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4-5-13

This Instrument Was Prepared By:
DeSha Watson, PLLC
1106 18th Avenue South
Nashville, Tennessee 37212

**AMENDMENT TO DECLARATION OF RESTRICTIONS, AMENDED RESTRICTIONS,
COVENANTS AND EASEMENTS
OF
UNION STATION**

THIS AMENDMENT is hereby made and entered into this 26th day of March, 2013, by CB&S Bank, an Alabama Corporation having a principal office of 200 Jackson Street South, Russellville, Alabama, 35653.

WITNESSETH:

WHEREAS, Parker Brothers LLC, by Deed of Trust dated January 29, 2008, of record in Book TD 682, Page 403, Instrument No. 08000648, and Deed of Trust dated July 23, 2009, of record in Book TD 720, Page 43, Instrument No. 09004493, in the Register's Office for Bedford County, Tennessee (the aforementioned shall hereinafter be referred to as the "Deeds of Trust") conveyed certain real property to secure the payment of certain Promissory Notes (the "Notes") described in the Deeds of Trust; and

WHEREAS, default was made in the payment of the Notes by Parker Brothers, LLC; and

WHEREAS, CB&S Bank demanded that the Successor Trustee under the Deeds of Trust foreclose same; and

WHEREAS, the Successor Trustee advertised the encumbered real property for sale in accordance with the terms and provisions of the Deeds of Trust, notices of the time and place of said sale having been published in the *Shelbyville Times Gazette* on February 3, 2013, February 10, 2013, and February 17, 2013; and

WHEREAS, the Successor Trustee, as required by the terms of the Deeds of Trust, offered said property for sale to the highest bidder for cash, at public outcry, at the front door of the Bedford County Courthouse in Shelbyville, Tennessee on Wednesday, February 27, 2013, and that CB&S Bank, being the highest and best bidder thereof, became the purchaser of said real property.

4-5-13
DeSha Watson
DR

WHEREAS, by Successor Trustee's Deeds of record in Book D314, Page 582-586, Instrument No. 13001384, and of record in Book D314, Page 587-590, Instrument No. 13001385, in the Register's Office for Bedford County, Tennessee, ownership of the real property was transferred to CB&S Bank; and

WHEREAS, CB&S Bank, now constituting the owner of more than fifty-one percent (51%) of the subject real property (hereinafter "Union Station") seeks to amend the Declaration of Restrictions, Amended Restrictions, Covenants and Easements (hereinafter the "Declaration") in place upon Union Station of record in Book D293, Page 104 - 173, Instrument No. 08008821, to remove and replace Parker Brothers, LLC as "Community Founder" thereunder;

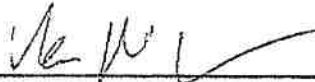
NOW, THEREFORE, said Declaration is amended as follows:

ARTICLE I, Section 1.42, Community Founder, shall be deleted in its entirety and replaced with the following provision:

Community Founder: The term "Community Founder" means CB&S Bank, an Alabama corporation, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 26th day of March, 2013.

CB&SBANK

By: 

Print Name: Van Morgan, Jr.

Title: Senior VP

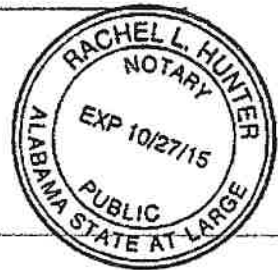
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF Haudersdal AL)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within-named Van Morgan, Jr., on behalf of CB&S Bank, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at April 10:04 am this 1 day of April, 2013.

Rachel L. Hunter
Notary Public
My Commission Expires: _____



BK/PG: D314/880-882
13001757

3 PGS : AL - AMENDED RESTRICTIONS	
DARLENE BATCH: 51894	
04/06/2013 - 10:06 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, BEDFORD COUNTY
JOHN H REED JR
REGISTER OF DEEDS

1919

Mr. [Name]

123 Main Street

Dear Sir:

(1919)

Very truly yours,
[Signature]



Faint text at the bottom of the page, possibly a return address or additional notes.

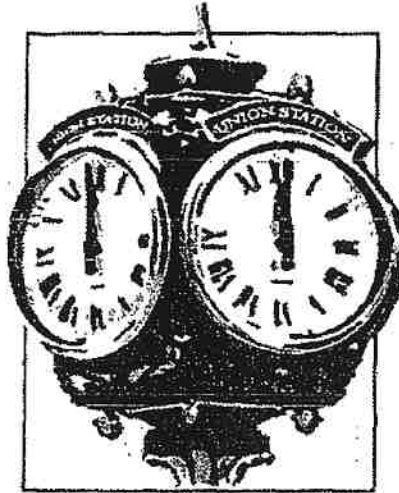
BK/PG: D293/104-173

08008821

70 PGS - AL - RESTRICTIONS	
12/12/2008 - 03:40 PM	
VALUE	0.00
MTG TAX	0.00
TRN TAX	0.00
REG FEE	350.00
DP FEE	2.00
REG FEE	0.00
TOTAL	352.00

STATE OF TENNESSEE, BEDFORD COUNTY
JOHN H REED JR
REGISTER OF DEEDS

UNION STATION
A TRADITIONAL COMMUNITY



UNION
S T A T I O N

"A Parker Brothers Community"

**DECLARATION OF
RESTRICTIONS, AMENDED RESTRICTIONS, COVENANTS AND EASEMENTS**

INSTRUMENT PREPARED BY:
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SHELBYVILLE, TN 37162
(931) 684-4611

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UNION STATION

DECLARATION

OF

AMENDED RESTRICTIONS, COVENANTS AND EASEMENTS

PARKER BROTHERS, LLC, a Tennessee limited liability company, makes this Declaration of Amended Restrictions, Covenants and Easements as of the 12th day of December, 2008.

STATEMENT OF PURPOSE

The Community Founder, as hereinafter defined, has developed the first portions of a community with elements of a traditional neighborhood development upon certain real property situated in Shelbyville, Bedford County, Tennessee, ~~which has been platted and is shown on those certain subdivision plats recorded previously in the Office of the Register of Deeds for Bedford County, Tennessee, which are more particularly described in Exhibit A attached hereto and incorporated herein by reference (collectively the "Initial Plat").~~

A traditional neighborhood development is intended to establish pedestrian-friendly communities through the use of a variety of lot widths, smaller lot sizes, narrower, tree-lined streets, sidewalks or walking trails, and rear access to some homes through the use of alleys. Unlike typical suburbs, which separate homes from businesses and force dependence on the automobile, Union Station has been designed to mix commercial and residential uses in a way which provides the essentials of life and enlivens the interaction of the community when fully developed.

Detailed development guidelines, to be known as the Union Station Design Code, will regulate setbacks, porches, outbuildings, building materials, building types, building heights and other matters essential for the creation of outdoor and civic spaces. The Union Station Design Code, as hereinafter defined, is being established by the Community Founder for all of Union Station and is intended to incorporate the additional requirements of the various governmental agencies having jurisdiction over Union Station.

The Community Founder desires to subject Union Station, as hereinafter defined, to all of the terms and provisions of this Declaration. Contemporaneously herewith, the Community Founder has established the Association, as hereinafter defined, which will enforce certain of the covenants and restrictions contained in this Declaration and the Rules and Regulations, as hereinafter defined and will provide for the maintenance of the Common Areas, as hereinafter defined.

DECLARATION

The Community Founder, who is the owner of certain portions of the real property which comprises the Initial Plat as shown in Exhibit A, hereby submits all such real property to this Declaration of Amended Restrictions, Covenants and Easements. Those portions of real estate on the Initial Plat that are not currently owned by the Community Founder as designated in Exhibit A are subject to the Restrictions previously recorded, and those Restrictions are hereby amended in accordance with the requirements and are subject to the Restrictions and Covenants contained herein. The Community Founder hereby declares that all of the real property shown on the Initial Plat shall be held, sold and conveyed subject to the covenants, conditions, restrictions, assessments, charges, liens and regulations of this Declaration, and all real property on the Initial Plat currently owned by the Community Founder is subject to the easements of this Declaration, for those which shall run with the land and shall be binding on all parties having any right, title or interest in all of any part of Union Station as hereinafter defined, and their respective heirs, successors and assigns.

ARTICLE I: DEFINITIONS

THE FOLLOWING DEFINITIONS APPLY WHENEVER THE CAPITALIZED TERMS SET FORTH BELOW APPEAR IN THIS DECLARATION. ADDITIONAL TERMS WHICH APPLY ONLY TO ONE ARTICLE ARE DEFINED THE FIRST TIME THEY APPEAR. THE MEANINGS SET FORTH BELOW SHALL BE APPLICABLE TO BOTH THE SINGULAR AND PLURAL FORMS AND TENSES OF THE FOLLOWING DEFINITIONS.

- 1.01 **Additional Property:** The term Additional Property shall mean and refer to any real property ~~(and any improvements thereto) lying adjacent to or in close proximity with Union Station (but~~ which does not presently comprise any part of Union Station) which the Community Founder may from time to time submit and add to the provisions of this Declaration pursuant to the provisions of Section 2.03 of this Declaration. The Additional Property may also include additional Common Areas.
- 1.02 **Affiliate:** The term Affiliate shall mean, as to any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate, or other entity or organization (collectively a "Person"), any other Person which, directly or indirectly, is in common control of, is controlled by, or is under direct or indirect common control with, such Person, and, if such Person is an individual, any member of the immediate family of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person which is controlled by any such member or trust. As used herein, the term "control" (and like terms) when used with respect to any Person, means the direct or indirect beneficial ownership of more than five per cent (5%) of the outstanding voting securities or voting equity of such Person or possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities or by contract or otherwise.
- 1.03 **Articles:** The term Articles means the Articles of Incorporation of the Association, as the same may be amended from time to time.
- 1.04 **Assessments:** The term Assessments means collectively, the following Association charges:

- (a) **General Assessment:** The term General Assessment means the amount payable each year by the Owner of each Parcel (unless such Owner of such Parcel is exempted from such payment by the terms of this Declaration) to meet the Association's annual budgeted Common Expenses pursuant to the provisions of Section 8.03 hereof.
- (b) **Individual Parcel Assessment:** The term Individual Parcel Assessment means a charge made to a particular Owner for charges relating only to that Owner or such Owner's Parcel, as provided in Section 8.05 hereof.
- (c) **Special Assessment:** The term Special Assessment means a charge to the Owner and (unless such Owner of such Parcel is exempted from such payment by the terms of this Declaration) for capital improvements or emergency expenses, in accordance with the provisions of Section 8.04 hereof.
- 1.05 **Association:** The term Association means the Union Station Community Association, Inc., a Tennessee nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Common Areas within Union Station and enforcing this Declaration.
- 1.06 **Board:** The Board means the Board of Directors of the Association and their duly elected successors, as provided in the Bylaws.
- ~~1.07 **Bylaws:** The term Bylaws means the Bylaws of the Association, as the same may be amended from time to time.~~
- 1.08 **Building:** The term Building shall mean and refer to any and all Dwelling Units, all garages, garage apartments, buildings (including, without limitations, all commercial, retail, civic, governmental, office and other buildings or structures), outbuildings and attached buildings or structures constructed, installed, erected, placed or maintained on any Lot or Parcel.
- 1.09 **Combined Residential Areas:** The term Combined Residential Areas means and includes all Multi-Family Areas and all Single-Family Residential Areas.
- 1.10 **Commercial Areas:** The term Commercial Areas shall mean and refer to those areas within the Storefront Loft Condo Districts of Union Station, as shown on the Master Plan, which are designated for use primarily for retail, office and commercial uses, hotels, lodging, Dwelling Units, fire and police stations, churches and other office, civic and commercial uses. Except for Dwelling Units situated within the aforesaid Districts, none of the Commercial Areas shall be subject to any General Assessments or Special Assessments.
- 1.11 **Common Roads:** The term Common Roads means the public or private streets, alleys and alleyways and the right-of-ways for the same located within Union Station, which are intended for automobile traffic; any Common Roads not dedicated to the public shall be part of the Common Areas.

- 1.12 **Common Expenses:** The term Common Expenses is defined in Section 7.02 below.
- 1.13 **Common Areas:** The term Common Areas means any real property within Union Station designated as common areas or commons on the initial Plat (or any subsequent plat for any Additional Property added by the Community Founder to this Declaration), or specifically conveyed to the Association by the Community Founder. In addition to the foregoing, Common Areas shall also mean and include (regardless of whether legal title to the same has been transferred and conveyed to the Association) (a) all of the Common Roads shown on any subdivision plats for any portion of Union Station (to the extent that the same have not been dedicated to or are not being maintained by any Governmental Authority), (b) all Buildings and personal property utilized by the Association in connection with the performance of any of the duties and obligations of the Association, or provided for the common use and enjoyment of all Owners, (c) all signage, street lamps, lighting, walkways, sidewalks, paths, bicycle and jogging paths and lanes, walls, fences, landscaping and landscaped or other areas immediately adjacent to any of the Common Roads (other than any such areas (i) located on or within the boundary lines of any Lot, (ii) which have been dedicated to and are being maintained by any Governmental Authority or (iii) located solely within any of the Commercial Areas which do not contain Dwelling Units), (d) all lakes, water features, storm drains and sewers, drainage and/or watershed protection or retention or detention ponds, basins or other areas and facilities located within Union Station (other than such areas located solely within the boundary lines of any Lot or which are maintained by any Governmental Authority), (e) all utility lines, pipes, ducts, conduits, equipment, machinery and other apparatus and appurtenances which serve any of the Common Areas (which are not owned or maintained by any public or private utility providers), (f) all maintenance areas and parking areas (whether temporary or permanent, as designated by the Community Founder from time to time) within any portion of Union Station (other than such areas located solely within the boundary lines of an Lot or situated within any of the Commercial Areas) and (g) any and all parks, nature trails and all other recreational and facilities, areas and Improvements within or lying outside the boundaries of Union Station, which are designated by the Community Founder or the Association as Common Areas from time to time. The designation of any land and/or Improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment or any other rights, licenses or benefits therein or to the use thereof. The Common Areas may include areas dedicated to the public, to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property.
- 1.14 **Condominium Unit:** The term Condominium Unit means and refers to a residential condominium unit built within Union Station for single-family residential uses.
- 1.15 **Declaration:** The Declaration means this Declaration of Restrictions, Covenants and Easements for Union Station, together with any amendments thereto.
- 1.16 **Districts:** The term Districts means and refers collectively to all of the land use districts which have been established for Union Station under the Master Plan (as the same may be amended from time to time.) As of the date of this Declaration, Union Station consists of Storefront Loft Condo Districts, Traditional Brick District, Craftsman Bungalow District, New Orleans Row Home District, and Stone and Brick District; however, the Community Founder has the right to delete designated Districts and to adopt additional or new District classifications for Union Station as provided in this Declaration.

- 1.17 **Dwelling Unit:** The term *Dwelling Unit* means and refers collectively to any Single-Family Residential Unit, Condominium Unit, Live/Work Unit and Multi-Family Unit.
- 1.18 **Governmental Authority:** The term *Governmental Authority* means any and all city, county, state and federal government or quasi-government agencies, bureaus, departments, divisions or regulatory authorities having jurisdictions over any portion of Union Station.
- 1.19 **Governmental Regulations:** The term *Governmental Regulations* means all statutes, ordinances, codes, laws, permits, legislation, rules, regulations, requirements and rulings of any Governmental Authority.
- 1.20 **Improvements:** The term *Improvements* shall mean and to any and all Buildings, structures, improvements or devices constructed, erected, placed or maintained upon any Parcel including, without limitation, all Buildings, structures, sheds, foundations, covered patios, weather vanes, underground utilities and sewer systems, roads, driveways, walkways, paving, curbing, parking areas, swimming pools, tennis courts, treehouses, playhouses, swingsets, trees, shrubbery, landscaping, fences, screening, walls, signs and any appurtenance, personal property or devices installed, erected, constructed, attached, placed or maintained on the exterior of any Building. The term *Improvements* shall also mean any grading, excavation or fill work undertaken on any Parcel and shall include the planting and removal of plants, trees or other landscaping materials; provided, however, that notwithstanding the foregoing, the removal of dead or diseased trees, shrubbery or other plant life or material, the planting of additional trees, shrubbery, flowers, plant life or other plant material on a Parcel following the installation of the initial landscaping for such Parcel (as approved by the Union Station Design Review Board) shall not be deemed to be "Improvements."
- 1.21 **Live/Work Units:** The term *Live/Work Units* means any Parcels which are used for both single-family Residential uses and for commercial or professional office building or retail uses and are situated within any Districts as authorized by the Master plan.
- 1.22 **Lot:** The term *Lot* means a parcel of land within Union Station upon which it is intended that a Building or Buildings may be constructed; provided, however, that no portions of the Common Areas shall be considered Lots. Generally, Lots are designated as numbered or lettered, separately identifiable Parcels on subdivision plats of Union Station recorded in the Register's Office, but may include Lots which are unplatted and which are described by metes and bounds legal descriptions.
- 1.23 **Master Plan:** The term *Master Plan* means the initial plan for the development of the Master Plan Area and is part of the Union Station Design Code, which is subject to modification from time to time as provided in Section 4.01 below.
- 1.24 **Master Plan Area:** The term *Master Plan Area* means that real property shown on the Master Plan which the Community Founder intends for development as a single, unified traditional neighborhood development; provided, however, that in no event shall the Community Founder be obligated to submit any of the Master Plan Area other than that real property shown on the Initial Plat to the terms and provisions of this Declaration or to otherwise impose any of the covenants,

conditions or restrictions set forth in this Declaration upon any real property owned by the Community Founder, whether the same be part of the Master Plan Area or other real property owned by the Community Founder situated adjacent to or in close proximity with that real property shown on the Initial Plat. The Community Founder may (but without any obligation) submit the Master Plan Area, in phases, to this Declaration or may in the Community Founder's sole discretion, submit portions of the Master Plan Area, such as the primarily commercial portions, to a separate declaration.

- 1.25 **Mortgage:** The term Mortgage shall mean and refer to any mortgage, deed of trust or other security device encumbering any Lot or Parcel or any interest therein, which shall have been duly and properly recorded in the Register's Office.
- 1.26 **Mortgagee:** The term Mortgagee means any institutional lender, which holds a bona fide first Mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, mortgage lending company, an insurance company, and the Federal National Mortgage Association and similar agencies.
- 1.27 **Multi-Family Areas:** The term Multi-Family Areas shall mean and refer to any areas within Union Station, which pursuant to the Master Plan are designed for development and used primarily for Multi-Family Units.
- 1.28 **Multi-Family Units:** The term Multi-Family Units means any apartment or multi-family residential dwelling unit and shall include all assisted living and nursing home units; provided, however, that a Multi-Family Unit shall not include (a) Condominium Units, Live/Work Units or (b) hotels, motels and similar forms of lodging.
-
- 1.29 **Occupant:** The term Occupant means and includes any family members, guests, tenants, agents, servants, employees, and invitees of any Owner and their respective family members, guests, tenants, agents, servants, employees, invitees and any other person who occupies or uses any Building within Union Station. All actions or omissions of any Occupant are and shall be deemed the action or omission of the Owner of such Dwelling Unit.
- 1.30 **Owner:** The term Owner means the record owner, whether one or more persons or entities of the fee simple title to any Parcel. Owners shall not include those having such interest merely as security for the performance of an obligation.
- 1.31 **Parcel:** The term Parcel means the smallest piece of real property within Union Station, which may be separately conveyed. A Parcel may be a Lot, a Special Use Parcel or a Condominium Unit.
- 1.32 **Register's Office:** The term Register's Office means the Office of the Register of Deeds for Bedford County, Tennessee, and any successor thereto which serves as the official public registry for the public recording of real estate documents affecting real property situated in Bedford County, Tennessee.
- 1.33 **Union Station:** The term Union Station means the real property shown on the Initial Plat for Union Station, as described on the first page of this Declaration, together with an Additional

Property added to the terms and provisions of the Declaration in accordance with Section 2.03 hereof.

1.34 **Union Station Design Code:** The term Union Station Design Code shall mean and refer collectively to the following (and any and all amendments thereto as may be made from time to time by the Community Founder):

- (a) The Regulating Plan for Union Station (which includes the Master Plan);
- (b) The Urban Standards for Union Station;
- (e) Landscaping Standards for Union Station;
- (d) Street Standards (also known as Thoroughfare Standards) for Union Station; and
- (e) Conduit and Wiring Standards for Union Station.

The Union Station Design Code does not need to be recorded to be effective, but shall be available from the Union Station Design Review Board. By this reference, the Union Station Design Code, as the same may be amended from time to time, is incorporated into and made a part of this Declaration. The Union Station Design Code is subject to amendment and modification in the manner set forth in Section 4.01(b) hereof.

1.35 **Union Station Design Review Board:** The term "Union Station Design Review Board" means the panel established pursuant to Section 4.02 hereof to administer the Union Station Design Code.

1.36 **Union Station Builders Guild:** The term Union Station Builders Guild means those persons identified from time to time by the Union Station Design Review Board who are engaged in the business of constructing Buildings for resale and who apply for and are admitted to the Union Station Builders Guild by the Union Station Design Review Board, making them eligible to purchase lots and build Buildings in Union Station for resale, so long as such persons remain participants in good standing in the Union Station Builders Guild.

1.37 **Rules and Regulations:** The term Rules and Regulations means and refers to the Rules and Regulations of Union Station adopted by the Board from time to time, which Rules and Regulations are incorporated into and form a part of this Declaration as provided in Section 9.04 below.

1.38 **Single Family Residential Area:** The term Single Family Residential Area shall mean and refer to any and all areas within Union Station which are developed for single-family Residential Lots, Condominium Units, and live/work Units.

1.39 **Single Family Residential Lot:** The term Single Family Residential Lot means any Lot within Union Station upon which a Single-Family Residential Unit may be constructed as authorized by the Master Plan.

1.40 **Single family Residential Unit:** The term Single Family Residential Unit means an individual dwelling unit and shall include both attached and detached single-family residential dwelling units, townhouses and other attached dwellings intended primarily for single-family residential dwelling purposes. Hotels, motels and similar forms of lodging do not constitute Residential Units.

- 1.41 **Special Use Parcel:** The term Special Use Parcel means a Parcel of unconventional size, shape, location, or use, which calls for special design and use considerations. Typically, a Special Use Parcel will be used for community or recreation facilities, Common Areas, schools, churches, fire and police stations, communications service office or service center, libraries and other governmental buildings or structures, as designated from time to time by the Community Founder, the Union Station Design Review Board or the Association pursuant to Section 6.02(i) below. Special Use Parcels are not subject to General Assessments or Special Assessments (but are subject to Individual Parcel Assessments) and are not entitled to any voting rights in the Association.
- 1.42 **Community Founder:** The term "Community Founder" means Parker Brothers, LLC, a Tennessee limited liability company, its successors and assigns.
- 1.43 **Turnover Date:** The term Turnover Date means the earlier of (a) the date on which neither the Community Founder nor any Affiliate thereof owns any Parcel within Union Station or (b) the date on which the Community Founder elects, in its sole and absolute discretion, to relinquish (i) all rights to appoint and remove members of the Board pursuant to this Declaration and the Bylaws and (ii) all voting rights in the Association reserved to the Community Founder pursuant to this Declaration and the Bylaws.

ARTICLE II: PROPERTY COMPRISING UNION STATION AND DEVELOPMENT OF UNION STATION

THIS ARTICLE DESCRIBES THE REAL PROPERTY OF WHICH UNION STATION WILL INITIALLY BE COMPRISED AND PROVIDES THE METHOD BY WHICH ADDITIONAL PROPERTY MAY BE ADDED TO UNION STATION. IN ADDITION, EASEMENTS ARE BEING CREATED OVER AND UPON CERTAIN LOTS AND PARCELS THAT ARE NOW OWNED BY THE COMMUNITY FOUNDER FOR THE BENEFIT OF THE COMMUNITY FOUNDER AND THE ASSOCIATION, AS WELL AS FOR ALL OWNERS.

- 2.01 **Initial Property:** The real property which shall be held, transferred, conveyed and occupied subject to this Declaration consists initially of that real property described and shown on the Initial Plat. Certain Initial Property, which is no longer owned by the Community Founder, shall not be subject to the easements contained in this Declaration, but shall be subject to all other easements previously granted, and shall be subject all other provisions of this Declaration.
- 2.02 **Master Plan Area:** The property which comprises the Master Plan Area is intended for development as a single, unified neighborhood development, which may include residential mixed-use and commercial properties. However, the Community Founder has reserved the right pursuant to Section 4.01(b) hereof to modify and change the Master Plan from time to time, and there are no assurances that the Master Plan Area (other than the real property shown on the Initial Plat) will be part of Union Station or subjected to this Declaration. Portions of the Master Plan Area which are primarily commercial may be submitted to this Declaration in accordance with Section 2.03 below or may be submitted to a separate declaration and maintained by a separate association or other entity.

2.03 **Annexation of Additional Property:** The Community Founder reserves the right, in its sole and absolute discretion, at any time, and from time to time during the term of this Declaration (either before or after the Turnover Date), to add, annex and submit any Additional Property to the terms and provisions of this Declaration. The Additional Property may include any of the property which comprises part of the Master Plan Area or any other real property owned by the Community Founder or by any third party which the Community Founder, in its sole discretion, elects (with the consent of such owner) to add to the terms and provisions of this Declaration. Additional Property may be submitted to the terms and provisions of this Declaration by an instrument executed by the Community Founder in the manner required for the execution of deeds and recorded in the Register's Office which instrument shall be deemed an amendment to this Declaration (which need not be consented to or approved by any Owner, Occupant or Mortgagee) and shall (a) refer to this Declaration, (b) contain a statement that such Additional Property is conveyed or subject to the provisions of this Declaration or only specified portions hereof, (c) contain a legal description of such Additional Property, and (d) state such other or different covenants, conditions or restrictions as the Community Founder, in its sole discretion, may specify to regulate and control the use, occupancy and improvement of such Additional Property. In no event shall the Community Founder be obligated to submit any Additional Property to the terms and provisions of this Declaration. Notwithstanding anything provided in this Declaration to the contrary, (i) the provisions of this Section 2.03 may not be abrogated, modified, rescinded, supplemented or amended, in whole or in part, without the prior written consent of the Community Founder, (ii) the rights reserved by the Community Founder to add Additional Property to this Declaration pursuant to this Section 2.03 shall not be deemed to the benefit of any transferee or purchaser of any property constituting part of Union Station or any Additional Property added to this Declaration unless the Community Founder, in its sole and absolute discretion, transfers and assigns to such transferee or purchaser the rights reserved herein ~~by the Community Founder by express written reference to this Section 2.03 and (iii) if the~~ Community Founder elects to add Additional Property to this Declaration, then this Declaration may be amended in accordance with the terms and provisions of this Section 2.03 without any requirement that the consent or approval of any Owner or Mortgagee be obtained. To the extent any Additional Property is added to this Declaration pursuant to the terms and provisions of this Section 2.03, then the Community Founder shall have the unilateral right, in its sole and absolute discretion, to modify and amend the Master Plan and change the District boundaries of Union Station in order to add any such Additional Property thereto.

2.04 **Reservation of Easements by the Community Founder:** The construction of Union Station is intended to follow design principles, which allow interconnectivity of streets with neighboring communities. The Community Founder hereby establishes and reserves for itself and the Association and their respective agents, employees, representatives, invitees, successors and assigns, the following easements, which may be assigned by the Community Founder, for the benefit of other properties within the Master Plan Area and any other properties owned by the Community Founder or its assigns, which are adjacent to, or reasonably near, Union Station (including property separated from Union Station by a public road) whether or not such properties are developed as part of Union Station:

- (a) **Common Roads:** A permanent and perpetual non-exclusive easement over, across, through, under and upon all Common Roads for the use of the same for vehicular and pedestrian purposes, along with a permanent and perpetual nonexclusive easement for appropriate use of any sidewalks, walkways and pedestrian or bicycle paths thereon.

(b) Utility Easements: A permanent and perpetual non-exclusive blanket easement upon, across, over, through and under all of Union Station (including all Parcels and Common Areas therein) for ingress, egress and the installation, replacement, repair and maintenance of any and all public and private utility and service systems to serve property within and outside of Union Station. These systems include, but are not limited to water, sanitary sewer irrigation systems, drainage, electricity and gas systems. By virtue of this easement, the Community Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix, maintain, repair and replace underground lines, pipes, wiring, circuits, conduit, equipment and other apparatus on any Parcel and any of the Common Areas; provided, however, that the exercise of this easement must not unreasonably disturb an Owners right of quiet enjoyment of any Building on such Owner's Parcel. The Community Founder, for itself and its successors and assigns, further reserves the right to install, maintain and repair within any portion of Union Station lines, pipes, wiring, conduit and other apparatus and equipment for cable television and internet service (including fiber optic and telecommunication service or such other technologies which may become available in the future) and other communication purposes. The Community Founder or its assigns may collect a reasonable fee for any such services provided by the Community Founder or its assigns. All utility services and systems, unless otherwise permitted by Community Founder, shall be located in and confined to a permanent easement dedicated for the same and be installed and maintained in a permanent encasement with no "naked" or exposed wires being permitted.

(c) Easements for Communications Infrastructure and the Provision of Communications Services: ~~A permanent and perpetual private and exclusive blanket easement upon, across, over, through and under all of Union Station (including all Parcels and Common Areas therein) for ingress, egress and the installation, replacement, removal, repair and maintenance of any and all equipment, facilities, wiring, conduit and other infrastructure and systems ("Communications Infrastructure") related to the providing of telephone and other voice services, video and cable television services, internet access and intranet and other computer-related services, home security services, and other communications, data and information services ("Communications Services") to property within and outside of Union Station and for the providing of Communications Services throughout Union Station.~~ By virtue of this easement, the Community Founder, and its designees, successors or assigns, including Affiliates thereof, may install and maintain Communications Infrastructure, excavate for such purposes and affix, maintain, repair, replace and remove Communications Infrastructure on any Parcel and any of the Common Roads and Common Areas; provided, however, that the exercise of this easement must not unreasonably disturb an Owner's Parcel. The Community Founder shall have the exclusive right to grant and record easements, sub-easements and licenses throughout Union Station to any party, including Affiliates of the Community Founder, to the extent reasonably necessary to install and maintain Communications Infrastructure and to provide Communications Services. The Community Founder reserves the right, for itself and its designees, successors and assigns, including Affiliates thereof, to deny access to Union Station and/or the Communications Infrastructure to any provider of Communications Services, to the extent permitted by law, or to condition such access on negotiated terms. The Community Founder, and its designees, successors and assigns,

including Affiliates thereof, may collect a reasonable fee for any Communications Services or use or enjoyment of the Communications Infrastructure provided by Community Founder or its designees, successors or assigns, and Affiliates thereof, to the Association, the Owners and Occupants, and other parties.

- (d) **General Access:** A permanent and perpetual non-exclusive easement over, across, through and upon all of Union Station (including all Parcels and Common Areas therein) for the purpose of (a) providing ingress to and from such real property in connection with performing (i) any inspections of the same to determine compliance with the terms and provisions of this Declaration and (ii) any of the duties of the Community Founder, the Association, the Union Station Design Review Board and any of their respective agents, employees, representatives, invitees, successors and assigns, hereunder and under the Union Station Design Code, (b) mowing, removing, clearing, cutting or pruning underbrush, weeds, stones or other unsightly growth and removing trash so as to maintain reasonable standards of health, fire, safety and appearance within Union Station and (c) exercising any of the rights and remedies granted or created by this Declaration, including, without limitation, the rights and remedies of the Association set forth in Section 9.05 below; provided, however, that the reservation of the foregoing easement shall not impose any duty or obligation upon the Community Founder, the Association or the Union Station Design Review Board to perform any of the foregoing actions.
- (e) **Waterfront Lots:** A permanent and perpetual non-exclusive easement thirty (30) feet in width upon any Parcel lying directly adjacent to any lake, creek or waterway within Union Station for the purposes of mowing, removing, clearing, cutting or pruning underbrush, weeds, stones or other unsightly growth and removing trash therefrom so as to maintain reasonable standards of health, fire, safety and appearance within Union Station; provided, however that the reservation of the foregoing easement shall not impose any duty or obligation upon the Community Founder or the Association to perform or undertake any of the foregoing actions.
- (f) **Encroachments of Common Areas:** A permanent and perpetual non-exclusive easement over, across, through and upon all Parcels for minor encroachments, which may result from any Improvements which have been constructed on or within the Common Areas.
- (g) **Perimeter Easement:** The Community Founder hereby reserves, for itself and its designees, successors and assigns, including Affiliates thereof, a perpetual and exclusive three-foot easement ("Perimeter Easement") upon, across, over, through and under the outermost perimeter of Union Station, and along any road, alley or lot boundary within Union Station, provided that if a public right-of-way or public easement intrudes into Union Station, such "Perimeter Easement" shall be located from the edge of such right-of-way or easement to three (3) feet inside Union Station from such edge.

2.05 **Relationship between Lots and Easements:**

- (a) **Intent:** The design for Union Station is intended to maximize land usage and sense of community by providing parks and natural open space while offering small, private yards for individual use. As provided by the Union Station Design Code, certain Buildings within Union Station may be attached, or may be placed on or near the property line of a

Parcel. The easements in this Section 2.05 are intended to provide guidelines for reasonable cooperation between neighbors. The Association may make rules for maintenance and use of easement areas and shared improvements, which shall be applied uniformly to all Lots similarly configured. No easements for light, air or view shall be deemed to be created or exist in favor of any Owner or such Owners Lot or any Parcel over, upon, through or across any other Lot or Parcel within Union Station.

- (b) **Subdivision:** Lots and Parcels may not be subdivided or separated into smaller lots, nor may any portion of a Lot or Parcel be separately conveyed, except by the Community Founder or with the specific written consent of the Union Station Design Review Board. The Community Founder may redefine Lots and Parcels at any time by dividing or combining Lots or Parcels or portions thereof and adjusting the boundary of a Lot or Parcel. The Community Founder shall also have the right to modify subdivision plats of Union Station to make adjustments to Lot and Parcel boundary lines with the consent only of those Owners whose Lot or Parcel boundaries are to be changed.
- (c) **Structural Party Walls:** The Owner of each Lot upon which the exterior wall of a Building has been constructed on the property Line of such Lot does hereby grant to the Owner of the adjacent Lot the permanent and perpetual right and easement to maintain and utilize the exterior wall of any such Building, which forms a party wall between the two (2) Lots for both vertical and lateral support and the construction and attachment thereto of another Building. A wall will be considered a party wall only if it provides structural support for two (2) or more Buildings on more than one Lot and is situated on the property line of adjoining Lots. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner of each Building which abuts such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the party wall itself. The costs of any other repairs to the party wall shall be abated equally by the adjacent Owners.
- (d) **Exterior Building:** An exterior wall which supports a Building on any one Lot or which encloses a courtyard on one Lot which has been constructed along the property line of such Lot (a "Side Yard Wall") shall not be considered a party wall or subject to the provisions of Section 2.05(c) above unless and until the Owner of the adjacent Lot elects to construct and attach another Building thereto. To the extent the party wall easement created and granted pursuant to Section 2.05(c) above is not exercised by the Owner of the adjacent Lot, then the provisions of this Section 2.05(d) shall be applicable to the use of the Side Yard Wall. The Owner of any Building whose exterior wall constitutes a Side Yard Wall does hereby grant to the Owner of the adjacent Lot the permanent and perpetual right and easement to erect and maintain on and along the Side Yard Wall trellises, landscaping and other landscaping-related improvements, as well as attaching to such Side Yard Wall additional walls or fencing subject to the following terms and conditions:
- (i) If any such trellises, landscaping or other landscaping-related improvements or any additional walls or fencing are attached to such Side Yard Wall, then (1) the Owner of the adjacent Lot installing the same shall be responsible for any damage to the Side Yard Wall caused by or from such landscaping or other

landscaping-related improvements or additional walls or fencing attached to such Side Yard Wall and be solely responsible for routine, non-structural maintenance and repairs (including painting) of that portion of the Side Yard Wall which fronts any portion of such Owner's Lot; and (2) any such landscaping or other landscaping-related improvements or additional fencing or walls installed on or adjacent to the Side Yard Wall shall not block the view from any windows of the Building which constitutes part of the Side Yard Wall an allowed to grow along or onto any windows or roofing on any such Building, which constitutes part of such Side Yard Wall; and

- (ii) Notwithstanding anything provided to the contrary in this Section 2.05(d) in the event the Owner of any Building whose exterior wall constitutes a Side Yard Wall elects to make any structural alterations or repairs to the Building or to the Side Yard Wall, such Owner shall be entitled to make such alterations and repairs and to otherwise enter upon the adjoining Lot to undertake the same including, if reasonably necessary or required for such structural repairs, removing any and all landscaping or other landscaping-related improvements and any additional fences or walls which the adjoining Owner may have constructed or installed on or attached to the Side Yard Wall (with no obligation to replace any such landscaping matters removed from such Side Yard Wall.)

- (e) **Common Fences:** *As of the initial filing of this Declaration on December 12, 2008, Common Fences will not be allowed in Union Station; however the Community Founder has saw fit to include a considered proposal for Common Fences in the Declaration that may be potentially adopted in the future.* Any fence or wall (other than party walls and Side Yard Walls as described in Sections 2.05(c) and 2.05(d) above), including the posts and any footings poured for the posts and columns for such fence or wall, which is constructed along the common property line of any two (2) Lots (a Common Fence") shall not be considered a party wall or subject to the provisions of

Sections 2.05(c) and 2.05(d) above. Except as specifically provided below, the reasonable costs and expenses of maintaining, repairing or replacing a Common Fence shall be shared equally by the Owners of each Lot on either side of the Common Fence. Notwithstanding the foregoing, if a Common Fence is damaged or destroyed through the acts of the Owner of either Lot abutting the Common Fence or by such Owner's agents, employees, servants, tenants, guests, family members, invitees, licensees or pets, whether such act is willful, negligent or accidental, then such Owner shall forthwith proceed to rebuild, repair and replace the same to as good a condition as which such Common Fence existed immediately prior to such damage or destruction without the Owner of the adjoining Lot having any obligation to pay any such costs or expenses. To the extent any Common Fence is damaged or destroyed by fire or other casualty, then each adjoining Owner shall share equally in the costs to repair or replace the same regardless of whether insurance proceeds are available or are sufficient to pay for such restoration and repair. In the event of any disagreement between the Owners of any Lots on either side of a Common Fence with respect to their respective rights and obligations as such Common Fence, then such dispute or disagreement shall be submitted to the Union Station Design Review Board (or any designee thereof) whose decision shall be final, conclusive and binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other with respect to the maintenance,

repair and replacement of any Common Fence.

- (f) **Roof Overhang:** Where Buildings are built along a property line, as permitted by the Union Station Design Code, roofs may overhang a property line by a maximum of twelve (12) inches.
- (g) **Easement for Encroachments for Attached Single-Family Residential Units:** With respect to all Lots which, pursuant to the Master Plan, are designated for townhouses or attached Single-Family Residential Units, the Community Founder does hereby declare and establish a permanent and perpetual reciprocal appurtenant easement for encroachments of up to twelve (12) inches (measured from the common property line of any Lots so designated for townhouses or attached Single-Family Residential Units) by which the Building on one Lot may encroach onto the adjacent Lot to the extent such encroachment results from the unintentional placement, settlement or shifting of a Building on a Lot. The foregoing easement for encroachments shall only be applicable to Lots and Buildings within those areas of Union Station, which, pursuant to the Master Plan, are designated for townhouses or attached Single-Family Residential Units.
- (h) **Easement for Side Yard Wall and Common Fence Encroachments:** The Community Founder does hereby establish and declare a permanent and perpetual reciprocal appurtenant easement for encroachments of up to twelve (12) inches (measured from the common property line of all Lots) for any Side Yard Wall or Common Fence constructed on any Lot. The foregoing encroachment easement is created in order to allow encroachments by any Side Yard Wall or Common Fence constructed on any Lot onto the adjoining Lot (subject to a maximum encroachment of twelve (12) inches).
- (i) **Yard Easements:** To allow the most efficient use of a Lot while complying with any applicable setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the Owner of the adjoining Lot. Such easements shall be designated on the recorded subdivision plat in the Union Station Design Code or on the deed from the Community Founder to the first Owner of such Lot other than the Community Founder or any Affiliate thereof. Such use easements may be up to four (4) feet wide and shall run along a boundary line, but shall not encroach upon more than one (1) boundary line (other than corner Lots which may be subject to two (2) use easements along both a side Lot line and either the front or rear Lot line of such corner Lot). Subject to regulation under the Union Station Design Code, the beneficiary of such an easement shall have the use and maintenance responsibility for the easement area and may place air-conditioning equipment, fences, decks or patios and other fixtures (but not primary structural Building) on such easement area.
- (j) **Easements for Encroachments within Commercial Areas:** With respect to all Lots located within any of the Commercial Areas, the Community Founder does hereby declare and establish a permanent and perpetual reciprocal appurtenant easement for encroachments of up to twelve (12) inches (measured from the common property line of Lots within the Commercial Areas) by which the Building on one Lot may encroach onto the adjacent Lot in any of the Commercial Areas to the extent such encroachment results from the unintentional placement, settling or shifting of a Building on a Lot within any of the Commercial Areas. The foregoing easement for encroachment shall only be

applicable to Lots and Buildings within the Commercial Areas.

2.06 **Districts.**

(a) **Designation:** District boundaries are set forth on the Master Plan. To the extent any Additional Property is added to the terms and provisions of this Declaration then the Master Plan shall be amended, as provided in Section 2.03 above, to reflect the District boundaries of such Additional Property.

(b) **Reclassification:** At any time or times prior to the Turnover Date, the Community Founder reserves the right in its sole and absolute discretion and without any requirement or obligation to obtain the consent or approval of any Owners, Mortgagees or any other parties to (i) change the District boundaries and classifications for any portion of Union Station which is then owned by the Community Founder, (ii) change the District boundaries and classifications of any other portions of Union Station which are owned by third parties so long as the consent and approval of all Owners who own any Lot or Parcel subject to such reclassification consent to the same, (iii) amend the Master Plan at any time and from time to time in order to reflect any changes in District designations or boundaries as authorized and permitted by the terms and provisions of Sections 2.03 and 2.05(b) hereof and (iv) amend this Declaration in order to reflect any of the foregoing. Each Owner, by acceptance of a deed to any Parcel, does hereby acknowledge and agree that the Community Founder shall have the right to take any and all of the foregoing actions specified in this Section 2.06(b) without any obligation or requirement that the consent or approval of any Owner or Mortgagee be obtained.

2.07 **Street Ends:** Union Station is intended to follow traditional neighborhood design principles, which allow interconnectivity of streets with neighboring communities within Union Station only. Certain streets on the Master Plan may end at the boundary of Union Station, so that communities which are developed later may connect with those streets. If the neighboring property is developed in a way that interconnectivity is not possible then the Community Founder reserves the right to convert the street ends to additional Lots or other uses.

2.08 **Development of Property:** Until the occurrence of the Turnover Date, the Community Founder shall have the right, but not the obligation, to make improvements and changes to the Common Areas and all Parcels owned by the Community Founder, including, without limitation (a) installation and maintenance of any Improvements in or to any of the Common Areas, including the Common Roads, (b) changing the location of the boundaries or any Parcels owned by the Community Founder or the boundaries of any of the Common Areas, (c) modifying and amending the Master Plan, the Union Station Design Code and the District classification for any Parcel owned by the Community Founder, (d) adding additional Common Areas to Union Station, (e) installation and maintenance of water, sanitary sewer, storm sewer, electrical, gas, telephone, cable television and any other utility lines, pipes, wiring, conduit, systems and facilities within any of the Common Areas or Common Roads and (f) installation and maintenance of trash and refuse facilities or mailboxes or kiosks (for the handling of mail) on or within any of the Common Areas. The exercise by the Community Founder of any of the rights set forth in this Section 2.08 may be exercised solely by the Community Founder without any requirement that the consent or approval of any Owners or Mortgagees be obtained. Each Owner, by acceptance of a deed to any Parcel, acknowledges and agrees that the Community Founder, its

successors and assigns, may either currently own or may in the future own real property situated adjacent to or in close proximity with Union Station, which may not be subject to any of the terms and provisions of this Declaration, unless the Community Founder, in its sole and absolute discretion, elects to add such real property to the terms and provisions of this Declaration as Additional Property pursuant to the terms and provisions of Section 2.03 above.

2.09 **Models: Sales and Management Offices:** The Community Founder reserves for itself and its successors and assigns the right to maintain one or more sales offices, communications service offices and service centers, management offices and an unlimited number of models within Union Station. These facilities may be located on any Parcel in Union Station and may be relocated from time to time at the Community Founders discretion. The sales offices, management offices and models may be owned by different entities, including builders and other entities which may be related or unrelated to the Community Founder. The Community Founder and its permitted assigns may maintain signs on the Common Areas and on the sales offices, management offices and models advertising Union Station.

2.10 **Commercial Use of Images:**

(a) The Community Founder shall have the following rights:

(i) The exclusive right to grant permission for the Common Areas to be photographed, sketched, painted or otherwise reproduced for promotional, publishing, academic or commercial use (including, without limitation, its use as a background for the display of fashions or other goods); and

(ii) The right to grant permission for similar reproduction of the exteriors of any other part of Union Station and any Parcels and Improvements thereto which can be viewed from streets, alleys or Common Areas, Such exteriors may be reproduced without the consent of, or payment to, the Owner of such Parcel, but the above right is not intended to prevent any Owner from granting independent reproduction rights for any Parcel and any Improvements thereto owned exclusively by that Owner, in which case the consent of the Community Founder shall not be required.

(b) The exercise of the rights set forth in Section 2.10 shall not interfere with normal and customary rights of architects as to structures designed by them. The Community Founder may collect a fee for its consent to the use of Common Areas or images thereof or- for the providing of support services to photographers or others.

2.11 **Trademark:** The name Union Station may be a registered trade name owned by the Community Founder. Notwithstanding, an Owner may use the name "Union Station" to describe the location of a home or business, and may advertise a business as being located in "Union Station." If requested by the Community Founder any such Owner shall accompany such business use with a symbol or explanation concerning trademark or service mark registration of the name "Union Station." Owners may not use the name "Union Station" in any other manner without the express permission of the Community Founder, which may be arbitrarily denied.

2.12 **Dedication and Conveyance of Common Areas:** As provided in Section 11.03 below, the

Community Founder has reserved the right, without obtaining the consent or approval of any Owners or Mortgagees, to dedicate, convey and grant easements to any of the Common Areas to any Governmental Authority or to any other entities designated by the Community Founder.

ARTICLE III: COMMON AREAS

THE COMMON AREAS WITHIN UNION STATION WILL BE MAINTAINED BY THE ASSOCIATION FOR THE BENEFIT OF ALL OWNERS. THE COMMON AREAS ARE INTENDED TO INCLUDE NATURAL OPEN SPACE, PARKS AND RECREATIONAL FACILITIES.

3.01 Title:

- (a) **Ownership of Common Areas:** The Association may, but shall not be required to, hold title to the Common Areas. For those portions of the Common Areas which consist of easements and other rights, the Association may be the holder of those rights. No Owner (other than the Community Founder or those persons authorized by the Association) may make any Improvements to the Common Areas.
- (b) **Additional Common Areas:** The Community Founder may convey to the Association or otherwise designate additional Common Areas which the Association shall accept for maintenance. However, as provided in Section 3.01(a) above, the Association need not hold legal title to, or receive a conveyance of, any of the Common Areas.
- ~~(c) **Designation of Common Areas:** The Community Founder may designate any Parcel within Union Station as part of the Common Areas. In addition, the Community Founder may also designate any of the Common Areas as either permanent or temporary Common Areas. The Community Founder reserves the right at any time, and from time to time, to terminate any rights of the Association and the Owners to utilize any Common Areas which the Community Founder has designated for only temporary use and otherwise use such property for any other purposes and uses as determined by the Community Founder in its sole and absolute discretion.~~

3.02 Maintenance: Capital Improvements:

- (a) **Generally:** Subject to the terms and provisions of Sections 3.02(c) and 3.02(d) and 9.03(a) below and the rights reserved by the Community Founder pursuant to Section 11.03 below, the Association shall be responsible for the management, control and improvement of the Common Areas and shall keep the Common Areas attractive, clean and in good repair. The foregoing maintenance responsibilities of the Association shall include, but not be limited to maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping, trees, shrubs and other flora and all other structures and other improvements which constitute any portion of the Common Areas. All such maintenance shall be provided to the minimum standards practiced from time to time by City of Shelbyville, Tennessee, for other similar public improvements.
- (b) **Capital Improvements:** The Association may make capital improvements to the Common Areas. For example, the Association may create parking areas within the

common Areas or add new recreational facilities as part of the Common Areas (subject to the review and approval of the plans for the same by the Union Station Design Review Board as hereinafter provided).

- (c) Sidewalks and Parking Lots Within Commercial Areas: To the extent any Governmental Authority is not maintaining any sidewalks, street lighting, landscaping or other improvements situated on or within any of the sidewalks within those portions of the Commercial Areas which do not contain Dwelling Units, then, subject to the remaining terms and provisions of this Section 3.02(c), the Owner of each Parcel within any such Commercial Area shall be responsible for maintaining any and all sidewalks situated within or upon such Owner's Parcel and any other areas on or adjacent to such Owner's Parcel in the Commercial Areas up to the curb of the Common Roadway abutting such Parcel. The foregoing maintenance and repair obligation shall extend to and include the repair and replacement of all sidewalks, the general cleaning and removal of snow, debris, trash, rubbish and litter therefrom and, to the extent approved by the Union Station Design Review Board, any and all landscaping situated on or adjacent to the sidewalks in any such Commercial Areas. Notwithstanding anything provided in this Declaration to the contrary, (a) sidewalks, street lighting, landscaping and other improvements on or within any sidewalks within those Commercial Areas designated as Suburban, General Urban and Civic Districts on the Master Plan shall be maintained of the Common Areas by the Association, (b) the Community Founder may elect to subject and encumber all or any portion of the Commercial Areas to additional covenants which establish one or more owners' associations which will maintain all sidewalks, street lighting, landscaping and other improvements, including parking lots and facilities, within any of the Commercial Areas situated within any Urban Center or Urban Core Districts of Union Station and (c) any parking lots or facilities provided primarily for the common use by the owners, tenants and patrons of the Commercial Areas shall be maintained by the owners' associations established by the Community Founder for such Commercial Areas served by such common parking lots and facilities.

- (d) Maintenance Occasioned by Acts or Omissions of Owners: In the event that the Board determines that any maintenance, cleaning, repair or replacement to which the Association is responsible hereunder is caused by either the negligence or willful acts or an Owner or Occupant and the costs of such maintenance, cleaning, repair or replacement are not paid in full from insurance proceeds, if any, received by the Association with respect thereto, then, the Association, in addition to the exercise of any other rights and remedies set forth in this Declaration, may give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner, which notice shall set forth in reasonable detail what action the Association deems necessary to be taken by such Owner. Except in the event of emergency situations, such Owner shall have five (5) days within which to complete the same in a good and workmanlike manner or, if the same is not capable of completion within such five (5) day period, to commence such maintenance, cleaning, repair or replacement and to proceed diligently with the completion of the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to promptly comply with the provisions hereof after said notice, the Association may provide (but shall not be obligated to provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner,

in which event said costs shall be a personal obligation of such Owner, shall constitute an Individual Parcel Assessment to such Owner and shall be subject to the lien and foreclosure rights set forth in Article VIII below. If and to the extent that, the Association undertakes any action against an Owner pursuant to this Section 3.02(d), then all costs and expenses incurred by or on behalf of the Association, including, without limitation, reasonable administrative costs and expenses, attorneys' fees and Court costs, if any, and any other costs and expenses incurred by the Association in curing any default by such Owner shall be due and payable on demand by such Owner and such costs and expenses shall also be deemed to constitute Individual Parcel Assessments payable by such Owner and shall be recoverable by the Association in accordance with the terms and provisions of the Declaration.

3.03 Owners' Easements of Access and Enjoyment:

- (a) Common Areas: The Community Founder hereby grants to every Owner a non-exclusive right and easement of appropriate use and enjoyment of the Common Areas, which easements shall be appurtenant to and pass with title to each Parcel and shall be subject to (i) the Association's right of regulation in accordance with this Declaration, including, without limitation, the right of the Association to suspend an Owner's voting rights and suspend or terminate an Owner's rights and privileges to use certain areas which constitute Common Areas, as provided in Section 9.05(b) below, (ii) the Community Founder's right to use the Common Areas as provided in Section 3.04 below, (iii) any limitations contained in the conveyance of those Common Areas to the Association, (iv) the rights reserved by the Community Founder and the Association pursuant to Section 3.04(b) and 11.03 hereof and (v) the rights reserved by the Community Founder pursuant to Article II above. These easements shall be appurtenant to and shall pass with title to every Parcel.
- (b) Tenants and Guests: Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, such Owner's right to enjoyment of the Common Areas to the members of his family, his tenants or his guests who either reside on the Parcel or are accompanied by such Owner while using any of the Common Areas. Subject to the rights reserved unto the Association and Community Founder pursuant to Sections 3.04 and 11.03 below, the Board may adopt additional rules and regulations from time to time which limit, restrict or prohibit the use of any recreational facilities constituting part of the Common Areas by any person, who is not an Owner or which impose fees or charges on the use of any of the Common Areas by any persons who are not Owners.

3.04 Use of Common Areas by Non-Owners and Village Founder:

- (a) Use by Non-Owners: The Association may permit limited use and access, for all or a portion of the Common Areas, through the sale of club memberships or other fees to non-owners including guests of any Owners. Any such revenue shall benefit the Association. Furthermore, the Association may adopt and charge from time to time use fees for the use of any recreational areas, which constitute Common Areas by the guests of any Owners.
- (b) Reservation of Easement by Community Founder: The Community Founder does

hereby establish and reserve, for itself and the Association and their respective agents, employees, representatives, invitees, successors and assigns, a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon all of the Common Areas for the purpose of (i) providing access to and from any Parcels or any other real property (whether situated within or outside of Union Station) owned by the Community Founder, (ii) installing, maintaining, repairing and replacing any Improvements to any portion of Union Station or to any of the Common Areas, including, without limitation, utility and sewer systems, utility systems, sidewalks, walkways, traffic, informational and directional signs, (iii) using and enjoying any and all of the Common Areas for such purposes as the Community Founder may deem appropriate, the erection, maintenance and replacement of one (1) or more aerial, satellite dishes, or other apparatus for a master antennae, cable or other communication system for the benefit of all or a portion of the Owner's, and (iv) doing all other things reasonably necessary and proper in connection therewith; provided, however, that in no event shall the Community Founder have any obligation to undertake any of the foregoing. The Community Founder further reserves the right, but shall not have any obligation, to (1) grant to other third parties, including, without limitation, school boards, school districts and any students and teachers thereof, the non-exclusive right and easement, in common with the Community Founder, the Association and all Owners, to use any of the Common Areas and (2) convey by quitclaim deed to the Association at any time and from time to time any real property and any Improvements thereto to be utilized as part of the Common Areas, as the Community Founder, in its sole and absolute discretion, may determine.

- (c) **Open-Air Market and Festivals:** The Community Founder further reserves, for itself, its agents, employees, representatives, invitees, successors and assigns, the permanent and perpetual right to use any portions of the Common Areas as an open-air market for the rental of space for pushcarts, kiosks, stands or similar temporary sales structures. Such uses may be for special events or on a recurring or daily basis. Community Founder also reserves, for itself its agents, employees, representatives, invitees, successors and assigns, the right to use portions of the Common Areas for festivals or other events intended to enrich and enlighten. The Community Founder further reserves a right of access through the Common Areas for all such purposes. Community Founder may, but is not obligated to, assign such rights to the Association at any time.

- 3.05 **Common Roads Regulation:** All vehicular traffic operated or parked on any of the Common Roads shall be subject to the applicable provisions of the laws of the State of Tennessee and any other Governmental Authorities having jurisdiction thereof. The Association shall have the right in its sole discretion, to limit, restrict and prohibit golf carts, go carts, all terrain vehicles and other similar types of motorized vehicles from being operated on or within any of the Common Roads.
- 3.06 **Surface Water and Stormwater Management System:** The Association shall have the right to maintain and cause all Owners to maintain proper drainage within Union Station in accordance with the stormwater drainage plan approved by the applicable Governmental Authorities having jurisdiction over Union Station, as the same may be amended from time to time. In the exercise of this right, the Association shall have a blanket easement and right on, over, across, under and through all portions of Union Station to maintain and to correct drainage of surface water; provided, however, that each Owner shall be solely responsible for providing and maintaining

adequate soil erosion measures and drainage facilities on such Owner's Parcel, and the Association and the Community Founder shall not, by virtue of the reservation of the foregoing easement, be under any obligation to provide or connect any stormwater or surface drainage improvements or facilities upon any Parcel. The foregoing easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with Governmental Regulations; provided, however, that neither the Community Founder nor the Association shall be obligated to undertake any of the foregoing actions. Notwithstanding the foregoing, each Owner shall provide and maintain on his or her Parcel adequate soil erosion measures and drainage facilities to accommodate any stormwater runoff from and coming onto such Owner's Parcel or resulting from any Improvements being or having been constructed on such Owners Parcel. Each Owner shall also insure that his or her Parcel and any Improvements thereto are at all times in strict compliance with (a) all soil erosion protection requirements of all applicable Governmental Authorities, (b) all stormwater drainage and runoff requirements and regulations of all applicable Governmental Authorities and (c) all other Governmental Regulations. Each Owner, by acceptance of a deed to his or her Parcel, shall and does hereby indemnify, defend and agree to hold the Community Founder, the Union Station Design Review Board, the Association, and their respective agents, employees, officers, directors, shareholders, members, managers and representatives, harmless from and against any and all fines, penalties, costs and expenses, including Court costs and reasonable attorneys' fees, and any and all other amounts suffered, paid or incurred by any of them in connection with any action, suit or proceeding (including the settlement of any suit or proceeding) to which any such person may be made a party by reason of the breach by such Owner (or any breach by such Owner's Occupants, contractors, subcontractors guests, agents, employees or invitees) of any of the terms and provisions of this Section 3.06.

3.07 Utilities/Services:

- (a) **Owner Responsibility for Utility Lines and Services:** Each Owner shall, at such Owner's sole cost and expense, be responsible for (i) constructing, installing, maintaining, repairing and replacing all necessary lines, pipes, wiring, conduit and equipment necessary to connect any Improvements located on such Owner's Parcel to all utility and communication lines, pipes, wiring, conduit or other apparatus situated adjacent to or within the boundaries of such Owner's Parcel or which may be situated within the right-of-way of any Common Roads situated adjacent to such Owner's Parcel, which obligation shall include, without limitation, the installation, maintenance, repair and replacement of (1) any grinder pumps and related equipment to the extent the same are necessary in order to provide or obtain sanitary sewer service and (2) any and all pipes and laterals which are used to transport storm water and rain water into the public storm sewer lines, pipes and related improvements and facilities within Union Station and (ii) paying all reservation, tap, impact, service, demand, use, license, permit and other fees, charges, costs and expenses charged by the applicable utility companies or utility providers to provide any such utility services to such Owner's Parcel.
- (b) **Trash and Garbage Service:** All Owners shall be solely responsible for contracting and paying for the removal of all trash, garbage, rubbish, refuse, waste and debris (including, without limitation, tree and shrubbery clippings, grass clippings and the removal of any dead or diseased trees and flora) from such Owner's Parcel. At this time, certain such services are provided by the City of Shelbyville.

(c) **Communications Services and Communications Infrastructure:** The Community Founder for itself and its designees, successors and assigns, including Affiliates thereof, reserves the exclusive right in its sole and absolute discretion (but without any obligation to do so), to install, maintain, repair, replace and remove Communications Infrastructure within any portion of Union Station, including, without limitation, within any of the Common Roads and Common Areas, and to provide or to arrange for the provision of Communications Services to the Association, Owners and Occupants and to enter into one or more agreements ("Communications Services Agreements") with the Association for the provision of Communications Services to and/or the use and enjoyment of the Communications Infrastructure by the Association, Owners and Occupants. The Community Founder or its designees, successors and assigns, including Affiliates thereof, may charge and collect a reasonable fee for any such Communications Services and/or the use and enjoyment of the Communications Infrastructure provided to the Association and/or any Owners and Occupants, which fee may be a Common Expense which is payable by all Owners within Union Station, and each Owner covenants and agrees to pay all reasonable costs and expenses for the same, whether the same may be billed directly to such Owner or included as a part of the Common Expenses of the Association. Each Owner must pay for any Communications Services and/or the use and enjoyment of the Communications Infrastructure to the extent the cost thereof is included as Common Expenses regardless of whether the Owner desires or uses such Communications Services or Communications Infrastructure. No Owner shall be exempt from liability for such Common Expenses (i) by reason of non-use of such Communications Services or Communications Infrastructure or (ii) if the Communications Services provided to such Owner are terminated for any period by reason of the failure of such Owner to pay when due any Common Expenses. The rights reserved by the Community Founder pursuant to this Section 3.07(c) shall extend to the Affiliates of the Community Founder and the respective designees, successors and assigns of the Community Founder and its Affiliates. In the event that a Communications Services Agreement is entered into between the Community Founder or any designee or Affiliate thereof and the Association, the Association shall have no right to terminate such Communications Services Agreement except in accordance with its terms and shall have no right or claim whatsoever to any compensation retained by or paid to the Community Founder, or its designee or Affiliate, as a result of or pursuant to such Communications Services Agreement; provided that any such Communications Services Agreement shall be subject to the terms and provisions of Section 5.02 below.

3.08 **Limitation of Liability:** The Association shall use reasonable judgment in maintaining the Common Areas, but neither the Association nor the Community Founder makes any representation or assumes any liability for any loss or injury. Neither the Association nor the Community Founder shall be liable for any injuries or damage to person or property (a) caused by the elements, acts of nature or any Owner or other person, (b) resulting from any surface or subsurface conditions or which may be caused by rain or any other surface water which may leak or flow from any portion of the Common Areas or another Lot or Parcel onto a Lot or any Improvements thereon or (c) resulting from theft, burglary or other illegal entry onto any Lot or any Improvements thereon or any of the Common Areas. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken by or performed by the Association hereunder or for inconvenience or discomfort arising from the making of

improvements or repairs which are the responsibility of the Association or from any action taken by the Association to comply with any Governmental Regulations of any applicable Governmental Authority.

3.09 **Tree Preservation:** Each Owner acknowledges and agrees that one of the many development guidelines which will be instituted for Union Station by the Community Founder is the preservation of trees, which guideline will be beneficial to all Owners and Occupants and their respective heirs, executors, successors and assigns. However, as a result of the desire to implement such a guideline, each Owner acknowledges and agrees that trees within any of the nature areas, conservation areas or easements, parks, nature trails, pedestrian walkways, pedestrian areas, alleys, alleyways or private access easement areas which constitute part of the Common Areas or any trees situated on any other real property owned by the Community Founder or any of its successors or assigns which may be adjacent to or in close proximity with Union Station (but which has not yet been developed by the Community Founder) may fall at any time and from time to time without any prior warning or notice. Accordingly, each Owner (a) does hereby acknowledge and agree that (i) the Community Founder, the Association and their respective successors and assigns shall not be liable for any damage to person (including death) or property caused by or resulting from any such falling trees and (ii) each Owner, at such Owner's sole cost and expense, shall be solely responsible for removing any trees (including limbs, roots, dirt and other debris) which may fall onto such Owner's Lot from any portion of the Common Areas or from any other undeveloped portions of the real property owned by the Community Founder or any of its successors and assigns and (b) for such Owner and any Occupant of such Owner's Lot, does hereby waive, release and forever discharge the Community Founder, the Association and their respective successors and assigns of and from any claim, demand, liability, loss, damage or expense, suffered, paid or incurred by any such Owner or any Occupant of such Owner's Lot or any Improvements thereto resulting from any trees falling from any portion of the Common Areas or from any other undeveloped real property owned by the Community Founder or any of its successors and assigns situated adjacent to or in close proximity with Union Station onto the Lot and any Improvements thereto of any such Owner or Occupant. Notwithstanding anything provided in this Declaration to the contrary, the Community Founder and any Affiliates thereof may, in their sole and absolute discretion, remove trees and any other landscaping within any of the Common Areas or any Lots or Parcels owned by the Community Founder or by Affiliate thereof which may be necessary or required (1) in connection with the development of such Common Areas, Lots or Parcels or the installation, construction and maintenance of Common Roads and utilities therein or (2) as a result of any such trees or other landscaping becoming diseased or having died.

3.10 **Sidewalks:** The Owner of each Lot within Union Station (other than the Community Founder) shall construct, at his, her or its sole cost and expense, sidewalks on that portion of such Owner's Lot (or within the right-of-way of any public or private roadway situated directly adjacent to such Lot) a sidewalk along all portions of such Owner's Lot which abut and are directly adjacent to any public or private street or roadway within Union Station. Such sidewalks shall be constructed in accordance with the requirements of the City of Shelbyville, Tennessee, and the requirements of the Union Station Design Review Board (which requirements are subject to alteration and modification from time to time by the Union Station Design Review Board) and shall be at the sole cost and expense of each such Owner. Such sidewalks shall be constructed at the time any Improvements are being made to such Lot and such sidewalks must be completed prior to the occupancy of any Building constructed on such Lot. Notwithstanding anything provided herein to

the contrary, the Community Founder shall have no obligation to construct any sidewalks on any Lots owned by the Community Founder and only the transferee, grantee or assignee of the Community Founder shall be obligated to construct sidewalks pursuant to the terms and provisions of this Section 3.10. Each Owner of a Lot, by acceptance of a deed to such Lot, does hereby indemnify, agree to defend and hold the Community Founder harmless from and against any and all claims, damages, fines, costs and expenses, including reasonable attorneys' fees, suffered, paid or incurred by the Community Founder as a result of (i) such Owner's failure to construct and complete sidewalks on such Owner's Lot in accordance with the terms and provisions of this Section 3.10 and (ii) any Governmental Authority requiring the Community Founder to construct and complete a sidewalk on such Owner's Lot as a result of such Owner's failure to timely construct and complete the same in accordance with the requirements of any such Governmental Authority.

ARTICLE IV: COMMUNITY PLANNING AND ADMINISTRATION OF THE DESIGN CODE

THE UNION STATION DESIGN CODE COMMUNICATES THE ELEMENTS WHICH ARE ESSENTIAL FOR CREATING THE COMMUNITY. WITHIN THESE ESSENTIAL ELEMENTS, THERE IS ROOM FOR THE CREATIVE AND INDIVIDUAL DESIGN WHICH VITALIZES THE COMMUNITY.

4.01 The Union Station Design Code:

- (a) Application. The Union Station Design Code shall be binding upon all of the real property shown on the Initial Plat, but shall not be binding on any other real property owned by the Community Founder unless such other real property is submitted to the terms and provision, of this Declaration as Additional Property, pursuant to the terms and provisions of Section 2.03 above. The Union Station Design Code shall be applicable to the construction of any and all improvements on any Parcel and any modifications thereto. Any tree removal or any material alteration of the landscaping or topography of any Parcel or any Common Areas must be approved in advance by the Union Station Design Review Board.
- (b) Modification of the Union Station Design Code: At any time prior to the occurrence of the Turnover Date, the Community Founder may, in its sole discretion, amend and modify any portion of the Union Station Design Code (including the Master Plan) from time to time or at any time, without the consent or approval of any Owner or Mortgagee. Prior to the Turnover Date, no modifications to the Union Station Design Code may be made without the prior written consent and approval of the Community Founder. From and after the occurrence of the Turnover Date, the Board may make any modifications to the Union Station Design Code for any of the following reasons:
- (i) To make such changes as may be necessary which will better accomplish the objectives of Union Station;
 - (ii) To adjust for market conditions;
 - (iii) To recognize changing land use conditions over time, both from within and

outside of Union Station; and

- (iv) To make such changes as may be necessitated by any Governmental Authority or Governmental Regulation.

No consents or approvals of Owners or Mortgagees shall be required for any amendments or modifications to the Union Station Design Code (or Master Plan).

4.02 Union Station Design Review Board:

- (a) Selection of Members: Prior to the Turnover Date, the Community Founder shall have the sole and exclusive right to appoint and remove, with or without cause, at any time and from time to time, all members of the Union Station Design Review Board, the number of members of which shall be determined solely by the Community Founder. Following the occurrence of the Turnover Date, the Board shall have the sole and exclusive right to appoint and remove, with or without cause, at any time and from time to time, all members of the Union Station Design Review Board, the number of members of which shall be determined solely by the Board.
- (b) Delegation of Authority: All individuals serving on the Union Station Design Review Board shall be deemed to be agents and representatives of the Association and may, but shall not be required to be, members of the Association or Owners. The Union Station Design Review Board shall have the right from time to time to adopt and establish such rules and regulations as may be determined to be necessary concerning the procedure, notice of meetings and all other matters concerning the conduct of business of the Union Station Design Review Board including, without limitation, the right, to the extent the Union Station Design Review Board consists of more than one (1) member, to designate one (1) individual on the Union Station Design Review Board to act on behalf of the entire Union Station Design Review Board in all matters in which the Union Station Design Review Board is granted the right to act under the terms and provisions of this Declaration.
- (c) Professionals: The Union Station Design Review Board may, from time to time, hire or engage architects, engineers, landplanners, attorneys and other professionals to provide services with respect to or for the benefit of the Union Station Design Review Board, including designating any such professionals as members of the Union Station Design Review Board. Any such professionals may be paid reasonable compensation for all services rendered to, on behalf of or for the Union Station Design Review Board. Any such compensation payable to such professionals shall be paid first from any design review fees paid by applicants to the Design Review Board and the deficit, if any, shall constitute Common Expenses.
- (d) Additional Rules and Regulations: The Union Station Design Review Board may, from time to time and at any time, adopt additional rules, regulations and requirements relating to the design review and approval process and the construction of any Improvements to any Lot or Parcel within Union Station, including, without limitation, regulations for architects and builders, adoption of specific forms which must be completed and submitted to the Union Station Design Review Board and the requirement that specific

information be provided as part of the design review process, requirements establishing that each builder deposit security deposits or post performance bonds with the Union Station Design Review Board and any other matters as may be determined from time to time by the Union Station Design Review Board, which rules, regulations and requirements shall constitute part of the Union Station Design Code.

4.03 **Obligation to Submit Plans for Approval:**

- (a) **Lots:** Prior to commencement of construction of any Improvements on any Lot or Parcel, the Union Station Design Review Board must review and approve in writing construction plans and specifications for such Improvements. Such review shall include design, materials and color selection for the main Building and any outbuilding, tree removal, placement of the Buildings on the Lot, site analysis, landscaping, fences, driveways, access to Common Roads, any material alteration of the topography, and all other parts of the Lot visible from outside the boundaries of such Lot. Once a plan is approved, any modification to that plan must also be reviewed and approved in writing by the Union Station Design Review Board. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with a plan approved in writing by the Union Station Design Review Board.
- (b) **Common Areas:** Construction of any structure upon the Common Areas (other than utilities construction by the Community Founder), or modification of any existing structure within any of the Common Areas, as well as any material alteration of the landscaping or topography of any Common Areas, must be approved in advance by the Union Station Design Review Board.
- (c) **Modifications:** Any modifications to plans previously approved by the Union Station Design Review Board, any additions made during construction and any alterations or changes to any existing Buildings or Improvements on a Lot are subject to review and prior written approval by the Union Station Design Review Board, specifically including, but not limited to the following:
 - (i) painting of the exterior of a Building (including doors, windows and trim) other than with originally approved materials and colors;
 - (ii) replacement of roof or other parts of a Building, other than with duplicates of the original material approved by the Union Station Design Review Board, and any other alteration of a Building;
 - (iii) installation of satellite dishes or receivers or other devices which are visible from outside the Lot;
 - (iv) construction of fountains, swimming pools, whirlpool, or other exterior pools or water features;
 - (v) construction of privacy walls, fences and gates, as well as limitations thereon and the types of materials to be used;

- (vi) addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; and
- (vii) significant new landscaping and any removal or substantial pruning of existing trees or plants.

The listing of a category does not imply that such construction is permitted; the Union Station Design Code and the Rules and Regulations may, for example, prohibit all solar panels, antennas, satellite dishes or receivers or require that, to the greatest extent practicable, the same not be visible from any of the Common Roads (other than alleyways).

- (d) **Exceptions:** Interior construction and modifications not affecting the external structure or appearance of any Building are not subject to review. However, floor plans are required as part of the review process to assist in the overall comprehension of the design, and minimum interior ceiling heights may be required, as may be provided in the Union Station Design Code.

4.04 **Review Procedure:**

- (a) **Application:** The plans to be submitted to the Union Station Design Review Board for approval shall be submitted on such forms which the Union Station Design Review Board may require and shall include (i) the construction plans and specifications, including all material, and colors, (ii) elevations of all proposed Improvements, (iii) proposed clearing, grading and landscaping plans, and (iv) all other items required by the Union Station Design Review Board. Plans and specifications shall be submitted in the form required by the Union Station Design Review Board.
- (b) **Basis for Decision:** Applications shall be approved or denied based upon compliance with the provisions of the Union Station Design Code and overall quality and harmony of design. The Union Station Design Review Board may also consider other factors including purely aesthetic considerations, which, in the sole opinion of the Union Station Design Review Board, will affect the desirability or suitability of the proposed Improvements. The Union Station Design Review Board shall have the right to approve any submitted plans and specifications with conditions or stipulations by which the applicant shall be obligated to comply and must be incorporated into the plans and specifications submitted by such applicant. Approval of plans and specifications by the Union Station Design Review Board for Improvements or other matters with respect to one particular Lot shall not be deemed an approval or otherwise obligate the Union Station Design Review Board to approve similar plans and specifications or any of the features or elements set forth on such approved plans and specifications for any other Lot. The Union Station Design Review board shall be deemed to have approved plans and specifications only if and to the extent their approval is set forth in writing. Verbal or oral approvals are not binding on the Union Station Design Review Board. The Union Station Design Review Board may grant variances from the Union Station Design Code based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing.
- (c) **Notifications Construction and Inspection:** The Union Station Design Review Board

shall make good faith efforts to notify the applicant of its decision within the time allowances set out in the Union Station Design Code. However, a delay in reviewing an application shall not be deemed consent to construction and plans and specifications shall be deemed approved only if the same have been approved in writing by the Union Station Design Review Board. If approval is given, construction of the improvements may begin. Any plans approved by the Union Station Design Review Board shall apply only to the specific Lot or Parcel for which such plans were submitted. All construction must comply with the submitted plans. The Union Station Design Review Board or its agents may inspect a Lot and all Improvements thereto during construction.

- (d) **Governmental Compliance:** Owners are responsible for making sure that construction conforms to all Governmental Regulations. If the Union Station Design Review Board notes noncompliance, the Owner will be required to make the necessary changes. However, the Union Station Design Review Board is concerned primarily with aesthetic considerations, and is not responsible for compliance with Governmental Regulations.
- (e) **Failure to Commence Construction:** If construction of the Building or other Improvements reflected in the plans approved by the Union Station Design Review Board has not substantially commenced (e.g. by clearing and grading, pouring of footing, foundation and otherwise commencing framing and other related construction work) within thirty (30) days of approval of the same by the Union Station Design Review Board, then no construction may be commenced (or continued) on such Lot and the Owner of such Lot shall be required to resubmit all plans and specifications for such Building or other Improvements to the Union Station Design Review Board for approval in the manner set forth in this motion 4.04.

4.05 **Builder Approval:** Subject to the remaining terms and provisions of this Section 4.05, on builders who are members in good standing of the Union Station Builders Guild are authorized or allowed to build, renovate, improve or refurbish Buildings within Union Station. All members of Union Station Builders Guild shall be approved by the Union Station Design Review Board and must comply with all construction regulations of the Union Station Design Review Board, including, specifically, building in accordance with the plans and specifications approved by the Union Station Design Review Board and compliance with all of the terms and provisions of the Union Station Design Code. Union Station Builders Guild members must post a deposit for compliance and damages, the amount of which shall be determined from time to time by the Union Station Design Review Board. To the extent any Union Station Builders Guild member fails to comply with all of the requirements of the Union Station Design Review Board or the Declaration, such failure to comply may result in fines, forfeiture of the deposit and revocation of the right to build in Union Station and removal from the Union Station Builders Guild. Community Founder is not responsible for any claims relating to the construction of the any Improvements; such claims are solely the responsibility of the individual builder. Notwithstanding anything provided in this Section 4.05 to the contrary, an individual Owner may contract with and utilize a general contractor or licensed builder who is not a member of the Union Station Builders Guild so long as such general contractor or licensed builder is approved in advance by written notice by the Union Station Design Review Board and otherwise satisfies all of the requirements of the Union Station Design Review Board for the construction of Buildings within Union Station.

- 4.06 **Building Materials:** All building materials utilized on the outside of a Building are subject to approval by the Union Station Design Review Board. The Union Station Design Review Board may require that specific building materials manufactured or produced by specified manufacturers be utilized on all Improvements constructed within Union Station.
- 4.07 **Subsurface Condition:** Union Station may be located in an area which includes underground mines, tunnels, sinkholes and subsurface conditions which may result in sinkholes or other types of ground subsidence. The approval of plans and specifications by the Union Station Design Review Board for any Improvements on a Parcel shall not be construed in any respect as a representation or warranty by the Union Station Design Review Board or the Community Founder to the Owner submitting such plan or to any of the successors and assigns of such Owner that the surface or subsurface conditions of such Parcel are suitable for the construction of the Improvements contemplated by such plans and specifications. It shall be the responsibility of each Owner to determine suitability and adequacy of the surface and subsurface conditions of each Parcel for the construction of any contemplated Improvements thereon.
- 4.08 **Repurchase Option:**
- (a) **Repurchase Option/Payment of Resale Proceeds:** In the event (1) any Owner desires to sell, transfer or convey his or her Lot to any third party prior to the completion of a Primary Building thereon (i.e., a Dwelling Unit with respect to any Lot within any of the Combined Residential Areas or a commercial or office Building with respect to an of within any of the Commercial Areas) (in either case, a Primary Building), or (i) any complete construction of a Primary Building on such Owner's Lot within the time periods set fort in Section 4.08(b) below then, in either such event, the Community Founder does hereby reserve the right at its option (but without any obligation) to either (1) repurchase such Lot (the "Repurchase Option") in accordance with the terms and provisions of Section 4.08(c) below or elect to participate in any sales proceeds received by such Owner from the transfer, sale or conveyance of such Owner's Lot in accordance with the terms and provisions of Section 4.08(d) below.
- (b) **Time Limits for Commencement and Completion of Construction:** Unless otherwise agreed to in writing by the Community Founder, each Owner shall:
- (i) Within six (6) months from the date on which such Owner purchases a Lot from Community Founder (as evidenced by the date on the deed to such Lot from the Community Founder to such Owner) or other resale submit to the Union Station Design Review Board the plans and specifications required by the terms and provisions of Section 4.04 above;
- (ii) Within seven (7) months from the date on which such Owner purchases a Lot from the Community Founder or other resale, commence construction of a Primary Building on such Lot in accordance with the plans and specifications therefore which have been approved by the Union Station Design Review Board;
- (iii) Following commencement of construction, each Owner agrees to diligently pursue such construction to completion; and
- (iv) On or before six (6) months following the date on which the Union Station

Design Review Board has approved the plans and specifications for such Primary Building, substantially complete construction of such Primary Building, including all landscaping, in accordance with the plans and specifications for the same which have been approved by the Union Station Design Review Board.

As used herein the term "commence construction" shall mean the commencement by such Owner of construction of the Primary Building on such Lot by substantially clearing, grading and excavating such Lot and otherwise commencing to make other improvements to such Lot such as, but not limited to, pouring of footings and foundations and commencement of framing work. If, at any time after an Owner has commenced construction, such Owner fails to make significant construction progress during any 30-day period, such failure shall be considered to be a failure to diligently pursue construction as required by the terms and provisions of Section 4.08(b)(iii) hereof. A Primary Building shall be deemed to have been substantially completed upon the issuance of a final certificate of occupancy for such Primary Building by the applicable governmental authority and the completion of all landscaping work for such Lot in accordance with landscaping plans approved by the Union Station Design Review Board ("Substantial Completion"). Notwithstanding anything provided in this Section 4.08(b) to the contrary, all of the time periods specified in this Section 4.08(b) shall be extended for casualty, extreme material shortages, inclement -weather conditions which are not normal or customary for the time of year during which construction of such Primary Building is being undertaken and any other significant matters beyond the reasonable control of an Owner or his or her builder, provided, however, that no extension shall be granted as a result of any Liability to obtain financing or funding for the construction of such Primary Building.

- (c) Exercise of Repurchase Option: in the event any Owner fails to obtain approval and/or commence, diligently pursue or complete construction of a Primary Building on his or her Lot in accordance with the requirements of Section 4.08(h) above, then the Community Founder shall have the right, at any time after the expiration of any of the time periods set forth in Section 4.08(b) above, to provide written notice to such Owner exercising the Repurchase Option in accordance with the remaining terms and provisions of this Section 4.08(c). The consummation of the Repurchase Option by the Community Founder shall occur no later than thirty (30) days after the Community Founder has given written notice to such Owner of the Community Founder's election to exercise the Repurchase Option. At the closing of the purchase and sale of any Lot which is being repurchased by the Community Founder by virtue of the terms and provisions of this Section 4.08, the Owner of such Lot subject to such Repurchase Option shall transfer and convey the Lot subject to such Repurchase Option to the Community Founder, or its assigns by general warranty deed, free, and clear of all liens, encumbrances and any other matters of title other than those matters of record in existence immediately prior to the date and time when such Lot was originally conveyed by the Community Founder to such Owner. Such Owner shall, at his or her sole cost and expense, be obligated to pay all sums and otherwise take all action necessary or required to remove any and all liens, encumbrances and other title matters and exceptions encumbering such Owner's Lot other than any such liens, encumbrances and other title matters and exceptions in existence immediately prior to the date and time when such Lot was originally acquired by such Owner from the Community Founder. Contemporaneously with the delivery of the deed by such Owner to the Community Founder, the Community Founder shall pay to such Owner the Original Purchase Price, as defined in Section 4.08(d) below, paid by such Owner to the Community Founder (or if such Owner has acquired his or her Lot from a previous Owner other than the

Community Founder, then the Community Founder shall pay to such current Owner the Original Purchase Price paid to the Community Founder by the first or original Owner of such Lot), in each case, without interest thereon. The Owner of such Lot subject to the Repurchase Option shall pay prior to delivery of the Deed to the Community Founder any and all outstanding Assessments and any other charges due and owing under this Declaration. Real estate ad valorem taxes and any prepaid Assessments shall be prorated as of the date of delivery of such Deed.

- (d) **Sale of Lot Prior to Completion of Primary Building:** In the event the Owner of any Lot desires to sell, transfer or convey his or her Lot to any third party prior to Substantial Completion, as defined in Section 4.08(b) above, of a Primary Building thereon, then the Community Founder shall have the right at its option, to either (i) exercise the Repurchase Option and repurchase the Lot in accordance with the terms and provisions of Section 8.04(c) above or (ii) elect, in writing, to waive its Repurchase Option, in which event the Community Founder shall be entitled to receive twenty-five per cent (25%) of the Net Profit, as herein defined received by such Owner from the resale of such Lot, which amount will be due and payable in full upon the transfer and sale of any Lot by such Owner to any third party, which obligation shall be a personal obligation of the Seller of such Lot (the "Sales Participation Option"). As used in this Section 4.08(a), the following terms shall have the following meanings:
- (1) "Net Profit" means the Gross Resale Price, as herein defined, for such Lot, less the Original Purchase Price, as herein defined, for such Lot;
 - (2) "Gross Resale Price" means the total amount paid to such Owner by a third party purchaser in connection with the resale of such Owner's Lot, including compensation in any form paid to such Owner regardless of whether the same is reflected in the Gross Resale Price for such Lot, but without deduction for any costs of sale, prorations or other deductions from the Gross Resale Price received by Owner in any such resale; and
 - (3) "Original Purchase Price" means the gross amount originally paid by such Owner to the Community Founder for such Lot (increased by the costs or fair market value, whichever is less, of any Improvements made by the then current Owner to such Lot in accordance with plans approved by the Union Station Design Review Board), but without deduction for any costs of sale, prorations or other adjustments to the Original Purchase Price paid by such Owner to Community Founder for such Lot.
- (e) **Subordination of Mortgage:** The Repurchase Option retained and reserved by the Community Founder under the provisions of Section 4.08(a) and 4.08(c) above shall be and are subject and subordinate to the rights of any Mortgagee under any Mortgage which was duly recorded in the Register's Office prior to the exercise of the Repurchase Option by the Community Founder.
- (f) **Enforcement:** The Repurchase Option and the Sales Participation Option of the Community Founder set forth herein may be enforced by the Community Founder by an action for specific performance. In the event any Owner fails to timely and promptly

perform all of such Owner's obligations set forth in this section 4.08 with respect to the exercise by the Community Founder of the Repurchase Option or the Sales Participation Option, such Owner shall also pay to the Community Founder any and all costs and expenses incurred by the Community Founder in enforcing the terms and provisions of this Section 4.08 including, without limitation, reasonable attorneys' fees and expenses and Court costs. The Repurchase Option and the Sales Participation Option shall be and are covenants running with the land which shall be binding on the Owner of each Lot and such Owner's heirs, executors, successors and assigns.

- 4.09 **Limitation of Liability:** Notwithstanding anything provided herein to the contrary, (a) neither the Community Founder, the Union Station Design Review Board, the Association nor any agent, employee, representative, member, shareholder, partner, manager, officer or director thereof shall have any liability of any nature whatsoever for, and (b) each Owner by acceptance of a deed to any Parcel, does hereby irrevocably and unconditionally waive and release the Community Founder, the Union Station Design Review Board, the Association and each agent, employee, representative, member, shareholder, partner, manager, officer and director thereof from, any and all damage, loss, action cause of action, liability, expense or prejudice suffered, claimed, paid or incurred by any Owner on account of (i) any defects in any plans and specifications submitted, reviewed or approved by any of them, (ii) defects, structural or otherwise, in any work done according to such plans and specifications, (iii) the failure of the Union Station Design Review Board to approved of, or the disapproval of, any plans, drawings, specifications or other data submitted by any such Owner for approval to said Union Station Design Review Board, (iv) the approval or disapproval of any builder for membership in the Union Station Builders Guild, (v) the construction or performance of any work relating to such plans, drawings and specifications, including, without imitation; any actions or omissions of any builder or member of the Union Station Builders Guild approved by the Union Station Design Review Board, (vi) bodily injuries (including death) to any Owner or Occupant and any damage to any Improvements or any personal property of any Owner or Occupant which may be caused by, or arise as a result of, any defect, structural or otherwise, in any Improvements or the plans and specifications therefore which may be or have been approved by the Union Station Design Review Board and (vii) any other loss, claim, damage, liability or expense, including Court costs and attorneys' fees, suffered, paid or incurred by any Owner arising out of or in connection with the construction, use and occupancy of any Building or any other Improvements situated on such Owner's Parcel.
- 4.10 **Expense of Review:** Each Owner (or any contract purchaser of a Lot), who submits any plans to the Union Station Design Review Board for approval, shall pay to the Union Station Design Review Board a design review fee for the review of such plans and specifications for any Improvements to be made to such Owner's (or contract purchaser's) Lot. The Board shall set the Union Station Design Review Board's review fees to cover all or part of the expected cost of its operation, which fees shall be subject to change from time to time. If such fees do not cover the cost of review, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating or working capital fund for the Union Station Design Review Board to which any excess fees shall be contributed. The Union Station Design Review Board may employ personnel or contract with individuals or companies as necessary to assist in the review process.
- 4.11 **Indemnification of Union Station Design Review Board and Indemnification:** The Association shall and does hereby indemnify, defend and agree to hold each member of the Union

Station Design Review Board harmless from and against any and all costs and expenses, including Court costs and reasonable attorneys' fees, suffered, paid or incurred by any of them in connection with any action, suit or proceeding (including the settlement of any suit or proceeding) to which such individual may be made a party by reason of being or having been a member of the Union Station Design Review Board. The members of the Union Station Design Review Board shall not be liable for any mistake in judgment, negligence or otherwise, except for their own willful misconduct or reckless disregard of duty, as finally determined by a Court of competent jurisdiction. The members of the Union Station Design Review Board shall be deemed agents of the Association and shall have no personal liability of any nature with respect to any contract or other commitment made by them, in good faith, on behalf of the Union Station Design Review Board and the Association shall and does indemnify and agrees to defend and hold each member of the Union Station Design Review Board harmless from and against any and all liability to others on account of any such contract or commitment entered into by any member of the Union Station Design Review Board in furtherance of their respective duties and responsibilities on such Union Station Design Review Board.

4.12. Remedies of Union Station Design Review Board:

- (a) Suit Permitted: If (i) any Improvements are initiated, installed, maintained, altered, replaced or relocated on any Parcel without the prior written approval of the plans and specifications for the same by the Union Station Design Review Board or (ii) the Union Station Design Review Board shall determine that any approved plans and specifications for any Improvements for any Parcel are not being complied with in all material respects, then, in either event, the Owner of such Parcel shall be deemed to have violated this Declaration and the Association, acting on behalf and at the request of the Union Station Design Review Board, shall have the right to bring an action for damages, specific performance, declaratory judgment or injunction or exercise any other right or remedy available at law or in equity.
- (b) Trees: Improper cutting, removal or intentional damage to trees or other plants is subject to fines plus a requirement that the tree or plant be replaced with one of the same species and comparable size, or the largest available size if no similar tree or plant is available. Fines shall be recommended by the Union Station Design Review Board and submitted to the Board for enforcement pursuant to this Declaration.
- (c) No Waiver: Failure to enforce any provision of this Declaration shall not be deemed a waiver of the right to do so at any time thereafter.
- (d) Costs, Expenses and Individual Parcel Assessments: All costs and expenses incurred by the Union Station Design Review Board or the Association in enforcing any of the terms and provisions of this Article IV, including, without limitation, attorneys' fees, Court costs, costs and expenses of witnesses, engineers, architects, designers and land planners, together with any other costs and expenses paid or incurred by either the Union Station Design Review Board or the Association in correcting any non-compliance by any Owner, shall be paid by such Owner who has violated the terms and provisions of this Article IV and all such costs and expenses shall constitute an Individual Parcel Assessment under this Declaration.

4.13 **Construction Activities of the Community Founder:** All Owners and Occupants within Union Station do hereby acknowledge and agree that the Community Founder and its employees, agents, contractors, subcontractors, licensees and other designees will, from time to time, be conducting construction and other development activities within Union Station and the real property situated adjacent to or in close proximity with Union Station. By acceptance of a deed to any Parcel, each Owner, for such Owner and such Owner's heirs, executors, personal representatives, administrators, successors, assigns and Occupants, does further acknowledge and agree (a) that no construction or development activities undertaken by the Community Founder with respect to Union Station or any real property situated adjacent to or in close proximity with Union Station shall be deemed a nuisance or noxious or offensive activity under the terms and provisions of this Declaration or applicable law, (b) not to enter upon or allow their family members or Occupants to enter upon (regardless of whether such entry is a trespass or otherwise) any real property within or in proximity to Union Station where such construction or development activities are being conducted by the Community Founder (even if such development or construction activities are not being conducted at the time of their entry, such as at night or during non-working hours) and (c) that neither the Community Founder nor its employees, agents, contractors, subcontractors, licensees, designees, affiliates, subsidiaries, successors or assigns shall be liable for any losses, damages (compensatory, consequential, punitive or otherwise) injuries or deaths arising from or relating to any such entry by such Owner or such Owner's family members or Occupants upon any portion of Union Station or any real property situated adjacent to or in close proximity with Union Station upon which the Community Founder or any of its employees, agents, contractors, subcontractors, licensees and other designees are conducting any construction or other Development activities.

4.14 **Exemptions and Variances:** Notwithstanding anything provided in the Declaration to the contrary, the Community Founder may, in its sole and absolute discretion, grant exceptions, exemptions and variances from and to any of the terms and provisions of Articles IV and IX or otherwise modify, extend, release or waive any of the terms and provisions of Articles IV and IX thereof pursuant to a written instrument executed by the Community Founder. The issuance or granting of any exemption, exception or variance by the Community Founder to any one Parcel shall not obligate the Community Founder to grant any such similar exemption, exception or variance to any other Parcel.

ARTICLE V: OWNER'S ASSOCIATION

THE ASSOCIATION IS RESPONSIBLE FOR MAINTAINING UNION STATION AND ENFORCING THE DECLARATION AND THE RULES AND ASSOCIATION REGULATIONS WHILE THE COMMUNITY FOUNDER WILL CONTROL THE ASSOCIATION UNTIL THE OCCURRENCE OF THE TURNOVER DATE, THE OWNERS WILL THEREAFTER BE RESPONSIBLE FOR THE CONTINUATION OF THE COMMUNITY THROUGH THEIR PARTICIPATION IN THE ASSOCIATION.

5.01 **Duties and Powers:** The Association shall perform all duties required by this Declaration, the Articles and the Bylaws and shall enforce the terms of this Declaration and the Rules and Regulations. The Association may exercise any other right or privilege granted to it expressly by this Declaration, the Rules and Regulations or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it hereunder or

reasonably necessary to effectuate any such right or privilege. The powers and authority granted herein and in the Articles, the Bylaws and the Rules and Regulations to the Association shall be exercised by the Board, acting through the officers of the Association, without further consent or action on the part of any Owners.

- 5.02 **Delegation of Authority and Contract:** The Association may contract with any party, including the Community Founder and any Affiliates thereof, for the performance of all or any portion of the management of the Association and its maintenance and repair obligations. The costs incurred by the Association in connection with any such contracts shall be deemed Common Expenses. The Association, acting through the Board, shall have the right and authority to delegate to such persons of its choice, including third party management companies which may be Affiliates of the Community Founder, such duties of the Association as may be determined by the Board. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other, personnel as the Association shall deem necessary or desirable for the proper operation of any portion of the Common Areas whether such personnel are furnished or employed directly by the Association or by an independent contract with the Association. All costs and expenses incident to the employment of a manager of the Association or any of the Common Areas shall be a Common Expense. During the term of any such management agreement entered into by the Association with a third party, such manager may, if authorized by the Board, exercise all of the powers and shall be responsible for the performance of any of the duties of the Association set forth in this Declaration excluding therefrom any such powers or duties specifically reserved to the Board or the officers of the Association by this Declaration, the Articles of Incorporation or the Bylaws. Such manager may be an individual, corporation or other legal entity and may be either the Community Founder or any Affiliate thereof. Any contracts or agreements between the Association and the Community Founder or any Affiliates thereof shall be at such compensation and on such terms as would be usual, customary and obtainable in an arms-length transaction with any other third party providing comparable services for any real estate development in the southeastern United States of the size, quality and nature of Union Station. In addition to the foregoing, the Association may pay for and the Board may hire and contract for such legal and accounting services as are necessary or desirable. The Association may require that Owners contract for certain routine yard maintenance in order to provide a uniform level of care. The Association may also contract to provide special services to some Lots or Parcels which are not provided to all Lots and Parcels and the costs of which shall be Individual Parcel Assessments to such Lot or Parcel, which receives such special services.
- 5.03 **Membership:** Every Owner shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from title to any Parcel. The transfer or conveyance of fee title to any Parcel (other than by a Mortgage as security for the payment of an obligation) shall automatically include the transfer of all membership rights of the Owner of such Parcel in the Association with respect to the Parcel transferred and conveyed, notwithstanding any failure of the transferor to endorse to his transferee any certificates, assignments or other evidence of such membership in the Association.
- 5.04 **Voting Rights:** Each Owner shall have a proportional vote in matters submitted to the Owners for a vote pursuant to this Declaration and the Bylaws based on the allocation of interests and voting rights set forth in Section 6.02 below, however, subject to the Community Founder's rights under

Sections 5.06(b) and 6.03 below.

- 5.05 **Exercise of Vote:** When more than one person holds an interest in any Parcel, all such persons shall be members of the Association, however, the number of votes for that Parcel shall not be increased, and the Owners of such Parcel must determine among themselves how the Parcel's vote may be exercised. Corporations, partnerships and other entities shall notify the Association of the natural person, who shall exercise its vote. To the greatest extent permitted by law, the Association may institute voting by electronic or other means.
- 5.06 **Election of Board of Directors:**
- (a) **Procedure:** Elections shall be conducted in accordance with the Bylaws.
 - (b) **Initial Selection by Community Founder Until Turnover Date:** The Community Founder hereby retains and shall have the sole and exclusive right to appoint and remove, with or without cause, all members of the Board and all officers of the Association until the occurrence of the Turnover Date. From and after the Turnover Date, the members of the Board shall be elected by the members of the Association in accordance with the terms and provisions of the Bylaws. Each Owner, by acceptance of a deed to a Parcel, vests in the Community Founder the sole and absolute authority to appoint and remove all members of the Board and all officers of the Association until the occurrence of the Turnover Date.
 - (c) **Actions by Association:** Any and all actions required or permitted to be taken by the Association pursuant to the terms and provisions of this Declaration, the Articles, the Bylaws, the Rules and Regulations and any other documents and agreements pursuant to which the Association is vested with any rights or powers, shall, unless otherwise expressly provided herein to the contrary, be taken by the majority vote of the members of the Board without any requirement that the Owners or members of the Association consent to or approve of such action.
- 5.07 **Communications Services Agreements:** Without limiting the generality of Sections 5.01 and 5.02 and subject to the Community Founder's rights under Section 3.07(c), the Association is specifically authorized to enter into contracts with any party, including the Community Founder and any Affiliates thereof, or to take assignment from the Community Founder and any Affiliates thereof, and assume contracts with other parties with respect to the use and enjoyment of the Communications Infrastructure and/or to provide Communications Services to serve Union Station and the Owners and Occupants of Union Station. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modification to the Communications Infrastructure that the Board determines appropriate. The Association may arrange for use and enjoyment of the Communications Infrastructure by and/or the provision of Communications Services to Owners and Occupants of Parcels, directly or through arms-length contracts with any party, including the Community Founder and any Affiliates thereof. The Association may enter into bulk service agreements by which the use or enjoyment of particular Communications Infrastructure and/or a particular Communications Service is provided to all Owners, or it may offer various Communications Services at the option of particular Owners, or both. Any Association contract for Communications Services may require individual Owners or Occupants to execute separate agreements directly with the service providers in order to gain

access to or obtain specified Communications Services. Such contracts and agreements may contain terms and conditions that, if violated by the Owner or the Occupant of a Parcel, may result in termination of services provided to such Owner or Occupant. Any such termination shall not relieve the Owner of the continuing obligation to pay assessments for any portion of the charges for such infrastructure or service that are assessed against the Owner as a Common Expense. The Association shall be responsible for fulfilling its obligations under any contract for Communications Services, including any such contract entered into prior to the Turnover Date. The Association and each Owner acknowledges and agrees that use or enjoyment of Communications Infrastructure and/or provision of Communications Services shall be subject to usage policies and minimal equipment requirements of the service with respect to the use, access and/or services provided.

ARTICLE VI: ALLOCATION OF INTERESTS

THE DECLARATION PROVIDES A FORMULA FOR ALLOCATING INTERESTS AMONG THE LOTS AND PARCELS FOR THE PURPOSES OF DETERMINING THE GENERAL ASSESSMENTS AND SPECIAL ASSESSMENTS PAYABLE BY EACH SUCH LOT OR PARCEL AND IN ORDER TO DETERMINE THE VOTING RIGHTS ATTRIBUTABLE TO EACH PARCEL WITHIN UNION STATION.

6.01 **Generally:** General Assessments and Special Assessments made by the Association shall be allocated among the Lots and Parcels in accordance with the relative values described in Section 6.02 below. Voting rights in the Association attributable to each of the Lots and Parcels shall, subject to the provisions of Section 6.03 below, also be equal to the relative values set forth in Section 6.02 below. Individual Parcel Assessments may be levied against any Lot or Parcel in accordance with the terms and provisions of Section 8.05 below.

6.02 **Assignment of Values:**

(a) **Allocated Values:** Subject to the remaining provisions of this Section 6.02, the following allocated values (and voting rights) are assigned and allocated among Lots in Union Station on the basis of the type of use for such Lot.

<u>Area, Use or Dwelling Type</u>	<u>Allocated Value (and Voting Rights)</u>
Each Single-Family Residential Lot (regardless of whether a Single-Family Residential Unit has been constructed herein)	1.0 Allocated Unit (and Voting Right)
Each Condominium Unit	0.50 Allocated Unit (and Voting Right)
Each Multi-Family Unit	0.25 Allocated Value (and Voting Right)
Each Live/Work Unit	0.50 Allocated Value (and Voting Right)
Commercial Area (other than any Single Family Residential Units, Condominium Units,	None

Individual Parcel Assessments. The voting rights attributable to any Live/Work Unit may be assigned or transferred to any tenants or residents of such Live/Work Unit subject to the satisfaction of the requirements for transfer or assignment of voting rights set forth in the Bylaws.

- (f) **Commercial Areas:** Except for any Dwelling Units situated within any of the Commercial Areas, no portion of any of the Commercial Areas within Union Station shall be subject to any General Assessments or Special Assessments; provided, however, that all Parcels within any Commercial Areas shall at all times be subject to Individual Parcel Assessments. Furthermore, except as provided in Sections 6.02(i) and 8.01 hereof, none of the Owners of any Lots or Parcels within any of the Commercial Areas (other than Owners of Dwelling Units) shall be entitled to any voting rights with respect to any matters submitted to the Owners for approval pursuant to the terms and provisions of this Declaration.
- (g) **Determination of Total Values and Voting Rights:** The total of all allocated values and all voting rights for Union Station shall be determined by adding together all of the allocated values in effect as of the date on which (i) notice of any annual or special meeting of the members of the Association is given to the Owners, (ii) notice of the amount of General Assessments is given by the Board to all Owners or (iii) a Special Assessment has been approved by the Owners pursuant to Section 8.04 below. The voting rights of any Owner are subject to the terms and provisions of the Bylaws which may limit restrict or suspend voting rights of certain Owners who are in violation of the terms and provisions of this Declaration. Any and all references in this Declaration to the vote of a specified percentage (in interest) shall mean and refer to the combined voting interest (based on the allocation set forth in Section 6.02(a) above) of the Owners (or only those Owners who own Lots or Dwelling Units within a specified and use area) who are voting on a matter at a meeting of the Owners or a ballot vote of the Owners, in either case held in accordance with the requirements of the Bylaws.
- (h) **Amendments to Section:** Pursuant to the terms and provisions of Sections 2.03 and 2.06(b) of this Declaration, the Community Founder has the right, from time to time and at any time, to adopt new District classifications for Union Station. To the extent the Community Founder exercises its rights under Sections 2.03 and 2.06(b) hereof to establish new District classifications for Union Station, then the Community Founder shall have the right, in its sole and absolute discretion, without the consent or approval of any Owners or Mortgagees, to amend this Section 6.02 (including, specifically Section 6.02(a) above) with respect to the allocation of values and voting rights with respect to such new District classifications. Except as otherwise authorized in the preceding sentence of this Section 6.02(h), the allocation of values and voting rights set forth in Section 6.02(a) above and the provisions of Sections 6.02(b) through 6.02(h) hereof may not be modified or amended unless approved as follows:
- (i) The Owners of at least ninety per cent (90%) of the total number of Lots or Parcels (or Condominium Units, Multi-Family Units or Live/Work Units, as applicable) within the applicable Land use area whose allocated values and voting rights are to be amended must approve in writing such amendment; provided, however, that with respect to any Commercial Areas (other than any

Single-Family Residential Units, Condominium Units, Multi-Family Units or Live/work Units situated within any Commercial Area) and any Special Use Parcels only, no Commercial Areas (other than any Single-Family Residential Units, Condominium Units, Multi-Family Units or Live/work Units situated within any Commercial Area) or Special Use Parcel may be subjected to or obligated to pay any General Assessments or Special Assessments unless the Owner of such Commercial Areas (other than any Single-Family Residential Units, Condominium Units, Multi-Family Units or Live/work Units situated within any Commercial Area) or Special Use Parcel specifically agrees in writing to pay General Assessments or Special Assessments;

- (ii) At least fifty-one per cent (51%) in interest of all Owners (including those Owners voting pursuant to item (i) of this Section 6.02(h) who are voting, either in person or proxy, at a duly constituted meeting of the members of the Association or in a ballot vote held in lieu thereof specifically approve such amendment and modification; and
- (iii) To the extent such modification or amendment will be effective at any time prior to the occurrence of the Turnover Date, the same must also be approved in writing by the Community Founder.

For the purposes of this section 6.02(h) only, (1) the Owner of each Lot within a Multi-Family Area shall be entitled to one vote for each Dwelling Unit owned within a Multi-Family Area, (2) the Owner of each Condominium Unit shall be entitled to one vote for each Condominium Unit owned and (3) the Owner of each Lot within a Commercial Area (regardless of whether such Lot contains a Dwelling Unit) shall be entitled to one (1) vote for each Lot owned within a Commercial Area.

- (i) **Special Use and Exempt Parcels:** None of the Special Use Parcels and no Lots or Parcels within any of the Commercial Areas (other than Dwelling Units) are subject to any General Assessments or Special Assessments; however, such Lots or Parcels are subject to Individual Parcel Assessments. Except as specifically provided in Sections 6.02(h) and 8.01 hereof, no Special Use Parcels and no Lots or Parcels within any of the Commercial Areas (other than Dwelling Units) are allocated voting rights. Parcels which are used or owned by Governmental Authorities or nonprofit entities may have a zero allocation of voting rights, as determined by the Community Founder, in its sole discretion. The Community Founder may designate any Parcel as a Special Use parcel at any time up to and including the time of conveyance of such Parcel to someone other than the Community Founder. In addition, the Community Founder may, in its sole discretion, grant exemptions with respect to the payment of any Assessments for any Special Use Parcel. Once granted, such exempt status shall continue so long as the use of the Parcel remains substantially the same. Both the Union Station Design Review Board and the Association have the authority to designate any Parcel as a Special Use Parcel and grant exempt status for qualified entities upon terms and conditions established by the either the Union Station Design Review Board or the Association.

6.03 **Control By Community Founder:** Notwithstanding anything provided to the contrary in this Declaration, the Articles, the Bylaws, the Union Station Design Code, the Rules and Regulations or any other documents relating to Union Station, the Community Founder shall, subject to the

remaining terms and provisions of this Section 6.03 have the sole and exclusive right to exercise all voting rights in the Association until the occurrence of the Turnover Date, provided, however, that (a) any Special Assessments must be approved by the Owners pursuant to Section 8.04 below, (b) the Owners shall have the voting rights set forth in Section 6.02(h) above and (c) certain amendments to this Declaration are subject to the terms and provisions of Section 11.02 below.

ARTICLE VII: ASSOCIATION BUDGET

THE BOARD HAS THE RIGHT TO DETERMINE ANNUALLY THE BUDGET FOR THE ASSOCIATION WHICH BUDGET SHALL INCLUDE AMOUNTS FOR MAINTAINING THE COMMON AREAS AND MANAGING THE ASSOCIATION.

7.01 **Fiscal Year:** The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

7.02 **Common Expense:** Each annual budget of the Association shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the following (collectively, the "Common Expenses"):

- (i) Salaries, fringe benefits and other compensation paid and out-of-pocket expenses reimbursed by the Association for its employees, agents, officers, members of the Board and any third party contractors;
- (ii) ~~Management fees and expenses of administration, including legal and accounting fees, incurred by or on behalf of the Association;~~
- (iii) Utility charges for any utilities serving any of the Common Areas and charges for other common services for Union Station, including, without limitation, trash collection and security services, if applicable;
- (iv) Fees, costs and expenses incurred by or on behalf of the Association for any Communications Services and/or the use and enjoyment of any Communications Infrastructure provided to the Association and/or each Owner and Occupant pursuant to any Communications Services Agreement between the Association and any other party, including the Community Founder and any Affiliates thereof.
- (v) The costs of any insurance policies purchased for the benefit of the Association as required or permitted by this Declaration, including, without limitation, fire, flood and other hazardous coverage, public liability coverage and such other insurance coverage as the Board determines to be in the best interest of the Association, including errors and omissions insurance, fidelity bonds, directors' and officers' liability insurance and any other liability insurance coverage for the benefit of the Association, the members of the Board, and any officers, employees, agents or representatives of the Association (including members of the Union Station Design Review Board);
- (vi) The expenses of maintaining, operating, repairing and replacing all portions of the Common Areas and any other amenities and facilities serving Union Station (whether

located within or outside of Union Station) which the Board, in its sole discretion, determines from time to time would be in the best interest of the Association to so maintain, operate, repair or replace, including, without limitation, the maintenance, repair and replacement of (1) any and all street light standards, sign posts and signage which are not maintained, repaired or replaced by the City of Shelbyville, Tennessee and (2) any ball fields; nature trails, parks or other areas within Union Station which may be owned or used by any Governmental Authority, school board or park board which the Association may elect at any time and from time to time to maintain;

- (vii) Ad valorem real and personal property taxes assessed and levied upon any of the Common Areas;
- (viii) The expenses of the Union Station Design Review Board which are not paid in full by plan review charges;
- (ix) The costs and expenses for conducting recreational, cultural or other related programs for the benefit of the Owners and Occupants;
- (x) Any amounts necessary to repay any loans obtained by the Association, including, without limitation, any loans relating to the payment of the costs to construct any recreational facilities such as clubhouses, swimming pools, tennis courts and similar amenities within Union Station;
- (xi) All other fees, costs and expenses incurred by the Association in accordance with the terms and provisions of this Declaration or which the Board, in its sole and absolute discretion, determines to be appropriate to be paid by the Association, including, without limitation, taxes and governmental charges not separately assessed against Lots or Parcels; and
- (xi) The establishment and maintenance of a reasonable reserve fund or funds (1) for inspections, maintenance, repair and replacement of any portions of the Common Areas for which the Association is responsible to inspect, maintain, repair or replace on a periodic basis, (2) to cover emergencies and repairs required as a result of casualties, which are not funded by insurance proceeds, and (3) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board.

7.03 Reserves: If any budget or the amount of General Assessments collected by the Association at any time proves to be inadequate or insufficient for any reason to fully pay all Common Expenses of the Association, then the Board may call a meeting of the members of the Association for the purpose of approving Special Assessments as provided in Section 8.04 below. If the actual amount of General Assessments collected in any one year exceeds the actual costs incurred for the Common Expenses for such year, the excess shall be retained by the Association as a reserve for subsequent years' Common Expenses or for any other purposes as may be determined by the Board, including, without limitation, the making of any capital improvements to the Common Areas.

7.04 Preparation and Approval of Annual Budget: Each year the Board shall, by majority vote,

determine, adopt and approve a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. Such budget, as approved by the Board, shall be binding on all Owners. The amount set forth in such budget shall constitute the aggregate amount of General Assessments for all of Union Station for the then applicable year and each Owner shall pay his or her *pro rata* share of the same as provided in Section 6.02 hereof. Upon written request, a copy of the then applicable annual budget for General Assessments shall be provided to any Owner.

7.05 **Effect of Failure to Prepare or Adopt Budget:** The Board's failure or delay in preparing or adopting the annual budget for any fiscal year shall not waive or release an Owner's obligation to pay General Assessments whenever the amount of such General Assessments is finally determined.

ARTICLE VIII: COVENANTS FOR ASSESSMENTS

THE COST OF FULFILLING THE ASSOCIATION'S FINANCIAL OBLIGATIONS IS DIVIDED EQUITABLY AMONG THE OWNERS BY MEANS OF GENERAL ASSESSMENTS. TO ASSURE THE ASSOCIATION OF A RELIABLE SOURCE OF FUNDS AND TO PROTECT THOSE OWNERS WHO CONTRIBUTE THEIR EQUITABLE SHARE, GENERAL ASSESSMENTS AND SPECIAL ASSESSMENTS ARE MANDATORY AS TO ALL LOTS AND PARCELS UNLESS EXEMPTED IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS DECLARATION AND ARE SECURED BOTH BY A LIEN ON THE PARCEL AND CONSTITUTE THE PERSONAL OBLIGATION OF THE OWNER OF A PARCEL. FURTHER, TO THE EXTENT APPLICABLE, AN OWNER MAY BE SUBJECT TO INDIVIDUAL PARCEL ASSESSMENTS WHICH ARE ALSO SECURED BY A LIEN ON THE PARCEL AND CONSTITUTE THE PERSONAL OBLIGATION OF THE OWNER OF PARCEL.

8.01 **Assessments and Creation of Lien:** Each Owner of a Lot or Parcel by acceptance of a deed or other instrument conveying any interest therein, regardless of whether such deed or instrument contains a reference to this Declaration, is hereby deemed to covenant and agree to pay to the Association (a) General Assessments, as established and to be collected as provided in Section 8.03 below, (b) Special Assessments, to be established and collected as provided in Section 8.04 below, and (c) Individual Parcel Assessments which are established or assessed pursuant to Section 8.05 below; provided, however, that (i) except for Dwelling Units within Commercial Areas (which are subject to all Assessments), no portions of any of the Commercial Areas shall be subject to either General Assessments or Special Assessments, (ii) no Special Use Parcels shall be subject to either General Assessments or Special Assessments and (iii) no portion of the Common Areas are subject to any Assessments. All Assessments, together with late charges and interest at the Applicable Rate, as provided in Section 8.07(a) below, and all Court costs and attorneys' fees incurred by the Association to enforce or collect such Assessments shall be an equitable charge and a continuing lien upon each Lot or Parcel for which the Owner thereof is responsible for the payment of the same, which lien may be enforced in the manner provided in Section 8.07(c) below. Each Owner shall be personally liable for the payment of all Assessments, coming due while he or she is the Owner of a Lot or Parcel and his or her grantee shall take title to such Lot or Parcel subject to the equitable charge and continuing lien therefore, but without prejudice to the rights of such grantee to recover from his or her grantor any amounts paid by such grantee to the Association which were the legal obligations of the grantor. All Assessments, together with late charges and interest at the Applicable Rate, as specified in Section 8.07(a) below, Court costs and attorneys' fees incurred with respect thereto by the Association shall also be a personal obligation of the person who was the Owner of the Lot or Parcel at the time such

Assessments and other costs and charges were assessed or incurred. In the event of co-ownership of any Lot or Parcel, all of the co-owners shall be jointly and severally liable for the entire amount of such Assessments. All Assessments shall commence as to each Lot or Parcel as provided in Section 8.06 below and be paid in such manner and on such dates as may be fixed by the Board. All Assessments shall be payable in all events without offset, diminution or abatement by reason of fire or other casualty or any taking as a result of, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof with respect to any Lot or Parcel or any improvements thereto, Common Areas or any other portion of Union Station or any other cause or reason of any nature. The General Assessments and Special Assessments shall be used for the general purposes of promoting the recreational, health, safety, welfare, common benefit and enjoyment of the Owners and Occupants of Union Station and otherwise for the general upkeep and maintenance of Union Station, including, specifically, the Common Areas, all as may be more specifically authorized from time to time by the Board. Notwithstanding anything provided herein to the contrary, each Owner and Occupant does hereby acknowledge and agree that certain portions of the General Assessments and the Special Assessments as well, as certain Common Expenses to be incurred by the Association, may not benefit all of the Owners and Occupants equally but that the levy of such General Assessments and Special Assessments and the incurrence of Common Expenses shall be deemed to be for the benefit of all of Union Station. The provisions of this Section 8.01 which exempt Commercial Areas (other than Dwelling Units) and Special use Parcels from General Assessment and Special Assessments may not be modified or amended without the prior written consent of all of the Owners of all Lots and Parcels situated within the Commercial Areas of Union Station and the Owners of all Special Use Parcels.

8.02 Rate of Assessments:

- (a) Both General Assessments and Special Assessments, as described in Sections 8.03 and 8.04 below shall be assessed against each Lot or Parcel in accordance with the allocations set forth in Section 6.02 above.
- (b) Notwithstanding anything provided in Section 8.02(a) above to the contrary, in the event any Additional Property is added to Union Station, then each Lot or Parcel within the Additional Property shall be subject to the same General Assessments and Special Assessments then being charged to the Owners of all other Lots, Parcels or Dwelling Units within the same type District, subject to proration for the actual number of days remaining in the calendar year in which such Additional Property was added to Union Station.
- (c) Each Owner of a Lot or Parcel, by acceptance of a deed to such Lot or Parcel, acknowledges and agrees that the General Assessments and Special Assessments payable by such Owner are subject to change, modification, increase or decrease, respectively, in the event that (i) any Lots or Parcels are combined, subdivided or resubdivided by the Community Founder or (ii) any portion of Union Station becomes Common Areas or are exempted from Assessments as provided in Section 6.02(h) above.

8.03 General Assessments: Pursuant to the provisions of Section 7.04 above, the Board shall determine and approve annually an annual budget covering the estimated Common Expenses for Union Station for the upcoming year, which budget shall include the amount payable by each Lot,

Parcel or Dwelling Unit on a District by District basis in accordance with the terms and provisions of Section 6.02 above. The amount set forth in such budget shall constitute the aggregate amount of General Assessments for all of Union Station for the then applicable year and each Owner shall pay his or her proportionate share of the same as provided in Section 6.02 above. As used in this Declaration, the term "General Assessments" with respect to each Lot, Parcel or Dwelling Unit shall mean the proportionate amount of the Common Expenses payable each calendar year by each Owner in accordance with the provisions of this Section 8.03 and Section 6.02 above.

8.04 **Special Assessments:** In addition to the General Assessments authorized in Section 8.03 above, the Board may levy in any year Special Assessments for Common Expenses or any extraordinary costs incurred or to be incurred by the Association, including, without limitation, costs which have been, are or will be, incurred for capital improvements which are not paid for from General Assessments; provided, however that any such Special Assessments must be approved by a majority of the votes cast at a duly convened meeting of the Association or in a ballot vote by the members of the Association held in accordance with the provisions of the Bylaws. As used herein, the term "Special Assessments" shall mean those assessments made to all Owners pursuant to this Section 8.04. The Board may make such Special Assessments payable in one lump sum or in installments over a period of time which may, in the Board's discretion extend beyond the then fiscal year in which said Special Assessments are levied and assessed. Special Assessments shall be levied against and payable by each Owner in accordance with the provisions of Section 6.02 above.

8.05 **Individual Parcel Assessments:** The Association may, in its sole discretion, at any time and from time to time levy and assess as individual assessments (collectively "Individual Parcel Assessments") against any Lot or Parcel: (a) fines against an Owner and such Owners Lot or Parcel in accordance with the terms and provisions of Sections 9.05 hereof or adopted by the Union Station Design Review Board or the Association pursuant to any of the terms and provisions of this Declaration, (b) any costs or expenses, including, without limitation, collection costs, attorneys fees, Court costs and any administrative costs and expenses incurred by or on behalf of the Union Station Design Review Board or the Association as a result of the failure of any Owner, Occupant or their respective family members, agents, guests, servants, employees, invitees and contractors, to at all times observe and perform their respective duties and obligations under this Declaration, the Union Station Design Code or the Rules and Regulations, (c) any special services provided by the Association to a Parcel at the request of the Owner thereof and (d) any fees, charges and other costs incident to the use of any of the Common Areas for which a charge for the use thereof has been established by the Board. The Individual Parcel Assessments provided for in this Section 8.05 shall be levied by the Board and the amount and due date of such Individual Parcel Assessment shall be specified by the Board in a notice to such Owner.

8.06 **Rate of Commencement of Assessments:**

- (a) Assessments shall commence as to each Lot or Parcel on the day on which such Lot or Parcel is conveyed to a person other than the Community Founder or any Affiliate thereof and shall be due and payable in such manner and on such schedule as may be established from time to time by the Board, subject to proration for the remainder of the then calendar year in which such Lot or Parcel was conveyed to a person other than the

Community Founder or any Affiliate thereof. Assessments for Lots or Parcels within any portion of the Additional Property hereafter submitted to the terms of this Declaration shall commence with respect to each such Lot or Parcel on the day on which such Lot or Parcel is conveyed to a person other than the Community Founder or any Affiliate thereof, subject to proration and adjustment according to the number of days then remaining in the calendar year in which such Additional Property was added to the terms of this Declaration.

- (b) Notwithstanding anything provided in this Declaration to the contrary, but subject to the remaining terms and provisions of this Section 8.06(b) and Section 8.06(c) below, neither the Community Founder nor any Affiliate thereof nor any builder, who is a member in good standing of the Union Station Builders Guild respecting the unimproved and non-occupied Lot(s) upon which a Building is being erected in compliance with this Declaration shall be obligated to pay any Assessments for any Lots or Parcels owned by the Community Founder or any Affiliate thereof. Subject to the provisions of Section 8.06(c) below, at all times prior to the Turnover Date, the Community Founder shall have the option, in its sole discretion, to either (i) pay General Assessments on Lots or Parcels owned by the Community Founder and any Affiliates thereof or (ii) fund any deficits which may exist between the total amount of General Assessments assessed to all other Owners and the actual costs incurred by the Association for Common Expenses in any particular year. From and after the Turnover Date, (1) the Community Founder and any Affiliates thereof shall pay Assessments on the same manner as all other Owners with respect to any Lots owned by the Community Founder nor any Affiliates thereof and (2) neither the Community Founder nor any Affiliate shall have any further obligation of any nature to fund any deficits relating to the Common Expenses.
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- (c) Notwithstanding anything provided in this Section 8.06 to the contrary, in no event shall any Affiliate of the Community Founder be obligated to pay any Assessments prior to the Turnover Date for any Lots or Parcels owned by any such Affiliate unless and only to the extent that a Building has been constructed on such Lot or Parcel and is then being occupied for either residential living purposes (with respect to any Lots within any of the Combined Residential Area) or is open for the transaction of a trade or business (with respect to any Lots within any of the Commercial Areas).

8.07 Effect of Non-Payment Remedies of the Association:

- (a) Each Owner of a Lot or Parcel is and shall be deemed to covenant and agree to pay to the Association all Assessments provided for herein. The Association shall provide written notice or a billing invoice to each Owner setting forth the amount of the Assessments due and payable by such Owner and the due date for payment of such Assessments (which due date shall, with respect to General Assessments and Special Assessments only, be at least 30 days from the date of such notice or billing invoice). In the event any Assessments or any portions thereof are not paid in full by the due date for such Assessments, then (i) the Owner of such Lot or Parcel shall be deemed in default hereunder and (ii) a late fee in the amount of One Hundred and no/100 Dollars (\$100.00) (which amount shall be subject to increase from time to time and at any time, as determined by the Board, in its sole discretion) shall automatically be levied and

assessed against such Owner and such Owner's Lot or Parcel. In addition, if any Assessments or any portion thereof (including late fees) are not paid in full within thirty (30) days following the due date for the payment of such Assessments, then the unpaid portion of the Assessment (including the late fee) shall accrue simple interest at the lesser of eighteen per cent (18%) per annum or the highest rate which may be charged to said Owner by law (the "Applicable Rate") from and after the 30th day following the due date of such Assessments until the same has been paid in full. In the event the Association employs an attorney or otherwise takes any legal action in attempting to collect any amounts due from any Owner, such Owner agrees to pay all attorneys' fees, Court costs and all other expenses paid or incurred by the Association. The lien and equitable charge upon each Lot or Parcel for Assessments shall also include all late fee charges, interest at the Applicable Rate and all attorneys' fees, Court costs and all other expenses paid or incurred by the Association in attempting to collect any unpaid Assessments.

- (b) In the event any Assessments are not paid by any Owner within thirty (30) days following the due date for the payment of such Assessments, then, in addition to all other rights and remedies provided at law or in equity, the Association, acting through its Board, or through any of its officers or authorized representatives, may, at any time thereafter, undertake any or all of the following remedies:
- (i) The Association may commence and maintain a suit at law against an Owner to enforce such charges and obligations for Assessments and any such judgment rendered in any such action shall include the late fee charge and interest at the Applicable Rate, together with attorneys' fees, Court costs and all other expenses paid and incurred by the Association in collecting such unpaid Assessments; and
 - (ii) The Association may enforce the lien created pursuant to Sections 8.01 and 8.07(c) hereof in the manner hereinafter provided.
- (c) There is hereby created a continuing lien on each Lot and Parcel and all Improvements thereto, with power of sale, in favor of the Association, which secures the payment to the Association of any and all Assessments levied against or upon such Lot or Parcel, all late fees or charges, interest at the Applicable Rate and all attorneys' fees, Court costs and all other expenses paid or incurred by the Association in collecting any Assessments. If any portion of any Assessments remains unpaid for more than thirty (30) days following the due date for the payment of such Assessments, then, at any time thereafter, the Association, through the Board or any officer or authorized representative thereof, may, but shall not be obligated to, make written demand on such defaulting Owner, which demand shall state the date and amount of delinquency. Each default shall constitute a separate basis for a demand and claim of lien, but any number of defaults may be included in a single demand. If such delinquency is not paid in full within ten (10) days after the giving of such demand then the Association may file a claim of lien and perfect its lien against the Lot or Parcel of such delinquent Owner, which claim shall be executed by any member of the Board or any officer of the Association, which claim shall be executed information and be recorded in the Register's Office:
- (i) The name of the delinquent Owner;

- (ii) The legal description and street address, if any, of the Lot or Parcel upon which the lien claim is made;
- (iii) The total amount claimed to be due including Late charges, interest at the Applicable Rate, collection costs and attorneys' fees incurred to date and a statement, if applicable, that such charges and costs shall continue to accrue and be charged until full payment has been received; and
- (iv) A statement that the claim of lien is made by the Association pursuant to this Declaration and is claimed against such Lot or Parcel in an amount equal to that stated therein.

The lien provided for herein shall be in favor of the Association and the Lot or Parcel secured thereby may be sold by the Association to the highest bidder at public auction front of the Courthouse door of Bedford County, Tennessee, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper or general circulation published in Bedford County, Tennessee, and, upon payment of the purchase money, the Association or any person conducting the sale for the Association is authorized to execute to the purchaser at said sale a deed to the Lot or Parcel purchased at such foreclosure sale. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell such Lot or Parcel. Each Owner's acceptance of a deed to any Lot or Parcel, shall be deemed to (1) grant to and vest in the Association and its agents, the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (2) grant to and vest in the Association and its agents the right and power to bring all actions against such Owner personally for the collection of all amounts due from such Owner, (3) expressly waive any objection to the enforcement and foreclosure of the lien created herein and (4) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any such suit or action for foreclosure.

- (d) In addition to the other rights and remedies provided herein, in the event any Owner fails to pay any Assessments by the due date of such notice or billing statement for such Assessments, then the Association shall have the right, subject to the provisions of Section 9.05(c) below, to suspend the privileges of such Owner, his or her Occupants, family members, guests and invitees from using any of the recreational facilities, if any, which constitute part of the Common Areas.

8.08 Subordination of Lien: Notwithstanding anything provided herein to the contrary, the lien for Assessments and other charges authorized herein with respect to any Lot or Parcel in Union Station is and shall be subordinate to the lien of any Mortgage held by any Mortgagee, but only to the extent that the Mortgage held by any such Mortgagee is recorded in the Register's Office prior to the filing of a claim of lien by the Association pursuant to Section 8.07(c) above. When a Mortgagee exercises its foreclosure rights provided in its Mortgage and acquires title to or sells to a third party its interest in any Lot or Parcel, then such Mortgagee or its purchaser or transferee at such foreclosure sale shall (a) not be liable for the then unpaid portion of any Assessments or other charges incurred prior to the date of transfer or acquisition of title by foreclosure so long as the Mortgage held by such Mortgagee was recorded in the Register's Office prior to the filing of a claim of lien by the Association pursuant to Section 8.07(c) above, but (b) be Liable for all Assessments and other charges levied, assessed or incurred with respect to such Lot or Parcel

from and after the date of such foreclosure sale. The foregoing shall not relieve any Owner whose Lot or Parcel has been foreclosed from the personal obligation to pay all Assessments and other charges levied, assessed or incurred by the Association and the Association shall have the right to pursue all rights and remedies against a defaulting Owner notwithstanding the foreclosure of a Mortgage by Mortgagee on such Owner's Lot or Parcel.

8.09 **Certificates:** The Association (or any officer or authorized representative thereof) shall, upon request and at such reasonable charges as may from time to time be adopted by the Board, furnish to any Owner a certificate in writing setting forth whether the Assessments for which such Owner is responsible have been paid and, if not paid, the outstanding amount due and other costs and expenses due from such Owner. Such certificate shall be conclusive evidence of payment of any Assessments stated therein.

8.10 **Capitalization Fees:**

- (a) **Initial Sales:** Subject to the remaining terms and provisions of this Section 8.10 at the closing and transfer of title of each Parcel to the first Owner of such Parcel other than the Community Founder or any Affiliates thereof, the initial purchaser of such Parcel shall contribute and pay to the Association a Capitalization Fee such amount to be set by Community Founder or the Association. This contribution shall be made by the initial purchaser of a Parcel (and not the Community Founder or any Affiliates thereof) and shall be utilized by the Association for the payment of any costs and expenses (including loan repayments) relating to the construction of any recreational facilities such as clubhouses, swimming pools, tennis courts and similar amenities within Union Station and other capital expenditures of the Association, working capital for the Association and the payment of Common Expenses, and shall not be considered as a prepayment of any Assessments.
- (b) **Resales:** Subject to the remaining terms and provisions of this Section 8.10, at the closing of each subsequent conveyance of any Parcel by an Owner, (other than Community Founder or any Affiliates thereof) to a third party purchaser (other than Community Founder or any Affiliates thereof), each and every third party purchaser of a Parcel shall contribute and pay to the Association a Capitalization Fee such amount to be set by Community Founder or the Association which contribution shall also be utilized by the Association for the payment of any costs and expenses (including loan repayments) relating to the construction of any recreational facilities such as clubhouses, swimming pools, tennis courts and similar amenities within Union Station and other capital expenditures of the Association, working capital for the Association and the payment of Common Expenses, and shall not be considered as a prepayment of any Assessments.
- (c) **Exemptions:** Notwithstanding anything provided in this Declaration to the contrary, the Capitalization Fees specified in Sections 8.10(a) and 8.10(b) above shall not be applicable to (i) the Association, to the extent the Association purchases a Lot or Parcel in any foreclosure action pursuant to Section 8.07 above, (ii) the Community Founder in the exercise of any of the repurchase rights and options granted to the Community Founder in Article IV hereof or (iii) a builder who is a member in good standing of the Union Station Builders Guild respecting the unimproved and unoccupied Lot(s) owned by said builder and upon which a Building is being constructed in compliance with this

Declaration.

8.11 Transfer Fees:

- (a) **Initial Sales:** Subject to the remaining terms and provisions of this Section 8.11 at the closing and transfer of title of each Parcel to the first Owner of such Parcel other than the Community Founder or any Affiliates thereof, the initial purchaser of such Parcel shall contribute and pay to the Association a Transfer Fee such amount to be set by Community Founder or the Association. This contribution shall be made by the initial purchaser of a Parcel (and not the Community Founder or any Affiliates thereof) and shall be utilized by the Association for the payment of any costs and expenses relating to the creation and maintenance of the Owner's membership with the Association and the payment of Common Expenses, and shall not be considered as a prepayment of any Assessments.
- (b) **Resales:** Subject to the remaining terms and provisions of this Section 8.10, at the closing of each subsequent conveyance of any Parcel by an Owner, (other than Community Founder or any Affiliates thereof) to a third party purchaser (other than Community Founder or any Affiliates thereof), each and every third party purchaser of a Parcel shall contribute and pay to the Association a Transfer Fee such amount to be set by Community Founder or the Association. This contribution shall be utilized by the Association for the payment of any costs and expenses relating to the creation and maintenance of the Owner's membership with the Association and the payment of Common Expenses, and shall not be considered as a prepayment of any Assessments.
- (c) **Exemptions:** Notwithstanding anything provided in this Declaration to the contrary, the Transfer Fees specified in Sections 8.11(a) and 8.11(b) above shall not be applicable to (i) the Association, to the extent the Association purchases a Lot or Parcel in any foreclosure action pursuant to Section 8.07 above, (ii) the Community Founder in the exercise of any of the repurchase rights and options granted to the Community Founder in Article IV hereof or (iii) a builder who is a member in good standing of the Union Station Builders Guild respecting the unimproved and unoccupied Lot(s) owned by said builder and upon which a Building is being constructed in compliance with this Declaration.

ARTICLE IX: USE OF PARCELS

THE FOLLOWING COVENANTS ARE DESIGNED TO PROTECT THE QUALITY OF LIFE FOR ALL OWNERS WITHIN UNION STATION AND TO SET A STANDARD FOR REASONABLE COOPERATION WITHIN THE COMMUNITY.

- 9.01 **Permitted Uses:** Permitted uses for Parcels, which may include residential use, civic use or retail, office, restaurant or other commercial use, shall be determined based on the Union Station Design Code. All uses for all Parcels shall at all times comply with any applicable Governmental Requirements. The Community Founder may make a use determination for any Parcel at the time of the Parcel's addition to Union Station, or at any time up to and including the time of conveyance of the Parcel to someone other than the Community Founder. If the Community Founder fails to make such a determination, then the Union Station Design Code shall govern and describe permitted uses. A home-based business which complies with all governing use and

zoning ordinances and regulations and does not have frontage except on a rear lane or alley and which does not generate significant noise, odor or traffic shall be permitted in any of the Single-Family Residential Areas. Furthermore, the permitted uses for any Parcel may be changed and amended from time to time by either an amendment to the Union Station Design Code or an amendment to the Master Plan. Any uses may be modified by modification of the Union Station Design Code or by the grant of a variance pursuant to the provisions of Section 4.14 hereof; provided, however that any such modification shall not prohibit a legally existing use without the Owner's prior written consent.

9.02 **Prohibited Uses:**

- (a) **Nuisances, Unlawful Use:** No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate on any Parcel. The Association may regulate excessive noise and odor and may define and determine other unacceptable uses. All Governmental Regulations of all Governmental Authorities having jurisdiction shall be complied with by and at the sole expense of the Owner of each Parcel;
- (b) **Insurance:** Nothing shall be done or kept on any Parcel which will increase the rate of, or result in cancellation of, insurance for any other Parcel or its contents, without the prior written consent of the Association;
- (c) **Soliciting:** The Association may regulate or prohibit soliciting within Union Station;
- (d) **Time Sharing:** No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. The leasing of a Building or the ownership of a Parcel by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership. Nothing contained in this Section 9.02(d) shall be deemed to prevent or preclude the Community Founder from developing any portion of Union Station in a condominium form of ownership,

9.03 **Attractiveness and Safety of Parcel:**

- (a) **Maintenance of Parcels:** The maintenance and repair of all Parcels and all improvements situated thereon or therein, including, without limitation, all lawns, shrubbery, landscaping and the grounds on or within a Parcel, shall be the sole responsibility of the Owner of such Parcel. The Owner of each Parcel shall, in addition to the foregoing maintenance requirements, maintain, if required by the Association, any portion of the Common Areas (or greenspace or right-of-way within the Common Roads) lying between the property line of such Owner's Lot and the curb of the adjacent Common Road.
- (b) **Other Restrictions Affecting Parcels:** The Union Station Design Code and the Rules and Regulations set forth other terms, provisions, covenants, conditions and requirements which shall be applicable to all, or only portions of, the Parcels within Union Station.

The Union Station Design Code the Rules and Regulations or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

- (c) **Corrective Action by Association:** If the Association determines, after the giving of 30 days notice, that any Owner has failed to maintain any part of such Owner's Parcel (including any Building or the yard, shrubbery, landscaping and any wall, fence, garden structure or other Improvements thereto) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, the Rules and Regulations or the Union Station Design Code, then the Association shall also have the right (but not the obligation), without liability to enter upon such Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. All costs and expenses paid or incurred by the Association in connection therewith shall constitute an Individual Parcel Assessment against the Owner of such Parcel.

9.04 **Rules and Regulations:**

- (a) **Generally:** The initial Rules and Regulations are attached to and included in the bound volume of documents provided to all initial Lot purchasers. The Rules and Regulations do not need to be recorded to be effective, but shall be available from the Board and will be provided to the Owners or posted as provided in Section 9.04(b) below. By this reference, the Rules and Regulations, as the same may be amended from time to time, are incorporated into and made a part of this Declaration. At all times prior to or after the occurrence of the Turnover Date, the Rules and Regulations are subject to modification and amendment from time to time and at any time solely by the action of the Board and without any prior notification of or action by any of the Owners. The Board shall also have the right to adopt additional Rules and Regulations which shall be incorporated into and form a part of the Rules and Regulations, including, without limitation, the right to approve rental and sales agents, contractors and subcontractors who do business within Union Station.
- (b) **Notice:** A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within Union Station or furnished to each Owner.

9.05 **Enforcement:**

- (a) **Owner's Responsibilities:** Each Owner and such Owner's Occupants shall conform and abide by the covenants contained in this Declaration and all of the Rules and Regulations. Each Owner shall be responsible for assuring such compliance and any violation by an Owner's Occupants may be considered to be a violation by the Owner.
- (b) **Remedies of Association:** In addition to the other rights and remedies provided elsewhere in this Declaration or the Rules and Regulations, in the event any Owner or Occupant violates any of the provisions of this Declaration or the Rules and Regulations,

then the Board shall have the power and right, at its option to (i) impose monetary fines which shall constitute Individual Parcel Assessments, (ii) suspend an Owner's right, if any, to vote in the Association and (iii) suspend or terminate the privilege of such Owner and such Owner's Occupants to use all or any of the recreational facilities, if any, which constitute part of the Common Areas. Any action to be taken by the Board pursuant to this Section 9.05(b) shall be subject to the satisfaction of the terms and provisions of Section 9.05(c) below.

- (c) **Notice, Hearing and Fines:** In the event any Owner or Occupant is believed to be in violation of this Declaration, or the Rules and Regulations, (other than any violation of Paragraph 13(l) of the Rules and Regulations which violation of such Paragraph 13(f) of the Rules and Regulations shall be governed exclusively by the terms and provisions of such Paragraph 13(f), then the Board shall not impose a fine, suspend voting rights or suspend or terminate any other rights pursuant to Section 9.05(b) above unless written demand to cease and desist from such alleged violation shall be served upon the Owner responsible for such violation setting forth the information required by the terms and provisions of this Section 9.05(c) and providing such Owner the opportunity to appear before and be heard by the Board. Any notices required by this Section 9.05(c) shall specify:

- (i) The alleged violation;
- (ii) The action required to abate such violation;
- ~~(iii) A time period of not less than five (5) days during which the violation may be abated and corrected by such Owner without further sanctions if such violation is a continuing one or, if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration or the Rules and Regulations may result in the imposition of sanctions without further notice or cure rights; and~~
- (iv) The date, which shall be no earlier than five (5) days from the date of such written notice, and the time and place at which such Owner may appear before the Board to be heard.

Each day an infraction continues shall be deemed a separate infraction subject to fine. However, the primary goal of this provision is not to punish but to conciliate and resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association. The foregoing procedure shall only be applicable to the enforcement right specified in Section 9.05(b) above and shall not apply to the exercise of any other rights or remedies specified in an other section or provision of this Declaration, the Rules and Regulations or the Union Station Design Code.

- (d) **Covenants Committee:** The Board may appoint a Covenants Committee composed of Owners to hear violations of the Declaration, the Union Station Design Code or the Rules and Regulations and to recommend to the Board possible fines or other enforcement action to be taken by the Association under this Section 9.05.

- (e) **Additional Remedies:** All remedies listed in this Section 9.05 are non-exclusive and may be applied cumulatively. The Association shall also have the right to exercise all other rights and remedies specified elsewhere in this Declaration, the Union Station Design Code, the Rules and Regulations or by applicable law in the event of any violation thereof by any Owner or Occupant.

ARTICLE X: INSURANCE

INSURANCE IS ESSENTIAL TO PROTECT THE INTERESTS OF THE VARIOUS OWNERS AND TO ASSURE THAT FUNDS WILL BE AVAILABLE FOR REBUILDING AFTER A CASUALTY. HOWEVER, BECAUSE INSURANCE COSTS MAY INCREASE SIGNLFCANTLY OR NEW TYPES OF COVERAGE MADE AVAILABLE, THIS ARTICLE GIVES FLEXIBILITY TO THE BOARD TO SELECT INSURANCE COVERAGE THAT IS REASONABLE FOR THE CONDITIONS THAT EXIST AT THAT TIME.

- 10.01 **Insurance Maintained by the Association:** The Board shall have the authority to obtain and maintain at all times any and all insurance coverages, in such form, in such amounts and with such insurance carriers, as the Board may from time to time deem appropriate for the benefit of the Association, including, without limitation, extended coverage, flood, vandalism, malicious mischief, commercial liability, workmen's compensation, employer's liability, directors' and officers' liability, fidelity bonds and any and all other types of insurance coverage as determined from time to time by the Board, in its sole and absolute discretion. The Board shall review limits of insurance coverage and the type of insurance coverage at least once a year.
-
- 10.02 **Owner's Coverage:** Each Owner shall be solely responsible for obtaining and maintaining public liability (or commercial liability), property damage, title and all other types of insurance with respect to his or her Parcel and any Improvements situated thereon. Each Owner, by acceptance of a deed to or other conveyance of any interest in any Parcel, does hereby waive and release the Association, the Board, the Community Founder and their respective agents, employees, representatives, partners, shareholders, members, managers, officers and directors from any and all liabilities or responsibilities or any other claims by or through such Owner, by way of subrogation or otherwise, for any loss or damage covered by (or which should be covered by) broad form fire and extended coverage insurance (or homeowner's insurance coverage) and public or commercial liability insurance coverage maintained or which should be maintained by any Owner as required herein, even if such loss or damage has been caused by the fault or negligence of the Association the Board, the Community Founder or at: of their respective agents, employees representatives, partners, shareholders, members, managers, officers or directors.
- 10.03 **Repair and Reconstruction after Fire or Other Casualty:**
- (a) **Common Areas:** If any of the Improvements on or to any of the Common Areas are damaged or destroyed by fire or other casualty Board shall arrange for and supervise the prompt repair and restoration of such Improvements. The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from any reserves held by the Association for the repair and replacement of such Improvements, and then from any Special Assessments that may be necessary after exhausting insurance proceeds and such reserves; provided, however, that the Board may, in its sole discretion, elect not to repair

any such damaged Improvements to the Common Areas in which event all insurance proceeds, if any, recovered with respect thereto shall be retained by the Association. In addition, the Board may obtain one or more loans to pay any costs and expenses of restoring any Improvements damaged by fire or other casualty so long as such loan is approved by the requisite percentage in interest of Owners as required by the Bylaws.

- (b) **Parcel Improvements:** If any Building or any other Improvements on a Parcel are damaged or destroyed by fire or other casualty, the Owner of that Parcel shall immediately proceed to rebuild and restore the Improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Union Station Design Review Board. If the Owner fails to clean and secure a Parcel within 30 days after a fire or other casualty, the Association may, in accordance with the provisions of Section 9.03(c) above, remove debris, raze or remove portions of the damaged structure and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such cleanup shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

10.04 **Condemnation:**

- (a) **Common Areas:** In the event of the taking of all or any portion of any of the Common Areas as a result, in lieu of or in anticipation of the exercise of the right of eminent domain, condemnation or by private purchase in lieu thereof then the award from such taking or sale shall be paid to the Association and, subject to the terms and provisions of this Section 10.04(a), shall be utilized to either purchase remaining lands either within or ~~outside of Union Station for the utilization of additional~~ Common Areas or, to restore, rebuild or replace those portions of the Common Areas subject to such taking. If the award from such taking is insufficient to fully defray the costs of such repair or replacement and such deficiency cannot be appropriated from the reserve fund as may have been established for such purpose, then a Special Assessment may be levied pursuant to the terms and provisions of Section 8.04 of this Declaration, Notwithstanding the foregoing, to the extent the Common Areas subject to such taking cannot be restored or replaced or additional lands within or outside of Union Station cannot be purchased by the Association in order to remove, replace or restore the Common Areas so taken or if the Board shall determine that the portions of the Common Areas so taken should not be replaced or restored, then in any such event, the net award from such taking shall be retained by and for the benefit of the Association.
- (b) **Parcels and Improvements:** In the event all or any portion of a Parcel or any Improvements thereto is taken as a result of, in lieu of or in anticipation of the exercise of right of eminent domain, condemnation or by private purchase in lieu thereof, then to the extent practicable, the Owner of such Parcel and any Improvements thereto shall promptly repair, restore, rebuild and otherwise restore the remaining portions of such Parcel and the Improvements thereto as nearly as practicable to the condition to which the same existed immediately prior to such taking. In the event the restoration of such Parcel or the Improvements thereto would be impracticable or would otherwise violate any of the terms and provisions of this Declaration or the Union Station Design Code, then the Owner of such Parcel shall, with the prior written approval of the Union Station Design Review Board, have the right to clear away any remaining Improvements damaged or

destroyed by such taking and shall leave such Parcel and any remaining Improvements thereon in a clean, orderly, safe and sightly condition. If the Owner fails to clean and secure a Parcel within 30 days after any such taking, the Association may, in accordance with the provisions of Section 9.05(d) above, remove debris, raise or remove portions of the damaged structures and perform any other clean-up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

**ARTICLE XI: AMENDMENT, DEDICATION AND CONVEYANCE OF COMMON AREAS
AND TERMINATION OF DECLARATION**

PRIOR TO THE TURNOVER DATE, THE COMMUNITY FOUNDER HAS RESERVED THE RIGHT TO AMEND THIS DECLARATION SUBJECT TO OBTAINING THE CONSENT OR APPROVAL OF A SPECIFIED PERCENTAGE OF THE OWNERS TO THE EXTENT REQUIRED BY SECTION 11.02 BELOW. AFTER THE TURNOVER, THIS DECLARATION MAY BE AMENDED BY THE VOTE OF THE OWNERS.

11.01 Amendment:

- (a) Amendments by Community Founder Prior to Turnover Date. Subject to the provisions of Section 11.02 below, until the occurrence of the Turnover Date, the Community Founder may, in its sole discretion, amend this Declaration by a written instrument filed and recorded in the Register's Office without obtaining the approval of any Owner or Mortgagee. Any amendment made pursuant to this Section 11.01(a) shall be certified by the Community Founder and shall be effective upon recording of the same in the Register's Office. Each Owner, by acceptance of a deed to a Parcel, and each Mortgagee, by acceptance of a Mortgage on any Parcel, agrees to be bound by all amendments permitted by this Section 11.01(a).
- (b) Amendments by Owners Prior to Turnover Date: Subject to the provisions of Section 11.02 below, at any time prior to the Turnover Date, this Declaration may be amended by the Owners upon the written consent or ballot vote of both (i) the Community Founder and (ii) if fifty-one per cent (51%) in interest of those Owners (including the Community Founder who shall have the voting rights attributable to any and all Parcels owned by the Community Founder) who are voting either in person or by proxy at either a duly constituted meeting of the Owners held in accordance with the terms and provisions of the Bylaws or who are voting in a ballot vote submitted to the Owners pursuant to the terms and provisions of the Bylaws. Any amendment made and approved in accordance with the terms and provisions of this Section 11.01(b) shall be evidenced by an instrument signed by the Community Founder and either (1) the President or any Vice President of the Association, which President or any such Vice President shall also certify that the requisite number of votes to adopt such amendment have been cast at a meeting of the Owners or in a ballot vote of the Owners in accordance with the terms and provisions hereof or (2) by those Owners who have voted in favor of such amendment in accordance with the terms and provisions of this Section 11.01(b) and shall be effective upon recording of the same in the Register's Office.

- (c) **Amendments After Turnover Date:** Subject to the provisions of Section 11.02 below, after the occurrence of the Turnover Date, amendments to this Declaration shall be proposed and adopted only by the affirmative vote of fifty-one per cent (51%) in interest of those Owners (including the Community Founder who shall have the voting rights attributable to any Parcels owned by the Community Founder) who are voting either in person or by proxy at either a duly constituted meeting of the Owners held in accordance with the terms and provisions of the Bylaws or who are voting in a ballot vote submitted to the Owners pursuant to the terms and provisions of the Bylaws. Any other attempt to amend this Declaration shall be deemed null and void. Any and all amendments which have been approved in accordance with the terms and provisions of this Section 11.01(c) shall be executed by all parties whose consent to the same is required; provided, however, that in the alternative, the sworn statement of the President or any Vice President of the Association may be attached to and incorporated into such amendment without joinder of any of the Owners stating unequivocally that the agreement of the requisite percentage in interest of Owners was lawfully obtained to such amendment. Any such amendment shall be effective upon recording of the same in the Register's Office.

11.02 **Restrictions on Amendment:**

- (a) If, prior to the occurrence of the Turnover Date, any amendment proposed by the Community Founder to this Declaration (other than an amendment to add Additional Property to this Declaration or amendments pursuant to Sections 11.02(c) below) (i) materially and adversely alters or changes the rights of any Owner to the use of his or her Parcel, as determined solely by the Community Founder, in its reasonable discretion, or (ii) involves the levy of a Special Assessment or an amendment to Section 8.04 of this Declaration, ~~then, in either event, such amendment shall be valid only upon the written consent or ballot vote of both (1) the Community Founder and (2) fifty-one per cent (51%) in interest of those Owners (including the Community Founder who shall have the voting rights attributable to any and all Parcels owned by the Community Founder) who are voting either in person or by proxy at either a duly constituted meeting of the Owners held in accordance with the terms and provisions of the Bylaws or who are voting in a ballot vote submitted to the Owners pursuant to the terms and provisions of the Bylaws. Each Owner, by acceptance of a deed to any Parcel, and each Mortgagee, by acceptance of a Mortgage encumbering any Parcel, acknowledges and agrees that the addition of Additional Property to this Declaration pursuant to Section 2.03 above and the amendment of this Declaration to add Additional Property to the terms and provisions hereof (x) shall not and does not constitute a material and adverse alteration or change in or to the rights of any Owner to the use of his or her Parcel and (y) may be undertaken unilaterally by the Community Founder without the consent or approval of any Owner or Mortgagee.~~
- (b) Notwithstanding anything provided in this Declaration to the contrary, at any time prior to or after the occurrence of the Turnover Date, (i) any amendments to (1) Sections 6.02(a) through 6.02(h) of this Declaration shall not be effective unless approved in accordance with the terms and provisions of Section 6.02(h) above and (2) the provisions of Section 8.01 above which exempt the Commercial Areas (other than Dwelling Units) and Special Use Parcels from General Assessments and Special Assessments may not be amended unless approved in accordance with the terms and provisions of Section 8.01

above, (ii) none of the specific rights reserved in this Declaration unto the Community Founder, including, without limitation, any of the easements reserved or established herein for the benefit of the Community Founder, may be amended, without the specific consent of the Community Founder, including, without limitation, any of the easements reserved herein, and (iii) the termination of this Declaration pursuant to Section 11.04 below must be approved in accordance with the terms and provisions of Section 11.04 below and (iv) the Union Station Design Code and Master Plan may be amended by the Community Founder and the Union Station Design Review Board in the manner provided in Section 4.01 (b) above and the Rules and Regulations may be amended by the Board in the manner provided in Section 9.04(a) above, in each case without the consent or approval of any Owners or Mortgagees.

- (c) Notwithstanding anything provided in this Declaration to the contrary (but subject to the terms and provisions of Section 11.02(d) below), the Community Founder reserves the right at any time and from time to time to amend this Declaration without the consent or approval of any Owner or Mortgagee, to the extent necessary, as determined by the Community Founder, in its sole discretion, to (i) comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration or any other government agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by the above-named entities, (ii) induce any of the foregoing described agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with Mortgages covering any Parcel, (iii) correct clerical or typographical errors in this Declaration or any exhibit hereto, (iv) bring the Declaration in compliance with applicable Governmental Regulations or (v) to restate or compile all previous amendments to this Declaration into a single document. Any amendment to this Declaration made by the Community Founder pursuant to this Section 11.02(c) may be made solely by the Community Founder without the consent or approval of any Owner or Mortgagee.
- (d) Notwithstanding anything provided in this Declaration to the contrary, in no event shall any amendments be made to this Declaration which would alter, reduce, affect, diminish or otherwise amend the obligations of the Association to at all times maintain the Common Areas unless such amendments are approved in writing by the City of Shelbyville, Tennessee (the "Town").

- 11.03 **Conveyance of Common Areas:** The Community Founder reserves the right, in its sole and absolute discretion, to grant conservation and utility easements and otherwise convey portions of the Common Areas to Governmental Authorities or tax-exempt entities in accordance with the terms and provisions thereof. Furthermore, the Community Founder does hereby reserve for itself and the Association their respective successors and assigns, forever, the right to grant non-exclusive easements over and upon any of the Common Areas to any Governmental Authorities, including, without limitation, school boards and school districts, which easements may be granted for either a nominal or no consideration whatsoever. In addition to the foregoing, any of the Common Areas or any portion thereof, may be transferred and conveyed by the Association at any time and on such terms as the Board may determine.

- 11.04 **Duration: Termination:** The covenants and restrictions contained in this Declaration shall run with the land and bind Union Station and shall inure to the benefit of and be enforceable by the Community Founder, the Association, and all Owners of property within Union Station, their respective legal representatives, heirs, successors or assigns for a period of ninety-nine (99) years from and after the date of this Declaration and shall be automatically extended and renewed for successive and continuous periods of ten (10) years each unless an instrument signed by Owners representing ninety per cent (90%) in interest of all of the votes in the Association shall have been recorded, agreeing to terminate the Declaration as of a specified date; provided, however, that (a) the rights of way and easements established, granted and reserved in Article II hereof shall continue and remain in full force and effect for the time periods and duration specified therein, and (b) this Declaration may not be terminated for so long as any of the Common Areas continue to exist unless such an entity acceptable to the Town has accepted the responsibility to maintain the same and such termination is approved in writing by the Town.

ARTICLE XII: GENERAL PROVISIONS

THE PROVISIONS OF THIS ARTICLE SET FORTH GENERAL PROVISIONS CONCERNING THE CONSTRUCTION AND INTERPRETATION OF THE DECLARATION.

- 12.01 **Interpretation:** The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of Union Station as a community that Community Founder has envisioned or currently envisions. The bold printed and capitalized portions at the beginning of each Article are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation, but shall not be used in the construction or interpretation of any of the terms and provisions of this Declaration. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance, subdivision regulations or building codes which are less restrictive. The effective date of this Declaration shall be the date hereof. The captions and headings contained in this Declaration are for convenience of reference only and shall not be used in the construction or interpretation of any of terms and provisions of this Declaration. The table of contents, cover page and any index to this Declaration are for convenience of reference only and shall not define or limit any of the terms and provisions hereof.
- 12.02 **Severability:** If any provision of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Declaration or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.
- 12.03 **Enforcement of Declaration:**
- (a) **Mediation:** Except for the Association's enforcement of its lien rights or other methods for collection of Assessments, any other dispute arising out of this Declaration may (but without any obligation) be heard by a mediator selected by the parties.
 - (b) **Legal Remedies:** To enforce this Declaration, the Rules and Regulations or the Union Station Design Code, the Association, the Community Founder and the Union Station Design Review Board may each bring an action for damages, specific performance, declaratory decree or injunction, or any combination of such relief or any other remedy at

law or in equity. In addition, the Association may enforce its lien rights established by this Declaration. The Board shall be empowered to bring suits on behalf of the Association.

- (c) **No Waiver:** Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.
- (d) **Legal Fees:** In addition to all of the other rights and remedies set forth in this Declaration and the Rules and Regulations, in the event either the Community Founder, the Board, the Association, the Union Station Design Review Board or any of their respective agents and representatives, undertake any legal or equitable action which any of them deem necessary to abate, enjoin, remove or extinguish any violation or breach of this Declaration or the Rules and Regulations, then all costs and expenses incurred by any of them, including, without limitation, attorneys' fees and Court costs, in enforcing any of the terms, provisions, covenants or conditions set forth in this Declaration or the Rules and Regulations shall be paid for by the Owner against whom such action was initiated. The Association and its agents and representatives, including, specifically, the Union Station Design Review Board and the Board, are each hereby authorized to take any and all legal or equitable action as may be necessary under the circumstances to restrain or enjoin any violation or breach of this Declaration or the Rules and Regulations or to otherwise seek monetary damages as a result of any expenses incurred by the Association or the Union Station Design Review Board to cure any such violation or breach by any Owner.

12:04 **Notices:** Each Owner shall be obligated to furnish to the Association, in writing, the address, if other than the Parcel of such Owner, to which any notice to such Owner under this Declaration is to be given and, if no address other than such Parcel shall have been designated in writing, then all notices and demands shall be mailed or delivered to the Parcel of such Owner. Any Owner may, for the purposes of notices hereunder, specify in writing to the Association that all notices be submitted to such Owner by facsimile transmission or through the internet utilizing a specific electronic mailbox for that particular Owner. All notices required or permitted to be given to any Owner pursuant to the terms and provisions of this Declaration shall be deemed to have been sufficiently given or served upon any Owner when either (a) deposited in the United States mail for first-class delivery with postage prepaid and addressed to the last address furnished by such Owner to the Association (or if no address has been furnished, then to the Parcel of such Owner), in which case notice shall be deemed given upon deposit of same in the United States mail, (b) delivered to the Building, if any, situated on an Owner's Parcel in which event notice shall be deemed given upon personal delivery of such notice to the mailbox or when attached to the front door of such Building, (c) sent by facsimile transmission to a facsimile number provided in writing by such Owner to the Association, which notice shall be deemed to have been given upon transmission of such facsimile notice or (d) sent by internet to an electronic mailbox address provided in writing by such Owner to the Association which notice shall be deemed to have been given upon transmission of such electronic mail by the Association. All notices to the Association shall be delivered or sent to the following address:

Union Station Community Association, LLC
201-A Grand Station Boulevard
Shelbyville, TN 37160

Email: parkerbrothers@charterinternet.com

or to such other address as the Association may from time to time specify in a notice to the Owners. All notices to the Community Founder shall be sent or delivered to the Community Founder at the above address or to such other address as the Community Founder may notify the Association.

- 12.05 **Gender and Number:** The use of the masculine gender shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders.
- 12.06 **Governing Law:** This Declaration shall be construed in accordance with the laws of the State of Tennessee.
- 12.07 **No Reverter:** Except for the repurchase rights retained by the Community Founder as to each Parcel as provided in Section 4.08 hereof, no restriction or provision hereof is intended to be or shall be construed as a condition subsequent or a possibility of reverter in favor of the Community Founder nor shall any provision be deemed to vest any reversionary interest in the Community Founder.
- 12.08 **Control by Community Founder:** Each Owner, by acceptance of a deed to any Parcel, and each Mortgagee by acceptance of a Mortgage encumbering any Parcel, agrees that until the Turnover Date, the Community Founder shall have the sole and exclusive right and authority to (a) appoint and remove all members of the Board and (b) exercise all voting rights in the Association (except to the extent specifically provided to the contrary in Section 11.02 above).
- 12.09 **Rights of Third Parties:** This Declaration shall be recorded for the benefit of the Community Founder, the Association, the Union Station Design Review Board, the Owners and their respective Mortgagees; however, by such recording, no other adjoining property owner or third party (other than the Town as provided in Sections 11.02(d) and 11.04) shall have any right, title, or interest whatsoever in Union Station or its operation and continuation, in the enforcement of any of the provisions of this Declaration or the rights to consent to or approve of any amendment or modification of this Declaration.
- 12.10 **No Trespass:** Whenever the Association, the Community Founder, and their respective agents, employees, representatives, successors and assigns, are permitted by this Declaration to enter upon or correct, repair, clean, maintain or preserve or do any other action within any portion of a Parcel, the entering thereon and the taking of such action shall not be deemed a trespass.
- 12.11 **No Partition:** Each Owner hereby waives any right, to seek or obtain judicial partition of any portion of Union Station.
- 12.12 **Assignment:** The Community Founder shall have the right, in its sole and absolute discretion, to assign any and all of the rights, powers, reservations, easements and duties contained herein to any person or entity who shall thereupon have the same rights, powers, reservations, easements and duties as the Community Founder hereunder. Notwithstanding anything provided herein to

the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Parcel by the Community Founder to a third party shall constitute or be deemed to constitute a transfer of any of the rights reserved herein to the Community Founder unless express reference is made in such instrument of conveyance to the specific rights created in this Declaration which the Community Founder has transferred to any such third party.

- 12.13 **Binding Effect:** The terms and provisions of this Declaration shall be binding upon each Owner, Occupant and Mortgagee and their respective heirs, executors, administrators, personal representatives, successors and assigns and shall inure to the benefit of the Community Founder, the Association, the Union Station Design Review Board, all of the Owners and their respective Mortgagees and each of their respective heirs, executors administrators, personal representatives, successors and assigns.
- 12.14 **Standards for Review:** Whenever in this Declaration, the Community Founder, the Union Station Design Review Board or the Association have the right to approve, consent to, or require any action to be taken pursuant to the terms or provisions hereof, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of the Community Founder, the Union Station Design Review Board or the Association, as the case may be.
- 12.15 **Oral Statements:** Oral statements or representations by the Community Founder, the Association, the Union Station Design Review Board or any of their respective employees, agents, representatives, successors or assigns, shall not be binding upon the Community Founder, the Association or the Union Station Design Review Board.
- ~~12.16 **Further Assurances:** Each Owner covenants and agrees to execute, sign and deliver, or cause to be executed, signed and delivered and otherwise do or make or cause to be done or made any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, which may be reasonably requested by the Community Founder, the Association or the Union Station Design Review Board for the purpose of or in connection with clarifying, amending or otherwise consummating any of the transactions and matters herein.~~
- 12.17 **Protection of Utility Systems:** The Association in addition to all other responsibilities set forth in this Declaration shall take all necessary measures to protect and preserve the utility systems, including, but not limited to, the sewer systems and related drain and drip fields located in Union Station, including, but not limited to, those located in the Common Areas. Each Owner shall be subject to liability and recovery of all damages associated with the interference with or damage to any such utility and sewer systems and for which the Community Founder, its affiliates, successors and assigns, the Association and the Town may exercise any right or remedy available in this Declaration or by law to recover the same, including, but not limited to, the imposition of an Individual Parcel Assessment.

IN WITNESS WHEREOF, the Community Founder has caused this Declaration to be executed as of the day and year first above written.

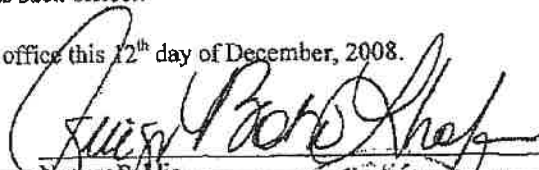
PARKER BROTHERS, LLC

By: 
Marvin Parker, General Manager

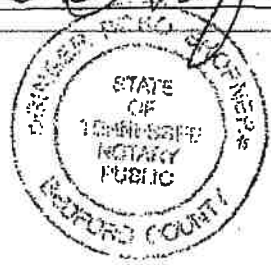
STATE OF TENNESSEE
COUNTY OF BEDFORD

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared, **MARVIN PARKER**, with whom I am personally acquainted (or proved to me on the basis of *satisfactory evidence*), and who, upon oath, acknowledged himself to be the General Manager of Parker Brothers, LLC, the within named bargainer, a limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by self as such officer.

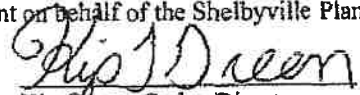
Witness my hand and official seal at office this 12th day of December, 2008.


Notary Public

My commission expires: Oct. 17, 2012



Submitted to and approved by the Shelbyville Codes Department on behalf of the Shelbyville Planning Commission this the 12th day of December, 2008.

By: 
Kip Green, Codes Director

Mailed
4-5-13

This Instrument Was Prepared By:
DeSha Watson, PLLC
1106 18th Avenue South
Nashville, Tennessee 37212

**AMENDMENT TO DECLARATION OF RESTRICTIONS, AMENDED RESTRICTIONS,
COVENANTS AND EASEMENTS
OF
UNION STATION**

THIS AMENDMENT is hereby made and entered into this 26th day of March, 2013, by CB&S Bank, an Alabama Corporation having a principal office of 200 Jackson Street South, Russellville, Alabama, 35653.

WITNESSETH:

WHEREAS, Parker Brothers LLC, by Deed of Trust dated January 29, 2008, of record in Book TD 682, Page 403, Instrument No. 08000648, and Deed of Trust dated July 23, 2009, of record in Book TD 720, Page 43, Instrument No. 09004493, in the Register's Office for Bedford County, Tennessee (the aforementioned shall hereinafter be referred to as the "Deeds of Trust") conveyed certain real property to secure the payment of certain Promissory Notes (the "Notes") described in the Deeds of Trust; and

WHEREAS, default was made in the payment of the Notes by Parker Brothers, LLC; and

WHEREAS, CB&S Bank demanded that the Successor Trustee under the Deeds of Trust foreclose same; and

WHEREAS, the Successor Trustee advertised the encumbered real property for sale in accordance with the terms and provisions of the Deeds of Trust, notices of the time and place of said sale having been published in the *Shelbyville Times Gazette* on February 3, 2013, February 10, 2013, and February 17, 2013; and

WHEREAS, the Successor Trustee, as required by the terms of the Deeds of Trust, offered said property for sale to the highest bidder for cash, at public outcry, at the front door of the Bedford County Courthouse in Shelbyville, Tennessee on Wednesday, February 27, 2013, and that CB&S Bank, being the highest and best bidder thereof, became the purchaser of said real property.

4-5-13
DB

WHEREAS, by Successor Trustee's Deeds of record in Book D314, Page 582-586, Instrument No. 13001384, and of record in Book D314, Page 587-590, Instrument No. 13001385, in the Register's Office for Bedford County, Tennessee, ownership of the real property was transferred to CB&S Bank; and

WHEREAS, CB&S Bank, now constituting the owner of more than fifty-one percent (51%) of the subject real property (hereinafter "Union Station") seeks to amend the Declaration of Restrictions, Amended Restrictions, Covenants and Easements (hereinafter the "Declaration") in place upon Union Station of record in Book D293, Page 104 - 173, Instrument No. 08008821, to remove and replace Parker Brothers, LLC as "Community Founder" thereunder;

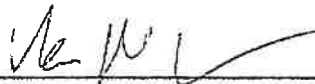
NOW, THEREFORE, said Declaration is amended as follows:

ARTICLE I, Section 1.42, Community Founder, shall be deleted in its entirety and replaced with the following provision:

Community Founder: The term "Community Founder" means CB&S Bank, an Alabama corporation, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 26th day of March, 2013.

CB&SBANK

By:  _____

Print Name: Van Morgan _____

Title: Senior VP _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF Yauderdale AL)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within-named Van Morgan, Jr., on behalf of CB&S Bank, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at April 10:04 am, this 1 day of April, 2013.

Rachel L. Hunter
Notary Public

My Commission Expires: _____



BK/PG: D314/880-882

13001757



3 PGS: AL - AMENDED RESTRICTIONS
DARLENE BATCH: 51894
04/06/2013 - 10:05 AM
VALUE 0.00
MORTGAGE TAX 0.00
TRANSFER TAX 0.00
RECORDING FEE 15.00
DP FEE 2.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 17.00

STATE OF TENNESSEE, BEDFORD COUNTY
JOHN H REED JR
REGISTER OF DEEDS

BK/PG: D336/155-156

17000721

2 PGS:AL-AMENDED RESTRICTIONS

DARLENE BATCH: 75326

02/03/2017 - 11:27 AM

VALUE 0.00

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 10.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 12.00

STATE OF TENNESSEE, BEDFORD COUNTY

JOHN H REED JR

REGISTER OF DEEDS

Prepared by:
- Bobo, Hunt, White & Burk
111 N Spring Street, Suite 202
Shelbyville, TN 37160

**AMENDMENT TO DECLARATION OF RESTRICTIONS, AMENDED
RESTRICTIONS, COVENANTS AND EASEMENTS OF
UNION STATION**

THIS AMENDMENT is hereby made and entered into on the 1st day of ~~January~~^{February}, 2017, by CB& S Bank, an Alabama Corporation having a principal office of 200 Jackson Street, South, Russelville, Alabama 35653.

WITNESSTH:

WHEREAS, CB& S Bank is the owner of real property as evidenced in Book D314, Page 582, Instrument No. 13001384, and of record in Book D314, Page 587, Instrument No. 13001385, in the Register's Office for Bedford County, Tennessee; and

WHEREAS, CB& S Bank, and Global Homes, Inc., a Tennessee Corporation, as Co-Community Founder are the owners of more than Fifty-one per cent (51%) of the subject real property (hereinafter "Union Station") and seek to amend the Declaration of Restrictions, Amendments, Covenants and Easements (hereinafter the "Declaration") and place upon Union Station of record in Book D293, Pages 104-173, Instrument No. 08008821 and Book D314, Page 880, in the Register's Office for Bedford County, Tennessee.

NOW, THEREFORE, said Declaration is amended as follows:

1. Article I, Section 1.42, Community Founder shall be deleted in its entirety and replaced with the following provision:
 - a. Community Founder: Union Station may have multiple Community Founders, but no more than one named Community Founder for each subdivision. The term Community Founder for exclusively the Chesapeake Subdivision and McKeesport Subdivision shall be Global

Homes, Inc., a Tennessee Corporation. CB&S Bank shall be Community Founder for the remaining subdivisions of Union Station.

2. Global Homes shall be the head of the Architectural Review Committee for all Union Station Subdivisions.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 1st day of February, 2017.

CB& S Bank


By: Jamie Vafeas
Its: Executive Vice President

STATE OF ALABAMA
COUNTY OF Franklin

Personally appeared before the undersigned Notary Public in and for said State and County, the within named **JAMIE VAFEAS** with whom I am personally acquainted, and who upon oath acknowledged that he is the **EXECUTIVE VICE PRESIDENT** of **CB&S BANK**, the within named bargainor, and that he, as such **EXECUTIVE VICE PRESIDENT** being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such **EXECUTIVE VICE PRESIDENT**.

Witness my hand and official seal at office in Shelbyville, Tennessee, this 1st day of February, 2017.


Notary Public

My commission expires: 8-5-19



BK/PG: D338/80-89
17003253



10 PGS.AL-AMENDED RESTRICTIONS	
DARLENE BATCH: 77362	
05/30/2017 - 03:15 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	50.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	52.00

STATE OF TENNESSEE, BEDFORD COUNTY
JOHN H REED JR
REGISTER OF DEEDS

Prepared by:
- Bobo, Hunt, White & Burk
111 N Spring Street, Suite 202
Shelbyville, TN 37160

**AMENDMENT TO DECLARATION OF RESTRICTIONS, AMENDED
RESTRICTIONS, COVENANTS AND EASEMENTS OF
UNION STATION**

THIS AMENDMENT is hereby made and entered into on the 30th day of May, 2017,
by Global Homes, Inc., a Tennessee Corporation.

WITNESSTH:

WHEREAS, Global Homes, Inc., a Tennessee Corporation, as Co-Community Founder of the subject real property (hereinafter "Union Station") seeks to amend the Declaration of Restrictions, Amendments, Covenants and Easements (hereinafter the "Declaration") and place upon Union Station of record in Book D293, Pages 104-173, Instrument No. 08008821 and Book D314, Page 880, in the Register's Office for Bedford County, Tennessee.

NOW, THEREFORE, said Declaration is amended as follows:

- Building Materials**: No building materials may be stored on Lots longer than a period of thirty (30) days before commencement of construction. Upon gaining written permission to use adjoining lot/s for construction and storage, they shall be regraded at completion of construction and shall include the lay down of seed and straw. All dwellings or other improvements shall be completed within twelve (12) months from the commencement date, except with written permission from Global Homes Inc. TN Homebuilder, ("Developer") during the period of Developer control, and thereafter the Board.
- Swimming Pools, Therapy Pools and Spas**: Swimming pools, therapy pools and spas for the use of Owners and their guests may be constructed on Lots so long as (i) they

This 30th day of May, 2017
Ronda H. Clanton, T.C.A.
Property Assessor, By: TB
Bedford County, Tennessee

are below ground level and of a permanent nature; (ii) the location complies with minimum setback requirements shown on the Plat; (iii) all applicable laws ordinances, rules and regulations of governmental agencies are satisfied and all necessary governmental permits are obtained by the owner at his expense; (iv) such pools are completely fenced in a manner approved by the Union Station Design Review Board (USDRB); (v) the USDRB has approved the design and location that shall be in the rear yard only; and (vi) construction is not commenced until after the Improvement consisting of the dwelling has been commenced.

3. **Clotheslines and Lighting:** Clotheslines, clothes hanging devices, or the like shall not be permitted upon any Lot. No lights shall be permitted at eaves, and flood lights/spot lights shall not be permitted on front exteriors, Exterior flashing lights or spot/flood lights that shine on or into adjacent Lots shall not be permitted on the exterior. Lights installed on the sides and rear of any improvement must be adjusted so that the rays of any beam or floodlight shall not interfere with neighboring Lots. Any walkway, driveway or landscape lighting shall be low intensity. Seasonal decorative lighting shall be permitted only during the holiday season (between Thanksgiving and the following January 7 of each year).

4. **Screening of Mechanical and Storage Areas:** Excepting the initial construction period, any and all equipment, air conditioner condensers, garbage cans, woodpiles, refuge or storage piles on any Lot, whether temporary or permanent, shall be screened to conceal same from the view of neighboring Lots, roads, or Common Areas with the plans for any screening, fences and/or landscaping being approved by the USDRB. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected on any Lot.

5. **Outdoor Recreation Equipment:** Outdoor recreation equipment may be placed upon any Lot so long as such equipment is not visible from any street within the Union Station(the "Development"), and the design and location is approved by the USDRB prior to installation. It is understood that the USDRB may in its sole discretion without limitation, require screening with landscaping, fences or walls. Outside recreation equipment shall include, but not be limited to, swings, slides, trampolines, playhouses and similar

recreation equipment or structures. Basketball goals shall not be permitted unless they are not visible from any street within the Development and have been approved by the USDRB.

6. **Temporary Structures, Garages, Etc.** : No trailer, garage, basement, tent, shack, barn, shed, carport or other outbuilding shall be erected, moved onto, or used on any Lot as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. Any detached garage or outbuilding must be located in the rear yard. Any driveway to such structure shall be constructed from the same material as the driveway to the attached garage on said Lot. No Lot shall contain more than one (1) detached garage or outbuilding. Every garage door shall be equipped with a remote controlled garage door opener, and every garage door shall be kept closed except when the garage is being entered or exited.

7. **Garbage Collection:** All rubbish, trash and garbage shall be removed from each Lot regularly and shall not be allowed to accumulate thereon. Containers shall be placed at curb for garbage collection for no more than a twenty-four (24) hour period surrounding the designated date and time for trash pickup as set by the provider of said service.

8. **Signs** :

a. The Developer shall have the right to erect reasonable and appropriate signs for its own use while engaged in the construction and sale of improvements on Lots within the Development. The Developer shall have the right to remove any sign, billboard, poster or advertising devise that is placed on any Lot by other builders or realtors and in doing so shall not be subject to liability for trespass or other course of action in connection therewith or arising from such removal.

b. No sign, billboard or poster of any kind of a permanent nature shall be erected, exhibited, maintained or placed upon any Lot. Political signs no larger than four (4) square feet may be placed without approval up to two (2) weeks prior to election, and must be removed within 48 hours after the election. No more than two signs may be placed on any Lot. Signs erected, exhibited, maintained or placed by or on behalf of any realtor must conform to the size and design of any corresponding signs utilized by Developer.

9. **Vehicles** : Vehicles may not be assembled or serviced on the property or any street unless completely hidden from public view. For purposes of this Subparagraph, "serviced" shall not be deemed to include the cleaning, washing or polishing of a vehicle or the change of oil, lubricants, anti-freeze or other fluids and air, oil or other filters used in the vehicle. No mobile home, bus, truck or an over one-ton tractor/trailer rig or house trailer may be parked or stored on property or any public street, except for vehicles and equipment necessary for and being used in the development and construction of property, together with the improvements thereto and located thereon, and the streets and roadways serving the property. All Terrain Vehicles and other similar vehicles are not permitted to be driven within the community; Golf carts in compliance with all Tennessee Department of Transportation requirements to be "street legal" with insurance will be permitted, subject to Shelbyville Bedford County and State regulations. All drivers must be licensed and insured.

10. **Vehicle Storage** : No boat, trailer, tractor/trailer, inoperative automobile, camper or vehicles having a load capacity in excess of three-quarter tons shall be parked or stored in the street or forward of the front building line. Any such vehicle kept, stored or parked on the Lot shall be screened from view from streets, Common Areas and neighboring Lots, either within the garage or behind a fence enclosing the rear of the Lot. No commercial trucks, vans or trailers shall be parked in streets for periods of time exceeding twelve (12) consecutive hours or for more than twenty-four (24) hours in any calendar week.

11. **Prohibited Structures** : Excepting temporary use during construction of improvements, no house trailers, portable buildings or manufactured housing shall be permitted in the Development.

12. **Livestock, Poultry and Pets** : No animals, reptiles, rodents, livestock, birds, fish or poultry of any kind shall be raised, bred or kept in or on any Lot, except that of dogs, cats, or other such household pets approved by the Association may be kept in a Residential Unit, provided they are not kept, bred or maintained for commercial purposes.

Notwithstanding the foregoing, no animals or fowl may be kept in or about any Residential Unit if such keeping results is an annoyance or is obnoxious to residents in the vicinity. In

any event, each Owner shall be absolutely liable to all remaining Owners, their families, guests, invitees and tenants and to the Association for any and all damage to person or Property caused by any pets brought in or kept in or upon any Residential Unit or on the Common Area by any Owner or by members of its family, guests or invitees. Each Owner shall be responsible for cleaning up after its pet. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this Paragraph, a particular animal, bird, fowl, poultry, or livestock is a nuisance and/or danger to others, therefore, to be removed from the properties. All animals must be kept on a leash when outside the boundaries of its owner's Lot. All state and local laws, regulations and ordinances governing pets and other animals must be observed by each owner.

13. **Parking** : All occupant vehicles should be parked in garages or driveway areas where possible. No wrecked vehicle or vehicles in a non-functional condition or vehicles without proper registration shall be parked on any Lot or upon any Common Areas at any time. No Owner shall permit any inoperable vehicle owned by such Owner, or by any person occupying his Improvement, or by any guest or invitee of such Owner to remain parked on any street within the Development for a period of more than forty-eight (48) consecutive hours. No commercial vehicles are allowed to park overnight on any street within the community. Lot owners are solely responsible for making any tenants aware of the rules of the association. The implementation of the "NO PARKING" signage is due to vehicles parking on both sides of the roads that are narrow, not parking close to the curb, school buses unable to pass and or emergency vehicles i.e. fire, ambulance or patrol vehicles that need to pass during an emergency.

14. **Noise** : No Owner shall cause or allow any use of his Lot that result in noise which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs with loud and frequent barking, whining, howling, exterior music systems or public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lot.

15. **Burning** : No Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust or gases to interfere with the use and enjoyment by the Owners of neighboring Lots. Burning leaves shall not be permitted.

16. **Home Businesses** : No house or other structure on any single-family dwelling Lot or other residential use Lot excepting the Developer's sales and construction office, shall be used for any business purpose that involves employment of personnel other than residents of the Improvements or in-person on-lot sales involving non-residents subject to applicable the City of Shelbyville zoning regulations.

17. **Nuisances** : Each Owner shall refrain from any act or use of his Lot that could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighboring Lots. No noxious, offensive or illegal activity shall be carried out upon any Lot.

18. **Codes** : Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of such governmental code, regulation, or restriction, and any provision of the Declaration, the more restrictive provision shall apply.

19. **Hobbies** : The pursuit of hobbies that are inherently dangerous or objectionable to adjoining Lot Owners including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, shall be conducted only in garages, and such activities must not be visible from streets, Common Areas and neighboring Lots. Activities such as the shooting of firearms, fireworks or pyrotechnic devices of any type or size and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas without consent of the Board.

20. **Windows and Screens** : All window designs are to be approved by the USDRB. There are to be NO screens on any windows facing a public street.

21. **Window Boxes and Planters** : Window boxes and planters must be approved with prior approval of the USDRB. If approved, they shall be of a color and material complimentary to the dwelling exterior and shall be maintained in a neat and attractive condition. Dead, diseased or dying plant material and weeds shall promptly be removed from window boxes and planters.

22. **Fences** : No fences of any kind shall be erected without prior approval of the USDRB. An Application for Fence, Structure or Architectural Change shall be completed and submitted to the USDRB for review and approval prior to commencing construction.

23. **Statue and Yard Ornaments** : USDRB approval is not required for the rear yard installation of any birdbath or statue, including any pedestal stands that are no more than three (3') feet tall, is no more than twenty-four (24") inches in diameter, and is an unpainted, neutral color (e.g., gray, beige or natural concrete color). No more than two (2) statues twelve inches (12") in height or less may be placed in the front or side landscape beds. All other statues or yard ornamentation shall be permitted only with prior USDRB approval.

24. **Flag Poles** : Flag poles are not allowed to be erected on any lot within the community, except that small removable flag poles attached to rails or columns are permitted.

25. **Vacant Lot Maintenance Requirements** : Lots should be mowed when grass height reaches eight (8) inches. Lot owners must also keep the street, alley and curbs in front and back of their lots clear of weeds and trim around all utilities to keep lots in a neat and attractive manor. In the event any owner fails to maintain the condition of his lot, the Developer may deem, at its discretion, to perform the maintenance as a remedy for noncompliance and the owner shall be liable for the expenses incurred, including but not limited to fines and attorneys' fees.

26. **Home Lawn care Requirements** : Global Homes Inc. would like to emphasize there is a great deal of value placed on the overall appearance of the Union Station community, particularly when it comes to lawn maintenance. Each owner is responsible to maintain their homes landscaping at or above the standard for the Association. The Common Areas of Union Station will be professionally maintained by our landscape contractor. Adhering to the quality of the lawn care they provide will bring a consistent landscaped appeal to the community. If you do not have the time it takes to do the lawn maintenance yourself, you may want to consider a lawn care company to do what is required to keep your yard in top condition. Maintenance includes: • Keep all landscape beds clear of weeds • Edge sidewalks, driveway, curbs, and landscape beds • Prevent weeds in lawn • Trim all shrubs

as needed • Remove dead landscaping and replace at appropriate season • Mulch landscape beds (minimum of once per year) • Cut lawn as needed during growing season (to keep below six (6) inches) • Do not leave grass clippings in street, sidewalk, driveway, or in clumps on lawn All work completed must be done as to maintain a neat and attractive appearance. Global Homes Inc. may, at its discretion, perform the maintenance as a remedy for noncompliance and the owner shall be liable for the expenses incurred. Dead trees located on the homeowner lot shall be removed immediately and replaced at the expense of the homeowner with the same species and caliber.

27. **Grills** : Grills are not permitted to be stored on the front porch of any home within the community.

28. **Personal Belongings/Toys** : Articles of personal property belonging to any Owner or Occupant, such as, but not limited to, bicycles, electric cars, wagons, toys, furniture, clothing and other articles shall only be stored or kept in the home and generally should not be left in view of common elements, street, alleys or neighboring lots.

29. **Front Porches** : Only appropriate patio and porch furniture will be allowed on front porches. No dinette sets, grills, coolers/ice chest, couches, love seats, and other such items are permitted.

30. **Construction or Demolition Work Hours** : The carrying on of any construction or demolition work is prohibited at any time on Sundays, or at any time other than between the hours of 7:00 A.M. and 6:00 P.M. prevailing time, on any other days. The provisions of this section shall not apply to interior or exterior repairs or interior alterations when the work is actually performed by a homeowner or occupant provided the work is done without creating any noise disturbance across a residential real property boundary.

31. **Moving Procedures** : Moving trucks are permitted at residences but shall not block the flow of traffic. PODS and other portable storage devices are permitted for a maximum of seven (7) days at any residence, subject to not being placed on the front street or front lawn.

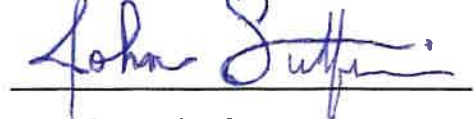
32. **Design Guidelines** : The Union Station Community Design Guidelines hereby become part of the Rules and Regulations for the Union Station Homeowner's Association.

33. **Fines and Penalties** : Fines and Penalties for violations of the Union Station Rules and Regulations may be implemented as governed by Declaration of Restrictions, Covenants and Easements Recorded with the Bedford County Register of Deeds , as the same may be amended from time to time.

This Amendment shall in no way be construed to amend, alter or revise any other provisions of the Declaration, as previously amended, except as specifically mentioned herein. However, except to the extent that the terms, conditions and provisions of the Declaration as previously amended are contrary to the terms, conditions and provisions hereof, the provisions hereof shall supersede and control over the terms, conditions and provisions of the Declaration as amended. All definitions as set out in the Declarations as amended shall apply to this Amendment except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 30th day of May, 2017.

Global Homes, Inc.



By: John Stefanski

Its: President

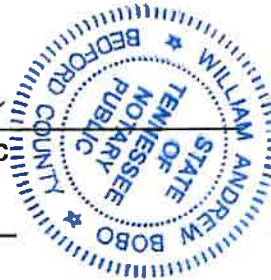
STATE OF TENNESSEE
COUNTY OF BEDFORD

Personally appeared before the undersigned Notary Public in and for said State and County, the within named JOHN STEFANSKI with whom I am personally acquainted, and who upon oath acknowledged that he is the PRESIDENT, of GLOBAL HOMES, INC., the within named bargainor, and that he, as such PRESIDENT being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such PRESIDENT.

Witness my hand and official seal at office in Shelbyville, Tennessee, this 30th
day of May, 2017.

William Andrew Bobo
Notary Public

My commission expires: 8.14.2019



BK/PG: D346/166-167

18005907

7 PGS AL-AMENDED RESTRICTIONS	
CATHEY BATCH 85844	
08/29/2018 - 10:15 AM	
VALUF	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, BEDFORD COUNTY
JOHN H REED JR
REGISTER OF DEEDS

Prepared by:
Bobo, Hunt & White
111 N Spring Street, Suite 202
Shelbyville, TN 37160

**AMENDMENT TO DECLARATION OF RESTRICTIONS, AMENDED
RESTRICTIONS, COVENANTS AND EASEMENTS OF
UNION STATION**

THIS AMENDMENT is hereby made and entered into on the 24th day of May, 2018,
by Global Homes, Inc., a Tennessee Corporation.

WITNESSTH:

WHEREAS, Global Homes, Inc., a Tennessee Corporation, as Co-Community Founder of the subject real property (hereinafter "Union Station") seeks to amend the Declaration of Restrictions, Amendments, Covenants and Easements (hereinafter the "Declaration") and place upon Union Station of record in Book D293, Pages 104-173, Instrument No. 08008821 and Book D314, Page 880, in the Register's Office for Bedford County, Tennessee.

NOW, THEREFORE, said Declaration is amended as follows:

Article IX: Use of Parcels, Section 9.03(c) shall be deleted in its entirety or replaced with the following provision.

Article IX Section 9.03(c): If the Association determines, after giving 15 days' notice, that any owners fail to maintain any part of such owner's parcel (including any building, any wall, fence, garden structure or other improvements thereto) in a clean, attractive and safe manner, in accordance with provisions of this declaration, the rules and regulations or the Union Station design code, then the Association shall also have the right (but not the obligation) without liability to enter upon such parcel to correct, repair, restore, paint, and maintain any part of such parcel and to have any objectionable items removed from the parcel. If the Association determines, after giving three (3) days' notice, that any Owner has failed to maintain the yard, shrubbery, or landscaping, of such Owner's parcel, in a clean and attractive manner, and accordance with the provisions of this Declaration, the rules and regulations or the Union Station design code, then the Association shall also have the right (but not the obligation), without liability to enter upon such parcel to correct and maintain said Owner's yard, shrubbery and/or landscape. All costs and expenses paid and/or incurred by the Association in connection therewith shall constitute an individual parcel assessment against the Owner of such parcel.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the _____ day of August, 2018.

This 29th day of Aug 2018
Ronda H. Clanton, T.C.A.
Property Assessor, By: RB
Bedford County, Tennessee

Global Homes, Inc.

By: John Stefanski

Its: President

STATE OF TENNESSEE
COUNTY OF BEDFORD

Personally appeared before the undersigned Notary Public in and for said State and County, the within named JOHN STEFANSKI with whom I am personally acquainted, and who upon oath acknowledged that he is the PRESIDENT, of GLOBAL HOMES, INC., the within named bargainer, and that he, as such PRESIDENT being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such PRESIDENT.

Witness my hand and official seal at office in Shelbyville, Tennessee, this 24 day of August, 2018.

Cami Lentz

Notary Public

My commission expires: 4-16-2022

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