occur in that office.
- Section 3:** The Second Vice-President shall perform the duties of the President should the First Vice-President be absent as well as the President, shall be responsible for securing interesting programs for each meeting as recommended by the Executive Committee.
- Section 4:** The recording Secretary shall keep records of all meetings, regular and executive, and shall keep a record of all members present.
- Section 5:** The Corresponding Secretary shall handle all correspondence of the Association at the direction of the officers.
- Section 6:** The Treasurer shall receive all monies of the Association and keep an accurate record of all collections and disbursements and shall present a statement of account at all Association meetings and at other times when so required.
- Section 7:** The Chaplain shall be in charge of all religious activities of the Association.

Article VII: Duties of Standing Committees

- Section 1:** The Social Committee shall be responsible for securing places for the Association to meet and to plan for refreshments or meals as appropriate.
- Section 2:** The Telephone Committee shall be responsible for notifying each member by phone if possible, or by other personal contact, of meeting dates, times and places and to encourage attendance; also from time to time as the need arises to inform each member of items of specific interest and concern to our community.
- Section 3:** The Flag Committee shall be responsible for raising and lowering the Flag at the entrance to Hickory Manor and for keeping a flag of good repair to display. Upon the death of any Hickory Manor resident the flag shall fly at "half staff" as a token of respect and in memory of the deceased.
- Section 4:** The Hospitality Committee shall be responsible for greeting newcomers to the community and acquainting them with the Hickory Manor Homeowners' Association as well as reporting pertinent information to the Newsletter Editor and the President. Newcomers will be given a copy of the By-Laws and most current Telephone Directory of the Homeowners' Association.
- Section 5:** The Security Committee shall be responsible for aiding in the security of the community by such actions as deemed necessary to accomplish that common good. Example: Contacting the necessary authorities for

Article III: Officers

Section 1: The officers shall be President; First Vice-President; Second Vice-President; Recording Secretary; Corresponding Secretary; Treasurer; & Chaplain.

Section 2: Standing committees shall be Social; Telephone; Grounds; Security; Hospitality; Flag; Buddy System, Directory, Architectural, and Newsletter; each represented by a chairman and vice- chairman, where appropriate. The President shall appoint the members of each committee and name the Chairman of each committee. The Chairman of each committee may select his/her Vice-Chairman from the members of that committee.

Section 3: The term of office shall be firm January 1 through December 31.

Section 4: The President shall appoint a nominating committee each year to present a slate of nominees to take office January 1. Each nominee shall have been contacted and given their consent to serve if elected. The names of those appointed to serve on the Nominating Committee shall be announced to the members of the Association at a meeting prior to the election or by publication in a newsletter to the membership. Nominations may be made from the floor.

Section 5: Election to office shall be by a majority vote of the members of the Association present at the December meeting of the Association.

Article IV: Meetings

Section 1: The meetings of officers and committee chairmen, hereafter known as the Executive Committee, shall be quarterly in February, May, August and November.

Section 2: The immediate past President shall also serve as a member of the Executive Committee for a period of one year after the expiration of his/her term as President.

Section 3: The regular Association meetings shall be bi-annual (summer & winter). Special meetings may be called by the Executive Committee. Notice of the time and date of any meetings shall be posted not less than fourteen (14) days prior to the meeting within the newsletter or notice may be made by telephone.

Section 4: All votes of the Association, the officers and committee chairman, and committee members shall be decided by a majority rule.

Section 5: Minutes of each meeting shall be kept for a period of three (3) years.

Article V: Annual Membership Dues

Section 1: The Annual Membership Dues shall be \$40.00 per year, payable January 1 of each year, subject to the provisions of Article VIII, herein.

additional lighting; to establish a Neighborhood Watch" program; erect "No solicitation" signs, etc.

- Section 6:** The Grounds Committee shall be responsible for keeping the entranceway island appropriately landscaped to enhance the esthetic beauty of the community.
- Section 7:** The Buddy System Committee shall be responsible for maintaining this "emergency help" for all residents who desire to participate by keeping active "pod captains" in place and/or re-organizing as needed when residents arrive and/or move.
- Section 8:** The Newsletter Editor shall publish a Neighborhood Newsletter as often as the Executive Committee meets or at the discretion of the President. It shall be used to keep the residents informed of "Neighborhood News", Association activities, and items of civic and/or economic development which impact the community at large. It can be used as a "call to action" at such times as deemed necessary by the Executive Committee for the common good of all residents of the community. Residents are strongly encouraged to submit in writing items for publication.
- Section 9:** The Architecture Control Committee, in accordance with the Covenants, Conditions, Restrictions and Rights, will be responsible for looking at plans for any exterior changes to any unit in Hickory Valley Manor to be certain they meet the requirements of the Covenants and approval has been granted by the Executive Committee of the Hickory Manor Homeowners' Association. Any grievances and/or violations by residents should be initially addressed by this committee with their recommendations passed on to the Executive Committee.
- Section 10:** The Directory Committee shall publish a directory of each Owner name, address, and telephone number.

Article VIII: Amendments.

- Section 1:** The amount of the Annual Membership Dues may be changed by a majority of members present at a meeting of the **Hickory Manor Homeowners' Association.**
- Section 2:** The By-Laws may be amended by a majority of members present at a meeting of the **Hickory Manor Homeowners' Association.**

February 24, 2009