Davidson County DEEDMAST
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20071220-0146058

THIS INSTRUMENT PREPARED BY:
SHERRARD & ROE, PLC
Suite 2000, 424 Church Street
Nashville, TN 37219

AMENDMENT NO. 4 TO MASTER DEED

THE KRESS LOFTS CONDOMINIUMS

Kress Lofts, LLC, a Tennessee corporation ("Kress Building Developer") and Art Avenue Lofts, LLC, a Tennessee limited liability company ("Family Dollar Building Developer") (such Developers being hereinafter collectively referred to as the "Declarants"), pursuant to the provisions of the Tennessee Horizontal Property Act, Tennessee Code Annotated, § 66-27-101 to 123 (the "Act") for the purpose of submitting certain improvements to an existing horizontal property regime, do hereby declare as follows:

W I T N E S S E T H:

WHEREAS, Kress Building Developer and Farah H. Dabit heretofore submitted a certain tract or parcel of land (the "Property") in Davidson County, Tennessee, to condominium ownership pursuant to the Master Deed and Condominium Bylaws of Kress Lofts Condominiums of record in Instrument No. 20050429-0048067, as amended by instruments of record at Instrument Nos. 20060324-0034091, 20070227-0024233, and 20070419-0047025, in said Register's Office (collectively, the "Master Deed');

WHEREAS, Family Dollar Building Developer is the owner of a fee simple estate in those certain tracts or parcels of land in Davidson County, Tennessee, which are more particularly described in the Property Description, Family Dollar Building attached hereto as Exhibit "A-4" (the "Family Dollar Building Property") consisting of a multi-family residential complex composed of a five (5) story building containing a total of thirty (30) residential living units and two (2) commercial units on the first floor, for a total of thirty-two (32) units, together with the elevator serving the residential living units, as more particularly shown and described on the Amendment to Site Plan attached hereto as Exhibit "B-1" and incorporated herein by this reference;

WHEREAS, pursuant to Section 11 of the Master Deed, the Kress Building Developer has the right to make the Family Dollar Building Property a part of the Condominium Regime when the Improvements thereon are substantially complete by amending the Master Deed;

WHEREAS, Kress Building Developer entered into an agreement with Family Dollar Building Developer to exercise such expansion rights to submit to condominium ownership the additional Residential Units and Commercial Units, and additional parking areas (collectively, "Phase II") to be developed by Family Dollar Building Developer within the Family Dollar Building after substantial completion of the Improvements;

WHEREAS, pursuant to Section 12 of the Master Deed, Kress Building Developer has the right during the Period of Developer Control, which has not expired, to make corrections to the Master Deed and to assign parking spaces to specific Units;

WHEREAS, Declarants desire, by recording this Master Deed to make the Family Dollar Building Property and Improvements a part of The Kress Lofts Condominiums and to make certain changes in the Master Deed to accommodate such addition;

WHEREAS, defined terms used in the Master Deed and not otherwise defined herein shall have the same meanings ascribed to them in this Amendment No. 4 as in the Master Deed; and

WHEREAS, Section numbers and paragraph designations in the Master Deed and the Condominium Bylaws, respectively, shall be used to reference the amendments thereto hereinafter described;

NOW, THEREFORE, Declarants do hereby submit the Family Dollar Building Property, the Improvements thereon, and all rights and privileges belonging or in any way pertaining thereto to the Master Deed and do hereby make the Family Dollar Building Property and such Improvements a part of The Kress Lofts Condominiums as a horizontal property regime under the Act. The Family Dollar Building Property and Improvements shall hereafter be subject to the provisions of the Act, the Master Deed, the Condominium Bylaws and the Charter and Corporate Bylaws of The Kress Lofts Condominiums Homeowners' Association, Inc., as hereinabove described, and to accomplish the same, Declarants do hereby amend and restate certain provisions of the Master Deed and Condominium Bylaws, referenced by applicable Section and paragraph within the Master Deed and Condominium Bylaws, respectively, as follows:

MASTER DEED

1. DEFINITIONS:

(p) "Dabit Building" means the middle Building shown on the Site Plan that was solely owned by Dabit prior to the filing of this Master Deed.

(r) "Developer" means in respect to the Kress and Dabit Buildings, The Kress Lofts, LLC, a Tennessee limited liability company, its successors and assigns ("Kress Building Developer"), and with respect to the Family Dollar Building, Art Avenue Lofts, LLC, a Tennessee limited liability company, its successors and assigns ("Family Dollar Building Developer"). Such successors and assigns include any construction lender or permanent lender or its successors and assigns, in the event that such entity were to elect to succeed to the interest of the Developer under any document evidencing the financing of the construction of the Condominium Project.

(s) The definition of "Commercial Unit" shall be amended and restated in its entirety to read as follows: "Commercial Units" means Unit Nos. K101, D101, FD106, and FD107 as shown on the Site Plan.

(bb) "Site Plan" means the drawing and description of the Property and Improvements attached as Exhibit "B" to the original Master Deed as supplemented and amended by the Amendment to Site Plan attached to this Amendment No. 4 to Master Deed as Exhibit "B-1".

(cc) "Property" means the fee simple estate in regard to those certain tracts or parcels of land described (by individual parcels and as a combined parcel) in Exhibit "A-3" attached to the Master Deed as amended and supplemented by the Property Description, Family Dollar Building, attached to this Amendment No. 4 as Exhibit "A-4."

(dd) "Phase I" means portion of the Condominium Project initially submitted to the horizontal property regime upon the filing of the Master Deed.

(ff) "Family Dollar Building" means the southerly Building on the Site Plan that was solely owned by Family Dollar Building Developer prior to the filing of this Amendment No. 4 to Master Deed.

(gg) "Phase II" means the portion of the Condominium Project submitted to the horizontal property regime by the filing of this Amendment No. 4 to Master Deed.

3. GENERAL COMMON ELEMENTS.

Section 3 of the Master Deed is amended and restated in its entirety to read as follows:

3. GENERAL COMMON ELEMENTS: The General Common Elements include only the fee simple estate in and to the Property.

4. LIMITED COMMON ELEMENTS.

Section 4 of the Master Deed is amended and restated in its entirety to read as follows:

4. LIMITED COMMON ELEMENTS: The Limited Common Elements are Building Limited Common Elements, Building Residential Limited Common Elements, and Residential Limited Common Elements as defined in this Section

Building Limited Common Elements are appurtenant to all Units in each of the respective Buildings and include the following:

(a) The foundations, bearing walls and columns, roofs, and Building facades.

(b) The rooms and facilities, if any, used by janitors or other persons in charge of maintenance, cleaning and repair of the Building.

(c) The compartments or installations of central services such as electricity, gas, hot and cold water, water tanks and pumps, conduits for telephone lines, plumbing and similar installations installed for the common use of Co-owners of Units in the Building.

(d) All other devices or installations existing for common use of the Co-owners and all other elements of the improvements desirable or rationally of common use or necessary to the existence of upkeep and safety of the Condominium Project that are not General Common Elements, Building Residential Limited Common Elements or Residential Limited Common Elements.

The Kress and Dabit Buildings shall be deemed a single Building in respect to the Building Limited Common Elements.

Building Residential Limited Common Elements are reserved for the exclusive use of Co-owners of the Residential Units in each of the respective Buildings in which the same are located and include the following:

(i) The exits, elevators, and communication ways that are part of the Improvements comprising a Building that serve only the Residential Units in such Building and the central heating and air conditioning installations serving such facilities.

(ii) The private decks and balconies attached to or accessible from a particular Residential Unit are Building Residential Limited Common Elements appurtenant to such Unit.

(iii) The parking areas on the first floor and basement of the Kress Building and the first floors of the Family Dollar Building, respectively, which are reserved for the use of certain Units located within their respective Buildings as described in Section 6 hereof.

(iv) The community deck.

The Kress Building and the Dabit Building shall be deemed a single Building in respect of the Building Residential Limited Common Elements.

The Residential Limited Common Elements are appurtenant to all Residential Units and include only the courtyard and light-well within the Dabit Building.

5. PERCENTAGE INTERESTS:

The percentage interest in the ownership of the General and Limited Common Elements appurtenant to each Unit is revised in accordance with the Amended and Restated Exhibit "D" attached hereto and incorporated herein by this reference, which shall supercede and replace the original Exhibit "D" attached to the Master Deed.

6. PARKING AREA:

The parking areas on the Site Plan are hereby expanded to include parking areas and access ways within the Family Dollar Building as described on Supplement to Designation of Parking Spaces attached hereto as Exhibit "E-1" and incorporated herein by this reference. Ownership of the parking spaces within the Family Dollar Building is retained by Family Dollar Building Developer, and Family Dollar Building Developer shall have the right to amend Exhibit "E-1" as such parking spaces are sold.

7. COVENANTS OF CO-OWNERS:

The original reference in Amendment No. 1 to "subparagraph (b)" as an additional covenant is changed to "subparagraph (p)". The following new subparagraph (q) is added as an additional covenant:

> (q) Each Co-owner of a Residential Unit in the Family Dollar Building must comply with the dryer vent requirements set forth on Exhibit "G" attached hereto and incorporated herein by this reference.

8. DABIT PERPETUAL LEASE.

The last sentence of the final paragraph of this Section is amended and restated to read as follows:

> The Kress Building Developer retains ownership of all other portions of the Condominium Project within the Kress and Dabit Buildings not heretofore conveyed to purchasers, and Family Dollar Building Developer retains ownership of all portions of the Condominium Project within the Family Dollar Building not heretofore conveyed to purchasers.

12. AMENDMENTS:

Paragraph (h) is amended and restated in its entirety as follows:

> (h) The Developer or Family Dollar Building Developer may amend this Master Deed to assign parking spaces owned by each of them, respectively, to specific Units; provided, however, Developer must receive consent of the Bank of Nashville prior to any such amendment and assignment of parking spaces if Developer has outstanding indebtedness to the Bank of Nashville, and Family

Dollar Building Developer must receive consent of Regions Bank if Family Dollar Building Developer has outstanding indebtedness to Regions Bank.

(i) The limitation on amendments shall hereafter apply to Kress Building Developer or Family Dollar Building Developer, as their respective interests may appear.

13. AFFORDABILITY RESTRICTION:

All references to Developer in this Section shall hereafter refer to Kress Building Developer or Family Dollar Building Developer, as their respective interests may appear.

CONDOMINIUM BYLAWS

2.5 Association Expenses and Receipts.

The second sentence is amended by adding the words "and Limited" after the word "General".

2.6 Co-Owner Expenses.

The words "benefited thereby" should be inserted after the words "Residential Units".

3.2. Annual and Special Assessments.

(a) The first sentence of subparagraph (a) is amended by adding the words "and Limited" after the word "General."

3.3. Allocation and Payment of Assessments.

The first sentence is amended by adding the following clause at the end of the present text:

; provided, however, expenses related to the various Limited Common Elements shall be equitably apportioned among the Co-owners benefited thereby based upon such percentage interests.

A new second sentence should be inserted to read as follows:

In the case of the Family Dollar Building the percentages allocable to the sharing of such Limited Common Element expenses affecting only the Family Dollar Building shall be recalculated on the basis that no Unit's size shall be deemed to exceed 2,000 square feet.

7.2(j). Section 7.2(j) is amended and restated as a new Section 7.14 to read as follows:

7.14. Dryer Venting

(j) Co-owners of Residential Units shall permit the Association or its managing agent to inspect at any time dryers located within such Units to confirm compliance with the dryer venting requirements set forth in the Master Deed, as amended.

Except as expressly modified hereby, all terms and provisions of the Master Deed and Condominium Bylaws shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have caused the foregoing Amendment No. 4 to the Master Deed to be executed by their duly authorized officers on this 20 day of December 2007.

KRESS LOFTS, LLC

By: _____
Aaron White, Chief Manager

ART AVENUE LOFTS, LLC

By: _____
Aaron White, Chief Manager

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Aaron White, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be the Chief Manager of Kress Lofts, LLC, a Tennessee limited liability corporation, the within named bargainor, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office in Nashville, Tennessee, this 20 day of December, 2007.

Notary Public

My Commission Expires:
My Commission Expires SEPT. 20, 2008

CARRIE L. SMOTHERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Aaron White, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be the Chief Manager of Art Avenue Lofts, LLC, a Tennessee limited liability corporation, the within named bargainor, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office in Nashville, Tennessee, this 20 day of December, 2007.

Notary Public

My Commission Expires:
~~My Commission Expires SEPT.~~ 20, 2008

CARRIE L. SMOTHERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Exhibit "A-4"
Property Description
Family Dollar Building

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, located on the west margin of Fifth Avenue North south of Union Street and being more particularly described according to a survey prepared by Barge Waggoner Sumner & Cannon, Inc. TN RLS No. 1401, 614 4th Avenue South, Nashville, Tennessee, dated November 11, 2005, as follows:

BEGINNING at a point in the west margin of Fifth Avenue North, said point being S 26° 45' 02" E, 141.43 feet along said margin from the south margin of Union Street;

THENCE, with the westerly margin of Fifth Avenue North, S 26° 45' 02" E, 69.00 feet to a point;

THENCE, leaving said margin with the north line of Sam's General Merchandise, Inc. of record in Book 5890, page 898, R.O.D.C., S 63° 13' 31" W, 172.33 feet to a point in the east margin of Harvey's Alley;

THENCE, with said Alley, N 26° 36'20" W, 70.29 feet to a point;

THENCE, leaving said Alley with the south line of The Kress Lofts, LLC of record in Instrument No. 200504290048064, R. O. D. C. N 63° 39' 20" E, 172.16 feet to the point of beginning.

Containing 11,995 square feet or 0.28 acres, more or less.

The above property description contains three (3) tracts and the derivations to which are as follows:

Tract 1:
231 Fifth Avenue North, Map-Parcel No. 93-6-1-32

Tract 2:
233 Fifth Avenue North, Map-Parcel No. 93-6-1-31

Tract 3:
29 5th Avenue North, Map-Parcel No. 93-6-1-33.

Being the same property conveyed to Art Avenue Lofts, LLC, a Tennessee limited liability company, by deed from Metropolitan Development and Housing Authority of record at Instrument No. 20051201-0144514, RODC.

EXHIBIT "B-1"

Amendment to Site Plan

Building Data for Phase II

Family Dollar Building containing 2 Retail Units and 30 residential Units:

Unit	Square Footage	Type
FD104	1,640	Commercial/Retail
FD105	1,059	Commercial/Retail
FD201	1,015	Residential
FD202	685	Residential
FD300	600	Residential
FD301	510	Residential
FD302	710	Residential
FD303	900	Residential
FD304	1,035	Residential
FD305	815	Residential
FD306	1,165	Residential
FD307	920	Residential
FD308	965	Residential
FD309	915	Residential
FD310	760	Residential
FD311	825	Residential
FD400	800	Residential
FD401	735	Residential
FD402	945	Residential
FD403	1,230	Residential
FD404	1,015	Residential
FD405	1,150	Residential
FD406	1,110	Residential
FD407	1,290	Residential
FD408	1,555	Residential
FD409	1,105	Residential
FD410	1,010	Residential
FD411	1,075	Residential
FD501	2,742	Residential
FD502	2,180	Residential
FD503	2,240	Residential
FD504	2,905	Residential

Total square footage for Family Dollar Building: 37,497

The Notes to Site Plan are amended and restated in their entirety to read as follows:

1. The underlying Property shall be deemed a General Common Element.

2. Unit numbers shown hereon indicate property parcel numbers.

3. Balconies and Private Decks are Building Residential Limited Common Elements appurtenant to the Units from which they are accessed.

4. Parking spaces are Building Residential Limited Common Elements assigned to Residential Units as indicated on Exhibit "E" and Exhibit "E-1".

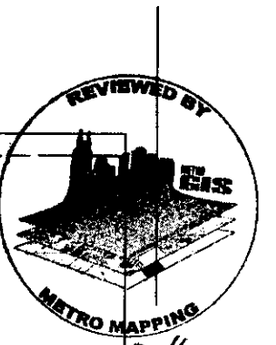
5. The square footage for each Unit is taken from architectural plans prepared by Gobbell Hayes Partners dated January 13, 2005, in respect to the Kress and Dabit Buildings and Lamb & Associates dated November 10, 2006, in respect to the Family Dollar Building.

6. Building lobbies, corridors, elevators, elevator equipment rooms, stairwells, and the community deck serving only Residential Units are Building Residential Limited Common Elements.

7. The parking garage is a Building Residential Limited Common Element.

8. The courtyard and lightwell within the Dabit Building are Residential Limited Common Elements.

9. All portions of each Building other than the underlying Property and the portions denominated as Building Residential Limited Common Elements or Residential Limited Common Elements shall be deemed Building Limited Common Elements. The Kress Building and the Dabit Building shall be deemed a single Building in respect of the Building Limited Common Elements.



D/L 12/17/07

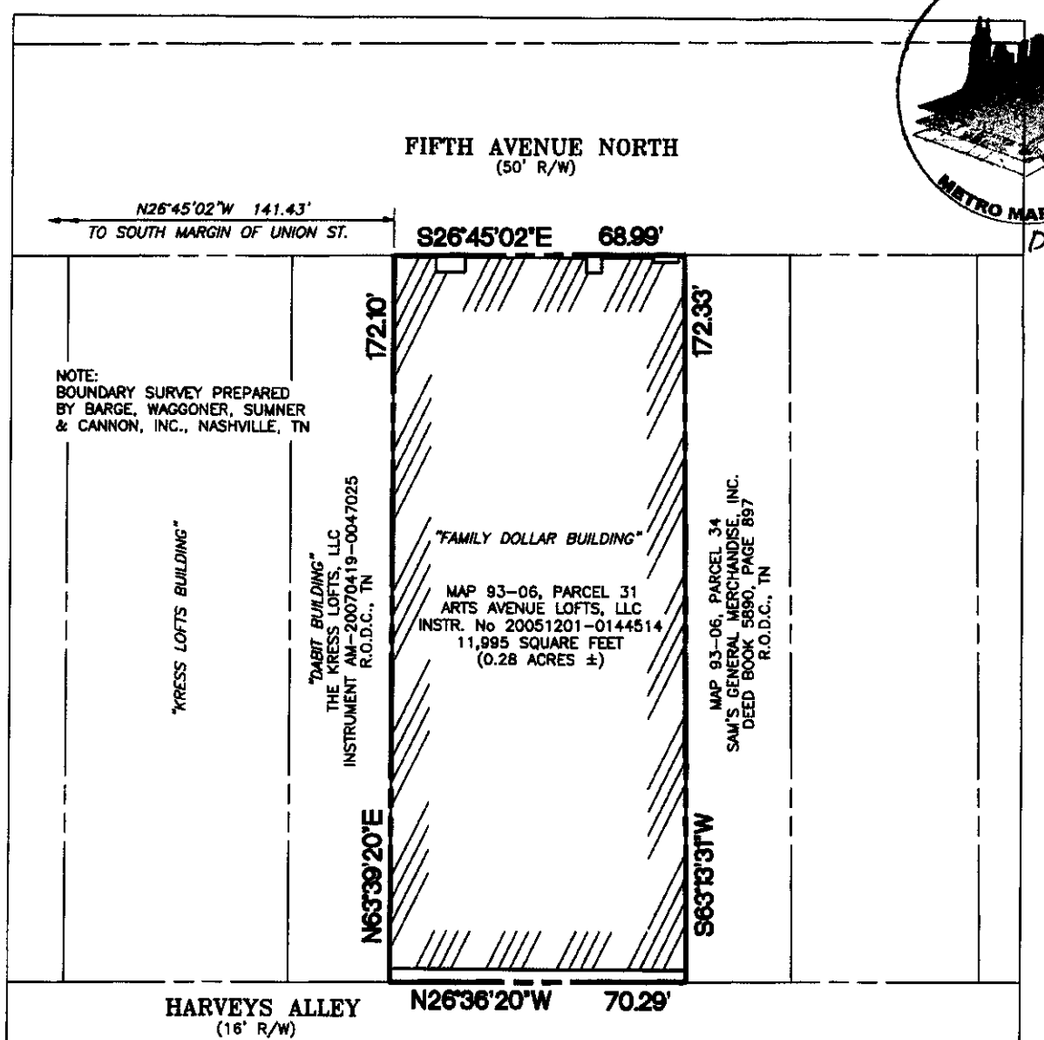


EXHIBIT "B-1" AMENDMENT TO SITE PLAN
BOUNDARY FAMILY DOLLAR BUILDING

THE KRESS LOFTS - PHASE II

223 5th AVENUE NORTH
NASHVILLE, DAVIDSON COUNTY, TENNESSEE
SCALE: 1"= 30' – DATE: NOVEMBER 21, 2007





GRAPHIC SCALE – 1" = 30'



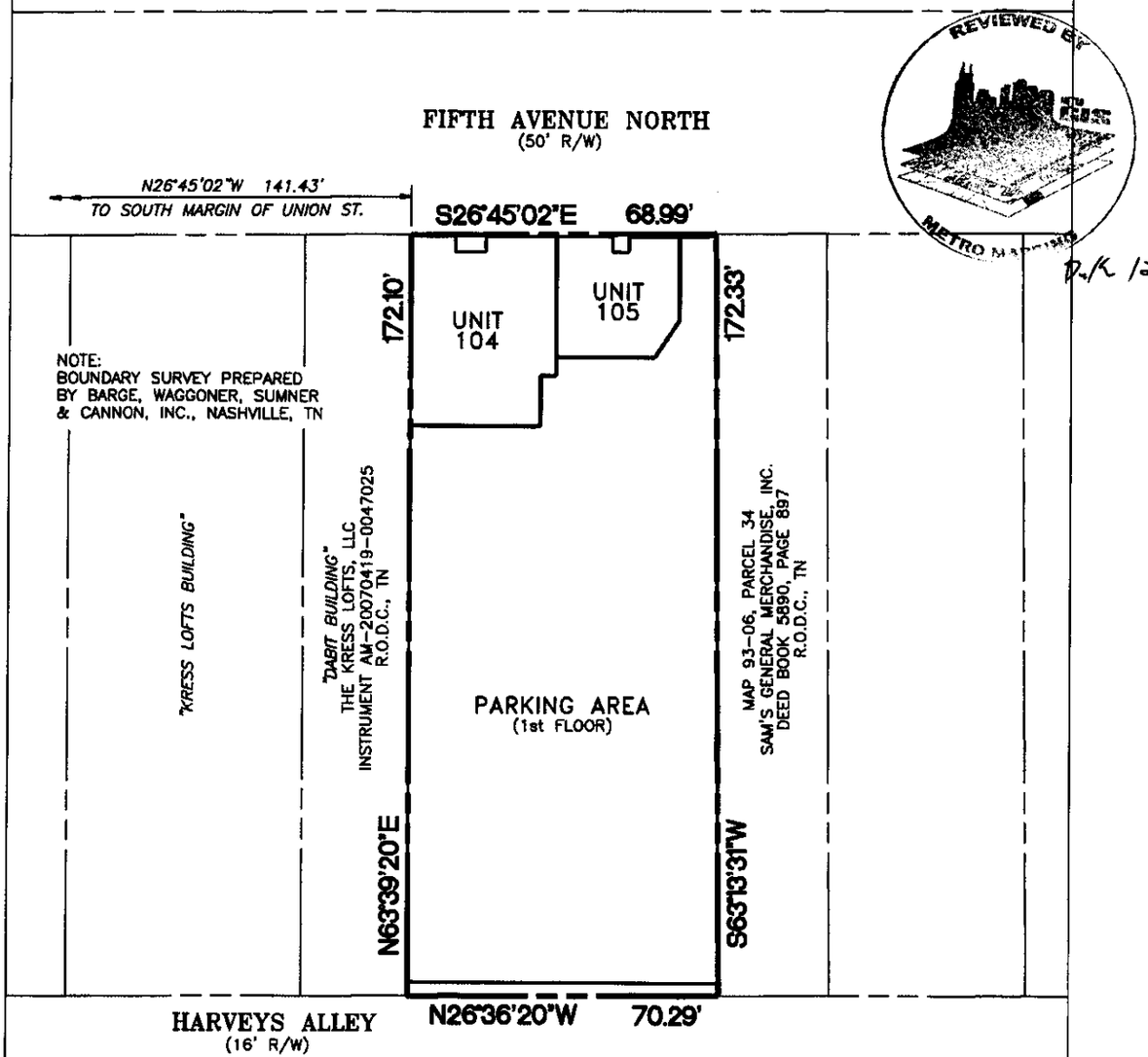
L. Kevin Morehead
Land Surveyor

TN Registration No.: 2315

November 29, 2007
Date

WE HEREBY CERTIFY THAT THIS SURVEY AND THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

Prepared By:
Initial Point
Land Surveying, Inc.
3324 Carl Road Franklin, TN 37064
Telephone: 615.790.4240
Fax: 615.794.8068
initialpoint@bellsouth.net
www.initialpoint.org



REVIEWED BY METRO

D.K 12/17/07

EXHIBIT "B-1" AMENDMENT TO SITE PLAN
1st FLOOR UNITS

THE KRESS LOFTS - PHASE II

223 5th AVENUE NORTH
NASHVILLE, DAVIDSON COUNTY, TENNESSEE
SCALE: 1"= 30' - DATE: NOVEMBER 29, 2007

NORTH

30 0 15 30 60
GRAPHIC SCALE - 1" = 30'

L. KEVIN MOREHEAD
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
TENNESSEE No. 2315

L. Kevin Morehead
Land Surveyor

TN Registration No.: 2315

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DWK
12/17/07

FIFTH AVENUE NORTH
(50' R/W)

N26°45'02"W 141.43'
TO SOUTH MARGIN OF UNION ST.

S26°45'02"E 68.99'

172.10'

UNIT 202

UNIT 201

172.33'

NOTE:
BOUNDARY SURVEY PREPARED BY BARGE, WAGGONER, SUMNER & CANNON, INC., NASHVILLE, TN

"KRESS LOFTS BUILDING"

"DABIT BUILDING"
THE KRESS LOFTS, LLC
INSTRUMENT AM-20070419-0047025
R.O.D.C., TN

PARKING AREA
(1st FLOOR)

MAP 93-06, PARCEL 34
SAM'S GENERAL MERCHANDISE, INC.
DEED BOOK 5890, PAGE 897
R.O.D.C., TN

N63°39'20"E

S63°13'31"W

HARVEYS ALLEY
(16' R/W)

N26°36'20"W 70.29'

EXHIBIT "B-1" AMENDMENT TO SITE PLAN
2nd FLOOR UNITS

THE KRESS LOFTS - PHASE II

223 5th AVENUE NORTH
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

SCALE: 1"= 30' - DATE: NOVEMBER 29, 2007

NORTH

30 0 15 30 60

GRAPHIC SCALE - 1" = 30'

L. KEVIN MOREHEAD
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
TENNESSEE No. 2315

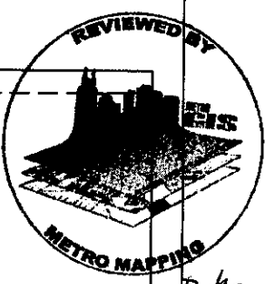
L. Kevin Morehead
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November 29, 2007
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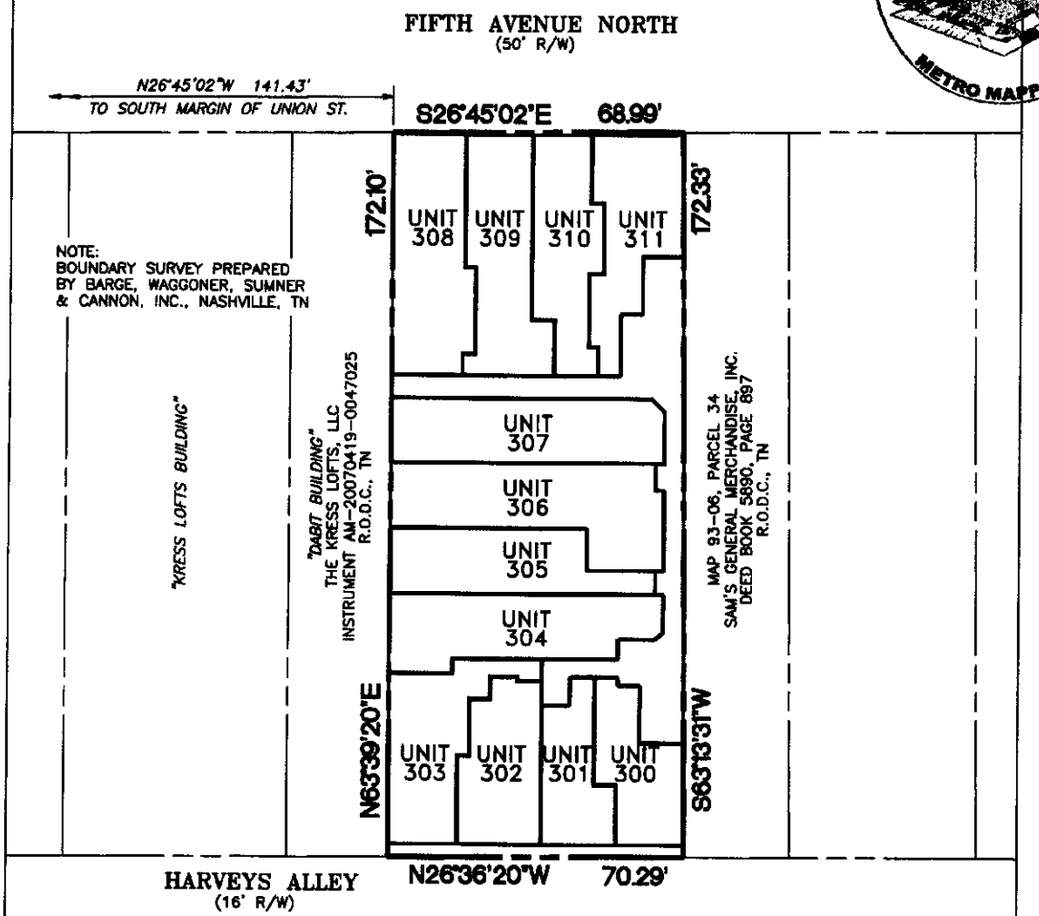
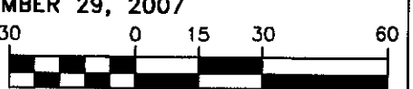


EXHIBIT "B-1" AMENDMENT TO SITE PLAN
3rd FLOOR UNITS

THE KRESS LOFTS - PHASE II

223 5th AVENUE NORTH
NASHVILLE, DAVIDSON COUNTY, TENNESSEE
SCALE: 1"= 30' - DATE: NOVEMBER 29, 2007





GRAPHIC SCALE - 1" = 30'



L. Kevin Morehead
Land Surveyor

TN Registration No.: 2315

November 29, 2007
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12/17/07
H

FIFTH AVENUE NORTH
(50' R/W)

N26°45'02"W 141.43'
TO SOUTH MARGIN OF UNION ST.

S26°45'02"E 68.99'

172.10'

172.33'

UNIT 408 | UNIT 409 | UNIT 410 | UNIT 411

UNIT 407

UNIT 406

UNIT 405

UNIT 404

UNIT 403 | UNIT 402 | UNIT 401 | UNIT 400

N63°39'20"E

S63°13'31"W

NOTE:
BOUNDARY SURVEY PREPARED BY BARGE, WAGGONER, SUMNER & CANNON, INC., NASHVILLE, TN

"KRESS LOFTS BUILDING"

"DABIT BUILDING"
THE KRESS LOFTS, LLC
INSTRUMENT AM-20070419-0047025
R.O.D.C., TN

MAP 93-06, PARCEL 34
SAM'S GENERAL MERCHANDISE, INC.
DEED BOOK 5890, PAGE 897
R.O.D.C., TN

HARVEYS ALLEY
(16' R/W)

N26°36'20"W 70.29'

EXHIBIT "B-1" AMENDMENT TO SITE PLAN
4th FLOOR UNITS

THE KRESS LOFTS - PHASE II

223 5th AVENUE NORTH
NASHVILLE, DAVIDSON COUNTY, TENNESSEE
SCALE: 1"= 30' - DATE: NOVEMBER 21, 2007

NORTH

30 0 15 30 60
GRAPHIC SCALE - 1" = 30'

L. KEVIN MOREHEAD
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
TENNESSEE No. 2315

L. Kevin Morehead
Land Surveyor

TN Registration No.: 2315

November 29, 2007
Date

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Dw/kr
12/17/07

FIFTH AVENUE NORTH
(50' R/W)

N26°45'02"W 141.43'
TO SOUTH MARGIN OF UNION ST.

S26°45'02"E 68.99'

172.10'

172.33'

UNIT 411
UNIT 410
UNIT 409
UNIT 408
UNIT 407
UNIT 406
UNIT 405
UNIT 404
UNIT 403
UNIT 402
UNIT 401
UNIT 400
LOFT LEVEL

NOTE:
BOUNDARY SURVEY PREPARED BY BARGE, WAGGONER, SUMNER & CANNON, INC., NASHVILLE, TN

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"DASIT BUILDING"
THE KRESS LOFTS, LLC
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SAM'S GENERAL MERCHANDISE, INC.
DEED BOOK 5890, PAGE 897
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N63°39'20"E

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(16' R/W)

N26°36'20"W 70.29'

EXHIBIT "B-1" AMENDMENT TO SITE PLAN
4th FLOOR MEZZANINE UNITS

THE KRESS LOFTS - PHASE II

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NASHVILLE, DAVIDSON COUNTY, TENNESSEE
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NORTH

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L. KEVIN MOREHEAD
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TENNESSEE No. 2315

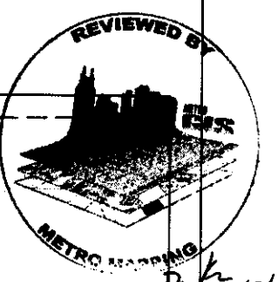
L. Kevin Morehead
Land Surveyor

TN Registration No.: 2315

November 29, 2007
Date

WE HEREBY CERTIFY THAT THIS SURVEY AND THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

Prepared By:
Initial Point
Land Surveying, Inc.
3324 Carl Road Franklin, TN 37064
Telephone: 615.790.4240
Fax: 615.794.8068
initialpoint@bellsouth.net
www.initialpoint.org



12/17/07

FIFTH AVENUE NORTH
(50' R/W)

N26°45'02"W 141.43'
TO SOUTH MARGIN OF UNION ST.

S26°45'02"E 68.99'

172.10'

172.33'

NOTE:
BOUNDARY SURVEY PREPARED BY BARGE, WAGGONER, SUMNER & CANNON, INC., NASHVILLE, TN

UNIT 504

UNIT 503

UNIT 502

UNIT 501

"KRESS LOFTS BUILDING"

"DABIT BUILDING"
THE KRESS LOFTS, LLC
INSTRUMENT AM-20070419-0047025
R.O.D.C., TN

MAP 93-06, PARCEL 34
SAM'S GENERAL MERCHANDISE, INC.
DEED BOOK 5890, PAGE 897
R.O.D.C., TN

N63°39'20"E

S63°13'31"W

HARVEYS ALLEY
(16' R/W)

N26°36'20"W 70.29'

EXHIBIT "B-1" AMENDMENT TO SITE PLAN
5th FLOOR UNITS

THE KRESS LOFTS - PHASE II

223 5th AVENUE NORTH
NASHVILLE, DAVIDSON COUNTY, TENNESSEE
SCALE: 1"= 30' - DATE: NOVEMBER 21, 2007

NORTH

30 0 15 30 60
GRAPHIC SCALE - 1" = 30'

L. KEVIN MOREHEAD
REGISTERED LAND SURVEYOR
TENNESSEE No. 2315

L. Kevin Morehead
Land Surveyor

TN Registration No.: 2315

November 29, 2007
Date

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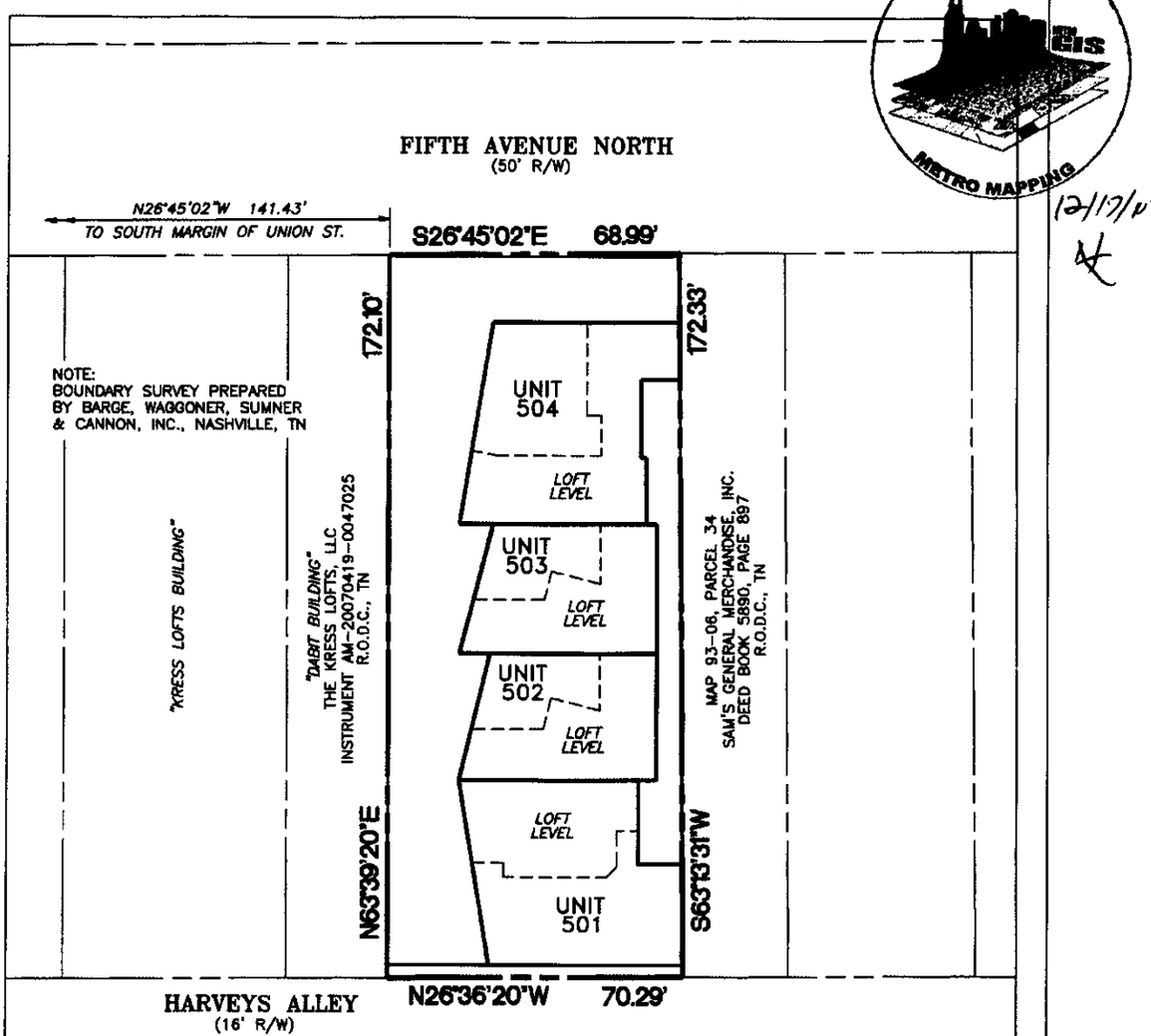


EXHIBIT "B-1" AMENDMENT TO SITE PLAN
5th FLOOR MEZZANINE UNITS

THE KRESS LOFTS - PHASE II

223 5th AVENUE NORTH
NASHVILLE, DAVIDSON COUNTY, TENNESSEE
SCALE: 1"= 30' - DATE: NOVEMBER 21, 2007

NORTH

30 0 15 30 60
GRAPHIC SCALE - 1" = 30'

L. KEVIN MOREHEAD
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
TENNESSEE No. 2315

L. Kevin Morehead
Land Surveyor

TN Registration No.: 2315

November 29, 2007
Date

WE HEREBY CERTIFY THAT THIS SURVEY AND THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

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REVIEWED BY GIS METRO MAPPING
12/17/07

AMENDED AND RESTATED EXHIBIT "D"

Amended and Restated Percentage Interests

Kress Building:

Unit No.	Square Footage	Percentage Interest	Notes
K101	1,500	1.97%	Commercial/Retail
K201	1,450	1.90%	Residential
K202	1,365	1.79%	Residential
K301	695	0.91%	Residential
K302	1,370	1.80%	Residential
K303	1,140	1.50%	Residential
K304	910	1.19%	Residential
K305	1,475	1.93%	Residential
K306	1,600	2.10%	Residential
K401	635	0.83%	Residential
K402	1,370	1.80%	Residential
K403	1,140	1.50%	Residential
K404	910	1.19%	Residential
K405	1,475	1.93%	Residential
K406	1,600	2.10%	Residential
K501	695	0.91%	Residential
K502	1,370	1.80%	Residential
K503	1,140	1.50%	Residential
K504	970	1.27%	Residential
K505	1,220	1.60%	Residential
K506	1,310	1.72%	Residential
K507	1,390	1.82%	Residential
K601	2,250	2.95%	Residential
K602	675	0.89%	Residential
K603	2,170	2.85%	Residential
K603	1,740	2.28%	Residential
K604	1,740	2.28%	Residential
K605	1,190	1.56%	Residential

Total square footage for Kress Building: 34,755

Dabit Building:

Unit No.	Square Footage	Percentage Interest	Notes
D101	1,500	1.97%	Commercial/Retail
D300	1,010	1.32%	Residential
D308	690	0.91%	Residential
D309	670	0.88%	Residential

Total square footage for Dabit Building: 3,870

Family Dollar Building

Unit No.	Square Footage	Percentage Interest	Notes
FD104	1,640	2.15%	Residential/Commercial
FD105	1,059	1.39%	Residential/Commercial
FD201	1,015	1.33%	Residential
FD202	685	0.90%	Residential
FD300	600	0.79%	Residential
FD301	510	0.67%	Residential
FD302	710	0.93%	Residential
FD303	900	1.18%	Residential
FD304	1,035	1.36%	Residential
FD305	815	1.07%	Residential
FD306	1,165	1.53%	Residential
FD307	920	1.21%	Residential
FD308	965	1.27%	Residential
FD309	915	1.20%	Residential
FD310	760	1.00%	Residential
FD311	825	1.08%	Residential
FD400	800	1.05%	Residential
FD401	735	0.96%	Residential
FD402	945	1.24%	Residential
FD403	1,230	1.61%	Residential
FD404	1,015	1.33%	Residential
FD405	1,150	1.51%	Residential
FD406	1,110	1.46%	Residential
FD407	1,290	1.69%	Residential
FD408	1,555	2.04%	Residential
FD409	1,105	1.45%	Residential
FD410	1,010	1.32%	Residential
FD411	1,075	1.41%	Residential
FD501	2,742	3.60%	Residential
FD502	2,180	2.86%	Residential
FD503	2,240	2.94%	Residential
FD504	2,905	3.81%	Residential

Total square footage for Family Dollar Building: 37,606

Total square footage for all Buildings:	**76,231**	**100.00%**

EXHIBIT "E-1"

Designation of Parking Spaces in Family Dollar Building

Unit No.	Parking	Unit Size
FD104	0	1,640
FD105	0	1,059
FD201	0	1,015
FD202	0	685
FD300	0	600
FD301	0	510
FD302	0	710
FD303	0	900
FD304	1	1,035
FD305	0	815
FD306	1	1,165
FD307	1	920
FD308	1	965
FD309	1	915
FD310	0	760
FD311	1	825
FD400	0	800
FD401	1	735
FD402	1	945
FD403	1	1,230
FD404	1	1,015
FD405	1	1,150
FD406	1	1,110
FD407	1	1,290
FD408	1	1,555
FD409	1	1,105
FD410	1	1,010
FD411	1	1,075
FD501	2	2,742
FD502	2	2,180
FD503	2	2,240
FD504	2	2,905
Totals	**25**	**37,606**

EXHIBIT "G"

Dryer Vent Requirements

Co-Owners of Residential Units in the Family Dollar Building shall install dryers capable of venting the distances noted in the following listing of Residential Units and venting distances:

201	STACKED	60	3	0	**75**
202	STACKED	60	2	0	**70**
300	STACKED	40	3	2	**60**
301	STACKED	35	2	0	**45**
302	STACKED	35	2	0	**45**
303	STACKED	30	1	0	**35**
304	STACKED	44	3	0	**59**
305	STACKED	35	2	0	**45**
306	STACKED	45	3	0	**60**
307	STACKED	45	3	0	**60**
308	STACKED	30	2	0	**40**
309	STACKED	52	3	0	**67**
310	STACKED	60	3	0	**75**
311	STACKED	60	2	0	**70**
400	STACKED	42	1	0	**47**
401	STACKED	42	3	0	**57**
402	STACKED	29	2	0	**39**
403	STACKED	10	1	0	**15**
404	STACKED	43	3	0	**58**
405	STACKED	35	1	0	**40**
406	STACKED	44.5	3	0	**59.5**
407	STACKED	44	2	0	**54**
408	STACKED	28	3	0	**43**
409	STACKED	43	3	0	**58**
410	STACKED	50	3	0	**65**
411	STACKED	60	3	0	**75**

501	STACKED	10	1	0	**15**
502	STACKED	10	1	0	**15**
503	STACKED	10	1	0	**15**
504	STACKED	10	1	0	**15**

EQUIVALENT FEET FOR 90 DEG. ELL = 5.0'
EQUIVALENT FEET FOR 45 DEG. ELL = 2.5'