

Amberwood HOA Inc.

(Covenant Addendums)

WHERE AS, the board of directors with a quorum, has voted and amended the “Covenants and Restrictions” of Amberwood Subdivision Inc, which were established June 24th, 2003 by the Developer. All parties and residents should comply and be aware of the clarifications and amendments.

The intent and purpose of these Addendums and Amendments are to implement more specific guidelines of the “Covenants and Restrictions” for the community, under (“Article 2, Section 25”) of the Covenants.

WHERE AS, the HOA Board has acknowledged the importance and necessity of conducting community business with an active Board of Directors. In order to provide full representation, each Director accepts certain responsibilities to handle community business.

THEREFORE:

- 1. Directors have a term of one year, and elected each year thereafter. HOA Directors cannot miss 3 consecutive monthly meetings. This is a cause for removal from HOA board, and a new director will be named. The board must have active members to maintain community affairs.**
- 2. All matters, which make the community “liable as a whole”, will be discussed and reviewed by the HOA board.**
- 3. Inappropriate actions by one resident cannot impinge on the rights of another, which causes harm to property appearance or values of another. The HOA board will not participate in neighborly disagreements unless it is detrimental to the community or violates the Covenants. (Article 2, Section 12)**
- 4. Continued defiance of the Covenants and Restrictions can result in a fine, established by the HOA Board, and legal actions taken to resolve the situation. Residents must comply with the Covenants, established by the Developer to insure property values, and appearances. This enables the community to enjoy a code of ethics and quality standard of living.**
- 5. Actions by any resident, which are in violation of the “Covenants and Restrictions” i.e.: landscaping, remodeling, building structures, or fences, are subject to a penalty established by the HOA. If the actions were not approved by the HOA board and built with disregard of the covenants. All expenses incurred to correct the situation will be the responsibility of the resident who violated the Covenants and Restrictions, including any legal action, to force compliance.**

- 6. Any expenses incurred for damage or repairs to common areas of the community, including the swimming pool, caused by an individual or a group of individuals will be handled accordingly. Those individuals or parties will be held responsible for all expenses to correct the situation. The HOA will not incur these expenses for the community association.
- 7. No loitering allowed at the swimming pool or community-parking area is allowed after hours. The open hours are posted for all to see. Violators are subject to a citation by authorities, unless approved by the HOA board.
- 8. Vehicles should not be left for an extended period of time in the community-parking area without knowledge of a Board Member, or Neighborhood Watch Coordinator. These vehicles are subject to being towed at owner's expense.
- 9. HOA annual dues are assessed on each Lot, and this is the responsibility of the owner, or in the case of a Renter, the resident of the property. If the Renter is delinquent in payment, the HOA will hold the property owner responsible for all fees and penalties including legal actions to secure payment. (See Article 5, section 8)

IN WITNESS WHEREOF,

The President of the Amberwood Homeowners Association, Board of Directors has executed this document of amendments this 28 day of OCT, 2008.

By: S. Crutchfield
S. Crutchfield, President

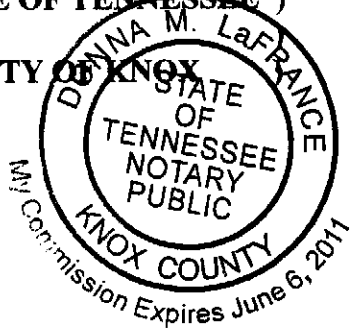
PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for the said County and State. S. Crutchfield executed the document with the purposes contained, by signing as President, and in behalf of Board of Directors of Amberwood Homeowners Association.

Witness, my hand and official seal this 28 day of Oct, 2008

My Commission expires: June 6, 2011

STATE OF TENNESSEE)

COUNTY OF KNOX



Donna M. LaFrance
Notary Public