

WELCOME TO HICKORY POINT

Congratulations on the purchase of your property. On behalf of the Hickory Point Property Owners Association (HPPOA) Board of Directors and other property owners of Hickory Point, we would like to welcome you to the community. We look forward to meeting you whether it is walking down the streets or at a community event.

The Board of Directors governs the operation of your homeowners association. The Board is composed of five elected volunteers who serve the following positions; president, vice president, secretary, treasurer and member-at-large. They oversee the daily functions and financial responsibilities of the HPPOA. The Board is also responsible for maintaining members' compliance with the established covenants and building standards. These documents provide specific policies and procedures for Hickory Point. Please take the time to review these documents. Copies of current documents are included in this booklet. However, keep in mind, if you fail to replace documents when a revision has occurred, the website will always have the most current documents posted.

The website; www.hickorypoint.org provides access to information including the Association documents. It contains the Hickory Point By-Laws and Reservations and Restrictive Covenants. It also contains other information; Development plot plans, Building Standards and Enforceable Standards and forms: New Construction or Exterior Change application, Contractors application and Common Lot Use application. Please take a few minutes to view the website and become familiar with it so you can find important information and forms in the future.

As a property owner, you may already have some ideas on how you want to improve your property. Please keep in mind that the Association has an Architectural Control Committee (ACC) to help maintain the quality of the neighborhood. Its function is to evaluate home build plans and other exterior changes such as repairs/remodeling (home additions, decks, patios, out buildings and sheds, pools, etc.) for compliance with the Covenants and Building Standards. The purpose of the review is to protect our scenic environment and maintain the property value within the development. All new builds, modifications or exterior projects shall be submitted to the ACC for approval prior to any work beginning. If work has started without approval, the property owner risks being cited with an Enforceable Standards fine in addition to the possibility of altering work which could result in additional time and financial costs.

Property owners may choose to use the Hickory Point common lot. This is located between lots 73 and 74. If you would like to use the common lot for storage, a Common Lot Storage Application should be submitted to the Board. Please keep in mind, the HPPOA is not responsible for nor insures any items placed in the common lot. The common lot is currently used on a first come, first served basis, however a rotating schedule for property owners will be implemented by the HPPOA if necessary.

The Association holds an annual meeting on the fourth Saturday of June. A notice of the time and meeting location will be mailed prior to the meeting.

Again, welcome to the Hickory Point community! We hope you will find the development a great place to live and hope to see you at neighborhood functions.

Sincerely,
Hickory Point Property Owners Association Board

RULE AND GUIDE ACKNOWLEDGEMENT

Please take a moment to read and review the enclosed information. This guide will allow you to become familiar with the various documents that the HPPOA utilizes. These documents set rules, standards, policies and procedures utilized by the property owners in the development. The Board would like for you to please sign and return this document to acknowledge the receipt and understanding of the Hickory Point Guide Book. A stamped and addressed envelope has been included for your convenience. We thank you for your time and comments.

I acknowledge that I have received a copy of the Hickory Point Property Owners Association Guide Book. I understand that it is my obligation to read and understand this material and to abide by the rules and standards established by the organization. I also understand that I am governed by these policies and procedures and that the organization may change them at will.

Signature _____ Lot # _____

Date _____

Comments or suggestions for amendments:

Respectfully,

THE HPPOA BOARD

Hickory Point Property Owners Association

Please fill out this information for the records of HPPOA and return to the Board via HPPOABOARD1@gmail.com or by mailing to the secretary.

Lot owner contact sheet

Name: _____

Mailing Address: _____

Hickory Point

Address: _____

Lot Number: _____

Home Phone: _____

Cell Phone: _____

Email Address/s: _____

Please list as many people as you would like to be notified in the event of an emergency if you needed assistance or their notification.

Name: _____

Phone Numbers: _____

Name: _____

Phone Numbers: _____

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Hickory Point Property Owners Association



UNDERSTANDING YOUR HPPOA

WHAT IS THE HICKORY POINT PROPERTY OWNERS ASSOCIATION?

The Hickory Point Property Owners Association (HPPOA) is a non-profit organization incorporated under the laws of the State of Kentucky. HPPOA is composed of Hickory Point property owners¹. The HPPOA is the governing body within the Hickory Point community. Actions performed by the HPPOA are key to preserving your property and environment, protecting your investment in your home and providing for your continued enjoyment of the Hickory Point Community.

WHAT DOES HPPOA DO?

The HPPOA has three (3) primary functions²:

1. To prepare a financial budget to best manage income and expenses. Each lot within Hickory Point is subject to an annual assessment³. These monies are used to maintain community areas.
2. To provide for the continuing and efficient maintenance, preservation and operation of the community front entrance and easements, community property (i.e. the common lot), and undeveloped lots⁴. The Board Officers determine the level of maintenance (full, partial or none) needed for each particular community area and contracts with individuals or utilities to ensure an acceptable appearance for the community. The developer of Hickory Point, The Waterfront Group, established the initial plan for Hickory Point and provided for it to be continually monitored by the Board through the use of Building Standards. The Architectural Control Committee (ACC)⁵ adjusts and enforces use of the Building Standards on all lots. This is done by review of applications for new construction or any improvements to a lot. Improvements shall mean and include structures and construction of any kind; above or below ground.
3. To perform any and all other acts necessary and appropriate to the functions of the HPPOA. Otherwise, to transact lawful business as provided for in the Reservation and Restrictive Covenants.

¹ By-Laws, Article 4

² By-Laws, Article 1

³ Declaration of Reservation and Restrictive Covenants, Article IX

⁴ Declaration of Reservation and Restrictive Covenants, Article IX

⁵ Declaration of Reservation and Restrictive Covenants, Article IX

HOW DOES THE HPPOA OPERATE?

A Board of Directors jointly supervises the functions of the HPPOA through use of the By-Laws. The Board of Directors is composed of five (5) members elected bi-annually by the membership⁶⁷; president, vice-president, treasurer, secretary and member-at-large. The Board enforces the rules set forth in the Declaration of Reservation and Restrictive Covenants and Building Standards. The Board also administers the duties, obligations and requirements of the HPPOA.

HOW DOES THE HPPOA CONDUCT BUSINESS?

In addition to email correspondence, the Board of Directors meets quarterly to manage the business of the HPPOA⁸. The Board also holds an annual business meeting, open to all Hickory Point owners⁹.

HOW CAN I CONTACT THE HPPOA?

The HPPOA does not maintain one office location. The HPPOA maintains a website www.hickorypoint.org that contains much of the information contained within this book. Please contact the President or any current elected Board Officer with questions, concerns or suggestions. A current list of Board officers is included in this book. The Board may also be contacted through the HPPOA email at HPPOABOARD1@gmail.com

⁶ By-Laws, Article 5

⁷ Declaration of Reservation and Restrictive Covenants, Article XVII

⁸ By-Laws, Article 6

⁹ By-Laws, Article 7

HPPOA Board Officers 2022-2024

President: Barb Wheeler
225 S. Ashland Ave.
Lexington, KY 40502
859-229-1179
bpwheeler225@gmail.com

Vice President: Steve Stewart
3828 Cynthiana Rd.
Georgetown, KY 40324
502-316-4130
jstewart8855@yahoo.com

Secretary: Barb Arlinghaus
3154 McCowan Drive
Taylor Mill, KY 41015
859-620-5899
baehلمان@yahoo.com

Treasurer: DJ Williams
921 Hickory Point Drive
Monticello, KY 42633
760-887-8886
david.j.williams423@gmail.com

Member-at-Large: Sheela Chandrachood
1447 Hickory Point Dr.
Monticello, KY 42633
859-333-6479
archana.chandrachood@gmail.com



Hickory Point Property Owners Association



The By-Laws, Declaration of Reservation and Restrictive Covenants and Building Standards contained within this book are to be read as inclusive rather than exclusive. The inclusion of a policy, standard, procedure or requirement in one section or more than one section does not in any way limit the application or change of the policy, standard, procedure or requirement to a property in the Hickory Point Community or to the owners and residents of Hickory Point. Further detailed information within these documents is contained in that applicable section.

The Overview of Enforceable Standards summarizes fines and actions that may be enforced. A procedure is contained within the document. Further information is contained in that applicable section.

The documents of the HPPOA may be amended and/or expanded at any time¹⁰. They are continually evaluated to determine if amendments are needed to address the needs of the community as it matures and progresses. As an owner or resident you are encouraged to submit in writing any changes that you feel benefit the community.

This document provides a quick guide for reference. Please review the applicable document for full details or contact a Board member.

GENERAL POLICY and PROCEDURES

All community property and activities on community property are subject to HPPOA policies and procedures as written in HPPOA documents. No lot shall be used except for residential and/or recreational purposes¹¹. Single-family residential rentals shall be for a minimum of six-months¹².

Only standard household pets such as dogs, birds, cats (with exception of horses) are allowed within the Hickory Point Community.¹³

The ACC reviews and votes on the design factors of all new construction and major exterior changes for or any improvements to a lot^{14,15,16}. Improvements shall mean and include structures and construction of any kind; above or below ground.

¹⁰ By-Laws, Article 12

¹¹ Declaration of Reservation and Restrictive Covenants, Article III

¹² Declaration of Reservation and Restrictive Covenants, Article III

¹³ Declaration of Reservation and Restrictive Covenants, Article III

¹⁴ Declaration of Reservation and Restrictive Covenants, Article III, X

¹⁵ Building Standards

All work plans must receive approval in advance. Work not approved will be subject to violations and penalty fees and/or removed at the owner's expense. Obtaining applicable governmental permits and approvals is always a condition for any construction or major exterior change. The Hickory Point approval does not negate the need for additional approvals by governmental bodies.

No activity, which would be considered by a reasonable person as offensive or noxious by reason of sound, appearance, sight, or otherwise, shall take place in, on, within or around any lot, dwelling or structure. Any trade, commerce or other activity constituting an annoyance or nuisance to other owners or occupants is strictly prohibited¹⁷.

One "For Sale" sign is permitted per lot. Signs are limited to three (3) feet by three (3) feet and should be made of metal or wood¹⁸. No other advertising signs may be permitted within Hickory Point without Board approval¹⁹. No lot or lots shall be subdivided.²⁰

A fifteen (15) foot easement applies to all exterior property lines²¹.

Permanent camping equipment of any type is prohibited. Lot owners are permitted to have professionally manufactured equipment in use for up to ten (10) days. ²²

The display or shooting of firearms is expressly forbidden in Hickory Point. ²³.

All ATV vehicles are prohibited from the roadways within Hickory Point²⁴.

All lots in Hickory Point are subject to an annual assessment²⁵. Notices are sent out late December and monies are due by January 31st of each year. Late fees, further Enforceable Standard fines and/or a lien may apply if the annual assessment is not paid. Assessment monies are used for the Hickory Point Maintenance Fund that pays the business expenses of the HPPOA.

Lot owners which shall be entitled to two votes for each Lot owned. All decisions shall be made by a majority vote (except that a three-fourths ($\frac{3}{4}$) majority shall be necessary for the levy of increased annual maintenance funds or special assessments), at a meeting of the Lot owners held after a reasonable notice to all such Lot owners^{26,27}.

¹⁶ By-Laws, Article 9

¹⁷ Declaration of Reservation and Restrictive Covenants, Article IV

¹⁸ Declaration of Reservation and Restrictive Covenants, Article IV

¹⁹ Declaration of Reservation and Restrictive Covenants, Article IV

²⁰ Declaration of Reservation and Restrictive Covenants, Article V

²¹ Declaration of Reservation and Restrictive Covenants, Article VI

²² Declaration of Reservation and Restrictive Covenants, Article V

²³ Declaration of Reservation and Restrictive Covenants, Article VIII

²⁴ Declaration of Reservation and Restrictive Covenants, Article VIII

²⁵ Declaration of Reservation and Restrictive Covenants, Article IX

²⁶ Declaration of Reservation and Restrictive Covenants, Article IX

²⁷ By-Laws, Article 7

All expenditures less than \$5,000.00 shall be approved at the sole discretion of the Board. All expenditures exceeding \$5,000.00 must be approved by a majority vote at a meeting of the Lot owners held after a reasonable notice to all such Lot owners.^{28,29}

HPPOA will be responsible for mowing/bush hogging a minimum of three (3) times a year all undeveloped properties. Once construction begins on a lot, it is the owner's responsibility to regularly mow and maintain the property.³⁰

The Common Lot, located between lots 73 and 74, is for the sole use of Hickory Point property owners. Storage of items in the Common Lot should be approved in advance of use.³¹

Property that lies between the lakeside property of lots and Lake Cumberland, is owned by the U.S. Army Corps of Engineers, and is a designated green space. It must remain undisturbed in its pre-existing condition and neither the HPPOA nor any Owner shall disrupt this preserved land.³²

No commercial timbering will be permitted upon any lot. Clearing for home sites is permitted, however no more than twenty-five (25%) percent of any lot may be cleared without prior approval of the Board.³³

²⁸ Declaration of Reservation and Restrictive Covenants, Article IX

²⁹ By-Laws, Article 10

³⁰ Declaration of Reservation and Restrictive Covenants, Article XI

³¹ Declaration of Reservation and Restrictive Covenants, Article XII

³² Declaration of Reservation and Restrictive Covenants, Article XIII

³³ Declaration of Reservation and Restrictive Covenants, Article XVI



Hickory Point Property Owners Association



BY-LAWS INFORMATION

HPPOA, which is composed of Hickory Point property owners³⁴, is the governing body within the Hickory Point community. The By-Laws contain provisions that specify the numerous methods that affect the HPPOA's operations. The HPPOA By-Laws define the Board of Directors and their duties. Actions of the Board are also described, along with other business procedures of HPPOA.

This document provides a quick guide for covenants reference. Please review the actual document for full details or contact a Board member.

WHAT IS THE PURPOSE OF THE HPPOA^{35,36?}

The HPPOA has three (3) primary functions:

4. To prepare a financial budget to best manage income and expenses.
5. To provide for the continuing and efficient maintenance, preservation and operation of the community front entrance and easements, community property (i.e. the common lot), and undeveloped lots
6. To perform any and all other acts necessary and appropriate to the functions of the HPPOA.

DOES THE HPPOA HAVE AN OFFICE^{37?}

The HPPOA does not maintain one office location. The HPPOA maintains a website www.hickorypoint.org that contains much of the HPPOA information. Please contact the President or any current elected Board Officer with questions, concerns or suggestions. A current list of Board officers is included in this book. The Board may also be contacted through the HPPOA email at HPPOABOARD1@gmail.com

WHO SUPERVISES THE HPPOA^{38,39?}

The HPPOA is jointly supervised by a group of individuals, the Board of Directors. The Board is composed of five (5) members elected bi-annually by the membership. president, vice-president, treasurer, secretary and member-at-large.

³⁴ By-Laws, Article 4

³⁵ By-Laws, Article 1

³⁶ Declaration of Reservation and Restrictive Covenants, Article IX

³⁷ By-Laws, Article 2

³⁸ By-Laws, Article 5

³⁹ Declaration of Reservation and Restrictive Covenants, Article XVII

ARE THERE DUTIES AND ACTIONS THAT THE BOARD CAN PERFORM^{40,41?}

Each Board member is responsible for various HPPOA duties. Cooperatively the Board manages the business, property and other concerns of the HPPOA.

WHO MANAGES FINANCES FOR THE HPPOA^{42,43?}

The Board manages the financial concerns of the HPPOA. The treasurer prepares a financial report for each Board meeting and an annual budget for each fiscal year. Collection and expenditure of funds are handled as set forth by the Declaration of Reservation and Restrictive Covenants.

WHO MANAGES THE RECORDS OF THE HPPOA^{44?}

The HPPOA keeps books and records of documents, accounts and minutes from meetings. In addition, a membership list and information associated with each lot is maintained. Members at any time have the right to examine these documents.

DO PROPERTY OWNERS HAVE AN OPINION IN THE AFFAIRS OF HPPOA^{45,46,47?}

Members can always contact a Board member with questions, concerns or suggestions. Proposals should be received 30 days prior to a Board meeting or if it involves a possible change to official documents, 90 days prior to the annual meeting. Grievances should be received within 45 days of a violation. Board officers contact information is included in this book or an email can be sent to HPPOABOARD1@gmail.com All property owners are invited to an annual meeting held on the fourth Saturday of June each year. Members are brought up to date on any business of the Board in addition to any new business that may be brought forward. Written notice is given to all members at least 30 days in advance of the meeting.

HOW IS VOTING HANDLED^{48,49?}

The acts of a majority (more than one-half) constitute the acts of the Board or the membership. If the voting results in an amendment to HPPOA official documents, members will be notified.

WHAT IF THE BOARD CAN'T MANAGE ALL BUSINESS OF HPPOA^{50,51?}

At times, committees may be designated to help manage the business of the HPPOA. For instance, the Architectural Control Committee (ACC) reviews all submissions to ensure

⁴⁰ By-Laws, Article 5

⁴¹ By-Laws, Article 6

⁴² By-Laws, Article 8

⁴³ Declaration of Reservation and Restrictive Covenants, Article IX

⁴⁴ By-Laws, Article 11

⁴⁵ By-Laws, Article 14

⁴⁶ By-Laws, Article 15

⁴⁷ By-Laws, Article 7

⁴⁸ By-Laws, Article 10

⁴⁹ By-Laws, Article 12

⁵⁰ By-Laws, Article 9

⁵¹ Declaration of Reservation and Restrictive Covenants, Article X

consistency with the Declaration of Reservation and Restrictive Covenants and Building Standards.

**Hickory Point Property Owners Association (HPPOA)
BYLAWS***

July 23, 2018

ARTICLE 1: THE PURPOSE OF THE ASSOCIATION

The purpose of Hickory Point Property Owners Association is to:

1. Provide maintenance of the Hickory Point common lot, entrance and undeveloped lots necessary to maintain an acceptable appearance and a safe environment in the Hickory Point subdivision, Monticello, Kentucky.
2. Collect dues, manage funds and disburse payments for the Association.
3. Do any and all other acts necessary and appropriate to the functions of the Association. Otherwise to transact lawful business as provided for in the Association covenants.

ARTICLE 2: LOCATION

The Association's principal office shall be collocated with the residence of the incumbent president. The Association may also have offices at such other places as the Board of Directors may establish from time to time or as the business of the Association may require.

ARTICLE 3: POLICIES

The Association shall be non-commercial, non-sectarian, and non-partisan.

ARTICLE 4: MEMBERSHIP

The membership of the HPPOA shall be limited to Hickory Point property owners. Hickory Point subdivision is more fully shown on the certain plot prepared by E. Thomas Conley, Kentucky Registered Land Surveyor No.3372, dated March 14, 2001, and recorded in the Office of the Register of Deeds of Wayne County, Kentucky, in Cabinet B, at Slides 61, 62 and 63. Owners are entitled to two votes for each lot.

ARTICLE 5: BOARD OF DIRECTORS

The Board of Directors of the Association shall consist of the offices of President, Vice-President, Secretary, Treasurer, and Member-at-Large. Any officers may be removed with cause

by the vote of a majority of the Association members. This action may also be performed by the Board as stated in Article 6.

1. Office of President - The president shall be the chief executive officer of the Association, and, subject to control by the Board of Directors, shall have general control of the business affairs and property of the Association; preside at all meetings of the Association, and the Board of Directors; serve as a member ex officio of all committees; appoint the chair of all committees; and have such other powers and duties as these By-Laws provide or as the Board of Directors may assign. The President will submit a written annual report of HPPOA activities to the Association.
2. Office of Vice President - The Vice President shall perform all duties incumbent upon the President during any absence or disability of the President; oversee special events or projects as approved by the Board of Directors; serve as the Chairman of the Program Committee; and perform such other duties as required by these By-Laws or as the Board of Directors may prescribe.
3. Office of Secretary -The Secretary shall keep the minutes of the meetings of the members and the Board of Directors; see that all notices of meetings are duly given in accordance with the provision of these By-Laws; be custodian of the non-financial records of the Association and the Board of Directors; maintain an active property owner contact list and assist with and maintain correspondence files. The Secretary will also serve as chair of the Nominating Committee for elected officers.
4. Treasurer - The Treasurer shall have supervision over the funds, receipts and disbursements of Association; keep correct books of account of all the business and financial transactions of the Association; render to the Board of Directors and the President, whenever requested, an account of the financial condition of Association and of any financial transactions entered into as treasurer; in general, perform all duties and have all powers incident to the office of Treasurer and perform such other duties as required by these By-Laws and the President and Board of Directors.
5. Member at Large- The Member at Large shall attend Board meetings as a non-voting member unless required as a tie breaking voter. The Member at Large will stay abreast of all current board issues and participate in discussions in order to vote, if required.

ARTICLE 6: ACTIONS OF THE BOARD OF DIRECTORS

1. Powers: The management of all of the affairs, property, and business of the Association shall be vested in the Board of Directors who shall be elected from the general membership by a majority vote. All officers shall be elected for a two year term to succeed those whose terms have expired. Each officer shall hold office until a successor is elected and qualified. Officers must be members.

2. Vacancies: All vacancies on the Board of Directors, whether caused by resignation, death, or otherwise, may be filled by a majority vote of the remaining officers attending a stated or special called meeting for that purpose. An officer elected to fill any vacancy shall hold office for the unexpired term and until a successor is elected and qualified.
3. Meetings: Special meetings of the Board of Directors may be held. However, it shall be the duty of the Board of Directors to meet quarterly at a time and place agreed upon by a majority of the officers. An emergency meeting of the officers may be called at any time by the President with seven days notice, and must be called immediately if requested in writing by any three officers. Notice of emergency meetings shall be given to each officer electronically, by letter, or personally. An emergency meeting of the officers may be regularly and validly held when all members of the Board of Directors shall be present, however notified. All officers must attend regular meetings and may be removed from the Board if three consecutive meetings are missed due to unexcused absences.
4. Removal of officer: At a meeting of the Board of Directors called expressly for that purpose, any officer or the entire Board of Directors may be removed, with cause, by a majority vote of the other officers.
5. Compensation: Persons shall receive no compensation for services as officers. A Board officer may from time to time take on additional duties for the benefit of the Association which may include some type of financial remuneration as approved by a majority vote from the Board or Association. This additional compensation should not disqualify this individual from his/her position on the Board but may result in a conflict of interest as it pertains to certain issues. This individual has a duty to abstain from any vote on any issue which may seem to be a conflict of interest.
6. Duty to abstain: No officer shall vote on any matter in which he/she has a financial interest that will be affected by the outcome of the vote. In the event of such abstention, the abstaining officer shall state the reason for the abstention, which will be noted in the minutes of the Board of Directors
7. Limitation on officer liability: An officer of the Association shall not be personally liable to the Association for monetary damages for any act or omission constituting a breach of his or her duty as an officer except:
 - a. Any transaction in which the officer's personal financial interest is in conflict with the interests of the Association, or
 - b. Any acts or omissions which are not in good faith or involve intentional misconduct or are known to the officer to be a violation of law, or
 - c. Any transaction from which the officer derived an improper personal benefit.

ARTICLE 7: MEETINGS AND EVENTS

1. The Association shall hold an annual business meeting in the summer of each year, at a location determined by the Board of Directors, for the election of new officers when necessary, and such other business as may come before the membership. The annual business meeting shall be open to all Hickory Point property owners. Owners who cannot physically attend may vote by proxy when ballots are utilized.
2. Written notice of meetings of the membership of the Association shall be mailed to each member at least thirty days in advance.
3. Vacancies in the position of offices shall be filled by the Board of Directors with such appointee to serve until the next annual meeting.
4. The President shall preside at the annual meeting of membership and the Secretary shall act as secretary thereof. The order of business at regular annual meetings shall be as follows:
 - a. Call to order
 - b. Proof of notice of meeting
 - c. Reports of officers
 - d. Old business and committees
 - e. New business
 - f. Election of officers, as needed
 - g. Miscellaneous business

Article 8: FINANCES

1. The fiscal year of the Association shall be from January 1 through December 31 of the same year.
2. Monies collected shall be deposited in a bank account. This account shall be set up so that both the Treasurer and President have the ability to write checks, when necessary. Expenditure of funds shall be handled according to the Article IX of the Declaration of Reservation and Restrictive Covenants Hickory Point Property Owners Association Inc.
3. A financial report shall be presented at each Board of Directors meeting.
4. An annual audit shall be done by and approved by the Board of Directors. This audit may be performed by one board member and one Association member who is not a board

member. An audit will also be performed within 30 days of a new Treasurer assuming duties.

5. An annual Budget shall be prepared by the Treasurer and presented to the Board.

ARTICLE 9: COMMITTEES

1. The standing Architectural Control Committee will consist of all board members including the member-at-large.
 - a. In accordance with Article X of the Declaration or Reservations and Restrictive Covenants of HPPOA, all requests for construction in Hickory Point will be submitted to the board members individually either in print or electronically. The submissions will include a scaled dimensional drawing and a site proposal. The Board will review the plan, the builder and proposed materials, to ensure consistency with established standards.
 - b. Once received, the Board will issue a decision within 30 days. Decisions will be by majority vote.
2. Other standing committees of the Association shall be designated by the Board of Directors or during annual meetings.
 - a. The chair of each committee shall be recommended by the President and approved by the Board of Directors or Association membership. Each committee chair shall be responsible for presenting periodic reports to the Board of Directors and maintaining documentation of resulting actions. The members of each committee shall be appointed by the chair of the committee.
3. The chair and members of all committees shall serve for one year terms and shall be eligible for serving additional one year terms.

ARTICLE 10: QUORUM AND VOTING

1. A quorum of the Board of Directors shall be one more than one-half of all officers.
2. A quorum of the Association shall all members in attendance at the Annual Meeting.
3. The act of a majority (more than one-half) of those present at a meeting of the Board of Directors or the membership of the Association shall be the act of the Board of Directors or the membership.
4. A majority of proxy ballots is defined as 51% of those returned by the deadline date.

ARTICLE 11: BOOKS AND RECORDS

1. Books and Records – The Association shall keep correct, current and complete books and records of accounts and minutes of the meetings of the members and Board of Directors.
2. Membership List – The Association shall keep a record of its members' names and addresses.
3. Right to Examine Books and Records - Members shall have the right to examine, in person, or by agent or attorney, at any reasonable time or times, for any proper purpose, the Association's relevant books and records of account, minutes, and record of members and to make extracts there from all as permitted and subject to the limitations of Kentucky Revised Statutes section 273.233 as now stated and as hereafter amended.

ARTICLE 12: AMENDMENTS

Any article of these By-Laws or in the Amended Declaration of the Reservations and Restrictive Covenants of HPPOA may be amended by a majority vote of the Board of Directors, subject to the approval of the membership. In the event of any such alteration or amendment, the Board of Directors shall notify the members within thirty (30) days of such alteration or amendment or prior to the next scheduled members meeting, whichever occurs first.

ARTICLE 13: PARLIAMENTARY AUTHORITY

The New Robert's Rules of Order (Signet Reference 1989) shall serve as the authority in cases where provision has not been made by these Bylaws.

ARTICLE 14: PROCEDURE FOR PROPOSALS

1. Any person, inside or outside the boundaries of the Association may propose in writing, items for consideration and/or recommendation to the Board. The Board shall decide whether proposed items will appear on the agenda of a regular Board meeting, emergency Board meeting, committee meeting and/or annual Association business meeting. Proposed items must be received 30 days prior to a Board meeting for evaluation. Proposed items which shall require a change to the Declaration of Reservation and Restrictive Covenants, Hickory Point Property Owners Association or these Bylaws must be received 90 days prior to the annual business meeting.
2. The person making a proposal may attend the Board meeting where the proposal is reviewed to decide whether it will be pursued, make a presentation and answer questions.

Notification of said meeting shall be given electronically, by letter, or personally with seven days notice.

ARTICLE 15: GRIEVANCES AND PROCEDURES

1. Individuals are encouraged to reconcile differences, whether inside or outside the scope of these grievance procedures, through one-on-one dialogue or mediation.
2. Any member may initiate a grievance procedure by submitting a grievance in writing to the Board of Directors. Grievances are limited to complaints that the grievant has been harmed by a violation of the Declaration of Reservation and Restrictive Covenants Hickory Point Property Owners Association or these bylaws that has directly affected the outcome of a decision by the Association. Grievances must be submitted within 45 days of the alleged violation.
3. The Board shall arrange a Grievance Committee which shall review the grievance. The Committee shall hold a public meeting to give the grievant and others wishing to express relevant comment and opportunity to be heard. The committee shall then forward its recommendation to the Board.
4. Within 60 days from the receipt of the grievance, the Association shall render a final decision.

**THESE BY-LAWS APPROVED AND ACCEPTED _____ BY THE
BOARD OF DIRECTORS OF THE HICKORY POINT PROPERTY OWNERS
ASSOCIATION.**

GLORIA LANE, PRESIDENT

KEN HARVEY, VICE-PRESIDENT

RUTH ANN PELKEY, TREASURER

BARBARA WHEELER, SECRETARY

MICKEY DOWNS, MEMBER AT LARGE

* Official copies are on file at the Wayne County Clerks Office



Hickory Point Property Owners Association



DECLARATION OF RESERVATION AND RESTRICTIVE COVENANTS INFORMATION

The Declaration of Reservation and Restrictive Covenants contains important information concerning the use of each owners’ property as well as common areas within the Hickory Point community. The document outlines specific policies and procedures for the HPPOA, to provide enforceable standards⁵². The actions allowed or prohibited by the document is the key to preserving your property and environment, protecting your investment in your home and providing for your continued enjoyment of the Hickory Point Community. Each owner must abide by the conditions found within the document.

This document provides a quick guide for covenants reference. Please review the actual document for full details or contact a Board member.



What if an owner violates the covenants⁵³?

The Board maintains an “Overview of Enforceable Standards”. This document summarizes fines or actions that may be applied.

What can lots be used for^{54, 55, 56, 57, 58, 59, 60}?

Lots shall be used for single-family residential and recreational purposes only. Rentals are permitted, however the length of time must be a minimum of six months. No hunting, camping, commercial timbering, trade, commerce or other activity that could be considered a neighborhood nuisance is permitted. ATV’s are not permitted on roadways. Lots cannot be subdivided.

Are there restrictions on home design and size^{61, 62, 63, 64, 65}?

⁵² Declaration of Reservation and Restrictive Covenants, Article II
⁵³ Declaration of Reservation and Restrictive Covenants, Article II
⁵⁴ Declaration of Reservation and Restrictive Covenants, Article III
⁵⁵ Declaration of Reservation and Restrictive Covenants, Article IV
⁵⁶ Declaration of Reservation and Restrictive Covenants, Article V
⁵⁷ Declaration of Reservation and Restrictive Covenants, Article VII
⁵⁸ Declaration of Reservation and Restrictive Covenants, Article VIII
⁵⁹ Declaration of Reservation and Restrictive Covenants, Article XVI
⁶⁰ Enforceable Standards
⁶¹ Declaration of Reservation and Restrictive Covenants, Article III
⁶² Building Standards
⁶³ Declaration of Reservation and Restrictive Covenants, Article IV

A single-story home must be at least 1,400 square feet, a two-story must be at least 1,800 square feet. No mobile homes or pre-manufactured modular homes are permitted. Fifteen (15) foot easements must be maintained on all exterior property lines. All plans must be approved by the ACC prior to any work being performed (see Building Standards for more details).

Are outbuildings permitted^{66, 67, 68?}

One out building is permitted per lot. This can not be constructed more than one year prior to a home on the lot. It must be in good repair and general similar appearance to the home. All plans must be approved by the ACC prior to any work being performed (see Building Standards for more details).

Are hot tubs and pools permitted^{69, 70?}

Pools and hot tubs, either in-ground or above-ground, are permitted. Areas must be compliant with the Building Standards. All sides must be covered with a permanent structure, when applicable, also comparable with the home. All plans must be approved by the ACC prior to any work being performed (see Building Standards for more details).

What animals are permitted^{71, 72?}

Household pets such as dogs, cats and birds are permitted, in addition to horses and ponies. Housing for outdoor animals must be in good repair and general similar appearance to the home. Dogs must be kept attended to and/or on-leash when off their property.

What signs are permitted^{73?}

One "For Sale" sign is permitted per lot. Medical and security signs are also permitted.

Are satellite dishes permitted^{74?}

Satellite dishes should not be larger than eighteen (18) inches. Placement should be as hidden as possible, while still allowing good reception.

Are there annual assessments^{75, 76?}

All lots are subject to an annual assessment (the amount is set by the HPPOA). If unpaid, late fees, fines and placement of a lien might apply.

⁶⁴ Enforceable Standards

⁶⁵ Declaration of Reservation and Restrictive Covenants, Article X

⁶⁶ Declaration of Reservation and Restrictive Covenants, Article III

⁶⁷ Building Standards

⁶⁸ Declaration of Reservation and Restrictive Covenants, Article X

⁶⁹ Declaration of Reservation and Restrictive Covenants, Article X

⁷⁰ Building Standards

⁷¹ Declaration of Reservation and Restrictive Covenants, Article III

⁷² Enforceable Standards

⁷³ Enforceable Standards

⁷⁴ Building Standards

⁷⁵ Declaration of Reservation and Restrictive Covenants, Article IX

⁷⁶ Enforceable Standards

What are the funds received from assessments used for⁷⁷?

Funds are used for HPPOA expenditures. These costs preserve the natural beauty and quality that makes Hickory Point unique. The expenses include the cost of maintenance and preservation of common areas, the main community entrance signs, utility bills, and legal and administrative costs. In addition the HPPOA maintains a small reserve fund for future major maintenance projects and capital improvement and repairs.

What physical maintenance within Hickory Point is not included with funds of HPPOA?

The HPPOA is not responsible for maintenance, repair or replacement of the streets, street signs. However we will monitor the roads and street signs and keep in close contact with the Judge Executor of Wayne County on the replacement or repairs of any lingering damage to those items owned by Wayne County within Hickory Point.

As a Lot owner, do I have access to the Common Lot^{78,79}?

The Common Lot is located between lots 73 and 74. The Common Lot and its facility are for the use and enjoyment of Hickory Point Property Owners only.

What can the Common Lot be used for^{80,81,82}?

Storage of passenger vehicles, boats, trailers and campers are permitted. All items stored in the Common Lot must be registered. (see Common Lot for more details). HPPOA is not responsible nor do they insure any items contained within the Common Lot

What rights do owners have?

Owners who are in good standing are entitled to use and enjoy all community facilities and common areas. In addition, Owners in good standing may take part in the control and operation of the HPPOA through voting and meeting preparation.

Can an owner make changes to property between their lot and the lake?

Land that lies between the lakeside lots and Lake Cumberland is owned and controlled by the U.S. Army Corps of Engineers. It must remain undisturbed in its pre-existing condition and neither the HPPOA nor any owner shall disrupt this preserved land without contacting

⁷⁷ Declaration of Reservation and Restrictive Covenants, Article IX

⁷⁸ Declaration of Reservation and Restrictive Covenants, Article XII

⁷⁹ Common Lot

⁸⁰ Declaration of Reservation and Restrictive Covenants, Article XII

⁸¹ Common Lot

⁸² Enforceable Standards

and receiving approval from the U.S. Army Corps of Engineers. Downed trees should not be cut for firewood.

AMENDED DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS

HICKORY POINT PROPERTY OWNERS ASSOCIATION INC.

WAYNE COUNTY

MONTICELLO, KY 42633

Dated : June 26, 2021

State Of Kentucky

County of Wayne

The declaration, made the 21st day of July, 2002 by, the HICKORY POINT PROPERTY OWNERS ASSOCIATION INC., hereinafter called HPPOA.

WITNESSETH;

THAT WHEREAS, HPPOA is composed of all owners of property in the Hickory Point subdivision and are desirous of subjecting the property to the protective covenants hereinafter set forth, each and all of which are for the benefit of property owners and shall apply to and bind the successors or any owner thereof.

NOW, THEREFORE, HPPOA hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below.

ARTICLE I

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this Declaration is located in Wayne County, Kentucky, and is more particularly described as follows:

ALL of Lots One (1) through Seventy-six (76) with the addition of Lot seventy-six (76), under its own Covenants, of the subdivision named **HICKORY POINT** as more fully shown on that certain plat prepared by E. Thomas Conley, Kentucky Registered Land Surveyor No. 3372, and recorded in the Office of the Register of Deeds of Wayne County, Kentucky, in Cabinet B, at Slides 61,62, 63 and 67.

No property other than that described above shall be subject to this Declaration until specifically made subject thereto.

ARTICLE II.

The real property described in Article I hereof, (hereinafter called Lot or Lots as applicable) is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards of improvement and development whereby aesthetics, living conditions and property values may be enhanced. The HPPOA Board may prepare and maintain an "Overview of Enforceable Standards" which summarizes fines/actions which may be enforced. The HPPOA Board shall have the power to modify, alter, supplement, or amend the Overview of Enforceable Standards at any time, but such change shall not be effective as to actions that have previously been approved.

ARTICLE III.

No lot shall be used except for residential and recreational purposes.

Lots and dwellings may be rented only for private single-family residential purposes. Rental of any property within Hickory Point shall be for a minimum of six months. Rental signs and subletting are strictly prohibited. The Hickory Point property owner is responsible for making the renter aware of the governing covenants, building guidelines and by-laws. The Hickory Point property owner is also responsible for payment of the annual Association dues.

No swine, livestock, or poultry shall be raised or bred on any lot, however horses, ponies and household pet such as cats or dogs, are permissible provided they are not bred or maintained for commercial purposes. All dogs outside the residence must be attended to and/or leashed at all times when off their property. Improvements constructed for the maintenance of animals shall be kept in good repair and must conform generally in appearance with any dwelling upon a lot, although such improvements need not be constructed of materials identical to an existing dwelling. Each Lot owner shall maintain any such improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot with the exception of any pre-existing structures.

No residence shall be erected, constructed, maintained or used or permitted to remain on any Lot other than one single-family dwelling of not less than 1,400 square feet for a one-story structure, or 1,800 square feet for a two-storied structure. Once construction is begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction.

No more than one outbuilding may be constructed on any Lot. Said outbuilding shall be only for the purposes of housing boats, cars, RVs, as well as lawn and garden equipment. Said building must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building

must be enclosed on at least three sides and the top, and with some sort of door which would thus close in all four sides of the building.

A property owner who owns two (2) or more adjoining lots may treat them as one (1) lot for building purposes. The exterior lot lines of the adjoined lots become the property lines of the said property for building purposes only. The fifteen (15) ft. property line easement must continue to be observed for the adjoined exterior property line. The lots shall continue to be recorded with Wayne County on the Hickory Point development plat as originally filed, with original lot lines and will continue to be considered separate lots for the purpose of Hickory Point maintenance assessment fees. Prior to resale of either, any lot containing a single outbuilding must be brought back to meet the requirements and terms set forth in Article III, Paragraphs 4 and 5 of the Covenants by adding a home to the lot containing the outbuilding or removal of said building.

For legal purposes any owner who exercises the right to use this amendment modification must provide the Board President with a signed, notarized copy of the Adjoining Lot Agreement stating he/she will comply with any and all requirements of ARTICLE III PARAGRAPHS 4, 5 & 6. Upon resale of the adjoined lots, the new owners must sign and forward to the Board president, a copy of the Adjoining Lot Agreement as part of the closing.

There shall be no single-wide mobile homes/manufactured homes, no double-wide mobile homes/manufactured homes, no modular buildings or buses situated on any Lot as a residence or for storage, either temporarily or permanently.

ARTICLE IV.

No trade, commerce or other activity which may be considered a nuisance to the neighborhood may be carried on upon any Lot.

It is permissible to operate a home-based internet business, provided that deliveries to the home do not exceed two (2) UPS, Federal Express, or similar express carrier per day. No trade materials or inventories may be stored upon any Lot and no tractor trailer type trucks, house trailers, or mobile homes may be stored or regularly parked on any Lot. No junk or unsightly vehicles of any type or description or unsightly buildings may be placed upon any Lot. Home-based internet businesses shall be allowed to store small inventories within the residence or enclosed outbuilding situated on the Lot. No advertisements of any kind will be permitted on any Lot for home-based businesses.

HPPOA reserves the right to erect signs in Hickory Point. No other person or persons shall erect any signs except "For Sale" signs. Only one "For Sale" sign shall be displayed on each lot. These signs are limited to three (3) feet by three (3) feet in size. Signs must be neat, clean and must be made of metal or wood material. Sign may be displayed on the lot while for sale and removed within 7 days of signing a sales contract. Property owners putting their lot/home up for sale should request that the community "For Sale" sign be displayed at the front entrance. No other for sale signs are allowed at the

front entrance. Only one directional sign can be displayed per lot when an open house is scheduled. This should only be displayed 1 week prior to the open house. The sign should be removed once the open house hours are over. Property owners may display security and medical alert signs. Any exceptions of this covenant must be approved by a majority vote of the Board of Directors.

ARTICLE V.

No lot or lots shall be subdivided in Hickory Point.

ARTICLE VI.

No structure, other than a fence, may be built within fifteen (15) feet of any exterior property line. Easements for installation and maintenance of utilities and drainage facilities are reserved fifteen (15) feet in width over exterior property lines, and lot lines along any road in said Subdivision. In addition, the property described in Article I hereof is subject to easements, set backs and road rights-of-way as shown on that certain plat recorded in the Wayne County Registry in Cabinet B, Slides 61,62, 63 and 67. HPPOA hereby reserves unto itself, the right to erect and maintain any utility lines, electric lines or to grant any easements or rights-of-way therefore, together with the right of ingress and egress for the purpose of installing and maintaining the same.

ARTICLE VII.

This development is not a campground. Lot owners are not, however, prohibited from overnight stays in professionally manufactured equipment, provided the camping equipment is not left on any Lot for more than ten (10) consecutive days and is not in violation of any local ordinance. Permanent residence in any type of camping equipment is strictly forbidden.

ARTICLE VIII.

The roadways and rights-of-way constructed throughout the subdivision are for the Lot owners and their respective heirs, successors or assigns. There shall be no hunting from any roadway or designated easement. The display or shooting of firearms is expressly forbidden. All ATV vehicles are prohibited from the roadways within Hickory Point subdivision.

ARTICLE IX.

Every Lot described above on the Hickory Point map recorded in Cabinet B, Slides 61, 62, 63 and 67 of the Wayne County Registry, shall be subject to assessment for maintenance and expenditures as listed below. The annual assessment for each Lot owner of Hickory Point shall be the sum of Two Hundred Fifty Dollars (\$250.00) per Lot, per year. An additional maintenance assessment of One Hundred Twenty-Five Dollars (\$125.00) per Lot, per year shall be assessed to each Lot owner who has not yet begun construction on their Hickory Point home. A late fee of twenty-five and no/100 Dollars (\$25.00) will be assessed any property owner if assessments are 30 days late, fifty and no/Dollars (\$50.00) for 60 days late, seventy-five and no/Dollars (\$75.00) for 90 days late, with a lien placed on property of assessments are 120 days late. The third and fourth notice shall be mailed via certified mail. In addition any court costs or legal fees shall be the delinquent property owners responsibility.

The Hickory Point Maintenance Fund shall be owned jointly by all the Lot owners of the property in Hickory Point, and shall be used only for:

- a. maintenance expenses for common area and entrance landscaping.
- b. electric bills, postage and insurance.
- c. community enhancement (mowing, etc.)
- d. all reasonable administration costs for the perpetual continuity of the Hickory Point Property Owners Association.
- e. the payment of reasonable legal fees to enforce any violation of covenants contained or amended within this recorded document.

There shall be created for the purpose of holding and administering such funds, the "Hickory Point Property Owners Association," which shall have the power to file with the Register of Deeds of Wayne County a notice if an assessment has not been paid by December 31st of any year, and such lien shall continue until the assessment is paid. The funds shall be known as the "Hickory Point Maintenance Fund". The Hickory Point Property Owners Association shall be comprised of all Lot owners which shall be entitled to two votes for each Lot owned. All decisions shall be made by a majority vote (except that a three-fourths ($\frac{3}{4}$) majority shall be necessary for the levy of increased annual maintenance funds or special assessments), at a meeting of the Lot owners held after a reasonable notice to all such Lot owners. All expenditures less than \$5,000.00 shall be approved at the sole discretion of the elected officers. All expenditures exceeding \$5,000.00 must be approved by a majority vote of all members of the Association. The Association shall organize, elect officers, and operate freely within the restrictions herein contained. Officers shall be elected by ballot, in even years, for a two year term.

ARTICLE X

With this Declaration there is hereby established an Architectural Control Committee (hereinafter "ACC"), which shall be appointed by the HPPOA.

No improvements shall be erected, placed, altered, maintained or permitted to remain on any Lot, nor shall any construction be commenced thereon until plans for such improvements have been approved by action of the ACC in accordance with the provisions herein; provided however, that improvements and alterations completely within the

interior of a building may be completed without approval. The term "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewers, electric and gas distribution facilities.

The ACC may prepare and maintain "Building Standards" which summarizes its construction standards to be used as the criterion for the approval of proposed improvements. The ACC shall have the power to modify, alter, supplement, or amend Building Standards at any time, but such change shall not be effective as to improvements which have previously been approved. The actions of the ACC through its approval or disapproval of plans, and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

All communications and submittals shall be addressed to the president of HPPOA. The ACC shall reply in writing to all plan submittals within thirty (30) days of receipt hereof. If the ACC fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered, it shall be presumed that said plans and specifications have been approved.

Neither the ACC, nor any member, employee or agent thereof, shall be liable to any owner of a Lot or to anyone submitting plans for approval, or to any other interested party by reason of mistake in judgment, negligence, or nonfeasance in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone who submits plans to the ACC for approval, agrees not to bring any action or suit to recover any damages against the ACC, or any partner, member, employee or agent of the ACC.

The ACC may make exceptions to the provisions herein, when, in its sole discretion, such exceptions would not be in conflict with the intended character of the property subject to this Declaration when fully developed and occupied in accordance with the developer's plans and objectives therefore.

ARTICLE XI.

The Hickory Point Property Owners Association shall use Association funds to maintain the green space areas of undeveloped lots within Hickory Point until the lot(s) has been built upon. Maintenance will consist of mowing/bush hogging all undeveloped lots a minimum of 3 times per calendar year and the frequency of mowing/bush hogging may be increased at the discretion of the Property Owners Association Board of Directors. Individual lot owners may elect to exclude their lots from maintenance by the Association with a written request to the Association Board of Directors. If a lot owner chooses to exclude a lot(s) from maintenance, the lot owner shall become responsible for maintenance of lot(s) to the same or better condition as lots maintained by the Association. If the lot has been improved (built upon), then the owners of the improved lot shall maintain their lot(s) to a neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from lot(s), or hidden from sight from the roadways.

ARTICLE XII.

The Common Area, located between Lots 73 and 74 as shown on the Recorded Plat in Cabinet B, Slides 61, 62, and 63, is for the sole use of all owners of lots within Hickory Point subdivision. The common area is to be used to store boats, RVs, personal watercraft and boat trailers. Camping is prohibited within the common area. The covered boat storage area shall be used on a first come, first served basis and a rotating use schedule shall be implemented by the Hickory Point Property Owners Association's Board of Directors, if necessary.

ARTICLE XIII.

The property which lies between the lake side property line of Lots and Lake Cumberland is owned by the U.S. Army Corp. of Engineers, and said property is designated as an area to be undisturbed and shall be left and continued in such condition as complies with the pre-existing condition and neither the Association nor any owner, including owners of lake view lots, shall take any action contrary to such preserved status.

ARTICLE XIV.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended to successive periods of Ten (10) years unless, by vote of a majority of the then owners of the Lots described herein, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning Lots described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent it, her, him or them from so doing to recover damages or other dues for such violation.

ARTICLE XV.

Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE XVI.

No commercial timbering will be permitted upon any Lot. Clearing for home sites will be permitted. However, no more than twenty-five (25%) percent of any Lot may be

cleared without prior approval of the Hickory Point Property Owners Association Board of Directors.

ARTICLE XVII.

Ballot votes shall be mailed to all Hickory Point Property Owners using a deadline date for return votes. The Board shall predetermine this date. All ballots received with a postage cancellation date by the deadline date will determine the outcome by a fifty-one (51%) percent majority of the ballot vote.

In witness, whereof, HPPOA has caused this instrument to be executed by its president, all by authority of its Board of Directors this 26th day of June, 2021.

By: _____
Barbara Wheeler, President

Witnessed this ____ day of _____, ____ in the presence of
_____.

Notary Public

This document has been prepared at the direction of the HPPOA Board by the HPPOA president.

Barbara Wheeler, President
225 S. Ashland Ave., Lexington, KY 40502

Witnessed this ____ day of _____, ____ in the presence of
_____.

Notary Public

* Official copies are on file at the Wayne County Clerks Office



Hickory Point Property Owners Association



ENFORCEABLE STANDARDS INFORMATION

At times, the Board may become aware of violations of the Declaration of Reservation and Restrictive Covenants and/or Building Standards. This may be brought to their attention by other lot owners or by their own observations. Written signed complaints from HPPOA members alleging a violation will be investigated by the Board. Upon completion of its investigation, the Board will take the appropriate action, if necessary. Some of these actions are written in the Overview of Enforceable Standards.

If the Board believes the violation exists, it will issue a Cease and Desist notice to the lot owner. This notice initiates the commencement of the formal enforcement proceedings. If the violation is not cured within 10 days or contact has not been made with a Board member concerning this, a Violation notice is sent. An appeal of this Violation notice must be received by the Board within 10 days. If the owner does not exercise their right to appeal, they are expected to pay the fine/penalty. A Decision notice indicates further actions that may be taken.

The Board may impose monetary fines (as well as enforcement and collection costs) for violations and/or Defaults. Fines are treated in the same manner as assessments and may be collected through the lien process applicable to the collection of assessments.

The HPPOA is entitled to recover all costs it incurs exercising any of its rights under the Association, including seeking correction of default and/or violations of the rules and standards. These costs include, but are not limited to administrative costs, attorney fees and court costs which are incurred by HPPOA in the course of enforcing rules and standards.

This document provides a quick guide for Enforceable Standards reference. Please review the actual document for full details or contact a Board member.



Violations typically occur in the following situations and should be avoided.

1. Dues have not been paid and/or another calendar year is beginning without payment.
2. Either no application was submitted or non-approved work is underway on a lot.
3. Rental or subletting of property is less than six months.

4. Non-approved signs are placed on a lot, or placement is for a duration longer than what is permitted.
5. Pet violations that may include un-attended or un-leashed animals off property or housing issues.
6. Lot is being used for prohibited actions.
7. After notice has been given, items are located on a lot that hinders bush hogging/mowing.
8. Stumps, brush piles, high grass or debris causing a lot to be unsightly.
9. Inappropriate or unregistered items stored in the Common Lot.
10. Failure to comply with other covenant rules.

Overview of Enforceable Standards

January 1, 2019

Hickory Point Property Owners Association

Monticello, KY

As stated in Article II of the declaration of Reservations and Restrictive Covenants for Hickory Point Property Owners Association, lot owners are subjected to enforceable standards of improvement and development. Standards enforcement shall be maintained by the following procedure.

1. A lot owner must state in writing to the Board any violation that they wish to complain about. The letter must state specific details, including the date, approximate time of the violation and a brief description of the violation. This shall be mailed to the HPPOA President.
2. If deemed a violation by the Board, a "Cease and Desist" warning notice will be sent to the alleged violator. This notice will include a) a description of the violation, b) the action required, c) a deadline for compliance, d) any enforcement fines/penalties applicable. Applicable fines/penalties are described below.
3. Should the violation persist past a 10 day grace period (or no contact be made to the Board concerning the matter), a "Violation Notice" which will impose the fine/penalty and a statement describing the violators right to appeal shall be sent.
4. If the alleged violator appeals, a Board meeting will be set for the appeal review. If the alleged violator does not exercise their right to appeal within 10 days, they are expected to accept the fine/penalty.
5. A final "Decision Notice" shall be sent.
6. Fines assessed in the "Decision Notice" shall be paid as soon as possible (to avoid further fines). If fines remain unpaid at the end of the year, an additional fine will be assessed.

TYPE OF VIOLATION	Decision Notice Fine	Added fine (after Decision Notice)
<u>Article II</u> : Failure to pay fine within year assessed	\$50	\$50/each additional delinquent month
<u>Article III</u> : Architectural/landscape violation (from approved application)	\$25	\$25/each additional non-compliant month
<u>Article III</u> : Architectural/landscape violation (non-approved)	\$50	\$50/each additional month w/o approved application
<u>Article III</u> : Rental violation (length or subletting)	\$50	\$50/each additional non-compliant month
<u>Article III/IV</u> : Rental/business sign violation	\$25	\$25/each additional non-

		compliant month
<u>Article III: Housing animal violation (horses and household pets excluded)</u>	\$25	\$25/each additional non-compliant month
<u>Article III: Pet violation</u>	\$25/violation	
<u>Article IV: Trade/commerce violation</u>	\$25	\$25/each additional non-compliant month
<u>Article VI: Easement violation</u>	\$25	\$25/each additional non-compliant month
<u>Article VII: Camping violation</u>	\$25	\$25/each additional non-compliant month
<u>Article VIII: Hunting violation</u>	\$25	\$25/each additional non-compliant month
<u>Article IX: Dues violation; late fees</u>	\$25/month, lien placed after 120 days	
<u>Article X: Failure to submit application for new construction/exterior change</u>	\$50	
<u>Article XI: Hindrance to bush hogging/mowing</u>	\$25	\$25/each additional non-compliant month
<u>Article XI: Stumps/brush piles/debris violation</u>	\$25	\$25/each additional non-compliant month
<u>Article XII: Common lot violation</u>	\$25	\$25/each additional non-compliant month
<u>Article XVI: Timber violation</u>	\$300/violation	



Hickory Point Property Owners Association



BUILDING INFORMATION

A framework of rules and standards has been established by the developer and carried on by HPPOA to beautify and preserve the character of your community. These rules and standards provide you with guidelines for a wide variety of options of improving and maintaining your property. The rules and standards are binding upon, and apply to, all properties, owners and residents in the Hickory Point Community.

Hickory Point has been designed to incorporate greenbelts (owned by the Army Corps of Engineers) and to be an open space community emphasizing the natural beauty of the area. Views from the streets surrounding Hickory Point and the streets in Hickory Point are of prime importance. These criteria impact all decisions, including but not limited to those concerning home design, materials, outbuildings, pools and placement selections. Following the rules and standards is a requirement and thus enhances the value of your home and the Hickory Point Community as a whole.

While some requirements are contained in the Declaration of Reservation and Restrictive Covenants, the Building Standards further govern construction changes and approvals to your home or some areas of your property and the property uses. The rules and standards set out herein are the ones currently in effect for the Hickory Point Community. They may be modified and expanded from time to time. Please visit the website www.hickorypoint.org or contact the HPPOA President to ensure you have the most current copy of the rules and standards.

The rules and standards apply throughout the entire Hickory Point Community. No improvements shall be erected, placed, altered, maintained or permitted to remain on any Lot, nor shall any construction be commenced thereon until plans for such improvements have been approved by the ACC⁸³.

All communications and submittals shall be addressed to the president of HPPOA or emailed to www.hickorypointboard1@gmail.com The minimum paperwork to be included for submission includes but is not limited to:

- Signed Application for New Construction, Exterior Change to Existing Buildings or Other Property Changes
- Signed Contractors Application

⁸³ Declaration of Reservation and restrictive Covenants, Article X

- Plan for Home/garage/outbuilding etc to include dimensions, square footage for each floor, elevation drawings and roofing details
- Plot plan showing location of proposed work with easements
- Pool liability waiver (when applicable)

The ACC carefully considers each application of work according to the guidelines set forth in the HPPOA documents. The ACC shall reply in writing to all plan submittals within thirty (30) days of receipt hereof. If the ACC fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered, it shall be presumed that said plans and specifications have been approved.⁸⁴

This document provides a quick guide for reference. Please review the actual document for full details or contact a Board member.



There are a requirements for a single family dwelling built on lots within Hickory Point; no less than 1,400 square feet for any one-story structure, or no less than 1,800 square feet for a two-story structure⁸⁵. Building type must be a permanent on-site quality construction structure composed of log, brick, stone, traditional frame or composite materials. Non-traditional structures (i.e., any barn-style structure used for residential purposes, barndos, barndominium etc) are strictly prohibited. If vinyl or aluminum are used, it must not be more than 50% of the structures exterior surface. Roof pitch must be a minimum of 6/12. Any exposed concrete or block must be covered with stucco, rock or another material acceptable to the ACC⁸⁶. No mobile, modular or system built homes are permitted in the Hickory Point Community⁸⁷. Once construction has begun on the said dwelling, all exterior construction must be completed within one (1) year of commencement of construction⁸⁸. Exterior modifications started and remaining unfinished for an extended period of time are visually unattractive and create safety hazards. The ACC will disapprove any proposal with an unreasonable estimated completion date for the scope of the change proposed. Similarly, failure to complete the modifications within the time parameters originally set forth in the application may result in the cancellation of approval of and/or penalties.⁸⁹

All detached garages must bear the same construction and exterior materials as the adjacent home⁹⁰.

No more than one outbuilding can be constructed on any lot⁹¹. It can not be constructed more than one (1) year prior to construction of the main residence⁹². This building must be

⁸⁴ Declaration of Reservation and restrictive Covenants, Article X

⁸⁵ Declaration of Reservation and Restrictive Covenants, Article III

⁸⁶ Building Standards

⁸⁷ Declaration of Reservation and restrictive Covenants, Article III

⁸⁸ Building Standards

⁸⁹ Enforceable Standards

⁹⁰ Building Standards

⁹¹ Declaration of Reservation and restrictive Covenants, Article III

⁹² Declaration of Reservation and restrictive Covenants, Article I

enclosed on at least three (3) sides and have a door which would thus provide all four sides of the building. The roof must be 6/12 roofing pitch⁹³.

No structure other than a fence may be built within fifteen (15) feet of any property line⁹⁴. No bare wire or electric fences are permitted along the road access⁹⁵.

Basic designs for external parking, access and enclosures of external equipment must be submitted to the ACC in a rough drawing or writing⁹⁶.

Swimming pools are any structure intended for swimming or recreational bathing that contains water more than 24 inches deep. In order to protect against potential drowning or near drowning, a swimming pool (including in-ground, above-ground, or on-ground pool, hot tub or spa) shall be surrounded by a barrier. Swimming pools shall not encroach on any front or side yard and must be 15 feet from the property line. All sides of above-ground and on-ground pools must be covered by a permanent structure, concealed by closely planted evergreen landscaping or closely enclosed fencing all of which obstructs the view of the sides of the pool and are pool height or greater. This shall be compatible with the appearance of the home. A HPPOA liability waiver must be submitted with application.^{97,98}

Solar power systems must be installed and used solely for residential energy purposes by the lot owner.⁹⁹ Systems shall be installed so as to minimize visibility of all components when viewed from ground-level in areas open to common or public access i.e., street frontage. Solar panel installations can be roof-mounted or surface-mounted. Solar systems on homes built after October 1, 2021 must be roof mounted. For homes built prior to that date, roof-mounted systems are preferred; however ground mounted systems may be approved with an exemption if increased energy efficiency, that which is not obtainable from a less visible location, is justified through documentation. Further guidelines concerning solar panel systems are in the Building Standards.

Contractors must be licensed and bonded and hold certificates of liability and workers compensation insurance of no less than one million dollars.

Contractors must provide one (1) portable toilet and a dumpster for each job site within the development. To avoid becoming a neighborhood nuisance, toilets and dumpsters should be cleaned/dumped on a regular basis. Contractors must keep the work/construction area clear of debris and excess/waste must be taken from the construction site and/or placed in a dumpster at the end of each workday. The ACC

⁹³ Declaration of Reservation and restrictive Covenants, Article III

⁹⁴ Declaration of Reservation and restrictive Covenants, Article VI

⁹⁵ Building Standards

⁹⁶ Building Standards

⁹⁷ Building Standards

⁹⁸ HPPOA Assumption of Risk, Waiver of Liability, Indemnification and Hold Harmless Agreement

⁹⁹ Building Standards

reserves the right to levy fines of \$100.00 a day on contractors who do not adequately clean the construction site and/or who do not have a functioning portable toilet¹⁰⁰.

Contractors must assume liability for all actions of contractors/subcontractors and construction vehicles that enter Hickory Point Community en route to their job site, specifically overweight vehicles that damage road surfaces and negligence of operators. Concrete trucks weight limit is five (5) yards per truck. Contractors will also be held liable for any cut, break or damage to underground utility caused by negligence¹⁰¹.

¹⁰⁰ Building Standards

¹⁰¹ Building Standards

BUILDING STANDARDS

August 2, 2022

Hickory Point Property Owners Association

Monticello, KY

Hickory Point has been designed to incorporate lakefront greenbelts (owned by the Army Corps of Engineers) into an open space community emphasizing the beauty of the area. Views from the streets surrounding Hickory Point and the streets in Hickory Point are of prime importance. To preserve the natural qualities of the area, as stated in Article X of the declaration of Reservations and Restrictive Covenants for Hickory Point Property Owners Association, the Architectural Control Committee (ACC) will determine and enforce building standards for all property within the Hickory Point Subdivision. These criteria impact all decisions, including but not limited to those concerning home design, materials, outbuildings, pools and placement selections of such. Following the rules and standards ensures that good quality construction occurs in the development and thus enhances the value of your home and the Hickory Point Community as a whole. Each application is evaluated independently using current governing documents. Previous decisions by the ACC do not set precedence. The ACC has broad leeway when applying standards.

Consult Articles III, VI, and X of the covenants, and these standards, then use the HPPOA application form for any new construction or modification. The ACC has final authority and must issue plan approval prior to construction start. Denied applications may be resubmitted with additional justification. If again denied, the application may be submitted for vote by the full membership at the annual HPPOA meeting.

The ACC will use the following guidelines, applying judgment in unusual cases.

Building Type:

- Permanent on-site quality construction of structures composed of traditional frame, log, brick and/or stone is permitted. Non-traditional structures (i.e., any barn-style structure used for residential purposes, barndos, barndominium etc) are strictly prohibited.

Exterior:

- Concrete, block, brick, rock/stone or substantial, durable foundation material must be used. Exposed concrete or block must be covered by stucco, rock or another acceptable material before completion of structure.
- Wood, log, rock/stone, stucco, brick, composite materials and any combination is permitted. Vinyl and aluminum siding is permitted, provided it does not exceed 50% of the structures exterior surface.
- Any new materials that are approved by the Kentucky Homebuilders Association may be considered.
- Windows/doors must be of sound quality and workmanship and installed properly.
- No satellite dishes over 18 inches in diameter shall be permitted. Placement should be as hidden as possible, while still allowing good reception.

- One outbuilding or detached garage is allowed per lot and must be compatible with the appearance of the home that is on the same lot. The ACC has broad latitude in determining suitability and must be consulted in planning.
- Roof-pitch must be minimum of 6/12. This also applies to outbuildings and detached garages.
- Swimming pools are any structure intended for swimming or recreational bathing that contains water more than 24 inches deep. A swimming pool (including in-ground, above-ground, or on-ground pool, hot tub or spa) shall be surrounded by a barrier. Barriers should provide protection against potential drowning and near drowning by restricting access to the area. (contact a Board member for reference materials, Appendix I.) Swimming pools shall not encroach on any front or side yard and must be 15 feet from the property line. All sides of above-ground and on-ground pools must be covered by a permanent structure, concealed by closely planted evergreen landscaping or concealed by closely enclosed fencing all of which obstructs the view of the sides of the pool and are pool height or greater. This shall be compatible with the appearance of the home. The ACC has broad latitude in determining suitability and must be consulted in planning and approval obtained of the submitted building application prior to installation. A HPPOA pool waiver agreement must be filed with the HPPOA Board Secretary.
- Basic designs for parking and access must be submitted to ACC in rough drawing.
- No bare wire or electric fences are permitted along the road access area of a lot.
- Solar power systems must be installed and used solely for residential energy purposes by the lot owner. Systems shall be installed so as to minimize visibility of all components when viewed from ground-level in areas open to common or public access i.e., street frontage. Solar panel installations can be roof-mounted or surface-mounted. Solar systems on homes built after October 1, 2021 must be roof mounted. For homes built prior to that date*, roof-mounted systems are preferred; however ground mounted systems may be approved with an exemption if increased energy efficiency, that which is not obtainable from a less visible location, is justified through documentation.

Roof-mounted panel guidelines: Solar panels shall be an integrated part of the roof design and mounted directly to the roof deck or flush with the slope of the roof. All panels must fit within a boundary defined by the roof eaves and the roof peak. They shall not extend over any edges or the peak of the roof. Visibility of all devices and components must be minimized from public view. Raised/angled panels must be justified by increased energy efficiency. Solar panels must have an anti-reflective texture/coating; the preferred color is black. All roof-mounted equipment must match the color of the roof or the panel.

Ground-mounted panel guidelines: Solar panels shall be located behind the home (back yard). All panels must fit within the property lines, allowing for property line easement areas as required by the covenants. Visibility of devices and components must be minimized from public view, i.e. fencing, screens landscaping can be used as barriers. Solar panels must have an anti-reflective texture/coating; the preferred color is black. All ground-mounted equipment must match the color of the panel.

Solar power system applications submitted for approval must include photos (simulated okay) or drawings showing the proposed location of the system, panel layouts and the location of any inverter hardware, or other system infrastructure, which is located on the

exterior of the residence. Details concerning all material to be used and/or manufacturer's description of the system, photos and/or pictures of the system and color of the system must be provided. Photographs or manufacturer literature for proposed components can be submitted to show color and materials etc.

In accordance with Kentucky Revised Statute 381.200, changes to adjacent property should not impede or interfere with any existing solar system that has obtained a solar energy easement.

*lots 6, 8/9, 10, 11, 16, 20, 23, 28, 31, 32, 33/34, 42, 44, 45, 48, 49, 50, 53, 55, 62, 64, 66 and 76.

Contractor Responsibilities:

- Contractor must have proof of insurance; to include but not limited to transportation, workman's compensation, errors and omissions and liability insurance of no less than one million dollars.
- Contractor must be licensed and bonded.
- Contractor may be required to provide references to ACC prior to plan approval.
- Contractor must provide one (1) portable toilet for each job site within the development. The contractor must present a maintenance agreement, which allows for weekly dumping/cleaning of portable toilet.
- Contractors must have a dumpster on site for each job site. A dumpster shall remain on the job site during the entire construction period. Trash and excess/waste building materials shall be placed in dumpster at the end for each working day. The dumpster shall be emptied/replaced when the level of material reaches the top of the dumpster.
- The ACC reserves the right to levy fines of \$100 per day against contractors who do not adequately clean building site or do not have a functioning portable toilet.
- Building materials cannot be placed within road rights of way or utility easements.
- Contractor is responsible for actions of any/all subcontractors.
- Contractors/subcontractors are responsible for any cut, break or damage to underground utility caused by their negligence.

Lot Owner Responsibilities:

- Choose insured, licensed, bonded contractors.
- Present dimensioned lined drawings of proposed structure along with application to HPPOA President for ACC approval.
- Have permission of ACC before commencement of construction.
- Lot owner is responsible for agents, employees, contractors, subcontractors and assigns.
- Notify ACC for approval of any substantial deviations to plan during construction.

HICKORY POINT PROPERTY OWNERS ASSOCIATION, INC.

APPLICATION FOR NEW CONSTRUCTION, EXTERIOR CHANGE TO EXISTING BUILDINGS OR OTHER PROPERTY CHANGES

Date submitted: _____ Lot # _____

Name: _____

Current address:

Hickory Point address:

Phone number: _____

Email : _____

Attach complete detailed information as required by the covenants and/or building standards, e.g., site plan with easements, dimensions, and square footage of home, location of driveway and parking areas, contractor specifications, architectural drawings (to include all sides, elevation and roofing details), sketches, materials etc. Details must be submitted in order for complete review of application. Incomplete applications or details will result in a delay of ACC review.

Explanation of proposed project:

Total square footage: _____

first floor _____ second floor _____

Foundation: _____

Exterior wall materials: _____

Window material: _____

Door material: _____

Garage door material: _____

Deck/porch/patio material: _____

Roof material _____

Roof pitch: _____

Covering of exposed foundation/retaining walls: _____

Exterior barrier (when applicable): _____

Pool side coverings: _____

Attach a site sketch to include location of home and property line easements. Location of outbuilding/pool/driveway, parking areas, fuel/propane tank and satellite dish should also be noted (when applicable).

Proposed start date: _____

Proposed completion date: _____

General contractor: _____

Company name: _____

Owners/contractor must supply the Contractors Application and copies of the Contractors proof of Liability Insurance and current Workers Compensation Certificate.

Owner's Signature:

Application and all additional materials shall be submitted to the HPPOA President. Submission of application provides an acknowledgement that the Board shall have access if necessary to view the project to ensure compliance with application.

THIS SECTION TO BE COMPLETED BY THE HPPOA BOARD

Date application received: _____ Additional information: _____

Application and information complete:

APPROVED _____ CONDITIONAL APPROVAL* _____ DENIED** _____

*CONDITIONAL APPROVAL EXPLANANTION:

Applicant must comply with explanation within 30 days of conditional approval.

***DENIAL EXPLANANTION:

Applicant may supply a written appeal within 30 days of denial.

HPPOA President signature: _____ Date: _____

Revision: August 2018

HICKORY POINT PROPERTY OWNERS ASSOCIATION, INC.

CONTRACTORS APPLICATION AND REQUIREMENTS

All contractors must comply with the attached Building Standards and Covenants included at the end of this form. It is also the Owners responsibility to see these rules are enforced. Any violations will be subject to violation fines if not corrected as requested.

Hickory Point HOA requires current copies of the following documents:

Workers Comp Certificate

Proof of Insurance for Liability, Errors and Omissions in no less than one (1) million dollars. Cover page showing current coverage is sufficient.

Contractors Name: _____

Company Name: _____

Company Address: _____

Company Phone: _____ Fax: _____

FEDERAL ID # _____

I, as the Contractor hired to perform work and employee subcontractors that will be representing my company within the Hickory Point Property Owners Association for

Mr. and Mrs. _____

Lot # _____ acknowledge that I and all employed subcontractors must comply and follow any and all Rules/Building Standards and Covenants (attached) that are set forth.

I have read and received a copy of all Building Standards and Covenants from the Owners in which I have been employed.

Contractors Signature: _____

Lot Owners Signature: _____

THIS FORM MUST BE COMPLETE WITH SIGNATURES, CERTIFICATES AND FORMS REQUIRED AND MUST ACCOMPANY YOUR APPLICATION FOR BUILDING AND DESIGN APPROVALS. FORMS BELOW ARE TO SUBMITTED AND ACKNOWLEDGED BY YOUR CONTRACTOR/BUILDER.

**HICKORY POINT PROPERTY OWNERS ASSOCIATION, INC.
ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION
AND HOLD HARMLESS AGREEMENT**

Lot Owner's Name: _____ **Lot #** _____

For and in consideration of the undersigned Lot Owner, as identified above, on behalf of himself or herself and the invitees or others using the pool on their own premises at _____ the undersigned agrees, on behalf of himself or herself and others attending, to release **Hickory Point Property Owners Association (HPPOA)** as follows:

1. ASSUMPTION OF RISK

The undersigned understands and acknowledges the Kentucky requirements for pool and barriers is aware of the inherent risks of drowning and injury associated with use of a pool. The undersigned hereby asserts he or she knowingly assumes any and all such risks for any persons who may use the pool on their premises.

2. WAIVER OF LIABILITY

The undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions, claims or causes of action for personal injury, property damage, death, or loss of any kind whatsoever occurring to any and all persons arising as a result of use of the pool on their premises.

The undersigned does for any and all persons associated with the use of the pool on their premises, hereby release, discharge, waive and relinquish any action or cause of action, aforesaid, which may hereafter arise such use against HPPOA, its Board members, employees, or representatives, for any of said causes of action, whether the same shall arise by the negligence of any persons, or otherwise.

3. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The undersigned does for any and all persons associated with the use of their pool or premises hereby agree that in the event any claim for personal injury, property damage, or loss of any kind whatsoever shall be pursued against HPPOA, its Board members, employees, or representatives, he/she shall hold harmless and indemnify HPPOA, its Board members, employees, or representatives, from any and all claims or causes of action by whomever or wherever made or presented for personal injury, property damage, or loss of any kind whatsoever.

ACKNOWLEDGMENT

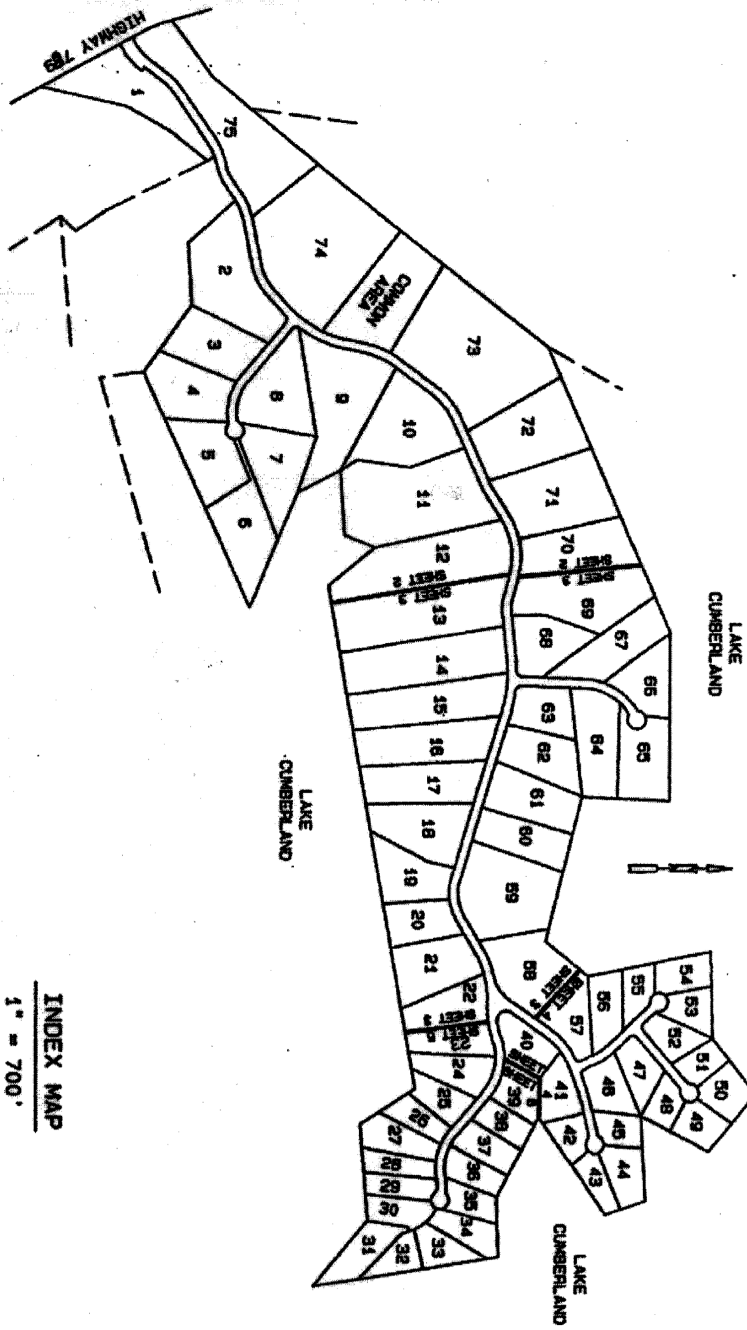
The undersigned has read the foregoing "assumption of risk", "waiver of liability", and "indemnification and hold harmless agreement", fully understands the terms, and understands that he/she is giving up certain rights, including the right to sue HPPOA, its Board members, employees, or representatives,. The undersigned acknowledges that he/she is signing the agreement freely and voluntarily and that this document is binding.

Signature of Lot Owner

Date

KLEY-HOWELL & ASSOC., P.C.
ENGINEERS - SURVEYORS - DRAINAGERS

PLAT OF SURVEY OF



INDEX MAP
1" = 700'



Hickory Point Property Owners Association



COMMON LOT INFORMATION

The Common Lot, located between lots 73 and 74, is for the sole use of Hickory Point property owners. Storage of passenger vehicles, boats, personal watercraft, trailers, campers, and RV's etc is permitted. ¹⁰²

If you are using the Common Lot for storage you must submit the Common Lot Storage Information form to the Board. All vehicles (boats, jet skis, campers, trailers, motor homes, carts, etc) must display at all times a current license plate and any stickers required by (their state of residence) State Laws and be in good operating order. Storage of items in the Common Lot should be approved in advance of use.

Currently, the Common Lot Area Storage is on a first come first serve basis. A rotating schedule may be implemented if necessary. All items cannot be stored longer than six (6) months at a time without being moved from their parking space and maintained in a reasonable fashion. Notice should be given to the HPPOA secretary if you are planning on extending your storage.

The minimum paperwork to be included for submission includes but is not limited to:

- Signed Common Lot Storage Application

HPPOA also has a tag that is to be applied to your vehicle displaying your lot number for identification at all times while within the Common Lot area. These are located in the enclosure box on the left side wall of the shelter.

HPPOA is not responsible nor do they insure any items contained within this Common Lot location. If you choose to store your personal property in the Common Lot area please understand that you assume responsibility and do so at your own risk. The Association cannot be held at risk for any theft, damage or misuse that could incur to your property while stored on the Common Lot grounds.

This document provides a quick guide for reference. Please review the actual document for full details or contact a Board member.

A Common Lot Storage Application must be filled out and sent to the HPPOA

¹⁰² Declaration of Reservation and Restrictive Covenants, Article XII

Secretary to keep on file. Please understand there are term limitations for any one (1) item to be stored within the Common Lot area without being moved. If you have more than one (1) item you must file multiple passes, one for each item stored. If the Lot is filling up and you have multiple storage spaces occupied. please be considerate of other owners who wish to use the Common Lot as well. If necessary, a rotating schedule will be implemented.

Ensure that your item is tagged once stored inside the Common Lot.

Camping in the Common Lot Area is prohibited.¹⁰³

¹⁰³ Declaration of Reservation and Restrictive Covenants, Article XII

Hickory Point Property Owners Association Common Lot Procedure

All boats, trailers, vehicles and/or other approved items stored in the Hickory Point Common Lot area must be the property of a current residence or lot owner within the Hickory Point Community.

If you choose to store your personal property in the Common Lot area please understand that you do so at your own risk. The Association cannot be held at risk for any theft, damage or misuse that could incur to your property while stored on the Common Lot grounds.

The combination for the gate entrance is available upon request from the Association President.

All items MUST be tagged with your LOT NUMBER while stored in the Common Lot area. This will help the Association Board to keep track of and easily identify whom the item(s) belong to. Tags will be located in the enclosure box located on the left side wall of the shelter within the Common Lot space.

Inside the enclosure you will find wire ties to secure the tag to your vehicle. Please place the tags so that they can be easily seen for inspection. Also there will be a pocket inside the door with Common Lot storage pass forms. These forms MUST be filled out and sent to the Association President or Secretary to keep on file. Please understand there are term limitations for any one (1) item to be stored within the Common Lot area without being moved. If you have more than one (1) item you must file multiple passes, one for each item stored. The passes are good for one (1) year from the date filed.

The Association has the right to deny any storage for any homeowner who is not current on their annual dues payment. If payment has not been made, or your vehicle is not tagged; the Association will attempt to contact you several times via phone for removal of the vehicle. If contact cannot be made after several attempts a certified letter will be mailed to the last known address of the lot owner. At this time if the vehicle still remains, the Association will contact the local police and have it towed from the site at the Owners expense.

updated June 2015

Common Lot Storage Application

Hickory Point Property Owners Association

Items which can be stored include trailers, boats, motor vehicles and carts. Other items should be described on the application with enough information to ensure acceptability for special consideration. Stored items should be in reasonable repair and capable of being moved if necessary.

This information will be held in file for the term of one (1) year. At which time you will be required to give new/current information and status of your vehicle, license etc. If at anytime within the year your information changes (including address, phone) it is your responsibility to contact the Association and advise changes.

Owners Name/Lot

Number: _____

Email

Address: _____

Contact Phone

Number: _____

Vehicle

Type: _____

Manufacturer/Year/

Model/Color: _____

License Plate or Boat

Registration: _____

Date of

Storage: _____

I certify that I am a member of the Hickory Point Property Owners Association in good standing and that I am the owner of the stored item. I agree to park any vehicle or trailer so as to not create a hazard or nuisance to other users of the common lot and to allow access for maintenance of the grounds. I accept, as a condition of use, that the Hickory Point Property Owners Association has no responsibility or liability for any item stored in the common lot or for any injury or loss incurred as a result of that use.

I accept the terms of storage and will abide by the rules stated above.

Signature _____ Date _____

Note: If demand for spaces within the common lot becomes an issue, the Association Board reserves the right to cancel use approvals based on application date in order to allow rotating access.

