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This instrument was prepared by
and should be returned to:
Margaret A. Rolando, Esq.
Shutts & Bowen LLP
201 South Biscayne Boulevard
Miami, FL 33131

Davidson County DEEDMAST
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MASTER DEED

AND

DECLARATION OF CONDOMINIUM

FOR

TERRAZZO, A CONDOMINIUM

CJUF II TERRAZZO, LLC, a Delaware limited liability company ("Developer"), does hereby declare as follows:

1. INTRODUCTION AND SUBMISSION.

1.1 The Land. The Developer owns fee simple title to certain land located in Davidson County, Tennessee, as more particularly described in Exhibit "A" attached hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the following to the condominium form of ownership in the manner provided herein and in the Act:

(a) the Land and all Improvements erected or to be erected thereon,

(b) all easements, rights and appurtenances thereto, and all other property, real, personal or mixed, intended for use in connection therewith, and

(c) the Units and the Common Elements now or hereafter situated on the Condominium Property;

excluding, however, all utility, cable television, cellular phone antennae and other installations or equipment owned by a cable television, telecommunication, cellular phone, utility or service provider which has contracted with or has imposed other legal requirements upon the Developer or the Association to provide a utility, telecommunication service and/or other services or equipment. The Units and Common Elements are hereby declared to be subject to the restrictions, easements, conditions and covenants contained in this Declaration governing the use of the Units and Common Elements and prescribing the obligations and responsibilities incident to ownership of each Unit and its

appurtenant Limited Common Elements and undivided interest in Common Elements.

1.3 Name. The name by which this condominium is to be identified is TERRAZZO, A CONDOMINIUM (hereinafter called the "Condominium").

2. DEFINITIONS. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

2.1 "Act" – The Tennessee Horizontal Property Act, Section 66-27-101 et seq., Tennessee Code Annotated, as it exists on the date this Declaration is recorded and as it may be hereafter renumbered.

2.2 "Assessment" – Any of the types of assessments defined below:

(a) "Commercial Assessment" is the share of the funds required for the payment of Commercial Common Expenses from time-to-time assessed against a Commercial Unit Owner and its Commercial Unit.

(b) "General Common Assessment" is the share of the funds required for the payment of General Common Expenses from time to time assessed against a Unit Owner and its Unit.

(c) "Office Assessment" is the share of the funds required for the payment of Office Common Expenses from time to time assessed against an Office Unit Owner and its Office Unit.

(d) "Residential Assessment" is the share of the funds required for the payment of Residential Common Expenses from time to time assessed against a Residential Unit Owner and his or her Residential Unit.

(e) "Special Assessment" is an amount levied against a Unit Owner and its Unit to cover any of the following amounts: (.1) expenses which are in excess of the amounts budgeted or which are not included in the annual operating budget of the Association or which are not included in or exceed the amount in the reserves designated for such purpose; (.2) costs incurred by the Association for specific purposes of a nonrecurring nature; (.3) expenses incurred by the Association for repair, construction or reconstruction of any Improvements on any portion of the Common Elements or Association Property as a result of a casualty loss, condemnation, substantial deterioration or Substantial Damage in excess of the proceeds of the Association's insurance; (.4) expenses incurred by the Association for acquisition, installation, alteration or construction of any Improvement in the nature of a capital addition, alteration or improvement (as distinguished from maintenance, repairs, replacements, reconstruction or uninsured losses) located or to be located on any portion of the Common Elements or Association Property; (.5) expenses incurred by the Association for any maintenance, repair and replacement of the Common Elements or Association Property contemplated by this

Declaration and necessitated by a Unit Owner's failure to maintain such area when this Declaration imposes the obligation to maintain on such Unit Owner; or (.6) expenses incurred by the Association for any repair and replacement of the Common Elements or Association Property as a result of the negligence, neglect, or misuse by such Unit Owner, its Tenants or Guests or as a result of theft, vandalism, malicious mischief, or burglary to the Unit. To the extent that a Special Assessments benefits fewer than all of the Units or Unit Owners or benefits Limited Common Elements serving only certain Unit Owners, then the Special Assessment may be allocated to and assessed against only those Unit Owners and Units so benefited.

2.3 "Association" – Terrazzo Condominium Association, Inc., a Tennessee not for profit corporation, the sole entity responsible for the operation and administration of the Condominium.

2.4 "Association Property" – That property, real and personal, which is owned or leased by the Association for the use and benefit of the Owners.

2.5 "Board" or "Board of Directors" – The board of directors and the members of the board of directors, from time to time, of the Association. The term "Board" or "Board of Directors" as used herein shall have all of the functions and rights assigned to the "board of administrators" under the Act.

2.6 "Building" – The structure or structures on the Condominium Property in which the Units and the Common Elements are located, regardless of the number of such structures.

2.7 "Bylaws" – The Bylaws of the Association, as amended from time to time. A copy of the Bylaws is attached to this Declaration as Exhibit "D" and made a part hereof. For purposes of the Act, the provisions contained in this Declaration dealing with the administration or maintenance of the Association or Condominium Property (including reconstruction after casualty) or the collection or payment of Common Expenses shall be deemed to be part of the Bylaws.

2.8 "Charter" – The Charter of Incorporation of the Association filled with the Secretary of State of the State of Tennessee, as amended from time to time. A copy of the Charter is attached to this Declaration as Exhibit "E" and made a part hereof.

2.9 "Commercial Common Elements" – The Limited Common Elements that are reserved for the use of the one or more Commercial Units (but not all of the Units), including without limitation any of the following:

(a) "Commercial Common Elements (Shared)" which are those Commercial Common Elements which are reserved for use of all of the Commercial Units.

(b) "Commercial Common Elements (Exclusive)" which are those Commercial Common Elements reserved for the use of one or more Commercial Units to the exclusion of other Commercial Units.

(c) Any other portion of the Condominium Property designated as a Commercial Common Element in this Declaration.

2.10 "Commercial Signage License" – The meaning given such term in Section 3.17(a).

2.11 "Commercial Space" – Two (2) or more adjacent Commercial Units which are (.1) owned by the same Unit Owner or leased to the same Tenant, (.2) occupied and used as a single contiguous space and (.3) where each Commercial Unit in the Space has access to the other Commercial Unit(s) within the Space without leaving the Space.

2.12 "Commercial Unit" – A Unit to be used solely for a Permitted Commercial Use and not for residential use. The Commercial Units are identified as C101, C102 and C103.

2.13 "Common Elements" – The General Common Elements and Limited Common Elements.

2.14 "Common Expenses" – Any of the following types of expenses as the context so dictates incurred by the Association for the operation, maintenance, repair, replacement or protection of the Common Elements and the Association Property, the costs of carrying out the powers and duties of the Association and any other expense relating thereto for which the Unit Owners are liable pursuant to the Act or the Condominium Documents: General Common Expenses or Limited Common Expenses. Common Expenses shall not include any separate obligations of individual Unit Owners.

2.15 "Common Surplus" – Any of the types of common surplus defined below as the context dictates.

(a) "Commercial Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association from the Owners of Commercial Units over and above the amount of Commercial Common Expenses.

(b) "General Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association from the Unit Owners over and above the amount of General Common Expenses.

(c) "Office Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association from the Owners of Office Units over and above the amount of Office Common Expenses.

(d) "Residential Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association from the Owners of Residential Units over and above the amount of Residential Common Expenses.

2.16 "Condominium Documents" – This Declaration, the Charter, Bylaws of the Association, the Rules and Regulations, and other applicable provisions of any

agreement, document or instrument governing the Condominium or administered by the Association

2.17 "Condominium Parcel" – A Unit together with the undivided share in the Common Elements which is appurtenant to the Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.18 "Condominium Property" – The Land, all Improvements on the Land, and personal property that are subjected to condominium ownership under this Declaration, and all easements and rights appurtenant thereto intended for use in connection with the Condominium. The term "Condominium Property" as used herein shall include the meaning assigned to the term "property" in the Act.

2.19 "County" – Davidson County, Tennessee.

2.20 "Declaration" – This Master Deed and Declaration of Condominium for Terrazzo, a Condominium, and all exhibits attached hereto, as same may be amended from time to time. The term "Declaration" as used herein shall include the meaning assigned to the term "master deed" in the Act.

2.21 "Developer" – CJUF II Terrazzo, LLC, a Delaware limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. The term "Developer" as used herein shall include the meaning assigned to such term in the Act. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis.

2.22 "Eligible Mortgagee" means an Institutional First Mortgagee which owns, services, insures or guarantees a First Mortgage encumbering a Unit which has notified the Association in writing of its name and address and status as a holder, insurer or guarantor of a First Mortgage. Such notice will be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article 19.

2.23 "Exterior Signage Easement" – The meaning given such term in Section 3.17(d).

2.24 "Garage" - Those drives, decks, ramps, parking spaces, striping, sidewalks, curbs, bollards, drains and signage located on garage lower levels 1, 2 and 3, the first floor, mezzanine level and second floor of the Building as shown on the Plat, together with lighting, fire/life safety, mechanical, electrical and plumbing systems and their respective components, nesting gates and operating equipment and controls, access control systems serving the Garage, security and other systems and their components for the Garage.

2.25 "General Common Elements" – Those portions of the Common Elements designated for use by all of the Units. The General Common Elements includes:

(a) The portions of the Condominium Property which are not included within the Units or which are not Limited Common Elements. The General Common Elements shall not include those portions of the Common Elements designated as Limited Common Elements, including without limitation Commercial Common Elements, Office Common Elements or Residential Common Elements.

(b) Except for those portions of the Condominium Property which are expressly designated as Units or Limited Common Elements in this Declaration, the term "General Common Elements" as used herein shall include the meaning assigned to such term in the Act.

(c) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.

(d) An easement of support in every portion of a Unit which contributes to the support of the Building.

.. Any other parts of the Condominium Property designated as a General Common Element in this Declaration.

2.26 "General Common Expenses" – Those Common Expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the General Common Elements and the Association Property for which the Unit Owners are liable to the Association, and any other expense designated as a "General Common Expense" by the Act or the Condominium Documents. For purposes of this Declaration, "General Common Expenses" shall also include, without limitation: (a) all reserves for General Common Elements required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract; (c) if applicable, costs relating to insurance for directors and officers, in-house and/or interactive communications and surveillance systems; (d) the real property taxes, insurance and other maintenance expenses attributable to any Association Property; (e) any unpaid share of Common Expenses or Common Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (f) the Assessments, real property taxes, insurance and other maintenance expenses attributable to any Units acquired by the Association; (g) the costs of carrying out the powers and duties of the Association relating to the General Common Elements; (h) insurance premiums as described in Article 14; (i) legal and accounting fees, management fees and compensation and operating expenses of the Common Elements; and (j) any other expenses designated from time to time by the Board of Directors as General Common Expenses which are not inconsistent with the Act. Each Unit Owner's share of the General Common Expenses is stated as a percentage as set forth on Exhibit "C", which is based on the total square footage of each Unit in uniform relationship to the total square footage of all of the Units in the Condominium.

2.27 "Guest" – Any person who is physically present in or occupies a Unit on a temporary basis at the invitation of the Unit Owner without the payment of consideration.

2.28 "Improvements" – All structures, or any portion thereof, and artificial changes to the natural environment located on the Condominium Property, including but not limited to the Building.

2.29 "Institutional First Mortgagee" - Any federal or state commercial bank, federal or state savings bank, federal or state savings and loan association, federal or state trust company, life insurance company, casualty insurance company, agency of the United States government, mortgage banker, pension plan, REMIC trust, credit union, broker dealer, investment banking firm, commercial brokerage firm, real estate investment trust, or other financial institution or similar entity making loans in the United States and recognized as an institutional lender, the Developer or any affiliate, subsidiary, successor or assignee of the foregoing, owning, holding, serving as a trustee or servicer, insuring or guaranteeing a First Mortgage on a Unit or a collateral assignment of a First Mortgage on a Unit.

2.30 "Lease" – The grant by a Unit Owner of a temporary right of use of a Unit.

2.31 "Limited Common Elements" – Those Common Elements, the use of which is reserved to a certain Unit or Units to the exclusion of some or all other Units, as same are shown on the Plat or are specified in this Declaration. The term "Limited Common Elements" as used herein shall include the meaning assigned to such term in the Act. Reference in this Declaration to Limited Common Elements shall include Residential Common Elements, Commercial Common Elements, or Office Common Elements, as the context so dictates. Except as set forth on the Plat, in the event of any reasonable doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element, or whether any portion of the Limited Common Elements constitutes Residential Common Elements, Commercial Common Elements, or Office Common Elements, or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when so made; provided, however, this provision shall not affect Common Elements identified as such on the Plat.

2.32 "Limited Common Expenses" – Any of the following types of expenses as the context so dictates incurred by the Association for the operation, maintenance, repair, replacement or protection of Limited Common Elements.

(a) "Commercial Common Expenses" means those Common Expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Commercial Common Elements and for which the Commercial Unit Owners are liable to the Association and any other expense designated as a "Commercial Common Expense" by the Act or the Condominium Documents. Each Commercial Unit Owner's share of the Commercial Common Expenses is stated as a percentage as set forth on Exhibit "C-2", which is based on the total square footage of

each Commercial Unit in uniform relationship to the total square footage of all of the Commercial Units in the Condominium.

(b) "Office Common Expenses" means those Common Expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Office Common Elements and for which the Office Unit Owners are liable to the Association and any other expense designated as an "Office Common Expense" by the Act or the Condominium Documents. Each Office Unit Owner's share of the Office Common Expenses is stated as a percentage as set forth on Exhibit "C-3", which is based on the total square footage of each Office Unit in uniform relationship to the total square footage of all of the Office Units in the Condominium.

(c) "Residential Common Expenses" means those Common Expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Residential Common Elements and for which the Residential Unit Owners are liable to the Association and any other expense designated as a "Residential Common Expense" by the Act or the Condominium Documents. Residential Unit Owner's share of the Residential Common Expenses is stated as a percentage as set forth on Exhibit "C-1", which is based on the total square footage of each Residential Unit in uniform relationship to the total square footage of all of the Residential Units in the Condominium.

2.33 "Member" – Each Unit Owner who is a member of the Association.

2.34 "Mortgage" - Any mortgage, deed to secure debt, deed of trust, or other transfer, conveyance or encumbrance on a Unit for the purpose of securing the repayment of indebtedness or the performance of an obligation including, but not limited to a transfer of fee title for such purpose. "First Mortgage" means any recorded Mortgage with first priority over other Mortgages.

2.35 "Mortgagee" - Any holder of a Mortgage. "First Mortgagee" means any holder of a First Mortgage.

2.36 "Non-Residential Unit" – Any Commercial Unit or Office Unit.

2.37 "Non-Residential Space." – A Commercial Space or an Office Space.

2.38 "Occupant" – A person (be it a Unit Owner or a Tenant) who resides in a Residential Unit or utilizes a Non-Residential Unit. For a Residential Unit where the context dictates, an Occupant shall also be deemed to include the family members, Guests, employees, contractors, and invitees of the Unit Owner or Tenant. For a Non-Residential Unit where the context dictates, an Occupant shall also be deemed to include the Guests, employees, invitees, customers and contractors of the Unit Owner or Tenant.

2.39 "Office Common Elements" – Those Limited Common Elements that are reserved for the use of the one or more Office Units (but not all of the Units), including without limitation any of the following:

(a) "Office Common Elements (Shared)" which are those Office Common Elements which are reserved for use of all of the Office Units.

(b) "Office Common Elements (Exclusive)" which are those Office Common Elements reserved for the use of one or more Office Units to the exclusion of other Office Units.

(c) Any other portion of the Condominium Property designated as an Office Common Element in this Declaration.

2.40 "Office/Commercial Garage Area" – Those parking spaces, driveways and walkways located on a portion of the garage lower level 2, the garage lower level 1, the first floor, mezzanine level and second floor of the Building and designated as Office/Commercial Common Elements on the Plat.

2.41 "Office Signage License" – The meaning given such term in Section 3.17(b).

2.42 "Office Space" – Two (2) or more adjacent Office Units which are (.1) owned by the same Unit Owner or leased to the same Tenant, (.2) occupied and used as a single contiguous suite and (.3) where each Office Unit in the Space has access to the other Office Unit(s) within it without entering from the Office Common Elements corridor.

2.43 "Office Unit" – A Unit dedicated solely for office purposes and not permitted to be used for residential use. The Office Units are identified as O201, O202, O203, O204, O205, O206, O207, O301, O302, O303, O304, O305, O306, O307, O401, O402, O403, O404, O405, O406, and O407 on the Plat.

2.44 "Outdoor Dining Area" – The following areas as and when they are utilized for food or beverage service to the public by the Owner or Tenant of a Commercial Unit: (.1) the terrace areas designated as Commercial Common Elements (Exclusive) of Commercial Units C101 and C102 on the Plat, or (.2) any areas adjacent to the Condominium Property.

2.45 "Parking Control Period" -- The period which commences on the date of recordation of this Declaration and expires on the later of ten (10) years from the date of recordation of this Declaration or when the Developer no longer owns any Unit.

2.46 "Permitted Commercial Use" – A retail, commercial or office use permitted by applicable law (including applicable zoning and land use ordinances) and not prohibited by this Declaration.

2.47 "Plan of Termination" – A written instrument executed in the same manner as a deed by the requisite number of Unit Owners required by Section 21.2 and by the Termination Trustee and setting forth the information required by Section 21.3.

2.48 "Plat" – The survey of the Land, a graphic description of the Improvements located thereon, including floor plans and elevations for the Building, and a plot plan thereof, attached hereto as Exhibit "B," as it may be amended from time to

time. The Plat shall designate each Unit by number and indicate its boundaries, location and any other data necessary for its identification.

2.49 "Recreation Amenities" - The fitness center, club room and lounge, restrooms on the sixth floor of the Condominium Property adjacent to the fitness center, pool and pool deck, as they may be expanded, altered, added to, relocated, modified, reduced or eliminated from time to time..

2.50 "Recreation Amenities Easement" – The meaning given to such term in Section 22.1

2.51 "Residential Common Elements" – Those Limited Common Elements that are reserved for the use of the one or more Residential Units (but not all of the Units), including without limitation the following:

(a) "Residential Common Elements (Shared)" which are those Residential Common Elements which are reserved for use of all of the Residential Units.

(b) "Residential Common Elements (Exclusive)" which are those Residential Common Elements reserved for the use of one or more Residential Units to the exclusion of other Residential Units.

(c) Any other portion of the Condominium Property designated as a Residential Common Element in this Declaration.

2.52 "Residential Garage Area" – Those ramps, driveways located on the first floor and those parking spaces, ramps, driveways and walkways located on garage lower levels 2 and 3 of the Building and designated as Residential Common Elements on the Plat.

2.53 "Residential Unit" – A Unit dedicated solely for residential purposes. All Units other than the Non-Residential Units are Residential Units.

2.54 "Rules and Regulations" – The Rules and Regulations of the Association, as amended from time-to-time. A copy of the Rules and Regulations is attached to this Declaration as Exhibit "F".

2.55 "Storefront" - means those doors and windows located in the perimeter of a Commercial Unit on the street level of the Building which constitute Commercial Limited Common Elements appurtenant to the specific Commercial Unit which they abut. Each Storefront shall be used solely for the purpose of the Permitted Commercial Use within the Commercial Unit abutting such Storefront. Except as may otherwise be approved in writing by the Association and, during the period prior to the Developer's transfer of control of the Association, the Developer, each Commercial Unit Owner of a Commercial Unit with an appurtenant Storefront shall be responsible for using, operating and maintaining the Storefront at all times in accordance with the Rules and Regulations of the Association and the requirements of the City, as each are enacted and amended from time to time. Neon signage is prohibited on or within the Storefronts.

2.56 "Substantial Damage" – More than two-thirds of the replacement cost of the Insured Property, as defined in Section 14.2, is damaged by fire or any other casualty.

2.57 "Tenant" – The person or persons, entity or entities, who are the tenants or lessees under a Lease of any part or all of a Unit. Tenants shall not be Members of the Association, but shall, through the Unit Owner, be entitled to certain rights and undertake certain obligations with respect to the Unit. Such rights and obligations are appurtenant to the Tenant's Lease of a Unit.

2.58 "Termination Trustee" – The person appointed as such in the Plan of Termination. The Termination Trustee shall be the Association unless another person is appointed in the Plan of Termination.

2.59 "Unit" – A part of the Condominium Property which is subject to exclusive fee simple ownership. The term "Unit" as used herein shall include the meaning assigned to the term "apartment" in the Act. The term "Unit," where the context so requires or admits, is often used synonymously in this Declaration with "Condominium Parcel" when meaning the Unit and all appurtenances to the Unit.

2.60 "Unit Owner" – The record owner of legal title to a Condominium Parcel. The term "Unit Owner" as used herein shall include the meaning assigned to the term "co-owner" in the Act. A "Residential Unit Owner" is the Unit Owner of a Residential Unit; a "Commercial Unit Owner" is a Unit Owner of a Commercial Unit; an "Office Unit Owner" is a Unit Owner of an Office Unit; and a "Non-Residential Unit Owner" is the Unit Owner of a Non-Residential Unit.

2.61 "Voting Interest" - The number of votes allocated to a Unit pursuant to Section 5.2 of this Declaration.

3. DESCRIPTION OF CONDOMINIUM.

3.1 Identification of Units. The Condominium Property consists of the following: (i) the Land; (ii) the Building located on the Land which contains one hundred seventeen (117) Residential Units, twenty-one (21) Office Units and three (3) Commercial Units; and (iii) all other Improvements to the Land. Each Residential Unit is identified by a separate alpha-numerical designation beginning with the letter "R" followed by a three (3) or four (4) digit number indicating the floor on which the Unit is located, or in the case of a two-story Unit, the lower floor on which the Unit is located. All Residential Units are located on the fifth to the fifteenth floors of the Building. There is no thirteenth floor in the Building. Each Commercial Unit is identified by a separate alpha-numerical designation. All Commercial Units are located on the first floor and begin with the letter "C" followed by three (3) digits which refer to the location of the Commercial Unit on the first floor of the Building. Each Office Unit is identified by a separate alpha-numerical designation. All Office Units are located on the second, third and fourth floors of the Building and begin with the letter "O" followed by three (3) digits indicating the floor on which the Office Unit is located and its location on such floor. The designation of each Unit is set forth on the Plat. The Plat consist of a survey of the Land, a graphic description of the Improvements located thereon, including but not limited to the Building in which the Units are located,

and a plot plan thereof. The Plat, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. There shall pass with each Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided in this Declaration or the Act.

3.2 Unit Boundaries. Except as otherwise provided herein, each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the Unit. The boundaries of a Unit are as follows:

(a) Upper Boundaries. The upper boundary shall be the horizontal plane(s) formed by the lower interior surface(s) of the unfinished ceiling or roof deck ("ceiling") of the Unit's uppermost story, excluding (i) any ceiling over a Limited Common Element, and (ii) any drywall, sheetrock or gypsum board, studs, paint, coating, covering, finish, millwork or other item attached to or suspended from the ceiling. In a Unit in which the ceiling forms more than one horizontal plane, the upper boundary shall include the plane(s) formed by the unfinished vertical surface(s) that join the horizontal planes. The upper boundary of each Non-Residential Unit shall be subject to the easement for the benefit of the other Non-Residential Units, as described in Section 3.16(b)(ii).

(b) Lower Boundaries. The lower boundary shall be the horizontal plane of the upper interior surface of the unfinished floor slab of the Unit's first story, excluding (i) the floor slab of any Limited Common Element, and (ii) any carpeting, tile, slate, wood, parquet, marble, flooring, paint, coating, covering, finish, millwork or other item.

(c) Perimeter Boundaries. The perimetrical boundaries shall be the vertical planes formed by the unfinished interior surfaces of the walls that bound the Unit excluding (i) any wall, railing or other vertical structure on Limited Common Element, and (ii) any drywall, sheetrock or gypsum board, studs, paint, tile, wall paper, finishes, coatings, coverings, millwork or other item, all extended to intersections with other such boundaries (but no further) and with the upper and lower boundaries. Provided, however, whenever any two such perimetrical boundaries formed by separate walls on the same side of a Unit would pass each other (if not otherwise terminated) without intersecting, then, if they would pass each other within an intervening partition, the boundaries shall be extended only until they intersect with the vertical plane of the center line of the intervening partition and that plane shall be one of the Unit's perimetrical boundaries or, if the walls forming two such boundaries are separated by a door or window, then a plane connecting the boundaries formed by such walls at the point the walls end to accommodate the door or window (as the case may be) shall be a perimetrical boundary of the Unit. As used in this

Section 3.2(c) and (d) in Sections 7.1, 7.2 and 7.3, the term "interior surfaces" refers to surfaces which face the interior of the Unit in question, and the phrase "interior surfaces . . . of the walls that bound the Unit" encompasses the interior surfaces of windows, the interior surfaces of doors furnishing access to the Unit from outside the Unit, and any horizontal or vertical planes connecting such surfaces of windows or doors with other types of surfaces that perimetrically bound the Unit. Where the perimetrical boundary of a Non-Residential Unit is not defined by a vertical Common Element wall or where the Non-Residential Unit includes unenclosed space, the perimetrical boundary of the space shall be the vertical plane lying on the survey line defining the Unit perpendicular to the upper and lower boundaries as shown on the Plat, extended to their planar intersections with each other and with the upper and lower boundaries.

(d) Additional Perimetrical Boundaries in Units. In Units containing two stories, where a perimetrical boundary formed by a wall of the second story of a Unit is not located directly above the perimetrical boundary formed by a wall of the first story of that Unit, the Unit's boundaries include those horizontal planes described below necessary to connect the perimetrical boundary of the first story of a Unit to that of the second story. If the boundaries of the second story are located farther from the Unit's center than the boundaries of the floor immediately underneath the same, the Unit's boundaries shall include the horizontal plane formed by the upper surface of the unfinished floor slab of the second story connecting such perimetrical boundaries. If the boundaries of the second story are located closer to the Unit's center than the boundaries of the floor immediately underneath the same, the Unit's boundaries shall include the horizontal plane formed by the interior surface of the unfinished ceiling of the first story connecting such perimetrical boundaries.

(e) Apertures and Miscellaneous. Where there are apertures in any boundary, including, but not limited to, Storefronts, windows and doors, such boundaries shall be extended to include the interior surface(s) of such windows, doors and other fixtures located in such apertures, including the interior surfaces of glass or other transparent materials, frameworks, window or door casings, sliders, weather stripping, thresholds, and hardware thereof.

(f) Non-Residential Space Divider Walls. The wall separating a Non-Residential Space or Non-Residential Unit from another Non-Residential Space or Non-Residential Unit shall be referred to as a "divider wall." A divider wall shall not be removed or constructed by a Unit Owner, unless such removal or construction of the divider wall is at the sole cost and expense of the Unit Owner performing same and such Unit Owner satisfies all of the requirements of Article 9. A divider wall may be removed when a divider wall is no longer intended to serve to separate a Non-Residential Space or Unit from another Non-Residential Space or Unit. Likewise a divider wall may be constructed to separate a Non-Residential Space or Unit from another Non-Residential Space or Unit.

Divider walls shall be deemed Association Property. The repair and replacement of divider walls, other than routine maintenance, painting and decorating of the divider wall, shall be performed by the Association and the cost thereof shall be a Common Expense of the Condominium.

(g) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth in the Plat shall control in determining the boundaries of a Unit, except the provisions of Section 3.2 above shall control unless specifically reflected otherwise on such survey.

(h) Property Excluded from Units. A Unit shall not be deemed to include foundations, columns, girders, beams, supports, shear walls, interior load bearing walls, pillars, floors slabs, installations, facilities and equipment for water, sewer, power, gas, telecommunications, and other utility and service lines, pipes, conduits, ducts, vents and facilities which are utilized for, serve, or pass through the Common Elements or more than one Residential Unit, or more than one Non-Residential Space or more than one Commercial Unit or Office Unit which is not part of a Non-Residential Space.

3.3 General Common Elements. The use and enjoyment of the General Common Elements shall be in accordance with the terms and provisions of this Declaration, including, without limitation, the restrictions provided in this Article 3 and Article 17 of this Declaration, and the other Condominium Documents. The General Common Elements shall include the following areas, without limitation: (i) all foundations, columns, girders, beams, interior shear walls, load-bearing walls or exterior walls, floor slabs and any other structural elements of the Building and the roofing system of the Building, whether or not located within the boundaries of a Unit; (ii) the exterior walls of the Building (excluding drywall, sheetrock or gypsum board, studs, paint, wall coverings or finishes, or millwork within a Unit or Limited Common Element); (iii) all installations designed for common use, including, but not limited to, the transformer, generator, life safety systems, and fire or emergency stairways; (iv) the entry area, vestibule from 12th Avenue and Division Street, vestibule from the Garage, concierge desk, concierge office, concierge restroom, trash room, mechanical rooms, fire pump room, corridors, cooling towers, service elevator and equipment and facilities related thereto on the first floor; (v) mechanical rooms and telephone/IT rooms on the second, third and fourth floors; (vi) the pump room and elevator mechanical room on lower level 3 of the Garage; (vii) the service/freight elevator and elevator rooms, equipment and facilities related thereto; (viii) service/freight elevator lobby on the first floor; (ix) all driveways, sidewalks and accessways leading to the Building and located on the Condominium Property; (x) the Garage; (xi) on-site storm water drainage and retention system, including a cistern; and (xii) all exterior planters, landscaping, lawn and grass areas and irrigation systems but excluding any exterior planters, landscaping, lawn and grass areas or irrigation system installed by any Unit Owner or exclusively serving one Residential Unit or Non-Residential Unit or Space.

3.4 Limited Common Elements. The Limited Common Elements shall consist of the Residential Common Elements, Office Common Elements, Commercial Common

Elements, and such other areas as shall be designated as Limited Common Elements in this Declaration. A Unit's use and enjoyment of the applicable Limited Common Elements shall be in accordance with the terms and provisions of this Declaration, including, without limitation, the restrictions provided in this Article 3 and Article 17 of this Declaration, and the other Condominium Documents.

3.5 Commercial Common Elements – Shared or Exclusive. Each Commercial Unit shall have use of the following Limited Common Elements:

(a) Commercial Common Elements (Shared). The Commercial Units shall have the non-exclusive right to use as an appurtenance such portions of the Common Elements as are defined in this Declaration and/or shown on the Plat as Commercial Common Elements (Shared), including, but not limited to: (i) any portion(s) of the Common Elements, including, but not limited to, installations, facilities and equipment for water, sewer, power, gas, telecommunications, and other utility and service lines, pipes, conduits, ducts, vents and facilities which are utilized for furnishing utility and other services solely to the Commercial Units; and (ii) light and electrical fixtures outside of the Commercial Units or attached to the exterior walls of the Commercial Units and which solely serve the Commercial Units.

(b) Commercial Common Elements (Exclusive). A Commercial Unit shall have the exclusive right to use as an appurtenance to its Unit such portions of the Common Elements which are assigned to it or which are designated for the exclusive use of such Commercial Unit in this Declaration and/or on the Plat as Commercial Common Elements (Exclusive), including, but not limited to: (i) any exterior entry areas (and all improvements thereon) as to which direct and exclusive access is afforded to any particular Commercial Unit to the exclusion of other Commercial Units; (ii) any fixture, facilities or equipment serving one or more but not all Commercial Units exclusively, but located outside of the Commercial Unit (such as heating, ventilating and air conditioning equipment, ducts and facilities for a particular Commercial Unit or Commercial Space); (iii) all installations, facilities and equipment for water, sewer, power, gas, telecommunications, and other utility and service lines, pipes, conduits, ducts, vents and facilities which are utilized for furnishing utility and other services which serve one or more but not all Commercial Units; (iv) signage and any structures, electrical lines and other equipment and facilities necessary for the placement of a sign installed pursuant to a Commercial Signage License (as further described in and permitted pursuant to Section 3.17 of this Declaration); (v) Storefront(s), if any, which may be appurtenant to a particular Commercial Unit; (vi) any balcony, patio or terrace (and all improvements thereon) to which a Commercial Unit has direct and exclusive access to the exclusion of other Commercial Units and any structures, electrical, plumbing or mechanical lines and other equipment and facilities serving such balcony, patio or terrace; (vii) any grease trap serving a Commercial Unit; (viii) Outdoor Dining Areas, if any, which may be appurtenant to a Commercial Unit; (ix) signage and any structures, electrical lines and

other equipment and facilities necessary for the signage in an Exterior Signage Easement (as further described in and permitted pursuant to Section 3.17(d) of this Declaration); (x) the right to use parking space(s), driveway(s), and walkways in the Office/Commercial Garage Area of the Building pursuant to a written assignment by the Developer, the Association or other third party to an Owner of a particular Commercial Unit; or (xi) any right to use a storage space in the Building pursuant to a written assignment by the Developer, the Association or other third party to an Owner of a particular Commercial Unit.

(c) Expenses. Except as may be otherwise provided in this Declaration, all maintenance, repairs, replacements and reconstruction of, in or to any Commercial Common Elements appurtenant to the Commercial Units, whether structural or nonstructural, ordinary or extraordinary, shall be performed by the Association and all costs and expenses of such maintenance, repairs, replacements and reconstruction shall be paid by the Commercial Unit Owners as Commercial Common Expenses.

3.6 Office Common Elements – Shared or Exclusive. Each Office Unit shall have use of the following Limited Common Elements:

(a) Office Common Elements (Shared). The Office Units shall have the non-exclusive right to use as an appurtenance such portions of the Common Elements as are defined in this Declaration and/or shown on the Plat as Office Common Elements (Shared), including, but not limited to: (i) any portion(s) of the Common Elements, including, but not limited to, installations, facilities and equipment for water, sewer, power, gas, telecommunications, and other utility and service lines, pipes, conduits, ducts, vents and facilities which are utilized for furnishing utility and other services solely to the Office Units; (ii) all common hallways, corridors and elevator lobbies and trash rooms on the second through fourth floors; (iii) the office mail room and office elevator lobby on the first floor; (iv) the elevators serving the Office Units and elevator rooms, equipment and facilities related thereto; and (v) light and electrical fixtures outside of the Office Units or attached to the exterior walls of the Office Units and which solely serve the Office Units.

(b) Office Common Elements (Exclusive). An Office Unit shall have the exclusive right to use as an appurtenance such portions of the Common Elements which are assigned to it or which are designated for the exclusive use of such Office Unit in this Declaration and/or on the Plat as Office Common Elements (Exclusive), including, but not limited to: (i) any balcony, patio or terrace (and all improvements thereon) to which a particular Office Unit has direct and exclusive access to the exclusion of other Office Units and any structures, electrical, plumbing or mechanical lines and other equipment and facilities serving such balcony, patio or terrace; (ii) any fixture, facilities or equipment serving one or more but not all Office Units exclusively, but located outside of the Office Unit (such as heating, ventilating and air conditioning equipment, ducts and facilities for a particular Office Unit or Office Space); (iii) all installations, facilities and equipment for water, sewer, power, gas, telecommunications, and other

utility and service lines, pipes, conduits, ducts, vents and facilities which are utilized for furnishing utility and other services which serve one or more but not all Office Units; (iv) any signage and structures, electrical lines and other equipment and facilities necessary for the signage in an Exterior Signage Easement, if any; (v) any signage and other equipment and facilities necessary for the placement of a sign installed pursuant to an Office Signage License (as further described in and permitted pursuant to Section 3.17 of this Declaration); (vi) the right to use parking space(s), driveway(s), and walkway(s) in the Office/Commercial Garage Area of the Building pursuant to a written assignment by the Developer, the Association or other third party to an Owner of a particular Office Unit; or (vii) any right to use a storage space in the Building pursuant to a written assignment by the Developer, the Association or other third party to an Owner of a particular Office Unit.

(c) Expenses. Except as may be otherwise provided in this Declaration, all maintenance, repairs, replacements and reconstruction of, in or to Office Common Elements shall be performed as follows:

i. Any maintenance, repairs, replacements and reconstruction of, in or to Office Common Elements (Shared), whether structural or nonstructural, ordinary or extraordinary, shall be performed by the Association and all costs and expenses of such maintenance, repairs, replacements and reconstruction shall be paid by the Office Unit Owners as Office Common Expenses; and

ii. Any maintenance, repairs, replacements and reconstruction of, in or to an Office Common Element (Exclusive) shall be performed by the Owner of the Office Unit to which the Office Common Element (Exclusive) is appurtenant in accordance with the requirements of this Declaration and the Association and all costs and expenses of such maintenance, repairs, replacements and reconstruction shall be paid by such Office Unit Owner.

3.7 Residential Common Elements – Shared or Exclusive. Each Residential Unit shall have use of the following Limited Common Elements:

(a) Residential Common Elements (Shared). The Residential Units shall have the non-exclusive right to use as an appurtenance such portions of the Common Elements as are defined in this Declaration and/or shown on the Plat as Residential Common Elements (Shared), including, but not limited to: (i) any portion(s) of the Common Elements, including, but not limited to, installations, facilities and equipment for water, sewer, power, gas, telecommunications, and other utility and service lines, pipes, conduits, ducts, vents and facilities which are utilized for furnishing utility and other services solely to the Residential Units; (ii) all common hallways, corridors and elevator lobbies and trash rooms on the fifth through fifteenth floors; (iii) the residential mail room, residential lobby, residential elevator lobby on the first floor; (iv) the elevators serving the Residential Units and elevator rooms, equipment and facilities related thereto, (v) trash chute serving the Residential Units, and the trash rooms

on the fifth through fifteenth floors; (vi) the electrical rooms on the fifth through fifteenth floors; (vii) light and electrical fixtures outside of the Residential Units or attached to the exterior walls of the Residential Units and which solely serve the Residential Units; (viii) nesting gates and operating equipment and controls or access control systems serving the Residential Garage Area; (ix) all pool equipment wherever located and the pool equipment area on fifth floor; and (x) the fitness center, club room and lounge, restrooms on the sixth floor adjacent to the fitness center, pool and pool deck.

(b) Residential Common Elements (Exclusive). A Residential Unit shall have the exclusive right to use as an appurtenance those portions of the Common Elements which are assigned to it or which are designated for the exclusive use of such Residential Unit in this Declaration and/or on the Plat as Residential Common Elements (Exclusive), including, but not limited to: (i) any balcony, patio or terrace (and all improvements thereon) to which a particular Residential Unit has direct and exclusive access to the exclusion of other Residential Units and any structures, electrical, plumbing or mechanical lines and other equipment and facilities serving such balcony, patio or terrace; (ii) any fixture, facilities or equipment serving one or more but not all Residential Units exclusively, but located outside of the Residential Unit (such as heating, ventilating and air conditioning equipment, ducts and facilities for a particular Residential Unit); (iii) all installations, facilities and equipment for water, sewer, power, gas, telecommunications, and other utility and service lines, pipes, conduits, ducts, vents and facilities which are utilized for furnishing utility and other services which serve one or more but not all Residential Units; (iv) any right to use a parking space in the Residential Garage Area of the Building pursuant to a written assignment by the Developer, the Association or other third party to an Owner of a particular Residential Unit; or (v) any right to use a storage space on the fifth floor of the Building pursuant to a written assignment by the Developer, the Association or other third party to an Owner of a particular Residential Unit.

(c) Expenses. Except as may be otherwise provided in this Declaration, all maintenance, repairs, replacements and reconstruction of, in or to Residential Common Elements shall be performed as follows:

i. Any maintenance, repairs, replacements and reconstruction of, in or to Residential Common Elements (Shared), whether structural or nonstructural, ordinary or extraordinary, shall be performed by the Association and all costs and expenses of such maintenance, repairs, replacements and reconstruction shall be paid by the Residential Unit Owners as Residential Common Expenses; and

ii. Any maintenance, repairs, replacements and reconstruction of, in or to an Residential Common Element (Exclusive) shall be performed by the Owner of the Residential Unit to which the Residential Common Element (Exclusive) is appurtenant in accordance with the requirements of this Declaration and the

Association and all costs and expenses of such maintenance, repairs, replacements and reconstruction shall be paid by such Residential Unit Owner.

3.8 Parking Spaces. All parking spaces within the Condominium Property shall be subject to the provisions of this Declaration.

(a) Developer Rights. The Developer shall have the following rights with regard to the parking spaces:

i. During the Parking Control Period, the exclusive right to designate and assign all parking spaces in the Residential Garage Area as Limited Common Elements for the exclusive use by Unit Owners of specified Units. After the Parking Control Period, the remaining parking spaces in the Residential Garage Area, if any, may be assigned by the Association.

ii. During and after the Parking Control Period, the exclusive right to use all unassigned parking spaces in the Office/Commercial Garage Area and the exclusive right to use all parking spaces in the Office/Commercial Garage Area during the hours they are not assigned for the exclusive use of a Unit Owner.

(b) Minimum Parking Requirements. The minimum parking requirements for each Unit shall be as follows:

i. Each Residential Unit shall be obligated to have the exclusive use of not less than one (1) parking space in the Residential Garage Area; provided, however, that the Association shall be authorized to grant an exception to the foregoing requirement in the event that no Owner or Occupant of such Unit owns, leases, or uses any vehicle or brings any vehicle onto the Condominium Property

ii. Each Commercial Unit shall be obligated to have the use of not less than four (4) parking spaces in the Office/Commercial Garage Area per 1,000 square feet or portion thereof within the Commercial Unit; provided, however, that in the event Commercial Unit C102 is used as a bank, then the Commercial Unit shall be obligated to have use of not less than fifteen (15) parking spaces in the Office/Commercial Garage Area. Unless otherwise provided in the assignment of right to use such parking space or by written agreement between the Commercial Unit Owner and Developer, a Commercial Unit shall have exclusive use of such parking space only during the hours of 8:00 a.m. to 6:00 p.m. each day the Commercial Unit is open for business.

iii. Each Office Unit shall be obligated to have the use of not less than two and seven-tenths (2.7) parking spaces in the Office/Commercial Garage Area per 1,000 square feet or portion thereof within the Office Unit. Unless otherwise provided in the assignment of right to use such parking space or by written

agreement between the Office Unit Owner and Developer, an Office Unit shall have exclusive use of a parking space only during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays.

(c) Assignment of Parking Spaces. At the time a Unit Owner initially acquires title to a Unit from the Developer, the Unit Owner shall be obligated to obtain and the Developer shall assign at the closing the right to use the minimum number of parking spaces required for such Unit under Section 3.8(b) for such consideration as Developer may in its discretion require. The form of the Assignment of Right to Use a Parking Space in the Commercial/Office Garage Area by the Developer is attached hereto as Exhibit "H." The form of the Assignment of Right to Use a Parking Space in the Residential Garage Area by the Developer is attached hereto as Exhibit "H-1." After assignment, such parking space shall pass as a Limited Common Element (Exclusive) appurtenant to such Unit, except to the extent a transfer of such parking space is permitted under Sections 3.8(e) or 3.9 below. No Unit Owner shall have or acquire fee simple title to a parking space at any time except as part of the Unit Owner's undivided share in the Common Elements. To the extent available, the Developer shall have the right to assign the right to use parking space or spaces in excess of the minimum number of parking spaces to a Unit Owner. Upon payment by the Unit Owner of such price as Developer may in its discretion require, the Developer shall assign the right to use an additional space or spaces and once so assigned, said space or spaces shall become an Limited Common Element (Exclusive) appurtenant to such Unit, except to the extent a transfer of such parking space is permitted under Sections 3.8(e) or 3.9 below. All fees collected by the Developer for assigning the right to use parking spaces, if any, shall be retained by the Developer and shall not constitute income or revenue of the Association.

(d) Garage Expenses. The parking spaces shall be maintained by the Association. All expenses related to the operation, maintenance, insurance, repair and replacement of the parking spaces and Garage shall be treated as a General Common Expense. Provided, however, that any expenses related to the nesting gates, access control devices or other devices which limit or control access to the Residential Garage Area shall be Residential Common Expenses.

(e) Handicapped Spaces. For good cause, when required to accommodate an Authorized Handicapped User (on the terms set forth in Section 3.8(e)), or when compelled by the State, County or City of Nashville, the Association shall have the right and authority to reassign parking spaces from time to time upon written notice to the affected Unit Owners.

Applicable governmental law requires that a certain number of parking spaces within the Garage be "handicap parking spaces" available to "Authorized Handicapped Users" (as such term is subsequently defined). "Authorized Handicapped User" means a Unit Owner (or authorized Tenant or permanent user of a Unit) entitled by applicable law to use

handicap parking spaces. The Garage contains such handicap parking spaces. However, all parking spaces within the Garage (including handicap spaces) will ultimately be assigned to Unit Owners. Therefore, in order to assure that handicap parking spaces are available to Authorized Handicapped Users (to the extent not otherwise assigned to other Authorized Handicapped Users), the Developer (so long as it or any affiliate of the Developer holds a Unit for sale in the ordinary course of business) and thereafter the Association reserve the right to assign and re-assign handicap parking spaces to and from Unit Owners in the manner set forth below. Any Unit Owner who is not, or is no longer, an Authorized Handicapped User takes an assignment of a handicap parking space subject to such rights of the Developer, the Association and the Authorized Handicap Users.

If an Authorized Handicapped User does not have a handicap parking space assigned to him or her, such person may request that the Association (or the Developer in the case of a Unit Owner purchasing from the Developer) cause a handicap parking space to be assigned to him or her, to the extent that such handicap parking spaces are not already assigned to other Authorized Handicapped Users. If there is an unassigned handicap parking space(s), then the Developer or the Association, as the case may be, shall cause such unassigned handicap parking space (as designated by the Developer or the Association) to be assigned to the Authorized Handicapped User. If, at the time of such request, all handicap parking spaces are assigned to Authorized Handicapped Users, then the requesting Authorized Handicapped User shall be placed on a waiting list. If at the time of such a request all handicap parking spaces have been assigned, but one or more handicap parking spaces have been assigned to persons who are not then Authorized Handicapped Users (a "Non-Handicapped User"), then, (i) the Non-Handicapped User who was last assigned a handicap parking space shall, upon receipt of such request, assign his or her handicap parking space to such Authorized Handicapped User, and (ii) the Authorized Handicapped User shall assign his or her parking space to such Non-Handicapped User; provided, however, if such assignment is being made in connection with the purchase by a Authorized Handicapped User of a Unit from the Developer, the Developer shall cause a parking space to be assigned to such Non-Handicapped User to whom a parking space has already been assigned. In the event a person who was assigned a handicap parking space as an Authorized Handicap User subsequently dies, is no longer a Tenant or permanent user of a Unit, or due to any other change in circumstances, no longer qualifies, at the time of any request, as an Authorized Handicapped User, then such person shall be considered and treated as a Non-Handicapped User under the provisions of this Section 3.8(e). Each Non-Handicapped User, and each Authorized Handicapped User who subsequently no longer qualifies as an Authorized Handicapped User, by acceptance of an assignment of a handicap parking space, appoints and designates the President or Vice President of the Association, as such Unit Owner's agent and attorney-in-fact to execute any and all such documents or consents

necessary to transfer or exchange the handicap parking space pursuant to the provisions of this Section 3.8(e).

3.9 Use and Transfer of a Limited Common Element (Exclusive). The right to use each Limited Common Element (Exclusive) passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it; provided, however that a Unit Owner who has been assigned a parking space or has acquired a parking space from the Developer or another Unit Owner in excess of the minimum number of parking spaces required by Section 3.8 shall have the right to transfer or assign the excess space or spaces to another Unit Owner upon prior express written consent of the Association which shall not be unreasonably withheld, so long as such Unit shall have at all times the minimum number of parking spaces appurtenant to it as required by Section 3.8. A Unit Owner who has been assigned a storage space or has acquired a storage space from the Developer or another Unit Owner shall have the right to transfer or assign the storage space to another Unit Owner upon prior written express consent of the Association which shall not be unreasonably withheld. The right to use parking spaces or storage spaces designated as Residential Common Elements (Exclusive) may be exchanged between Residential Units or transferred to another Residential Unit.

3.10 Assignment of an Limited Common Element (Exclusive). Any Unit Owner desiring to convey, transfer or exchange the right to use a parking space or a storage space shall execute an assignment ("Space Assignment") identifying the assignor, assignee, the number of the parking space or storage space being conveyed, transferred or assigned and the Unit of the assignor and the Unit to which the parking space or storage space is being conveyed, transferred or assigned. All such Space Assignments shall be made by a non-recordable instrument in writing. The Association shall maintain a book or record for purposes of documenting the current assignee of each parking space and storage space ("LCE Record"). The Developer will cause the Association to record such Space Assignment in the LCE Record and the Unit Owner to which such use is assigned shall have the exclusive right to use thereof. No conveyance, assignment or transfer of title in any manner whatsoever to use of a parking space or storage space constituting Limited Common Elements (Exclusive) may be made or accomplished separately from the conveyance or passing of title to the Unit to which it is appurtenant, except that the same may be separately assigned to the Association and thereafter maintained as part of the Common Elements or assigned by the Unit Owner to another Unit Owner pursuant to a Space Assignment approved by the Association provided the restrictions set forth in Sections 3.8 and 3.9 are satisfied. Upon approval of said transfer by the Association, the Association shall record such transfer in the LCE Record. If the transfer of a parking space or storage space is not so approved by the Association, the right to use the parking space or storage space shall remain with the assignor Unit. The Association shall neither have the duty to provide an alternative parking space or storage space to the Unit Owner transferee nor shall it assume responsibility for denial of approval. Such Space Assignment shall be executed by the Developer alone, in the case of an initial assignment, and the majority of the Board of Directors or the President or Vice President of the Association in the case of a subsequent transfer. No Space Assignment or other instrument transferring a parking space or storage space shall be recorded in the

Register's Office for the County. Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages its Unit, together with the Limited Common Elements appurtenant thereto (whether or not ordinarily assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from a Unit unless released from the lien of such Mortgage.

3.11 Air Conditioning, Heating and Other Equipment. Notwithstanding the fact that heating, ventilating and air conditioning equipment or other equipment serving one or more but not all Units, may be Limited Common Elements, the Owner(s) of the Unit(s) served by such equipment shall be solely responsible for operating, maintaining, repairing and replacing such equipment and for all costs related thereto. The Association shall have the right to require that all such heating, ventilating and air conditioning equipment or other equipment be maintained by contractors approved by the Association and meeting such insurance, licensing and other requirements as the Board may reasonably require. In the event that physical changes in the Building result in additional Units being served by such equipment or, in the alternative, Units ceasing to be so served, then the equipment shall be a Limited Common Element appurtenant to the Units added and shall cease to be one to the Units deleted.

3.12 Plumbing, Electrical and Telecommunications Equipment for Units. The Unit Owner(s) served by the following Limited Common Element shall be solely responsible for operating, maintaining, repairing and replacing such lines and equipment and for all costs related thereto. In the event that physical changes in the Building result in additional Units being served by such equipment or, in the alternative, Units ceasing to be so served, then the equipment shall be a Limited Common Element appurtenant to the Units added and shall cease to be one to the Units deleted.

(a) The potable water lines and equipment which serve one or more but not all Units shall be a Limited Common Element of the Unit(s) so served. Such Limited Common Element shall begin at the boundary of the Unit served by such lines and equipment and shall extend to (i) the cutoff valve for a Residential Unit and (ii) the point where such lines and equipment connect with the main meter measuring potable water consumption for a Non-Residential Unit(s). The Association shall have the right to require the water and sewer service for any Units be separately metered or submetered and to surcharge any Unit used for any purpose which entails the consumption of water in excess of ordinary and customary residential, office or retail uses.

(b) The sewage collection lines and equipment which serve one or more but not all Units shall be a Limited Common Element of the Unit(s) so served. For Residential Units or Office Units, the Limited Common Element shall begin at the boundary of the Unit and shall extend to the point where such lines and equipment connect with a vertical waste line. For Commercial Units, the Limited Common Element shall begin at the boundary of the Unit and shall extend to the point where such lines and equipment connect with the sewer line serving all of the Units.

(c) The electrical lines and equipment which serve one or more but not all Units shall be a Limited Common Element of the Unit(s) so served. Such Limited Common Element shall begin at the boundary of the Unit served by such lines and equipment and shall extend to the point where such lines and equipment connect with the meter or sub-meter measuring electrical consumption for such Unit(s).

(d) The telephone and telecommunication lines and equipment which serve one or more but not all Units shall be a Limited Common Element of the Unit(s) so served. Such Limited Common Element shall begin at the boundary of the Unit served by such lines and equipment and shall extend to the network interface point in the Unit or in the telephone/CATV room serving the Unit.

3.13 Doors and Windows. Each door and window (including any Storefront) in a Common Element wall bounding a Unit shall be a Limited Common Element reserved for the exclusive use of that Unit.

(a) Cleaning; Maintenance.

i. The Association shall be responsible for periodic washing of the exterior of all glass windows and doors in the Common Elements as a Common Expense at such intervals as may be determined by the Board.

ii. For Residential Units and Office Units, the Association shall also be responsible for maintaining the exterior of the Unit entry doors; however, the Unit Owner shall be solely responsible for (.1) the day to day cleaning and care of the interior of the windows and Unit entry doors and the exterior and interior of all sliding and fixed glass doors in any Common Element wall bounding its Unit, and (.2) the maintenance of all frames, window or door casings, sliders, weather stripping, thresholds, and hardware thereon.

iii. For the Commercial Units, the Unit Owner shall be solely responsible for (.1) the day to day cleaning and care of the interior and exterior of windows (including any Storefronts) and the Unit entry doors; and (.2) the maintenance of all frames, window or door casings, sliders, weather stripping, thresholds, and hardware thereon.

(b) Repairs; Replacement. The Association shall be responsible for the repair and replacement of all doors and windows (including any Storefronts) in the Common Elements. The costs shall be allocated as follows:

i. Each Unit Owner shall be obligated to pay the Association (in advance if required by the Association) for costs incurred by the Association for any maintenance, repair or replacement of any doors and windows (including any Storefronts) in a Common Element wall bounding its Unit as a result of: (.1) wear and tear,

deterioration, or obsolescence; (.2) a Unit Owner's failure to maintain when this Declaration imposes the obligation to maintain such window or door on the Unit Owner; or (.3) negligence, neglect, or misuse by a Unit Owner, its Tenants or Guests or (.4) theft, vandalism, malicious mischief, or burglary to a Unit. The Association shall impose a Special Assessment against the Unit for all costs incurred, which Special Assessment shall be secured by a lien on the Unit.

ii. The Association shall pay the cost of the following as a General Common Expense: (.1) for the repair or replacement of any door or window in a Common Element wall bounding a Unit which is damaged by fire or other casualty; (.2) for replacement of any door or window in a Common Element wall bounding a Unit in the event the Association is replacing all or substantially all of such doors or windows in the Building; or (.3) for the cleaning, maintenance, repair and replacement of any door or window in the Common Elements which does not bound a Unit.

3.14 Outdoor Dining Areas. The terrace or patio adjacent to Commercial Units C101 and C102 identified on the Plat as Commercial Common Elements (Exclusive) may be used as Outdoor Dining Areas for the use and benefit of the Owner of the Commercial Unit immediately adjacent thereto and the Tenants of such Commercial Unit, subject, however, to the restrictions and provisions of this Section 3.14. Outdoor Dining Areas shall be used solely for the purpose of the consumption of food or beverages in connection with the operation of a restaurant, bar, gourmet market, wine bar, coffee bar, tea shop or other facility preparing, selling or serving food or beverages in the Commercial Unit to which the Commercial Common Elements (Exclusive) is appurtenant. The Owner or Tenant of the Commercial Unit may place tables, chairs, umbrellas and planters on or in the Outdoor Dining Area in connection with the operation of the food and beverage facilities in the Commercial Unit; provided, however, that no advertising, logos, trademarks or other commercial markings shall appear on any tables, table coverings, chairs, chair coverings, umbrellas, planters or awnings other than the name of the Owner, Tenant or trade name of the business operating in the Commercial Unit. The use of the Outdoor Dining Areas shall at all times comply with the provisions of this Section 3.14, all applicable governmental laws, zoning codes, ordinances and regulations, and such reasonable rules and regulations as may be imposed from time to time by the Board (but, only to the extent that such Association rules and regulations are approved by the Director representing the Commercial Units). Such tables, chairs, umbrellas, planters and awnings and other items shall be maintained in good condition, shall be located in an Outdoor Dining Area in such a manner as to allow a means of free flow of pedestrian passage through and across such Outdoor Dining Area and shall not obstruct, hinder or limit vehicular or pedestrian access, ingress and egress over, through and across the General Common Elements for Unit Owners, their respective Tenants, and those members of the general public using the Outdoor Dining Areas or other commercial facilities on the Condominium Property. To the extent that the Unit Owner or any Tenant of a Commercial Unit utilizes any sidewalks or other areas located on public property adjacent to the Outdoor Dining Area, then such Commercial Unit Owner or any

Tenant thereof shall be obligated to comply with all of the restrictions set forth in this Declaration relating to the Outdoor Dining Areas as to any of its facilities located on the adjacent public property.

3.15 Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one or more Units shall be deemed Limited Common Elements of the Units served. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes Limited Common Elements or in the event of any question as to which Units are served thereby, a decision shall be made by the Board of Directors and shall be binding and conclusive when so made.

3.16 Easements. The following easements are hereby created (in addition to any easements created under the Act):

(a) Support. Each Unit, the Building and the Improvements shall have an easement of support and of necessity over, under and upon, and shall be subject to an easement of support and necessity in favor of, all other Units, the Common Elements, and any other structure or improvement which abuts any Unit, the Building or the Improvements.

(b) Utility and Other Services; Drainage. (i) Easements are reserved under, through and over the Condominium Property as may be required from time to time for utilities, telecommunications and security systems, and other services and systems and for drainage in favor of the Association and/or entities providing such utilities, telecommunications and security systems, and other services and systems and drainage in order to serve the Condominium Property or the Unit Owners. Drainage systems on the Condominium Property, if any, shall be maintained continuously in good condition by the Association and easements are granted hereby over all Units in favor of all Owners and the Association with respect thereto.

(ii) In addition, a non-exclusive easement shall exist for pipes, wires, ducts, vents, cables, conduits and other facilities for utilities, telecommunications and security systems, and other services and systems and for drainage in, over and through that portion of each Non-Residential Unit ("Service Easement Area") as follows:

(1) In each Commercial Unit, the Service Easement Area is coincident with the upper boundary and above a plane parallel to and eighteen (18') feet above the lower boundary of the Commercial Unit.

(2) In each Office Unit, the Service Easement Area is coincident with the upper boundary and above a plane parallel to and nine (9') feet above the lower boundary of the Office Unit.

The Association shall have the right to grant additional easements through the Service Easement Areas without the consent of the Owner of the Non-Residential Unit burdened by such easement so long as the

easement does not materially adversely affect the Unit Owner's use and enjoyment of its Unit (other than the Service Easement Area).

(iii) A Unit Owner shall do nothing within or outside its Unit that interferes with or impairs, or may interfere with or impair, the provision of such utilities, telecommunications and security systems, other services and systems and drainage or the use of easements or the Service Easement Areas for the purposes set forth in this Declaration. The Board of Directors or its agent shall have a right of access to the Common Elements and each Unit to install, maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other facilities for utilities, telecommunications and security systems, and other services and systems and for drainage, and to remove any Improvements interfering with or impairing such facilities or easements; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency (which shall not require prior notice), entry shall be made on not less than one (1) day's notice (which notice shall not, however, be required if the Owner is absent when the giving of such notice is attempted).

(c) Encroachments. If (i) any portion of the Common Elements encroaches upon any Unit; (ii) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; (iii) any encroachment shall hereafter occur as a result of (1) construction of the Building and other Common Elements; (2) settling or shifting of the Building or other Common Elements; (3) any alteration, repair, replacement or improvement to the Common Elements made by or with the consent of the Association or the Developer, as appropriate, or (4) any repair, restoration or replacement of the Improvements to the Common Elements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements to the Condominium Property shall stand.

(d) Ingress and Egress. (i) The Developer, Association and each Unit Owner shall have a non-exclusive easement, and each Tenant, employee, agent, licensee or invitee of the Developer, Association or a Unit Owner shall have a license, for pedestrian traffic over, through and across sidewalks, paths, walkways, driveways, hallways, lobbies, corridors, elevators and other portions of the General Common Elements as may be from time to time intended and designated for such use and for vehicular and pedestrian traffic over, through and across such portions of the General Common Elements as may, from time to time be paved and intended for such purposes.

(ii) The Developer, Association and each Residential Unit Owner shall have a non-exclusive easement, and each Tenant, employee, agent, licensee or invitee of the Developer, Association or a Residential Unit Owner shall have a license, for pedestrian traffic over, through and across

those sidewalks, paths, walkways, driveways, hallways, lobbies, corridors, elevators and other portions of the Residential Common Elements as may be from time to time intended and designated for such use and required for access to and from the Residential Units and for vehicular and pedestrian traffic over, through and across such portions of the Residential Common Elements as may, from time to time be intended for such purposes.

(iii) The Developer, Association and each Office Unit Owner shall have a non-exclusive easement, and each Tenant, employee, agent, licensee or invitee of the Developer, Association or an Office Unit Owner shall have a license, for pedestrian traffic over, through and across those sidewalks, paths, walkways, driveways, hallways, lobbies, corridors, elevators and other portions of the Office Common Elements as may be from time to time intended and designated for such use and required for access to and from the Office Units and for vehicular and pedestrian traffic over, through and across such portions of the Office Common Elements as may, from time to time be intended for such purposes.

(iv) The Developer, Association and each Commercial Unit Owner shall have a non-exclusive easement, and each Tenant, employee, agent, licensee or invitee of the Developer, Association or a Commercial Unit Owner shall have a license, for pedestrian traffic over, through and across those sidewalks, paths, walkways, driveways, hallways, lobbies, corridors, elevators and other portions of the Commercial Common Elements as may be from time to time intended and designated for such use and required for access to and from the Commercial Units and for vehicular and pedestrian traffic over, through and across such portions of the Commercial Common Elements as may, from time to time be intended for such purposes.

(v) None of the easements in this Section 3.16(d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) shall automatically be subordinate to the rights of the Developer, Association and Unit Owners with respect to such easements.

(e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property, or any Improvements or Units located or to be located thereon, and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or for any other purpose, provided such activity does not prevent or unreasonably interfere with the Unit Owners' use or enjoyment of the Condominium Property or otherwise usurp the authority granted the Association herein in the opinion of the Developer.

(f) Sales and Leasing Activity. For as long as Developer owns any Unit, the Developer, its designees, successors and assigns, shall have the right to

use any such Units and parts of the Common Elements or Association Property as model units or offices for sales, leasing, resales, marketing, construction, administration, management or other purposes, to show the models and the Common Elements to prospective purchasers and tenants of Units, to erect on the Condominium Property and/or Association Property signs and other promotional material to advertise Units for sale or lease and for any other similar purpose the Developer deems appropriate in its opinion.

(g) Additional Easements. The Association, through its Board, on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association irrevocably as its attorney-in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific access, electric, water, sewer, drainage, gas or other utility, cable television, security systems, telecommunications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such utility or service easements or facilities in any portion of the Condominium Property or Association Property, to grant access easements or relocate any access easements in any portion of the Condominium Property or Association Property, and to grant such other easements as the Association (upon a majority vote of the Board) shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or for the general health, welfare or business opportunities of the Unit Owners or their tenants, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of easements will not prevent or unreasonably interfere with the reasonable use of the Units for their lawful purposes.

(h) Necessary Structures, Equipment Or Fixtures Serving a Unit. To the extent that any structure, equipment or fixture (i) benefits or supports any mechanical, electrical or plumbing structures, equipment or fixtures (including without limitation chandeliers, lighting fixtures, or fans), any signage, or any ceiling covering or finish, wall covering or finish, or flooring situated in a Unit (ii) but is located or must reasonably be located in the Common Elements above the upper horizontal boundary of such Unit, then such portions of the Common Elements shall be burdened with a non-exclusive easement for the installation, use, maintenance, repair and replacement of structures, equipment or fixtures. Such non-exclusive easement shall be in favor of the Unit so benefited. Unless otherwise provided in this Declaration, it shall be the obligation of the Owner of the benefited Unit to maintain, replace and repair such structures, equipment and fixtures. In such circumstance, the benefited Owner shall repair all damage to any Common Elements resulting from performance of any such work. Notwithstanding anything to the contrary herein, no concrete slab shall be penetrated or altered in any way without the approval of the Board and no existing chutes, flues, conduits, wires, pipes, chases or other apparatus shall be moved, altered, or their use impaired without the written consent of the Board.

(i) Equipment, Facilities of Non-Residential Units The Developer and each Non-Residential Unit Owner shall have a non-exclusive easement over, under, across and through the Common Elements for the purpose of permitting (i) the installation, maintenance, repair, replacement and reconstruction of utility lines, facilities and equipment as may be necessary for the operation of a Permitted Commercial Use in a Non-Residential Space, and (ii) the right and power to locate and install transformer equipment and related facilities, electrical junction boxes, specialized equipment, lines and facilities upon the Common Elements necessary for operating the Permitted Commercial Use; provided, however, that the Association must give it written approval of such actions prior to installation. Any and all actions taken by a Non-Residential Unit Owner pursuant to this paragraph shall be conducted in accordance with the Rules and Regulations of the Association and at the sole expense and cost of such Owner, and any and all such installations shall remain the personal property of the Non-Residential Unit Owner. Each Non-Residential Unit Owner shall be solely responsible for maintaining adequate and sufficient insurance coverage for such installations, and for the maintenance, operation, repair and replacement of such installations and for their removal when such installations are not longer in use. The Non-Residential Unit Owner shall indemnify and hold harmless the Association for all loss, cost, expense and damage resulting from the Non-Residential Unit Owner's exercise of its easement rights pursuant to this paragraph.

3.17 Signage for Non-Residential Units; Exterior Signage Easements.

(a) Commercial Signage License. Each Commercial Unit shall have a license to install, maintain, repair and replace the following signs advertising the business of the Developer or Owner or Tenant of a Commercial Unit ("Commercial Signage License").

i. one (1) sign in one Storefront appurtenant to the Commercial Unit, which sign shall not exceed five (5') feet in width by six (6') feet in height.

ii. a maximum of two (2) blade signs thirty (30") inches in width and eighteen (18") inches in height in such locations adjacent to the Commercial Unit as determined by the Association in its reasonable discretion.

To the extent the Developer assigns an Exterior Signage Easement to a Commercial Unit Owner, the Owner shall be entitled to one (1) sign in the location designated in its Exterior Signage Easement. A Commercial Signage License or Exterior Signage Easement held by the Owner of a Commercial Unit may be assigned by such Owner to the Tenant of its Commercial Unit.

(b) Office Signage License. Each Office Space shall have a license to display, maintain, repair and replace the following signs advertising

the business of the Developer or Owner or Tenant of an Office Space ("Office Signage License").

i. a sign identifying the Owner or Tenant of the Office Space on the wall of the corridor to the right or left of the main entry door to the Office Space.

ii. one entry identifying the Owner or Tenant of the Office Space on the directory located in the Office Lobby of the Building.

The Office Signage License is held by the Owner of an Office Unit and may be assigned by such Owner to the Tenant of its Office Unit.

(c) Signage Program. The location and dimensions of each sign placed pursuant to a Office Signage License, Commercial Signage License or Exterior Signage Easement shall conform to the signage program adopted by the Developer, so long as the Developer owns any Non-Residential Unit, and thereafter to the signage program of the Association, as same may be amended from time to time. All such signs shall be subject to approval by the Association and provided and installed by the Association in accordance with standards adopted by the Association at the Unit Owner's sole expense.

(d) Easement for Exterior Building Signage. The Developer expressly reserves exclusive easements on all exterior faces and sides of the Building in the locations and of the dimensions determined by the Developer (so long as the Developer owns any Non-Residential Unit and thereafter by the Association) for the purpose of installing, using, operating, maintaining, repairing and replacing those signs naming the Building and/or advertising the business of the Developer, Non-Residential Unit Owner, or the Tenant of a Non-Residential Unit ("Exterior Signage Easements"). The Exterior Signage Easements are assignable by Developer to a Non-Residential Unit Owner or the Tenant of a Non-Residential Unit. Except for authorized signage located in an Exterior Signage Easement, no other signage shall be permitted on the exterior of the Building.

(e) Obligations. Each holder of a Signage License or Exterior Signage Easement shall be obligated to maintain its sign in good condition consistent with a first class office building in the central business district of Nashville, and repair and restore any damage to the Building caused by the installation, maintenance, repair, removal or replacement of such sign. All costs and expenses relating to the sign shall be assessed against and borne by the person holding

such Signage License or Exterior Signage Easement at the time. Any sign installed by the Developer or any replacement thereof substantially similar in size and appearance need not have the approval of the Association; however, any new installation of a sign shall require approval of the Association, which approval shall not be unreasonably withheld. The sign size, design, quality, specifications and installation shall in all respects comply with all County and City building and zoning codes applicable thereto. All installation, repair and maintenance work shall be done by reputable licensed contractors under permits therefor, and shall be done in accordance with the requirements of Article 9 of this Declaration for Unit Owner additions, alterations or improvements.

3.18 Subdivision of Units.

(a) No Subdivision of Residential Unit. Notwithstanding anything to the contrary in this Declaration, the Developer shall have the right, without the vote or consent of the Board of Directors or Unit Owners, to subdivide, combine, or redesignate any Residential Units owned by the Developer. No other Residential Units may be divided or subdivided, unless the Owner thereof complies with the requirements of Sections 3.18(c) and 6.2.

(b) Subdivision of Non-Residential Units. The Owner of a Commercial Unit or Office Unit may amend this Declaration from time to time to subdivide, combine, or redesignate its Units.

(c) Amendment. The amendment to this Declaration must be recorded in the Register's Office of the County signed by the Unit Owner(s) of the Units to be subdivided, combined, or redesignated and joined in by the Mortgagee holding a Mortgage encumbering the Unit. The amendment must satisfy the following requirements: identify each subdivided, combined, or redesignated Unit with a distinct and separate name or numerical designation; identify the percentage share of each subdivided, combined, or redesignated Unit in the General Common Expenses, General Common Elements and applicable Limited Common Expenses; attach a survey and plot plan depicting the Building, location, boundaries and numbering of each subdivided, combined, or redesignated Unit; and allocate the Voting Interests of each subdivided, combined, or redesignated Unit. No amendment to create additional Units or to subdivide a Unit, except for an amendment by the Developer, shall be effective without the prior written consent of the Association, which may not be unreasonably withheld.

4. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS. A Unit's undivided share in the Common Elements and Common Surplus is appurtenant to a Unit. The right to use the Common Elements appurtenant to a Unit shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and General Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided

to the contrary, cannot be conveyed or encumbered except together with the Unit. No action for partition or division of the Common Elements, the Condominium Property, or any part thereof shall be permitted. Every person acquiring an interest in the Common Elements or Condominium Property shall be deemed to have waived any right seek partition or division.

5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.

5.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Elements and General Common Surplus, and the percentage share of the General Common Expenses, appurtenant to each Unit, is as set forth in Exhibit "C" attached hereto. Each Residential Unit's percentage share of the Residential Common Expenses and Residential Common Surplus is set forth in Exhibit "C-1" attached hereto. Each Commercial Unit's percentage share of the Commercial Common Expenses and Commercial Common Surplus is set forth in Exhibit "C-2" attached hereto. Each Office Unit's percentage share of the Office Common Expenses and Office Common Surplus is set forth in Exhibit "C-3" attached hereto.

5.2 Voting. Each Unit's Voting Interest shall be determined as follows: Each Residential Unit shall be entitled to cast one indivisible vote; each Non-Residential Unit shall be entitled to cast one vote for each 750 square feet of space in the Unit as indicated on Exhibit "C-2" or Exhibit "C-3" for such Non-Residential Unit with any fraction being rounded up. If a Unit Owner owns more than one Unit, the Voting Member for such Units shall be entitled to cast the number of votes for each Unit owned.

5.3 "Majority of Voting Interests." Unless otherwise provided in this Declaration, all references to a majority of the Voting Interests of the Unit Owners or a particular category of Unit Owners or such other specified percentage of the Voting Interests of the Unit Owners or a particular category of Unit Owners shall refer to the Voting Interests cast by those Unit Owners present in person or by proxy at a duly called meeting of the Association at which a quorum is present, and not to the number of Unit Owners, the total number of Units or to the total Voting Interests of all Unit Owners.

6. AMENDMENTS.

Except as elsewhere provided herein, amendments may be effected as follows:

6.1 By the Association. The subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by Unit Owners holding not less than thirty (30%) percent of the Voting Interests. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere herein provided, all amendments must be approved by the affirmative vote of Unit Owners holding not less than sixty percent (60%) of the Voting Interests present in person or by proxy at a duly

called meeting of the Association. Notwithstanding the foregoing, the Association shall be prohibited from adopting any amendment to this Declaration or the other Condominium Documents or imposing any Rules and Regulations which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities of (i) the Non-Residential Units, without the prior written consent of Unit Owners holding a majority of the Voting Interests of the Non-Residential Units in each instance; or (ii) the Developer without the prior written consent of the Developer in each instance.

6.2 Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof shall join in the execution of the amendment, and such amendment receives affirmative vote of Unit Owners holding not less than sixty-six percent (66%) of the Voting Interests present in person or by proxy at a duly called meeting of the Association. None of the following shall constitute a Material Amendment: the acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association, the redecoration or renovation of the Association Property or Common Elements, or the construction or removal of any divider wall between Commercial Units or the construction or removal of a Common Element wall between Residential Units owned by the same Unit Owner pursuant to Section 9.2; or the subdivision, combination, or redesignation of any Non-Residential Unit pursuant to Section 3.18; or the subdivision, combination, or redesignation of any Residential Unit by the Developer pursuant to Section 3.18.

6.3 Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units or make any materially adverse change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless a majority of the Eligible Mortgagees shall join in the amendment. Except as specifically provided herein, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of any amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld or delayed. Whenever the consent or approval of an Eligible Mortgagee or other mortgagee is required by the Condominium Documents, or any applicable statute or law to any action of the Association or to any other matter relating to the Condominium, the Association, the Board, or by the Condominium Documents, the Association shall request such consent or approval of such Eligible Mortgagee or other mortgagee by written request. Any Eligible Mortgagee or other mortgagee receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested in writing within sixty (60) days after the Eligible Mortgagee or other mortgagee receives such request. The response of the Eligible Mortgagee or other mortgagee must be sent by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the Association) and the response must be received by the Association. If such response is not timely received by the

Association, the Eligible Mortgagee or other mortgagee shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by a majority of the directors, the President or Secretary of the Association, which affidavit, where necessary, may be recorded in the Register's Office for the County. Such affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained.

6.4 By The Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, the Condominium Documents may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except for the following:

(a) an amendment to effect a Material Amendment, which must be approved, if at all, in the manner set forth in Section 6.2 above; or

(b) an amendment which the Act or applicable law requires be approved by a certain percentage of the Voting Interests.

No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the consent of the Developer in each instance.

6.5 Scrivener's Errors. Notwithstanding the foregoing, the following amendments may be made by the Developer alone during the time the Developer has the right to elect a majority of the Board of Directors of the Association and by the Board of Directors thereafter without the necessity of a vote of the Voting Members: amendments to correct any scrivener's errors or to make other nonmaterial changes; to comply with applicable federal, state or local laws; or to bring the Condominium into compliance with the applicable rules and regulations of the Federal National Mortgage Association ("FNMA"), Department of Housing and Urban Development ("HUD") and Veterans Administration ("VA").

6.6 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to this Declaration, shall be evidenced by a certificate of the Association, executed either by the President or Vice President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the executed of a deed. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the Register's Office for the County.

6.7 Contest of Amendment. Any legal proceeding to contest the validity of an amendment must be filed within one (1) year of the date the amendment is recorded in the Register's Office for the County.

7. **MAINTENANCE AND REPAIRS.** The responsibility for protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

7.1 Association Maintenance. The Association is responsible for the protection, maintenance, insurance, repair and replacement of all Common Elements and Association Property except for those Limited Common Elements or other portions of the Building which this Declaration requires the Unit Owner to maintain. The costs of maintaining the General Common Elements and the Association Property shall be a General Common Expenses. Except as otherwise provided in this Declaration, the cost of maintaining Limited Common Elements shall be borne by those Units entitled to the use and benefit of such Limited Common Elements and the costs of which shall be in proportion to each Units' percentage share of the Limited Common Expenses for such Limited Common Element. In the event any maintenance, repair and replacement of the Common Elements or Association Property arises from or is necessitated by the negligence, neglect or misuse of specific Unit Owners, their Tenants or Guests in the opinion of the Board, the cost and expense of such maintenance, repair and replacement shall be paid solely by such Unit Owners as a Special Assessment. The Association's maintenance responsibilities include, without limitation, the following:

(a) air conditioning condensation drain lines, up to the point where they enter each Residential Unit or Non-Residential Space, unless only one Residential Unit or Non-Residential Space is served by such condensation drain line;

(b) all installations, fixtures and equipment (i) located within one Residential Unit but serving another Residential Unit, or (ii) located within one Non-Residential Space but serving another Non-Residential Space or (iii) located outside the Unit and furnishing of utilities or services to more than one Residential Unit, Non-Residential Space or the Common Elements;

(c) any controlled access and intercom systems serving the Units;

(d) the exterior surface of the entrance door to each Residential Unit and Office Unit;

(e) all exterior Building walls, including painting, waterproofing, and caulking, and the Building roof;

(f) all portions of the Unit contributing to the support of the Building in which it is located, which portions shall include, but not be limited to, all exterior walls of the Building, support columns, shear walls, floor slabs, structural elements and load bearing portions of walls and partitions, excluding interior surfaces. The Association's responsibilities do not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the

Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost of such repair shall be a Common Expense, except the Association shall not be responsible for the damage to any alteration or addition to the Common Elements made by a Unit Owner or his predecessor in title or for damage to paint or other wall, ceiling or floor covering or finishes, paneling, flooring or carpet which, of necessity, must be cut or removed to gain access to work areas located behind them;

(g) the maintenance, cleaning, repair and replacement of the pool, pool equipment and pool deck;

(h) the maintenance, cleaning, repair and replacement of the Garage, including without limitation drives, decks, ramps, parking spaces, striping, sidewalks, curbs, bollards, drains and signage located in the Garage, together with lighting, fire/life safety, mechanical, electrical and plumbing systems and their respective components, nesting gates and operating equipment and controls, access control systems serving the Garage, security and other systems and their components for the Garage;

(i) snow and ice removal from all sidewalks, paths, walkways, driveways, hallways, lobbies, corridors, elevators and other portions of the General Common Elements as may be from time to time intended and designated for such use and for vehicular and pedestrian traffic and all recreational areas on the Common Elements; and

(j) the maintenance of all planters, landscape areas, trees, shrubbery, grass and landscaping, and all parking, pedestrian, recreational and open areas in the Common Elements.

7.2 Unit Owner Maintenance. Each Unit Owner is responsible, at such Unit Owner's own expense, for all maintenance, repairs, and replacements of the Unit Owner's Unit and those Limited Common Elements which are not to be maintained by the Association pursuant to this Declaration.

(a) Residential Unit Owner Maintenance. The Residential Unit Owner's responsibilities for maintenance include, without limitation, the maintenance, repair and replacement of: (i) the entire Residential Unit, including, without limitation, all maintenance, repair and replacement of screens, windows and window glass and sliding and fixed glass doors (except as otherwise provided in Section 3.13); (ii) all doors (except as otherwise provided in Section 3.13) within or affording access to the Residential Unit; (iii) all drywall, sheetrock or gypsum board, all studs, all non-load-bearing walls, partitions and room dividers; (iv) all built-in shelves, cabinets, counters, storage areas and closets; (v) all electrical, mechanical and plumbing lines, pipes, fixtures, equipment, switches, wires, valves, drains, conduits, ducts, electric lines, outlets (including connections) and other facilities for the furnishing of utility and other services serving exclusively the Residential Unit; (vi) the circuit breaker panel and all electrical wiring for the Residential Unit from the meter to the electrical panel in the Unit; (vii) appliances, water heaters, smoke

alarms and exhaust or vent fans; (viii) all air conditioning, and heating equipment, thermostats, ducts and installations serving the Residential Unit exclusively, except as otherwise provided in Section 3.11; (ix) carpeting and other floor coverings; (x) door and window hardware and locks; (xi) shower pans; (xii) the main water supply shut-off valve for the Residential Unit; (xiii) all furniture, furnishings and personal property contained within the respective Residential Unit; (xiv) other facilities or fixtures which are located or contained entirely within the Residential Unit and serve only the Residential Unit; (xv) all interior surfaces, including without limitation all paint, coatings, coverings, finishes, millwork or other item attached to or suspended from the ceiling, walls or floors; and (xvi) all other maintenance or repair of or replacements involving a Residential Unit as contemplated and authorized under this Declaration.

(b) Non-Residential Unit Owner Maintenance. The Non-Residential Unit Owner's responsibilities for maintenance include, without limitation: (i) the entire Non-Residential Space (and all Non-Residential Units therein), including, without limitation, all maintenance, repair and replacement of screens, windows, window glass and plate glass except as otherwise provided in Section 3.13); (ii) the main entrance doors to each Non-Residential Space except as otherwise provided in Section 3.13 and all other doors within or affording access to a Non-Residential Unit; (iii) all drywall, sheetrock or gypsum board, all studs, all non-load-bearing walls, partitions and room dividers; (iv) all built-in shelves, cabinets, counters, storage areas and closets; (v) all electrical, mechanical and plumbing lines, pipes, fixtures, equipment, switches, wires, valves, drains, pipes, conduits, ducts, electric lines, outlets (including connections) and other facilities for the furnishing of utility and other services serving exclusively a Non-Residential Space or any Non-Residential Unit therein; (vi) the circuit breaker panel and all electrical wiring going into a Non-Residential Space or any Non-Residential Unit therein from the meter to the panel; (vii) appliances, water heaters, smoke alarms and exhaust or vent fans; (viii) all air conditioning, and heating equipment, thermostats, ducts and installations serving a Non-Residential Space or any Non-Residential Unit therein exclusively, except as otherwise provided in Section 3.11; (ix) carpeting and other floor coverings; (x) door, window and Storefront hardware and locks; (xi) the main water supply shut-off valve for a Non-Residential Space or any Non-Residential Unit therein; (xii) all furniture, furnishings and personal property contained within a Non-Residential Space or any Non-Residential Unit therein; (xiii) other facilities or fixtures which are located or contained entirely within the Non-Residential Space and serve only the Non-Residential Space or any Non-Residential Unit therein; (xiv) all interior surfaces, including without limitation all paint, coatings, coverings, finishes, millwork or other item attached to or suspended from the ceiling, walls or floors; (xv) any signage, together with any structures, electrical lines and other equipment and facilities necessary for the placement of a sign pursuant to a Commercial Signage License assigned to a Non-Residential Unit (as further described in and permitted pursuant to Section 3.17 of this Declaration); (xvi) Storefront(s), if any, which may be adjacent to a particular Commercial Unit; (xvii) any grease trap serving a Commercial Unit; (xviii) any structures, electrical,

plumbing or mechanical lines and other equipment and facilities serving the Outdoor Dining Area appurtenant to a Commercial Unit; (xix) Outdoor Dining Areas, if any, which may be appurtenant to a Commercial Unit; (xx) any signage located in an Exterior Signage Easement together with any structures, electrical lines and other equipment and facilities necessary for the signage in an Exterior Signage Easement granted to a Non-Residential Unit (as further described in and permitted pursuant to Section 3.17(d) of this Declaration); and (xxi) all other maintenance or repair of or replacements involving a Non-Residential Space or any Non-Residential Unit therein as contemplated and authorized under this Declaration.

7.3 Other Unit Owner Responsibilities

(a) Balconies, Patios and Terraces. Where a Limited Common Element consists of a balcony, patio or terrace, the Unit Owner who has the right of exclusive use of the area shall be responsible for the day to day cleaning and care of the following: walls, floor, ceiling, railings, gates, and/or the interior surface of the glass barrier panels bounding said area, if any; the approved pavers, tiles or other hard-surface floor covering of the balconies, patios and terraces; all fixed glass and sliding glass doors providing access to the area; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association reserves the right, but not the obligation, to maintain (other than the day to day cleaning) the approved pavers, tiles or other hard-surface floor covering of the balconies, patios and terraces and charge such costs as Limited Common Expenses to the benefited Units. The Association shall be responsible for the maintenance, repair and replacement of the Building support columns and concrete slabs, structural elements, as well as the walls, railings, gates, and the exterior surface of the glass barrier panels bounding the balconies, patios and terraces as General Common Expenses. Although the Unit Owner shall be responsible for day to day cleaning and care of such Limited Common Element, all painting and maintenance of the exterior surfaces and structures of the Building and the balconies, patios and terraces shall be the responsibility of the Association and shall be a General Common Expense.

(b) Interior Decorating. Each Unit Owner is responsible for all decorating within its Unit, including interior surfaces, including without limitation all paint, coatings, coverings, finishes, millwork or other item attached to or suspended from the ceiling, walls or floors, window treatments, lamps and other light fixtures, and other furnishings and interior decorating.

(c) Flooring. The Association shall have the right to adopt Rules and Regulations to reduce the transmission of noise created by normal usage to adjoining Units and those on the floor above and below a Unit. The Rules may include measures prescribing the floor coverings for the Units. Initially, the floor surface of all Residential Units and Office Units must be covered either with (.1) wall-to-wall carpeting with not less than 80 oz. padding or (.2) hard surface flooring with sound absorbent underlayment

as hereinafter described. If any hard-surface floor covering (e.g. stained concrete, marble, slate, ceramic tile, wood or parquet) is installed in any Residential Unit or Office Unit, the Unit Owner must also install a sound absorbent underlayment with a minimum Impact Isolation Classification (IIC) rating of fifty (50) and a minimum Sound Transmission Classification (STC) rating of fifty (50), as determined by ASTM Standards E-90, E-413 and E492 and perimeter sound isolation material, or other acceptable material which shall be of sufficient quality or quantity so as to reduce the transmission of noise created by normal usage to adjoining Units and those on the floor beneath the Residential Unit or Office Unit, all installed in accordance with the Rules and Regulations as amended from time to time. Such flooring must be approved by the Board prior to the installation of same and a material specification sheet and laboratory sound test results must accompany all requests for installation approval. Sound control materials must meet the required testing levels as applied to buildings having an 8" post tension concrete slab system without acoustical ceiling system. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner.

EACH UNIT OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF HIS UNIT, HEREBY ACKNOWLEDGES AND AGREES THAT SOUND AND IMPACT NOISE TRANSMISSION IN A MID-RISE BUILDING SUCH AS THE CONDOMINIUM IS VERY DIFFICULT TO CONTROL, AND THAT NOISES FROM ADJOINING OR NEARBY UNITS AND OR MECHANICAL EQUIPMENT CAN AND WILL BE HEARD IN UNITS. THE DEVELOPER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE LEVEL OF SOUND OR IMPACT NOISE TRANSMISSION BETWEEN AND AMONG UNITS AND THE OTHER PORTIONS OF THE CONDOMINIUM PROPERTY, AND EACH UNIT OWNER HEREBY WAIVES AND EXPRESSLY RELEASES, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW AS OF THE DATE OF THIS DECLARATION, ANY SUCH WARRANTY AND CLAIM FOR LOSS OR DAMAGES RESULTING FROM SOUND OR IMPACT NOISE TRANSMISSION.

The structural integrity of balconies, patios and terraces constructed of steel reinforced concrete is adversely affected by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet, river rock and unglazed ceramic tile and its grout. For this reason no indoor-outdoor carpet or river rock may be used on balconies, patios or terraces and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. No tile or other hard surface floor covering shall be installed on any balcony, patios or terrace without the prior written approval of the Board of Directors as to the type and color of the proposed tile or other hard surface floor covering. Any flooring installed on the balconies, patios and terraces of a Unit shall be installed so as to insure proper drainage.

(d) Clothes Dryers. Only certain makes and models of clothes dryers can be used in Residential Units in the Building because of the distance between the location of the dryer duct box in the laundry facilities of a Residential Unit and the exhaust outdoor termination for such clothes dryer and the configuration of the duct run connecting them. Consequently, the local building code requires that any clothes dryer installed or used in the Building be designed to accommodate the long dryer duct runs and to meet or exceed certain performance standards. The Association shall adopt Rules and Regulations specifying the manufacturer, make and model of all dryers installed or used in a Residential Unit which satisfy the local building code requirements, as amended from time to time. No clothes dryer may be used in a Residential Unit which does not conform to the requirements set forth in the Rules and Regulations and local building code applicable when the dryer was installed in the Unit. In addition, a wall plaque must be posted and continuously remain in place by the dryer duct box in each Residential Unit stating the performance requirements for any clothes dryer installed or used in the Unit. A Residential Unit Owner shall be permitted to install and use only a clothes dryer which meets the specific performance criteria for dryer exhaust capacity for the equivalent duct run for the applicable Unit. Any Residential Unit Owner who wishes to install a clothes dryer of a make, model or manufacturer other than those set forth in the Rules and Regulations must obtain the prior written permission of the Association. The Association or its managing agent shall have the right to inspect each Residential Units to confirm that the clothes dryer and dryer duct box therein meet the required performance criteria and are in good working order and that the required wall plaque is properly posted.

(e) Window Coverings. The covering and appearance of the windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, which are visible from the exterior of the Unit, shall be subject to the Rules and Regulations of the Association.

7.4 Maintenance Contracts. If there shall become available to the Association maintenance or service contracts for items which are located within the Residential Units and otherwise the responsibility of the Residential Unit Owner, such as for the maintenance of water heaters, or appliances, or for maintenance of heating, air-conditioning and ventilation systems, for pest control or for any other services which may be the subject of a maintenance contract, which the Association determines is for the benefit of the Residential Unit Owners, then upon the approval of the Board, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings of the Association shall be a Residential Common Expense, allocated only among the Residential Unit Owners. If, on the other hand, the Board determines by that the program may be undertaken by the Association for the benefit of only those Residential Unit Owners who elect to be included in the program, then the costs of such contractual undertakings shall be borne exclusively by those Residential Unit Owners electing to be included in the program, but the Association may arrange for the collection of the contract costs from the individual Residential Unit Owners electing to be included therein, may execute the contractual undertaking involved

upon such terms and conditions as the Association deems proper and require from the Residential Unit Owners electing to be included, such written undertakings as the Association shall deem proper, to evidence said Residential Unit Owners' obligations to the Association for their proportionate share of the costs of such program.

All maintenance, repairs and replacements not covered by the maintenance contracts shall remain the responsibility of the Unit Owner and shall be performed by licensed maintenance company(ies) satisfactory to Association in the Association's sole discretion. If a Residential Unit Owner fails to take advantage of the services or maintenance provided by a maintenance or service contract, the Residential Unit Owner shall not be excused from paying his share of the cost thereof or from performing the required maintenance.

8. **ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION.** Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part of either, shall require capital additions, alterations or improvements (as distinguished from repairs, replacements, reconstruction or uninsured losses) costing in excess of Alterations Limit, as defined below, in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by Unit Owners holding not less than a majority of the Voting Interests present in person or by proxy at a duly called meeting at which a quorum is attained. The "Alterations Limit" shall be the greater of the sum of $500,000 as adjusted by the CPI, or 40% of the annual budget for the Association. Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either, costing in the aggregate less than the Alterations Limit in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as a Common Expense. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year.

It is the intent of this Article 8 that the Association shall have the authority to pay for the expenses identified in the foregoing paragraph through General Common Assessments, Assessments against those Units benefited or served by the Limited Common Elements to which such additions, alterations or improvements were made, Special Assessments payable on such terms as conditions as determined by the Board or loans to the Association, the debt service of which shall be assessed to the Owners through Assessments against the applicable Units entitled to use of (or benefiting from) the particular component of the applicable Common Elements.

9. **ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNER.**

9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, any Unit or any Limited Common Element without the prior written consent of the Board of Directors. Without limiting the generality of the

foregoing, no Unit Owner without having first obtained the prior written consent of the Board of Directors shall:

(a) change, modify or remove, in whole or in part, replace, reroute, or otherwise affect any wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for;

(b) change, modify or otherwise affect in any manner any mechanical, electrical, plumbing, telecommunication, or structural system or element of the Building or any exterior architectural feature or component of the Building;

(c) remove or change the style, pattern, material, texture or exterior color of any door, window, screen, fixture or equipment in the Common Elements or on an exterior of a Unit or Building wall;

(d) cover, from the inside or outside, the glass or other transparent or translucent material in any door or window in a Common Element wall with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color or material, any and all of which shall conform to Building standards from time to time promulgated by the Board of Directors;

(e) affix to or over any exterior door or window, or otherwise install on the exterior of any Unit or the Building, any awning or protective or decorative panel, paneling, trim, enclosure, fixture, or appliance;

(f) otherwise change, modify or alter the exterior of any Unit or Building, including the flooring of any balcony, patio or terrace, so that it thereby differs in appearance from any other Units of the same type; or

(g) screen or otherwise enclose any balcony, patio or terrace.

IN NO EVENT MAY THE LOWEST SURFACE OF THE CEILING SLAB OR THE HIGHEST SURFACE OF A FLOOR SLAB OF ANY UNIT BE CUT OR PENETRATED.

Developer shall not be required to obtain any of the consents referred to in this Article 9 before altering any Unit which it owns.

The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement to the Common Elements, the Association Property, any Unit or any Limited Common Element thereof within thirty (30) days after such request and receipt of all additional information requested, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may require, at its sole discretion, a structural engineer, architect, or other professional to review the proposed additions, alterations and improvements, with such review to be at the Owner's sole expense. The Board may condition the approval in any manner,

including, without limitation, those satisfaction of the requirements described in Section 9.4.

The proposed additions, alterations and improvements by the Unit Owner shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. Once approved by the Board of Directors, such approval may not be revoked so long as the conditions imposed by the Association are satisfied. A Unit Owner making or causing to be made any such additions, alterations or improvements shall be deemed to have agreed, for such Owner, and its heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any costs, claims, damages, expenses, or liabilities to the Condominium Property, Association Property and/or other Units and expenses arising from the additions, alterations and improvements, and shall be solely responsible for the operation, maintenance, repair, insurance and replacement thereof from and after that date of installation or construction thereof as may be required by the Association. The Association's rights to review and approve of plans and other submissions under this Declaration are intended solely for the benefit of the Association.

Neither the Developer, the Association nor any of their respective officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Unit Owner or any other person by reason of a mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Unit Owner, by acquiring title to same, agrees not to seek damages from the Developer or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements.

Notwithstanding anything to the contrary in this Declaration, none of the following shall require the prior approval of the Association: painting of the interior of any Unit or replacement of the carpet in a Unit (so long as it complies with the requirements of Section 7.3(c) and any Rules applicable to flooring in Unit.

9.2 Combining or Separating Units.

(a) Non-Residential Units. A Unit Owner who owns two or more Non-Residential Units separated by a divider wall may, at its own expense, combine the Non-Residential Units to form one Non-Residential Space by removing all or a part of that divider wall. Likewise a Unit Owner who owns two or more Non-Residential Units not separated by a divider wall may, at its own expense, separate the Non-Residential Units by constructing a divider wall; provided however, that the divider wall must be constructed on and align with the vertical plane which serves as the common boundary between the Non-Residential Units as shown on the

Plat. Prior to installing or removing any divider wall, the Unit Owner (other than the Developer) must comply with the requirements of this Article 9 and obtain written approval of the alteration from the Board of Directors and the approval of any Eligible Mortgagees holding mortgages on the affected Units. Before a Unit Owner can convey one or more (but not all) Non-Residential Units in a Non-Residential Space or before conveying Non-Residential Units in a Non-Residential Space to different parties, the Unit Owner shall be required to construct a divider wall between the Non-Residential Units. A Unit Owner may not construct a divider wall unless it provides evidence satisfactory to the Board that the divider wall will be constructed coincident with the vertical plane which serves as the common boundary between such Non-Residential Units.

(b) Residential Units. A Unit Owner who owns two or more adjacent Residential Units separated by a Common Element wall may, at his own expense, combine the Residential Units to form one dwelling by removing all or a part of that wall, but only if he first complies with the requirements of this Article 9 and obtains the written approval of the alteration from the Board of Directors and the approval of all Eligible Mortgagees holding mortgages on the Units. A Unit Owner who thus combines two Residential Units may at any time restore the Common Element wall in its original location and shall be required to do so before conveying one but not both of the Units or before conveying the Units to different parties.

(c) Board Approval. Anything herein to the contrary notwithstanding, the Board of Directors' approval of the construction or removal of a divider wall or Common Element wall(s) separating two or more Units owned by the same Unit Owner shall not be withheld unless the Unit Owner fails to demonstrate to the Board of Directors' reasonable satisfaction (.1) that the party selected to perform the work is capable of performing it satisfactorily, and (.2) that the proposed alteration would not in any material way (i) interfere with any other Unit Owner's use and enjoyment of his Unit, (ii) impair the Building's structural soundness, (iii) impair utility services to any Unit or the Building, or (iv) violate any applicable law or ordinance.

(d) No Affect on Voting or Percentage Ownership. The construction or removal of a divider wall or Common Element wall separating two Units shall not affect the Voting Interests and percentage ownership of the Common Elements appurtenant to each Unit and other rights and obligations hereunder, and each Unit remains as a separate legal Unit.

9.3 Conditional Alteration of Common Elements, Association Property. In the event that any Unit Owner proposes to make any addition, alteration or improvement, which would entail or require (a) any penetration of the Common Element roof or perimeter walls bounding a Unit, (b) any protrusion into, addition to, alteration of or improvement to the Common Elements (including the Limited Common Elements) or Association Property, or (c) any use of the Common Elements or Association Property other than as contemplated by this Declaration (collectively, "Conditional Use"), then any such Conditional Use shall be subject to approval by the Association, which approval shall not be unreasonably withheld if such

Conditional Use is necessary to comply with a governmental requirement which cannot be accommodated within the boundaries of the Unit. It is contemplated that the Association and Unit Owners will make reasonable accommodations to permit Non-Residential Unit Owners to create, close and or relocate entrances to their respective Units or Spaces in the Common Element wall of the Building. Each Unit Owner seeking a Conditional Use shall comply with all of the following requirements:

(a) Such Conditional Use is subject to the Board's prior written consent.

(b) The Board may require the Unit Owner requesting such Conditional Use to deliver and maintain during all times that such Conditional Use continues a bond or security deposit for the demolition and removal of all such uses, additions, alterations or improvements in connection with its Conditional Use and the restoration of the Common Elements or the Association Property to its condition prior to such use, addition, alteration or improvement in connection with the Unit Owner's Conditional Use.

(c) The Board may require the Unit Owner to pay an annual fee to the Association for Conditional Use based on the average rental of comparable space in the surrounding area and the square footage of the Common Elements or the Association Property used in connection with such Conditional Use.

(d) Each Unit Owner, its successors and assigns shall be solely responsible for the operation, maintenance, repair, replacement and insurance of all such uses, additions, alterations or improvements to the Common Elements, Association Property and its Unit in connection with such Conditional Use from and after the date of installation or construction thereof. Neither the Developer nor the Association shall have any liability or responsibility for any damage to the Common Elements, Association Property or Units caused by or related to such Conditional Use.

9.4 Restrictions on Contractors, Workers. The Board of Directors of the Association shall have the right to adopt restrictions and conditions regulating the terms on which construction, repairs, maintenance and replacement within the Condominium Property can be performed, including without limitation, the review and approval of plans, design, structural integrity, aesthetic appeal, construction details, lien protection, Association oversight, contractor's access, deliveries, and storage of materials and hours of construction and other matters relating to such work. The Association shall have the right to approve the contractor performing the work, to require that the work be performed only during certain specified hours or only on certain days so as to minimize the disruption and inconvenience to the other Unit Owners, and to require that the contractor fulfill such bonding and insurance requirements as the Board may reasonably require. Any contractor, worker or other person who does not comply with the Association's regulations and requirements regarding construction in and about the Condominium Property shall be denied access to the Condominium Property and shall not be permitted to perform further work at the Condominium Property. The Unit Owner shall further be responsible for any damage done to the Condominium Property by any contractor, worker or other person performing

work in the Unit and such damage shall be the subject of a Special Assessment against the Unit Owner by the Association.

9.5 Improvements, Additions or Alterations by Developer. Anything to the contrary notwithstanding, the foregoing restrictions in this Article 9 shall not apply to Developer-owned Units, work performed by the Developer on behalf of a Unit Owner or the Developer's reconfiguration, expansion, alteration or addition to any recreational facility, Common Elements and Association Property as set forth in Section 10.5, all of which may be performed without the consent or approval of the Board of Directors or other Unit Owners. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 9.5 shall be effected by the Developer alone pursuant to Section 6.4, without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Section 6.2 above. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

10. PROVISIONS PERTAINING TO THE DEVELOPER.

10.1 Construction, Development, Sales. In addition to all other rights granted or reserved to the Developer in the Condominium Documents, the Developer shall have the right to conduct on the Condominium Property, all operations necessary, in its sole discretion, to complete the construction and development of the improvements within the Condominium Property, to market, sell and lease the Units and to promote the Condominium. Regardless of any restriction or regulation, the Developer or its agents may enter upon the Condominium Property to operate and park any such vehicles and equipment as shall be necessary in the sole discretion of the Developer or its agents for such purposes. The Developer shall have the right to (.1) use any Unit or other portion of the Condominium Property as a model Unit, or for offices for sales, leasing, resales, management, administration, business, construction or other purposes in connection with the Developer's program to develop, sell or lease Units, and (.2) place signs, banners, balloons, flags and other promotional devices on the Common Elements designating the Developer's models or offices and advertising Units owned by the Developer for sale or lease. Such promotional devices may be placed in such locations and shall be of such size and character as the Developer may determine.

10.2 Dissolution or Merger of Developer. In the event of the Developer's merger or consolidation into any other entity which survives the Developer, all rights of the Developer under this Declaration or any other Condominium Document shall pass to and may be exercised by its successor or survivor.

10.3 Assignability of the Developer's Status. The rights, privileges, exemptions and immunities of the Developer under the Condominium Documents are freely assignable, in whole or in part. The Developer shall have the right to appoint and designate a successor by a written instrument identifying and designating such assignee executed in recordable form and, upon the recording of such instrument in the Register's Office for the County, the assignee shall succeed to those

rights, privileges, exemptions and immunities assigned by the Developer under this Declaration.

10.4 Changes in Developer-Owned Units and Common Elements by Developer. Without limiting the generality of the provisions of Section 9.5 above, and notwithstanding anything to the contrary in this Declaration, the Developer shall have the right, without the vote or consent of the Board of Directors or Unit Owners, to (i) expand, alter, add to, relocate, modify, reduce or substitute any recreational facilities (provided that such expansion, alteration, addition, relocation, modification, reduction or substitution does not materially adversely affect the market value or the current or ordinary use of Units owned by Unit Owners); (ii) make alterations, additions or improvements in, to and upon Units owned by the Developer and any Limited Common Elements appurtenant thereto, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (iii) change the layout or number of rooms in any Developer-owned Units; (iv) change the size of Developer-owned Units by combining separate Developer-owned Units into a single space (although being kept as two separate legal Units), (v) subdivide, combine, or redesignate any Developer-owned Units by changing the location of the boundaries between Developer-owned Units and creating additional legal Units; or (vi) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that except for the affected Developer-owned Units, neither the percentage interest in the Common Elements, nor the share of the Common Surplus and Common Expenses of any Units, nor the boundaries of the non-Developer owned Units shall be changed by reason thereof unless the Owners of such Units shall consent thereto. Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in making any of the foregoing changes. In making any such alterations, additions and improvements, the Developer may expand, alter, add to, relocate, modify, reduce or eliminate Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units into adjacent Common Elements, provided that such expansion, alteration, addition, relocation, modification, reduction or elimination does not materially adversely affect the market value or the current or ordinary use of Units owned by Unit Owners other than the Developer or discriminate against a Unit Owner. Any amendments to this Declaration required by changes of the Developer made pursuant to this Article 10, shall be effected by the Developer alone pursuant to Section 6.4, without the vote or consent of the Board of Directors or Unit Owners (or their mortgagees) required. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

10.5 Reservation to Grant Additional Easements. During the time the Developer controls the Association, the Developer reserves the right to grant such additional easements, and other instruments and restrictions as are required pursuant to applicable law or governmental authority or as Developer deems in its sole discretion to be reasonable, helpful or necessary in connection with the construction, sales, leasing, development, operation and management of any portion of the Condominium Property. Each Owner, by acceptance of a deed to a Unit and each Mortgagee, by acceptance of a lien upon any portion of the

Condominium Property, hereby authorize the Developer to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Condominium Property, or any portion thereof, in accordance with the provisions of this Declaration.

11. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.

11.1 Power and Duties. The Association shall be the entity responsible for the operation of the Condominium and the Association Property. The powers and duties of the Association shall include those set forth in the Bylaws and Charter. In addition, the Association shall have all the powers and duties set forth in the Act or other laws, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to each Unit from time to time during reasonable hours to administer, maintain, repair and replace the Common Elements and Association Property.

(b) To manage, control, operate, regulate, administer, insure maintain, repair, replace, reconstruct, add to and improve the Common Elements, Association Property, other property acquired or leased by the Association and any property owned by another, for which the Association, by Declaration, law rule, regulation, or contract has a right or duty to provide such services.

(c) To maintain accounting records according to accounting practices normally used by similar associations or as required by the Act.

(d) To make and collect Assessments and other charges against the Units and their Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.

(e) To purchase insurance for the Condominium Property and Association Property and insurance for the protection of the Association, its officers, Directors and Unit Owners.

(f) To adopt and amend, upon a majority vote of the Board, reasonable Rules and Regulations covering the details of the operation, use, maintenance, and conservation of the Common Elements and Association Property or relating to the health, comfort, safety and welfare of the Unit Owners and to flooring, noise transmission, and clothes dryers and other appliances.

(g) To enforce by legal means the provisions of the Act, the Declaration, this Charter, the Bylaws, and the rules and regulations for the use of the Condominium Property and Association Property.

(h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be affiliated with the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and operation, maintenance, improvement, repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its directors and officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation of the Condominium and the Association Property.

(j) To borrow money for any purpose, subject to any limitation in this Declaration, to execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in the Common Elements, Association Property or other assets of the Association, if any, provided that in the event the aggregate amount of principal indebtedness incurred by the Association in any calendar year exceeds the greater of $500,000, as adjusted by the CPI, or 40% of the Association's budget for the previous year and the Association encumbers the Common Elements, Association Property or other assets of the Association then such actions must be approved by Unit Owners holding a majority of the Voting Interests present in person or by proxy at a duly called meeting of the Association at which a quorum is attained. In such event, each Unit Owner may relieve his or her Unit of the lien encumbering his interest in the Common Elements by payment of the proportionate amount of the indebtedness attributable to his or her Unit. Upon the payment, the secured party shall release the lien of record encumbering such Unit's undivided interest in the Common Elements.

(k) To grant easements under, through and over the Condominium Property as may be required from time to time for utilities, telecommunications and security systems, and other services and systems and for drainage in favor of the Association and/or entities providing such utilities, telecommunications and security systems, and other services and systems and drainage in order to serve the Condominium Property and/or the members of the Association. To grant such easements, and other instruments and restrictions as are required pursuant to applicable law or governmental authority or as the Board deems in its sole discretion to be reasonable, helpful or necessary in connection with the maintenance, repair, replacement, operation, administration, or management of any portion of the Condominium Property.

(l) To execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title,

covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, appoints and designates the Board of Directors of the Association as such Owner's agent and attorney-in-fact to execute, any and all such documents or consents.

(m) The power to buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property without the consent of Unit Owners, including without limitation, the authority to obtain title to Units through foreclosure of its lien or deed in lieu of foreclosure. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

(n) All of the powers which a corporation not for profit in the State of Tennessee may exercise pursuant to by the Condominium Documents, the Tennessee Nonprofit Corporations Act, Sections 48-51-101 et seq., Tennessee Code Annotated, the Tennessee For-Profit Business Corporations Act, Section 48-11-101 et seq, Tennessee Code Annotated, and the Act, in all cases except as expressly limited or restricted in the Act.

11.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for costs, claims, damages, expenses, or liabilities (other than for the cost of maintenance and repair) caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any repairs, replacement, additions, alterations, improvements or other activities done by or on behalf of any Unit Owner(s) regardless of whether or not same shall have been approved by the Association pursuant to Article 9 hereof. Further, the Association shall not be liable to any Unit Owner, Tenant or other person or entity for any property damage, personal injury, death or other liability as a result of the Association's failure or inability to access a Unit in accordance with Section 11.1(a) above or on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at commercially reasonable costs or upon reasonable terms.

11.3 Restraint Upon Assignment of Shares in Assets. A Unit Owner's interest in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to its Unit.

11.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit at an Association meeting, unless the joinder of the record Owners is specifically required by this Declaration or by law.

11.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in the Condominium Documents or applicable law, all approvals (or actions required or permitted to be given or taken by the Association) shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve or authorize the action through the proper officers of the Association without a specific resolution. An approval or action of the Association may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

11.6 Effect on Developer. If the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken without the prior written approval of the Developer:

(a) Assessment of the Developer as a Unit Owner for capital additions, alterations or improvements (as distinguished from repairs, replacements, reconstruction or uninsured losses);

(b) Any action by the Association that would be detrimental to the sales or leasing of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

12. DETERMINATION OF COMMON EXPENSES AND FIXING ASSESSMENTS THEREFOR. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by each Unit Owner to meet the General Common Expenses and the applicable Limited Common Expenses and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the Bylaws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors and shall furnish copies of the budgets on which such Assessments are based to all Unit Owners and to their respective Eligible Mortgagees. The Board shall then adopt a budget for the General Common Expenses and Limited Common Expenses, as presented or as amended by them, by a majority vote. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time and need not be restricted or accumulated. Any budget adopted shall be subject to change, upon the approval of such change by the Board to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration and the Bylaws.

The General Common Expenses shall include the expenses of and reserves for the operation, maintenance, repair and replacement of the General Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, the Condominium Documents or by the Association. The Residential Common Expenses shall include the expenses of and reserves for the operation, maintenance, repair and replacement of the Residential Common Elements and Association Property used primarily by the

Residential Unit Owners, and any other expenses designated as Residential Common Expenses by the Act, the Condominium Documents or by the Association. The Commercial Common Expenses shall include the expenses of and reserves for the operation, maintenance, repair and replacement of the Commercial Common Elements and Association Property used primarily by the Commercial Unit Owners, and any other expenses designated as Commercial Common Expenses by the Act, the Condominium Documents or by the Association. The Office Common Expenses shall include the expenses of and reserves for the operation, maintenance, repair and replacement of the Office Common Elements and/or Association Property used primarily by the Office Unit Owners, and any other expenses designated as Office Common Expenses by the Act, the Condominium Documents or by the Association.

13. COLLECTION OF ASSESSMENTS.

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while it is the Unit Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for its share of the Common Expenses or otherwise up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments cannot be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit against which the Assessments are made or otherwise.

13.2 Special Assessment. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium, the Board may levy Special Assessments payable by Unit Owners in lump sums or installments, in the discretion of the Board. Except in the event of an emergency (i.e., a condition that is immediately threatening to the safety of persons or property), should the amount of the Special Assessments for capital additions, alterations or improvements (as distinguished from repairs, replacements, reconstruction or uninsured losses) to the General Common Elements or the Association Property in the aggregate in any year exceed the Alterations Limit, the Board must obtain approval of Unit Owners holding a majority of the Voting Interests represented at a meeting of the Association at which a quorum is attained. Any Special Assessment which exceeds the Alterations Limit for additions, alterations or improvements (as distinguished from repairs, replacements, reconstruction or uninsured losses) to Limited Common Elements and serves less than all of the Units must be approved by a majority of the Voting Interests of those Units subject to the Special Assessment present in person or by proxy at a meeting at which not less than 40% of those Units subject to the Special Assessment are represented. The Alterations Limit on any Special Assessments for General Common Elements shall be computed separately from the Alterations Limit on any Special Assessments for Limited Common Elements.

13.3 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at ten percent (10%) per annum or the highest rate allowed by applicable law from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of $25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each

Condominium Parcel for any unpaid Assessments on such Parcel, interest thereon and reasonable attorneys' fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien. Except as set forth below or prohibited by law, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be evidenced by the a claim of lien recorded in the Register's Office for the County, stating the description of the Condominium Parcel, the name of the record Owner, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred for collection of the unpaid Assessments, including without limitation, pre-suit collection efforts, lien foreclosure action or an action to recover a money judgment for unpaid Assessments and any appellate or bankruptcy proceedings.

As an additional right and remedy of the Association, upon a default in the payment of Assessments and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the Assessment installments for the twelve (12) months following the date the claim of lien is filed to be accelerated and immediately due and payable. In the event that the amount of such installments changes, the amount of the accelerated installments set forth in the claim of lien shall be deemed to increase or decrease as of the effective date of such increase or decrease.

13.4 Notice of Intention to Foreclose Lien. No foreclosure shall be completed unless the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments in accordance with the requirements of Tennessee Code Annotated §35-5-101 et seq. (as such statute may hereinafter be amended). The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the Association may proceed with the completion of the foreclosure action in accordance with the foregoing statutory requirements.

13.5 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit during the pendency of a foreclosure proceeding or after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is occupied, rented

or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.

13.6 Institutional First Mortgagee. An Institutional First Mortgagee who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure shall not be liable for the unpaid Assessments (or installments thereof) that became due prior to the Institutional First Mortgagee's receipt of the deed. An Institutional First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

13.7 Certificate of Unpaid Assessments. Within fifteen (15) days after written request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to its Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

13.8 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, at the option of the Association. Initially, Assessments will be collected monthly.

13.9 Application of Payments. Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued on the delinquent installment(s), then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection, then to the delinquent Assessments, and then to any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

13.10 Association Working Capital Fund. The Developer shall establish in the name of the Association a fund ("Association Working Capital Fund") for the purpose of having funds available for initial and non-recurring items, capital expenses, permit fees, licenses, utility deposits, advance premiums for insurance policies and coverages and other expenses for operation of the Association pursuant to this Declaration. Each time the Developer conveys a Unit to a purchaser, the Developer shall collect from the purchaser of the Unit an amount equal to two (2) months of the General Common Assessments and Limited Common Assessments assessed against the purchaser's Unit ("Working Capital Contribution"). Each Unit's Working Capital Contribution shall be collected at the time of closing of the sale of the Unit and transferred to the Association within ten (10) days thereafter. A Unit's Working Capital Contribution shall not be considered as advance payment of General Common Assessments and Limited Common Assessments. Notwithstanding the foregoing, the Developer shall have the right to use the Association Working Capital Fund to pay for Common Expenses prior to the time the Developer relinquishes control of the Association to Unit Owners other than the Developer unless prohibited by law. The Developer shall indemnify the Association for the amount of the Units' Working

Capital Contributions which the Developer is obligated to collect and transfer to the Association hereunder.

13.11 Developer Subsidy. Developer may, but shall not be obligated to, reduce the Assessments by payment of a subsidy, which may be in the form of a contribution, a loan, in-kind services or an advance against future Assessments due from the Developer, in Developer's sole and absolute discretion. Payment of such subsidy in any year shall not obligate the Developer to continue the subsidy in future years unless expressly provided in a written agreement with the Association.

14. INSURANCE. In order to adequately protect the Unit Owners, the Association, Common Elements and Association Property, insurance shall be carried and kept in force at all times in accordance with the following provisions:

14.1 Purchase, Custody and Payment of Association's Policies.

(a) Purchase. All insurance policies purchased by the Association shall be issued by insurance companies authorized to do business in Tennessee or by reputable surplus lines carriers offering policies for property in Tennessee.

(b) Named Insured. The named insured on all insurance policies purchased by the Association shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

(c) Custody of Policies and Payment of Proceeds. All policies and endorsements thereto shall be held by the Association, and all policies shall provide that payments for losses made by the insurer shall be paid to the Association.

(d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to any mortgagee who holds a mortgage encumbering a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(e) Personal Property and Liability. Except as specifically provided herein, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of any Unit, including, but not limited to, their personal property, and for their personal liability, living or occupancy expenses, loss of use, loss of rents, business interruption or for any other risks not otherwise insured in accordance herewith.

14.2 Coverage. The Association shall use commercially reasonable efforts to maintain insurance covering the following:

(a) Casualty. All portions of the Condominium Property located outside of the boundaries of the Units, all Common Elements, all Improvements located on the Association Property from time to time, and all fixtures, building service equipment, personal property and supplies constituting the Common Elements or Association Property (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof (subject to reasonable deductibles), excluding foundation and excavation costs. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude the following: all furniture, furnishings, Unit floor coverings, wall coverings and ceiling coverings; other personal property owned, supplied or installed by any Unit Owner or Tenant; all additions, alterations and improvements owned, supplied or installed by any Unit Owner or Tenant; and all fixtures, appliances, air conditioner and heating equipment, water heaters and built-in cabinets and countertops, and window treatments; and replacements of any of the foregoing. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard broad form or special form policy, and such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Liability. Commercial general liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than $2,000,000 (or such higher limits as may be reasonably required by the Board from time to time) for each accident or occurrence, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa. The Association may also obtain and maintain liability insurance for its directors, officers and employees.

(c) Worker's Compensation and other mandatory insurance, when applicable, to meet the requirements of law of the State of Tennessee.

(d) Flood Insurance covering loss or damage to the Common Elements and Association Property to flood if any of the Insured Property is located in Flood Zone A or V as defined by the Federal Emergency Management Agency (FEMA). The Association may obtain such insurance through any available governmental programs providing for such coverage.

(e) Fidelity Insurance or bonding covering all persons who control or disburse Association funds, which shall include, without limitation, those individuals

authorized to sign Association checks and the president, vice president(s), secretary and treasurer of the Association. Such fidelity insurance shall be in an amount not less than the greater of (i) the total amount of the reserves plus three (3) times the total monthly Assessments, (ii) the maximum amount of the funds that will be in the custody of the Association or its manager at any one time, or (iii) such higher amount as may be determined by the Board.

(f) Directors and Officers Liability Insurance. The Association shall obtain and maintain directors and officers liability insurance in an amount of not less than $1,000,000 (or such higher limits as may be reasonably required by the Board from time to time), utilizing the broad form of policy coverage for all directors and officers and, if reasonably available, committee members of the Association.

(g) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

(h) Optional Coverage. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that the insurance provided shall not be prejudiced by any act or omission of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association, when deemed appropriate by the Board, shall have the following endorsements: (i) an agreed value endorsement waiving any co-insurance penalty, (ii) inflation guard, (iii) an ordinance or law coverage endorsement covering increased costs resulting from changes in laws or codes, (iv) costs of demolition and removal of the damaged structure, and (v) steam boiler coverage, if applicable.

14.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds and all mortgagees of Units.

14.4 Annual Review and Allocation of Costs Among Units. The Board of Directors shall, at least once every year, conduct an insurance review to determine if the policy or policies in force are adequate to meet the needs of the Association and to satisfy the minimum requirements of this Article. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain

an appraisal or evaluation from the Association's insurance agent, insurance underwriter or other reputable appraiser or consultant of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Article. As to the other policies, such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent or insurance underwriter to verify that the other insurance policies in existence meet the needs of the Association and satisfy the minimum requirements of this Article. The casualty and liability insurance obtained by the Association may disproportionately benefit the different Units due the scope and nature of: (i) the uses of each of the Units; (ii) the differing nature of insurance risk associated with the use of each Unit; (iii) the size of each Unit; (iv) any additional insurance or coverages benefiting less than all of the Units; and (vi) any other factors which the agent or underwriter reasonably determines would affect the equitable allocation of the costs of the insurance policies. Therefore, the Association shall hire no less than annually an independent insurance expert familiar with allocating the costs of property and liability insurance in mixed-use communities to equitably allocate the cost of the casualty and liability insurance policies being obtained by the Association among the different Units based on the factors referenced above. The Board shall then disproportionately assess the cost of this insurance against the different Units in accordance with the recommendations of the independent insurance expert.

14.5 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any manager and its employees may be paid by such company pursuant to its contract with the Association. Premiums may be financed in such manner as the Board of Directors deems appropriate.

14.6 Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear. The Association shall have the duty to receive such proceeds as are paid and to hold them in trust for the purposes elsewhere stated herein, and for the benefit of the Owners and the holders of any mortgages encumbering the subject Unit(s).

14.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.8 Distribution of the Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in Article 15 entitled "Reconstruction or Repair After Casualty."

14.9 Unit Owners' Coverage.

(a) Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover (i) claims against an Owner due to death, personal injury or property damage occurring within his Unit or to other Units caused by the Unit Owner; or (ii) casualty loss or damage or theft to an Owner's Unit or additions, alterations or betterments thereto; or (iii) casualty loss or damage or theft to the contents of an Owner's Unit. Each Unit Owner shall carry and pay for insurance as to all such and other risks not covered by insurance carried by the Association. Any such policies of insurance purchased by a Unit Owner shall, where such provision is available, contain a clause providing that the insurer waives its right to subrogation as to any claim or claims against other Unit Owners, the Association, and their respective employees, agents, guests and invitees.

(b) Non-Residential Unit Liability Coverage Each Non-Residential Unit Owner shall obtain, and keep in full force and effect, Non-Residential general liability insurance on the Non-Residential Unit with respect to the Permitted Commercial Use and business operated in the Non-Residential Unit, in which the limits of public liability shall not be less than $1,000,000 (or such higher limits as may be reasonably required by the Board from time to time). Prior to the operation of a Permitted Commercial Use, each Non-Residential Unit shall deliver to the Association a certificate of insurance with a copy of such insurance policy attached. In the event of cancellation of any such policy, the Non-Residential Unit Owner shall provide to the Association a certificate of replacement coverage that complies with the provisions of this Section 14.9(b) prior to the effective date of such cancellation. All policies shall (i) be written with a company authorized to do business in Tennessee which holds a Best's rating of A or better or such other rating as may be approved by the Board of Directors in its reasonable discretion; (ii) name as additional insured the Developer, its directors, officers and such affiliates as the Developer shall require, the Association and its Board of Directors, Unit Owners and manager, and any mortgagees, employees, officers and other persons or parties as the Association may reasonably require from time to time; and (iii) provide that the policy cannot be cancelled or materially altered without a minimum of fifteen (15) days advance written notice to the Association. In no event shall the insurance coverage obtained and maintained by the Non-Residential Unit Owners be brought into contribution with insurance purchased by the Association, or any of its members. Each Non-Residential Unit Owner shall also use reasonable efforts to secure an insurance policy that will contain a waiver of subrogation by the insurer as to any claims against the Developer, the Association, and its directors, members, officers, employees, managers, mortgagees and agents with respect to losses payable under such policy.

14.10 Benefit of Mortgagees. Certain provisions in this Article 14 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagee.

15. RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY.

15.1 Report of Damage. If any part of the Insured Property is damaged, then the Board shall have the right to cause a report of the damage to be prepared by a construction consultant, architect, contractor or engineer qualified to practice in Tennessee. The report shall include the following information:

(a) Date and cause of damage.

(b) Schedule of damage to the Insured Property for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

(c) Schedule of damage to the Insured Property for which Unit Owners have the responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

The cost of restoration or repair of damage to the Insured Property shall be estimated by at least one (1) reputable general contractor licensed in Tennessee.

15.2 Determination to Reconstruct or Repair. Whether the Insured Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

(a) Lesser Damage. In the event the damage to the Insured Property does not constitute Substantial Damage, the damage to the Insured Property shall be reconstructed and repaired as provided herein. The Board of Directors shall arrange for the prompt repair and restoration of the Insured Property.

(b) Substantial Damage. In the event the damage to the Insured Property constitutes Substantial Damage, whether the damage to the Insured Property will be reconstructed and repaired shall be determined in the following manner:

i. The Association shall call a meeting of the Unit Owners on or before sixty (60) days following the later of the date such casualty or loss occurred or the date the amount of the insurance proceeds is determined. The Association shall deliver written notice of the meeting to all of the Unit Owners together with the following information: (1) the date and cause of damage; the extent of the damage; the estimated cost to reconstruct and repair; (2) the amount of insurance proceeds and the estimated amount of required to pay the excess of the cost of reconstruction and repair ("Excess Costs") over the amount of insurance proceeds; (3) if the Unit Owners vote to repair and reconstruct the Insured Property, which of the following methods the Board recommends in order to pay the Excess Costs and other costs of reconstruction and repair: Assessments for General Common Expenses and Limited Common Expenses or Special Assessments payable on such terms as conditions as determined by the Board or loans to the Association, the debt service of which shall be assessed to the Unit Owners as an Assessment for General Common Expenses

and Limited Common Expenses or Special Assessment; (4) if the Insured Property is not to be repaired and reconstructed, the estimated amount of the insurance proceeds available for distribution to Unit Owners after deducting the costs contemplated by Section 15.7(a) and (b) and the estimated amount of insurance proceeds allocated to each Unit pursuant to Section 15.7(c); and (5) whether the Board recommends that the damage to the Insured Property be reconstructed and repaired or that the Condominium be terminated.

ii. In the event that the Insured Property suffers Substantial Damage unless 100% of the Unit Owners resolve to proceed with the repair or restoration thereof, then the Insured Property will not be repaired and the Association shall proceed with preparing a Plan of Termination and submitting it for approval to the Unit Owners in accordance with the provisions of Article 21.

15.3 Prompt Repair. Whenever in this Section the words "prompt repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date (i) that the Board of Directors notifies Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or (ii) that the Board of Directors notifies Unit Owners that it holds proceeds of insurance on account of such damage or destruction together with Assessments (if necessary) and/or the right to receive loan proceeds sufficient to pay the estimated cost of such work; or (iii) the Association is unable to obtain the consents and joinders of the requisite Unit Owners and Eligible Mortgagees in order to adopt a Plan of Termination.

15.4 Assessments. The Association may impose Special Assessments against the Unit Owners in sufficient amounts to provide funds for the payment of the following costs: any required deductible; if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient. Such Special Assessments on account of damage to the Insured Property shall be in proportion to the Owners' respective shares in the General Common Elements and applicable Limited Common Elements so damaged. Notwithstanding this, if the Unit is damaged or if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to his Unit, if any.

15.5 Disbursement of Reconstruction Funds. The proceeds of insurance collected on account of a casualty, the Special Assessments collected from Unit Owners on account of such casualty and the right to receive loan proceeds designated for such purposes shall constitute a repair fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than $500,000, as adjusted by the CPI, then the repair fund shall be

disbursed in payment of such costs upon the order of the Board of Directors of the Association in the order of priority set forth in Section 15.6.

(b) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is $500,000, as adjusted by the CPI, or greater and the damage to the Insured Property is to be reconstructed and repaired, then the repair fund shall be disbursed in payment of such costs in the manner contemplated by Section 15.6(a), together with the approval of a construction consultant, architect, contractor or engineer licensed to practice in Tennessee and retained by the Association to supervise the work and disbursements ("Association's Representative"). Proceeds or other funds for the repair or restoration shall be disbursed in accordance with safeguards normally associated with construction loan disbursements and the approval of the Association's Representative prior to any disbursement (except if the amount of the casualty is less than $500,000).

15.6 Priority of Disbursement of Reconstruction Funds When Damage is to be Repaired. When the damage to the Insured Property is to be repaired or reconstructed, the insurance proceeds, the Special Assessments collected from Unit Owners on account of such casualty and the loan proceeds designated for such purposes shall be disbursed in payment of costs in the following priority:

(a) costs of the following: adjusting the loss; inspections, investigations and reports as to the damage; permit and inspection fees, architectural fees; fees of the Association's Representative; demolition, removal and disposal fees; securing and protecting the Insured Property; accounting fees and costs; and attorney's fees and costs. The Board shall have the right to treat some or all of the costs set forth in this Section 15.6(a) as General Common Expenses and pay such amounts from Association operating funds or from reserves without the necessity of a vote of the Unit Owners.

(b) costs of repair and reconstruction of damage to the Common Elements for which the Association has maintenance responsibility.

(c) costs of repair and reconstruction of damage to the Association Property for which the Association has maintenance responsibility.

(d) costs of repair and reconstruction of damage to other portions of the Insured Property for which the Association has maintenance responsibility.

(e) costs of repair and reconstruction of other Insured Property for which Unit Owners have maintenance responsibility.

In the event of a dispute or lack of certainty as to whether damage to the Insured Property constitutes damage to a Unit(s) or Common Elements, such damage shall be presumed to be damage to the Common Elements.

15.7 Priority of Disbursement of Reconstruction Funds When Damage is Not To Be Repaired. When the damage to the Insured Property will not be repaired or reconstructed and the Condominium is to be terminated, the insurance proceeds shall be disbursed in the following priority:

(a) costs of the following: adjusting the loss; inspections, investigations and reports as to the damage; permit and inspection fees, architectural fees; fees of the Association's Representative; demolition, removal and disposal fees; securing and protecting the Insured Property; accounting fees and costs; and attorney's fees and costs. The Board shall have the right to treat some or all of the costs set forth in this Section 15.7(a) as General Common Expenses and pay such amounts from Association operating funds or from reserves without the necessity of a vote of the Unit Owners.

(b) the costs set forth in Paragraphs 21.9(b)(i) - 21.9(b)(iv).

(c) In the event the Condominium is terminated as provided herein, the remaining insurance proceeds from such damage or destruction to the Insured Property shall be allocated as follows:

i. As to insurance proceeds held for damage to that portion of the Insured Property lying outside the boundaries of the Unit, the insurance proceeds shall be allocated among all of the Units in the proportion that the fair market value of each Unit bears to the total fair market value of all Units as determined in the manner provided for valuation of Units in Article 21 and disbursed by the Termination Trustee as provided in Article 21.

ii. As to insurance proceeds, if any, held for damage to that portion of the Insured Property lying within the boundaries of the Unit, among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association.

15.8 Excess Repair and Restoration Funds. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair of the Insured Property shall be from the proceeds of insurance policies held by the Association. In the event the Condominium is not terminated and there is a balance in a repair fund after payment of all costs relating to the reconstruction and repair for which the fund was established, such balance shall be distributed to the beneficial owners of the fund as follows:

(a) Amounts attributable to excess proceeds of insurance policies held by the Association shall be paid jointly to Unit Owners and their mortgagees in proportion to their undivided interests in the Common Elements.

(b) Amounts attributable to funds paid by an insurer under any insurance policy maintained by a Unit Owner or by a Unit Owner as Special Assessments which are not in excess of Special Assessments paid by or

on behalf of such Owner shall be paid to the Unit Owner and shall not be made payable jointly to any mortgagee.

15.9 Repair and Restoration Procedures. The plans and specifications for any repair or restoration to be performed under Article 15 shall be prepared by an architect licensed in Tennessee. The Association's Representative may also be retained to assist the Association in obtaining bids for the repair and restoration from responsible contractors. The contractor shall work under the administration of the Association's Representative and the Association.

15.10 Legal Variances. If, to perform any repair or restoration provided for in this Article 15, it shall be necessary to obtain a variance, special permit or exception to or change in zoning or other laws ("variance") in order to repair or restore the Building to its condition immediately prior to such damage, and if the Association believes it is possible to obtain the variance, and so notifies the Unit Owners in writing, then the Association shall apply for the variance and Unit Owners shall cooperate to obtain the variance. If architectural and/or legal services shall be necessary to obtain the variance, then the Association shall retain an architect and/or attorney to perform such services. The legal and architectural fees and all other costs and expenses of applying for and obtaining the variance shall be considered as part of the cost and expense of carrying out the repair and restoration. If a variance is sought in accordance with this Section, there shall be no obligation to commence any repair or restoration while such variance is being diligently sought.

In the event that any repair or restoration to be performed pursuant to Article 15 cannot be carried out in compliance with the law, and (1) the variance is not obtained pursuant to the immediately preceding paragraph within six (6) months of the date of the casualty or (2) the Board determines that the Association shall not apply for a variance, then necessary adjustments shall be made in the plans and specifications for such repair and restoration so that the Condominium Property, as repaired and restored, shall comply with law. Such necessary adjustments shall not be deemed to be material alterations of the Common Elements or modification to the appurtenances to the Units. However, no substantial reduction in the floor area contained within a Unit shall be made without the consent of the Unit Owner who shall be affected by such reduction. If the Unit Owner is unwilling to consent and if it is not feasible to make such adjustments without substantially reducing the floor area, then such repair and restoration shall not be performed pursuant to this Article 15 unless the Association compensates the Unit Owner for the reduction in the fair market value of the Unit as a result of the substantial reduction in the floor area of his Unit. The compensation paid by the Association shall be treated in the same manner as an award for the taking of a Unit as described in Section 16.4 and 16.5 and the Unit's percentage share of the Common Elements will be adjusted and the property damaged by the casualty will be made usable in the manner provided in Section 16.4 or 16.5, as applicable.

If, pursuant to the immediately preceding paragraph, repair and restoration is not to be performed and the damage constitutes Substantial Damage, then the Condominium shall be terminated as provided in Article 21. If, pursuant to the immediately preceding paragraph, the damage does not constitute Substantial

Damage, the Building shall be repaired and restored, to such extent, if any, as may be necessary to comply with all laws, rules, orders, ordinances, regulations and requirements of any government or municipality or any agency thereof having jurisdiction.

15.11 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are necessary to comply with applicable laws, rules, orders, ordinances, regulations and requirements of any governmental entity shall be evidenced by an amendment to this Declaration that is approved by, and executed at the direction of, a majority of all Directors of the Association and shall not require the approval, consent or joinder of the Unit Owners. Such an amendment shall not constitute a material alteration of the Common Elements or a Material Amendment.

15.12 Optional Property.

(a) Association. In the event the Association elects to carry insurance on portions of the Condominium Property (other than the Insured Property) lying within the boundaries of Units or on the contents of a Unit (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), then any insurance proceeds collected by reason of the optional insurance which the Association elects to carry shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association. In the event the Association has the duty to repair or reconstruct damage to any Optional Property, then the Association shall assess the Unit Owner Special Assessments in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

(b) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, the balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for its portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly affect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

15.13 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors. In the event that the Association holds insurance proceeds for damage to Optional Property, then the Association shall disburse such insurance proceeds to the applicable Unit Owners who shall be obligated to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association.

15.14 Payment of Claims to Delinquent Unit Owners. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's master casualty insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of Assessments owed to the Association, then the Association may retain and apply the proceeds to the delinquent Assessments. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Unit Owner.

15.15 Benefit of Mortgagees. Certain provisions in this Article 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. CONDEMNATION.

16.1 Deposit of Awards with Association. The taking of portions of the Condominium Property or Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, Special Assessments shall be assessed against a defaulting Unit Owner in the amount of its award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

16.2 Determination Whether to Continue Condominium. Whether the Condominium will continue after condemnation will be determined in the manner provided in Article 15 for determining whether damage to the Insured Property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

16.3 Disbursement of Funds. If any portion of the Common Elements is taken by eminent domain and the Condominium is not terminated after condemnation, the award therefore shall be allocated among the Units in proportion to each Unit's respective percentage interests in the Common Elements or deposited in the Association's operating account or reserve account to be applied to Common Expenses, at the option of the Board; provided, however, that the portion of the award attributable to the taking of any permanently assigned Limited Common

Elements shall be allocated to the Owner or Owners of the Unit or Units to which such Limited Common Element was so assigned at the time of taking. If any Limited Common Element is permanently assigned to more than one Unit at the time of taking, the portion of the award attributable to the taking thereof shall be allocated in proportionately equal shares to the Owners of the Units to which it was so assigned.

If the Condominium is terminated after condemnation, the proceeds of the awards will be deemed to be insurance proceeds and shall be owned in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty as provided in Articles 15 and 21 of this Declaration and shall be disbursed in the manner provided for disbursement of funds by the Termination Trustee as provided in Article 21. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, as to any Units partially or totally taken, the Units' percentage interest of the Common Elements will be adjusted and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Association after a casualty, or as specifically provided elsewhere in this Article 16.

16.4 Unit Reduced but Habitable. If the taking reduces the floor area of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged to and paid by the Owner of the Unit as Special Assessments.

(b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

(c) Adjustment of Shares in Common Elements. If the taking reduces the floor area of the Unit by more than thirty (30%) percent, the undivided interest in the General Common Elements, General Common Expenses and General Common Surplus appurtenant to the Unit shall be reduced by multiplying the undivided interests of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The undivided interests of all Unit Owners in the General Common Elements, General Common Expenses and General Common Surplus shall then be restated as follows:

i. add the total of all undivided interests of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

ii. divide each undivided interest for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted undivided interests in the General Common Elements, General Common Expenses and General Common Surplus for such Unit. So too shall a Unit's share of the Limited Common Elements, Limited Common Expenses and Limited Common Surplus appurtenant to the Unit be adjusted and restated by applying the above computations to those Units benefited by the applicable Limited Common Elements.

16.5 Unit Made Uninhabitable. If an entire Unit is taken or if the taking so reduces the floor area of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the purposes in the order stated and the following changes shall be made to the Condominium:

(a) Payment of Award. The awards shall be paid first to the First Mortgagee in amounts sufficient to pay off its mortgage; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of the Unit. In no event shall the total of the distributions for a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, and the Association may assess Assessments for the costs thereof.

(c) Adjustment of Shares. The undivided interests in the General Common Elements, General Common Expenses and General Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to redistribute the undivided interests in the General Common Elements, General Common Expenses and General Common Surplus among the reduced number of Units. This shall be effected by restating the undivided interests of continuing Unit Owners as follows:

i. add the total of all undivided interests of all Units of continuing Units prior to this adjustment, but after any adjustments made necessary by Section 16.4(c) hereof (the "Percentage Balance"); and

ii. divide the undivided interests of each Unit of a continuing Units prior to this adjustment, but after any adjustments made necessary by Section 16.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted undivided interest in the General Common Elements, General Common Expenses and General Common Surplus for such Unit. So too shall a Unit's share of the Limited Common Elements, Limited Common Expenses and Limited Common Surplus appurtenant to the Unit be adjusted and restated by applying the above computations to those Units benefited by the applicable Limited Common Elements.

(d) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments (including Special Assessments) against all of the Units that will continue as Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable undivided interests of those Units after all adjustments to such undivided interests by reason of the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Tennessee law. The cost of arbitration proceedings shall be assessed against all Units Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work exceeds the balance of the funds from the awards for the taking, and the Association may assess Assessments (including Special Assessments) for the cost thereof. In the event the Condominium is not terminated and there is a balance of the awards for the taking of Common Elements after payment of all costs for restoration of the Condominium, the balance of the award for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the undivided interest in which they own the Common Elements after all adjustments to the undivided interest by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

16.7 Amendment of Declaration. The changes in Units, the Common Elements, a Unit's share in the General Common Elements, General Common Expenses and General Common Surplus and in a Unit's share of the Limited Common

Elements, Limited Common Expenses and Limited Common Surplus effected by the taking shall be evidenced by an amendment to this Declaration approved by, and executed upon the direction of, a majority of all Directors of the Association and shall not require the approval, consent or joinder of the Unit Owners.

17. OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the Condominium Property shall be used and occupied in accordance with the following provisions:

17.1 Occupancy and Leasing Restrictions.

(a) Residential Units.

i. Residential Use Only. Use and occupancy of the Residential Units is restricted to residential use only. This use restriction shall not be construed in such a manner as to prohibit a Residential Unit Owner from maintaining his or her personal professional library, keeping his personal business or professional records or accounts or handling his or her personal, business or professional telephone calls, facsimile or correspondence in and from his or her Unit. Such uses are expressly declared customarily incident to the principal residential use. Notwithstanding the foregoing, the Developer, its successors and assigns, shall be permitted to use Residential Units which the Developer owns or leases as model apartments, as sales, leasing or other offices or management services.

ii. Leasing. The minimum leasing period for a Residential Unit is thirty (30) consecutive days and no Residential Unit may be leased more than three (3) times per calendar year, without the prior written consent of the Board which may be withheld in its sole discretion.

iii. Number of Occupants. The number of persons occupying a Unit cannot exceed two (2) persons per bedroom. The term "bedroom" shall not include living rooms, kitchens, dining rooms, dens, laundry rooms, bathrooms and similar rooms. The Board shall consider and grant variances from this restriction in order to comply with the provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

iv. Guests. Occupancy by Guests in the absence of the Residential Unit Owner is limited to two (2) times per calendar year for maximum periods of thirty (30) consecutive days.

(b) Non-Residential Units. All Non-Residential Units therein shall be used solely for a Permitted Commercial Use. No lease of any Non-Residential Units shall be for a period of less than twelve (12) consecutive months unless authorized in writing by the Developer, during the period the Developer controls the Association, and thereafter, by the Association.

Notwithstanding the foregoing, the Developer may lease any Non-Residential Units owned by the Developer for any period of time and from time to time, whether or not such Lease shall pertain to the period prior to or subsequent to the period the Developer controls the Association. The use of each Non-Residential Unit shall be further restricted as follows:

i. Each Non-Residential Unit shall be used for business or professional uses or such other use as is permitted by Metropolitan Nashville and Davidson County Code for the zoning classification of the Condominium Property. Notwithstanding the foregoing, no Non-Residential Unit may be used for any of the following uses ("Prohibited Uses"):

(1) A pin ball room, video arcade, amusement gallery or electronic game room;
(2) A so-called "head shop";
(3) A tattoo parlor;
(4) A flea market, which for the purposes hereof shall mean a market where the primary activity is the sale of used household goods, collectibles and curios by numerous vendors for less than market price under the same general scheme in the same room; provided, however, this restriction is not intended to prohibit traditional retail establishments, kiosks typically found in retail shopping centers within a traditional retail operation.
(5) A junk yard or similar operation involving outdoor storage of discarded or unsightly materials;
(6) A pawn broker or pawn shop;
(7) A bingo parlor;
(8) An adult entertainment establishment, adult bookstore, adult theater, exotic dancing establishment, escort service, adult movie theater, establishment whose primary business is selling or dispensing pornographic materials or medium or a massage parlor or similar establishment; provided, however, massages offered as part of the service of a spa or health club will not be prohibited.
(9) A plasma center;
(10) An alcohol or drug rehabilitation center;
(11) A social service agency; or
(12) A dry cleaner with on-site dry cleaning or laundry operations; provided, however, that a dry cleaner providing drop-off and pick-up only with all dry cleaning and laundry operations conducted off-site will not be a violation of this prohibition.

ii. Each Non-Residential Unit shall comply with all applicable laws and ordinances relating to signage, noise, noxious smells or hours of operation.

iii. Each Non-Residential Unit shall be used only for purposes which are consistent with and appropriate to the design of the Building

and for which adequate access, ventilation, electrical, plumbing, parking and similar and related facilities exist.

17.2 Commercial Unit Requirements. No Commercial Unit may be conveyed, transferred, leased or mortgaged unless the Commercial Unit satisfies the following conditions or is part of a Commercial Space which satisfies the following conditions:

(a) has restroom facilities which are in full compliance with all governmental requirements; and

(b) has at least two (2) entrances opening onto a Common Element sidewalk, walkway or corridor: at least one point of entrance shall be in the northern or western exterior Common Element wall of the Building or from vestibule #102. The second point of entrance can be in the northern or western exterior Common Element wall of the Building or from vestibule #102, or can be a service entrance opening into the Garage or corridor #117.

Nothing in this Declaration shall be deemed to prohibit the separation of a Commercial Unit from a Commercial Space, or the combination of two or more Commercial Units into a Commercial Space, the sale of a Commercial Unit located in a Commercial Space to the Unit Owner of an adjacent Commercial Unit, provided that (i) the same are effected in accordance with the terms, conditions and provisions of this Declaration; (ii) the Commercial Space from which a Commercial Unit is separated continues to satisfy all of the conditions for a Commercial Space set forth in this Section; and (iii) the Commercial Space to which a Commercial Unit is added continues to satisfy all of the conditions for a Commercial Space set forth in this Section.

17.3 Office Unit Requirements. Nothing in this Declaration shall be deemed to prohibit the separation of an Office Unit from an Office Space, or the combination of two or more Office Units into an Office Space, the sale of an Office Unit located in an Office Space to the Unit Owner of an adjacent Office Unit, provided that the same are effected in accordance with the terms, conditions and provisions of this Declaration.

17.4 Multiple Owners. Consistent with this Article 17, de facto time sharing of Residential Units shall not be permitted and approval, that is the sale or lease of a Residential Unit or an interest in a Residential Unit to multiple persons such as (e.g. siblings or business associates), who may intend that they and their families would split occupancy of the Residential Unit into different time periods during the year.

17.5 Lawful Use. All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair upon Condominium Property shall be the same as the responsibility for the repair and maintenance of the property as expressed in this Declaration.

17.6 Rules and Regulations. The Rules and Regulations may be amended from time to time by the Board of Directors. Copies of the regulations and amendments shall be furnished by the Association to all Unit Owners. No new or amended regulation may be enforced prior to distribution to the Unit Owners. Changes in the Rules and Regulations shall not be required to be recorded in the Register's Office for the County.

17.7 Pet Restrictions.

(a) Non-Residential Units. No animals or pets may be kept in any Non-Residential Unit or Common Elements or brought upon the Condominium Property by any Guest, Tenant, invitee, customer, employee or agent of any Non-Residential Unit Owner other than trained guide dogs for the blind or disabled.

(b) Residential Units. No animals or pets may be kept in any Residential Unit, in any Residential Common Elements or brought upon the Condominium Property by any Residential Unit Owner other than dogs, cats, fish and birds which are usually and commonly kept as household pets. The maintenance, keeping, boarding and/or raising of pot belly pigs, reptiles, rodents (i.e., mice, gerbils, hamsters) and any other animal, livestock, or poultry of any kind, regardless of number, is expressly prohibited. Household pets may be maintained in a Residential Unit provided that such pets are (i) permitted by applicable laws and regulations, (ii) controlled by the Owner at all times when on the Common Elements and Association Property, (iii) not left unattended on patios, balconies or terraces, (iv) quiet and inoffensive and generally not a nuisance to residents of other Units or of neighboring buildings; and (v) not being kept or raised for commercial purposes. No pets shall be maintained in any storage spaces. Pets shall be limited to two (2) household pets (dogs or cats or as otherwise specifically permitted by the Association) per Residential Unit provided that each pet does not exceed twenty-five (25) pounds in weight at maturity. In the event a household pet in any Residential Unit exceeds twenty-five (25) pounds in weight at maturity, then only one (1) such household pet is permitted. Notwithstanding the foregoing, no dogs of the "Pit Bull" breed shall be kept in or on the Condominium Property (including the Units). A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No rodents, reptiles, insects or wildlife shall be kept in or on the Condominium Property (including the Units). No Guest in any Residential Unit shall be permitted to keep any pet in or on the Condominium Property (including the Units) unless authorized in writing by the Developer or the Association. The Board of Directors of the Association shall have the right to grant exceptions to the foregoing restrictions; provided that (x) the exception must be in writing and be included in the Association's official records; (y) the exception shall apply for the

particular pet only and not to any replacement; and (z) the exception shall not abrogate the Association's right to require the pet to be permanently removed from the Condominium Property should it become a nuisance.

Neither the Developer, Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any Occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Without limiting the generality of Article 20 hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the Bylaws and any applicable Rules and Regulations) and/or to require any pet to be permanently removed from the Condominium Property.

17.8 Exclusive Use of Residential Common Elements. The Association may permit Residential Unit Owners to reserve for appropriate temporary periods of time for private functions or events those portions of the Residential Common Elements rationally appropriate and desirable for exclusive use, for example, but not by way of limitation, the pool, pool deck, and club room. The Association may charge a reasonable fee for such use and require a cleaning fee and damage deposit as determined by the Board.

17.9 Signage. No Unit Owner shall inscribe, affix, paint or display any sign, advertisement or notice upon the Common Elements, upon any interior space so as to be seen through the windows, or upon the windows of the Unit or elsewhere within the Building except (.1) the holder of a Commercial Signage License shall be entitled to signage permitted by Section 3.17(a), (.2) the holder of an Office Signage License shall be entitled to signage permitted by Section 3.17(b), and (.3) the holder of an Exterior Signage Easement shall be entitled to the signage permitted by Section 3.17(d). All signage shall conform to the requirements of this Declaration as to place, number, size, color and style and to applicable laws and ordinances. Except as expressly permitted in this Declaration, no sign of any kind shall be permitted to be placed on the exterior of the Building, on any fences on the Condominium Property, on the Common Elements, in dedicated areas, in entryways, or on or within any vehicles on the Condominium Property.

17.10 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit or in or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Condominium or in an increase in the rate of the insurance on all or any part of the Condominium over what the Association, but for such activity, would pay, without the prior written approval of the Association. Should any Permitted Commercial Use or other activity in any Non-Residential Unit result in an increase in the rate of insurance on the Building or the contents thereof, then any increased costs shall be borne solely by the Non-Residential Unit Owner(s) conducting any such Permitted Commercial Use or other activity. Nothing shall be done or kept in any Unit or in or on the Common Elements which would violate any statute, rule, ordinance, regulation, permit or other imposed requirement of any governmental body. No damage to or waste of the Common

Elements shall be committed by any Owner, Tenant or by any member of the Owner's or Tenant's family, or by any Guest, Occupant, invitee, customer, contractor, employee or agent of any Owner or Tenant. Each Owner and Tenant shall indemnify and hold the Association and the other Owners harmless against all claims, loss and costs (including attorneys fees and costs) resulting from any such damage or waste caused by such Owner, Tenant, the members of such Owner's or Tenant's family, or the guests, occupants, invitees, customers, contractors, tenants, employees or agents of any Owner or Tenant. Failure to so indemnify shall be a default by such Owner under this Section, and such amount to be indemnified shall automatically become a Special Assessment against such Owner's Unit.

17.11 Parking; Restrictions on Commercial Trucks, Trailers, Vans, Campers and Boats. The Association shall have the right to adopt Rules and Regulations governing parking and storage of vehicles in the Garage. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed or booted by the Association at the sole expense of the owner of such vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

The Association shall also have the right to impose and enforce restrictions on commercial trucks, trailers, campers, boats and personal watercraft (such as jet skis), particularly as to the parking or storage thereof; provided, however, that no commercial trucks, trailers, vans, campers, boats or personal watercraft shall be parked overnight or stored within the Common Elements if the Association prohibits such parking or storage by regulation or otherwise.

Each Unit Owner, Tenant, Guest and Occupant delegates to the Association the authority to tow or boot vehicles, commercial trucks, trailers, campers, boats and personal watercraft parked or stored in violation of the restrictions in this Declaration or in the Rules and Regulations now or hereafter adopted in accordance with applicable laws, ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction.

17.12 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Association (which may, but shall not be required to, provide solid waste removal services) for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17.13 Alterations. Without limiting the generality of Section 9.1 hereof, but subject to Article 10 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto, General Common

Elements or Association Property, including, but not limited to, installing any electrical wiring, television antenna, machinery, window film, or air conditioning equipment, which in any manner change the appearance of any portion of the Building, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof).

17.14 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property or Association Property. No person shall engage in any practice, exhibit any behavior, or permit any condition to exist that constitutes a nuisance or that will become an unreasonable source of annoyance or disturbance or that interferes with the peaceful possession or proper use of the Condominium Property by the Owners, Tenants, and Occupants.

17.15 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or Association Property or any part thereof, and all applicable zoning ordinances, laws, other ordinances, orders, rules, regulations or requirements of all governmental bodies having jurisdiction thereover shall be observed. Any violations of applicable zoning ordinances, laws, other ordinances, orders, rules, regulations or requirements relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of the Condominium Documents, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 17.15. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Section.

17.16 Exterior Improvements. Without limiting the generality of Sections 9.1 or 17.5 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment) without the prior written consent of the Association.

17.17 Association Access to Units. In order to facilitate access to Units by the Association for the purposes enumerated in Section 11.1(a) hereof, each Unit Owner shall be obligated to deliver a set of keys to its respective Unit to the Association to use in the performance of its functions. No Owner shall change the locks to its Unit without so notifying the Association and delivering to the Association a new set of keys to such Unit.

17.18 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions in this Article 17 for good cause shown.

17.19 Effect on Developer. Except for the Prohibited Uses, the restrictions and limitations set forth in this Article 17 shall not apply to the Developer nor to Units owned by the Developer.

18. SELLING, LEASING AND MORTGAGING OF UNITS. No Unit Owner other than the Developer may sell, give or otherwise transfer ownership of a Unit and no Unit Owner may lease a Unit except by complying with the following provisions:

18.1 Association Notice Required. Except for sales or leases by or to the Developer, no Unit Owner may sell, lease, give or otherwise transfer ownership of a Unit or any interest therein in any manner without the prior written notice to the Association. Not later than fifteen (15) days before the transfer of ownership occurs, or seven (7) days before the first day of occupancy under a Lease, the Unit Owner shall give the Association written notice of its intention to sell, lease or transfer its interest in any fashion. The notice shall include the name and address of the seller or landlord, the name and address of the purchaser or tenant, the nature of the transaction, the number of the Unit being sold, transferred or leased, and the parking space number(s) and storage space number (if applicable) being assigned or leased. Each new Unit Owner receiving a conveyance from any party except the Developer shall notify the Association promptly after becoming a new Owner by delivering a copy of the deed to the Unit to the Association.

18.2 Mortgage of Units. Notwithstanding the provisions of this Article, each Unit Owner shall have the right to mortgage its Unit without restriction.

19. ADDITIONAL RIGHTS OF ELIGIBLE MORTGAGEES AND OTHERS.

19.1 Availability of Association Documents. The Association shall have current copies of the following available for inspection by Eligible Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Charter; (c) the Bylaws; (d) the Rules and Regulations of the Association; and (e) the books, records and financial statements of the Association.

19.2 Notices. Any mortgagee, insurer or guarantor of a First Mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of:

(a) any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;

(b) any delinquency in the payment of the Assessments on a mortgaged Unit in excess of sixty (60) days;

(c) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which requires the consent of a specified number of mortgage holders.

19.3 Additional Rights. In addition to all other rights herein set forth, every Eligible Mortgagee shall have the right, upon written request to the Association identifying itself and the Units subject to a First Mortgage it holds or has insured or guaranteed, to:

(a) Examine, during normal business hours or other reasonable circumstances, the Association's books, records and financial statements, and current copies of the Condominium Documents;

(b) Receive notice of the Association's meetings and attend such meetings;

(c) Receive notice of an alleged default by any Owner whose Unit is subject to a First Mortgage it holds or has insured or guaranteed, if the default is not cured within sixty (60) days after notice of the default to the Owner;

(d) Receive notice of any condemnation or casualty loss which affects a substantial portion of the Common Elements;

(e) Receive a copy of, within reasonable time after it requests it, the financial statement of the Association for the immediately preceding fiscal year;

(f) Receive notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(g) Receive notice of any proposed action by the Association which would require hereunder the consent or constant approval of a specified percentage of Eligible Mortgagees;

(h) Pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Elements and receive immediate reimbursement from the Association; and

(i) Pay, singly or jointly, any overdue premiums on any casualty insurance policy covering Common Elements or obtain, singly or jointly, new casualty insurance coverage on Common Elements upon the lapse of a policy and, in either case, receive immediate reimbursement from the Association.

19.4 Rights of Eligible Mortgagees in Respect of Insurance Proceeds. No provision of this Declaration, the Charter, or By-Laws or any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give a Unit Owner priority over any rights of the Eligible Mortgagees pursuant to their mortgages in the case of distribution to Unit Owners of (A) (i) insurance proceeds from insurance policies purchased by the Unit Owner, or (ii) insurance proceeds from insurance policies purchased by the Association and such proceeds are distributed to the Unit Owner under circumstances which pursuant to Article 15 may be retained by the Unit Owner and not used toward repair of the Unit or the Condominium Property, or (B) condemnation awards for losses to or a taking of a Unit and such awards are distributed to the Unit Owner under circumstances which pursuant to Article 16 may be retained by the Unit Owner and not used toward repair of the Unit or the Condominium Property.

20. COMPLIANCE AND DEFAULT. The Association, each Unit Owner, Tenant, Occupant, Guest or other invitee of a Unit Owner shall be governed by and shall comply with the terms of this Declaration and all exhibits attached hereto, and the Rules and Regulations and applicable laws, as they may be amended from time to time. The provisions of the Condominium Documents shall be deemed incorporated into any Lease of a Unit whether or not expressly stated in such Lease. Each Unit Owner and Tenant shall be liable for the expense of any maintenance, repair or replacement made necessary by its negligence or by that of any of its Occupants, Guests, invitees, employees, agents or Tenants, to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association. In the event a Unit Owner, Tenant or Occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Condominium Documents, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association in the manner required, the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines, to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, provided, however, that nothing contained in this Article 20 shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure of a Unit Owner, Tenant, Occupant or the Association to comply with the requirements of the Act or the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

21. TERMINATION OF CONDOMINIUM.

21.1 Termination. The Condominium shall continue until the Condominium Property is withdrawn from the provisions of the Act pursuant to the terms of this Article by 100% of Unit Owners of record.

21.2 Approval of Termination. The termination of the Condominium must be evidenced by a Plan of Termination executed in the same manner as a deed by 100% of Unit Owners of record and by the Termination Trustee and consented to by the Eligible Mortgagees. A Unit Owner may evidence assent to the Plan of Termination by executing the Plan of Termination or a consent to or joinder in the plan in the manner of a deed. A Plan of Termination together with the consents or joinders of Unit Owners and, if required, consents or joinders by mortgagees must be recorded in the Register's Office for the County. The Plan of Termination is effective only upon recordation or such later date as is specified in the Plan of Termination.

21.3 Provisions in Plan of Termination. The Plan of Termination shall specify at a minimum the following matters:

(a) The name and address of the Termination Trustee and the powers of such trustee.

(b) A date after which the Plan of Termination will be void unless it is recorded before that date.

(c) The interest of the respective Unit Owners in the Association Property, General Common Surplus, Residential Common Surplus, Office Common Surplus, Commercial Common Surplus and other assets of the Association, which shall be the same as the respective interests of the Unit Owners in the Common Elements immediately before the termination.

(d) If applicable, the interest of the respective Unit Owners in any proceeds of sale or disposition of the Condominium Property. If, pursuant to the Plan of Termination, any Condominium Property or real property owned by the Association is to be sold following termination, the Plan of Termination shall provide for the sale and may set forth the minimum terms of the sale.

(e) If applicable, the interest of the respective Unit Owners in any insurance proceeds from the Insured Property or condemnation proceeds from the taking of Common Elements which are not used for repair or reconstruction. The Plan of Termination may apportion those proceeds pursuant to the method described in Section 21.4.

(f) The Plan of Termination may provide that each Unit Owner shall retain the exclusive right of possession to the portion of the real estate that formerly constituted his Unit, in which event the plan shall specify the conditions of possession.

(g) A Plan of Termination may provide that the termination is conditional, in which event the plan shall specify the conditions for termination. A conditional plan will not vest title in the Termination Trustee unless and until the recordation of both the Plan of Termination and a certificate executed by the Association with the formalities of a deed confirming that the conditions set forth in the conditional Plan of Termination have been satisfied or waived by the requisite percentage of the Unit Owners.

21.4 Allocation of Proceeds of Sale or Disposition of Condominium Property. The proceeds of sale or disposition of the Condominium Property shall be apportioned among the individual Units based on the fair market values of the Units immediately before the termination, as determined by one or more independent appraisers selected by the Association or Termination Trustee. The foregoing method of apportionment set forth in this Section 21.4 shall not be deemed to prohibit any other method of apportioning the proceeds of sale allocated to the Units agreed upon in the Plan of Termination. All liens which encumber a Unit shall be transferred to the proceeds of sale of the Condominium Property attributable to such Unit in their same priority. The proceeds of any sale or disposition of the Condominium Property pursuant to a Plan of Termination shall not be deemed to be Common Surplus or Association Property.

21.5 Termination Trustee. The Termination Trustee shall be the Association unless another person is appointed in the Plan of Termination. In the event that the Association is unable, unwilling or fails to act as the Termination Trustee, any Unit Owner may petition the court to appoint a Termination Trustee.

21.6 Title Vested in Termination Trustee. Upon recordation of the Plan of Termination or such later date or act as is specified in the Plan of Termination, all Unit Owners shall automatically be divested of legal title to their respective Condominium Parcels and the Termination Trustee named in the Plan of Termination shall automatically become vested with legal title to the Condominium Property without need for further conveyance. In the event the Association is not the Termination Trustee, the Association shall transfer the Association Property, if any, to the Termination Trustee. The Unit Owners shall thereafter become the beneficiaries of proceeds realized from the Plan of Termination, if any. Each lien encumbering a Condominium Parcel shall be automatically transferred to the beneficial interest in the former Condominium Property and Association Property attributable to the Unit encumbered by the lien, with the same priority.

21.7 Powers of the Termination Trustee. Unless prohibited by the Plan of Termination, the Termination Trustee shall be vested with those powers as are given to the board of directors pursuant to the Declaration, Bylaws and the Act. If the Association is not the Termination Trustee, then the Termination Trustee's powers shall be co-extensive with those of the Association to the extent not prohibited in the Plan of Termination. If the Association is being dissolved, then the Termination Trustee shall also have such other powers which may be necessary to wind up the affairs of the Association.

21.8 Notice.

(a) Not less than thirty (30) days prior to the date a Plan of Termination will be considered by the Unit Owners for approval, the Association shall deliver by certified mail return receipt requested to all Unit Owners a notice of the proposed termination together with a copy of the proposed Plan of Termination and a ballot or written consent or joinder.

(b) Within thirty (30) days after a Plan of Termination has been recorded, the Termination Trustee shall deliver by certified mail return receipt requested a notice to all Unit Owners, lienors of the Condominium Property and the lienors of all Units to their last known address that a Plan of Termination has been recorded and the Instrument Number in the Register's Office where the Plan of Termination was recorded, that a copy of the Plan of Termination shall be furnished upon written request.

21.9 Distribution. Following termination of the Condominium, the Condominium Property, together with Association Property, Common Surplus and other assets of the Association, shall be held by the Termination Trustee, as trustee for Unit Owners and holders of liens on the Units in their order of priority.

(a) Not less than 30 days prior to the first distribution, the Termination Trustee shall deliver by certified mail return receipt requested a notice to all Unit Owners, lienors of the Condominium Property and the lienors of each Unit at their last known address a good faith estimate of the amount of the distributions to lienors of the Condominium Property and to the Unit Owners and lienors of the respective Units and the procedures and deadline for notifying the Termination Trustee of any objections thereto,

which deadline shall be not less than fifteen (15) days after the date of mailing of the notice. The notice of the estimated distribution may be sent simultaneously with or subsequent to the notice required pursuant to Section 21.8(b). In the event a Unit Owner or lienor files an objection with the Termination Trustee, then the Termination Trustee is excused from distribution of the amounts and property allocated to such Unit Owner and the lienors until the Termination Trustee has had a reasonable time to ascertain the validity of the adverse claims. In the alternative, the Termination Trustee shall have the right to interplead such Unit Owner, lienors and any other person having or claiming to have an interest in the Unit whenever there is a dispute as to the amounts due them. The Termination Trustee shall deposit the funds allocated to such Unit in the registry of court and effective upon such deposit the Condominium Property, Association Property, Common Surplus and other assets of the Association shall be free of all claims and liens of the parties to the suit. In any interpleader action by a Termination Trustee regarding a dispute by a Unit Owner or lienor as to the amounts due, the Termination Trustee and prevailing party are entitled to recover reasonable attorneys' fees and costs and court costs.

(b) The proceeds of any sale of Condominium Property or Association Property, together with any portion of the Condominium Property which is not sold, Association Property, Common Surplus and other assets of the Association, shall be distributed in the following priority:

(i) costs of carrying out the Plan of Termination, including demolition, removal and disposal fees, Termination Trustee's fees and costs, accounting fees and costs, and attorney's fees and costs and court costs.

(ii) liens recorded prior to recordation of the Declaration.

(iii) liens of the Association which have been consented to by a majority of the Voting Interests.

(iv) creditors of the Association, as their interests may appear.

(v) to each Unit Owner in the shares specified in Section 15.7 the insurance proceeds from the Insured Property or condemnation proceeds from the taking of the Common Elements which are not used for repair or reconstruction subject to satisfaction of liens on each Unit in their order of priority unless objected to by a Unit Owner or a lienor.

(vi) to each Unit Owner in the shares specified in the Plan of Termination the proceeds of any sale of Condominium Property subject to satisfaction of liens on each Unit in their order of priority unless objected to by a Unit Owner or lienor.

(vii) to each Unit Owner in the shares specified in the Plan of Termination the remaining Condominium Property, subject to satisfaction of liens on each Unit in their order of priority unless objected to by a Unit Owner or a lienor.

(viii) to each Unit Owner in the shares specified in the Plan of Termination the proceeds of any sale of Association Property, the remaining Association Property, General Common Surplus, Residential Common Surplus as to the Residential Units, Commercial Common Surplus as to the Commercial Units and other assets of the Association subject to satisfaction of liens on each Unit in their order of priority unless objected to by a Unit Owner or a lienor.

(c) Distribution may be made either in money or in property or securities and either in installments from time to time or as a whole, if this can be done fairly and ratably and in conformity with the Plan of Termination and shall be made as soon as reasonably consistent with the beneficial liquidation of the assets.

21.10 Wind-up of Association Affairs. The termination of the Condominium shall not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Charter, the Bylaws and the Act, to the extent necessary to, and for the sole purpose of, winding up the affairs of the Association in accordance with this Section.

21.11 Trustee's Powers and Duties. The Termination Trustee shall hold legal title to the Condominium Property or Association Property or both, as a trustee for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear, with full power and authority to deal with, to protect, conserve, sell, manage, encumber and otherwise dispose of all real and personal property which was formerly the Condominium Property, or interest therein or any part thereof. If the former Unit Owners approve a sale of the Condominium Property or Association Property or both as provided in this Article, the Termination Trustee shall have the power and authority to convey title to the purchaser(s), and to distribute the proceeds in accordance with the provisions of this Article. The Termination Trustee may charge a reasonable fee for acting in such capacity, and such fee, as well as all costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of the sale of the former Condominium Property and Association Property, and shall constitute a lien on the Condominium Property or Association Property or both superior to any other lien. The Termination Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or willful misconduct.

21.12 Post Termination Obligations. Unless otherwise specified in the Plan of Termination, as long as the Termination Trustee shall hold legal title to the Condominium Property, each Unit Owner and the Unit Owner's successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted the Unit. During the period of that occupancy, each Unit Owner and the Unit Owner's successors in interest remain liable for all Assessments and other obligations imposed on Unit Owners by the Act or this Declaration.

21.13 Reliance. The Termination Trustee may rely upon the written instructions and information provided to it by the officers, directors and agents of the Association, and shall not be required to inquire beyond such information and instructions.

21.14 Sale. In the event sale of the Condominium Property was not a condition to termination, then following a termination, provided Unit Owners holding not less than seventy-five percent (75%) of the Voting Interests present in person or by proxy at a duly called meeting of the Association agree to accept an offer for the sale of the Condominium Property, the Board of Directors shall notify the Termination Trustee, and the Termination Trustee shall complete the transaction. If the Unit Owners have not authorized a sale of the former Condominium Property within one (1) year after the recording of the Plan of Termination, the Trustee may proceed to sell the Condominium Property without agreement by the Association or the former Unit Owners. The net proceeds of the sale of any of the Condominium Property, Association Property or other assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as provided in the Plan of Termination, provided, however, that no payment shall be made to a former Unit Owner until there has first been paid off out of its share of such net proceeds all liens on its beneficial interest in the order of their priority.

21.15 New Condominium. The termination of the Condominium shall not bar creation of another Condominium including all or any portion of the Condominium Property or Association Property.

21.16 Provisions Survive Termination. The provisions of this Article 21 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Charter, and shall have the power to levy Assessments to pay the costs and expenses of the Termination Trustee and of maintaining the Condominium or Association Property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium Property, are Common Expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

21.17 Amendment to Article 21. This Article may not be amended without the consent of the Developer as long as it owns any Unit.

22. RECREATION AMENITIES EASEMENT.

22.1 Reservation of Easement. Developer and its successors and assigns reserve the following easements for the benefit of the owners and tenants of the property located at 701 12th Avenue S., Nashville, Tennessee more particularly described in Exhibit "G" attached hereto and made a part hereof (the "Benefited Property") but only for so long as the Building exists and the Recreation Amenities are so utilized ("Recreation Amenities Easement"): (.1) a non-exclusive right of ingress and egress through the common area corridors, stairs, elevator lobbies and elevators located in the Building for the sole purpose of access to the Recreation

Amenities, and (.2) use of the Recreation Amenities. The Benefited Property shall share in the costs of maintaining, operating, repairing, insuring, replacing and improving the Recreation Amenities. As of the date of this Declaration, the Benefited Property is owned by an affiliate of the Developer. The Developer contemplates that a multi-family residential building or mixed use building having approximately thirty (30) residential dwelling units will be constructed on the Benefited Property.

22.2 Commencement of Recreation Amenities Contributions. The Benefited Property shall become subject to assessment for the Recreation Amenities Contribution commencing on the first (1st) day after the owner of the Benefited Property gives written notice to the Association that it intends to exercise its rights under the Recreation Amenities Easement. The Recreation Amenities Easement shall terminate in the event that the owner of the Benefited Property fails to give the Association such notice within ten (10) years from the date of recordation of this Declaration.

22.3 Budget. Prior to the beginning of each fiscal year, the Association shall adopt a budget for such fiscal year which shall estimate all expenses to be incurred by the Association for the Recreation Amenities during the fiscal year, which budget shall provide reasonable reserves for replacement and deferred maintenance. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, and the amount to be generated through Residential Assessments for Recreation Amenities against the Residential Units and Recreation Amenities Contribution by the Benefited Property.

22.4 Recreation Amenities Expenses. The Benefited Property shall pay its prorata share of the total cost of operation, maintenance, maintenance, repair, insurance and replacement of the Recreation Amenities, including reserves for replacement costs, deferred maintenance and furniture, fixtures and equipment ("Recreation Amenities Expenses"). The Benefited Property's prorata share of the Recreation Amenities Expenses ("Recreation Amenities Contribution") shall be determined by multiplying the Recreation Amenities Expenses by a fraction, the numerator of which is the number of residential dwelling units on the Benefited Property which have been issued a temporary or final certificate of occupancy by the City and the denominator of which is the total number of Residential Units in the Condominium Property plus number of residential dwelling units on the Benefited Property which have been issued a temporary or final certificate of occupancy by the City. The Recreation Amenities Expenses shall be determined based on the portion of the estimated annual budget attributable to the Recreation Amenities as prepared by the Association in advance of each fiscal year.

The Association shall then establish the Recreation Amenities Contribution for the Benefited Property and shall notify the owner of the Benefited Property in writing of the amount, frequency, and due dates of such Recreation Amenities Contribution. The Recreation Amenities Contribution shall initially be collected quarterly; however, the Association may, upon written notice to the owner of the Benefited Property, change the amount, frequency or due dates of the Recreation Amenities Contribution.

The Association shall fix the date of commencement and the amount of the Recreation Amenities Contribution against the Benefited Property for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, except as to an emergency Recreation Amenities Contribution. In the event no notice of the new Recreation Amenities Contribution is given, the amount of the Recreation Amenities Contribution payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

From time to time during the fiscal year, the Association may modify the budget for the expenses of the Recreation Amenities. Pursuant to the revised budget or otherwise, the Association may, upon written notice to the Owners and owner of the Benefited Property, change the amount, frequency or due dates of the Recreation Amenities Contribution. In no event shall the Recreation Amenities Contribution be due less than ten (10) days from the date of the notification.

22.5 Right to Vote. During any period the Benefited Property is paying Recreation Amenities Contributions, the owner of the Benefited Property shall be entitled to vote on any matters which may come before the Association relating to the Recreation Amenities for which the Association members shall be entitled to vote on such matter. In connection with the foregoing, the Benefited Property shall be entitled to one vote for each residential dwelling unit for which it is assessed. In the event the Benefited Property is submitted to condominium ownership, the condominium association shall be deemed to be the owner of the Benefited Property.

22.6 Creation of the Lien and Personal Obligation for Recreation Amenities Contributions. The owner of the Benefited Property shall be deemed to covenant and agree to pay to the Association the Recreation Amenities Contributions. All such Recreation Amenities Contributions shall be fixed, established and collected from time to time as provided in this Declaration. Each owner of the Benefited Property, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Recreation Amenities Contributions coming due while he is owner of the Benefited Property. The grantee shall be jointly and severally liable with the grantor for all unpaid Recreation Amenities Contributions against the grantor up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Recreation Amenities Contributions may not be avoided by waiver of the use or enjoyment of any Recreation Amenities.

23. COVENANT RUNNING WITH THE LAND. All provisions of the Condominium Documents shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent Owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, Tenants and Occupants of Units shall be subject to and shall comply with the provisions of the Condominium Documents, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into occupancy of any Unit, shall constitute and

adoption and ratification of the provisions of the Condominium Documents, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

24. DISCLAIMER OF WARRANTIES. Except for an implied warranty of habitability and any written warranties delivered by Developer to a Unit Owner at closing, no warranties, expressed or implied, representations, understandings, guaranties or promises have been made to or relied upon by any Unit Owner. Without limiting the generality of the foregoing, Developer further disclaims any liability to comply with, or upgrade any improvements and/or the Condominium Property as a result of, any changes or modifications to, or adoption of further federal, state or municipal laws, codes, ordinances regulations or rules hereafter applicable to the Condominium Property. To the maximum extent permitted by law, all Unit Owners, by virtue of acceptance of title to their respective Units (whether from the Developer or another party), shall be deemed to have automatically waived all of the aforesaid disclaimed warranties. As to any warranties which cannot be disclaimed either in whole or in part, each Unit Owner expressly waives and disclaims incidental and consequential damages, and the Developer shall have no responsibility for any incidental or consequential damages, including, but not limited to, any claims for personal injury, property damage or emotional distress.

25. CPI. Whenever a specific dollar amount is recited in of the Condominium Documents, such amounts shall be increased from time to time by application of a nationally recognized consumer price index using the date of recordation of this Declaration is as the base year (unless prohibited or limited by law or by the specific text hereof or unless held to be unconscionable). The index used shall be that published by the United States Department of Labor, Bureau of Labor Statistics, designated as "Consumer Price Index, all urban consumers, United States, 1982-84 = 100, all items". If the Bureau of Labor Statistics shall change the method for determining the consumer price index or in the event the Bureau of Labor Statistics shall cease to publish said statistical information and it is not available from any other source, public or private, then the Association shall choose a reasonable alternative to compute such increases.

26. ADDITIONAL PROVISIONS.

26.1 Notices. All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by certified mail (return receipt requested) or by a nationally recognized overnight delivery service (such as Federal Express or UPS) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner at the Condominium, or such other address as may have been designated by the Unit Owner from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

26.2 Conflict. In the event of any conflict between the terms and provisions of this Declaration, and the Exhibits attached hereto or otherwise, the Declaration shall take precedence over the Charter, Bylaws and applicable Rules and Regulations; the Charter shall take precedence over the Bylaws and applicable Rules and Regulations; and the Bylaws shall take precedence over applicable Rules and Regulations, all as amended from time to time.

26.3 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

26.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those in this Declaration.

26.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of the vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

26.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Tennessee.

26.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, paragraph, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

26.8 Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act or of the Condominium Documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

26.9 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and

attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

26.10 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

26.11 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed as of the 19th day of December, 2008.

CJUF II TERRAZZO LLC,
a Delaware limited liability company

By: Canyon-Johnson Urban Fund II, L.P.,
a Delaware limited partnership,
Member

By: Canyon-Johnson Realty Advisors II LLC,
a Delaware limited liability company,
its General Partner

By: _____
Name: R. Robert Turner
Title: Managing Partner

By: Crosland Terrazzo, LLC,
a North Carolina limited liability company,
Member

By: Crosland, LLC,
a North Carolina limited liability company,
its Manager

By: _____
Name: William Ty Barkley
Title: Vice President

Address: 401 Church Street, Suite 3000
Nashville, Tennessee 37219

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles }

On 12/12/08 (Date) before me, Kristin Connor, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared K. Robert Turner (Name(s) of Signer(s))

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

KRISTIN ANNE CONNOR
Commission # 1757819
Notary Public - California
Los Angeles County
My Comm. Expires Jul 19, 2011

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kristin Connor (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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STATE OF TENNESSEE)
) ss:
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared William Cy Barkley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President of Crosland, LLC, a North Carolina limited liability company, Manager of Crosland Terrazzo, LLC, a North Carolina limited liability company, Member of CJUF II Terrazzo LLC, a Delaware limited liability company, the within named developer, a limited liability company, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as the Vice President.

Witness my hand and seal at office in Nashville, Tennessee this 10th day of December, 2008.

Name: Cindy F. Febre
Notary Public

My Commission Expires: May 8, 2012

CINDY F. FEBRE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Cindy F. Febre
My Commission Expires
May 8, 2012
STATE OF TENNESSEE

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ of Canyon-Johnson Realty Advisors II LLC, a Delaware limited liability company, General Partner of Canyon Johnson Urban Fund II, L.P., a Delaware limited partnership, Member of CJUF II Terrazzo LLC, a Delaware limited liability company, the within named developer, a limited liability company, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself as the _____.

Witness my hand and seal at office in _____, _____ this _____ day of _____, 2008.

Name: _____
Notary Public

My Commission Expires: _____

JOINDER

TERRAZZO CONDOMINIUM ASSOCIATION, INC., a Tennessee corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, TERRAZZO CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 19th day of December, 2008.

TERRAZZO CONDOMINIUM ASSOCIATION, INC., a Tennessee not for profit corporation

By: William Cy Barkley
Name: William Cy Barkley
Title: President

Address: 401 Church Street, Suite 3000
Nashville, Tennessee 37219

STATE OF TENNESSEE)
) ss:
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared William Cy Barkley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of TERRAZZO CONDOMINIUM ASSOCIATION, INC., a Tennessee corporation not for profit, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President of the corporation.

Witness my hand and seal at office in Nashville, Tennessee this 10th day of December, 2008.

Name: Cindy F. Febre
Notary Public
Commission No.: _____

My Commission Expires:

May 8, 2012

CINDY F. FEBRE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Cindy F. Febre
My Commission Expires
May 8, 2012
STATE OF TENNESSEE

SCHEDULE OF EXHIBITS TO
DECLARATION OF CONDOMINIUM
FOR
TERRAZZO, A CONDOMINIUM

Exhibit "A"	Legal Description of the Land
Exhibit "B"	Plat of the Condominium, which shall include a Survey of the Land, a graphic description of the Improvements located thereon, including floor plans and elevations for the Building, and a plot plan thereof. The Plat shall designate each Unit by number and indicate its boundaries and location.
Exhibit "C"	Percentage Interest in the Common Elements and the Percentage Share of the General Common Expenses and General Common Surplus for each Unit
Exhibit "C-1"	Percentage Share of the Residential Common Expenses for each Residential Unit
Exhibit "C-2"	Percentage Share of the Commercial Common Expenses for each Commercial Unit
Exhibit "C-3"	Percentage Share of the Office Common Expenses for each Office Unit
Exhibit "D"	Bylaws for Terrazzo Condominium Association, Inc., a Tennessee not for profit corporation
Exhibit "E"	Charter of Incorporation for Terrazzo Condominium Association, Inc., a Tennessee not for profit corporation
Exhibit "F"	Rules and Regulations
Exhibit "G"	Legal Description of the Property located at 701 12th Avenue South, Nashville
Exhibit "H"	Form of Assignment of Right to Use Parking Space for Office Unit or Commercial Unit
Exhibit "H-1"	Form of Assignment of Right to Use Parking Space for Residential Unit

Exhibit "A"

Legal Description of the Land

PROPERTY DESCRIPTION

LAND in Davidson County, Tennessee, being Lot No. 1, on the Plan of Resubdivision Plat of Lot 1, Section Sixty-Five Edgehill Estates, as shown on the Plat of record in Instrument No. 20051116-0138405, Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to CJUF II Terrazzo LLC by 12th & Division Properties, LLC by Deed of Record at Instrument No. 20070827-0102784 in the Register's Office for Davidson County, Tennessee.

Exhibit B

TERRAZZO, a Condominium

Plat and Floor Plan

The condominium floor plan attached as sheets 4 through 25 was prepared by Hastings Architecture Associates, LLC, based on the Architect's Construction Documents.

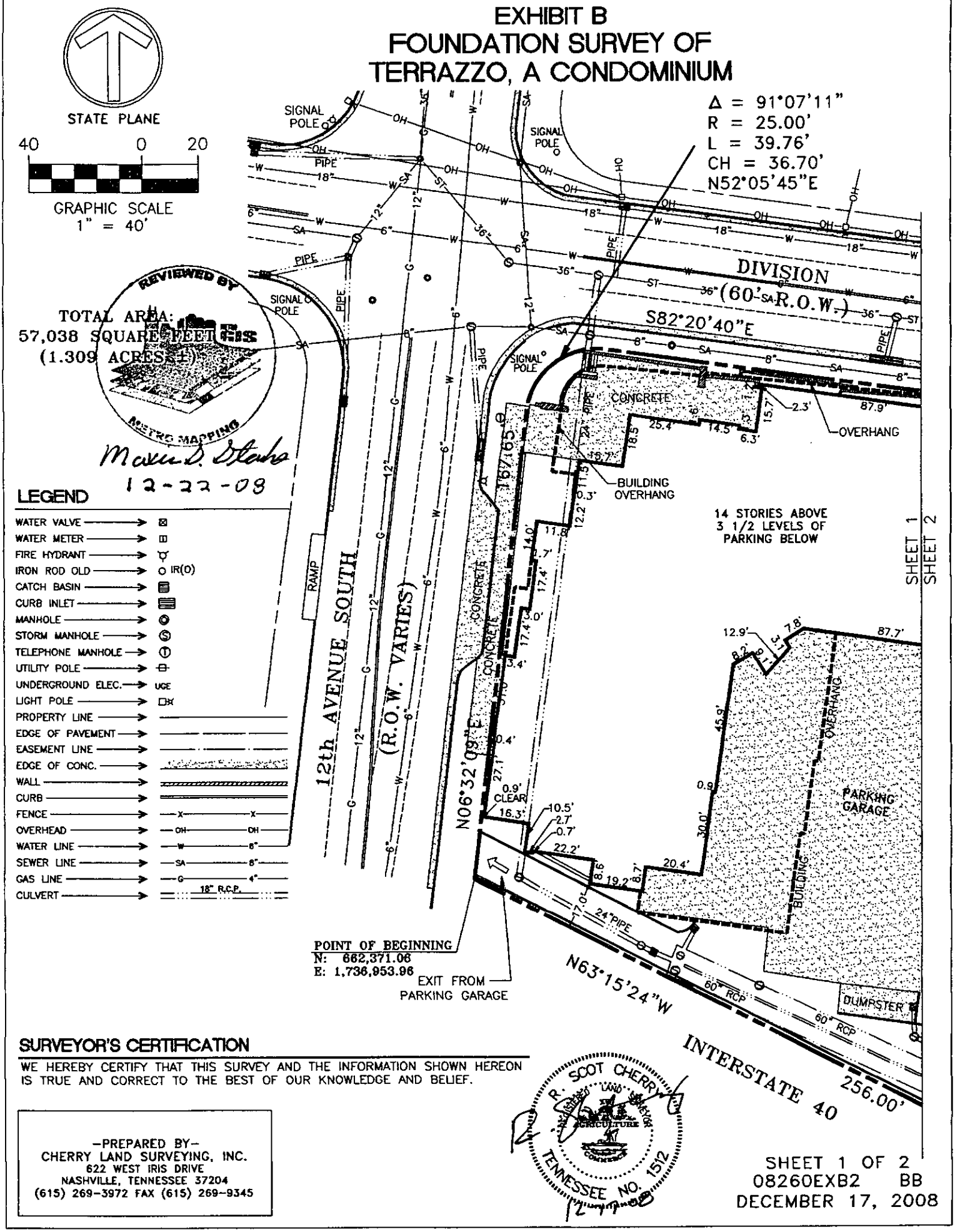
Hastings Architecture Associates, LLC

By: _____

Title: Principal

Date: 12/17/08

EXHIBIT B
FOUNDATION SURVEY OF
TERRAZZO, A CONDOMINIUM



REVIEWED BY GIS METRO MAPPING

TOTAL AREA:
57,038 SQUARE FEET±
(1.309 ACRES±)

Maxwell Starks
12-22-08

LEGEND

- WATER VALVE
- WATER METER
- FIRE HYDRANT
- IRON ROD OLD — IR(O)
- CATCH BASIN
- CURB INLET
- MANHOLE
- STORM MANHOLE
- TELEPHONE MANHOLE
- UTILITY POLE
- UNDERGROUND ELEC. — UGE
- LIGHT POLE
- PROPERTY LINE
- EDGE OF PAVEMENT
- EASEMENT LINE
- EDGE OF CONC.
- WALL
- CURB
- FENCE — X — X
- OVERHEAD — OH — OH
- WATER LINE — W — 6"
- SEWER LINE — SA — 8"
- GAS LINE — G — 4"
- CULVERT — 18" R.C.P.

POINT OF BEGINNING
N: 662,371.06
E: 1,736,953.96

EXIT FROM PARKING GARAGE

SURVEYOR'S CERTIFICATION

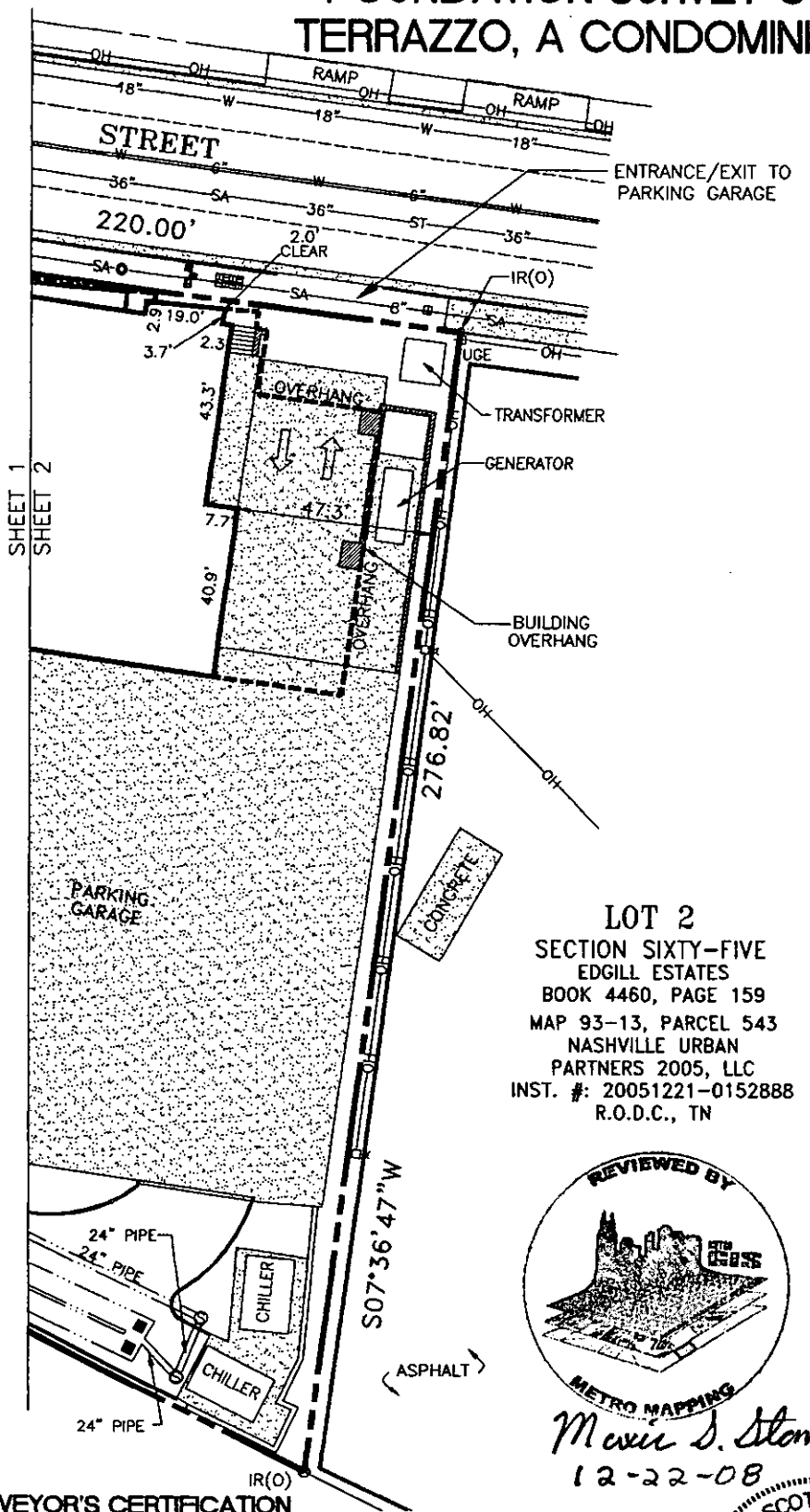
WE HEREBY CERTIFY THAT THIS SURVEY AND THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

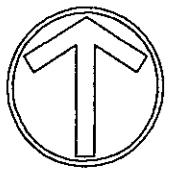
SCOT CHERRY R. LAND SURVEYOR TENNESSEE NO. 1512

–PREPARED BY–
CHERRY LAND SURVEYING, INC.
622 WEST IRIS DRIVE
NASHVILLE, TENNESSEE 37204
(615) 269-3972 FAX (615) 269-9345

SHEET 1 OF 2
08260EXB2 BB
DECEMBER 17, 2008

EXHIBIT B
FOUNDATION SURVEY OF
TERRAZZO, A CONDOMINIUM





STATE PLANE

40 0 20

GRAPHIC SCALE
1" = 40'

LOT 2
SECTION SIXTY-FIVE
EDGILL ESTATES
BOOK 4460, PAGE 159
MAP 93-13, PARCEL 543
NASHVILLE URBAN
PARTNERS 2005, LLC
INST. #: 20051221-0152888
R.O.D.C., TN

REVIEWED BY METRO MAPPING

Mark S. Starks
12-22-08

PROPERTY DESCRIPTION

Being a tract of land lying in Nashville, Davidson County, Tennessee, also being Lot 1 of the Resubdivision Plat Lot 1, Section Sixty-Five Edgehill Estates, as of record in Instrument Number: 20051116-0138405, at the Register's Office for Davidson County, Tennessee, and being more particularly described as follows;

Beginning at a point at the intersection of the easterly right-of-way line of 12th Avenue South, width varies, and the northerly right-of-way line of Interstate 40, width varies, said point being located at Northing: 662,371.06; Easting: 1,736,953.96; on the State Plane Coordinate System NAD-83;

Thence leaving the northerly right-of-way line of Interstate 40, with the easterly right-of-way line of 12th Avenue South, North 06 deg 32 min 09 sec East, 167.65 feet to a point;

Thence with a curve to the right, along an arc length of 39.76 feet, the central angle of which is 91 deg 07 min 11 sec, the radius of which is 25.00 feet, the chord of which is North 52 deg 05 min 45 sec East, 36.70 feet to a point at the intersection with the southerly right-of-way line of Division Street, 60 feet in width;

Thence leaving the easterly right-of-way line of 12th Avenue South, with the southerly right-of-way line of Division Street, South 82 deg 20 min 40 sec East, 220.00 feet to an existing iron rod, at a corner common with Lot 2 of Section Sixty-Five, Edgehill Estates, as of record in Plat Book 4460, Page 159, at the Register's Office for Davidson County, Tennessee, also being the property of Nashville Urban Partners 2005, LLC, as of record in Instrument Number: 20051221-0152888, at the Register's Office for Davidson County, Tennessee;

Thence leaving the southerly right-of-way line of Division Street, with the westerly property line of said Lot 2, South 07 deg 36 min 47 sec West, 276.82 feet to an existing iron rod, in the northerly right-of-way line of Interstate 40;

Thence with the northerly right-of-way line of Interstate 40, North 63 deg 15 min 24 sec West, 256.00 feet to the POINT OF BEGINNING. Containing 57,038 square feet or 1.309 acres more or less.

Being the same property conveyed to CJUF II Terrazzo, LLC, as of record in Instrument Number: 20070827-0102784, at the Register's Office for Davidson County, Tennessee.

DEED REFERENCE
MAP 93-13, PARCEL 544
CJUF II TERRAZZO LLC
INSTRUMENT NUMBER
20070827-0102784

PLAT REFERENCE
RESUBDIVISION PLAT OF
LOT 1, SECTION SIXTY-FIVE
EDGEHILL ESTATES
INSTRUMENT NUMBER
20051116-0138405

SURVEYOR'S CERTIFICATION

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

R. SCOT CHERRY
REGISTERED LAND SURVEYOR
TENNESSEE NO. 1512
12-17-08

-PREPARED BY-
CHERRY LAND SURVEYING, INC.
622 WEST IRIS DRIVE
NASHVILLE, TENNESSEE 37204
(615) 269-3972 FAX (615) 269-9345

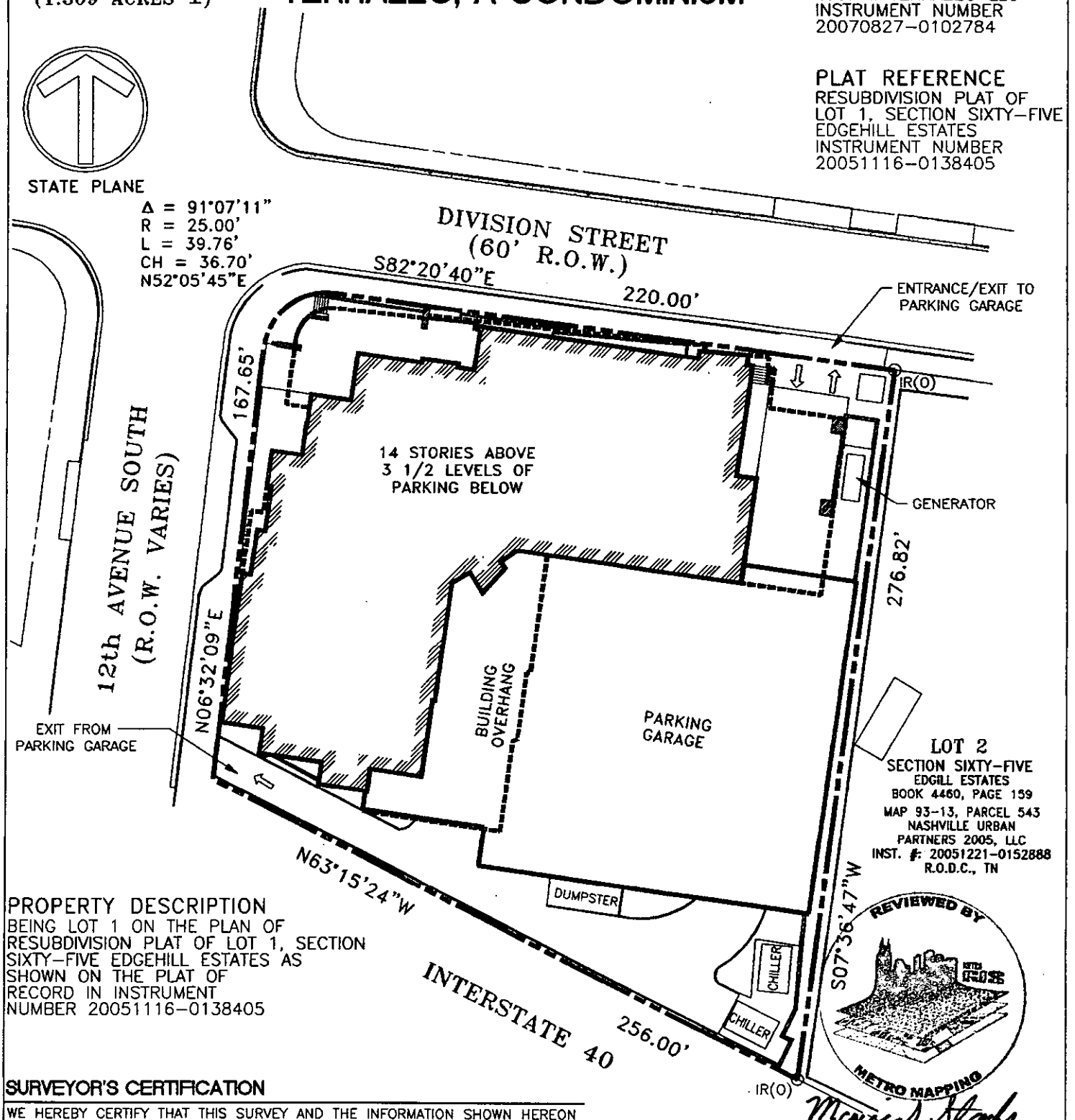
SHEET 2 OF 2
08260EXB2 BB
DECEMBER 17, 2008

TOTAL AREA:
57,038 SQUARE FEET
(1.309 ACRES ±)

EXHIBIT B
TERRAZZO, A CONDOMINIUM

DEED REFERENCE
MAP 93-13, PARCEL 544
CJUF II TERRAZZO LLC
INSTRUMENT NUMBER
20070827-0102784

PLAT REFERENCE
RESUBDIVISION PLAT OF
LOT 1, SECTION SIXTY-FIVE
EDGEHILL ESTATES
INSTRUMENT NUMBER
20051116-0138405



REVIEWED BY
METRO MAPPING

PROPERTY DESCRIPTION

BEING LOT 1 ON THE PLAN OF RESUBDIVISION PLAT OF LOT 1, SECTION SIXTY-FIVE EDGEHILL ESTATES AS SHOWN ON THE PLAT OF RECORD IN INSTRUMENT NUMBER 20051116-0138405

SURVEYOR'S CERTIFICATION

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

Marcus D. Starks
12-22-08

R. SCOT CHERRY
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
TENNESSEE NO. 1512

-PREPARED BY-
CHERRY LAND SURVEYING, INC.
622 WEST IRIS DRIVE
NASHVILLE, TENNESSEE 37204
(615) 269-3972 FAX (615) 269-9345

08260EXB BB
DECEMBER 8, 2008

Exhibit B
TERRAZZO, a Condominium

LEGEND

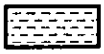
COMMERCIAL



LCE-COM. LIMITED COMMON ELEMENT-COMMERCIAL (DEFINED AS "COMMERCIAL COMMON ELEMENTS (SHARED)" IN DECLARATION)



COM. UNIT COMMERCIAL UNIT



LCE-COM. EX. LIMITED COMMON ELEMENT- COMMERCIAL # (EXCLUSIVE) (DEFINED AS "COMMERCIAL COMMON ELEMENTS (EXCLUSIVE)" IN DECLARATION)

OFFICE



LCE-OFF. LIMITED COMMON ELEMENT- OFFICE (DEFINED AS "OFFICE COMMON ELEMENTS (SHARED)" IN DECLARATION)



OFF. UNIT OFFICE UNIT



LCE- OFF. EX LIMITED COMMON ELEMENT- OFFICE # (EXCLUSIVE) (DEFINED AS "OFFICE COMMON ELEMENTS (EXCLUSIVE)" IN DECLARATION)

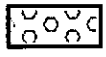
RESIDENTIAL



LCE-RES. LIMITED COMMON ELEMENT- RESIDENTIAL (DEFINED AS "RESIDENTIAL COMMON ELEMENTS (SHARED)" IN DECLARATION



RES. UNIT RESIDENTIAL UNIT



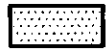
LCE-RES. EX LIMITED COMMON ELEMENTS- RESIDENTIAL # (EXCLUSIVE) (DEFINED AS "RESIDENTIAL COMMON ELEMENT (EXCLUSIVE)" IN DECLARATION)

OTHER LIMITED COMMON ELEMENTS



LCE- OFF/COM LIMITED COMMON ELEMENT- OFFICE/ COMMERCIAL DEFINED AS "OFFICE/ COMMERICAL GARAGE AREA" IN DECLARATION

GENERAL COMMON ELEMENTS



GCE GENERAL COMMON ELEMENT

REVIEWED BY METRO MAPPING

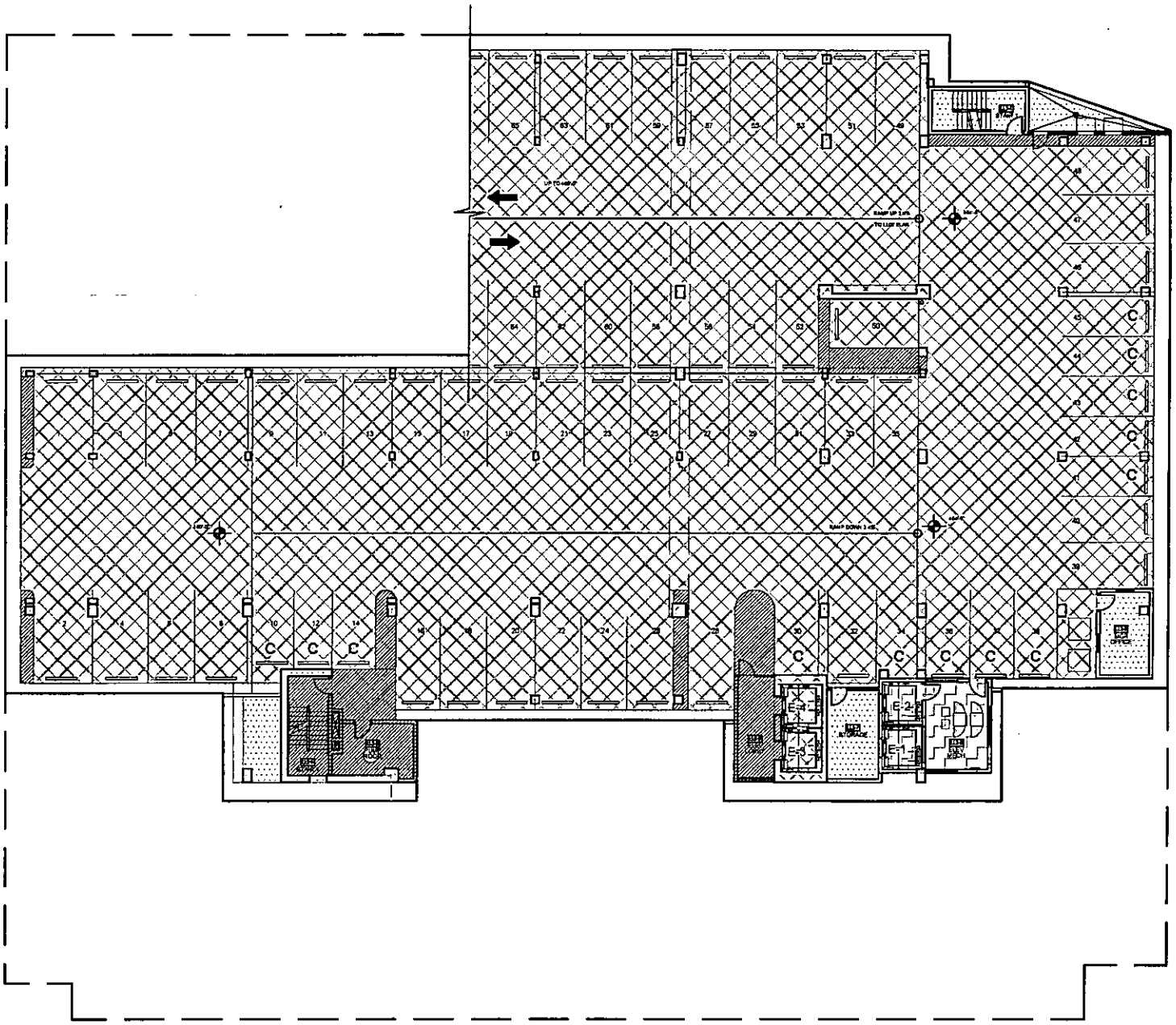
Marcia S. Starks
12-22-08

Exhibit B
TERRAZZO, a Condominium

LCE - OFFICE

GCE - GENERAL COMMON ELEMENT

LCE - RESIDENTIAL



Sheet 5 of 25

1 GARAGE LOWER LEVEL 3

0 10' 30' 60'



Maxine S Starks
12-22-08

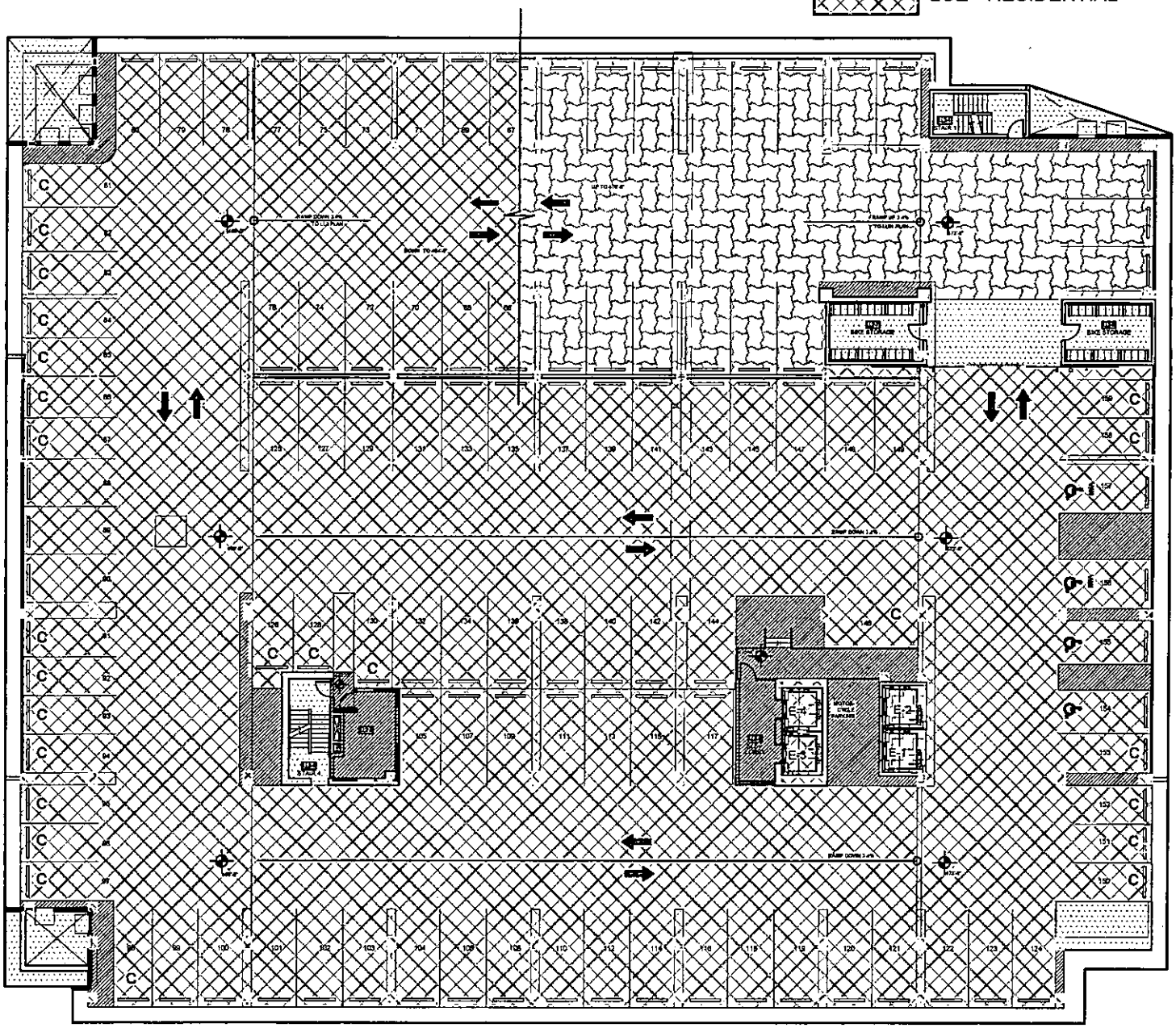
Exhibit B
TERRAZZO, a Condominium

LCE - OFFICE

LCE - OFF/COM

GCE - GENERAL COMMON ELEMENT

LCE - RESIDENTIAL



Sheet 6 of 25

1 GARAGE LOWER LEVEL 2

0 10' 30' 60'

Exhibit B
TERRAZZO, a Condominium

REVIEWED BY METRO MAPPING

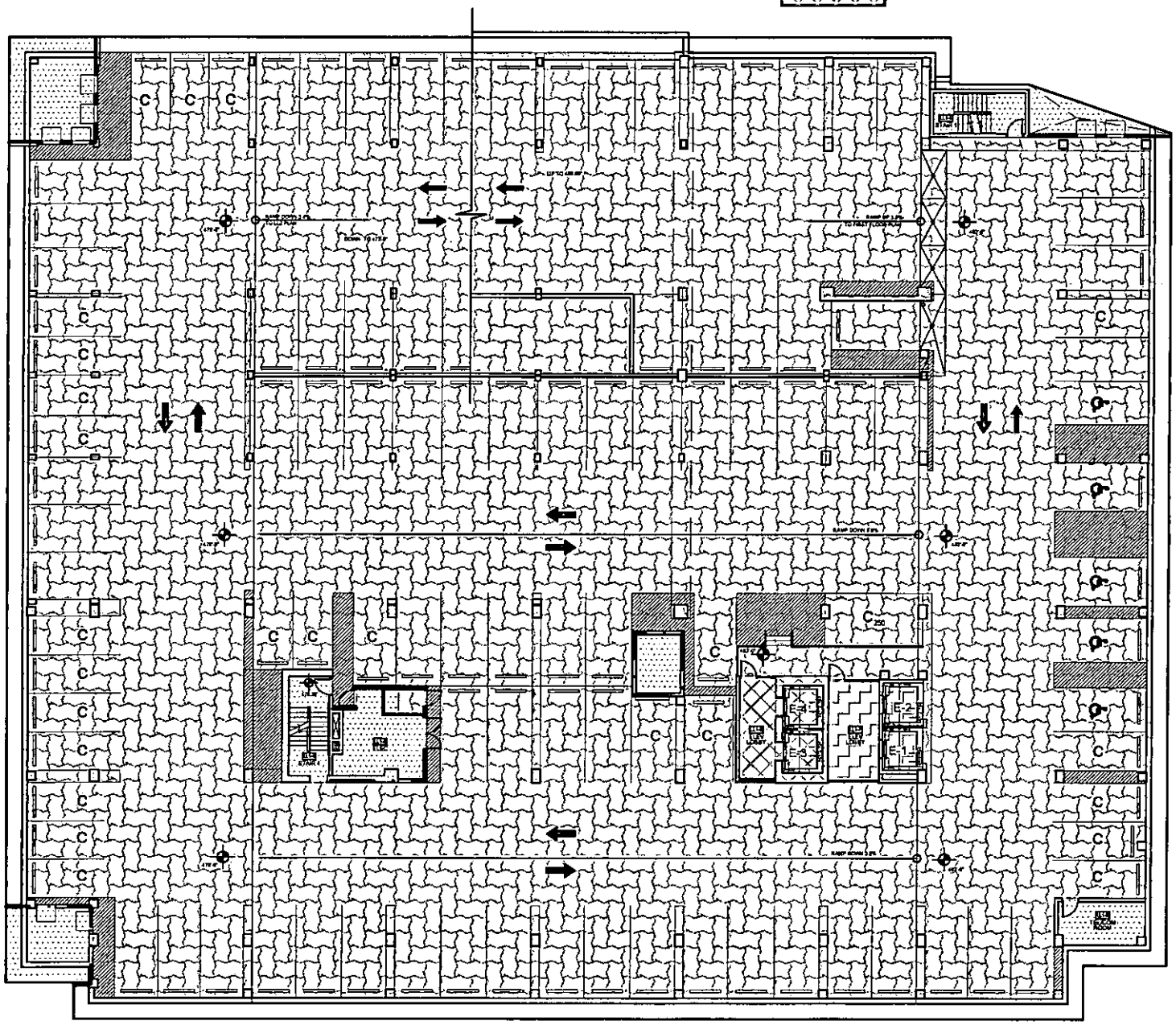
Maren S Starks
12-22-08

LCE - OFFICE

LCE - OFF/COM

GCE - GENERAL COMMON ELEMENT

LCE - RESIDENTIAL



Sheet 7 of 25

1 GARAGE LOWER LEVEL 1

0 10' 30' 60'

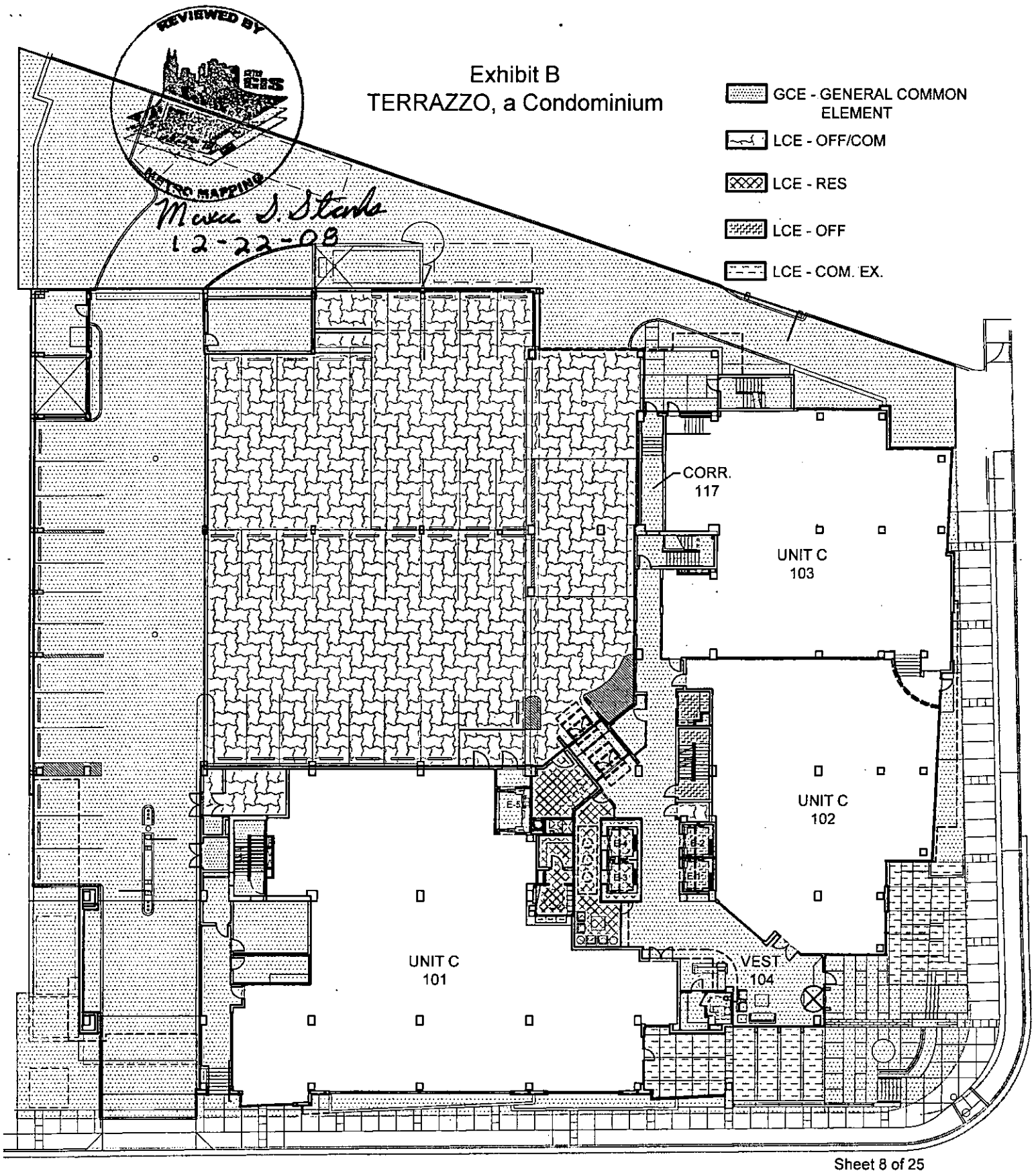

REVIEWED BY
METRO MAPPING
Marcia J. Stanko
12-22-08
Exhibit B
TERRAZZO, a Condominium
GCE - GENERAL COMMON ELEMENT
LCE - OFF/COM
LCE - RES
LCE - OFF
LCE - COM. EX.
CORR. 117
UNIT C 103
UNIT C 102
UNIT C 101
VEST 104
E-5
B-4
B-3
B-2
Sheet 8 of 25
1
FIRST FLOOR PLAN
0
10'
30'
60'

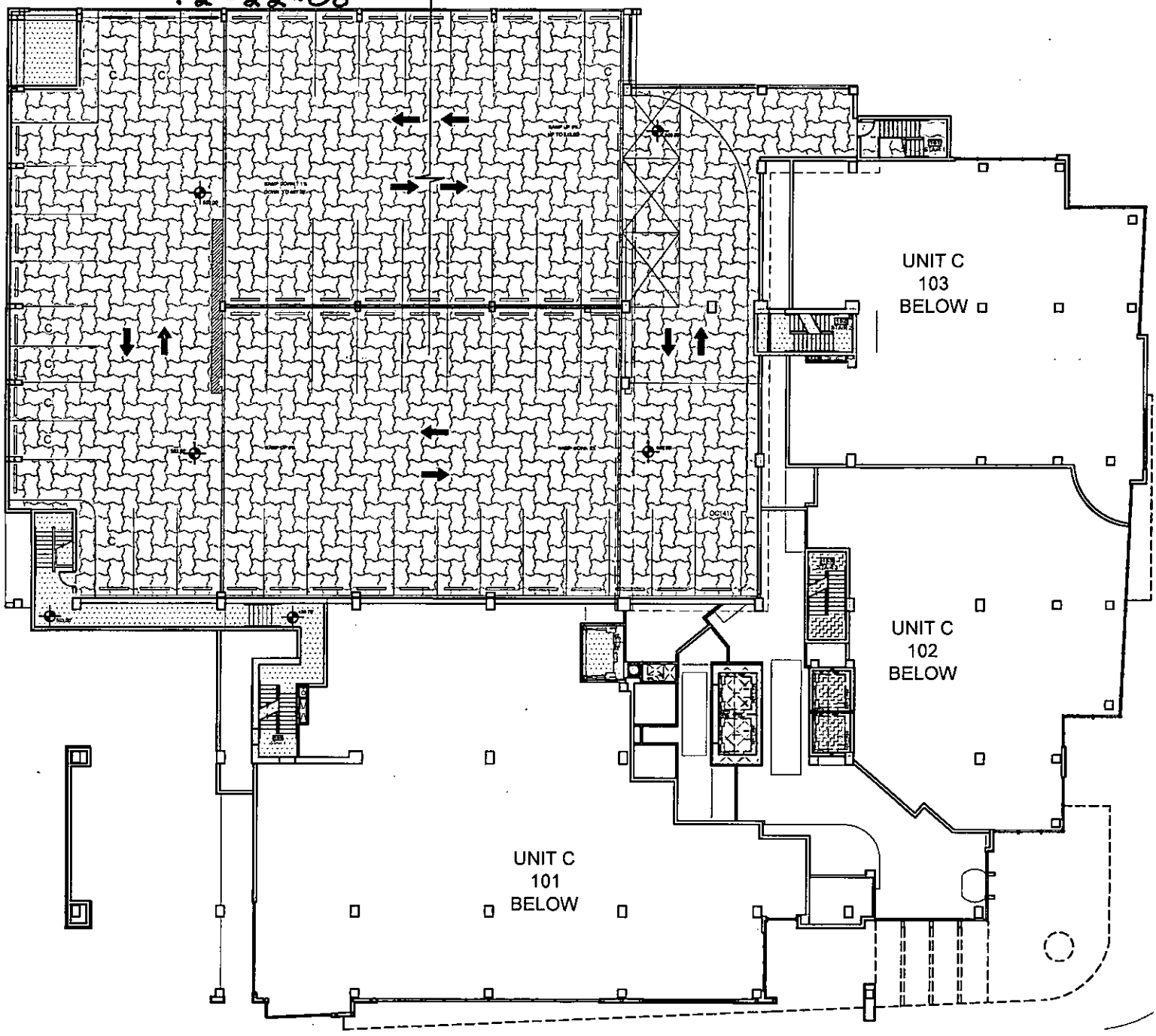
Exhibit B
TERRAZZO, a Condominium

REVIEWED BY METRO GIS/SURVEYING

Maren S. Stanks
12-22-08

GCE - GENERAL COMMON ELEMENT

LCE - OFF/COM



1 MEZZANINE PLAN

0 10' 30' 60'

REVIEWED BY METRO MAPPING

Mavis I Stiebs
12-22-08

Exhibit B
TERRAZZO, a Condominium

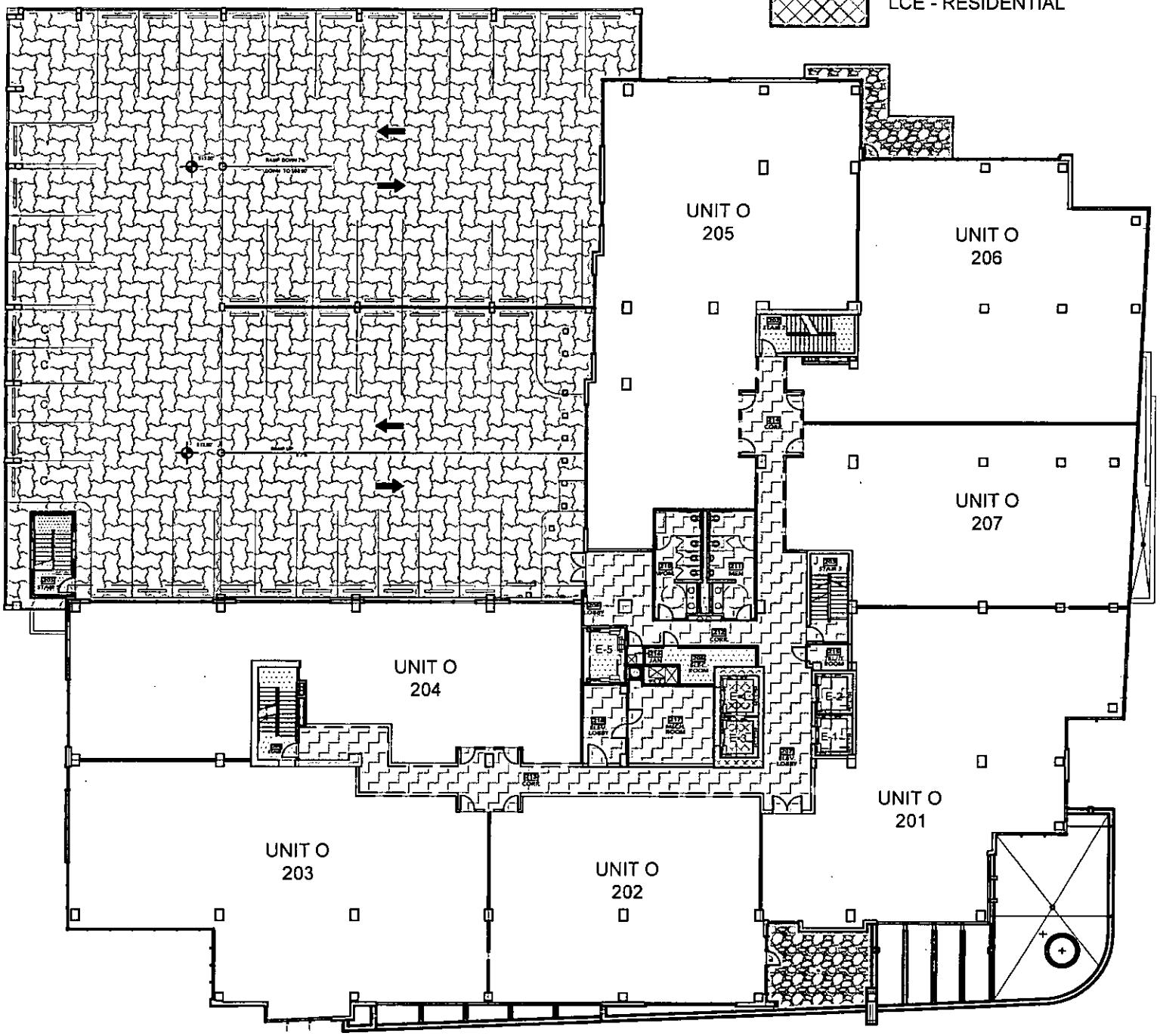
GCE - GENERAL COMMON ELEMENT

LCE - OFF/COM

LCE - OFFICE

LCE - OFFICE EX.

LCE - RESIDENTIAL



1 SECOND FLOOR PLAN

0 10' 30' 60'

Exhibit B
TERRAZZO, a Condominium

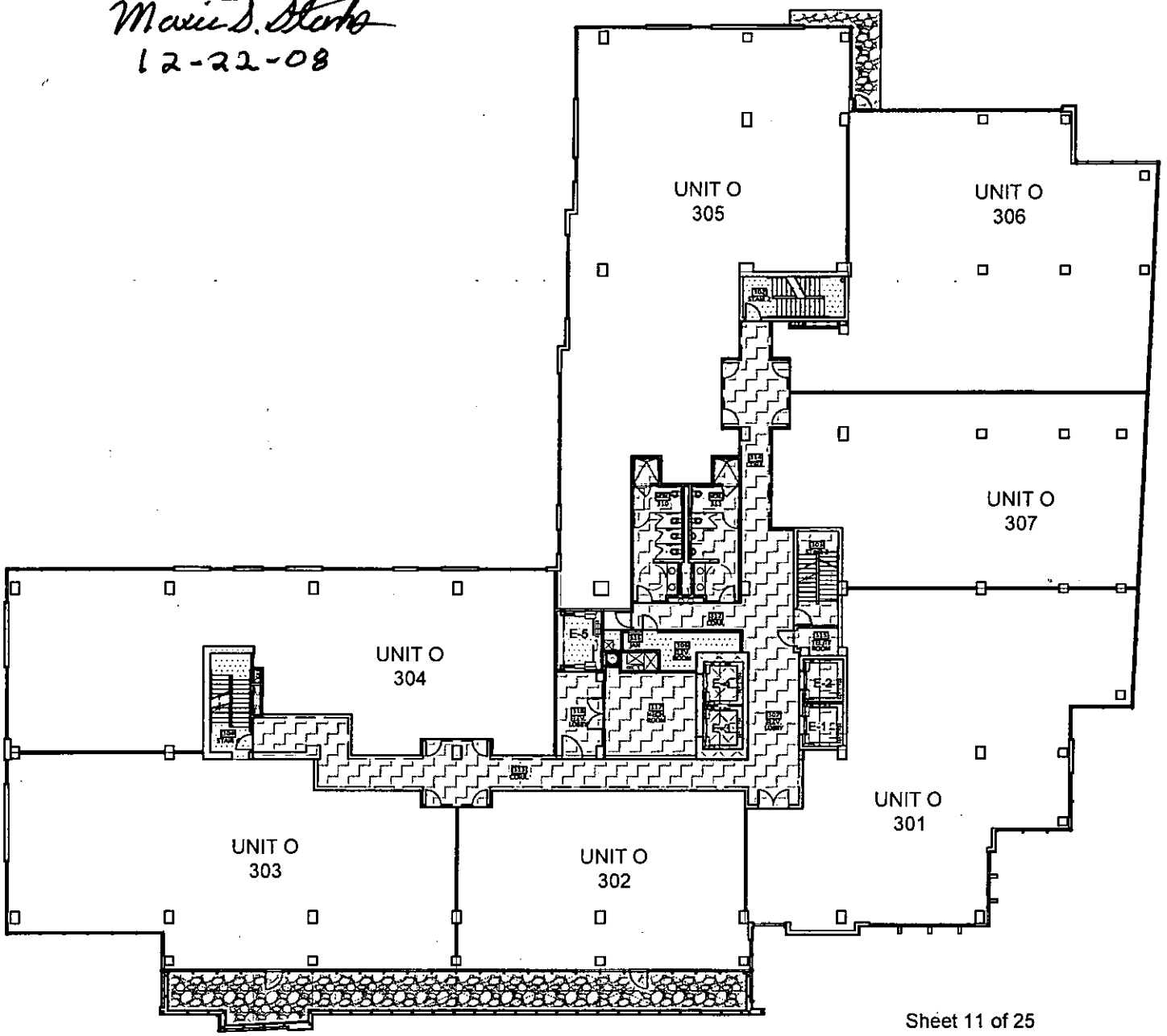
GCE - GENERAL COMMON ELEMENT

LCE - OFF

LCE - OFF EX.

REVIEWED BY GIS METRO MAPPING

Marie S. Starks
12-22-08



Sheet 11 of 25

1 THIRD FLOOR PLAN

0 10' 30' 60'

Exhibit B
TERRAZZO, a Condominium

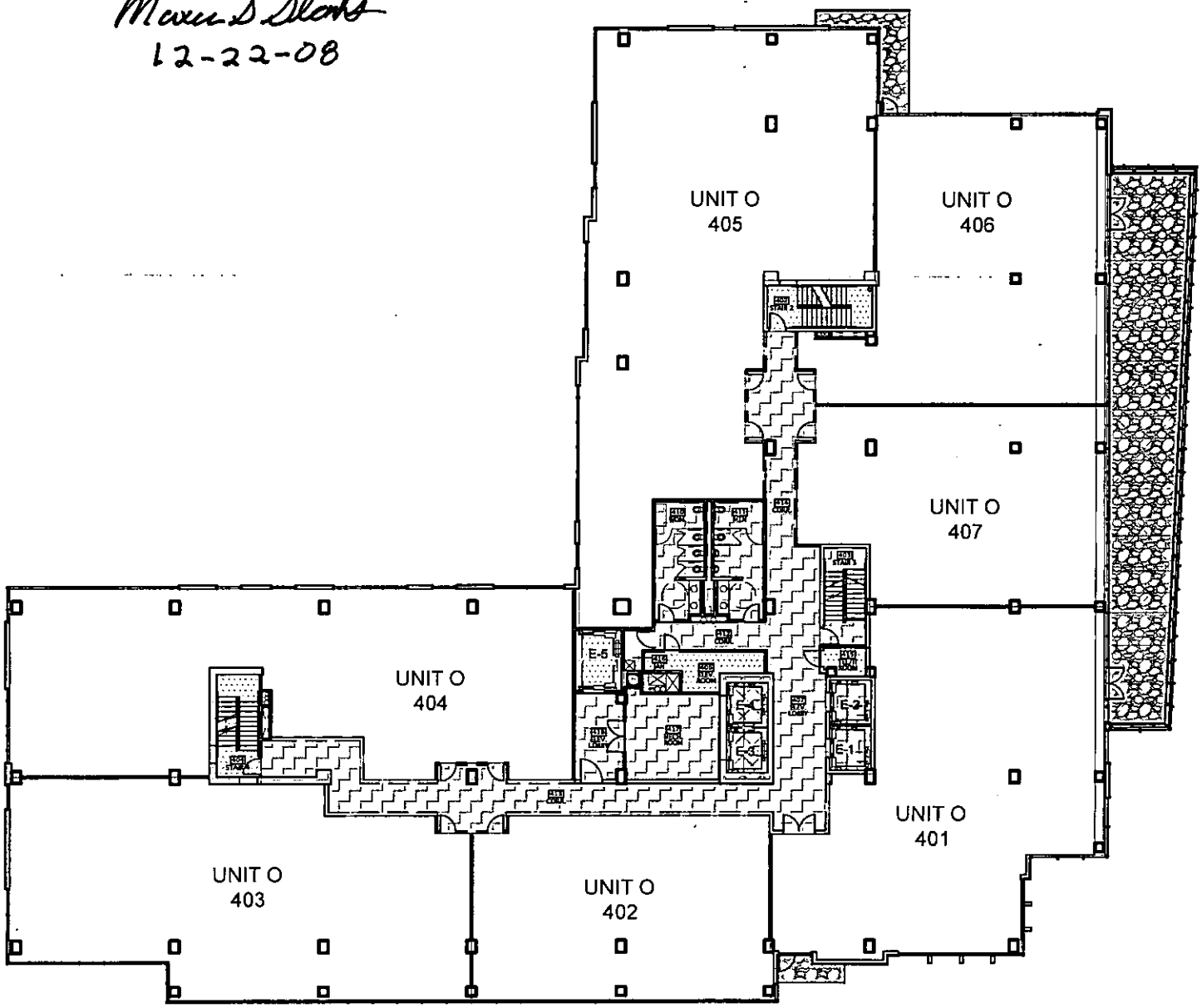
GCE - GENERAL COMMON ELEMENT

LCE - OFF

LCE - OFF-EX

REVIEWED BY METRO MAPPING

Marcus D Starks
12-22-08



1 FOURTH FLOOR PLAN

0 10' 30' 60'

Exhibit B
TERRAZZO, a Condominium



Marcus Stabs
12-22-08

GCE - GENERAL COMMON ELEMENT

LCE - RES - EX

LCE - RES

UNIT R 511

UNIT R 510

UNIT R 509

UNIT R 506

UNIT R 507

UNIT R 508

UNIT R 513

UNIT R 505

UNIT R 504

UNIT R 503

UNIT R 502

UNIT R 501

LANDSCAPED

Sheet 13 of 25

1 FIFTH FLOOR PLAN

0 10' 30' 60'

Exhibit B
TERRAZZO, a Condominium

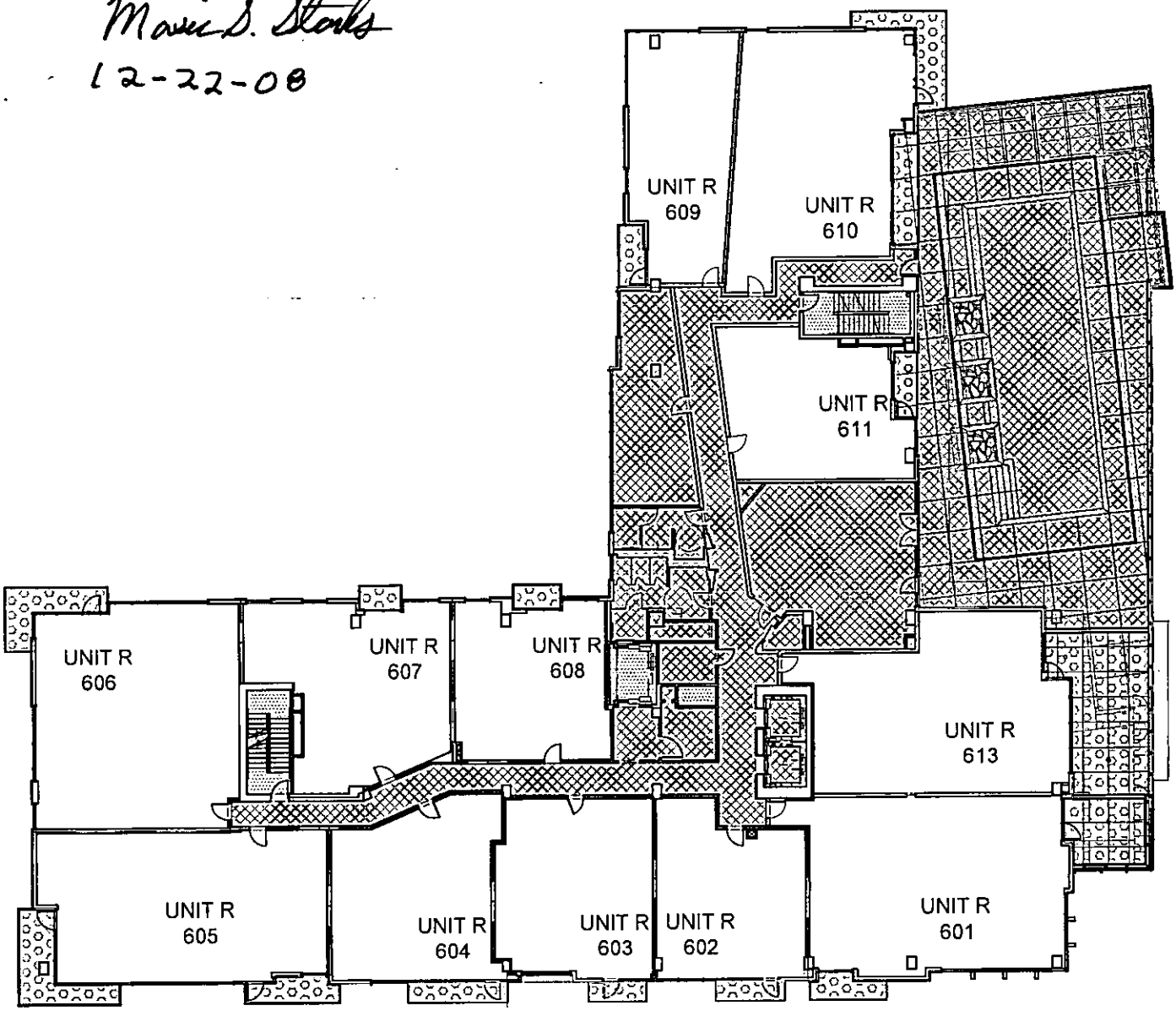
REVIEWED BY METRO MAPPING

Marie S. Starks
12-22-08

GCE - GENERAL COMMON ELEMENT

LCE - RES - EX

LCE - RES



1 SIXTH FLOOR PLAN

0 10' 30' 60'

Exhibit B
TERRAZZO, a Condominium

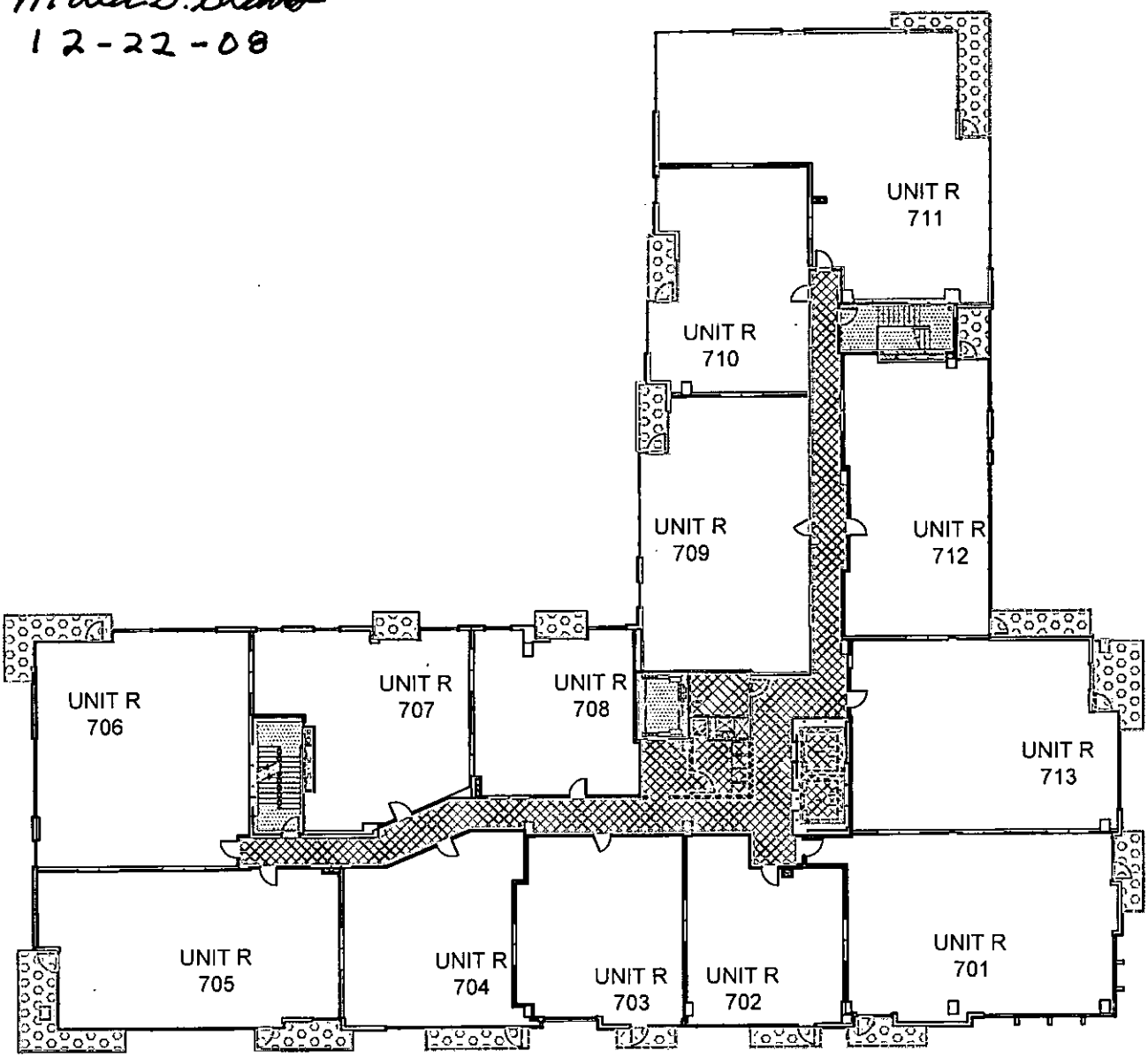
REVIEWED BY GIS METRO MAPPING

Marin S. Stark
12-22-08

GCE - GENERAL COMMON ELEMENT

LCE - RES - EX

LCE - RES



1 SEVENTH FLOOR PLAN

0 10' 30' 60'

Exhibit B
TERRAZZO, a Condominium

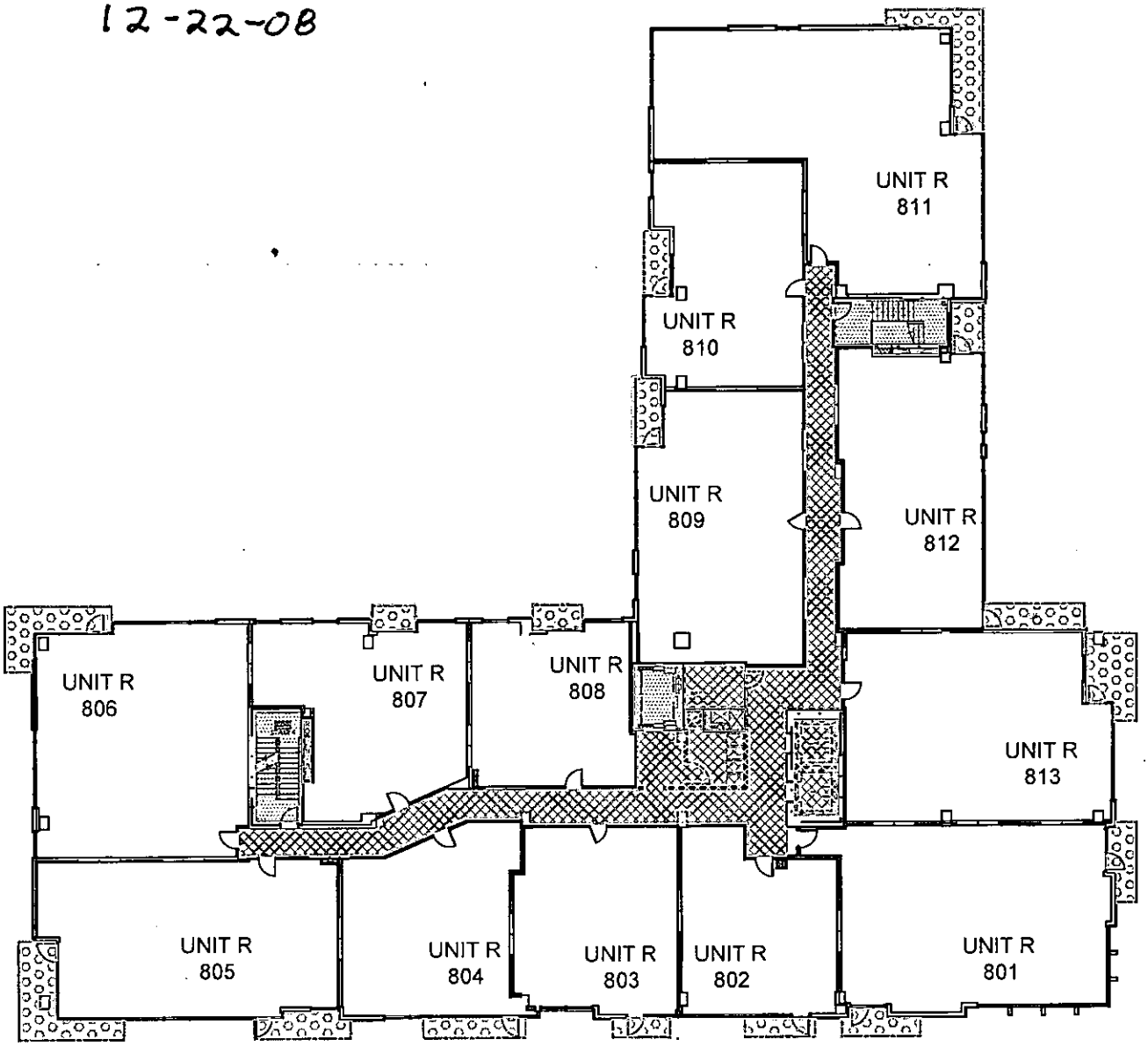
REVIEWED BY GIS METRO MAPPING

Marie S. Starks
12-22-08

GCE - GENERAL COMMON ELEMENT

LCE - RES - EX

LCE - RES



1 EIGHTH FLOOR PLAN

0 10' 30' 60'

Exhibit B
TERRAZZO, a Condominium



Maren S. Starks
12-22-08

GCE - GENERAL COMMON ELEMENT

LCE - RES - EX

LCE - RES

UNIT R 911

UNIT R 910

UNIT R 909

UNIT R 912

UNIT R 906

UNIT R 907

UNIT R 908

UNIT R 913

UNIT R 905

UNIT R 904

UNIT R 903

UNIT R 902

UNIT R 901 1st level

Sheet 17 of 25

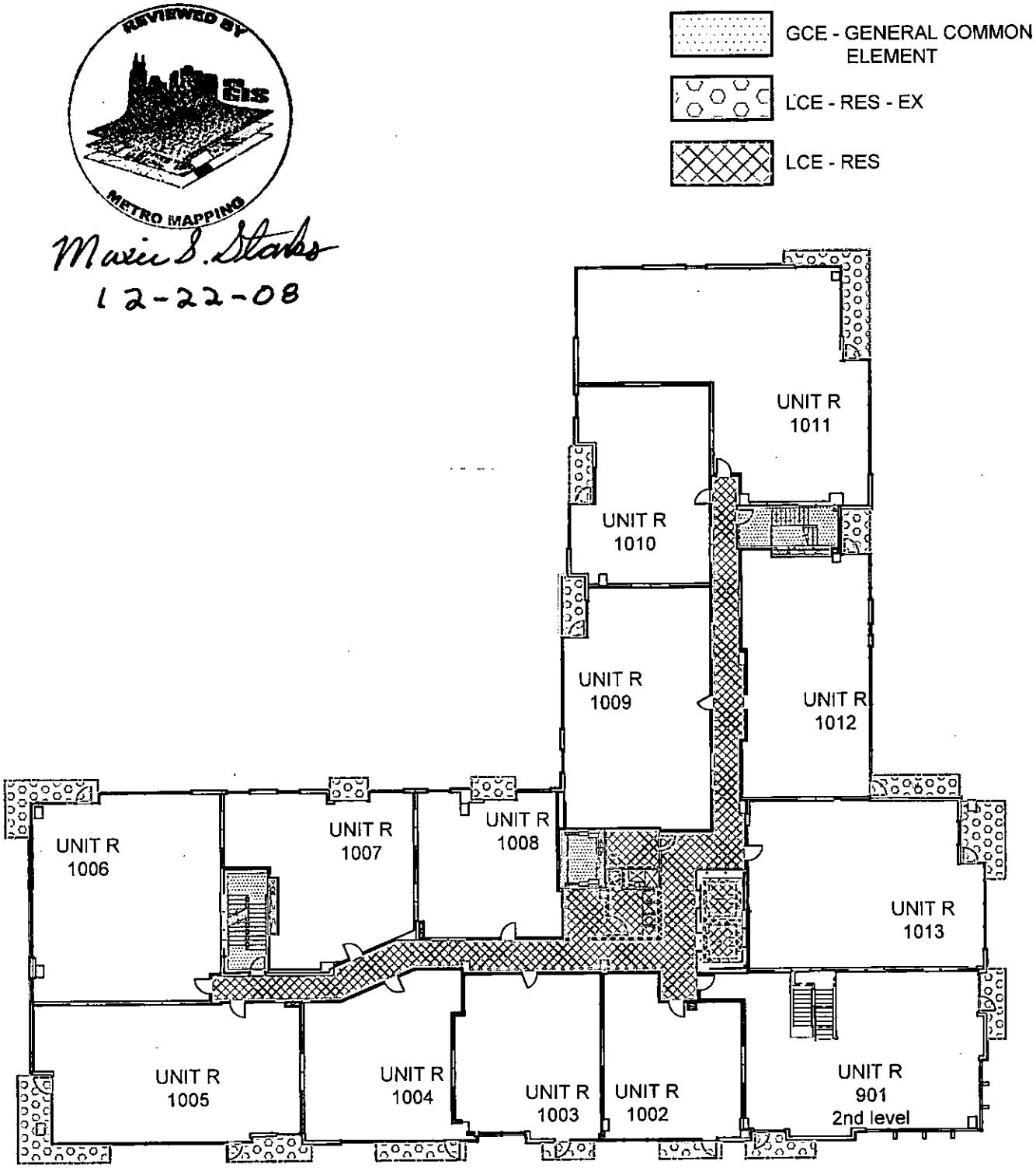
1 NINTH FLOOR PLAN

0 10' 30' 60'

Exhibit B
TERRAZZO, a Condominium

REVIEWED BY GIS METRO MAPPING

Marie S. Starks
12-22-08



1 TENTH FLOOR PLAN

0 10' 30' 60'

Exhibit B
TERRAZZO, a Condominium

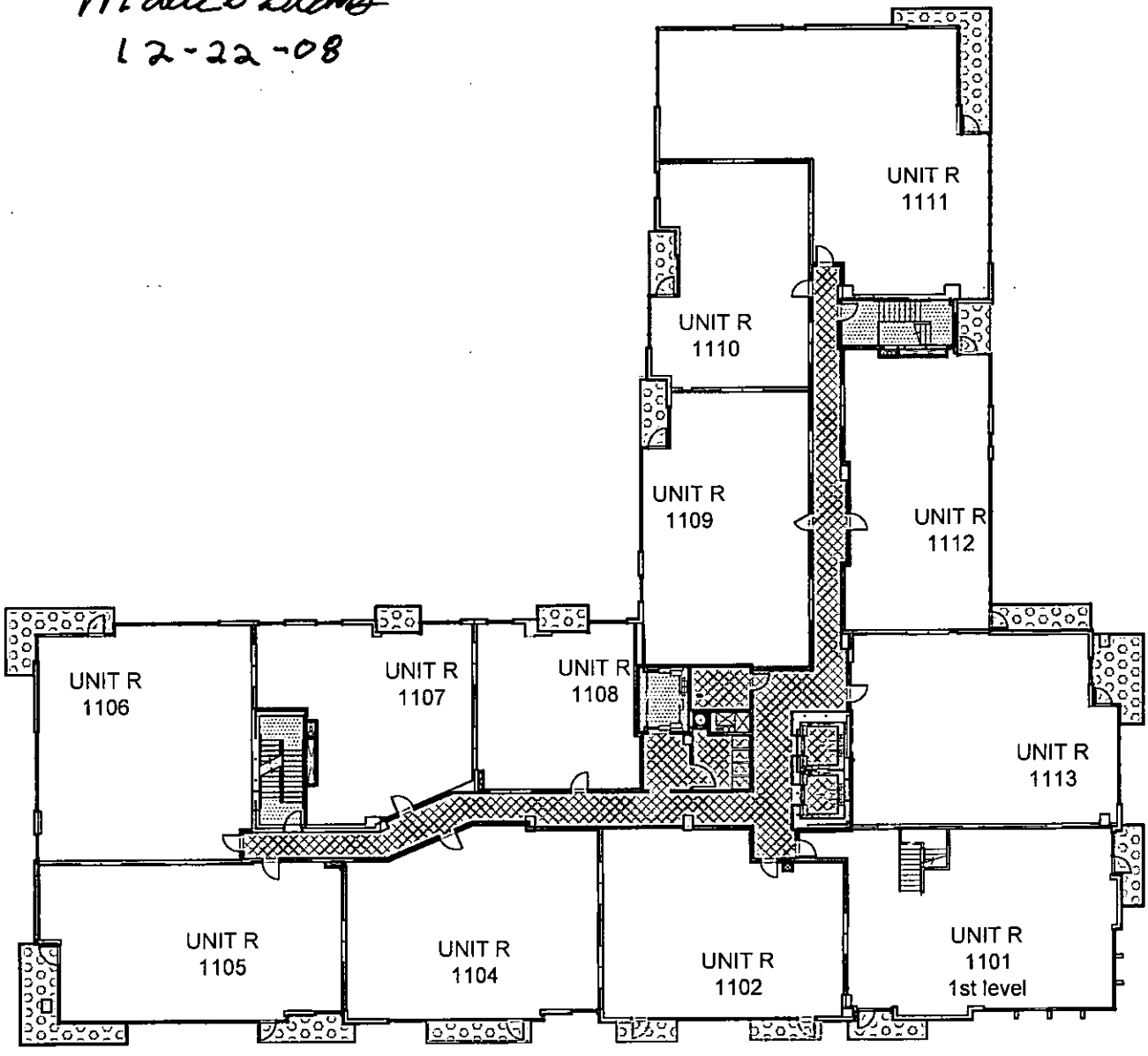
REVIEWED BY METRO MAPPING

Marie S Starks
12-22-08

GCE - GENERAL COMMON ELEMENT

LCE - RES - EX

LCE - RES



1 ELEVENTH FLOOR PLAN

0 10' 30' 60'

Exhibit B
TERRAZZO, a Condominium

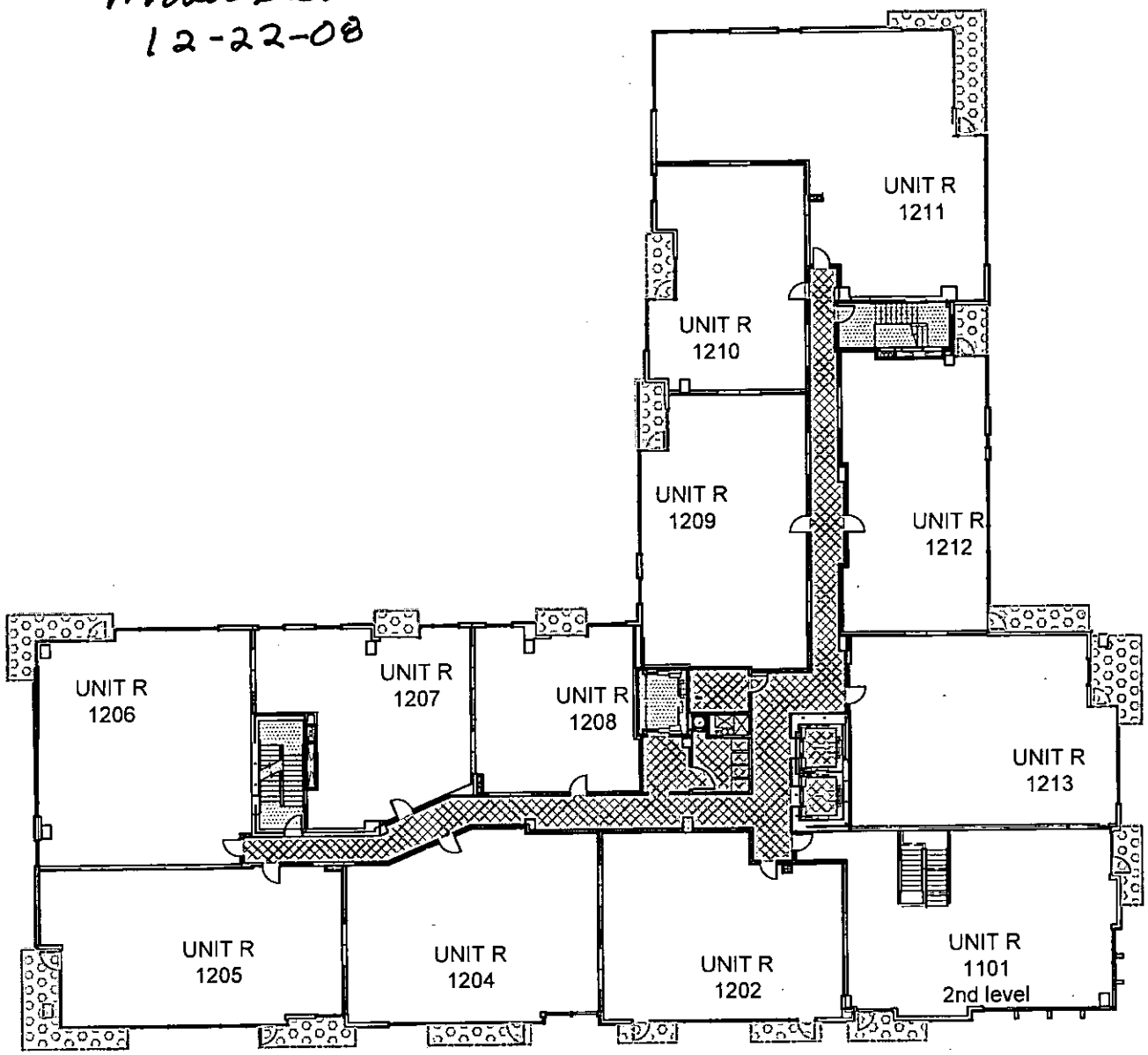
REVIEWED BY METRO MAPPING

Maven Stark
12-22-08

GCE - GENERAL COMMON ELEMENT

LCE - RES - EX

LCE - RES



1 TWELFTH FLOOR PLAN

0 10' 30' 60'

Exhibit B
TERRAZZO, a Condominium

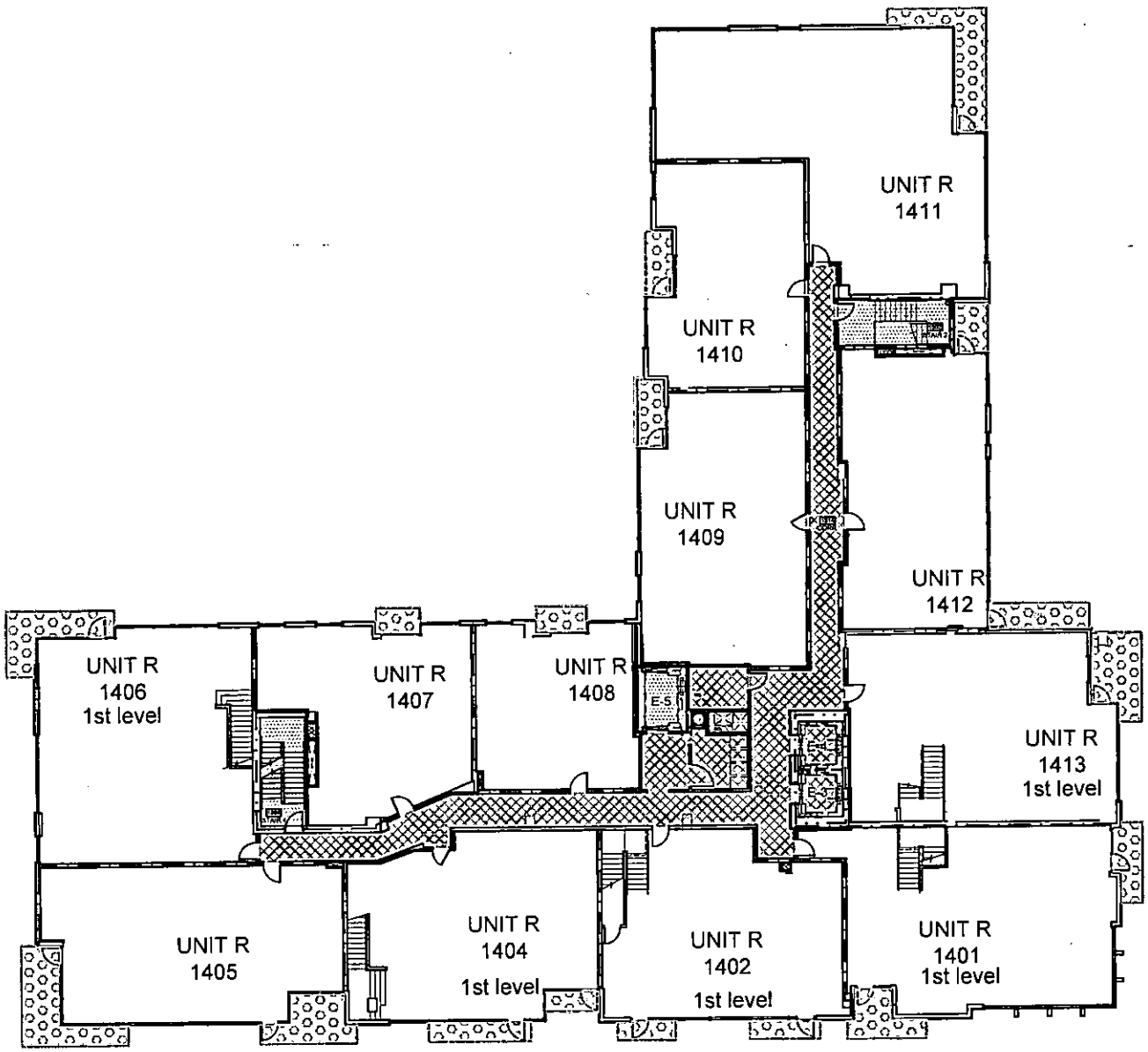
REVIEWED BY METRO MAPPING

Marvin D. Starks
12-22-08

GCE - GENERAL COMMON ELEMENT

LCE - RES - EXCLUSIVE

LCE - RES



1 FOURTEENTH FLOOR PLAN

0 10' 30' 60'

REVIEWED BY METRO GIS

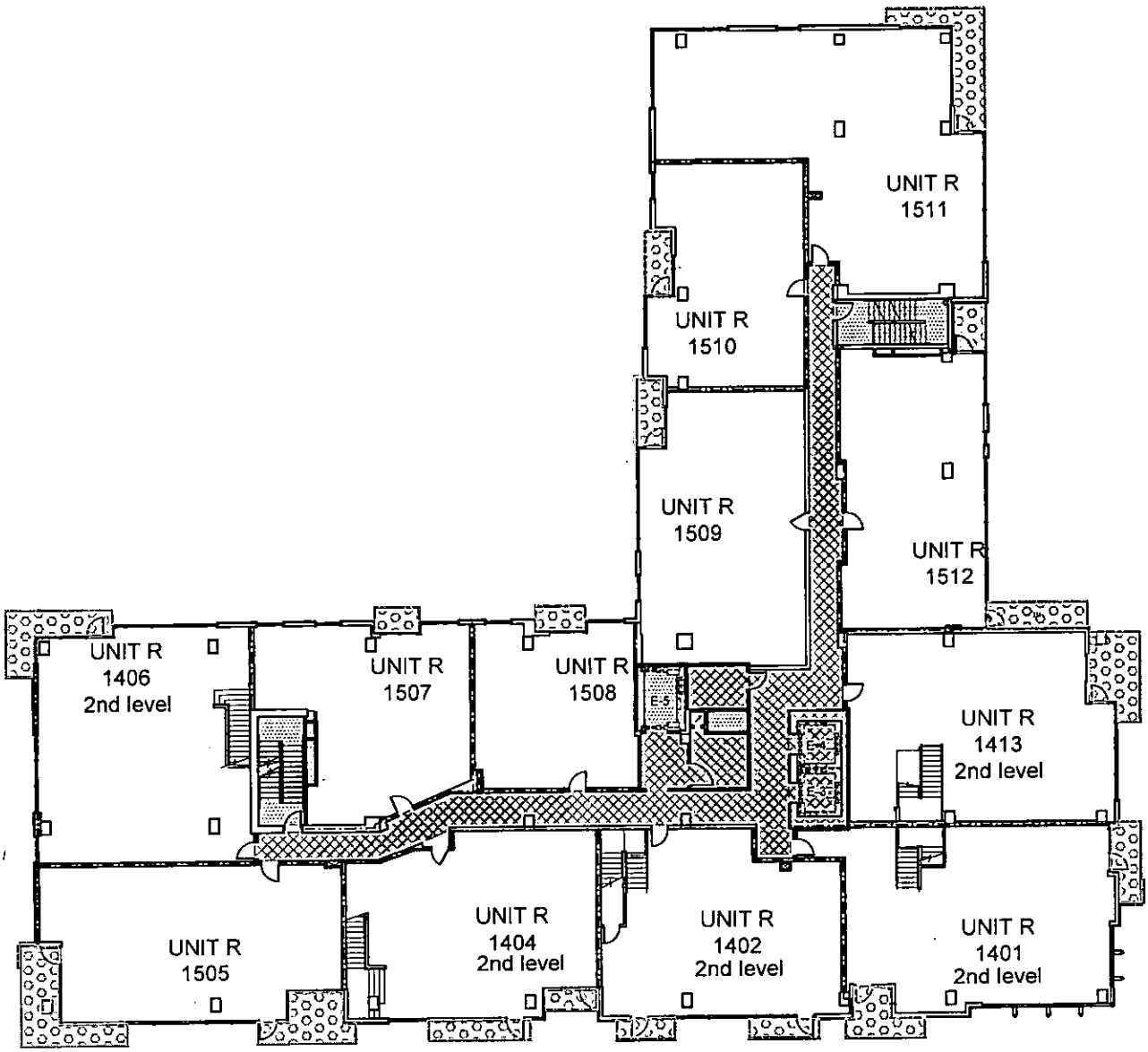
Mavis S. Stark
12-22-08

Exhibit B
TERRAZZO, a Condominium

GCE - GENERAL COMMON ELEMENT

LCE - RES - EXCLUSIVE

LCE - RES



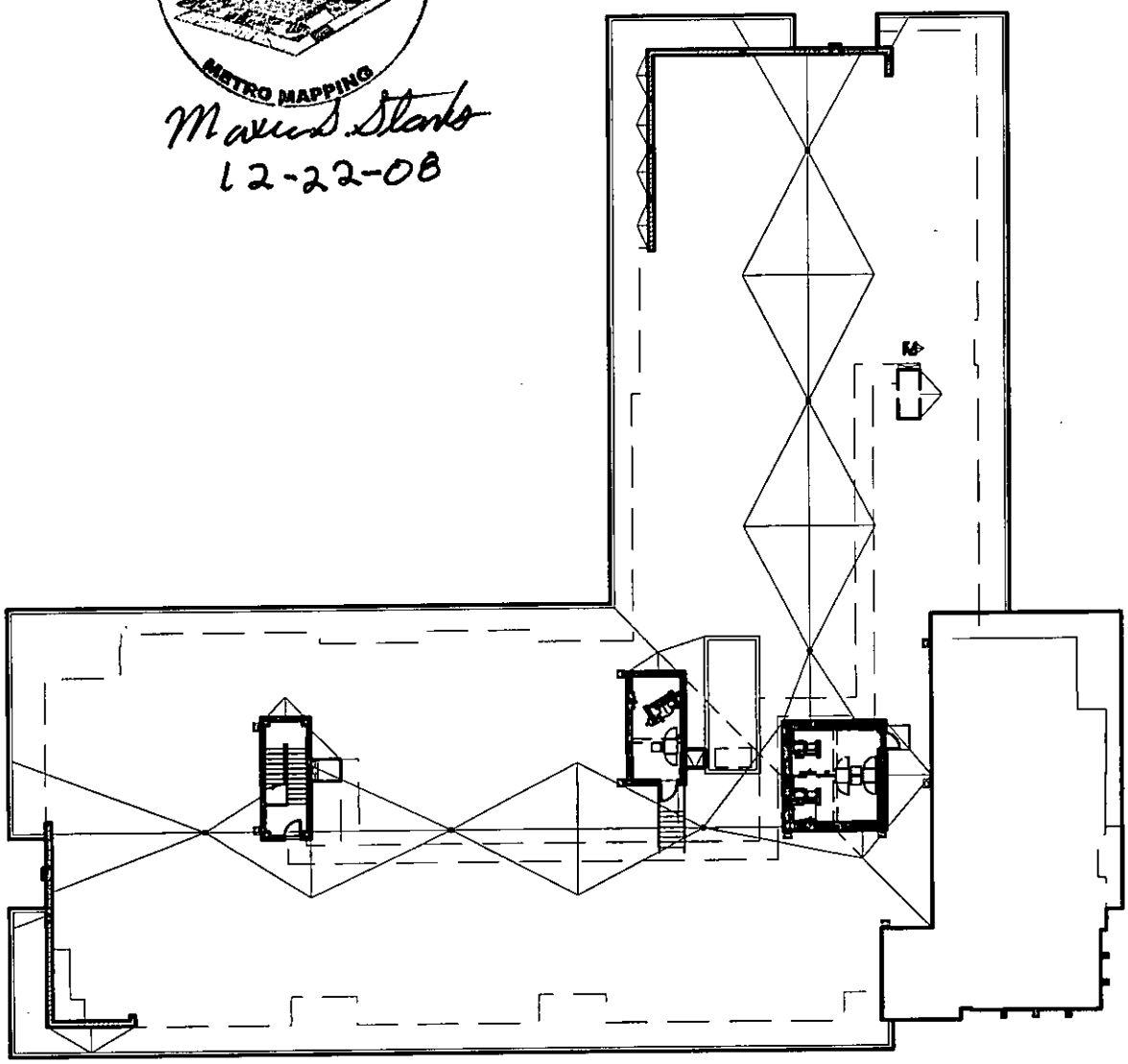
1 FIFTEENTH FLOOR PLAN

0 10' 30' 60'

Exhibit B
TERRAZZO, a Condominium

REVIEWED BY
METRO MAPPING

Marcus Starks
12-22-08

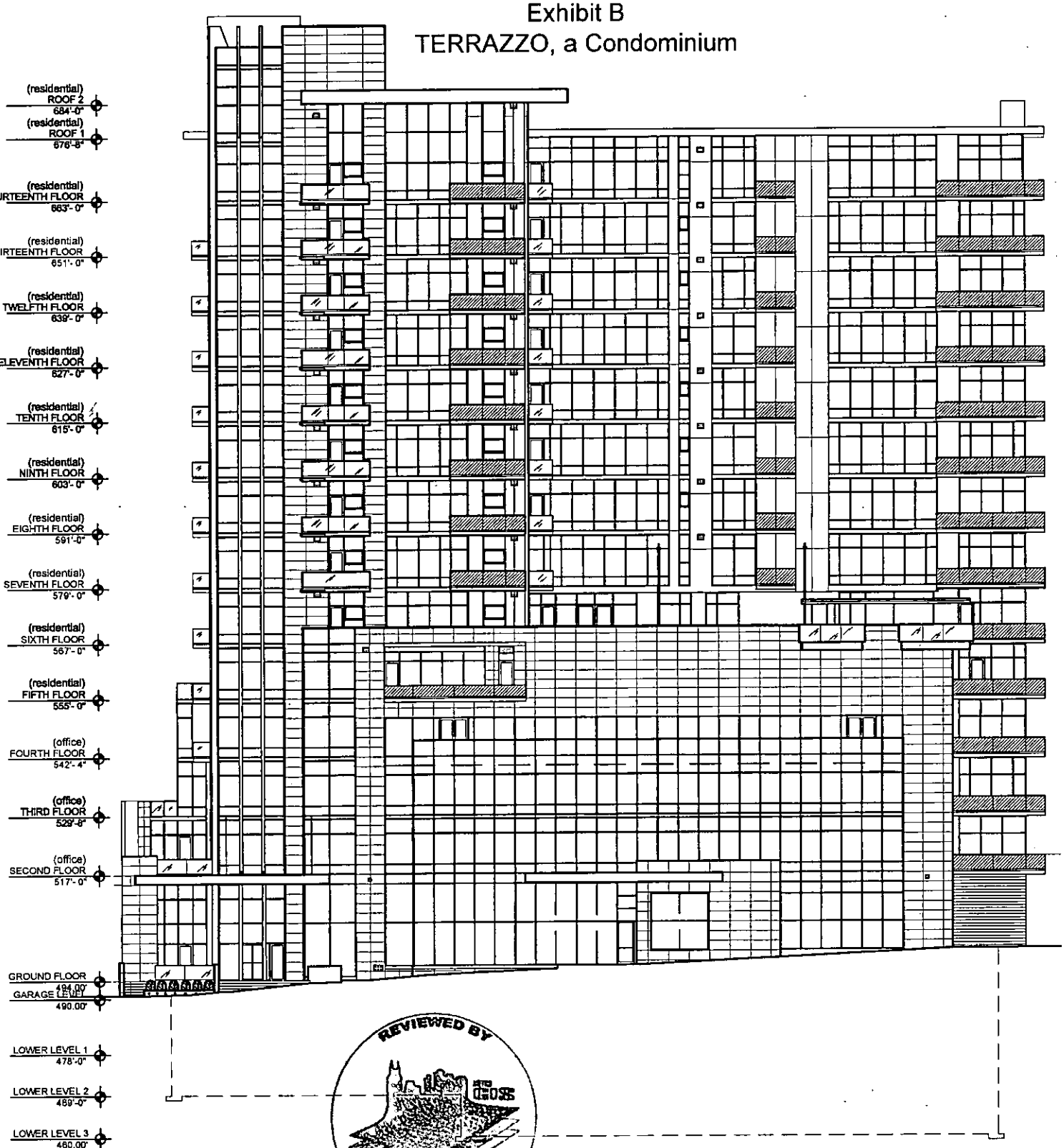


Sheet 23 of 25

1 ROOF PLAN

0 10' 30' 60'

Exhibit B
TERRAZZO, a Condominium

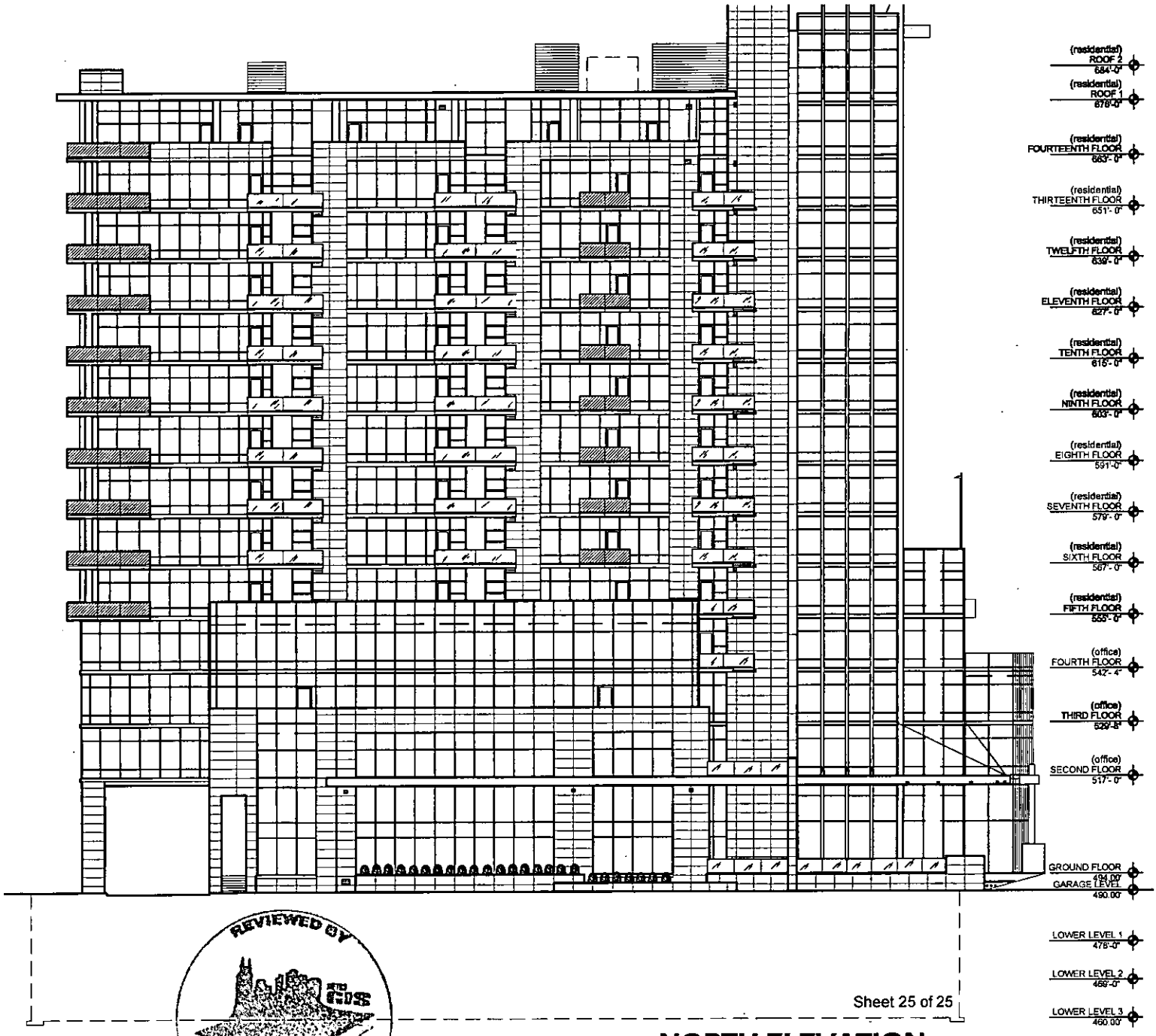


REVIEWED BY METRO

Marie S. Slarke 12-22-08

1 WEST ELEVATION

Exhibit B
TERRAZZO, a Condominium



REVIEWED BY GIS
Mapping

Marcus D. Stahr
12-22-08

Sheet 25 of 25

1 NORTH ELEVATION

Exhibit "C"

Each Unit's Undivided Percentage Interest in the Common Elements and General Common Surplus and Percentage Share of the General Common Expenses

Unit Number	Estimated*** Unit Sq. Ft.	Percentage Share of Common Elements and General Common Expenses
COMMERCIAL		
Unit C 101	7,062	2.8558%
Unit C 102	3,852	1.5577%
Unit C 103	4,512	1.8246%
	15,427	**6.2381%**
OFFICE		
Unit O 201	3,427	1.3858%
Unit O 202	2,418	0.9778%
Unit O 203	3,745	1.5144%
Unit O 204	3,123	1.2629%
Unit O 205	4,262	1.7235%
Unit O 206	3,254	1.3159%
Unit O 207	2,560	1.0352%
Unit O 301	3,427	1.3858%
Unit O 302	1,962	0.7934%
Unit O 303	3,236	1.3086%
Unit O 304	3,423	1.3842%
Unit O 305	4,212	1.7033%
Unit O 306	3,254	1.3159%
Unit O 307	2,560	1.0352%
Unit O 401	3,140	1.2698%
Unit O 402	1,962	0.7934%
Unit O 403	3,236	1.3086%
Unit O 404	3,423	1.3842%
Unit O 405	4,263	1.7239%
Unit O 406	2,561	1.0356%
Unit O 407	2,039	0.8245%
	65,488	**26.5392%**
RESIDENTIAL		
Unit R 501	2,175	0.8795%
Unit R 502	1,032	0.4173%
Unit R 503	999	0.4040%
Unit R 504	885	0.3579%
Unit R 505	1,515	0.6126%
Unit R 506	1,619	0.6547%
Unit R 507	1,150	0.4650%
Unit R 508	891	0.3603%
Unit R 509	1,465	0.5924%
Unit R 510	1,103	0.4460%
Unit R 511	1,907	0.7712%
Unit R 513	1,839	0.7437%
Unit R 601	1,654	0.6689%
Unit R 602	1,032	0.4173%
Unit R 603	999	0.4040%
Unit R 604	885	0.3579%
Unit R 605	1,515	0.6126%

Unit Number	Estimated*** Unit Sq. Ft.	Percentage Share of Common Elements and General Common Expenses
Unit R 606	1,619	0.6547%
Unit R 607	1,150	0.4650%
Unit R 608	891	0.3603%
Unit R 609	919	0.3716%
Unit R 610	1,423	0.5754%
Unit R 611	934	0.3777%
Unit R 613	1,522	0.6155%
Unit R 701	1,654	0.6689%
Unit R 702	1,032	0.4173%
Unit R 703	999	0.4040%
Unit R 704	885	0.3579%
Unit R 705	1,515	0.6126%
Unit R 706	1,619	0.6547%
Unit R 707	1,150	0.4650%
Unit R 708	891	0.3603%
Unit R 709	1,465	0.5924%
Unit R 710	1,103	0.4460%
Unit R 711	2,090	0.8452%
Unit R 712	1,320	0.5338%
Unit R 713	1,617	0.6539%
Unit R 801	1,654	0.6689%
Unit R 802	1,032	0.4173%
Unit R 803	999	0.4040%
Unit R 804	885	0.3579%
Unit R 805	1,515	0.6126%
Unit R 806	1,619	0.6547%
Unit R 807	1,150	0.4650%
Unit R 808	891	0.3603%
Unit R 809	1,465	0.5924%
Unit R 810	1,103	0.4460%
Unit R 811	2,090	0.8452%
Unit R 812	1,320	0.5338%
Unit R 813	1,617	0.6539%
Unit R 901	3,131	1.2661%
Unit R 911	1,032	0.4173%
Unit R 912	999	0.4040%
Unit R 913	885	0.3579%
Unit R 1002	1,515	0.6126%
Unit R 1003	1,619	0.6547%
Unit R 1004	885	0.3579%
Unit R 1005	1,515	0.6126%
Unit R 1006	1,619	0.6547%
Unit R 1007	1,150	0.4650%
Unit R 1008	891	0.3603%
Unit R 1009	1,465	0.5924%
Unit R 1010	1,103	0.4460%
Unit R 1011	2,090	0.8452%
Unit R 1012	1,320	0.5338%
Unit R 1013	1,617	0.6539%
Unit R 1101	3,131	1.2661%
Unit R 1102	1,411	0.5706%

Unit Number	Estimated*** Unit Sq. Ft.	Percentage Share of Common Elements and General Common Expenses
Unit R 1104	1,504	0.6082%
Unit R 1105	1,515	0.6126%
Unit R 1106	1,619	0.6547%
Unit R 1107	1,150	0.4650%
Unit R 1108	891	0.3603%
Unit R 1109	1,465	0.5924%
Unit R 1110	1,103	0.4460%
Unit R 1111	2,090	0.8452%
Unit R 1112	1,320	0.5338%
Unit R 1113	1,617	0.6539%
Unit R 1202	1,411	0.5706%
Unit R 1204	1,504	0.6082%
Unit R 1205	1,515	0.6126%
Unit R 1206	1,619	0.6547%
Unit R 1207	1,150	0.4650%
Unit R 1208	891	0.3603%
Unit R 1209	1,465	0.5924%
Unit R 1210	1,103	0.4460%
Unit R 1211	2,090	0.8452%
Unit R 1212	1,320	0.5338%
Unit R 1213	1,617	0.6539%
Unit R 1401	3,056	1.2358%
Unit R 1402	2,439	0.9863%
Unit R 1404	2,519	1.0187%
Unit R 1405	1,466	0.5928%
Unit R 1406	1,619	0.6547%
Unit R 1407	1,150	0.4650%
Unit R 1408	891	0.3603%
Unit R 1409	1,465	0.5924%
Unit R 1410	1,103	0.4460%
Unit R 1411	2,090	0.8452%
Unit R 1412	1,320	0.5338%
Unit R 1413	3,145	1.2718%
Unit R 1505	1,286	0.5200%
Unit R 1507	1,150	0.4650%
Unit R 1508	891	0.3603%
Unit R 1509	1,465	0.5924%
Unit R 1510	1,103	0.4460%
Unit R 1511	2,090	0.8452%
Unit R 1512	1,320	0.5338%
	166,375	**67.2799%**

*** For Office and Commercial Units, the above chart indicates estimated rentable square feet (as measured by the American National Standard Method of Measuring Floor Area in Office Buildings, EONS Z65.1-1996, published by the Building Owners and Managers Association International.

For Residential Units, the estimated square feet is measured from center to center of demising walls between units and to the outside face of the exterior wall (stone or glass) and to the corridor face of the corridor wall establishing gross square footage of each.

Exhibit "C-1"

Each Residential Unit's Percentage Share of the Residential Common Expenses and Residential Common Surplus

Residential Unit Number	Estimated Unit Sq. Ft.	Percentage Share of Residential Common Expenses
Unit R 501	2,175	0.8795%
Unit R 502	1,032	0.4173%
Unit R 503	999	0.4040%
Unit R 504	885	0.3579%
Unit R 505	1,515	0.6126%
Unit R 506	1,619	0.6547%
Unit R 507	1,150	0.4650%
Unit R 508	891	0.3603%
Unit R 509	1,465	0.5924%
Unit R 510	1,103	0.4460%
Unit R 511	1,907	0.7712%
Unit R 513	1,839	0.7437%
Unit R 601	1,654	0.6689%
Unit R 602	1,032	0.4173%
Unit R 603	999	0.4040%
Unit R 604	885	0.3579%
Unit R 605	1,515	0.6126%
Unit R 606	1,619	0.6547%
Unit R 607	1,150	0.4650%
Unit R 608	891	0.3603%
Unit R 609	919	0.3716%
Unit R 610	1,423	0.5754%
Unit R 611	934	0.3777%
Unit R 613	1,522	0.6155%
Unit R 701	1,654	0.6689%
Unit R 702	1,032	0.4173%
Unit R 703	999	0.4040%
Unit R 704	885	0.3579%
Unit R 705	1,515	0.6126%
Unit R 706	1,619	0.6547%
Unit R 707	1,150	0.4650%
Unit R 708	891	0.3603%
Unit R 709	1,465	0.5924%
Unit R 710	1,103	0.4460%
Unit R 711	2,090	0.8452%
Unit R 712	1,320	0.5338%
Unit R 713	1,617	0.6539%
Unit R 801	1,654	0.6689%
Unit R 802	1,032	0.4173%
Unit R 803	999	0.4040%
Unit R 804	885	0.3579%
Unit R 805	1,515	0.6126%
Unit R 806	1,619	0.6547%
Unit R 807	1,150	0.4650%
Unit R 808	891	0.3603%

Residential Unit Number	Estimated Unit Sq. Ft.	Percentage Share of Residential Common Expenses
Unit R 809	1,465	0.5924%
Unit R 810	1,103	0.4460%
Unit R 811	2,090	0.8452%
Unit R 812	1,320	0.5338%
Unit R 813	1,617	0.6539%
Unit R 901	3,131	1.2661%
Unit R 902	1,032	0.4173%
Unit R 903	999	0.4040%
Unit R 904	885	0.3579%
Unit R 905	1,515	0.6126%
Unit R 906	1,619	0.6547%
Unit R 907	1,150	0.4650%
Unit R 908	891	0.3603%
Unit R 909	1,465	0.5924%
Unit R 910	1,103	0.4460%
Unit R 911	2,090	0.8452%
Unit R 912	1,320	0.5338%
Unit R 913	1,617	0.6539%
Unit R 1002	1,032	0.4173%
Unit R 1003	999	0.4040%
Unit R 1004	885	0.3579%
Unit R 1005	1,515	0.6126%
Unit R 1006	1,619	0.6547%
Unit R 1007	1,150	0.4650%
Unit R 1008	891	0.3603%
Unit R 1009	1,465	0.5924%
Unit R 1010	1,103	0.4460%
Unit R 1011	2,090	0.8452%
Unit R 1012	1,320	0.5338%
Unit R 1013	1,617	0.6539%
Unit R 1101	3,131	1.2661%
Unit R 1102	1,411	0.5706%
Unit R 1104	1,504	0.6082%
Unit R 1105	1,515	0.6126%
Unit R 1106	1,619	0.6547%
Unit R 1107	1,150	0.4650%
Unit R 1108	891	0.3603%
Unit R 1109	1,465	0.5924%
Unit R 1110	1,103	0.4460%
Unit R 1111	2,090	0.8452%
Unit R 1112	1,320	0.5338%
Unit R 1113	1,617	0.6539%
Unit R 1202	1,411	0.5706%
Unit R 1204	1,504	0.6082%
Unit R 1205	1,515	0.6126%
Unit R 1206	1,619	0.6547%

Residential Unit Number	Estimated Unit Sq. Ft.	Percentage Share of Residential Common Expenses
Unit R 1212	1,320	0.5338%
Unit R 1213	1,617	0.6539%
Unit R 1401	3,056	1.2358%
Unit R 1402	2,439	0.9863%
Unit R 1404	2,519	1.0187%
Unit R 1405	1,466	0.5928%
Unit R 1406	1,619	0.6547%
Unit R 1407	1,150	0.4650%
Unit R 1408	891	0.3603%
Unit R 1409	1,465	0.5924%
Unit R 1410	1,103	0.4460%
Unit R 1411	2,090	0.8452%
Unit R 1412	1,320	0.5338%
Unit R 1413	3,145	1.2718%
Unit R 1505	1,286	0.5200%
Unit R 1507	1,150	0.4650%
Unit R 1508	891	0.3603%
Unit R 1509	1,465	0.5924%
Unit R 1510	1,103	0.4460%
Unit R 1511	2,090	0.8452%
Unit R 1512	1,320	0.5338%
	166,375	**100.0000%**

Exhibit "C-2"

Each Commercial Unit's Percentage Share of the
Commercial Common Expenses and Commercial Common Surplus

Commercial Unit Number	Estimated Unit Sq. Ft.
Unit C 101	7,062
Unit C 102	3,852
Unit C 103	4,512
	15,426

Developer has assigned the right to use the Office/Commercial Garage Area (ie. limited common elements to Office and Commercial Units) such that Limited Common Expenses associated with the Office/Commercial Garage Area shall be allocated 19.0649% to the Commercial Units and 80.9351% to the Office Units.

Exhibit "C-3"

Each Office Unit's Percentage Share of the
Office Common Expenses and Office Common Surplus

Office Unit Number	Estimated Unit Sq. Ft.
Unit O 201	3,427
Unit O 202	2,418
Unit O 203	3,745
Unit O 204	3,123
Unit O 205	4,262
Unit O 206	3,254
Unit O 207	2,560
Unit O 301	3,427
Unit O 302	1,962
Unit O 303	3,236
Unit O 304	3,423
Unit O 305	4,212
Unit O 306	3,254
Unit O 307	2,560
Unit O 401	3,140
Unit O 402	1,962
Unit O 403	3,236
Unit O 404	3,423
Unit O 405	4,263
Unit O 406	2,561
Unit O 407	2,039
	65,487

Developer has assigned the right to use the Office/Commercial Garage Area (ie. limited common elements to Office and Commercial Units) such that Limited Common Expenses associated with the Office/Commercial Garage Area shall be allocated 19.0649% to the Commercial Units and 80.9351% to the Office Units.

Exhibit "D"

BYLAWS
OF
TERRAZZO CONDOMINIUM ASSOCIATION, INC.

A not for profit corporation organized
under the laws of the State of Tennessee

1. Identity. These are the Bylaws of **TERRAZZO CONDOMINIUM ASSOCIATION, INC.** (the "Association"), a not for profit corporation formed under the laws of the State of Tennessee, and organized for the purposes set forth in its Charter filed with the Secretary of State. These Bylaws provide for the self-government of the Association in accordance with the Tennessee Horizontal Property Act, Section 66-27-101, et seq., Tenn. Code. Ann., as it exists on the date the Declaration is filed with the Register's Office of Davidson County, Tennessee (the "Act"), the Charter and the Master Deed and Declaration of Condominium for **Terrazzo, a Condominium** ("Declaration") recorded in the Register's Office of Davidson County, Tennessee.

2. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Charter of the Association as the "Charter". The other terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration or the Act, unless herein provided to the contrary, or unless the context otherwise requires.

3. Members and Voting Members.

   3.1 Qualification for Membership. All Unit Owners of record shall be members of the Association. Accordingly, membership in the Association may be transferred only as an incident to the transfer of the transferor's Condominium Parcel. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a member of the Association. No person holding an interest in a Unit merely as security for the performance of an obligation shall be deemed to be a Unit Owner.

   3.2 Fixing Record Date. For the purpose of determining the identity and address of each Unit Owner entitled to notice of or to vote at any meeting of Members, or in order to make a determination of Unit Owners for any other purpose, the Board of Directors shall fix in advance a date as the record date for such determination ("Record Date"). The Record Date shall not be more than seventy (70) days prior to the date on which the particular action of the Unit Owners is to be taken. When the identity and address of each Unit Owner entitled to vote at any meeting has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new Record Date for the adjourned meeting which it must do if the meeting is more than 90 days after the date fixed for the original meeting.

      (a) Unless the Association receives written notice of any change in the identity or address of a Unit Owner at least five (5) days prior to the mailing, delivery or electronic transmission of the notice of the subject meeting, then the notice to the Unit Owner as of the Record Date shall be effective as to such Unit.

(b) Unless the Association receives written notice of any change in the identity or address of a Unit Owner prior to the Association's receipt of any ballot from such Unit Owner for the election of directors, then the ballot submitted by the Unit Owner as of the Record Date shall be effective as to such Unit.

(c) Unless the Association receives written notice of any change in the identity and address of a Unit Owner prior to the meeting for which the proxy is intended and the successor Unit Owner submits a new proxy or is present in person at the meeting, then the proxy submitted by the Unit Owner as of the Record Date shall be effective as to such Unit.

3.3 Voting.

(a) Number of Votes. Each Residential Unit shall have one (1) indivisible vote. Each Commercial Unit shall have one (1) vote for each 750 square feet of space in the Unit as indicated on Exhibit "C-2" to the Declaration, with any fraction being rounded up. Each Office Unit shall have one (1) vote for each 750 square feet of space in the Unit as indicated on Exhibit "C-3" to the Declaration, with any fraction being rounded up. The votes allocated to a Unit shall be cast by the Voting Member for such Unit. The votes allocated to the Residential Units are referred to as the "Residential Voting Interests;" the votes allocated to the Commercial Units and Office Units are collectively referred to as the "Non-Residential Voting Interests." If a Unit Owner owns more than one Unit, the Voting Member for such Units shall be entitled to cast the number of votes for each Unit owned.

(b) Majority Vote.

(i) Except where otherwise provided by law, the Declaration, the Charter or these Bylaws, the acts approved by a majority of the votes cast by Voting Members present in person or by proxy at a meeting at which a quorum has been attained shall be binding upon all Unit Owners for all purposes.

(ii) As used in these Bylaws, the Charter or the Declaration, the terms "majority of the Unit Owners" and "majority of the Voting Members" shall mean a majority of the votes entitled to be cast by the Voting Members present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained and shall not mean a majority of the Voting Members themselves, or a majority of the Units or a majority of the total votes entitled to be cast by all Voting Members. Similarly, if some greater percentage of Voting Members is required herein, by the Act, or in the Declaration or Charter, it shall mean such greater percentage of the votes of Voting Members and not of the Voting Members themselves or of the Units or of the total votes entitled to be cast by all Voting Members.

(iii) No action shall be taken or decisions made at any meeting of the Owners which will adversely affect the rights and privileges of the Non-

Residential Unit Owners without the prior written consent of Unit Owners holding a majority of the Voting Interests of the Non-Residential Units.

(c) Voting Member. The record owner of each Unit shall designate a Voting Member for the Unit. Ownership of the Unit shall be established by reference to the membership roster for purposes of determining the Voting Member with respect to that Unit. If a Unit is owned by one person, that person shall be deemed to be the Voting Member for such Unit. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall act as the Voting Member for the Unit and the Voting Member shall be designated in a certificate signed by all record owners and filed with the Association. In the event that those persons cannot so decide, no vote shall be cast. When a Unit is owned by a husband and wife (and no other person), they may elect either to file a certificate in the foregoing manner or to be governed by the terms of Subsection 3.3(d). If a Unit is owned by a corporation, limited liability company, general partnership, limited partnership or trust, the Voting Member shall be designated by a certificate signed by an appropriate officer, partner, manager or member or trustee of the entity and filed with the Association. The person designated as the Voting Member need not be a Unit Owner. The certificate shall be filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote(s) for a Unit may be revoked by any record owner of an undivided interest in the Unit.

(d) Failure to File Certificate Designating the Voting Member.

1. Generally. Unit Owners other than the Developer who were required but failed to file a certificate as provided in Section 3.3(c) shall not be considered Voting Members for purposes of determining whether a quorum has been attained at the meeting, nor shall such Unit Owners be permitted to vote at meetings of the Unit Owners on any issue.

2. Voting by Co-Owners. If a Unit is owned by more than one person and the co-Owners have elected not to file a certificate designating one of them or another person as a Voting Member, the presence (in person or by proxy) of any one or more of them at a meeting of the Unit Owners shall be considered to be the presence of a Voting Member for purposes of determining whether a quorum has been attained at the meeting. If more than one of them are present (in person or by proxy), the votes of any one or more of them on any given issue voted upon at that meeting shall be considered the votes of a single Voting Member; provided, however, If a dispute arises between the co-owners as to how the vote shall be cast, they shall lose the right to cast their vote on the matter being voted upon, but their vote shall be continued to be counted for the purpose of determining the existence of a quorum.

(e) Delinquent Owner. No Unit Owner shall be eligible to vote, either in person or by proxy, or to act as a proxy for any other member, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association or if the Unit Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of a Unit Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a majority or a quorum.

3.4 Electronic Transmissions of Notices. Whenever the term "electronic transmission," "electronically transmit," "electronic notice" or terms of similar import is used in the Bylaws, Declaration or Charter, it shall refer to any form of communication not directly involving the physical transmission of paper, but which may be directly reproduced to paper, in a comprehensible and legible form. The Association shall be entitled to electronically transmit notices, proxies and other communications to any Unit Owner who consents in writing to accept electronic notices. Such consent may be revoked at the discretion of the Unit Owner. Electronic notice addresses must be maintained among the official records of the Association, and are to be removed from the official records when permission to receive electronic notices is revoked by member.

4. Meetings.

4.1 Annual Meeting. The annual meeting of the Unit Owners shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the Unit Owners, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of December following the year in which the Declaration is filed.

4.2 Special Meetings. Special meetings of the Unit Owners shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the Voting Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners upon written request of Voting Members holding not less than fifteen (15%) of the total voting interests. Any such written petition by the Voting Members must be submitted to the Association's Secretary. The Secretary shall then verify that Voting Members holding the required voting interests have joined in the petition and shall submit all proper petitions to the President. The President shall then promptly call a special meeting for the purpose stated in the petition setting the date, time and location of the meeting (which is not required to be the date, time or location requested in any petition submitted to the Association), and the Secretary shall send notice of the meeting in accordance with these Bylaws. Any special meeting

called pursuant to written petition shall be set within thirty (30) days of the date of the petition.

4.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit a Unit Owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting, may do so, provided that the Board may require as a condition to speaking that the Unit Owner file a written request with the Secretary of the Association prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to a maximum of five (5) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

(a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound, light or heat emissions;

(b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.

(c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

(d) At least 24 hours prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

4.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of the Unit Owners (annual or special), stating the time and place, the purpose(s) for which the meeting is called and any other matters required by Section 48-57-105, Tenn. Code. Ann. shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be hand delivered, sent by regular mail or electronically transmitted to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting. The delivery, mailing or electronic transmission shall be to the address of the Unit Owner as it appears on the roster of Unit Owners. Where a Unit is owned by more than one person, the Association shall provide notice for meetings and all other purposes to that one address initially identified for that purpose by the Developer and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or if the Unit Owners disagree, notice shall be sent to the address for the Unit at the Condominium Property. The posting and mailing, delivery or electronic transmission of the notice for either special or annual meetings, which notice shall incorporate an identification of agenda items, shall

be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. The Board shall adopt by rule, and give notice to the Unit Owners of, a specific location on the Condominium Property upon which all notices of Unit Owners' meetings shall be posted.

Notice of specific meetings may be waived before or after the meeting. The attendance of any Unit Owner (or person authorized to vote for such Unit Owner), either in person or by proxy, shall constitute such Unit Owner's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association or the manager or other person providing notice of the meeting shall provide a United States Postal Service certificate of mailing or an affidavit of delivery or electronic transmission to be included in the official records of the Association, affirming that notices of meetings were posted and mailed, hand delivered or electronically transmitted to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

4.5 Quorum of Unit Owners. A quorum of the Unit Owners shall be attained by the presence, either in person or by proxy (limited or general), of persons eligible to cast at least 30% of the votes of Voting Members at a duly called meeting of the Unit Owners. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

4.6 Proxies. Votes to be cast at meetings of the Unit Owners may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Proxies may be revoked only by written notice delivered to the Secretary prior to the scheduled commencement date of the meeting. A later dated proxy shall automatically be deemed to invalidate any previously given proxy. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). The holder of a proxy need not be a Unit Owner. If a proxy expressly provides, any proxy holder may appoint, in

writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.

4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Voting Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

4.8 Order of Business. If a quorum has been attained, the order of business at annual meetings of the Unit Owners, and, if applicable, at other meetings of the Unit Owners, shall be:

(a) Call to order by President and collection of ballots not previously cast;

(b) Appointment by the President of a chairman of the meeting (who need not be a Unit Owner or a Director);

(c) Proof of notice of the meeting or waiver of notice;

(d) Appointment of inspectors of election;

(e) Counting of ballots for election of Directors; counting of proxies for proposed resolutions;

(f) Reading of minutes;

(g) Reports of officers;

(h) Reports of committees;

(i) Unfinished business;

(j) New business;

(k) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

4.9 Minutes of Meetings. The Association shall keep minutes of all meetings of Unit Owners which shall be available for inspection by Unit Owners or their authorized representatives and Board members as provided in Article 17 of these Bylaws.

4.10 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of Unit Owners, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by eligible Voting Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Unit Owners at which all Voting Members (or authorized persons) eligible to vote

thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving Voting Members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by eligible Voting Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to all Unit Owners. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

5. Directors.

5.1 Membership. The affairs of the Association shall be governed by a Board of Directors consisting of three (3) natural persons who are 18 years of age or older. Directors may not vote at Board meetings by proxy or by secret ballot.

5.2 Voting Groups. In order to assure representation on the Board of Directors for Residential Unit Owners, Commercial Unit Owners and Office Unit Owners, separate voting groups (individually, a "Voting Group" and collectively, the "Voting Groups") shall be established as follows: (1) those voting interests composed of Residential Unit Owners shall compose a Voting Group (the "Residential Voting Interests"); (2) those voting interests composed of Commercial Unit Owners shall compose a second Voting Group (the "Commercial Voting Interests"); and (3) those voting interests composed of Office Unit Owners shall compose a third Voting Group (the "Office Voting Interests"). The Residential Voting Interests, the Commercial Voting Interests and the Office Voting Interests shall each be entitled to elect one (1) Director.

5.3 Election of Directors. Except for Developer-appointed Board members, Directors shall be elected at the time and place at which the annual meeting is scheduled to occur regardless of whether a quorum is present. Not less than sixty (60) days prior to a scheduled election, the Association shall mail, deliver or electronically transmit to each Unit Owner eligible to vote, a first notice of the date of election, identifying the vacancies on the Board and soliciting nominations from Unit Owners. The Board also may appoint a nominating committee to make nominations. On or before forty (40) days prior to the election, (i) any Unit Owner desiring to a candidate for the Board shall give written notice to the Association of his or her candidacy and the Voting Group which the Unit Owner seeks to represent, and (ii) the nominating committee, if any, shall provide to the Board its recommended nominees.

Not less than fourteen (14) days or more than thirty (30) days prior to the scheduled election meeting, the Association shall then mail, deliver or

electronically transmit a second notice of the meeting to all Unit Owners eligible to vote therein, together with a ballot listing all candidates for their respective Voting Group (including all self-nominated Unit Owners and those nominated by the nominating committee) who provided timely notice to the Association. The election of Directors shall be by written ballot. The Director for each Voting Group shall be decided by a plurality of those votes cast by Unit Owners in the applicable Voting Group. There shall be no cumulative voting. Residential Voting Interests shall be entitled to cast their ballots only for the candidates for the Director position allocated to the Residential Voting Group. Commercial Voting Interests shall be entitled to cast their ballots only for the candidates for Director position allocated to the Commercial Voting Group. The Office Voting Interests shall be entitled to cast their ballots only for the candidates for Director position allocated to the Office Voting Group.

Notwithstanding the provisions of this Section 5.3, an election is not required unless there is more than one candidate for such Director position on the Board.

5.4 Vacancies and Removal.

(a) Any Director elected by the voting interests (other than the Developer) may be recalled and removed, with or without cause. A Director elected by the Residential Voting Interests may only be recalled or removed by majority vote of the Residential Voting Interests and any Director elected by the Commercial Voting Interests may only be recalled or removed by majority vote of the Commercial Voting Interests. Except as to vacancies resulting from removal of a majority of Directors by Voting Members, vacancies in the Board of Directors occurring between annual meetings of Unit Owners shall be filled by a majority vote of the remaining Directors at any Board meeting. In the event of any vacancy in a position elected or appointed by the Developer, the Developer shall be entitled to elect or appoint a replacement without the necessity of any meeting.

(b) The Directors elected or appointed by the Developer shall be subject to removal by the Developer without the necessity of any meeting.

5.5 Term. Prior to the date the Developer relinquishes control of the Association, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until the Director's successor is duly elected and has taken office, or until the Director is removed in the manner elsewhere provided. A Director need not be a Unit Owner or Voting Member. At the first election of Directors where the Unit Owners other than the Developer are entitled to elect a majority of the Directors, the Directors shall be elected for staggered terms as follows: (a) the Directors elected by the Residential Voting Group and the Office Voting Group shall each be elected as Directors for a term of two (2) years; and (b) the Director elected by the Commercial Voting Group shall be elected for a term of one (1) year. At each subsequent election, the term of each Director's service shall commence upon the Director's election and extend until the later of (x) the second annual meeting of the members thereafter or (y) until such Director's successor is duly elected and has taken office, unless the Director is removed in the manner elsewhere provided. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during

which he may serve. Any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

5.6 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within fifteen (15) days of their election or appointment. The Directors calling the organizational meeting shall give at least three (3) days advance notice thereof, stating the time and place of the meeting.

5.7 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, hand delivery, telephone or electronic transmission and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules adopted by the Board. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. Notwithstanding the foregoing, written notice of any meeting of the Board at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed or approved, shall be mailed, delivered or electronically transmitted to all Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or where required by the Act.

5.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

5.9 Quorum of Directors. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the

Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Charter or these Bylaws. Notwithstanding anything in the foregoing to the contrary, (i) no action shall be taken or decisions made at any meeting of the Board of Directors which will adversely affect the rights and privileges of the Commercial Unit Owners unless such action is approved by the Director elected by the Commercial Voting Interests; (ii) no action shall be taken or decisions made at any meeting of the Board of Directors which will adversely affect the rights and privileges of the Office Unit Owners unless such action is approved by the Director elected by the Commercial Voting Interests; and (iii) no action shall be taken or decisions made at any meeting of the Board of Directors which will adversely affect the rights and privileges of the Residential Unit Owners unless such action is approved by the Director elected by the Residential Voting Interests.

5.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).

5.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

5.12 Presiding Officer. The presiding officer at the Directors' meeting shall be the President (who may, however, designate any other Director or officer to preside).

5.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

(a) Proof of due notice of meeting;

(b) Reading and disposal of any unapproved minutes;

(c) Reports of officers and committees;

(d) Election of officers;

(e) Unfinished business;

(f) New business;

(g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

5.14 Minutes of Meetings. The Association shall keep minutes of all meetings of the Board of Directors, which shall be available for inspection by Unit Owners or their authorized representatives and Board members as provided in Article 17 of these Bylaws. The vote or abstention of each Director on each issue voted on by the Board at a meeting shall be reflected in the minutes of such meeting.

5.15 Committees. The Board may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.

5.16 Developer Control of Board. Notwithstanding anything to the contrary contained in this Article 5 or otherwise, the Board shall consist of three Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall be entitled to appoint the Director for a Voting Group until such time as the Developer has conveyed 80% of the Units within a particular Voting Group. For example, when the Developer has conveyed 80% of the Residential Units to persons other than the Developer, the Residential Unit Owners shall be entitled to elect the Director for the Residential Voting Group.

Within seventy-five (75) days after the Unit Owners in a particular Voting Group are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so.

Unit Owners are entitled to elect not less than a majority of the members of the Board of Directors: (a) three months after 80% of the Units in each of two (2) separate Voting Groups have been conveyed to Unit Owners other than the Developer; or (b) seven (7) years after recordation of the Declaration, whichever occurs first. The Developer may transfer control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners to elect Directors for a majority of the Voting Groups and assume control of the Association. Provided the Developer gives at least seventy-five (75) days' notice of its decision to cause its appointees to resign to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

At the time the Unit Owners elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and such Unit Owners shall accept control. At that time (except as to the items identified in subsection (a), which may be delivered 120 days thereafter), Developer shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer and the official book and records of the Association identified in Article 17, at Developer's expense, together with the following items, if applicable to the Condominium:

(a) The financial records, including financial statements of the Association, and source documents from the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted auditing standards. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments.

(b) Association funds or the control thereof.

(c) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

(d) A copy of the plans and specifications utilized in the construction of the Improvements and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property.

(e) Copies of any certificates of occupancy which may have been issued for the Condominium Property.

(f) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

6. Authority of the Board.

6.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Charter or these Bylaws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining all Common Elements and the Association Property.

(b) Determining the expenses required for the operation of the Association and the Condominium; preparing and adopting a budget.

(c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property.

(d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium and Association Property,

subject to the right of the Unit Owners to overrule the Board as provided in Article 15.

(e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its Unit Owners. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.

(g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association, or its designee.

(h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association or its designee.

(i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

(j) Obtaining and reviewing insurance for the Condominium and Association Property.

(k) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

(m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of Unit Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. Fines shall become a lien upon a Unit upon the recordation of a Notice of Lien by the Association. The hearing must be held before a committee of other Unit Owners.

(n) Borrowing money, executing promissory notes and other evidences of indebtedness and giving as security therefor mortgages and security interests in property owned by the Association, if any, subject to the limitations, if any, set forth in the Declaration. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to the authority contained in this subparagraph 6.1(n) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the

Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Unit.

(o) Contracting for the management and maintenance of the Condominium and Association Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Charter, these Bylaws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(p) At its discretion authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private use and imposing reasonable charges for such private use.

(q) Exercising (i) all powers specifically set forth in the Declaration, the Charter, and these Bylaws, (ii) all powers incidental thereto or reasonably implied to effect the purposes of the Association, and (iii) all other powers of a Tennessee corporation not for profit.

(r) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

7. Officers.

7.1 Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by the vote of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Unit Owners or Voting Members.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

7.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Unit Owners. The Secretary shall attend to the giving of all notices to the Unit Owners and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those maintained by the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

7.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 5.16 hereof and by law.

8. Fiduciary Duty. The officers and Directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, Director or manager shall solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family from any person providing or proposing to provide goods or services to the Association. Notwithstanding the foregoing, this Article shall not prohibit an officer, Director or manager from accepting services or items received in connection with trade fairs or education programs.

9. Compensation. Directors and officers shall not be compensated for services as such unless and only to the extent that compensation is authorized by a majority of the Voting Members. This provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude the Association from contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be reimbursed for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties. Directors and officers also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed, not to exceed a value of One Hundred Dollars ($100) per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meetings shall not be considered compensation.

10. Conflicts of Interest. Nothing herein shall prohibit a director or officer from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director or officer, provided that the interest of the director or officer is disclosed to the Board and the contract is approved by a majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director or officer

shall be entitled to be present at any meeting at which the proposed contract is discussed but shall not be entitled to participate in the discussion of the proposed contract.

11. Resignations. Any Director or officer may resign his post at any time by written resignation delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

12. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Charter shall be supplemented by the following provisions:

12.1 Budget; Adoption by Board. The Board of Directors shall from time to time, and at least annually, prepare and adopt a proposed annual budget of Common Expenses (General, Residential and Commercial) which shall include all anticipated expenses for operation, maintenance and administration of the Condominium, and for all of the unpaid operating expenses previously incurred, determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains Limited Common Elements with the cost to be shared only by those entitled to use the Limited Common Elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance.

12.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 11.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

12.3 Special Assessments. Special Assessments shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected

pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners, applied as a credit towards future Assessments, or deposited in the reserve account.

12.4 Depository. The depository of the Association shall be such bank or banks in the State of Tennessee as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance.

12.5 Acceleration of Installment Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the balance of the current budget year's Assessments upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the current budget year's Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.

12.6 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

12.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times on reasonable notice. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Within ninety (90) days following the end of the fiscal year, the Board shall mail, deliver or electronically transmit to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months.

12.8 Financial Review. The accounts of the Association shall be audited as a Common Expense by an independent certified public accountant selected by the Board after the close of each fiscal year. Such audited statement shall be made available to the Unit Owners absent circumstances beyond the control of the Board, within one hundred twenty (120) days of the Association's fiscal year end.

12.9 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these Bylaws and in the Declaration or as otherwise determined by the Board.

12.10 Fiscal Year. The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.

13. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the Record Date shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Unit Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

14. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of Unit Owners or Directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Charter or these Bylaws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.

15. Amendments. Except as may be provided in the Declaration to the contrary, these Bylaws may be amended in the following manner:

15.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

15.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by Voting Members holding not less than one-third (1/3) of the votes of the Association. Directors and Voting Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The proposed amendment must be approved by not less than two-thirds of the votes cast by Voting Members, present in person or by proxy at a duly called meeting of Unit Owners. Notwithstanding the foregoing, the following amendments may be made by the Developer alone during the time the Developer has the right to elect a majority of the Board of Directors of the Association and by the Board of Directors thereafter without the necessity of a vote of the Voting Members: amendments to correct any scrivener's errors or to make other nonmaterial changes; to comply with applicable federal, state or local laws; or to bring the Condominium into compliance with the applicable rules and regulations of the Federal National Mortgage Association ("FNMA"), Department of Housing and Urban Development ("HUD") and Veterans Administration ("VA").

15.3 Scrivener's Errors. Notwithstanding the foregoing, the following amendments may be made by the Developer alone during the time the Developer has the right to elect a majority of the Board of Directors of the Association and by the Board of Directors thereafter without the necessity of a vote of the Voting Members:

amendments to correct any scrivener's errors or to make other nonmaterial changes; to comply with applicable federal, state or local laws; or to bring the Condominium into compliance with the applicable rules and regulations of the Federal National Mortgage Association ("FNMA"), Department of Housing and Urban Development ("HUD") and Veterans Administration ("VA").

15.4 Proviso. Notwithstanding anything to the contrary in these Bylaws, no amendment to these Bylaws shall be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities of (i) the Non-Residential Units, without the prior written consent of Unit Owners holding a majority of the Voting Interests of the Non-Residential Units in each instance; or (ii) the Developer without the prior written consent of the Developer in each instance. No amendment shall be made that is in conflict with the Charter or Declaration. No amendment to this Section shall be valid.

15.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with a reference in the amendment to the Official Records Book and Page of said Public Records where the Declaration is recorded.

16. Rules and Regulations. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Unit Owners may overrule the Board with respect to any such modifications, amendments or additions by not less than 75% of the votes cast by Voting Members present in person or by proxy at a duly called meeting of Unit Owners. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

17. Books and Records. From the inception of the Association, the Association shall maintain for the Condominium, a copy of each of the following, where applicable, which shall constitute the official books and records of the Association:

(a) A copy of the recorded Declaration of Condominium and all amendments thereto;

(b) A copy of the recorded Bylaws of the Association and all amendments thereto;

(c) A certified copy of the Charter of the Association or other documents creating the Association and all amendments thereto;

(d) A copy of the current Rules and Regulations of the Association;

(e) A book containing the minutes of all meetings of the Board and of Unit Owners, which minutes shall be retained for a period of not less than three (3) years. The minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

(f) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers and electronic mail addresses;

(g) All current insurance policies of the Association and of all Condominiums operated by the Association;

(h) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;

(i) Accounting records for the Association and the Condominium. All accounting records shall be maintained for a period of not less than three (3) years. The accounting records shall include, but not be limited to:

(i) Accurate, itemized, and detailed records for all receipts and expenditures in compliance with Section 66-27-113 of the Act.

(ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.

(iii) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

The official books and records of the Association shall be maintained in the County in which the Condominium is located, or if in another county, then within twenty five (25) miles of the Condominium. The records of the Association shall be made available to a Unit Owner within ten (10) working days after receipt of written request by the Board or its designee.

The official records of the Association shall be open to inspection by any Unit Owner or the authorized representative of such Unit Owner at reasonable times and on reasonable notice. The right to inspect the records includes the right to make or obtain copies, at reasonable expense, if any, of the Unit Owner. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Charter, Bylaws and rules, and all amendments to the foregoing, to ensure their availability to Unit Owner and prospective purchasers. The Association may charge a reasonable fee for preparing and furnishing these documents to those persons requesting same.

Notwithstanding anything to the contrary, the Board may limit or preclude inspection of confidential or privileged documents, including without limitation the following:

attorney/client privileged communications, any record protected by the work-product privilege, including any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of civil or criminal litigation or adversarial administrative proceedings; information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a Unit; medical records of Unit Owner; and executive session meeting minutes.

18. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

19. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

20. Supremacy. These Bylaws are set forth to comply with the requirements of the Act. For purposes of the Act, the provisions contained in the Declaration dealing with the administration or maintenance of the Association or Condominium Property or the collection or payment of Common Expenses shall be deemed to be part of these Bylaws. In case any of these Bylaws conflict with the provisions of the Act, it is hereby agreed and accepted that the provisions of the Act will apply. In the event of any conflict among the Bylaws, Charter, Declaration or the Act, the Act shall control, followed by the Declaration, Charter and then these Bylaws.

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Exhibit "E"

CHARTER OF INCORPORATION

FOR

TERRAZZO CONDOMINIUM ASSOCIATION, INC.

Pursuant to the provisions of Section 48-52-101 of the Tennessee Nonprofit Corporation Act, as amended, the undersigned, acting as the incorporator of a nonprofit corporation under the Tennessee Nonprofit Corporation Act, adopts the following charter for such corporation:

1. **Name.** The name of the corporation shall be **TERRAZZO CONDOMINIUM ASSOCIATION, INC.** (the "Association"). For convenience, the corporation shall be referred to in this instrument as the "Association", this Charter as the "Charter", and the Bylaws of the Association as the "Bylaws."

2. **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to the Act for the operation, maintenance, management and administration of that certain condominium located in Davidson County, Tennessee, known as TERRAZZO, A CONDOMINIUM (the "Condominium"). The Association shall be a membership corporation without certificates or shares of stock. The Association is a mutual benefit corporation and is not organized for profit. The Association is not a religious corporation.

3. **Definitions.** The terms used in this Charter shall have the same definitions and meanings as those set forth in the Master Deed and Declaration of Condominium for Terrazzo, as Condominium, ("Declaration") to be filed with the Register's Office of Davidson County, Tennessee, unless herein provided to the contrary, or unless the context otherwise requires.

4. **Principal Office.** The principal office and mailing address of the Association shall be at 401 Church Street, Suite 3000, Nashville, Tennessee 37219, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Tennessee Horizontal Property Act as it exists on the date the Declaration is filed with the Register's Office of Davidson County, Tennessee (the "Act").

5. **Members.**

(a) Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.

(b) Voting. The voting interests for each Unit are set forth in the Declaration or Bylaws. All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

6. **Initial Registered Agent.** The name of the Association's initial registered agent is C. Mark Carver. The street address of the Association's initial registered office in Tennessee is 424 Church Street, Suite 2000, Nashville, Tennessee 37219.

7. **Incorporator.** The name and address of the incorporator is Scott W. Fielding, 424 Church Street, Suite 2000, Nashville, Tennessee 37219.

8. **Not For Profit.** The Association is a not for profit corporation. The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its members. In way of explanation and not of limitation, the purposes for which the Association is formed are (a) to serve as the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the Declaration, this Charter, the Bylaws of the Association (the "Bylaws"), or as provided by law; and (b) to provide an entity for the furtherance of the interests of the owners of Units in the Condominium described in the Declaration.

The activities of the Association shall be conducted in such a manner that no part of its net earnings will inure to the benefit of its directors, officers or other persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein or the Declaration. The Association shall not issue certificates of stock. Nor shall the Association pay a dividend to its members or make distributions of income to its members, Directors or officers, unless otherwise authorized by the Tennessee Nonprofit Corporation Act.

9. **Powers.** The powers of the Association shall include following powers, which, unless indicated otherwise by the Declaration or Bylaws, may be exercised by the Board of Directors of the Association:

(a) General. The Association shall have all of the common law and statutory powers of a not for profit corporation under the laws of Tennessee, except as expressly limited or restricted by the terms of this Charter, the Declaration, the Bylaws or the Act.

(b) Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by this Charter, the Declaration and Bylaws (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the Bylaws.

(c) Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, this Charter and the Bylaws.

(d) Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and Bylaws.

10. **Term of Existence**. The Association shall have perpetual existence.

11. **Directors and Officers**.

(a) Directors. The affairs of the Association shall be governed by a Board of Directors. The number, qualification, method of election and term of office, removal and filling of vacancies shall be as set forth in the Bylaws. All of the duties and powers of the Association existing under the Act, the Declaration, this Charter and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to

approval by Unit Owners when such approval is specifically required. The Board may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine. The initial Board of Directors shall be composed of the following individuals:

William Cy Barkley
Crosland Tennessee
401 Church Street, Suite 3000
Nashville, TN 37219

Gerald Goldman
2000 Avenue of the Stars, 11th Floor
Los Angeles, CA 90067

Daniel Millman
2000 Avenue of the Stars, 11th Floor
Los Angeles, CA 90067

(b) Officers. The affairs of the Association may be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers.

(c) Standards. Each Director and officer shall discharge his duties as a director or officer, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director or officer has knowledge concerning a matter in question that makes reliance unwarranted, a Director or officer, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director or officer reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director or officer reasonably believes are within the persons' professional or expert competence; or a Committee if the Director or officer reasonably believes the Committee merits confidence.

(d) Exculpation. To the fullest extent permitted by the Tennessee Nonprofit Corporation Act as in effect on the date hereof and as hereafter amended from time to time, a Director or officer is not liable for any action taken as a Director or officer, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards. If the Tennessee Nonprofit Corporation Act or any successor statute is amended after the adoption of this provision to authorize corporate action further eliminating or limiting the personal liability of directors or officer, then the liability of a director or officer of the Association shall be eliminated or limited to the fullest extent permitted by the Tennessee Nonprofit Corporation Act, as so amended from time to time. Any repeal of or amendment to this Article 11 shall not adversely affect any right or protection of a director or officer of the Association existing at the time of such repeal or modification or with respect to events occurring prior to such time.

12. **Indemnification**

(a) Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by the Association) by reason of the fact that he is or was a Director, officer, employer or agent (each, an "Indemnitee") of the Association against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association.

(b) Indemnification. The Association shall indemnify any person who was or is a party to any proceeding by the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this Section in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) Indemnification for Expenses. To the extent that a Director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Section 12(a) or 12(b), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

(d) Determination of Applicability. Any indemnification under Section 12(a) or Section 12(b), unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 12(a) or Section 12(b). Such determination shall be made:

(i) By the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such proceeding;

(ii) If such a quorum is not obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which Directors who are parties may vote on the members of the Committee) consisting solely of two or more Directors who are not at the time parties to the proceeding;

(iii) By independent legal counsel selected:

1. by the Board of Directors prescribed in paragraph (a) or the Committee prescribed in paragraph (b); or

2. if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), then by a majority of the voting interests of the Voting Members of the Association who were not parties to such proceeding.

(e) Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by subsection 12(d)(iii) shall evaluate the reasonableness of expenses and may authorize indemnification.

(f) Advancing Expenses. Expenses incurred by an officer or Director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such Director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

(g) Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this Article 12 are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its Directors, officers, employees, or agents, under any bylaw, agreement, vote of Unit Owners or disinterested Directors, or otherwise. However, indemnification or advancement of expenses shall not be made to or on behalf of any Director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(i) A violation of the criminal law, unless the Director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

(ii) A transaction from which the Director, officer, employee, or agent derived an improper personal benefit; or

(iii) Willful misconduct or a conscious disregard for the best interests of the Association, or liability to the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

(h) Continuing Effect. Indemnification and advancement of expenses as provided in this Article 12 shall continue to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

(i) Application to Court. Notwithstanding the failure of the Association to provide indemnification in any specific case, a Director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court ordered indemnification or advancement of expenses, if it determines that:

(i) The Director, officer, employee, or agent is entitled to mandatory indemnification under Section 12(c), in which case the court shall also order the Association to pay the Director reasonable expenses incurred in obtaining court ordered indemnification or advancement of expenses;

(ii) The Director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to Section 12(g); or

(iii) The Director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in Section 12(a), 12(b) or 12(g).

(j) Definitions. For purposes of this Article 12, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a Director, officer, employee or agent of the Association that imposes duties on such person.

(k) Amendment. Anything to the contrary herein notwithstanding, no amendment to the provision of this Article 12 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

13. Bylaws. The initial Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

14. Amendments. Amendments to this Charter shall be proposed and adopted in the following manner:

(a) Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in the Tennessee Nonprofit Corporation Act. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

(b) Adoption. Amendments shall be proposed and adopted in the manner provided in the Tennessee Nonprofit Corporation Act and in the Act.

(c) Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor, any changes in Sections 9(b), 9(c), and 9(d) of Article 9, entitled "Powers", without the approval of at least sixty-six and two-thirds (66 2/3%) of the voting interests of the Voting Members present in person or by proxy at a duly called meeting of the Association. All amendments to this Charter other than the foregoing shall require the approval of a majority of the voting interests of the Voting Members present in person or by proxy at a duly called meeting of the Association. Notwithstanding anything to the contrary in this Charter, no amendment to this Charter shall be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities of (i) the Non-Residential Units, without the prior written consent of Unit Owners holding a majority of the Voting Interests of the Non-Residential Units in each instance; or (ii) the Developer without the prior written consent of the Developer in each instance. No amendment to this Section 14(c) shall be effective.

(d) Developer Amendments. To the extent lawful, the Developer may amend this Charter consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

(e) Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Tennessee law, and a copy certified by the Secretary of State shall be filed in the Register's Office of Davidson County, Tennessee with a reference to the Instrument Number of the Declaration which contained, as an exhibit, this Charter.

15. Dissolution. Upon the dissolution of the Association, all assets of the Association shall be distributed to a non-profit organization with purposes similar to those of the Association. Such organization to be chosen by the Board of Directors of the Association as part of the plan of dissolution of the Association.

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Exhibit "F"

RULES AND REGULATIONS
FOR
TERRAZZO, A CONDOMINIUM

1. Defined Terms. Any capitalized terms not otherwise defined in these Rules and Regulations shall have the meanings ascribed to such terms in the Master Deed and Declaration of Condominium for Terrazzo ("Declaration").

2. No Obstructions. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed or used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.

3. Personal Property. The personal property of Unit Owners and Occupants must be stored in their respective Units or storage spaces, if any.

4. Employees. Employees of the Association or management company shall not to be sent out by Unit Owners or Occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

5. Signs. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed by any Owner or Occupant in, on or upon any part of the outside of the Unit or Building or on corridor walls or doors or mounted on the inside of any windows or within the interior of the Unit, if visible from the exterior of the Building, except signs for Non-Residential Space pursuant to an express signage license as permitted by the Declaration and approved by the Developer or the Association, as applicable. Signs for any Commercial Unit or Office Unit shall conform to Building standards and shall, at Owner or Occupant's expense, be inscribed, painted, or affixed for Owner or Occupant by sign makers approved or retained by the Association. No temporary or portable signs shall be permitted on the sidewalks adjacent to the Condominium without the prior written approval of the Association.

6. Plumbing Fixtures. The sinks, toilets, bathtubs, water fountains and other plumbing fixtures shall not be used for any purpose other than those for which they were intended, and no sweepings, rubbish, rags, or other substances shall be thrown in them. All damage resulting from any misuse of fixtures shall be borne by the Unit Owner or Occupant who, or whose employees, agents, invitees, or guests, shall have caused the damage.

7. Balconies, Terraces. No enclosures and/or articles other than patio furniture specified or approved by the Association shall be erected or placed on the balconies, terraces or other Common Elements. No linens, cloths, clothing, bathing suits and/or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium.

8. Falling Items. No Unit Owner or Occupant shall (a) permit anything to fall from a window, door, balcony, terrace or other portion of the Condominium Property, or (b) sweep or throw any dirt, water or other substance from any window, door, balcony, terrace or other part of the Common Elements.

9. Awnings. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls, terrace, patio, balcony or roof of the Building or other Common Elements, without the prior written consent of the Board of Directors of the Association, unless installed by the Association or Developer.

10. Antennae. No exterior radio, television, telephone or data reception antenna or any exterior wiring for any purpose may be installed on the roof or exterior walls of the Unit or on the Building without the prior written consent of the Association in each instance.

11. Barbecue Grills. No barbecue grills will be permitted in the Office Units or Residential Units. No barbecue grills will be permitted on the balcony or terraces of Office Units or Residential Unit, except for electric grills. Use of barbeque grills shall only be allowed in areas designated as safe and appropriate by the Board of Directors. The use of such grills shall be subject to such applicable laws and reasonable rules and regulations as may be now or subsequently enacted or amended from time to time by the Board of Directors.

12. Film in Windows. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

13. Reimbursement of Association Expenses. Whenever a Unit Owner or Occupant shall submit to the Association any plan, agreement, assignment, sublease, or other document for the Association's consent or approval, the Unit Owner shall reimburse the Association, on demand, for the actual out-of-pocket costs for the services of any architect, engineer, attorney or other consultant retained by the Association to review or prepare the plan, agreement, assignment, sublease, consent, or other document, and pay the Association a Building standard administrative fee for its services relating to the consent or approval.

14. Pets. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following and Section 17.7 of the Declaration.

(a) Dogs and cats shall not be permitted outside of their Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes, if any. In no event shall a dog or cat be allowed to be walked or taken on or about any recreational facilities serving the Residential Units. All pets shall be transported to and from the Owner's Unit on the service elevator rather than the passenger elevators. Upon request of any resident, each Unit Owner shall be deemed to agree to leave any elevator with his or her pet and wait for another elevator.

(b) Unit Owners shall immediately pick up all messes and solid wastes from their pets and dispose of same appropriately.

(c) Each Unit Owner shall be responsible for all damage caused by his or her pet.

(d) Pets may not play or exercise in the corridors, stairwells or other portions of the Condominium Property, other than the Owner's Unit.

(e) Each Unit Owner agrees to underwrite the cost of necessary exterminator measures in the Owner's Unit or others if the Unit Owner's pet is responsible for the infestation of the building or portions thereof.

(f) Each Unit Owner agrees to restrain its pet in an appropriate manner should it be requested either for cause or the result of a justifiable request from the Association (i.e., muzzled when going through public areas).

(g) Pets that are vicious, noisy or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet and the pet must be removed from the Condominium Property within three (3) days.

15. Restrictions on Activity in Office Units. No Office Unit shall be used for the distribution or for the storage of merchandise or for the sale at auction or otherwise of merchandise, goods, or property of any kind.

16. No Interference. No Owner or Occupant shall make or permit to be made any unseemly or disturbing noises, or electromagnetic or radio interference, or vibrations, or disturb or interfere with Owners or Occupants of the Building or owners or tenants of a neighboring building or those having business with them, or interfere with equipment of the Association, Owners or Occupants of the Building, whether by the use of any musical instrument, radio, television, machines or equipment, unmusical noise, whistling, singing, or in any other way, including use of any wireless device or equipment. No Owner or Occupant shall throw anything out of the doors or windows or down the corridors, stairwells, or elevator shafts of the Building.

17. Combustible Fluids. No Owner, Occupant or any of their respective employees, agents, invitees, or guests shall at any time bring or keep in the Unit any firearms, inflammable, combustible, or explosive substance or any chemical substance, other than reasonable amounts of cleaning fluids and solvents required in the normal operation of Owner or Occupant's business, all of which shall only be used in strict compliance with all applicable Environmental Laws.

18. Pass Key. The Association shall have a valid pass key to all spaces within the Unit at all times. No additional locks or bolts of any kind shall be placed on any of the doors or windows by Owner or Occupant, nor shall any changes be made in existing locks or the mechanism of the locks, without the prior written consent of the Association and unless and until a duplicate key is delivered to the Association. Each Occupant and each Owner shall deliver to the Association all keys to stores, offices, and toilet rooms, either furnished to or otherwise procured by Owner or Occupant, and in the event of the loss of any keys so furnished, Owner or Occupant shall pay the Association for the replacement cost of them.

19. Deliveries.

(a) All deliveries, removals, or the carrying in or out of any safes, freights, furniture, or bulky matter of any description may be accomplished only with the prior approval of the Association and then only in approved areas, through the approved loading/service area doors, using the service elevator only, and during approved hours. Each Owner or Occupant shall assume all liability and risk concerning its movements. The Association may restrict the location where heavy or bulky matters may be placed inside the Unit. The Association reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight that can or may violate any of these Rules and Regulations or the provisions of the Declaration.

(b) No hand truck shall be used in any space, or in the public halls of the Building, either by Owner or Occupant or by jobbers or others, in the delivery or receipt of merchandise to an Owner or Occupant, except those equipped with rubber tires and side guards. No hand

trucks shall be used in elevators other than the service elevator. All deliveries shall be confined to the service areas and through the approved service entries.

(c) All trucks and delivery vans shall be parked in designated areas only and not parked in spaces reserved for cars. All service doors are to remain closed except during the time that deliveries, garbage removal, or other approved uses are taking place. All loading and unloading of goods shall be done only at the times, in the areas, and through the entrances designated for loading purposes by the Association.

(d) Each Owner and Occupant shall comply with all rules and regulations imposed by the Association as to the delivery of letters, packages, and other items to the Unit by messengers.

(e) Persons moving furniture and other property into and out of Units must notify the Condominium Association in advance. All such moving must be conducted during the following times unless the Association otherwise consents in writing: Mondays through Fridays from 7:00 a.m. to 5:00 p.m. and Saturdays and Sundays from 9:00 a.m. to 5:00 p.m. Moving vans and trucks used for this purpose shall only remain on Condominium Property when actually in use.

20. Additional Use Restrictions. No Owner or Occupant shall, unless otherwise approved by the Association, occupy or permit any portion of a Unit to be occupied as, by, or for a public stenographer or typist, barber shop, bootblacking, beauty shop or manicuring, beauty parlor, telephone or telegraph agency, telephone or secretarial service, messenger service, travel or tourist agency, a personnel or employment agency, commercial document reproduction or offset printing service, retail, wholesale, or discount shop for sale of merchandise, retail service shop, labor union, school, classroom, or training facility, a sports, or recreation facility, an office or facility of a foreign consulate or any other form of governmental or quasi-governmental bureau, department, or agency, including an autonomous governmental corporation, a place of public assembly (including a meeting center, theater, or public forum), a facility for the provision of social welfare or clinical health services, a telemarketing facility, a customer service call center, a firm the principal business of which is real estate brokerage, a company engaged in the business of renting office or desk space, a public finance (personal loan) business, or manufacturing, or any other use that would, in the Association's reasonable opinion, impair the reputation or quality of the Building, overburden any of the Building systems, Garage or other Common Elements (including any use that would create a population density in the Unit which is in excess of the density which is standard for the Building), or otherwise interfere with the operation of the Building, unless the Association expressly grants permission to do so. Owner or Occupant shall not operate or permit to be operated on the Unit any coin or token operated vending machine or similar device (including telephones, lockers, toilets, scales, amusement devices, and machines for sale of beverages, foods, candy, cigarettes, or other goods), except for those vending machines or similar devices that are for the sole and exclusive use of the employees of the Owner or Occupant. No Owner or Occupant shall engage or pay any employees in the Unit, except those actually working for an Owner or Occupant in the Unit, or advertise for labor giving an address at the Unit.

21. Control of Building Image. Owner or Occupant shall not create or use any advertising mentioning or exhibiting any likeness of the Building without the prior written consent of the Association. The Association shall have the right to prohibit any advertising that, in the Association's reasonable opinion, tends to impair the reputation of the Building or its desirability, and on notice from the Association, an Owner or Occupant shall discontinue the advertising.

22. Building Appearance. Owner or Occupant agrees and fully understands that the overall aesthetic appearance of the Building is of paramount importance; thus the Association shall

maintain complete aesthetic control over any and every portion of the Unit visible from outside the Unit including all fixtures, equipment, signs, exterior lighting, plumbing fixtures, shades, awnings, merchandise, displays, art work, wall coverings, or any other object used in Owner or Occupant's business. The Association's control over the visual aesthetics shall be complete and arbitrary. The Association will notify Owner or Occupant in writing of any aesthetic deficiencies and Owner or Occupant will have seven days to correct the deficiencies to the Association's satisfaction.

23. Identification Cards. The Association reserves the right to exclude from the Building all persons who do not present a pass to the Building on a form or card approved by the Association or other identification documentation required by the Association. Each Owner or Occupant shall be responsible for all its employees, agents, invitees, or guests who have been issued a pass at the request of Owner or Occupant and shall be liable to the Association for all acts of those persons.

24. No Lodging in Non-Residential Units. No Commercial Unit or Office Unit shall be used for lodging or sleeping.

25. No Illegal or Disreputable Use. No Unit shall be used for any immoral, disreputable, or illegal purposes, or for any purpose that may be dangerous to life, limb, or property.

26. Repairs to Common Elements. Any maintenance requirements relating to the Common Elements will be attended to by the Association only upon application at the Association's office at the Building. The Association's employees shall not perform any work or do anything outside of their regular duties, unless under specific instructions from the office of the Association.

27. No Solicitation. Canvassing, soliciting, and peddling within the Building is prohibited and each Owner and Occupant shall cooperate to prevent such activities.

28. Ceiling Tiles. If, in the Association's reasonable opinion, the replacement of ceiling tiles in the Common Elements becomes necessary after they have been removed on behalf of an Owner or Occupant by telephone company installers or others, the cost of replacements shall be charged to Owner or Occupant on a per tile basis.

29. Wood Products. All paneling or other wood products not considered furniture that Owner or Occupant shall install in the Unit shall be of fire retardant materials. Before the installation of these materials, Owner or Occupant shall submit to the Association a satisfactory (in the reasonable opinion of the Association) certification of the materials' fire retardant characteristics.

30. Electrical Equipment. No Owner or Occupant shall install, operate, or maintain in the Unit or in any other area of the Building, any electrical equipment that does not bear the U/L (Underwriters Laboratories) seal of approval, or that would overload the electrical system or any part of the system beyond its capacity for proper, efficient, and safe operation as determined by the Association, taking into consideration the overall electrical system and the present and future requirements therefor in the Building. Owner or Occupant shall not furnish any cooling or heating to the Unit, including the use of any electronic or gas heating devices, without the Association's prior written consent.

31. Environmental Matters. Each Owner or Occupant will take all steps necessary to prevent: inadequate ventilation, emission of chemical contaminants from indoor or outdoor sources, or both, or emission of biological contaminants. Owner or Occupant will not allow any unsafe levels of chemical or biological contaminants (including volatile organic compounds) in

the Unit, and will take all steps necessary to prevent the release of contaminants from adhesives (for example, upholstery, wallpaper, carpet, machinery, supplies, and cleaning agents).

32. Weight Limits. No Owner or Occupant shall place a load on any floor of the Unit exceeding the floor load per square foot area that such floor was designed to carry. The Association reserves the right to prescribe the weight limitations and position of all heavy equipment and similar items, and to prescribe the reinforcing necessary, if any, that in the opinion of the Association may be required under the circumstances, such reinforcing to be at Owner or Occupant's expense.

33. Trash Removal; Disposal of Boxes. Each Owner and Occupant shall be responsible for the removal and proper disposition of all crates, oversized trash, boxes, and items termed garbage from the Unit. The corridors and delivery areas are to be kept clear of these items. Each Owner or Occupant shall arrange for the collection of standard items of trash in standard receptacles from its Unit and the transfer of such trash to the trash room or dumpster on the Ground Floor into order to facilitate the removal of trash by the Association. Owner or Occupant shall ensure that liquids are not disposed of in the receptacles. Each Owner or Occupant shall comply with any recycling programs for the Building implemented by the Association from time to time.

34. No Unauthorized Activity on Common Elements. Owner or Occupant shall not conduct any business, loading or unloading, assembling, or any other work connected with Owner or Occupant's business in any Common Elements without the prior written permission of the Association and only on such terms and conditions as the Association may specify.

35. No Cutting, Marking, Decorating Common Elements. No Owner, Occupant, or any or their respective employees, agents, invitees, or guests, shall paint or decorate the Unit, or mark, paint, or cut into, drive nails or screw into nor in any way deface any Common Elements without the prior written consent of the Association.

36. Outside Services. If Owner or Occupant desires a signal, communications, alarm, or other utility or service connection installed or changed, the work shall be done at the expense of Owner or Occupant, with the approval and under the direction of the Association. If the Association consents, Owner or Occupant shall promptly repair any damage to the Building resulting from Owner or Occupant's activities, including any damage due to preparations for storms.

37. No Liability for Lost or Stolen Property. The Association shall not be responsible for lost or stolen personal property, equipment, or money occurring anywhere on the Building, regardless of how or when the loss occurs.

38. Notice of Accidents. An Owner or Occupant shall promptly report to the the Association all accidents or injuries occurring in the Common Elements.

39. Telecommunication Providers. The Association reserves the right to grant or deny access to the Building to any telecommunications service provider. Access to the Building by any telecommunications service provider shall be governed by the terms of the Association's standard telecommunications license agreement, which must be executed and delivered to the Association by such provider before it is allowed any access whatsoever to the Building.

40. Request for Waiver. The Association may, on request by any Owner or Occupant, waive compliance by the Owner or Occupant with any of the Rules and Regulations provided that (a)

no waiver shall be effective unless in writing and signed by the Association or Association's authorized agent, (b) a waiver shall not relieve the Owner or Occupant from the obligation to comply with the rule or regulation in the future unless expressly consented to by the Association, and (c) no waiver granted to any Owner or Occupant shall relieve any other Owner or Occupant from the obligation of complying with the Rules and Regulations unless the other Owner or Occupant has received a similar waiver in writing from the Association.

41. Notice, Hearing and Fines. Every Owner and Occupant shall comply with these Rules and Regulations as set forth herein, all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or Occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, Occupant or Occupant their respective family members, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or Occupant of the infraction or infractions. Included in the notice shall be a date and time of the next meeting of the rules enforcement committee at which time the Owner or Occupant shall present reasons why penalties should not be imposed.

(b) Hearing: The Association shall afford such person an opportunity for hearing before a rules enforcement committee composed of other Unit Owners after reasonable notice of not less than fourteen (14) days. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. A written decision of the committee shall be submitted to the Owner or Occupant by not later than twenty-one (21) days after the meeting. If the committee does not agree with the fine, the fine may not be levied.

(c) Fines: The Board of Directors may impose fines against the applicable Owner or Occupant up to the maximum amount permitted by law from time to time.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or Occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or Occupant.

42. Application. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer. All of these rules and regulations shall apply to all other Owners and Occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

43. NO PENETRATION OF FLOOR OR CEILING. IN NO EVENT MAY THE LOWEST SURFACE OF THE CEILING SLAB OR THE HIGHEST SURFACE OF A FLOOR SLAB OF ANY UNIT BE CUT OR PENETRATED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION.

44. Flooring. All Residential Units and Office Units shall have the floors covered with either wall to wall carpeting installed over high quality padding or hard surface floor covering (e.g. marble, slate, ceramic tile, stained concrete, parquet, wood).

(a) No hard floor covering material shall be installed in any part of a Residential Unit or Office Unit unless the Unit Owner shall also install a sound absorbent underlayment with a minimum Impact Isolation Classification (IIC) rating of fifty (50) and a minimum Sound Transmission Classification (STC) rating of fifty (50), as determined by ASTM Standards E-90, E-413 and E492 and perimeter sound isolation material, or other acceptable material which shall be of sufficient quality or quantity so as to reduce the transmission of noise created by normal usage to adjoining Residential Units and Office Spaces and those on the floor beneath the Unit. Any owner-installed hard floor covering material must be installed with a sound-deadening system for the benefit of all owners of units in the Condominium, as follows:

No hard floor covering material, including, but not limited to tile, marble, stone or wood, may be installed in any part of any Residential Unit or Office Unit in the Condominium unless (i) such flooring is installed over a Sound Control Underlayment System (a "SCUS") underlaying said hard floor covering material, and (ii) the Owner of the Unit complies with the following:

(i) The floor covering and SCUS must meet a minimum Impact Isolation Classification (IIC) rating of fifty (50) and a minimum Sound Transmission Classification (STC) rating of fifty (50), as determined by ASTM Standards E-90, E-413 and E492, as installed in the Unit.

(ii) The SCUS must include perimeter isolation material(s) between the hard floor covering material and all walls and other vertical surfaces which will insure that impact noises are not transmitted into other condominium units through the concrete floor slab or by flanking through the surrounding walls. The complete system must provide for sound control and isolation meeting the minimum IIC and STC ratings as set forth above.

(iii) Such flooring must be approved by the Board prior to the installation of same. A material specification sheet and laboratory sound test results must accompany all requests for installation approval. Sound control materials must meet the required testing levels as applied to buildings having an 8" post tension concrete slab system without acoustical ceiling system.

(iv) At least fifteen (15) days prior to the installation of any hard floor covering, the Owner must receive from the Board a Receipt indicating that Owner has filed with the Board

an Owner's Certificate Regarding Floor Sound Isolation Requirements, in the form attached hereto as "Exhibit A" (the "Certificate").

(v) All Owners who have installed any hard floor covering in any Residential Unit or Office Unit shall maintain the Receipt for the Certificate as described above, and, upon written request by the Board from time to time, shall present said Receipt to the Board.

(vi) Upon request by the Board, any Owner who has installed any hard floor covering in any Unit shall present proof, in a form reasonably acceptable to the Board, that Owner has complied with the Rules and Regulations in effect at the time of such Owner's installation of such hard floor covering.

(vii) Each Owner will be fully responsible for the hard flooring and a SCUS installed in such Owner's Unit meeting the IIC standard of 50 or greater and the STC rating of 50 or greater notwithstanding any actions by the Board, including, but not limited to, the acceptance from any Owner of such Owner's Certificate Regarding Floor Sound Control Isolation Requirements. Neither the Association nor the Board will be liable or have or undertake any responsibility whatsoever for ensuring that (1) any Owner's choice of SCUS meets any standard, (2) any Owner's installation of SCUS will meet any standard, or (3) any Unit Owner's contractors deliver or install any proper products or install such products in accordance with manufacturers' specification. Furthermore, neither the Board nor the Association shall have any responsibility to inspect either materials as they are delivered to the Condominium or the installation of any such materials within the Unit.

(b) Any Owner of any Unit in the Condominium, at his or her own expense, may call for any Unit to be tested to determine compliance with the sound insulation standards set forth in this rule. If the tested floor does not meet or exceed the applicable standard, the Unit Owner will be required to remove the non-complying floor covering, and will promptly reimburse the appropriate party for the cost of testing.

(c) In the event that any installation of hard surface flooring materials is attempted or made without compliance with this rule, the Board will have the right, in addition to the rights described above and the rights set forth in the Declaration of Condominium, to require that such flooring materials be removed immediately at the Owner's expense and replaced with flooring materials, and a SCUS if applicable, which comply with this rule. Compliance with the standards set forth in this rule is mandatory and may be enforced by the Association in any legal manner, including, without limitation, by action in the court having jurisdiction in Davidson County, Tennessee for injunction or "specific performance." Each Owner of a Residential Unit or Office Unit in the Condominium, by acquisition and ownership of his or her Unit, acknowledges such rights and submits to the jurisdiction of the Court for the enforcement of the requirements and agreements set forth in this rule, and agrees that all costs of the Association relating to or arising out of enforcing this rule, including, without limitation, costs for bringing and maintaining suit and reasonable attorneys' fees (pretrial, trial, appellate or otherwise), will be the responsibility of the Owner of the applicable Unit.

45. Other Construction Matters.

(a) All contractors performing work to the structure or systems of the Building must be approved by the Association.

(b) Subject to compliance with applicable law, all repair, construction, decorating or remodeling work shall only be performed only during the following times unless the Board of Directors expressly authorizes in writing additional or alternative hours:

(i) For Commercial Units, Mondays through Fridays from 7:00 a.m. to 5:00 p.m. and Saturdays and Sundays from 9:00 a.m. to 5:00 p.m.

(ii) For Office Units, Mondays through Fridays from 7:00 a.m. to 5:00 p.m. and Saturdays and Sundays from 9:00 a.m. to 5:00 p.m.

(iii) For Residential Units, Mondays through Fridays from 7:00 a.m. to 5:00 p.m. and Saturdays and Sundays from 9:00 a.m. to 5:00 p.m.

(c) All rules for designers, decorators, contractors and subcontractors set forth herein must be complied with.

ASSOCIATION RULES RELATING TO THE RESIDENTIAL UNITS

In addition to the Rules and Regulations of the Association relating to all Units and all Owners and Occupants, the following rules of the Association apply to all Residential Units and their Owners and Occupants:

1. Residential Balconies. No enclosures and/or articles other than patio-type furniture shall be erected or placed on the Common Elements or Residential Balconies. No linens, cloths, clothing, bathing suits and/or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any windows, doors or Residential Balconies.

2. Exterior Appearance. To maintain harmony of exterior appearance no one shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Building visible from the exterior of the building or from any Unit without the prior written consent of the Board of Directors. All curtains, shades, drapes and blinds shall be grey in color per the specification provided by the developer or Association or lined with material of this color. The type and color of tile or other hard surface covering installed on Residential Balconies and terraces of Units must be approved by the Board of Directors. Owners shall submit to the Board at least three (3) samples of requested tile or other hard surface covering.

3. Clothes Dryers. No clothes dryer may be used in the Building which does not conform to the requirements set forth in the Rules and Regulations and building code applicable when the dryer was installed in the Residential Unit. In addition, a wall plaque must be posted and continuously remain in place in each Unit by the dryer box location stating the performance requirements for any clothes dryer installed in the Residential Unit. Currently, the performance requirements for a clothes dryer are based upon the distance of the dryer duct box location from the exhaust outdoor termination for such clothes dryer and the configuration of the duct run connecting them. A Residential Unit Owner shall be permitted to install and use only a clothes dryer which meets the specific performance criteria for dryer exhaust capacity for the equivalent duct run for the applicable Unit.

The following Residential Units must install Whirlpool Model No. WED 5590SQ: 501, 503, 505, 508, 603, 605, 703, 705, 803, 805, 903, 905, 1003, 1005, 1103, 1105, 1203, 1205, 1405, 1407. The remaining Residential Units shall install either Whirlpool Model No. WED 5590SQ or Whirlpool Model LEW0050P. Any Residential Unit Owner who wishes to install a clothes dryer of a make, model or manufacturer other than that specified above for the Unit must obtain the prior written permission of the Association.

4. Garbage; Trash. Disposal of garbage and trash shall be only by use of trash chutes, receptacles approved by the Association or by use of garbage disposal units. Owners

and Occupants of Residential Units must: (i) place trash in the trash chutes securely bagged (which bags may not contain bulky items or breakable glass objects); (ii) bundle newspapers; (iii) dispose of food and vegetable scraps in the individual Unit garbage disposals; (iv) carry bulky items and breakable glass objects down to the trash rooms on the ground floor of the Building; and (v) not leave or place garbage or trash in hallways or corridors. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

5. Noise; Electronic Devices; Musical Instruments. No Residential Unit Owner or Occupant shall make or permit any loud or disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the quiet enjoyment, rights, comforts or conveniences of other Residential Unit Owners or Occupants. No Residential Unit Owner or Occupant shall play or permit to be played any musical instrument, or operate or permit to be operated any electronic or acoustical device emitting sound (including without limitation any phonograph, stereo, television, radio, tape machine, compact disc player, DVD players, CD players, computers, handheld game devices, karaoke or sound amplifier) in his Residential Unit in such a manner as to unreasonably disturb or annoy other residents. No Residential Unit Owner or Occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

6. Operating Hours. Recreational facilities will be used in such a manner as to respect the rights of others, and the Board of Directors may regulate duration of use, hours of opening and closing and schedule their use.

7. Children. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. All children under sixteen (16) years of age must be accompanied by a responsible adult when entering and/or utilizing the fitness center and other recreation areas serving the Residential Units.

8. Registration of Guests, Tenants. All persons occupying Residential Units other than the Unit Owners shall be registered with the Association at or before the time of their occupancy of the Unit. This includes tenants and guests.

9. Pool Rules. The pool and pool deck are Residential Common Elements. Their use is restricted to the Residential Unit Owners, their tenants and guests. Use of the pool facilities at any time is at the swimmer's own risk.

(a) The pool and pool deck are Residential Common Elements. Consequently use is restricted to the Residential Unit Owners and their tenants and guests.

(b) Use of the pool facilities at any time is at the swimmer's own risk.

(c) Swimming is permitted only during the following hours: April 1 to September 30 from 7:00 a.m. to 10:00 p.m. and October 1 to March 31 from sunrise to sunset.

(d) Children under fourteen (14) years of age are not allowed to use the pool facilities unless accompanied by an adult.

(e) No diving is permitted.

(f) Showers are required before entering a pool to remove all oils and suntan lotions.

(g) Glass objects, drinking glasses and sharp objects are not permitted in the pool areas.

(h) All swimmers must wear bona fide swimming attire. Cutoffs, dungarees and bermudas are not considered appropriate swimwear.

(i) All persons using the pool furniture are required to cover the furniture with a towel when using suntan lotions or sunscreens.

(j) Running, ball playing and noisy or hazardous activity are not permitted in the pool or pool deck. Pushing, dunking and dangerous games are prohibited.

(k) Out of consideration for others, electronic devices from emit noise (including without limitation radios, portable DVD players, portable CD players and laptop computers, handheld game devices and televisions) if used at or in the vicinity of the pool and pool deck may only be used when listened to through ear phones.

(l) Any liquid refreshments consumed near in pool area shall be in paper or plastic containers. Food and gum are not permitted in the pool areas.

(m) All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, etc..

(n) No pets shall be permitted in the pool area, leashed or unleashed.

PARKING AND GARAGE RULES

1. No Owner or Occupant, its employees, agents, contractors, and invitees shall be permitted to occupy at any one time more than the number of parking spaces in the Garage expressly assigned or allocated to such Owner or Occupant (including any parking spaces reserved exclusively for the Owner or Occupant).

2. Each Owner, Occupant and their respective employees, agents, contractors, and invitees shall abide by all posted signs in and about the Garage.

3. The Association shall have the right to tow or otherwise remove vehicles of an Owner, Occupant and their respective employees, agents, contractors, or invitees that are improperly parked, blocking ingress or egress lanes, or violating parking and Garage rules, at the expense of Owner or Occupant or the owner of the vehicle, or both, and without liability to the Association.

4. On request by the Association, each Owner and Occupant shall furnish the Association with the license numbers and descriptions of any vehicles of Owner or Occupant, its principals, employees, agents, and contractors.

5. The reserved parking spaces, if any, assigned to a Commercial Unit in the Office/Commercial Garage Area shall only be reserved during the hours of 8:00 a.m. to 6:00 p.m. each day the Commercial Unit is open for business, legal holidays excluded, unless other hours are expressly provided in the assignment of right to use such parking space or by written agreement between the Commercial Unit Owner and Developer. The reserved parking spaces,

if any, assigned to an Office Unit in the Office/Commercial Garage Area shall only be reserved during the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday, legal holidays excluded, unless other hours are expressly provided in the assignment of right to use such parking space or by written agreement between the Office Unit Owner and Developer.

6. Overnight parking in the Garage is prohibited (except for authorized vehicles parked in assigned spaces in the Residential Garage Area or guest with the prior authorization of the Association).

7. Parking spaces shall not be used for parking commercial vehicles or trucks (except sports utility vehicles, mini-vans, and pick-up trucks utilized as personal transportation), boats, personal watercraft, or trailers. The Developer shall be exempt from this regulation for vehicles which are engaged in any activity relating to construction, maintenance or marketing of residences, as are commercial vehicles used by vendors of the Association or Condominium Association while engaged in work at the Building.

8. No vehicle that exceeds the size of one parking space may be parked in the Garage. No parking space may be used for the storage of equipment or other personal property.

9. Bicycles and mopeds shall be parked only in the bike storage areas or as may otherwise be designated by the Association.

10. No vehicle maintenance is permitted in the Garage. All vehicles must be currently licensed and no inoperable or unsightly vehicles maybe kept in the Garage.

11. The Association, in its sole and absolute discretion, may establish from time to time a parking decal or pass card system, security check-in, or other reasonable mechanism to restrict parking in the Garage.

ASSOCIATION RULES FOR DESIGNERS, DECORATORS, CONTRACTORS AND SUB-CONTRACTORS

1. No interior designer, interior decorator, contractor or subcontractor shall be authorized or permitted to perform work within the Building unless an Owner pre-registers with the Association the name, address, telephone number and fax number of the Owner's representative who will be overseeing the work being performed in the Unit, whether it be the interior designer, interior decorator, the general contractor or the Owner.

2. Prior to commencing work, the Owner's representative must submit to the Association a list of names, addresses and telephone numbers of all subcontractors who will be working in the Unit, together with a schedule for their work, appropriate permits and licenses and proof of the required insurance.

3. The contractor and all sub-contractors must have all permits and licenses required by Davidson County, City of Nashville and other applicable governmental authorities and submit proof of same for the Association's file.

4. Prior to commencing work, the contractor shall be responsible for delivering to the Association a current certificate of insurance evidencing that the contractor and all of its sub-contractors carries the following insurance and limits: (a) commercial general liability insurance with limits of not less than $250,000 per occurrence and not less than $500,000 aggregate, and (b) Worker's Compensation insurance. The Association shall have the right to

require additional insurance and higher limits based upon the type, risk and complexity of work involved.

5. All persons will enter the Building through the entrance designated by the Association from time to time, where they will be registered by the Association. The Association shall have no obligation to provide any parking area for vehicles of contractors, subcontractors or workers.

6. For Commercial Units, all repair, construction, decorating or remodeling work shall only be performed only during the following hours: Mondays through Fridays from 7:00 a.m. to 5:00 p.m. and Saturdays and Sundays from 9:00 a.m. to 5:00 p.m.

7. For Office Units, all repair, construction, decorating or remodeling work shall only be performed only during the following hours: Mondays through Fridays from 7:00 a.m. to 5:00 p.m. and Saturdays and Sundays from 9:00 a.m. to 5:00 p.m.

8. For Residential Units, all repair, construction, decorating or remodeling work shall only be performed only during the following hours: Mondays through Fridays from 7:00 a.m. to 5:00 p.m. and Saturdays and Sundays from 9:00 a.m. to 5:00 p.m.

9. The service elevator has the following dimensions: approximately 5'8" wide x 7'10" deep. No passenger elevators shall be used at anytime by contractors and subcontractors or for the moving of furniture, freight or other personal property in and out of the Units.

10. NO PENETRATION OF FLOOR OR CEILING IS PERMITTED. IN NO EVENT MAY THE LOWEST SURFACE OF THE CEILING SLAB OR THE HIGHEST SURFACE OF A FLOOR SLAB OF ANY UNIT BE CUT OR PENETRATED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION.

11. All trash and debris shall be hauled off by each contractor or subcontractor on a daily basis unless a dumpster is specifically designated for their use.

12. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets or bathtubs. Check with the Association for location of cleaning area.

13. Subcontractors are not to use carts owned by the Association.

14. Breaks and lunches, if taken inside the Building, should be confined to the Owner's Unit.

15. Electronic devices from emit noise (including without limitation radios, portable DVD players, portable CD players, etc.) will be not be allowed unless used with earphones.

16. Access to the individual Unit must be coordinated through the Owner, decorator or other designee.

17. Contractors and subcontractors are not to tamper with or hang extension cords from any of the sprinkler heads.

18. Smoke alarms are to be left in place. They are to be properly protected during the interior finish work which generates heavy airborne particles, i.e. sanding and painting.

19. Workers are not to wander around in areas other than the specific Unit they are assigned to.

20. Smoking, while discouraged, will only be allowed in a Unit where permission has been granted by the applicable Owner. Smoking is prohibited in the Common Elements.

21. Each Owner is responsible for the actions and omissions of his or her designer, decorator, contractor and subcontractor while they are present in the Building. Designers, decorators, contractors, and subcontractors are in the Building at their own risk and agree to indemnify and hold harmless the Developer and Association for any liability or damages which might arise in connection with their activities in the Building.

22. Should a designer, decorator, contractor or subcontractor discover a defect in a Unit, they must notify the Association immediately so the defect may be verified and corrected prior to performing any work which might be impacted by the defect.

EXHIBIT 'A'
CERTIFICATE REGARDING
FLOOR SOUND CONTROL ISOLATION REQUIREMENTS

1. **UNIT NUMBER _____, Terrazzo, a Condominium**

2. **OWNER**

Name:: _____

Address:

Tel:

Mobile:

Fax:

3. **ARCHITECT**:

Name: _____

License #:

Address:

Tel:

Mobile:

Fax:

4. **FLOORING CONTRACTOR**

Name:

License#:

Address:

Tel:

Mobile:

Fax:

5. **GENERAL CONTRACTOR:**

Name:

License #:

Address:

Tel:

Mobile:

Fax:

6. **FLOOR COVERING MATERIALS:**

Room(s):	Materials	Floor Covering To Be Installed	Sound Control Underlayment System:

The undersigned Owner hereby (i) certifies the above to be true and correct, (ii) agrees to comply with all of the terms of the Rules and Regulations promulgated by the Board of Directors, including but not limited to the Section entitled "Flooring", which sets forth certain minimum standards for a sound-deadening system to be installed by any Owner, (iii) certifies that all hard floor covering, as installed, will meet or exceed the minimum sound-deadening standards in effect at the Condominium as of the date hereof, (iv) agrees to accept all responsibility for non-compliance with all Rules and Regulations regarding floor sound transmission standards within Owner's Unit, (v) agrees that neither the Board nor the Association shall bear any responsibility for any reason in the event that Owner's choice SCUS and/or its installation fail to comply with any rule or minimum sound transmission standard, and (vi) holds the Board and the Association and its agents and employees harmless against any claim or damage resulting from, or associated with, any failure by Owner to comply with any rule or standard relating to floor sound control, notwithstanding the Board and/or the Association's having received and executed a Receipt for this Certificate.

OWNER: Print or Type Name(s) Signatures:

_____ _____

_____ _____

RECEIPT

RECEIVED by Terrazzo Condominium Association on _____ (Date)

By:_____

(Signature)

Print Name:_____

MIADOCS 1202164 4

Exhibit "G"

Legal Description of the Property located at 701 12th Avenue South, Nashville

Lot 1 of Section Forty-Three, Edgehill Estates, as of record in Plat Book 4595, Page 169, at the Register's Office for Davidson County, Tennessee. It is also known as Parcel 205 on Tax Map 93-13 for Davidson County.

Exhibit "H"

Form of Assignment of Right to Use Parking Space
for Office Unit or Commercial Unit

ASSIGNMENT OF RIGHT TO USE PARKING SPACE
(Office or Commercial Unit)

THIS ASSIGNMENT, dated this ____ day of _____, 200____, by and between CJUF II Terrazzo, LLC, a Delaware limited liability company ("Assignor"), and _____ ("Assignee").

RECITALS

WHEREAS, Assignor is the Developer under that Master Deed and Declaration of Condominium of Terrazzo, a Condominium ("Declaration of Condominium") located in Davidson County, Tennessee;

WHEREAS, Assignor is simultaneously conveying to Assignee title to Unit No. _____ of Terrazzo, a Condominium, (the "Non-Residential Unit") as described in and in accordance with the covenants, conditions, restrictions, terms and other provisions of the Master Deed and Declaration of Condominium of Terrazzo, a Condominium ("Declaration of Condominium"); and

WHEREAS, Assignor desires to assign, transfer, set over and deliver to and Assignee, the right to use the following parking space(s) as hereinafter provided: Parking Space no. OC_____, OC_____, OC_____ (collectively, the "Office/Commercial Parking Space").

NOW, THEREFORE, in consideration of the premises hereof and of the mutual covenants and conditions hereinafter set forth, Assignor and Assignee do hereby agree as follows:

1. **Assignment and Binding Effect.** Assignor assigns the exclusive right to use the Office/Commercial Parking Space to Assignee subject to the terms and conditions of the Declaration of Condominium during the following hours and days each week:

[If the Non-Residential Unit is a Commercial Unit, the Unit shall have the exclusive right to use the Office/Commercial Parking Space only during the hours of 8:00 a.m. to 6:00 p.m. each day the Non-Residential Unit is open for business but at no other times.]

[If the Non-Residential Unit is an Office Unit, the Unit shall have the exclusive right to use the Office/Commercial Parking Space only during the hours of 8:00 a.m. to 6:00 p.m. each business day Monday through Friday, excluding holidays, but at no other times.]

The Developer has reserved in the Declaration of Condominium all rights to use any Office/Commercial Parking Spaces during the hours they are not assigned for the exclusive use of a Unit Owner.

2. **Non-Severability of Parking Space.** The Office/Commercial Parking Space is a limited common element of Terrazzo, a Condominium, (the "Condominium"). Therefore, Assignee's rights, duties and obligations regarding the Office/Commercial Parking Space are as outlined in the Declaration of Condominium for the Condominium. The Office/Commercial Parking Space shall pass as a Limited Common Element appurtenant to such Non-Residential Unit, except to the extent a transfer of such parking space is permitted under Section 3.8(e) or 3.9 of the Declaration of Condominium.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have executed this Assignment of Right to Use Parking Space on the dates set forth below.

ASSIGNOR:

CJUF II TERRAZZO LLC,
a Delaware limited liability company

By: Canyon-Johnson Urban Fund II, L.P.,
a Delaware limited partnership,
Member

By: Canyon-Johnson Realty Advisors II LLC,
a Delaware limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

By: Crosland Terrazzo, LLC,
a North Carolina limited liability company,
Member

By: Crosland, LLC,
a North Carolina limited liability company,
its Manager

By:_____
Name:_____
Title:_____

Dated: _____

ASSIGNEE:

_____
Name: _____

_____
Name: _____

Dated: _____

Exhibit "H-1"

Form of Assignment of Right to Use Parking Space
for Residential Unit

ASSIGNMENT OF RIGHT TO USE PARKING SPACE
(Residential Unit)

THIS ASSIGNMENT, dated this ____ day of _____, 200____, by and between CJUF II Terrazzo, LLC, a Delaware limited liability company ("Assignor"), and _____ ("Assignee").

RECITALS

WHEREAS, Assignor is simultaneously conveying to Assignee title to Unit No. R_____ of Terrazzo, a Condominium, (the "Residential Unit") as described in and in accordance with the covenants, conditions, restrictions, terms and other provisions of the Master Deed and Declaration of Condominium of Terrazzo, a Condominium ("Declaration of Condominium") located in Davidson County, Tennessee; and

WHEREAS, Assignor desires to assign, transfer, set over and deliver to and Assignee, the right to use the following parking space(s) as hereinafter provided: Parking Space no. R_____, R_____, R_____ (collectively, the "Residential Parking Space").

NOW, THEREFORE, in consideration of the premises hereof and of the mutual covenants and conditions hereinafter set forth, Assignor and Assignee do hereby agree as follows:

1. **Assignment and Binding Effect.** Assignor assigns the exclusive right to use the Residential Parking Space to Assignee subject to the terms and conditions of the Declaration of Condominium.

2. **Non-Severability of Parking Space.** The Residential Parking Space is a limited common element of Terrazzo, a Condominium, (the "Condominium"). Therefore, Assignee's rights, duties and obligations regarding the Residential Parking Space are as outlined in the Declaration of Condominium for the Condominium. The Residential Parking Space shall pass as a Limited Common Element appurtenant to such Residential Unit, except to the extent a transfer of such parking space is permitted under Section 3.8(e) or 3.9 of the Declaration of Condominium.

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IN WITNESS WHEREOF, the parties have executed this Assignment of Right to Use Parking Space on the dates set forth below.

ASSIGNOR:

CJUF II TERRAZZO LLC,
a Delaware limited liability company

By: Canyon-Johnson Urban Fund II, L.P.,
a Delaware limited partnership,
Member

By: Canyon-Johnson Realty Advisors II LLC,
a Delaware limited liability company,
its General Partner

By:_____
Name:_____
Title:_____

By: Crosland Terrazzo, LLC,
a North Carolina limited liability company,
Member

By: Crosland, LLC,
a North Carolina limited liability company,
its Manager

By:_____
Name:_____
Title:_____

Dated: _____

ASSIGNEE:

_____
Name: _____

_____
Name: _____

Dated: _____

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