

KATHRYN BROWN, REG.
 SUMNER COUNTY, TENN.
 RECORDING 44.00
 STATE TAX \$ 1
 REG. FEES 44.00
 TOTAL \$ 221508
 REC. NO. _____

211020

This Instrument Prepared By:
 David M. Amonette
 554 West Main Street
 Gallatin, TN 37066

AMENDMENT TO MASTER DEED AND BY-LAWS
 FOR HICKORY BAY TOWERS

WHEREAS, the Master Deed and By-Laws for Hickory Bay Towers is recorded in Deed Book 493, page 567 Register's Office for Sumner County, Tennessee; and

WHEREAS, an amendment to said Master Deed and By-Laws has been recorded in Record Book 53, page 659 Register's Office for Sumner County, Tennessee; and

WHEREAS, the Owners and those authorized under the Master Deed and Bylaws desire to further amend said Master Deed and By-Laws; and

WHEREAS, the By-Laws have now been and are therefore amended as follows:

1. The By-Laws are amended by the adoption of the "Residential Lease Fact Sheet" as in the form as attached hereto as Exhibit "A."

2. The passage of the adoption of the Fact Sheet was approved on July 18, 1995, by a vote of the Homeowners on an official ballot in the form as that attached hereto as Exhibit "B" and the vote was 81 in favor, and 21 against, as set forth in the voting tabulation attached hereto as Exhibit "C." Minutes of the meeting of the Board of Directors of the Association when the vote was taken are attached hereto as Exhibit "D."

3. The Amendment was made pursuant to Section 10(y) of the By-Laws and pursuant to the provisions of § 66-27-112, Tennessee Code Annotated. All other provisions and conditions of the By-Laws shall remained modified and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment this 16 day of August, 1995.

HICKORY BAY TOWERS
 HOMEOWNERS' ASSOCIATION

BY: H. Caudill
 H. C. CAUDILL, PRESIDENT

BY: Ellen Owens
 ELLEN OWENS, SECRETARY

REC'D OCT 05 1995 AT 10:02 REC. IN Record BOOK 534 PAGE 211
 KATHRYN BROWN, REGISTER _____ SUMNER COUNTY, TENN.

STATE OF TENNESSEE

COUNTY OF SUMNER

Before me, the undersigned, a Notary Public in and for the said county and state of aforesaid, personally appeared H. C. Caudill and Ellen Owens and with whom I am personally acquainted and who upon oath acknowledge themselves as President and Secretary of the Hickory Bay Towers Homeowners' Association and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Hickory Bay Towers Homeowners' Association by themselves as President and Secretary and witnessed by hand and seal this the 16 day of August, 1995.

J. C. Caudill
NOTARY PUBLIC



My Commission Expires: May 3, 1996

Exhibit "A"

Dear Owner/Agent:

Please fill out the following information and RETURN to:

CONTINENTAL PROPERTY MANAGEMENT., ATTN: Lance H. Johnson, 511 Union Street, Suite 2350, Nashville, TN 37219

Thank you for your cooperation.

- I have:
- obtained a one-year lease agreement from the lessee,
 - provided them with a copy of the Rules and Regulations of Hickory Bay Towers,
 - informed them of the location of the Master Deed & By-Laws
 - indicated to them their responsibility to abide by these documents or face termination of their lease,
 - indicated Hickory Bay Towers has only single family occupancy.

Owner/Agent Date

HICKORY BAY TOWERS
 HENDERSONVILLE, TENNESSEE
RESIDENTIAL LEASE FACT SHEET
 (Please Print)

Beginning Date: _____ Expiration Date: _____

Unit Number: _____ Unit Owner: _____

Name of Lessee: _____

Names of all other Occupants: _____

Lessee's Drivers License Number: _____

Lessee's Automobile(s)	License Number
_____	_____
_____	_____

Pet(s): Yes / No Type(s): _____

Day Phone: _____ Night Phone: **213** _____

Unit owners may lease their units, but the entire unit must be leased. Leases must be for a minimum of one (1) year and not to exceed one (1) year.

Renewals are subject to board approval.

Unit owners who lease their units must provide MANAGEMENT with the following prior to a renter moving into Hickory Bay Towers:

- A completed and signed RESIDENTIAL LEASE FACT SHEET
- The \$50 non-refundable move-in fee, in accordance with Hickory Bay Towers By-Laws
- A five (5) day advance notice of a move-in/move-out date and time, so that maintenance can prepare elevators for moving.

(Failure to do the above will result in a \$50 penalty to the unit owner per incident per unit.)

Unit owners who lease their units must provide the LESSEE with a copy of the Rules and Regulations and inform them as to the location of the Master Deed and By-Laws and the Lessee's obligation to abide by all provisions therein.

Unit owners have the additional responsibility of informing the LESSEE:

- a. That the Lessee, Lessee's family members, guest and visitors shall comply with all Rules and Regulations, including the Master Deed and By-Laws, that are properly promulgated for the governance of Hickory Bay Towers.
- b. That the Lease may be terminated for failure to comply with the Rules and Regulations or the Master Deed and By-Laws.
- c. That no subletting or assigning of the lease or the unit shall be allowed.
- d. That no more than four (4) persons may occupy the unit, except with Board approval for an emergency situation.
- e. That five (5) days prior to a move-out the MANAGEMENT company must be informed for security purposes.

I agree to obey, and to ensure that all family and guests will obey the Rules and Regulations and to abide by the Master Deed & By-Laws of the HICKORY BAY TOWERS HOMEOWNERS' ASSOCIATION.

Lessee

Date