

Prepared By:
Guaranty Title & Escrow Co.
721 President Place #100
Smyrna, TN 37167

Heather Dawbarn, Register
Rutherford County Tennessee
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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BANKSIDE**

THIS DECLARATION made on the date hereinafter set forth by Developer, Jerry Butler hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Owner is the Developer of certain real property located in Rutherford County, Tennessee, described in Exhibit "A" and Developer desires to create thereon a residential development known as Bankside.

NOW, THEREFORE, Declarant hereby declares that all of the Property subject to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE 1
DEFINITIONS**

- Section 1. "Association" shall mean and refer to Bankside Owners Association a Tennessee not-for-profit corporation, its successors and assigns.
- Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as a security for the performance of an obligation.
- Section 3. "Property" shall mean and refer to all of that certain real estate property described on Exhibit "A", and shall include all additional property added to the development.
- Section 4. "Common Area" shall mean all real property owned, leased or used by the Association for the common use, enjoyment and mutual benefit of the Owners and designed as "Open Space" Buffer, Drainage, Pond, Retention area or "Common Open Space" on the Plat.
- Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon the Plat(s).
- Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.
- Section 7. "Board" means the Board of Directors of Bankside Owners Association as established by the Charter and By-Laws of the Bankside Owners Association.
- Section 8. "By-Laws" means the By-Laws of Bankside Owners Association attached as Exhibit "C", as amended from time to time. All provisions contained in the body of this Declaration dealing with the Administration and Maintenance of the Property shall be deemed to be a part of the By-Laws.

Section 9. "Plat" means the plat(s) of the Property of record in the Register's Office for Rutherford County, Tennessee, showing the number of each Lot. The Plat(s) may be amended by Declarant in order to grant necessary utilities and drainage easements and provide for the orderly development of the Property.

Section 10. "Majority" means the Owners of more than fifty percent (50%) of the undivided membership in the Association, present and then eligible to vote. Any specific percentage of Lot Owners means that percentage of Lot Owners who in the aggregate own such specific percentage of the entire undivided membership in the Association.

Section 11. "Residence" shall mean and refer to any building constructed on a Lot and designed and intended for use and occupancy as a residence by a family.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 1. Initial Property.

The property, which is to be occupied and conveyed subject to this declaration is Bankside Section III described on Exhibit "A"

Section 2. Additional Property.

Without further assent or permit, the Developer and any successor Developer hereby reserves the right from time to time to add additional Sections or Phases to the development which shall be occupied and conveyed subject to this declaration by filing plats of the development of the contiguous property described in Exhibit "B".

The Developer is not required to develop the property described in Exhibit "B" as a part of this development or develop the property subject to any building restrictions.

Section 3. Submission of Property.

The filing of a plat of part or all of the additional property described in Exhibit "B" in the Register's Office for Rutherford County, as additional Section or Phase of Bankside shall subject the property described within the plat to the provisions of this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting.

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one (1) vote be cast with the respect to any Lot.

Class B. The Class B Member shall be Declarant and shall be entitled to six (6) votes for each Lot owned. The Class B membership shall cease when all of the lots are deeded to Homeowners and when the Declarant shall determine no additional Lots shall be added to Bankside.

Section 3. Organizational Meeting.

The Association membership shall hold an organizational meeting at the call of Declarant or within ninety (90) days of following the date of the Class B Membership ceases, whichever is earlier, at which time the membership shall elect the Board, as provided in the By-Laws, and assume administration of the association. The Declarant shall appoint the Board members until the class B membership ceases.

ARTICLE IV
MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

- (a) The Declarant, for every Lot, hereby covenants, and each Owner by acceptance of a deed for a Lot, whether or not expressed in the deed, is deemed to covenant and agree to pay the Association the annual assessments or charges, together with interest, costs, and reasonable attorney fees, all of which shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.
- (b) Each assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of assessment.

- (a) The assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property or for the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements, and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with this instrument and the By-Laws; the employment of attorneys or management agents to represent the Association when necessary, for the improvement and maintenance of the Common Area, performance of obligations, improvements and maintenance as may be required by the terms of storm water detention agreement relating to the property.

Section 3. Initial and Annual Assessments.

- (a) At the present time, no common area is vested in the Association. The Declarant shall pay any cost of administration of the Association until class B membership ceases or common area is vested in the Association and an operating budget and assessments are fixed by the Board. From and after class B membership ceases, the Association annual assessment may only be increased by the Lesser of 10 percent or \$12.00 annually

- (b) The Board may provide that assessments be payable periodically and change the due date.
- (c) The Declarant shall not be exempt from assessments. Assessments due from Declarant and Lot Owners shall be paid to the Association at the rate and frequency established by the Board upon the completion and occupancy of a dwelling as a residence.

Section 4. Special Assessments for Capital Improvements.

In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment to pay in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the Association members.

Section 5. Notice for Any Action Authorized under Article IV.

Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all members not less than fifteen (15) days or more than thirty (30) days in advance of the meeting, and shall state the purpose of such meeting.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. Interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 7. Subordination of the Lien to Mortgagees.

The lien for assessments and fees payable by an Owner which is secured by the transfer and conveyance shall both be subordinate to the lien of a recorded first Deed of Trust of the interest of such Owner, regardless whether the first Deed of Trust was recorded before or after this instrument, except for the amount of the proportionate share of assessments which become due and payable from and after the date on which the mortgagee or beneficiary accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage or Deed of Trust. While the lien for assessments may be extinguished by foreclosure, the personal indebtedness therefore shall remain and be the personal obligation of the Owner who owned the Lot when the assessment came due. Any delinquent assessments (after lien extinguishment) may be reallocated and assessed among all Lots as a common expense. This Section 7 shall not be amended, changed, modified or rescinded to adversely affect the priority of first Deeds of Trust or beneficiaries of record, without the prior written consent of all first mortgagees and beneficiaries. No mortgage holder shall be required to collect assessments.

ARTICLE V
ARCHITECTURAL CONTROL
AND COMMITTIES

- A. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

Architectural Control Committee.

- (1) Membership: The Architectural Control Committee shall be appointed by the Declarant until such time as administration is turned over to the Owners. Appointment of members of the committee shall be made by the Board thereafter. The committee may designate a representative to act for them. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee nor their designated representative shall be entitled to any compensation for services performed.
- (2) Powers: The Committee's approval or disapproval, as required in these covenants, shall be in writing. The Committee, or their designated representative, shall approve or disapprove within thirty (30) days after plans and specifications have been submitted.

All structures must be built to comply with the approved plans and specifications.

Section 2. Minimum Floor Areas.

- (a) All structures shall have a minimum of 1300 square feet of living space, exclusive of open or screened porches, basements, garages and patios. All homes shall have an attached garage.

Section 3. Plan Approval.

All house plans must be approved by the Architectural Committee prior to beginning construction of the lot. Approval of house plans will be accepted when all members of the Architectural Control Committee or their designated representative have signed the house plans.

Section 4. Homes Built on Site.

Generally, all homes are to be built on site. Exceptions to this may be approved by the Architectural Control Committee for manufactured homes, modular homes or prefabricated homes when in its judgements home appearance and values will be preserved.

ARTICLE VI
USE RESTRICTIONS

- Section 1. Land Use. No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling designed for the occupancy of one family.

- Section 2. Nuisances. No noxious or offensive trade or activity shall be conducted on any Lot or in the Residence, nor shall anything be done which may be or become an annoyance or nuisance to the neighbors.

Section 3. Use of Other Structure and Vehicles.

- (a) No structure of a temporary character shall be permitted on any Lot except a temporary tool shed, field offices, or field sales offices, used by a builder or the Declarant, which shall be removed when construction or development is completed.
- (b) No building, trailer, basement, tent, shack, garage, barn or structure other than the main residence on a Lot shall at any time be used as a residence, temporarily or permanently.
- (c) Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use or vehicles of any kind in disrepair may not be kept or parked on the Property. Moreover, no Owner shall permit any motor vehicles or recreation vehicles (operable or inoperable) owned or in the possession of such Owner or by any person occupying his Lot or Residence or by any person on his Lot as guest or invitee to be parked on the public streets. All vehicles shall only be parked in the driveway or in a structure designed for such purpose. Vehicles shall not be assembled, disassembled or serviced on the property or any public street unless completely hidden from public view. No commercial vehicles, motor home, boat, bus, truck of over one ton, tractor/trailer rig (separate or in combination) or house trailer or horse trailer may be parked or stored on the Property or any public street, except for vehicle and equipment necessary for and being used in the development and construction of the Property, or providing delivery or repair services to owners. The Board shall have the authority to establish additional rules and regulations concerning vehicles.

Section 4. Dish and Radio Antennas.

Dish antennas or satellite antennas of thirty (30) inches diameter or less will be permitted provided they are screened from view if possible. Radio Antennas are prohibited.

Section 5. Animals.

No animals, including reptiles, livestock, including potbellied pigs, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the Owner of such pet in accordance with government regulations.

Section 6. Clothes Lines.

No clothes lines shall be erected or placed on any Lot.

Section 7. Business Home Occupations.

No trade or business of any kind shall be conducted on any Lot, in any Residence or Common Area, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof, a new Residence may be used by the builder thereof as a model home for display or for the builder's own office.

Section 8. Signs, Billboards, Writings, All Communications

No sign, billboard or communication of any kind shall be displayed to the public view on any Lot except for:

- (a) Directional signs established by Developers and/or Builders and Promotional Signs advertising homes and/or financing programs, established by the Developer and/or Builder. Promotional size, location and number of signs to be determined by the Developer and/or Builder.
- (b) "For Sale Signs" not exceeding two (2) feet in height and three (3) feet in length for each Lot may be placed thereon by the Owner of the particular Lot for the purpose of advertising the home for sale and contain only the name, address and phone number of the Real Estate Agency or Owner to contact for information concerning the property.
- (c) Signs advertising garage sales may be posted by the Owner conducting the garage sale provided the signs are erected no more than three (3) days prior to the date of the garage sale and are immediately removed when the garage sale is completed. U.S. Flags and U.S. Military and Service Flags are permitted subject to such rules as the Board may establish.
- (d) The Developers shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on said Lots and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.
- (e) No communication, writing, drawings, sign, painting or display of any kind except as described in Section 8 (a), (b) and (c), shall be painted, published, posted or communicated by any person or entity on any improvements thereon or Lot in said subdivision. Recognizing that monetary damages are difficult to prove, as a result of such violation the Board may assess the violating party \$100.00 per day as liquidated damages for each day the sign remains on any Lot or improvements. Any party violating the above restrictions shall pay all costs, including attorney fees and court costs in enforcing the above restrictions.

Section 9. Disposal of Trash.

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall be kept except in sanitary containers. Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or placed on any Lot. All equipment, coolers and garbage cans shall be walled or otherwise suitably screened to conceal the same from view of adjoining Lots, roads, streets and Common Areas.

Section 10. Rules for Common Area.

The Board is authorized to adopt rules for the use of the Common Area and such rules shall be furnished in writing to the Owners.

Section 11. Solar Panels.

The use of solar panels on any Residence or any other structure on any Lot shall be permitted only if the solar panels are not visible from the streets on which said Lot fronts.

Section 12. Fences.

No fence shall extend toward the front of the property line past the front wall of the home or extend beyond the building set back line for the side street. All fences shall be a maximum of 6 feet high.

Section 13. Poles and Goals.

The installation of outside light poles or flagpoles over 15 feet in height are prohibited on any lot. Basketball goals cannot be installed in the front yard or positioned in such a way to allow the use of such on a public street. Sports equipment shall be located in the rear yard only.

ARTICLE VII
INSURANCE

Section 1. Casualty Insurance on Insurable Area.

The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

Section 2. Replacement or Repair of Property.

In the event of damage to or destruction of any part of the Common Area, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs or repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all Lot owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against the Lot owners.

Section 3. Liability Insurance.

The Board shall also have authority to and may obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workmen's compensation insurance and other liability insurance as it deems desirable, insuring each residence owner, mortgage of record, if any, the Association, its officers, directors, Board and employees, the Declarant, and the managing agent, if any, from liability in connection with the Common Area. The premiums for such insurance shall be a common expense.

Section 4. Fidelity Bonds.

- (a) Blanket fidelity bonds will be maintained by the Association for all officers and employees responsible for collecting or disbursing funds of the association. Further, in the event the Association delegates some or all of the responsibility from the handling of funds or administered on behalf

of the Association, such person or entity shall be bonded if the Board deems appropriate.

- (b) Premiums on all such fidelity bonds (except premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense.

ARTICLE VIII **EXTERIOR MAINTENANCE**

Section 1. Obligation of Owners.

It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, to maintain all improvements located thereon and to keep it otherwise neat and attractive in appearance.

Section 2. Remedies.

- (a) Should any Owner fail to maintain the Lot or improvements located thereon in a manner satisfactory to the Board and in the event such Owner fails to cure such conditions or to commence to cure same within thirty (30) days after written notice, then the Association shall be authorized to perform exterior maintenance upon each Lot or improvements located thereon as follows: paint, repair, replace and care for roofs, gutters, down spouts, exterior buildings, walks and other exterior improvements.
- (b) When a Lot Owner or occupant fails to maintain his Lot by failure to cut grass, raking leaves and excess grass, pruning trees and shrubbery and other corrective measures deemed necessary by the Board, the Board may give the Owner ten (10) days notice of such deficiency and an opportunity to commence to cure the same. If the Owner fails to correct the deficiency, the Board may take corrective action.
- (c) The cost of any maintenance performed by or on behalf of the Association pursuant to Article VIII shall be a lien upon the lot of the owner and be subject to the same provisions as the collection of assessments including paying the added cost of collection and attorney fees.

Section 3. Declarant's responsibilities.

Declarant shall maintain all Lots owned by the Declarant.

ARTICLE IX **EASEMENTS**

Section 1. Platted Easements.

- (a) Easements for installation and maintenance of utilities and drainage facilities are reserves as shown on the Plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.
- (b) Easements are reserved as shown on any plat and as otherwise shown by the public records for the purpose of permitting overhead or underground wires or cables of public utilities, such as electric, telephone, telegraphs, cable televisions, etc.

Section 2. Easements Reserved by Declarant.

Until completion of intended development of the Property, an easement is reserved to Declarant and Assigns for ingress and egress generally across the Property and any Lot, at reasonable places, for the purpose of completing Declarant intended development of the Property and provided that said easement shall be reasonable and shall not interfere with the construction of improvements on a Lot nor the use and enjoyment of a Lot by a Lot Owner.

Section 3. Easements Reserved for the Association. An easement is granted and reserved to the Association, its officers, agents, employees, including employees or any management company having a contract with the Association, over and upon the Common Area to perform the duties of maintenance and repair of the Common Area, to maintain any utilities for which an easement has been granted, and to prevent damage to the Common Area or any Lot or Residence situated thereon.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 1. Enforcement.

The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association Declarant or Owner may recover its reasonable Attorney fees for the enforcement of any provisions hereof. Article IV hereof shall govern matters pertaining to assessments and Attorney fees and for the collection thereof.

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

Unless canceled, altered, or amended under the provisions of this Article, the covenants and restrictions of this Declaration shall run with the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of thirty (30) years. This Declaration may be amended by not less than seventy five (75%) percent of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be recorded.

Section 4. Non-Liability of the Directors, Board and Officers.

Neither the Directors, Board, nor the Officers of the Association shall be personally liable to the Lot Owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, Officers or Declarant, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The Lot Owners shall indemnify and hold harmless each of the Directors, Board, or Officers and

their respective heirs, executors, administrators, successors and assigns in accordance with the By-Laws.

Section 5. Board's Determination Binding.

In the event of any dispute or disagreement between any Owners relating to the Property or any questions or interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such Owners.

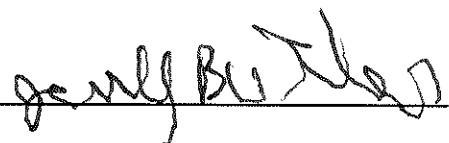
Section 6. Notices.

Notices provided for in the Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board at or any Owner, as the case may be, at any Owner's Lot number address, or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may designate a different address for notices to him (other than to his or her Lot) by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States first class mail, or when delivered in person upon written acknowledgment of the receipt thereof.

Section 7. Rights and Obligations.

- (a) Each Grantee of the Declarant, by the acceptance of a Deed of Conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All future Owners and occupants shall be subject to and shall comply with the provisions of this Declaration by reference. All rights, benefit and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every Deed of Conveyance or Contract for Conveyance.
- (b) All present and future Owners, tenants and occupants of a Lot shall be subject to and shall comply with the provisions of the By-Laws referred to herein as they may be amended from time to time. The acceptance of a Deed of Conveyance devise or of a lease to a Lot, or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the said By-Laws and any Rules and Regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every Deed, Conveyance or Lease, thereof.

DECLARANT:

By: 

Title: OWNER

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jerry Butler bargainor(s), 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 Smyrna, Tennessee this the 5th day of October 2015

Commission expires: 2-18-19

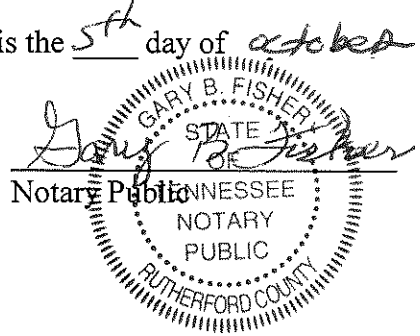


EXHIBIT "A"

Land in Rutherford County, Tennessee, being Bankside, Section III of record in Plat Book 39, Page 9, Register's Office for Rutherford County, Tennessee.

TRACT No. 1

BEGINNING at an iron pin in the southerly line of said Julia Davis tract said point further described as being the northeast corner of the said Allen Parker tract; thence along Davis southerly line S 82°51'55" E, 1164.69' to an iron pin, said point being Davis southeast corner; thence N 5°48'40" E, 1363.43' to a point in the center of Rocky Fork Creek; thence along said creek and the remaining lands of Gossett S 71°39'02" W, 222.48' to a point; thence S 20°43'18" E, 471.46' to a point; thence S 16°23'15" W, 122.44' to a point on the southerly bank of Rocky Fork Creek; thence with said Alexander's westerly fence line S 14°29'40" W, 177.48' to a point; thence S 07°02'12" W, 597.54' to a point; thence N 86°11'14" W, 74.13' to a point; thence S 05°38'03" W, 908.01' to a point lying on the northerly line of said W. H. Parker; thence with Parker's northerly line N 87°56'24" W, 600.38' to a point; thence N 80°03'52" W, 856.12' to a point; thence N 05°26'44" E, 915.09' to the point of beginning containing 42.27 acres, more or less, according to survey of Burkhalter/Hickerson, Associates, Inc. dated October 24, 1986.

Being part of the same property conveyed to Jerry Butler by deed of record in Book 525, Page 465, and Book 471, Page 788, said Register's Office.

BEGINNING at a point in the centerline of Morton Road, said point being the southeast corner of the said Hudson tract and also the southwest corner of the property herein described; Thence, with lands of Hudson and Parker and passing over an iron pin set on line at 23.48', N 4°32'46" E, 1485.51' to a fence corner on the southeasterly corner of lands of Gossett; Thence, with Gossett, N 5°38'03" E, 908.01' to a point; Thence, still with Gossett, S 86°11'14" E, 74.13' to a point; Thence N 7°02'12" E, 597.54' to a point; Thence N 14°29'40" E, 177.48' to an iron pin on the southerly bank of the Rocky Fork Creek; Thence, still with lands of Gossett and with the center of said Rocky Fork Creek S 76°47'46" E, 317.91' to a point; Thence N 87°12'12" E, 184.45' to a point; Thence S 70°56'44" E, 255.31' to a point, being the westerly corner of a tract of land of Joe A. Gourley; Thence still with the center of said creek and with Gourley, S 70°41'16" E, 46.90' to a point; Thence S 38°51'45" E, 584.02' to a point; Thence S 22°13'07" E, 225.00' to a point; Thence S 61°00'10" E, 96.40' to a point; Thence S 56°01'40" E, 81.16' to a point; Thence, leaving said creek and still with lands of Gourley and passing over an iron pin set on line at 31.00', S 8°01'03" W, 389.70' to an iron pin; Thence N 72°32'24" W, 581.53' to an iron pin; Thence S 38°52'27" W 296.45' to an iron pin; Thence, still with Gourley, S 4°47'06" W, 995.32' to a nail in the centerline of Morton Road, a 40' R.O.W.; Thence with the centerline of Morton Road, along a curve to the right having a radius of 1819.19', a length of 265.084' to a point; Thence, still with said centerline, S 48°53'43" W, 801.96' to a point; Thence, continuing with said centerline, along a curve to the right having a radius of 600.00', a length of 136.486' to the point of beginning, containing 62.95 acres, more or less, according to survey of Burkhalter/Hickerson Associates, Inc., dated October 27, 1986.

Being part of the same property conveyed to Jerry Butler by deed of record in Book 525, Pages 463 and 465, said Register's Office.

Included in the above descriptions but excluded therefrom is Bankside of record in Plat Book 16, Page 245, Plat Book 17, Page 89 and Plat Book 25, Pages 181 & 182, said Register's Office for Rutherford County, Tennessee.

Exhibit "C"

**By-Laws
OF
BANKSIDE
OWNERS ASSOCIATION**

ARTICLE I

Definitions. The words defined in the Declaration, Covenants, Conditions and Restrictions for Bankside shall have the same meaning in these Corporate By-Laws.

ARTICLE II

2.01. Registered Office. The registered office of the corporation shall be in Rutherford County at 139 Charter Place La Vergne, TN 37086, and the name of the registered agent of the corporation is Jerry Butler.

2.02. Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE III

3.01. Membership. Each Lot Owner and Developer shall be a member of the corporation as defined in the Declaration and no other person or entity shall be entitled to membership. No Member shall be required to pay any consideration whatsoever solely for his membership in the corporation. Each unit Owner shall be a Class A Member and be entitled to one vote per Lot owned. The Developer shall be a Class B Member and be entitled to six (6) votes for each Lot owned. Class B Membership shall cease when one hundred (100) percent of the Lot are sold to Owners and when the Declarant shall determine no additional Lots will be added to Bankside.

ARTICLE IV

4.01. Annual Meetings. The first annual meeting will be held at a date and time fixed by the Board. Each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M., or such other day and time as the Board of Directors may select.

4.02. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-half (1/2) of all the votes of the membership.

4.03. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least twenty (20) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting.

4.04. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast one half of the votes of each class of membership shall constitute a quorum for each respective class, except as otherwise, provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the president or his representative shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

4.05 Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of the Holders of more than fifty (50) percent of the percentages values of those votes entitled to be cast of members qualified to vote and present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Declaration, the Charter of the corporation or these By-Laws, a different vote is required, in which case such express provision shall govern and control.

4.06. Method of Voting; Proxies. Each member shall be entitled to a vote for each Lot owned in accordance with section 3.01. The vote of each Member may only be cast by such Member or by a Proxy given by such member to his duly authorized representative bearing a date not more than eleven (11) months prior to such meeting. If title to a Lot shall be in the name of two or more persons as Co-Owners, all of such persons shall be Members of the corporation and are referred to herein as "Joint Co-Owners". Any one of such Joint Co-Owners may vote at any meeting of Members of the corporation and such vote shall be binding upon such other Joint Co-Owners who are not present at such meeting until written notice to the contrary has been received by the Board of Directors in which case the unanimous vote of all such Joint Co-Owners (in person or by Proxy) shall be required to cast their vote as Members. If two or more of such Joint Co-Owners are present at any meeting, their unanimous action shall also be required to cast their vote as members of the corporation.

4.07. Cumulative Voting Not Permitted. Cumulative voting for Directors shall not be permitted.

ARTICLE X

5.01. Management. The business and affairs of the corporation shall be managed by its Board of Directors who may exercise all such powers of the corporation and do all such lawful acts and things as are required by statute, the Declaration, the Charter, or these By-laws, and are not directed or required to be exercised or done by the Members.

5.02. Number; Qualifications; Election; Term. The Board of Directors shall consist of not less than two nor more than four (4) Directors. The Members of the Board of Directors shall serve until their successor shall be elected and shall qualify. The Developer shall appoint the Directors as long as it is a Class B member. At the time class B membership is to cease, the existing Directors shall resign and the Developer may appoint selected Lot Owners as a Directors to serve until such time as the membership shall elect Directors.

5.03. Removal; Change in Number; Vacancies. If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, the Board shall appoint a new Director to serve until his successor is duly elected.

5.04. Place of Meetings. The Directors of the corporation shall hold their meetings, both regular and special within Rutherford County, Tennessee.

5.05. Annual Meetings. The meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Members of the corporation, and at the same place, unless by unanimous consent of the Directors then elected and serving determine such time or place shall be changed.

5.06. Regular Meetings or Special Meetings. Regular meetings or special meetings of the Board of Directors may be held upon a 10 day notice, either personally delivered or mailed to each Lot Owner and Director, 10 days in advance of said meeting by First Class Mail.

5.07. Notice of Meetings. Notice shall state the time and place of the meeting and the business to be transacted. Directors will be elected to serve staggered terms by the membership, half will serve 2 years and half 4 years. All terms will be 4 years on re-election.

5.08. Quorum. At all meetings of the Board of Directors the presence of two Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority, but not less than two, of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of Directors, the Directors present there at may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

5.09. Committees. Committees may be appointed by the Board to assist it in managing the affairs of the corporation. Notice of committee meetings shall be given in the same manner as the Board meetings.

5.10. Procedure. All committees shall keep regular minutes of their proceedings and shall report the same to the Board when required.

5.11. Managing Agents. The Board of Directors may employ for the corporation a management agent at a compensation established by the Board of Directors and such management agent shall perform such duties and services with respect to the development as the Board of Directors shall authorize, and the Board of Directors may delegate to such management agent such duties with respect to management, repair and maintenance of the development which are not by statute, the Declaration, the Charter or these Corporate By-Laws, required to be performed by or have the approval of the Board of Directors or the Members of the corporation.

ARTICLE VI

6.01. Method. Whenever notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, postage prepaid, addressed to such Director or Member at such address as appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when same is deposited in First Class, United States mail. Any Director or member may elect to receive notices by e-mail by filing such election with the Secretary. An acknowledgement of such notices by the Director or Member shall satisfy any notice requirement.

6.02. Waiver. Whenever any notice is required to be given to any Member or Director of the corporation a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time is such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE VII

7.01. Number; Titles. The Officers of the corporation shall be elected by the Directors from among the Members of the Board of Directors or corporation and shall be a president, a secretary and a treasurer. Any two (2) or more offices may be held by the same person except the offices of president and secretary shall not be held by the same person.

7.02. Election. The Board of Directors shall choose a president, a secretary, and a treasurer, all of whom shall be members of the Board or corporation.

7.03. Other Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

7.04. Salaries. The salaries of all officers of the corporation, if any, shall be fixed by the Board of Directors.

7.05. Term of Office; Removal. Each officer of the corporation shall hold office until his successor is chosen and qualified in his stead or until his death or until his resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of

the whole Board of Directors. If any office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

7.06. President. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and the Board of Directors, shall have general and active management of the affairs of the corporation, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board of Directors shall prescribe.

7.07. Secretary. The Secretary shall attend all sessions of the Board of Directors and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be.

7.08. Treasurer. The Treasurer shall have the custody of the corporation funds and securities, shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers of such disbursements, shall render to the President and Directors, at regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, he shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his, death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE XIII

8.01. Reserves. There may be created by resolution of the Board of Directors such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or maintain any portion of Bankside or for such other purposes as the Directors shall think beneficial to the corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

8.02. Checks. All checks or demands for money and Notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

8.03. Fiscal Year. The fiscal year of the corporation shall be the calendar year until changed by the Board of Directors.

8.04. Seal. The corporation seal, if any, shall be in such form as may be determined by the Board of Directors. Said seal may be used causing it or a facsimile thereof to be imposed or affixed or reproduced or otherwise.

8.05. Indemnification. The corporation shall indemnify any Director, officer, or employee, or former Director, officer, or employee of the corporation, against expenses actually and necessarily incurred by him, and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer, or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The corporation may also reimburse to any Directors, officer or employee the reasonable costs of settlement of any such action, suit or proceedings, if it shall be found by a majority of a committee of the Directors not involved in the matter of controversy, whether or not a quorum, that it was to the interests of the corporation that such settlement be made and that such Director,

officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any rights to which such Director, officer, or employee may be entitled by law or under By-Law, Agreement, Vote of Members or otherwise.

8.06. Inconsistencies. In the event these By-Laws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

8.07. Amendment of By-Laws. These By-Laws may not be altered, amended or repealed except by the affirmative vote of more than two-thirds (2/3) of the percentage values of those votes entitled to be cast by members qualified to vote. Any such amendment shall not be operative until it is recorded with the Register of Deeds of Rutherford County, Tennessee.

8.08. Table of Contents; Headings. The table of contents and headings used in these By-Laws has been inserted for administrative conveniences only and do not constitute matters to be construed in interpretation.

Executed and adopted October 5, 2015 by the Incorporator of the Bankside Owner Association.

Darryl G. Fisher

