
UNION STATION HOMEOWNERS' ASSOCIATION, INC.
(a Tennessee nonprofit corporation)

BYLAWS

PREAMBLE

Union Station Homeowners' Association, Inc. (the "Association") was incorporated and is hereby established for the purpose of governing Union Station Subdivision, as the same exists or may be expanded from time to time, and shall be the Association referred to in the Declaration of Restrictions, Amended Restrictions, Covenants and Easements filed of record with the Register of Deeds of Bedford County, Tennessee, at BL/PG D293/104-173 (the "Declaration"), as the same may be amended from time to time. No asset of the Association shall inure to the personal benefit of any Member, Director, officer or agent.

ARTICLE I

DEFINITIONS

Capitalized terms in these Bylaws shall have the same meaning as defined in the Declaration.

ARTICLE II

RESERVED RIGHTS OF COMMUNITY FOUNDER

Notwithstanding anything to the contrary in these Bylaws or elsewhere, up to and through the Turnover Date, the Community Founder (Declarant) retains the rights reserved to the Community Founder in the Declaration, including the exclusive right to designate the Directors and officers of the Association, and to remove or replace them at any time and from time to time for any reason, effective immediately upon notice.

ARTICLE III

OBJECTIVES

3.1 Adherence to Governing Documents

The primary objective of the Association shall be, through its Board of Directors, officers and agents, to monitor and enforce adherence to the Declaration and to the Bylaws and to the rules and regulations promulgated thereunder, referred to collectively herein as the "Governing Documents," for the common benefit of the residents of Union Station Subdivision.

3.2 Community Development

The Association shall foster creation by the Members of an exemplary community which will combine change with tradition and beauty with functional advancement, while preserving the natural serenity of the countryside in which it is situated that will:

achieve through mutual effort the highest possible quality of life for those residing in Union Station Subdivision;

foster and maintain through mutual effort the beautification of individual property and the safety and security of homeowners, children, and property;

foster and maintain cooperative efforts with neighboring homeowner associations.

3.3 Common Services

The Association shall implement and maintain effective lines of communication with respective service providers, seeking to continuously improve common services, including fire protection and garbage collection, and the improvement of the furnishing of water, gas, telephone, electricity service, and police protection.

ARTICLE IV

MEMBERS

4.1 Membership

Membership in the Association shall be as defined in Section 5.03 of the Declaration. Membership runs with the land and is a mandatory condition for all homeowners in Union Station Subdivision.

4.2 Assessments

Members are subject to Assessments as provided by Article VIII of the Declaration.

ARTICLE V

BOARD OF DIRECTORS

5.1 Management

The business and affairs of the Association shall be conducted by a Board of Directors. The Board shall have and exercise all of the powers authorized to the boards of directors of nonprofit corporations by the laws of Tennessee, as the same may be amended from time to time.

5.2 Number

The Board shall be comprised of three or seven members, as determined from time to time by the Members at the annual meeting.

5.3 Election

Directors shall be elected by majority vote of the Members present in person or by proxy at each annual meeting.

5.4 Qualification

Directors must be individual Members of Union Station Subdivision and must have attained 21 years of age. Candidates for the Board must be in compliance with the Governing Documents and must be current on payment of Assessments. The Board may impose such other qualifications consistent with the Governing Documents as it deems necessary and appropriate.

5.5 Term

The Board shall be divided into three classes of one or more members each. Classes shall serve staggered terms of three years. Each Director shall, however, serve until the Director's replacement is duly qualified and elected.

5.6 Meetings

The Board of Directors shall meet at its convenience, but not less than quarterly. The Board shall adopt its own policy to schedule meetings.

5.7 Vacancies

The Board may appoint a replacement to fill the unexpired term of a Director who has resigned or becomes disqualified during the Director's term.

5.8 Removal and Replacement

Any Director may be removed at any time for any purpose at a Special Meeting of Members called and held for that purpose. The remaining Directors may appoint a replacement to fill the unexpired term of a Director so removed.

5.9 Action without a Meeting

Any action that could be taken at a meeting of the Board of Directors duly called and held may be taken without a meeting by written consent signed by all members of the Board of Directors and filed with the minutes of the Association. Any such action may be signed by the Directors in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

8.3 Committees

The Board of Directors or President shall have the power to appoint Committees with such assignments as may be appropriate.

ARTICLE VI

OFFICERS

The Officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may, from time elect.

6.1 Duties

President: The President shall be the chief executive officer of the association and shall have the powers accorded to the president of a nonprofit corporation by the laws of Tennessee. The President shall preside at all meetings of the Members and Board of Directors.

Vice President: The Vice President shall have such duties as may be assigned by the Board of Directors and President and shall preside at meetings of the Members and Board of Directors in the absence of the President.

Secretary: The Secretary shall have custody of the books and records of the Association and shall take and maintain minutes of all meetings of the Members and Board of Directors.

Treasurer: The Treasurer shall be the chief financial officer of the Association and shall have charge of the financial affairs of the Association. The Treasurer shall review all financial reports and account to the Board at each meeting, including year to date budget versus actual operating results.

6.2 Election

Officers shall be elected annually by the Board of Directors at a meeting of the Board called and held immediately following the Annual Meeting of Members. The Board shall promulgate such procedures as it deems appropriate regarding nominations for office, provided, however, that such procedures shall include the opportunity for Members to offer nominations.

6.3 Qualification

Officers must be individual Members of Union Station Subdivision and must have attained 21 years of age. The Board may impose such other qualifications consistent with the Governing Documents as it deems necessary and appropriate.

6.4 Removal and Replacement

Any Officer may be removed at any time for any purpose at a Special Meeting of the Board of Directors called and held for that purpose. The Board of Directors may appoint a replacement to fill the unexpired term of an Officer so removed.

ARTICLE VII

MEETINGS

7.1 Annual Meeting

The Annual Meeting of Members shall be held within 90 days of the end of each fiscal year of the Association as determined by the Board of Directors. The Annual Meeting shall elect the Board of Directors and conduct such other business as shall properly come before the Members.

7.2 Special Meetings

Special Meetings may be called by the President on the President's own motion or at the request of a Majority of the Board of Directors or of ten percent of the Members. The notice of a Special Meeting shall state the purpose for which it is called.

7.3 Notice of Meetings

Notice of any meeting shall be sent by U.S. Mail, postage prepaid, to every Owner at least 10 days prior to the date of the meeting, provided, however, that notice may be hand-delivered to Members or sent electronically immediately followed by written notice. Attendance at any meeting by a Member or Director shall constitute waiver of notice.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

8.1 Indemnification

To the extent permitted by Tennessee law, the Association shall indemnify the Directors, Officers and agents of the Association against liabilities and reasonable litigation expenses, including attorney's fees, incurred in connection with any action, suit or proceeding in which a Director or Officer is made or is threatened to be made a party by reason of being or having been such Director or Officer; provided, however, that indemnification shall not apply to matters of bad faith and gross negligence.

8.2 Insurance

The Association shall purchase and maintain insurance on behalf of its Directors, officers and agents.

ARTICLE IX

FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

ARTICLE X

PARLIAMENTARY AUTHORITY

The rules contained in *Robert's Rules of Order Revised* shall govern this organization in all cases to which they are applicable and in which they are not inconsistent with these Bylaws.

ARTICLE XI

AMENDMENT

11.1 Consistency

No amendment to these Bylaws can take effect unless it is consistent with the Governing Documents. In case of uncertainty, the Board of Directors may retain counsel for advice concerning the consistency of any proposed amendment.

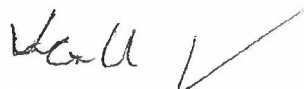
11.2 Procedure

Any amendment to these Bylaws must first be approved by the Board of Directors at a meeting duly and validly called and held and then by the two-thirds of the Members eligible to vote at the Annual Meeting or at a Special Meeting called for such purpose.

11.3 Effective Date

Unless otherwise provided prior to its adoption or in the motion to adopt, an amendment shall become effective upon adjournment of the meeting of Members at which it is adopted.

Adopted and effective as of June 26, 2013.



Van Morgan, Jr., President

UNION STATION HOMEOWNERS' ASSOCIATION, INC.

ACTION BY THE COMMUNITY FOUNDER

The Community Founder of Union Station subdivision, pursuant to Section 5.06 of the Declaration of Restrictions, Amended Restrictions, Covenants and Easements ("Declaration"), hereby takes the following actions and adopts the following resolutions:

RESOLVED, that the individuals whose names appear below are hereby appointed as the Board of Directors of Union Station Homeowners' Association, Inc., a Tennessee nonprofit corporation (the "Association"), to act in accordance with the Declaration and with the Bylaws of the Association:

Van Morgan, Jr.

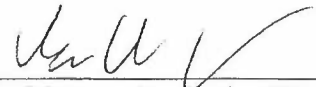
RESOLVED, that the individuals whose names appear below are hereby appointed as officers of the Association, to act in accordance with the Bylaws of the Association:

Van Morgan, Jr.	President
Carol McCormick	Treasurer and Secretary

RESOLVED, that the officers of the Association are hereby authorized and directed to establish a depository relationship with CB&S Bank at the Bank's Lewisburg, Tennessee, branch, and that the Treasurer of the Association shall have signature authority over the account or accounts opened pursuant to this Resolution.

IN WITNESS WHEREOF, the Community Founder has caused this instrument to be executed by its duly authorized officer on April 24, 2013.

COMMUNITY FOUNDER,
CB&S BANK

By: 
Van Morgan, Jr., Senior VP

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, Russelville, 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, PLLC
1106 18th Avenue South
Nashville, Tennessee 37212
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;

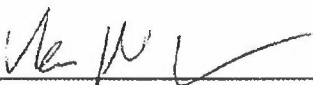
NOW, THEREFORE, said Declaration is amended as follows:

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

Title: Senior VP

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ALABAMA)
)
COUNTY OF Yaunderdal 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	
04/05/2013 - 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