THIS INSTRUMENT PREPARED BY:

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DECLARATION

FOR

ROSE MONTE PHASE III CONDOMINIUM

Made and Established on October 6, 2015

BILL GARRETT, Davidson County
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DECLARATION

FOR

ROSE MONTE PHASE III CONDOMINIUM

This Declaration for Rose Monte Phase III Condominium is made and established on October 6, 2015, by Declarant.

RECITALS:

A. Declarant is the fee simple owner of the Property.

B. Declarant desires to create the Condominium pursuant to the provisions of the Act.

C. Declarant intends hereby to establish a plan for the individual ownership of estates in real property consisting of Units and the appurtenant undivided interests in the Common Elements.

NOW, THEREFORE, Declarant does hereby submit the Property to the provisions of the Act and the Condominium established hereby and does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, restrictions, reservations, uses, limitations and obligations are hereby established and shall be deemed to run with the Site and shall be a burden and benefit to Declarant, the Association, the Owners, and their respective heirs, legal representatives, successors and assigns.

ARTICLE I.
DEFINITIONS

Section 1.1 Terms Defined. As used in this Declaration, the following terms shall have the meanings set forth below:

"Access Easement." An easement as more particularly described in Section 3.6 of this Declaration.

"Act." The Tennessee Condominium Act of 2008, Tennessee Code Annotated, Sections 66-27-201 through 66-27-507, as amended from time to time.

"Affiliate." Any Person who controls, is controlled by, or is under common control with the Declarant. A Person "controls" the Declarant if the Person (i) is a general partner, officer, director, manager or managing member, or employer of the Declarant; (ii) directly or indirectly or acting in concert with one (1) or more other Persons, or through one (1) or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting interest in the Declarant; or (iii) controls in any manner the election of a majority of the directors, managers, or managing members of the Declarant. A Person "is controlled by" the Declarant if the Declarant (i) is a general partner, officer, director, manager, managing

member or employer of the Person; (ii) directly or indirectly or acting in concert with one (1) or more other Persons, or through one (1) or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting interest in the Person; (iii) controls in any manner the election of a majority of the directors, managers, or managing members of the Person. Control does not exist if the powers described in this definition are held solely as security for an obligation and are not exercised.

"Allocated Interests." The undivided interests of each Owner in the Common Elements and the General Common Expenses allocated to each Unit as reflected on Exhibit C attached to this Declaration, as may be reallocated in accordance with the Reallocation Percentages, as required from time to time, pursuant to the provisions of this Declaration or the Act.

"Architect." An architect duly licensed in the State of Tennessee as selected by (a) Declarant during the Period of Declarant Control, or (b) the Association after the Period of Declarant Control.

"Articles." The Charter and/or Articles of Incorporation of the Association filed with the Secretary of State of Tennessee, as amended from time to time.

"Assessments." Monthly Assessments, Individual Unit Assessments and Special Assessments, together with Charges owing to the Association by an Owner or levied against a Unit by the Association.

"Association." Rose Monte Phase III Association, Inc., a Tennessee non-profit corporation, created for the purposes and possessing the rights, powers, authority and obligations set forth in the Governing Documents.

"Board of Directors." The board of directors of the Association as appointed by the Declarant and/or the Owners from time to time.

"Building(s)." The Buildings located on the Site, as depicted on the Plat.

"Bylaws." The bylaws of the Association, adopted by the Board of Directors, as amended from time to time.

"Charges." Any costs, expenses, dues, interest fees, late fees, fines, collection costs, attorney's fees and any other sums arising under the Governing Documents owing to the Association or an Owner.

"Common Elements." Collectively, the General Common Elements and the Limited Common Elements.

"Condominium." The form of real property established by this Declaration with respect to the Property, in which portions of the Property are designated for individual ownership or occupancy and the remainder of the Property is designated for common

ownership or occupancy solely by the Owners of such portions, and consisting of the fifty-one (51) Units.

"County." Davidson County, Tennessee.

"Declarant." LOFTS RM HOLDINGS, LLC, a Tennessee limited liability company, whose address for notice is 215 Center Park Drive, Suite 100, Knoxville, TN 37922, and any successor or assignee of Declarant evidenced by a written instrument executed by Declarant and/or its successor or assignee and filed for record in the real property records of the County assigning the rights, powers, authority and obligations of Declarant hereunder.

"Declarant's Mortgagee." Any Person that is the holder of the Lien Indebtedness of Declarant.

"Declaration." This Declaration for Rose Monte Phase III Condominium, and all amendments thereto, which shall be recorded in the real property records of the County.

"Designee." A Person acting at the request of another Person, including contractors, subcontractors, employees, agents, representatives and licensees.

"Development Rights." The right or combination of rights for the Declarant to: (i) add real property to the Condominium; (ii) create Units or Common Elements within the Condominium; (iii) allocate Limited Common Elements, other than those described in Sections 66-27-302 and 66-27-304 of the Act, to specific Units; (iv) grant licenses for Persons who are not Owners to use portions of the General Common Elements or Limited Common Elements, subject to an obligation to pay an equitable share of the General Common Expenses attributable to the licensed Common Elements or Limited Common Elements; (v) convert Units into Common Elements; or (vi) withdraw real property from the Condominium.

"Dispute." Any claim, grievance or other dispute arising out of or relating to: (i) the interpretation, application or enforcement of the Governing Documents; (ii) any conflict or dispute arising between or among Declarant and one or more Owners; (iii) any conflict or dispute arising between or among two (2) or more Owners; (iv) the proper party to bear a maintenance cost or expense or a capital expenditure or the proper amount of the expense to be charged or collected; (v) the rights, obligations and duties of any Owner under the Governing Documents; (vi) the authority of the Association or Declarant, under any Legal Requirement or under the Governing Documents, to: (a) require any Owner to take any action or not to take any action involving such Owner's Unit or (b) alter, subtract from, or add to, the Common Elements; or (vii) the failure of the Association, in accordance with Legal Requirements and the Governing Documents to: (w) properly conduct elections, (x) give adequate notice of meetings or actions, (y) properly conduct meetings or (z) allow inspection of books or records, except that the following shall not be considered "Disputes" unless all parties shall otherwise agree to submit the matter to mediation or arbitration, as applicable, pursuant to Article X of this Declaration: (i) the interpretation or enforcement of any warranty, the levy of a fee or

Assessment, the collection of an Assessment levied against an Owner by the Association, (ii) any suit by the Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration, (iii) any suit between Owners which does not include Declarant or the Association, if such suit asserts a dispute which would constitute a cause of action independent of this Declaration and other Governing Documents, (iv) any disagreement that primarily involves title to any Unit or the Common Elements, or (v) any suit in which the applicable statute of limitations would expire within one hundred eighty (180) days of the giving of notice as provided in Article X of this Declaration unless the Persons against whom the Dispute is made agree to toll the statute of limitations for a period of time necessary to comply with Article X of this Declaration.

"Easements." Collectively, those Easements described in Sections 3.6 and 3.7 of this Declaration.

"Flat Units." Units 329 through 340.

"Flat Building." The Building in which the Flat Units are located.

"General Common Elements." Those portions of the Common Elements designated for use by all of the Owners. The General Common Elements include all portions of the Property which are not Limited Common Elements and which are not expressly included in the definition of a Unit. The General Common Elements shall not include any portion of the Common Elements designated as Limited Common Elements or any portion of the Property which is expressly included in the definition of a Unit.

"General Common Elements Easement." An easement as more particularly described in Section 3.6 of this Declaration.

"General Common Expenses." Expenses for which the Association is responsible, including those related to: (i) maintenance and repair of the General Common Elements; (ii) casualty, public liability and other insurance coverages required or permitted to be maintained by the Association under the Governing Documents; (iii) Governmental Impositions levied and assessed against the Common Elements, if any; (iv) utilities relating to the General Common Elements; (v) professional services for the Association, such as management, accounting and legal services; (vi) any unpaid share of General Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (vii) the General Common Expenses and Assessments attributable to any Unit acquired by the Association; (viii) such other costs and expenses as may be reasonably related to the proper maintenance, care, operation and management of the General Common Elements and the administration of the Association; and (ix) any other expenses designated from time to time by the Board of Directors as General Common Expenses which are not inconsistent with the Act.

"Governing Documents." Individually and collectively, the Act, Articles, Bylaws, Declaration and Regulations.

"Governmental Impositions." All real estate and personal property taxes, charges, assessments, standby fees, excises and levies, and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which at any time prior to or after the execution hereof, may be assessed, levied or imposed upon the Condominium or any Unit therein by any governmental agency or quasi-governmental agency.

"Improvements." Each Building and its infrastructure, and the pavement, fencing, landscaping, facilities, Systems and man made objects of every type, existing or in the future placed on the Site, including all cable television, cellular phone, internet and other utility or communication installations or equipment.

"Individual Unit Assessments." Assessments levied by the Association against one or more but less than all Owners pursuant to Section 7.2 of this Declaration.

"Insurance Proceeds." Any and all proceeds that the Association is entitled to receive from an insurance company as a result of a casualty loss, including such proceeds in connection with a casualty loss to the Common Elements or the Easement rights granted in this Declaration.

"Legal Requirements." Any and all judicial decisions, statutes, rulings, rules, regulations, any other matters now of record, permits, certificates or ordinances of any federal, state or municipal authority in any way applicable to any Owner's use and enjoyment of the Condominium, any Unit or the Property, including zoning ordinances, subdivision and building codes, flood disaster laws and applicable architectural barrier, health and environmental laws and regulations.

"Lien Indebtedness." Any bona fide indebtedness, which is the result of an arm's-length negotiation, that is secured by a first-priority deed of trust upon the Property and/or an Owner's Unit provided that such deed of trust is recorded in the real property records of the County.

"Limited Common Elements." Those portions of the Common Elements that are allocated by the Governing Documents, including but not limited to Section 2.4 of this Declaration, for exclusive use by one or more, but less than all, Owners. The term "Limited Common Elements" as used herein shall include the meaning assigned to such term in the Act.

"Maintenance Standard." Good repair in an attractive and clean condition, including the operation, upkeep, repair and restoration, ordinary wear and tear excepted, to the extent necessary to maintain the Condominium or Units within the Condominium, as applicable, in a condition reasonably suitable for its intended purpose.

"Manager." Any professional manager or management company with whom the Association contracts for the day-to-day management of either or both of the administration of the Association and the Condominium.

"Master Budget." A budget prepared by the Association that includes the anticipated General Common Expenses, Individual Unit Assessments and any other Charges for the ensuing year.

"Member." An Owner of a Unit.

"Monthly Assessment." Assessments established and collected by the Association pursuant to Article VII of this Declaration for payment of the General Common Expenses and any other Charges when due.

"Mortgagee." Any Person, including Declarant's Mortgagee, if any, that is the holder of Lien Indebtedness and which has provided the Association with written notice of its name, address and a description of the Owner's Unit encumbered by such Lien Indebtedness.

"Occupant." Any Person or Persons, other than an Owner in possession of a Unit from time to time, including tenants and lessees of an Owner.

"Owner." Any Person (including Declarant) owning fee title to a Unit, but excluding any Person having an interest in a Unit solely as security for an obligation.

"Parking Easement." An easement as more particularly described in Section 3.6 of this Declaration.

"Past Due Rate." The lesser of (i) the maximum lawful rate of interest from time to time permitted under Tennessee law, and (ii) the rate of fifteen percent (15%) per annum.

"Period of Declarant Control." The period beginning on the date of this Declaration and terminating on the earlier of: (i) one hundred twenty (120) days after conveyance of seventy-five percent (75%) of the Units that may be created to Owners other than the Declarant; or (ii) five (5) years after the conveyance of the first Unit to a purchaser other than the Declarant.

"Person." A natural person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

"Plat." The plats and plans on Exhibit B attached to this Declaration and made a part of this Declaration, including a survey plat of the Site and dimensional drawings that horizontally and vertically identify and describe the Units and the Common Elements.

"Property." The Site and the Improvements.

"Reallocation Percentage." The percentage of the undivided interest of each Owner in the Common Elements as set forth on a Supplemental Declaration, determined by dividing (i) the Square Footage of a Unit by (ii) the combined Square Footage of all Units, which measurement of the Square Footage within each Unit shall be done in the

same manner as the measurement used to establish the initial Allocated Interests set forth on Exhibit C attached to this Declaration.

"Regulations." The rules and regulations of the Association initially adopted by the Board of Directors and as amended from time to time, relating to the appearance, use and occupancy of the Property, including the exterior appearance, use and occupancy of the Units, and certain construction on the Property.

"Rents." Any and all rental or other income received by an Owner in connection with the leasing of such Owner's Unit or the granting or licensing of a right to use all or any portion of such Unit.

"Site." That certain real property located in the County and more particularly described in Exhibit A attached to this Declaration, together with all the rights and appurtenances pertaining thereto.

"Skin." The exterior surface of the Buildings or the respective portions thereof, as applicable, including without limitation, the foundation, exterior walls and roof with respect to each Building.

"Special Assessments." Assessments established and collected from time to time by the Association pursuant to Article VII of this Declaration for payment of costs relating to the repair and restoration of the Condominium or any part thereof, as applicable, when due.

"Special Declarant Rights." Rights reserved for the benefit of Declarant to: (i) complete the Improvements shown on the Plat; (ii) exercise any Development Right; (iii) use any Easement for the purpose of making repairs and/or improvements within the Condominium or on the Property in connection with the development of the Condominium; (iv) exercise the rights and powers enumerated in Article III of this Declaration; and (v) appoint or remove any officer of the Association or any member of the Board of Directors during the Period of Declarant Control pursuant to Section 66-27-403(c) of the Act and Article IV of this Declaration.

"Square Footage." For any Unit, the square footage of such Unit or any portion thereof as determined by the Architect in accordance with one or more generally accepted industry standards.

"Structure." All foundations, footings, columns, flat slabs, sheer walls, girders, support beams, post tension cables or rods and including any and all other structural components that support, uphold or are a part of the Building(s), as shown on the Plat.

"Supplemental Declaration." An instrument executed by Declarant and recorded in the real property records of the County for the purpose of (i) modifying the Allocated Interests, (ii) withdrawing any portion of the Condominium from the effect of this Declaration, or (iii) any other action as provided in the Governing Documents.

"Support Easement." An easement as more particularly described in Section 3.6 of this Declaration.

"Systems." All fixtures, utilities, equipment, pipes, lines, wires, computer cables, conduits, circuits, junction boxes, hangers, pull boxes, terminal points, electronic devices, air compressors, air handlers, chillers and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, waste water, sewage, and audio and video signals, including the main switch gear conduits, plumbing chases and mechanical shafts on the Property.

"Systems Easement." An easement as more particularly described in Section 3.6 of this Declaration.

"Taking." The taking or threat of taking of all or a portion of the Property for any public or quasi-public use, by eminent domain proceedings or otherwise, by a governmental agency or quasi-governmental agency or by an action in the nature of eminent domain (whether permanent or temporary) or the sale or other transfer of the Property in lieu thereof.

"Tenant." Any Person having the right to occupy a Unit or a portion of a Unit pursuant to a lease granted by an Owner.

"Townhome Units." All Units other than the Flat Units.

"Transfer Fee." An amount, as determined by the Association from time to time, to be paid to the Association by each Owner, excluding Declarant, as provided in Section 7.12 of this Declaration.

"Unit." A physical portion of the Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on the Plat and described in Section 2.2), together with the unrestricted right of ingress thereto and egress therefrom, and an undivided interest, appurtenant to the Unit, in and to the Common Elements, and which shall include: (i) all Systems that exclusively serve such Unit; and (ii) the finish materials, fixtures and appliances contained in the Unit. Systems that serve more than one Unit are not included in any Unit.

"Unit Owner." Any Person who holds fee simple title to a Unit including an undivided interest in the Common Elements, but excluding a Person having an interest in a Unit solely as security for an obligation.

"Units." The fifty-one (51) Units as more particularly described in Section 2.2(a) of this Declaration, as shown on the Plat. The Units are designated and identified as Unit 301, Unit 302, Unit 303, Unit 304, Unit 305, Unit 306, Unit 307, Unit 308, Unit 309, Unit 310, Unit 311, Unit 312, Unit 313, Unit 314, Unit 315, Unit 316, Unit 317, Unit 318, Unit 319, Unit 320, Unit 321, Unit 322, Unit 323, Unit 324, Unit 325, Unit 326, Unit 327, Unit 328, Unit 329, Unit 330, Unit 331, Unit 332, Unit 333, Unit 334, Unit 335, Unit 336, Unit 337, Unit 338, Unit 339, Unit 340, Unit 341, Unit 342, Unit 343,

Unit 344, Unit 345, Unit 346, Unit 347, Unit 348, Unit 349, Unit 350, Unit 351 and Unit 352.

"Utility Easement." An easement as more particularly described in Section 3.6 of this Declaration.

ARTICLE II.
GENERAL PROVISIONS

Section 2.1 Creation of Units; Plat.

(a) The Units. The Property is hereby divided into fee simple estates composed of separately designated Units, and each such Unit's undivided interest in and to the Common Elements which shall be appurtenant to each such Unit. Together, the Improvements applicable to each Unit shall constitute a unified structure. Nonetheless, each Unit, together with such Unit's undivided interests in the Common Elements is for all purposes a separate parcel of and estate in real property. The separate parcels of and estates in real property designated hereby shall be created on the date of filing of this Declaration in the real property records of the County, and shall continue until this Declaration is revoked or terminated in the manner provided in this Declaration. Declarant shall have the right (but not the obligation), by Supplemental Declaration, to supplement any Unit by adding additional facilities or to designate additional portions of the Condominium as part of any Unit; provided, however, Declarant may not add or delete facilities from any Unit, unless (x) Declarant or an Affiliate of Declarant is the owner of such Unit, or (y) the Owner of such Unit consents thereto. Nothing in this Declaration shall obligate Declarant to add to the Condominium.

(b) The Plat. The Plat sets forth the following: (i) the name and a general description and diagrammatic plan of the Condominium; (ii) the location and dimension of all real property subject to the Development Rights; (iii) all major Improvements, including each Unit, and (iv) such other information as is desirable or required pursuant to the Act. NEITHER DECLARANT NOR ANY OWNER SHALL BE LIABLE TO ANY OTHER OWNER AS A RESULT OF ANY DISCREPANCIES IN ACTUAL UNIT MEASUREMENTS FROM THOSE SET FORTH ON THE PLAT OR IN ANY CONDOMINIUM PURCHASE CONTRACT TO WHICH DECLARANT OR ANY OWNER IS OR WAS A PARTY, AND EACH OWNER, BY ACCEPTING A DEED TO A UNIT, WAIVES ANY SUCH CLAIM OR CAUSE OF ACTION.

Section 2.2 Description of Units. Subject to the reservations and Easements created by Declarant in this Declaration, the Units shall consist of the following and any logical extension thereby as determined by Declarant in Declarant's reasonable judgment at all times while Declarant or any Affiliate of Declarant owns any Unit and by the Association at all times thereafter:

(a) Townhome Units. The boundaries of each Unit shall be as depicted on the Plat, and such boundaries shall consist of the following:

(i) The exterior surfaces of the roof and exterior walls, with the center line of the party walls constituting the perimetric boundaries of the Units in that plane and the undersurface of the bottom of the footers dividing the Unit itself from the underlying land, including all surfaces of the exterior windows (and their frames), and also including all exterior vents and other adjacent structural elements.

(b) Flat Units.

(i) Upper, Lower and Perimetrical Boundaries. The upper, lower and perimetrical boundaries of a Unit shall be as follows:

(A) Upper Boundaries. The horizontal plane of the lowest surface of the unfinished ceiling shall be the upper boundary of each Flat Unit. In a Flat Unit containing a room in which the ceiling is raised above the level of the ceiling in the rest of the Flat Unit, the ceiling shall include the vertical slab or wall connecting the raised ceiling with the ceiling of the remaining portion of the Flat Unit, and the upper boundary shall include the place of the unfinished surface of the vertical slab or wall that joins the planes of the lowest surfaces of the unfinished horizontal portions of the ceiling.

(B) Lower Boundaries. The plane of the lowest surfaces of the unfinished floor slab shall be the lower boundary of each Flat Unit. In a Flat Unit containing a room in which the floor is raised above the level of the floor in the rest of the Flat Unit, the floor slab shall include the vertical slab or wall connecting the raised floor with the floor of the remaining portion of the Flat Unit, and lower boundary shall include the plane of the unfinished surface of the vertical slab or wall that joins the planes of the lowest surfaces of the unfinished horizontal portions of the floor slabs.

(C) Perimetrical Boundaries. The perimetrical boundaries of a Flat Unit shall be the vertical planes of the exterior surfaces of the exterior walls bounding the Flat Unit (as extended adjacent to the outermost surfaces of the exterior windows and their frames), extended to their planar intersections with each other and with the upper and lower boundaries, including all surfaces of the exterior windows (and their frames), and also including all exterior vents and other adjacent structural elements.

(c) Special Considerations. A Unit shall not be deemed to include pipes, wires, conduits, or other public or private utility lines running through the respective Units which are utilized for or serve more than one Unit, which items are hereby made a part of the General Common Elements of the Condominium. All exterior windows and

their window frames are hereby declared to be a part of a Unit to which they are appurtenant; provided, however, that any maintenance of exterior windows, as well as repair of broken glass or window frames from time to time, shall be performed by the Association in a uniform and attractive manner at the sole expense of the Owner of the applicable Unit. Any such expenses incurred by the Association shall be assessed as an Individual Assessment against the Owner of the applicable Unit. All spaces, walls, interior partitions, stairways, fixtures and other improvements within the boundaries of a Unit as described above are a part of such Unit. Nonstructural interior walls shall not be considered a boundary of a Unit. All interior doors adjacent to interior hallways within a Unit shall be deemed a part of such Unit.

(d) Descriptions of Units Subject to Plat. The descriptions of the Units set forth in Section 2.2 of this Declaration represent the general intention of Declarant; provided, however, if a discrepancy exists between the above descriptions and the Plat, the Plat shall control.

Section 2.3 General Common Elements.

(a) Description and Use of General Common Elements. The General Common Elements are as depicted on the Plat and/or described in this Declaration. Each Owner may use the General Common Elements for the purposes for which they are intended, but no such use shall interfere in any material respect with the rights of the other Owners.

(b) Assignment of General Common Elements. The Board of Directors, without need for a vote by the Owners, is hereby authorized to assign General Common Elements as Limited Common Elements, provided that any such assignment shall be made in accordance with the Act. A General Common Element not previously assigned as a Limited Common Element may be assigned by the Board of Directors as a Limited Common Element, without the need for a vote by the Owners, upon written application to the Association by the Owner or Owners for whose exclusive use such General Common Element is requested. Upon such application, the Association at the expense of the requesting Owner or Owners, shall prepare and execute a Supplemental Declaration assigning the General Common Element as a Limited Common Element, which amendment shall be executed by the Association and the Owner or Owners making such application. The Board of Directors has the right to approve or disapprove any such request made by any Owner.

Section 2.4 Limited Common Elements;Description of Limited Common Elements. As depicted on the Plat, the Limited Common Elements and the Unit(s) to which they are assigned are as follows:a mailbox assigned to a particular Unit, to be initially assigned in the sole discretion of the Declarant, is assigned as a Limited Common Element to the Unit so assigned; provided, however, that the mailbox shall not be replaced, altered or changed in any manner except in accordance with the Regulations?

(ii) light and electrical fixtures outside a Unit, or attached to the exterior wall of the Unit, which exclusively serve a particular Unit are assigned as Limited Common Elements to the Unit so served.

(iii) any utility meter or sub-meter which serves only one Unit is assigned as a Limited Common Element to the Unit so served.

(iv) a balcony or a terrace attached to and exclusively serving a Unit is assigned as a Limited Common Element to the Unit so served.

(v) the internal hallways on the second and third floors of the Flat Building and the stairwells thereto are assigned as a Limited Common Element to the Flat Units.

(b) Reassignment of Limited Common Elements. The Board of Directors, without need for a vote by the Owners, is hereby authorized to reassign Limited Common Elements, provided that any such reassignment shall be made in accordance with the Act. A Limited Common Element may be reassigned by the Board of Directors as a General Common Element without the need for a vote by the Owners, upon written application to the Association by the Owner or Owners for whose use of the Limited Common Element previously assigned is directly affected. Upon such application, the Association at the expense of the requesting Owner or Owners, shall prepare and execute a Supplemental Declaration reassigning the Limited Common Element as a General Common Element, which amendment shall be executed by the Association and the Owner or Owners making such application. The Board of Directors has the right to approve or disapprove any such request made by any Owner.

(c) Descriptions of Limited Common Elements Subject to Plat. The descriptions of Limited Common Elements set forth in Section 2.4 of this Declaration represent the general intention of Declarant; provided, however, if a discrepancy exists between the above descriptions and the Plat, the Plat shall control.

Section 2.5 Prohibition Against the Creation of Other Sub-Unit Condominiums. The Owners of the Units are expressly prohibited from creating sub-unit condominiums within the boundaries of their Units.

Section 2.6 Allocation of Interests in Common Elements. The initial Allocated Interests have been determined by dividing (a) the Square Footage of each Unit by (b) the combined Square Footage of each Unit. The initial Allocated Interests are shown opposite the Units in Exhibit C attached to this Declaration. Any Supplemental Declaration filed in accordance with Section 2.1 of this Declaration shall include a revised listing of all Units reflecting the Allocated Interests opposite the Unit description.

Section 2.7 Inseparability of Units; No Partition. Each Unit shall be inseparable, and shall be acquired, owned, conveyed, transferred, leased and encumbered only as an entirety, except for the provisions of Section 3.6 and Section 3.11 of this Declaration. No Unit shall be subject to physical partition, and no Owner shall bring or be entitled to maintain an action for the partition or division of a Unit or the Common Elements. Any purported conveyance, judicial

sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements without the Unit to which such Common Elements are allocated is void *ab initio*. Each Owner shall have the right, without the vote or consent of the Association or any other Owner, to: (i) make alterations, additions or improvements in, to and upon Units owned by such Owner, whether structural or non structural and (ii) change the internal floor plan and layout of any Unit owned by such Owner; provided, however, that all material changes to the Skin or to the configuration or size of any Unit shall require the prior approval of the Association. All work done in accordance with the provisions of this Article II shall be done in compliance with the Governing Documents and all applicable Legal Requirements.

Section 2.8 Permissible Relationships; Description.

(a) Ownership of Units. A Unit may be acquired and held by more than one Person in any form of ownership recognized by the Legal Requirements.

(b) Description of Units. Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Unit shall legally describe such Unit by its identifying Unit designation (as such designation is set forth on the Plat as well beneath the column labeled "Unit" in the Allocation of Ownership Interests table attached hereto as Exhibit C), followed by the words "Rose Monte Phase III Condominium, located in Davidson County, Tennessee," with further reference to the recording data for this Declaration (including the Plat and any amendments to this Declaration). Every such description shall be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber or otherwise deal with such Unit, and any such description shall be construed to include all incidents of ownership relating to a Unit.

Section 2.9 Sale of Unit. Except for sales of Units by the Declarant, no Owner may list to sell, sell or otherwise transfer ownership of a Unit or any interest therein in any manner without prior written notice to the Association. Not later than the earlier of (a) fifteen (15) days before listing a Unit for sale, either by owner or with a real estate agent, real estate broker or other real estate professional; or (b) fifteen (15) days before the transfer of ownership occurs, the Owner shall give the Association written notice of its intention to sell its Unit. The notice shall include the name and address of the seller, the name and address of the real estate agent, broker or other professional who has listed the Unit for sale, if any, the name and address of the purchaser, the nature of the transaction, and the Unit being sold or transferred. Each new Owner receiving a conveyance from any party other than Declarant shall notify the Association immediately after becoming a new Owner by delivering a copy of the deed to the Unit to the Association. Each Owner shall have the right to mortgage or encumber its Unit in accordance with Section 2.10 below.

Section 2.10 Mortgage of Unit. An Owner shall be entitled from time to time to mortgage or encumber such Owner's Unit by creating a lien covering such Unit under the provisions of a deed of trust, but any lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lienholder which acquires an Owner's Unit through judicial foreclosure, public sale or any other means shall be subject to the terms and provisions of this Declaration. An Owner that mortgages its Unit shall notify the Association,

giving the name and address of said Owner's Mortgagee, and the Association shall maintain such information.

ARTICLE III.
USES, RESERVATIONS AND RESTRICTIONS

Section 3.1 Permitted and Prohibited Uses. The uses allowed in the Units (which, subject to the restrictions set forth in this Declaration, may be changed in the discretion of each Unit's Owner) shall be limited only to single family residential uses and those uses allowed pursuant to Legal Requirements and this Declaration.

Section 3.2 Pet Restrictions.

(a) No animals or pets may be kept in any Unit or brought upon the Property by any Unit Owner other than dogs, cats, and fish which are usually and commonly kept as household pets. The maintenance, keeping, boarding and/or raising of birds, pot belly pigs, reptiles, rodents (i.e., mice, gerbils, and hamsters) and any other animal, livestock, or poultry of any kind, regardless of number, is expressly prohibited. Subject to the following restrictions, a Unit Owner may maintain two (2) household pets (two dogs, two cats or one of each) in a Unit provided that the Unit Owner has provided the Association with written notice of the intent to maintain a household pet in its Unit as well as records satisfactory to the Association that all vaccinations with respect to such household pet required by any applicable laws and regulations have been obtained and are current, and provided further that such pets (i) are permitted by applicable laws and regulations, (ii) are controlled by the Unit Owner at all times when outside the Unit, (iii) are not left unattended on patios, balconies or terraces, (iv) are quiet and inoffensive and generally not a nuisance to residents of other Units or any Occupant of any other Unit, (v) are not being kept or raised for commercial purposes, and (vi) do not in the aggregate exceed fifty (50) pounds in weight at maturity.

(b) Violations. Neither the Declarant, the Board of Directors nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing restrictions, and any Owner committing such a violation shall fully indemnify and hold harmless the Declarant, the Board of Directors, each other Owner and the Association in such regard. Without limiting the generality of the foregoing, a violation of the provisions of this Section 3.2 shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Owners and/or to require any pet to be permanently removed from the Property.

Section 3.3 Parking. All parking spaces located on the Property shall be subject to the procedures and regulations adopted for the same from time to time by the Association.

Section 3.4 Compliance with Governing Documents. Each Owner, by accepting a deed conveying title to a Unit and any Tenant shall automatically be deemed to have agreed to strictly comply with the provisions of the Governing Documents and all Legal Requirements. A failure or refusal of an Owner or a Tenant to so comply with any such provisions, after written

notice, shall constitute a Dispute that shall be resolved in accordance with Article X of this Declaration. In addition, an Owner's voting rights in the Association may by written notice be suspended by the Association during the period of such noncompliance.

Section 3.5 Reservations by Declarant. In accordance with, and only if not prohibited by the Act or any other applicable Legal Requirement, and at all times while Declarant or any Affiliate of Declarant owns any Unit or any other real property interest in the Condominium, Declarant reserves the right to exercise each of: (a) the Development Rights and (b) the Special Declarant Rights. Declarant shall have the right to conduct all operations necessary in its sole discretion to complete the construction and development of the Property and to market and sell the Units. Regardless of any restriction or regulation, during the construction of the Improvements or in exercising the Development Rights or any of the Special Declarant Rights, Declarant may enter upon the Property and operate thereon such vehicles and equipment as shall be necessary in the sole discretion of Declarant or its Designees for such purposes. Declarant shall have the right to authorize the use of any part of a Unit as a model unit or sales office in connection with the sale of Units and shall have the right to authorize placement upon the Property signs designating the sales office in advertising the sale of the Units. Such signs may be placed in such locations and shall be of such size and character as Declarant may determine. All actions relating to the foregoing must be in compliance with the Governing Documents.

Section 3.6 Reserved Easements. Each Owner accepts a deed conveying title to a Unit subject to the Easements granted and reserved, as applicable, in this Section 3.6, which Easements (and all related rights and obligations related to such Easements arising on or after the date of any transfer) shall run with the Condominium. The Easements hereby granted or reserved are as follows:

(a) Access Easement. Declarant hereby grants and reserves a perpetual, irrevocable, assignable and non exclusive Access Easement over, on and across each Unit as may reasonably be necessary for its own benefit and for the benefit of Declarant, Declarant's Designees and the Association for: (i) the exercise by Declarant of the Special Declarant Rights or the performance of any obligations of Declarant under the Governing Documents; (iii) the performance by the Association of any repair, maintenance, or construction obligations of Declarant under the Governing Documents or otherwise; and (iv) such other reasonable purposes as are deemed by the Association to be necessary for the performance of its obligations as described in the Governing Documents. Each Owner shall at all times maintain with the Association a key to each separately occupied portion of such Owner's Unit to be used in connection with the Access Easement in the event of an emergency. The Access Easement may only be assigned to Designees of Declarant and the Association.

(b) General Common Elements Easement. Declarant hereby grants and reserves a perpetual, irrevocable, assignable and non-exclusive General Common Elements Easement over, on and across the portions of the General Common Elements designed for such purposes for its own benefit and for the benefit of each Unit and the Owners, Tenants and Occupants thereof and the Association for vehicular and pedestrian ingress and egress, as the case may be, from each Unit and for the use of the General Common Elements consistent with the intended use thereof. The areas of the

Condominium subject to the General Common Elements Easement shall be maintained by the Association in accordance with the Maintenance Standard and Section 5.1 of this Declaration.

(c) Parking Easement. Declarant hereby grants and reserves a perpetual, irrevocable, assignable and non-exclusive Parking Easement, over, on and across any parking spaces that are located within the General Common Elements for benefit of the Units for pedestrian and vehicular use of the parking spaces located within the General Common Elements, as designated by the Association from time to time and subject to the reasonable rules and regulations of the Association.

(d) Support Easement. Declarant hereby grants and reserves a perpetual, irrevocable, assignable and non-exclusive Support Easement over, on and across the Common Elements for its own benefit and the benefit of the Owners of the Units and the Association, for support of all portions of the Structure that support, uphold or are a part of the Units. The area of the Common Elements subject to the Support Easement shall be maintained by the Association in accordance with the Maintenance Standard and Section 5.1 of this Declaration.

(e) Systems Easement. Declarant hereby grants and reserves a perpetual, irrevocable, assignable and non-exclusive Systems Easement over, on and across the Common Elements for its own benefit and for the benefit of the Owners of the Units and the Association, for the use and maintenance of and the connection to any portion of the Systems. The area of the Common Elements subject to the Systems Easement shall be maintained by the Association in accordance with the Maintenance Standard and Section 5.1 of this Declaration.

(f) Utility Easement. Declarant hereby grants and reserves a perpetual, irrevocable, assignable and non-exclusive Utility Easement over, on and across the Common Elements: (i) for its own benefit and the benefit of utility companies supplying utility service to the Condominium for supplying utility service to any part of the Condominium and (ii) for its own benefit for the right to grant additional Utility Easements. The area of the Common Elements subject to the Utility Easements and actually used for such purposes shall be maintained by the Association in accordance with the Maintenance Standard and Section 5.1 of this Declaration. Declarant may record an easement agreement or easement relocation agreement in the real property records of the County, specifically locating or relocating any Utility Easement subsequent to the recordation of this Declaration, and each Owner, by acceptance of a deed to, or possession of, a Unit, hereby grants Declarant an irrevocable power of attorney, coupled with an interest, with full power and authority to locate or relocate any Utility Easement; provided that any such location or relocation shall not materially interfere with the use of either such Unit by its Owner or the use of the Common Elements by the Owners.

(g) Miscellaneous. Use of any of the Easements granted or reserved in this Section 3.6 of the Declaration shall not materially adversely affect the structural integrity of any Building. Notwithstanding the assignability of the Easements, no Easement may be assigned to any Person that is not the Owner or Tenant of the Unit that is benefited by

the respective Easement nor shall any Owner that is benefited by an Easement grant a sub-easement or a license to any area covered by any Easement; Use and availability of any facilities or areas covered by the Easements are subject to the Regulations.

Section 3.7 Encroachments. If, as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance, any portion of the Common Elements encroaches upon an Owner's Unit, an irrevocable and perpetual easement over, on and across such Owner's Unit for such encroachment and for the maintenance of the same is hereby granted and conveyed to the Association by each Owner at the time each Owner's Unit is conveyed to the Owner. If as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance any portion of an Owner's Unit encroaches upon the Common Elements, or upon any adjoining Owner's Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of the same over, on and across each Owner's Unit is hereby granted to the Owner of such Owner's Unit. Such encroachments and easements shall not be considered or determined to be encumbrances either upon a Unit or upon the Common Elements.

Section 3.8 Estoppel Certificates. Each Owner, from time to time but no more often than twice each calendar year, shall have the right to require the Association to deliver to the requesting Owner a written statement addressed to the requesting Owner and its Mortgagee or purchaser of its Unit, as applicable, without payment of any fee or cost certifying:

(a) that the Declaration is unmodified and in full force and effect (or if modified that the Declaration as so modified is in full force and effect);

(b) that the Declaration attached to the certificate is a true and correct copy of this Declaration and all amendments hereto;

(c) the date through which all Assessments have been paid by the Owner requesting the certificate;

(d) that to the knowledge of the Association, the Owner requesting the certificate is not in default of any of its obligations under the Declaration (or if the Owner requesting the certificate is in default, specifying the defaults and the remaining cure period, if any); and

(e) that the Association holds no existing liens, other than the lien for unpaid Assessments accrued and not yet payable, against the Unit of the Owner requesting the certificate (or if Association holds liens against the Unit of the Owner requesting the certificate, specifying such liens).

Section 3.9 Antennas and Satellite Dishes Restrictions. The following shall apply to all Owners:

(a) Except as otherwise provided hereunder, no transmission antenna, of any kind, may be erected anywhere on the Property, including the Units without written approval of the Board of Directors.

(b) No direct broadcast satellite ("DBS") antenna or multi-channel multi-point distribution service ("MMDS") antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Property, including any Unit or any Limited Common Element.

(c) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission rules and regulations (as amended from time to time, the "FCC Rules") and the Regulations, and only if and to the extent the FCC Rules mandate that such dishes or antennas be allowed. In such event, to the extent permissible under the FCC Rules, (i) such satellite dishes and antennas shall be in a uniform color designated by the Board of Directors, and (ii) the Board of Directors may designate and restrict the specific location and color of such satellite dishes and antennas. To the extent that any of the foregoing subsection (ii) is not permitted under the FCC Rules, the remaining portion of this Section 3.13 shall survive independently to the extent permissible under the FCC Rules.

In the event of a transfer of a Unit that includes a satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with the Governing Documents regarding satellite dishes and antennas.

Section 3.10 Leases. Units may be leased; however: (i) no lease shall be made for transient or hotel purposes, and shall be for a term of at least one (1) year; provided that during the Period of Declarant Control, the Declarant may enter into leases for a term of less than one (1) year, but at least six (6) months; (ii) such lease shall be in writing, shall state that it is subject in all respects to the provisions of the Governing Documents and shall provide that any failure by the Tenant thereunder to comply with the terms and provisions of Governing Documents shall constitute a default under such lease; (iii) each lease shall be subject to leasing restrictions set forth by the Association in the Governing Documents and the Association; (iv) an executed copy of each lease shall be submitted to the Association promptly following execution and the Association shall submit a copy thereof to the Association; and (v) all leases shall be on forms approved by the Association and the Residential Association.

ARTICLE IV.
MATTERS REGARDING THE ASSOCIATION

Section 4.1 General. The Association has been incorporated as a non-profit corporation under the Tennessee Nonprofit Corporation Act. In addition to the powers conferred on the Association under the Tennessee Nonprofit Corporation Act, the Association may take all actions authorized by the Governing Documents. Any and all actions taken by the Association pursuant to Governing Documents are binding on all Owners. This Declaration is not intended to place any limitations or restrictions on the power of the Association or the Board of Directors except as set forth in this Declaration or the Governing Documents.

Section 4.2 Period of Declarant Control. During the Period of Declarant Control, the Declarant, or Persons designated by the Declarant, may appoint and remove the officers of the Association and members of the Board of Directors; provided, however, not later than one hundred twenty (120) days after conveyance of twenty-five percent (25%) of the Units to Owners other than the Declarant, at least one (1) member of the Board of Directors must be elected by the Owners other than the Declarant. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before the termination of the Period of Declarant Control, but in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in an instrument executed by the Declarant and recorded in the real property records of the County, be approved by the Declarant before any such specified actions become effective.

Section 4.3 Allocation of Votes in the Association. Each Owner will automatically be a member of the Association. With respect to any matter on which members of the Association shall be entitled to vote, unless a different allocation of votes is required by the Act or elsewhere in this Declaration, each Member shall be entitled to exercise one (1) vote.

Section 4.4 Suspended Voting Rights. All voting rights of an Owner may be suspended during any period that such Owner is delinquent in the payment of any Assessment duly established pursuant to this Declaration, or is otherwise in default under the terms of the Governing Documents.

Section 4.5 Right of Action by Owners. Owners acting collectively or individually, shall have the right to maintain actions against the Association for its failure to comply with the provisions hereof or to perform its duties and responsibilities hereunder.

ARTICLE V.
MAINTENANCE, ALTERATIONS, TAXES AND UTILITIES

Section 5.1 Maintenance.

(a) Maintenance of Units. All maintenance, repairs and replacements of, in or to any Unit, ordinary or extraordinary, foreseen or unforeseen, including maintenance, repair and replacement of interior non-structural walls, doors within or affording access to a Unit, and all Systems, to the extent such Systems do not serve another Unit, fixtures and outlets and floor coverings within a Unit shall be performed by the Owner in accordance with the Maintenance Standard, with the cost thereof charged against the Owner of such Unit. Any maintenance of exterior walls, the Building Structure and the roof and roof components from time to time, shall be performed by the Association in a uniform and attractive manner at the sole expense of the Owner of the applicable Unit. Any such expenses incurred by the Association shall be assessed as an Individual Unit Assessment against the Owner of the applicable Unit.

(b) Maintenance of General Common Elements. All General Common Elements shall be maintained by the Association in accordance with the Maintenance Standard, the cost and expense of which shall constitute a General Common Expense and

shall be payable by the Association as may be set forth herein. The Association shall not be obligated to establish reserves, but may, in its sole discretion, elect to establish and maintain an adequate reserve fund for such purposes, to be funded by Monthly Assessments rather than by Special Assessments; provided, however, that the Association may require Special Assessments for such purposes, in accordance with Section 7.1(c) of this Declaration. Nothing in this Declaration shall be deemed or construed as relieving any Owner from liability or responsibility for damage to the General Common Elements caused by the negligence or misconduct of an Owner or an Owner's Occupants or invitees.

(c) Maintenance of Limited Common Elements. Subject to the day to day cleaning and care requirements of the Limited Common Elements, which shall be the responsibility of the Owner of the Unit to which such Limited Common Element is assigned, all Limited Common Elements assigned pursuant to Section 2.4 shall be maintained by the Association in accordance with the Maintenance Standard; provided that the Association may allocate the cost thereof between the Owners in accordance with Section 7.2 of this Declaration. Where a Limited Common Element assigned to a Unit consists of a balcony or terrace, the 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 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 and terraces and allocate the cost thereof between the Owners in accordance with Section 7.2 of this Declaration.

(d) Limitation of Liability. The Declarant, the Association and any Unit Owner shall not be liable: (i) for injury or damage to any person or property caused by the elements or by the Owner or Occupant of any other Unit, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from or over any portion of the Common Elements or any other Unit or from any pipe, drain, conduit, appliance or equipment which the Association or any other Unit Owner is responsible to maintain hereunder; (ii) to any Owner or Occupants of any other Unit for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements or in such Owner's Unit; or (iii) to any other Owner or Occupant for any damage or injury caused in whole or in part by the Association's failure or the failure of such Unit Owner to discharge its responsibilities under this Section 5.1 of the Declaration where such damage or injury is not a foreseeable, natural result of the Association's or such Unit Owner's failure to discharge its responsibilities.

Section 5.2 Failure of Owner to Maintain Unit. If any Owner fails or neglects to maintain, repair or clean its Unit or the Limited Common Elements assigned to such Unit to the extent required by Section 5.1 of this Declaration, and such failure or neglect continues for fifteen (15) days after such Owner's receipt of written notice of such neglect or failure from the Association, then the Association acting on its own behalf may, but shall not be obligated to,

either seek a mandatory injunction requiring the defaulting Owner to maintain, repair or clean its Unit or enter the Unit and take appropriate steps to perform, or cause to be performed, the maintenance, repair, cleaning and replacement in the manner as required by this Declaration; provided, however, that if the Association declines to seek a mandatory injunction or perform such maintenance on behalf of the defaulting Owner, any other Owner shall have the right to either seek a mandatory injunction requiring the defaulting Owner to maintain, repair or clean its Unit or enter such Unit and perform or cause to be performed the maintenance required by this Declaration. The defaulting Owner shall, upon demand, reimburse the Association or the Owner seeking the mandatory injunction or making such repairs or maintenance, as applicable, for all costs and expenses incurred in exercise of its rights in this Declaration. Any Charges for such costs and expenses not paid within ten (10) days from the defaulting Owner's receipt of demand from the Association or another Owner shall bear interest at the Past Due Rate, and the non-defaulting Owners shall have the right to offset against any Charges owing to the defaulting Owner by such non-defaulting Owner.

Section 5.3 Disputes. Any Dispute arising among Owners as to the proper person to bear a maintenance cost or expense shall be resolved in accordance with Article X in this Declaration.

Section 5.4 Alterations of Units . Subject to the other provisions of this Declaration, alterations to Units and relocation of the boundaries between adjoining Units are subject to the following restrictions:

(a) Alterations to Units. The Owner of a Unit shall be entitled to make alterations to the interior of a Unit without the approval of any other Owner(s), the Declarant or the Association so long as such alterations do not negatively impact any other Unit, the Easements, the General Common Elements or any Systems serving any other Unit. Notwithstanding anything to the contrary stated herein, no Owner or Occupant may make any alteration to the exterior of a Unit or any other alteration restricted by the preceding sentence without first making a complete application to the Board of Directors pursuant to subsection (c) below, and obtaining the prior written approval of the Board of Directors Such approval shall not be granted by the Board of Directors unless the Owner of the Unit has presented to the Board of Directors such information as the Board of Directors may reasonably require, including, but not limited to, the following documentation: (1) plans for the proposed modifications; (2) all necessary permits or approvals required by governmental authorities for the proposed modifications; and (3) a certificate of liability insurance from the applicant's contractor, which names the Association and the Owner of the Unit as additional insureds.

(b) Relocation of Boundaries. Except as set forth in Section 2.2, boundaries between adjoining Units shall not be relocated unless approved by the Board of Directors.

(c) Applications. Applications for approval of any such architectural modification shall be in writing and shall provide such information as the Board of Directors may reasonably require, including, but not limited to, the documentation described in subsection (a) above. Once an application and all required information is received by the Board of Directors, the Board of Directors shall stamp the application as

being complete, and shall then forward to the applicant a written notice of application completion. The Board of Directors shall be authorized to retain an engineer, architect or other consultant to review such application and related documentation and plans, and all costs and expenses related thereto shall be borne solely by the applicant. Approval of an application may be withheld by the Board of Directors until such time as all costs and expenses related to the review of an application have been paid by the applicant. The Board of Directors shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, materials to be used, initial acoustical rating approved by Declarant, harmony with the external design of the Buildings and other structures that may be located on the Condominium, and it shall be entitled to stop any construction that is not in conformance with approved plans. Under no circumstances will alterations be made or permitted to be made by any Owner if such alteration will:

(i) unreasonably diminish the benefits afforded to such other Owners by any easement or license or unreasonably interrupt such other Owner's use or enjoyment of any easement or license; provided, however, interruption of the use and enjoyment of any easement or license for temporary construction purposes shall not require consent of the Owners if, upon completion of construction, each Owner's use and enjoyment of the affected easement or license is substantially restored;

(ii) adversely affect or impair in any material way the structural integrity, character, value or utility of the Buildings (or any portion thereof);

(iii) adversely affect in any material way facilities benefiting any other Owners;

(iv) alter the facade or exterior appearance of any portion of the Buildings; or

(v) adversely affect in any material way the rights of any Owner, Occupant or Person to exercise the easement rights granted in this Declaration.

(d) Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner on behalf of itself and its successors-in interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the Board of Directors.

(e) Limitation of Liability. **THE OWNER MAKING OR CAUSING TO BE MADE ANY ADDITIONS, ALTERATIONS OR IMPROVEMENTS AGREES, AND SHALL BE DEEMED TO HAVE AGREED, FOR SUCH OWNER TO HOLD THE ASSOCIATION, DECLARANT, THE BOARD OF DIRECTORS AND ALL OTHER OWNERS HARMLESS FROM AND TO INDEMNIFY THEM FOR ANY LIABILITY OR DAMAGE TO THE PROPERTY RESULTING FROM SUCH ADDITIONS, ALTERATIONS OR IMPROVEMENTS. ANY OWNER**

SUBMITTING PLANS HEREUNDER, BY DISSEMINATION OF THE SAME, AND ANY OWNER, BY ACQUIRING TITLE TO THE SAME, AGREES NOT TO SEEK DAMAGES FROM 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 THE STRUCTURAL SAFETY, SOUNDNESS, WORKMANSHIP, MATERIALS, USEFULNESS, CONFORMITY WITH BUILDING OR OTHER CODES OR INDUSTRY STANDARDS OR COMPLIANCE WITH THE GOVERNING DOCUMENTS AND ALL LEGAL REQUIREMENTS. FURTHER, EACH OWNER AGREES TO INDEMNIFY AND HOLD THE ASSOCIATION AND ITS RESPECTIVE OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DAMAGES, EXPENSES OR LIABILITIES WHATSOEVER, ARISING AS A RESULT OF THE REVIEW OF ANY PLANS HEREUNDER.

(f) No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledge that the Board of Directors may adopt different architectural standards for different parts of the Condominium, based on street visibility and location of the proposed modification in the Buildings. The approval of the Board of Directors of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(g) Enforcement. Any construction, alteration, or other work done in violation of Section 5.4 of this Declaration shall be deemed to be nonconforming. Upon written request from the Board of Directors, an Owner shall, at its own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board of Directors or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs thereof, including reasonable attorneys' fees, may be assessed against the benefited Unit and collected as an Individual Unit Assessment pursuant to this Declaration. In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of Section 5.4 of this Declaration and its decisions. Furthermore, the Board of Directors shall have the authority to record in the Davidson County land records notices of violation of the provisions of Section 5.4 of this Declaration.

Section 5.5 Mechanic's Liens; Indemnification. No labor or services performed or materials furnished and incorporated in an Owner's Unit shall be the basis for the filing of a lien against any Unit of any Owner not expressly consenting to or requesting the same, or against the Common Elements. **EACH OWNER (TO THE EXTENT ARISING THROUGH SUCH OWNER) SHALL INDEMNIFY AND HOLD HARMLESS EACH OF THE OTHER OWNERS AND THE ASSOCIATION FROM AND AGAINST ALL LIABILITIES AND OBLIGATIONS ARISING FROM THE CLAIM OF ANY MECHANIC'S LIEN AGAINST THE UNIT OF SUCH OWNER, THE UNIT OF SUCH OTHER OWNERS AND/OR THE COMMON ELEMENTS.** All contracts for labor, services and/or materials with respect to any of the Units shall be in compliance with the provisions hereof.

Section 5.6 Taxes.

(a) Payment of Governmental Impositions. Each Owner shall be responsible for and shall pay when due all Governmental Impositions lawfully levied or assessed against such Owner's Unit, except to the extent such tax assessments are being actively and diligently contested in good faith by appropriate legal proceedings, and if requested by the Association, have been bonded or reserved in an amount and manner satisfactory to the Association. Any Governmental Impositions lawfully levied or assessed with respect to the Site not separately billed to the Owners, shall constitute a General Common Expense shall be payable by the Association when due.

(b) Notice to Taxing Authorities. Declarant shall give written notice to the appropriate taxing authorities of the creation of the Condominium established pursuant to this Declaration. Each Owner shall promptly request and diligently pursue from the applicable taxing authority separate tax parcel status and a separate tax identification number for its Unit. The Owners of the Units shall be responsible for and shall pay when due all Governmental Impositions lawfully levied or assessed with respect to such Owner's Unit.

(c) Units Not Separately Assessed. If any Governmental Impositions with respect to the Site are not separately billed to the Owners of a Unit, each Owner shall pay its respective allocated portion of such Governmental Impositions (which allocations shall be determined in the manner set forth in this Declaration) when requested by the Association (but in no event later than ten (10) days before the date of delinquency, without any additional notice or grace period) to permit the Association to make full payment of such Governmental Impositions prior to the date on which such Governmental Impositions would become delinquent; provided that the Association shall not require any Owner to make any payment to the Association for Governmental Impositions to the extent such amounts have already been deposited by such Owner in accordance with any escrow arrangement.

(d) Failure to Pay Governmental Impositions. The Association or any Mortgagee may pay the portion of Governmental Impositions that any Owner has failed to pay when due, and the Association or such Mortgagee shall have a lien against such Unit that may be enforced by any means available at law or in equity, including non-judicial foreclosure sale of such Unit; provided, however, no such Assessment lien for

delinquent Governmental Impositions shall be valid until a notice of such lien is duly recorded in the real property records of the County, notwithstanding any applicable statute, law (including case law), equitable doctrine, ordinance or regulation that permits any such lien to attach absent such recordation in the real property records. Each Owner, by its acquisition of such Unit, grants a power of sale in connection with such lien in favor of the Association or any Mortgagee that makes payment of Governmental Impositions on behalf of a defaulting Owner. Any lien pursuant to Section 5.6(d) of this Declaration shall have the same priority as a lien by the Association for Assessments. The provisions of this Section 5.6(d) shall terminate and be of no further force or effect whatsoever, upon the later of the date upon which (i) each of the Units shall be separately assessed and billed as a separate tax parcel by the tax assessor and (ii) all the Governmental Impositions due and owing prior to all Units being separately assessed and billed as a separate tax parcel by the tax assessor have been paid in full to the appropriate taxing authority.

Section 5.7 Utilities. In addition to their allocated share of General Common Expenses, each Owner shall be responsible for and shall pay all gas, electricity, water charges and any other utility relating to such services used or consumed at or with respect to the occupancy of the Owner's Unit, to the extent such charges are separately metered or sub-metered by the respective utility companies (or other Designees designated by the Association with respect to sub-metered utilities). Any utility charges not so separately metered or sub-metered, and charges relating to such services used in connection with the use and maintenance of the General Common Elements, shall constitute a General Common Expense and shall be payable by the Association. The Association may allocate such expenses incurred in connection with the use and maintenance of the Common Elements to such Units based on actual usage, rather than Allocated Interests, if the Association determines in its sole but reasonable discretion that the allocation of such expenses based on Allocated Interests would not be equitable to one or more Owners.

ARTICLE VI.
INSURANCE

Section 6.1 Requirements.

(a) All insurance coverage required to be obtained pursuant to this Article VI of this Declaration or purchased at the election of the Association shall:

(i) be in such form, approved by and shall be issued by such responsible insurance companies licensed to do business in the State of Tennessee and shall be rated by Best's Insurance Guide (or any successor publication of comparable standing) as "A-VI" or better to the extent reasonably obtainable;

(ii) provide that each Owner is an insured person under the policy with respect to liability arising out of its interest in the Common Elements or membership in the Association;

(iii) provide that no act or omission by any Owner, unless acting in the capacity of a governing board member of the Association, will void the policy or be a condition to recovery under the policy;

(iv) provide that if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; and

(vi) contain standard mortgagee clauses, if applicable.

(b) All insurance coverage purchased at the election of an Owner shall:

(i) be in such form, approved by and shall be issued by such responsible insurance companies licensed to do business in the State of Tennessee and shall be rated by Best's Insurance Guide (or any successor publication of comparable standing) as "A-VI" or better to the extent reasonably obtainable;

(ii) not be brought into contribution with insurance purchased by other Owners or the Association;

(iii) provide that such policy is primary insurance if at the time of a loss under the policy any Owner has other insurance covering the same property covered by the policy; and

(v) contain standard mortgagee clauses, if applicable.

Section 6.2 Insurance by the Association. Commencing upon the first conveyance of any Unit to an Owner other than Declarant, the Association (for itself and as attorney-in-fact for each Owner) shall obtain and maintain, to the extent reasonably available: (a) insurance coverage in at least the amounts of the coverage set forth on Exhibit D attached to this Declaration and (b) at the expense of the Owner incurring such Lien Indebtedness, such other insurance (or additional coverage) as such Owner's Mortgagee shall require. The Association shall carry such other or additional insurance in such amounts and against such risks as the Association shall reasonably deem necessary with respect to the Common Elements or operation of the Association. Unless indicated otherwise, the premiums for all insurance coverages maintained by the Association pursuant to Section 6.2 of this Declaration shall constitute a General Common Expense, and shall be payable by the Association.

Section 6.3 Association as Attorney-in-Fact for the Owners. By acceptance of a deed to, or possession of, a Unit, each Owner shall be deemed to have irrevocably appointed the Association (which appointment shall be deemed a power coupled with an interest), together with any authorized representative designated by the Association, as such Owner's attorney-in-fact for the purpose of purchasing and maintaining the insurance coverage required to be maintained by the Association pursuant to Exhibit D attached to this Declaration as well as for submission of and adjustment of any claim for loss under such policies, the collection and appropriate disposition of Insurance Proceeds under such policies, the negotiation of losses and execution of releases of liability related to such policies, the execution of all documents and the

performance of all other acts necessary to accomplish such purpose. The Association or its authorized representative must receive, hold or otherwise properly dispose of any Insurance Proceeds under insurance policies maintained by the Association in trust for the Owners and the Mortgagees as their interests may appear based on the fair market value of the interests damaged or destroyed. All insurance policies required to be obtained by the Association pursuant to Section 6.1 above shall be issued in the name of the Association. Loss payable provisions under insurance policies maintained by the Association shall be in favor of the Association, and the Association shall have the duty to receive Insurance Proceeds under such policies and to hold them in trust for the purposes stated elsewhere in this Declaration.

Section 6.4 Insurance Required to be Maintained by Owners. Commencing upon the conveyance of a Unit to an Owner other than Declarant, such Owner shall obtain and maintain the insurance coverage set forth on Exhibit D attached to this Declaration. Each Owner shall carry such other or additional insurance in such amounts and against such risks as such Owner shall reasonably deem necessary with respect to such Owner's Unit and the contents therein.

Section 6.5 Other.

(a) Neither the Association, Declarant nor any Owner shall be liable for failure to obtain any insurance coverage required by this Declaration or for any loss or damage resulting from such failure, if such failure is due to the general unavailability of such coverage from reputable insurance companies; provided that the Association shall provide prompt notice to all Owners when it becomes aware that such insurance is not generally available.

(b) The insurance required to be purchased by the Association and the Association, as attorney-in-fact for each Owner, pursuant to Article VI of this Declaration shall not cover claims against any other Owner due to accidents occurring within that other Owner's Unit, or casualty, theft or loss to the contents of that other Owner's Unit.

(c) Each Owner and its respective Tenants and Designees waive any claim they might have against the other Owners and their Tenants and Designees, the members of the Board of Directors, any Manager or the Association (i) any damage to or theft, destruction, loss or loss of use of any property or (ii) any damage due to personal or bodily injury, to the extent the same is insured against under any insurance policy of the types described in Exhibit D attached to this Declaration that covers the Property, such Owner's or the Association's fixtures, personal property, improvements, or business, or is required to be insured against under the terms of Exhibit D attached to this Declaration, regardless of whether the negligence of the other Owner or its Tenants or Designees, any member of the Board of Directors, any Manager or the Association (as applicable) caused such (x) damage to or theft, destruction, loss or loss of use of any property or inconvenience or (y) damage to the person or persons described herein. Each Owner shall cause its respective insurance carrier to endorse all applicable policies waiving each such carrier's rights of recovery under subrogation or otherwise against the other Owners and their respective Tenants and Designees, the Board of Directors, any Manager and the Association, unless it can be shown that the act with intent to cause the loss was in fact the cause of the loss. The Association shall cause its respective insurance carrier to

endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the Owners and their respective Tenants and Designees.

ARTICLE VII.
ASSESSMENTS

Section 7.1 Monthly and Special Assessments by the Association. The Association shall possess the right, power, authority and obligation to establish a regular Monthly Assessment for payment of General Common Expenses and such Special Assessments as provided for in this Declaration.

(a) General Common Expenses. The Association shall possess the right, power, authority and obligation to establish a regular Monthly Assessment sufficient in the judgment of the Association to pay all General Common Expenses when due. Such Monthly Assessments so established shall be payable by the Owners on the first day of each calendar month, and shall be applied to the payment of General Common Expenses and charges for which the Association is responsible, including charges relating to maintenance, repair and care of the General Common Elements. Each Owner's share of the General Common Expenses shall be the same percentage as such Owner's Allocated Interest.

(b) Budget for General Common Expenses. Prior to the commencement of each fiscal year of the Association, the Association shall prepare and deliver to each of the Owners a Master Budget. Such Master Budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the General Common Expenses anticipated to be incurred in the upcoming fiscal year, and shall be accompanied by a statement setting forth each Owner's monthly share thereof and the date as of which such Monthly Assessment commences to be payable. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the Monthly Assessment payable hereunder, and the failure of the Association to timely deliver such Master Budget shall in no event excuse or relieve an Owner from the payment of the Monthly Assessments contemplated hereby, in which case, each Owner shall pay to the Association an amount equal to such Owner's Monthly Assessment for the prior calendar month. Any Master Budget prepared and delivered to the Owners as contemplated in Article VII of this Declaration may be amended as and to the extent reasonably necessary, and the amount of an Owner's Monthly Assessment changed to correspond therewith.

(c) Special Assessments by Association. In addition to the Monthly Assessments contemplated by Section 7.1(a) of this Declaration, the Association shall possess the right, power, authority and obligation to establish Special Assessments from time to time as may be necessary or appropriate in the judgment of the Association to complete the repair and restoration of the Condominium pursuant to Section 8.1 and to pay non-recurring General Common Expenses relating to the proper maintenance, care, alteration, improvement, replacement, operation and management of the Condominium and the administration of the Association.

Section 7.2 Individual Unit Assessments. In addition to the Monthly Assessments and Special Assessments contemplated in Section 7.1 of this Declaration, the Association shall possess the right, power and authority to establish or levy Individual Unit Assessments in accordance with the provisions of this Declaration against an individual Owner or an Owner's Unit for charges properly borne solely by one or more but less than all Owners, such as additional services, damages, fines or fees. Individual Unit Assessments shall be the personal obligation of the Owner against whom the Individual Unit Assessment is assessed, and shall constitute a lien against the Unit in the same manner and with the same consequences as Monthly Assessments and Special Assessments.

Section 7.3 Obligation to Pay Assessments. Each Owner shall be personally obligated to pay Owner's share of all Assessments duly established pursuant to this Declaration to the Association. Unpaid Assessments due as of the date of the conveyance or transfer of a Unit shall constitute a joint and several personal obligation of the prior Owner and the new Owner. No Owner shall be entitled to exemption from liability for Owner's obligation to pay such Assessments by waiver of the use and enjoyment of the Common Elements, by an abandonment of the Owner's Unit or by any other action or otherwise. Any Assessment not paid within five (5) days of the date due shall bear interest at the Past Due Rate, and shall be recoverable by the Association, together with interest as aforesaid and all costs and expenses of collection, including reasonable attorneys' fees, by suit in a court of competent jurisdiction sitting in the County. It shall be the responsibility of the Association to collect any such delinquent Assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and, where requested, the Owner's Mortgagee.

Section 7.4 Suspended Rights for Delinquent Assessments. To the extent provided by the Association, and to the extent not prohibited by the Act or any other applicable Legal Requirement, the Association may suspend any services or rights provided to an Owner during any period that such Owner is delinquent in the payment of any Assessment duly established pursuant to this Declaration, or is otherwise in default under the terms of the Governing Documents.

Section 7.5 Lien to Secure Payment of Assessments. Declarant hereby reserves and assigns to the Association a lien against each Owner's Unit, the Rents, if any, payable to any Owner and Insurance Proceeds to which an Owner may be entitled to secure the payment of all Assessments, which lien shall be and constitute a lien and encumbrance, in favor of the Association, upon such Owner's Unit, the Rents, and any Insurance Proceeds. Each Owner, by acceptance of a deed to, or possession of, a Unit, acknowledges and reaffirms the grant of the liens established in this Declaration in favor of the Association. The liens established in this Declaration shall be prior and superior to all other liens and encumbrances subsequently created upon such Owner's Unit, Rents and Insurance Proceeds, regardless of how created, evidenced or perfected, other than (a) the liens for Governmental Impositions, and (b) the lien securing the payment of Lien Indebtedness; provided, however, in order for the lien securing the payment of Lien Indebtedness to be prior and superior to the lien created by this Section 7.5, the deed of trust securing the payment of Lien Indebtedness must have been recorded prior to the date on which the Assessment became delinquent, and provided, further, that in any event the lien created by this Section 7.5 in favor of the Association with respect to and securing Assessments made against an Owner and an Owner's Unit for the most recent six (6) month period shall in all cases

be prior and superior to any lien securing the payment of Lien Indebtedness. The liens and encumbrances created in this Declaration may be enforced by the Association by any means available at law or in equity, including a non-judicial foreclosure sale of the Unit of a defaulting Owner pursuant to the requirements of Tennessee law. Each Owner, by acquisition of such Owner's Unit, grants to the Association a power of sale in connection with the Association's liens. By written resolution, the Association may appoint, from time to time, an officer, agent, trustee or attorney of the Association to exercise the power of sale on behalf of the Association. The Association may bid for and purchase the Owner's Unit, as a General Common Expense, at any such foreclosure sale. Payment of proceeds resulting from such foreclosure sale shall be applied toward Assessments owing to the Association. The foreclosure by a Mortgagee of an Owner's Unit in order to satisfy Lien Indebtedness will extinguish the subordinate lien for any Assessments but shall not extinguish the lien with respect to and securing Assessments made against an Owner and an Owner's Unit for the most recent six (6) month period, all as more particularly set forth above, and in no event shall a defaulting Owner be relieved from liability incurred for past Assessments.

Section 7.6 Waiver of Redemption Rights by Owner. EACH OWNER, BY ACCEPTING A DEED CONVEYING TITLE TO A UNIT, EXPRESSLY WAIVES THE RIGHT OF REDEMPTION (WHETHER ARISING UNDER TENNESSEE CODE ANNOTATED, SECTION 66-8-101 ET. SEQ., OR OTHERWISE), THE EQUITY OF REDEMPTION, HOMESTEAD, DOWER, ELECTIVE OR DISTRIBUTIVE SHARE, AND ANY RIGHT OF APPRAISEMENT OR VALUATION, IN CONNECTION WITH THE FORECLOSURE OF THE LIEN GRANTED TO THE ASSOCIATION AS MORE PARTICULARLY DESCRIBED IN SECTION 7.5.

Section 7.7 Commencement of Obligation to Pay Assessments. Each Owner shall be obligated to commence payment of all Assessments against such Owner's Unit on the date the Owner's Unit is conveyed to the Owner. If such date is other than the first day of a month, then such Owner shall be obligated to pay only a pro rata share of the Assessment against such Owner's Unit based on the number of days during such month that the Owner will hold title to the Owner's Unit. Prior to the commencement of the obligation to pay the initial Monthly Assessment, Declarant shall pay all General Common Expenses of the Condominium (excluding portions thereof allocable to reserves less Assessments payable by the other Owners); provided, however, nothing contained in this Declaration shall prevent Declarant from collecting from the purchaser of a Unit at closing any expenses, such as Governmental Impositions or insurance, to the extent that Declarant prepaid such expenses on behalf of the Unit being purchased.

Section 7.8 Notice of Default. If an Owner defaults in the Owner's monetary obligations to the Association, the Association, to the extent required by Tennessee law, shall notify other lienholders of the default and the Association's intent to foreclose its lien. The Association shall also notify any holder of a recorded lien or duly perfected mechanic's lien against a Unit which has given the Association a written request for notification of the Owner's monetary default or the Association's intent to foreclose its lien.

Section 7.9 Alternative Actions. Nothing contained in this Declaration shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien.

Section 7.10 Statement of Expenses and Access to Records. Upon request, the Association shall promptly provide any Owner, prospective purchaser or Mortgagee with a written statement of all unpaid Assessments due with respect to such Unit. The Association may impose a reasonable Charge for the preparation of such statement to the extent not prohibited by the Act. The Association shall make available during normal business hours for inspection, upon request by Owners, Mortgagees, Tenants, prospective purchasers and any of their authorized agents, current copies of the books, records and financial statements of the Association (including, if such is prepared, the most recent annual audited financial statement available). Any Owner or Mortgagee may have an audited statement of the Association prepared at its own expense.

Section 7.11 Subordination of Lien for Assessments. To the extent set forth in Section 7.5 above, the lien for the payment of Assessments shall be subordinate to the lien of any deed of trust that secures Lien Indebtedness.

Section 7.12 Transfer Fees.

(a) Each Owner, other than Declarant, shall, at the time such Owner purchases a Unit from Declarant, pay to the Association the Transfer Fee. The Transfer Fee shall not be considered as an advance payment of the Monthly Assessments.

(b) Any purchaser of a Unit from an Owner other than Declarant shall pay to the Association the Transfer Fee at the time of purchase. The Transfer Fee shall not be considered as an advance payment of the Monthly Assessments.

ARTICLE VIII.
LOSS AND OBSOLESCENCE

Section 8.1 Loss or Damage. The following provisions shall govern if the Condominium or any part thereof is damaged or destroyed by fire or other casualty:

(a) In the event of damage to or destruction of all or any part of any Unit or the Limited Common Elements allocated to a Unit as a result of fire or other casualty, the Owner of such affected Unit shall, at its sole cost and expense, and with due diligence, either (i) repair, restore and rebuild such Unit and the Limited Common Elements allocated to such Unit in accordance with this Article VIII, or (ii) demolish and remove all portions of such damaged and destroyed Unit and the Limited Common Elements allocated to such Unit then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. All insurance proceeds relating to the damage or destruction of a Unit or the Limited Common Elements allocated to such Unit from any insurance policy maintained by the Owner of such Unit shall belong solely to such Unit Owner (and the Mortgagee of such Unit).

(b) In the event of damage to or destruction of all or any part of the General Common Elements as a result of fire or other casualty, the Association shall repair, restore and rebuild such General Common Elements in accordance with this Article VIII.

(c) In the event a Unit is damaged and is not restored or rebuilt by the Owner of such Unit pursuant to Section 8.1(a)(i) above for a period of more than thirty-six (36) months, then the Association shall have the right to enter upon the Property on which such Unit is located and to (i) perform the obligations of such Unit Owner pursuant to Section 8(a)(ii) above, the cost of which shall be reimbursed by such Unit Owner to the Association within thirty (30) days after demand, and/or (ii) landscape or pave such area as the Association may determine. In the event the Association elects to landscape or pave such area pursuant to clause (ii) above, then such area shall be deemed to be General Common Elements and may be used by the Association and all other Owners as General Common Elements unless and until such time as the Owner of such Unit gives written notice to the Association that it has elected to rebuild such Unit; provided, however, that at any time after such 36-month period described above and prior to the Association's receipt of written notice from the affected Unit Owner declaring that such Unit Owner has elected to rebuild such Unit, the Association may, by written notice to the Owner of such Unit, declare that such Unit shall no longer be a part of the Property, in which event the Allocated Interest appurtenant to each remaining Unit which shall continue as part of the Property shall be equitably adjusted to distribute the Allocated Interest of the terminated Unit among the reduced number of Owners.

(d) If all Units are damaged by a fire or casualty and if any Owner elects to repair or rebuild such damage or destruction, and the then-current Mortgagee having a lien on all such Unit shall consent thereto, then each Unit Owner shall proceed under Sections 8.1(a) and (c) above. If all Units are damaged by a fire or casualty and if the Owners holding one hundred percent (100%) of the Allocated Interests collectively elect not to repair or rebuild such damage or destruction, and the then-current Mortgagees having liens on all such Units consent thereto, then (i) all insurance proceeds relating to the damage or destruction of a Unit or the Limited Common Elements allocated to such Unit from any insurance policy maintained by the Owner of such Unit shall belong solely to such Unit Owner (and the Mortgagee of such Unit), and (ii) the Insurance Proceeds paid with respect to insurance policies maintained by the Association resulting from such damage or destruction shall be distributed to such Owners in accordance with Section 8.1(f) Following such distribution of Insurance Proceeds, the Condominium shall be terminated and the ownership of the Condominium shall be held by the formerly-titled Owners in undivided interests as tenants-in-common with each such Owner's tenancy-in-common interest being equal to its Allocated Interest at the time of termination as adjusted by the terms of Section 66-27-318(h) of the Act. The termination of the Condominium, as aforesaid, shall be evidenced by a termination agreement in accordance with Section 66-27-318 of the Act and said termination agreement shall be recorded in the real property records of the County.

(e) Any reconstruction or repair shall be substantially in accordance with the Plat and specifications under which the Condominium was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original Plat and specifications are approved by the Association.

(f) Subject to Section 66-27-413(h) of the Act, any excess Insurance Proceeds

under insurance policies maintained by the Association remaining after such restoration and repair of the General Common Elements, and any sales proceeds available absent such restoration and repair, shall be received and held in trust by the Association in separate accounts for each Owner according to the Allocated Interests of the Owners, and such proceeds shall be applied, without contribution from one such account to another, as follow:

(i) first, to the payment of any Governmental Impositions in favor of any assessing entity having authority with respect to the Common Elements or such Owner's Unit;

(ii) second, to the payment of any delinquent Assessment with respect to such Owner's Unit, but only to the extent that such Assessment has priority over Lien Indebtedness pursuant to Section 7.5;

(iii) third, to the payment of the balance of the Lien Indebtedness of such Owner;

(iv) fourth, to the payment of the balance of any delinquent Assessment with respect to such Owner's Unit;

(v) fifth, to the payment of the balance of any other indebtedness secured by such Owner's Unit; and

(vi) sixth, the balance, if any, to each Owner entitled thereto.

Section 8.2 Obsolescense of the Property.

(a) If the Owners holding one hundred percent (100%) of the Allocated Interests shall determine, at a meeting of the Association duly called for purposes of considering same, that the Property is obsolete, and one hundred percent (100%) of the then-current Mortgagees consent, the Association, to the extent permitted by applicable law at such time, shall promptly proceed with the sale of the Property in its entirety. Any proceeds from such sale shall be received, held and applied for and on account of the Owners as provided in Section 8.1(f).

(b) With respect to decisions of the Owners under this Article VIII that require consent of one hundred percent (100%) of the then-current Mortgagees having liens on any Unit or Units to which one hundred percent (100%) of the Allocated Interests are allocated, any such Mortgagee shall be deemed to have consented to such decision if the Association does not receive an objection from such Mortgagee within thirty (30) days after the Association sends notice to such Mortgagee at the last address of such Mortgagee on file with the Association, or if no address is on file, as specified in such Mortgagee's mortgage lien of record.

Section 8.3 The Association as Attorney-in-Fact. Each Owner, by acceptance of a deed to, or possession of, a Unit, hereby irrevocably makes, constitutes and appoints the Association, and each and every one of its successors in interest hereunder, as Owner's true and

lawful attorney-in-fact, for and in Owner's name, place and stead, upon the damage or destruction of the Property, or any part thereof, or upon any determination by the Owners made pursuant to this Article VIII, to take any and all actions, and to execute and deliver any and all instruments, as the Association may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Article VIII, hereby giving and granting unto the Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as an Owner might or could do, hereby ratifying and confirming whatsoever the Association may do by virtue hereof. The Association is hereby authorized, in the name and on behalf of all Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article VIII as aforesaid, including the power and authority to make and settle claims under any insurance policies maintained by the Association, contract for and with respect to restoration and repair work, contract for and with respect to replacements and improvements to the General Common Elements, to contract for and with respect to a sale of the Property, in each case as contemplated by this Article VIII, and to execute and deliver all instruments necessary or incidental to any such actions.

Section 8.4 Matters Relating to Restoration and Repairs. Any restoration and repair work undertaken by the Association or an Owner pursuant to this Article VIII shall be performed in a good and workmanlike manner with a view to restoring the Improvements to a condition similar to that existing prior to such damage or destruction; provided, however, that in no event shall the Association be responsible for restoring, repairing or replacing any Unit or the contents located in any Unit. All such restoration and repair work, whether done by the Association or an Owner, shall be effected in a manner so as to observe all vertical and horizontal Unit boundaries existing prior to such damage or destruction. If an Owner decides to rebuild or repair its Unit or the Limited Common Elements allocated to such Unit, such Owner shall be responsible for any such costs thereof. If the Owners decide not to rebuild or repair the General Common Elements or any portion thereof, the Insurance Proceeds attributable to such area shall be distributed in accordance with Section 27-66-413(h)(2) of the Act and the Allocated Interests attributable to such area, if any, shall be reallocated in accordance with Section 27-66-413(h)(3) of the Act.

ARTICLE IX.
CONDEMNATION

Section 9.1 General Provisions. If all or any part of the Property, excluding the General Common Elements, is subject to a Taking, the Association and each Owner affected thereby shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give such notice as it receives of such proceeding to all Owners and to all Mortgagees that have requested such notice; provided, however, that the failure of the Association to give such notice shall not prejudice the right of any Owner or Mortgagee to participate in such proceedings. The expense of participation in such proceedings by the Association shall be a General Common Expense. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. Any restoration or repair of the Property following a partial Taking shall be performed in accordance with the provisions of this

Declaration and shall follow, as nearly as possible, the original plans and specifications for the Property, unless otherwise approved by the Association.

Section 9.2 Taking of One Unit. If a Unit (or a substantial part thereof such that ownership, operation or occupancy of the remaining portion of the Unit in accordance with the originally intended use of the Unit is impossible) is subject to a Taking and the Owner of such Unit shall vacate and abandon the Owner's Unit, by virtue of such Taking, the Owner and any Mortgagee of such Owner shall be entitled to the award for such Taking, including the award for the value of such Owner's interest in the Common Elements, whether or not such Common Element interest is acquired, and, after payment thereof, such Owner and any Mortgagee of such Owner shall be divested of all interest in the Property. The condemned Unit's entire Allocated Interest shall be automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the Taking. If any portion of a Unit is subject to a Taking, such that ownership, operation, or occupancy of the remaining portion of the Unit may be continued in accordance with the originally intended use of the Unit, the Owner may not vacate the remaining portion of the Unit. In such case, the Owner shall be entitled to the award for such Taking, and the Allocated Interest of the condemned Unit shall be reduced in proportion in accordance with the Reallocation Percentage. The portion of the Allocated Interest divested from the partially acquired Unit shall be automatically reallocated to that Unit and the other Units in proportion to the respective Allocated Interests of the Units before the Taking, with the partially-acquired Unit participating in the reallocation on the basis of its reduced Allocated Interest. If any repair or rebuilding of the remaining portions of the Property is required as a result of such Taking, the remaining Owners shall determine by the affirmative vote or written consent of the remaining Owners owning a majority of the re-allocated Allocated Interests either to rebuild or repair the Property or to take such other action as such remaining Owners may deem appropriate. If no repair or rebuilding shall be required, or if none be undertaken, the remaining portion of the Property shall be resurveyed, if necessary, and this Declaration shall be amended to reflect such Taking. This Declaration shall in all circumstances be amended to reflect the re-allocated Allocated Interests following the Taking.

Section 9.3 Taking of Common Elements.

(a) If a portion of the General Common Elements, together with or apart from any Unit is the subject of a Taking, the Association, in addition to the general powers set out in this Declaration, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such Taking of General Common Elements only, all damages and awards shall be determined for such Taking as a whole and not for any Owner's interest therein. After the damages or awards for such Taking are determined, such damages or awards shall be held by the Association, acting as trustee for each Owner, or Owner's Mortgagee, as their interests shall appear, in proportion to such Owner's percentage interest in the General Common Elements. The Association may, if it deems advisable, call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible the General Common Elements taken or damaged. If it is determined that such General Common Elements should be replaced or restored by obtaining other land or building additional structures, this

Declaration and the Plat attached hereto shall be duly amended by instrument executed by the Association on behalf of the Owners and duly recorded.

(b) If a portion of the Limited Common Elements is the subject of a Taking, the Owner of the Unit to which such Limited Common Elements are allocated shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto or to convey such property to the condemning authority in lieu of such condemnation proceeding and the Association shall cooperate with the reasonable requests of such Unit Owner in connection therewith. With respect to any such Taking of Limited Common Elements only, the Owner of the Unit to which such Limited Common Elements are allocated shall proceed under Section 9.2 to the same extent as if a portion of such Owner's Unit shall have been taken, and such Owner shall be entitled to the entire award or compensation allocated to the taking of such Owner's Limited Common Elements.

Section 9.4 Taking of Several Units. If an eminent domain proceeding results in the Taking of all or part of multiple Units comprising less than two-thirds (2/3) of the total Square Footage of the Property, then the damage and awards for such Taking shall be determined for each Unit and the following shall apply:

(a) the Association shall determine which of the Units damaged by such Taking may be operational for the purposes set forth in this Declaration, taking into account the nature of the Property and the reduced size of each Unit so damaged;

(b) the Association shall determine whether it is reasonably practicable to operate the remaining Units or portions of the Units as a condominium project in the manner provided in this Declaration;

(c) if the Association determines, with the consent of the Owners holding not less than one hundred percent (100%) of the Allocated Interests and not less than one hundred percent (100) of the then-current Mortgagees, as determined at a meeting of the Association duly called for purposes of considering same, that it is not reasonably practicable to operate the undamaged Units and the damaged Units which can be made operational as a condominium project, then the Association, to the extent permitted by applicable law at such time, shall promptly proceed with the sale of the Property in its entirety. Any proceeds from such sale shall be received, held and applied for and on account of the Owners as provided in Section 8.1(g) of this Declaration; and

(d) if the Association determines that it will be reasonably practicable to operate the undamaged Units and the damaged Units which can be made operational e as a condominium project, then the damages and awards made with respect to each Unit and the Limited Common Elements allocated to such Unit which has been determined to be capable of being made operational shall be applied to repair and reconstruct such Unit and such Limited Common Elements so that it is made operational. If the cost of such work with respect to any Unit and/or the Limited Common Elements allocated to such Unit exceeds the amount of the award applicable to such Unit and/or the Limited Common Elements allocated to such Unit, the additional funds required shall be paid by

the Owner of such Unit. With respect to those Units which may not be made operational or habitable, the award made with respect to each such Unit shall be paid to such Owner or the Owner's Mortgagee, as their interests may appear, and the remaining portion of such Units, if any, shall become a part of the General Common Elements and repair and use of such Units shall be determined by the Association. Upon the payment of such award for the account of such Owner as provided in this Declaration, such Unit shall no longer be a part of the Property, and the Allocated Interest appurtenant to each remaining Unit which shall continue as part of the Property shall be equitably adjusted to distribute the Allocated Interest of the terminated Units among the reduced number of Owners.

Section 9.5 Complete Taking of Property. If all the Property is taken or damaged by such Taking, all damages and awards shall be held for the accounts of all Owners, and their Mortgagees, as their interests shall appear, as provided in this Declaration, in proportion to their Allocated Interests and this Condominium shall terminate upon such payment.

Section 9.6 Payment of Awards and Damages. Any damages or awards provided in this Article IX to be paid to or for the account of any Owner by the Association, acting as trustee, shall be applied as provided in Section 8.1(f) of this Declaration.

Section 9.7 The Association as Attorney-in-Fact. Each Owner, by acceptance of a deed to, or possession of, a Unit, hereby irrevocably makes, constitutes and appoints the Association, and each and every one of its successors in interest hereunder, as Owner's true and lawful attorney-in-fact, for and in Owner's name, place and stead, upon the Taking of all or any part of the Property, or upon any determination by the Owners made pursuant to this Article IX, to take any and all actions, and to execute and deliver any and all instruments, as the Association may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Article IX, hereby giving and granting unto the Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as an Owner might or could do, hereby ratifying and confirming whatsoever the Association may do by virtue hereof. The Association is hereby authorized, in the name and on behalf of all Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article IX as aforesaid, including, without limitation, the power and authority to contract for and with respect to a sale of the Property as contemplated by this Article IX, and to execute and deliver all instruments necessary or incidental to any such actions.

ARTICLE X.
MATTERS FOR MEDIATION AND ARBITRATION

Section 10.1 Mediation. All Disputes except those relating to equitable remedies, which shall not be resolved within fifteen (15) days after same have arisen (unless such greater time is provided elsewhere in the Governing Documents) shall be submitted for, or determined by non-binding mediation. Mediation of any Dispute shall be initiated by any Owner making a written demand therefor to the other Owner or Owners involved in such Dispute and the Association; provided, however, if, at any time after Declarant is no longer an Owner, Declarant is a party to any such Dispute, Declarant shall have the right to elect not to be governed by the provisions of this Article X, by giving to the Owner or the Association, as the case may be,

within ten (10) days after Declarant's receipt from such Owner or the Association of a demand for mediation of a Dispute, written notice of Declarant's election not to be governed by the provisions of this Article X and to instead exercise Declarant's remedies at law or in equity. With respect to such mediation, the parties shall, within ten (10) days after delivery of such written demand for mediation to the Association, appoint a mediator who is: (a) a reputable person actively engaged in the commercial real estate industry for a continuous period of not less than ten (10) years and (b) is in no way affiliated, or has had material business dealings with any Owner or any member of the Association. If the parties are unable to agree upon a mediator, a mediator having the qualifications set forth above shall be appointed by a judge of the United States District Court of the Middle District of Tennessee, or such other service as may be recommended by the Nashville Bar Association. Such mediation shall occur within thirty (30) days after the mediator has been appointed and shall occur at a mutually acceptable location in Nashville, Tennessee. The costs of such mediation services shall be shared equally (but each party shall bear the cost of their own travel and attorneys' fees); provided, however, that if the Dispute is not resolved pursuant to such mediation the provisions of Section 10.2 of this Declaration shall govern the payment of attorneys' fees and costs and expenses of mediation and arbitration under this Article X.

Section 10.2 Final Offer Arbitration. If the parties are unable to resolve any Dispute at mediation, no later than thirty (30) calendar days after the parties have reached an impasse at mediation, the parties shall submit their Dispute to binding arbitration. The parties agree to select a single impartial arbitrator from a list taken from the American Arbitration Association of commercial arbitrators, and if they cannot agree on an arbitrator, each party shall select a person and those two so selected shall then select the single impartial arbitrator who shall thereafter serve as arbitrator. The issues in dispute shall be submitted as "baseball" or final-offer arbitration, whereby each party shall submit what it deems to be its most reasonable position to the arbitrator and the arbitrator shall select one of those two positions. The arbitrator shall have no discretion to select or award a position other than to select one of those submitted by the parties. To the extent rules governing arbitration are deemed necessary by the arbitrator (or by agreement of the parties), the current Rules for Commercial Mediation and Arbitration promulgated by the American Arbitration Association shall apply. Any award that is rendered by the arbitrator shall be accomplished no later than ten (10) days from the initiation of the arbitration procedure. The parties may resort to any court of competent jurisdiction for enforcement of, or any other action relating to, the arbitrator's award. The party or parties whose position is not selected or awarded shall be responsible for all attorneys' fees, costs and expenses (incurred in connection with the mediation and arbitration of a Dispute under this Article X) of the party whose position is selected or awarded for the arbitration of the Dispute under this Article X.

Section 10.3 Exclusive Remedy. With respect to any Dispute subject to arbitration under this Article X, it is agreed that the arbitration provisions of this Article X shall be the sole remedy of the Owners involved in such Dispute under this Declaration. Notwithstanding any other provisions of this Declaration, the foregoing agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The foregoing agreement to arbitrate shall not constitute any agreement or consent to arbitration of any dispute, claim, controversy or matter that does not constitute a "Dispute" as such term is defined in this Declaration or not described in Section 10.3 of this Declaration or with any Person not named or described in this Declaration,

provided that any arbitration proceeding initiated under the terms of Section 10.2 of the Declaration may, at the request of any party, be joined or consolidated with other arbitration proceedings involving additional parties if the Dispute and the subject of such other proceedings arise out of common or interrelated factual occurrences. Any award of the arbitrator shall be final and binding upon the Owners involved in the Dispute and such Owners' Mortgagees, and a non-appealable judgment thereon may be entered by any court having jurisdiction.

ARTICLE XI.
MISCELLANEOUS

Section 11.1 Revocation or Termination of Declaration. This Declaration may be revoked or the Condominium established hereby may be terminated only in accordance with Section 66-27-318 of the Act.

Section 11.2 Amendment to Declaration. This Declaration may be amended at a meeting of the Owners at which the amendment is approved by those Owners holding not less than sixty-seven percent (67%) of the votes in the Association. Such amendment shall be evidenced by a written instrument executed and acknowledged by an officer of the Association on behalf of the consenting Owners and filed of record in the County. Any such amendment so effected shall be binding upon all of the Owners; provided, however, that except as permitted or required by the Act, no such amendment shall: (a) cause the alteration or destruction of all or part of any Unit unless such amendment has been consented to by the Owner and the Mortgagee of the Unit which is to be altered or destroyed; (b) create or increase Special Declarant Rights; (c) increase the number of Unit; (d) change the boundaries of a Unit, except as permitted by Section 2.2; (e) change the use restrictions on a Unit unless in each case such amendment has been consented to by Owners holding one hundred percent (100%) of the votes in the Association; or (f) decrease or eliminate the Limited Common Elements allocated to a Unit without the prior approval of the Owner of such Unit. Notwithstanding the foregoing, no such amendment shall become effective unless approved by Declarant if Declarant still owns one or more Units and the amendment would, in Declarant's reasonable determination: (i) increase or otherwise modify Declarant's obligations; (ii) reduce or modify any Special Declarant Rights; or (iii) materially inhibit or delay Declarant's ability to complete the Improvements or to convey any portion of the Property owned by Declarant.

Section 11.3 Partial Invalidity. If any provision of the Governing Documents shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall in no way impair or affect the validity or enforceability of the remainder of the Governing Documents.

Section 11.4 Conflicts. If any of the provisions of the Governing Documents shall be in conflict with the provisions of the Act or the Tennessee Nonprofit Corporation Act, the provisions of such statutes shall control. If a conflict exists between the provisions of the Governing Documents, the Governing Documents shall control in the following order:

(a) this Declaration;

(b) the Articles;

(c) the Bylaws; and

(d) the Regulations.

Section 11.5 Captions and Exhibits. Captions used in the various articles and sections of this Declaration are for convenience only, and they are not intended to modify or affect the meaning of any of the substantive provisions hereof. All exhibits are incorporated in and made a part of this Declaration.

Section 11.6 Usury. It is expressly stipulated and agreed to be the intent of the Declarant that at all times the terms of this Declaration, the Bylaws or the Regulations shall comply strictly with the applicable Tennessee law governing the maximum rate or amount of interest payable under any provision of this Declaration, the Bylaws, or the Regulations. If the applicable law is ever judicially interpreted so as to render usurious any amount contracted for, charged, taken, reserved or received pursuant to this Declaration, the Bylaws, the Regulations or any other communication or writing by or between the Declarant, the Association and the Owners related to the matters set forth in this Declaration, the Bylaws, or the Regulations, then it is the express intent of Declarant that all amounts charged in excess of the maximum rate allowed by Tennessee law shall be automatically canceled, *ab initio*, and all amounts in excess of the maximum rate allowed by Tennessee law theretofore collected shall be refunded, and the provisions of this Declaration, the Bylaws, or the Regulations shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law. Owners hereby agree that as a condition precedent to any claim seeking usury penalties against Declarant, the Association or any billing Owner, any Person will provide written notice to Declarant, the Association or any billing Owner, advising Declarant, the Association or any billing Owner in reasonable detail of the nature and amount of the violation, and Declarant, the Association or any billing Owner shall have sixty (60) days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to a Person or crediting such excess interest against the obligation then owing by such Person to Declarant, the Association or any billing Owner.

Section 11.7 Use of Number and Gender. Whenever used in this Declaration, and unless the context shall otherwise provide, the singular number shall include the plural, the plural number shall include the singular and the use of any gender shall include all genders.

Section 11.8 Governing Law. THIS DECLARATION AND THE BYLAWS, ARTICLES, AND RULES AND REGULATIONS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THE CONDOMINIUM SHALL BE IN RUTHERFORD COUNTY, TENNESSEE.

Section 11.9 Notice. All notices or other communications required or permitted to be given pursuant to this Declaration shall be in writing and shall be considered as properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return

receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or telefacsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the Declarant and the Association shall be as set forth below, the address of each Owner shall be the address of the Unit and the address of each Mortgagee shall be the address provided to the Association; provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the Association in the manner set forth herein:

Declarant:

LOFTS RM HOLDINGS, LLC
215 Center park Drive, Suite 100
Knoxville, TN 37922

Association:

Rose Monte Phase III Association, Inc.
215 Center park Drive, Suite 100
Knoxville, TN 37922

Section 11.10 CPI Adjustments. Whenever a specific dollar amount is recited in any of the Governing 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 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.

ARTICLE XII.
MORTGAGEE PROTECTION PROVISIONS

Section 12.1 Notice Provisions. All Mortgagees shall be entitled to receive the following notices in writing from the Association or any Owner exercising rights affecting that Mortgagee's borrower's rights under this Declaration or affecting the Mortgagee's rights, which notice shall be sent promptly following the occurrence of the applicable event:

(a) notice of any proposed action which requires the consent of Mortgagees, which notice shall be given not less than thirty (30) days prior to the desired effective date of such action;

(b) notice of default by the Owner (the beneficial interest in which is held by that Mortgagee) in the performance of such Owner's or grantor's obligations, delinquency in the payment of Assessments or charges owed by such Owner or Governmental Impositions which remains uncured for a period of sixty (60) days;

(c) notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond required to be maintained hereunder by the Association;

(d) notice of any damage or destruction to or Taking of any portion of the Condominium that affects either a material portion of the Property or the Unit securing a Mortgagee's Lien Indebtedness, which notice shall be given promptly upon the Association's obtaining knowledge of such damage or destruction;

(e) Sixty (60) days' notice prior to the Association instituting any foreclosure action on any Unit; and

(f) Thirty (30) days' notice prior to the effective date of (i) any proposed material amendment to this Declaration or the Plat; (ii) any termination of an agreement for professional management of the Property following any decision of the Owners to assume self-management of the Property; and (iii) any proposed termination of the Condominium.

Section 12.2 Cure Rights. Any Mortgagee shall have the right, but not the obligation, at any time prior to the termination of this Declaration, and without payment of any penalty, to do any act or thing required of such Mortgagee's borrower hereunder; and to do any act or thing which may be necessary or proper to be done in the performance and observance of the agreements, covenants and conditions hereof. All payments so made and all things so done and performed by any Mortgagee shall be effective to prevent a default under this Declaration as the same would have been if made, done and performed by Declarant or any Owner instead of by said Mortgagee. Any event of default under this Declaration which in the nature thereof cannot be remedied by Mortgagee shall be deemed to be remedied if: within forty-five (45) days after receiving written notice from the non-defaulting party setting forth the nature of such event of default, or prior thereto the Mortgagee shall have: (a) acquired the property owned by the defaulting party (the "Acquired Property"); (b) commenced foreclosure or other appropriate proceedings in the nature thereof, and shall thereafter diligently prosecute any such proceedings; (c) fully cured any default in the payment of any monetary obligations owed the non-defaulting

party hereunder within such forty-five (45) day period and shall thereafter continue to perform faithfully all such non-monetary obligations which do not require possession of the Acquired Property; and (d) after gaining possession of the Acquired Property following a foreclosure or deed in lieu thereof, the Mortgagee performs all future obligations of the defaulting party hereunder as and when the same are due.

Section 12.3 No Invalidity of Deed of Trust Lien. No violation of this Declaration by, or enforcement of this Declaration against, any party shall render invalid the lien of any deed of trust that secures Lien Indebtedness.

Section 12.4 Mortgagee Requirements. The Association agrees to cooperate reasonably with any Mortgagee in regard to the satisfaction of requests or requirements by a Mortgagee; provided, however, such cooperation shall be at the sole cost and expense of the requesting party, and provided, further, that no party shall be deemed obligated to accede to any request or requirement that materially and adversely affects its rights under this Declaration.

Section 12.5 Unpaid Assessments. Each Mortgagee holding a deed of trust secured by Lien Indebtedness encumbering any Unit, which Mortgagee obtains title to such Unit pursuant to judicial foreclosure, or the powers provided in such deed of trust, or a deed in lieu of foreclosure, shall take title to such Unit free and clear of any claims for unpaid Assessments or charges against such Unit which accrued prior to the time such Mortgagee acquires title to such Unit, except for Assessments made against an Owner and an Owner's Unit for the most recent six (6) month period or any unreleased lien of record that predates the filing of such deed of trust.

Section 12.6 Books and Records. All Mortgagees, upon written request, shall have the right to (a) examine the books and records of the Association, including current copies of this Declaration, Rules and Regulations and financial statements, during normal business hours; (b) require the Association to submit an annual audited financial statement for the preceding fiscal year within one hundred twenty (120) days of the end of the Association's fiscal year, if one is available, or have one prepared at the expense of the requesting entity if such statement is not otherwise prepared by the Association; (c) receive written notice of all meetings of the Owners; and (d) designate in writing a representative to attend all such meetings.

Section 12.7 Priority of Rights. No provision of this Declaration shall be construed or applied to give any Owner priority over any rights of any Mortgagee in the case proceeds or awards are not applied to restoration but are distributed to Owners in the case of a casualty loss, or Taking of, a Unit and/or the Common Elements.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Declarant has duly executed this Declaration on the day and year first above written.

DECLARANT:

LOFTS RM HOLDINGS, LLC,
a Tennessee limited liability company

By:
Name: Justin Morgan
Title: Manager

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, Justin Morgan, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Manager of LOFTS RM HOLDINGS, LLC, a Tennessee limited liability company, and is authorized the company, to execute this instrument on behalf of the company.

WITNESS my hand, at office, this 6th day of October, 2015.

Notary Public

My Commission Expires: 3/10/19

BRENDA REYNOLDS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

List of Exhibits:

Exhibit A:	Legal Description of the Site
Exhibit B:	Plat
Exhibit C:	Allocation of Ownership Interests
Exhibit D:	Insurance Requirements for the Association and the Owners

EXHIBIT A

[Legal Description of the Site]

Legal Description
Rose Monte PUD – Phase 3
Map 161, portion of parcel 307.00
Nashville, Davidson County, Tennessee

Property located in the 31st councilmanic district of Nashville, Davidson County, Tennessee, being a portion of lot 3 on the plan of Hickory Commercial Park, Section One, as of record in Plat Book 6900, Page 806, Register's Office of Davidson County, Tennessee and being more particularly described as follows:

Beginning at an iron rod (new) on the western right-of-way line of Zermatt avenue (50 foot public right-of-way), said iron rod being the southeast corner of Rose Monte PUD – Phase Two property as conveyed to MDN, LLC of record in instrument number 20080919-0096008, register's office of Davidson County, Tennessee and being the northeast corner of the property herein described;

Thence, following said western right-of-way line of Zermatt Avenue with a curve to the left having a central angle of ***21 degrees 15 minutes 52 second***, a radius of ***641.44 feet***, an arc length of ***238.06 feet***, a tangent of ***120.42 feet*** and a chord bearing and distance of ***South 00 degrees 26 minutes 06 seconds West, 236.70 feet*** to a point;

Thence, leaving said western right-of-way line of Zermatt Avenue and following a new line ***South 74 degrees 33 minutes 23 seconds West, 108.67 feet*** to a point;

Thence, continuing with said new line S***outh 36 degrees 58 minutes 20 seconds West, 29.44 feet*** to a point;

Thence, continuing with said new line S***outh 68 degrees 04 minutes 23 seconds West, 66.00 feet*** to a point;

Thence, continuing with said new line S***outh 21 degrees 55 minutes 37 seconds East, 16.83 feet*** to a point;

Thence, continuing with said new line S***outh 68 degrees 04 minutes 23 seconds West, 88.19 feet*** to a point;

Thence, continuing with said new line S***outh 39 degrees 05 minutes 19 seconds West, 70.67 feet*** to a point;

Thence, continuing with said new line with a curve to the left having a central angle of ***33 degrees 47 minutes 03 second***, a radius of ***177.00 feet***, an arc length of ***104.37 feet***, a tangent of ***53.75 feet*** and a chord bearing and distance of ***North 67 degrees 48 minutes 13 seconds West, 102.86 feet*** to a point;

Thence, continuing with said new line ***North 84 degrees 41 minutes 45 seconds West, 71.19 feet*** to a point;

Thence, continuing with said new line with a curve to the left having a central angle of ***90 degrees 00 minutes 00 second***, a radius of ***25.00 feet***, an arc length of ***39.27 feet***, a tangent of ***25.00 feet*** and a chord bearing and distance of ***South 50 degrees 18 minutes 15 seconds West, 35.36 feet*** to a point;

Thence, continuing with said new line ***North 84 degrees 41 minutes 45 seconds West, 46.00 feet*** to a point;

Thence, continuing with said new line ***North 05 degrees 18 minutes 15 seconds East, 61.00 feet*** to a point;

Thence, continuing with said new line ***North 84 degrees 41 minutes 45 seconds West, 159.38 feet*** to a point, said point being on the East line of property conveyed to LAT Brentwood, LLC, as of record in instrument number 20130729-0078688, Register's Office for Davidson County, Tennessee,

Thence, leaving said new line and following said East line of LAT Brentwood, LLC property ***North 02 degrees 11 minutes 42 seconds East, 76.48 feet*** to an iron rod (old);

Thence, continuing with the East line of said LAT Brentwood, LLC property ***North 04 degrees 22 minutes 36 seconds East, 161.42 feet*** to an iron rod (old);

Thence, continuing with the East line of said LAT Brentwood, LLC property ***North 08 degrees 30 minutes 24 seconds East, 213.02 feet*** to an iron rod (old);

Thence, continuing with the East line of said LAT Brentwood, LLC property ***North 04 degrees 51 minutes 40 seconds East, 187.20 feet*** to an iron rod (new);

Thence, continuing with the East line of said LAT Brentwood, LLC property ***North 07 degrees 51 minutes 43 seconds East, 31.96 feet*** to an iron rod (new), said rod being the southeast corner of Rose Monte PUD – Phase Two property as conveyed to MDN, LLC of record in instrument number 20080919-0096008 Register's Office of Davidson County, Tennessee;

Thence, leaving the East line of said LAT Brentwood, LLC property and following the southern boundary of said MDN, LLC property ***North 84 degrees 41 minutes 45 seconds East, 154.26 feet*** to an iron rod (new);

Thence, continuing with the southern boundary of said MDN, LLC property the next 12 calls, ***South 05 degrees 18 minutes 15 seconds West, 413.46 feet*** to an iron rod (new);

Thence, ***South 84 degrees 41 minutes 45 seconds East, 46.00 feet*** to an iron rod (new);

Thence, ***North 05 degrees 18 minutes 15 seconds East, 5.00 feet*** to an iron rod (new);

Thence, with a curve to the right having a central angle of ***90 degrees 00 minutes 00 second***, a radius of ***25.00 feet***, an arc length of ***39.27 feet***, a tangent of ***25.00 feet*** and a chord bearing and distance of ***North 50 degrees 18 minutes 15 seconds East, 35.36 feet*** to an iron rod (new);

Thence, South ***84 degrees 41 minutes 45 seconds East, 26.58 feet*** to an iron rod (new);

Thence, with a curve to the left having a central angle of ***25 degrees 15 minutes 47 second***, a radius of ***248.00 feet***, an arc length of ***109.35 feet***, a tangent of ***55.58 feet*** and a chord bearing and distance of ***North 82 degrees 40 minutes 22 seconds East, 108.47 feet*** to an iron rod (new);

Thence, ***North 70 degrees 02 minutes 28 seconds East, 185.55 feet*** to an iron rod (new);

Thence, with a curve to the right having a central angle of ***19 degrees 36 minutes 50 second***, a radius of ***227.00 feet***, an arc length of ***77.71 feet***, a tangent of ***39.24 feet*** and a chord bearing and distance of ***North 79 degrees 50 minutes 53 seconds East, 77.33 feet*** to an iron rod (new);

Thence, with a curve to the right having a central angle of ***28 degrees 06 minutes 23 second***, a radius of ***25.00 feet***, an arc length of ***12.26 feet***, a tangent of ***6.26 feet*** and a chord bearing and distance of ***South 76 degrees 17 minutes 31 seconds East, 12.14 feet*** to an iron rod (new);

Thence, with a curve to the left having a central angle of ***22 degrees 22 minutes 27 second***, a radius of ***28.00 feet***, an arc length of ***10.93 feet***, a tangent of ***5.54 feet*** and a chord bearing and distance of ***South 73 degrees 25 minutes 34 seconds West, 10.86 feet*** to an iron rod (new);

Thence, with a curve to the left having a central angle of ***03 degrees 47 minutes 46 second***, a radius of ***222.00 feet***, an arc length of ***14.71 feet***, a tangent of ***7.36 feet*** and a chord bearing and distance of ***South 82 degrees 42 minutes 54 seconds East, 14.71 feet*** to an iron rod (new);

Thence, with a curve to the right having a central angle of ***91 degrees 53 minutes 03 second***, a radius of ***25.00 feet***, an arc length of ***40.09 feet***, a tangent of ***25.84 feet*** and a chord bearing and distance of ***South 34 degrees 52 minutes 29 seconds East, 35.93 feet*** to the point of beginning.

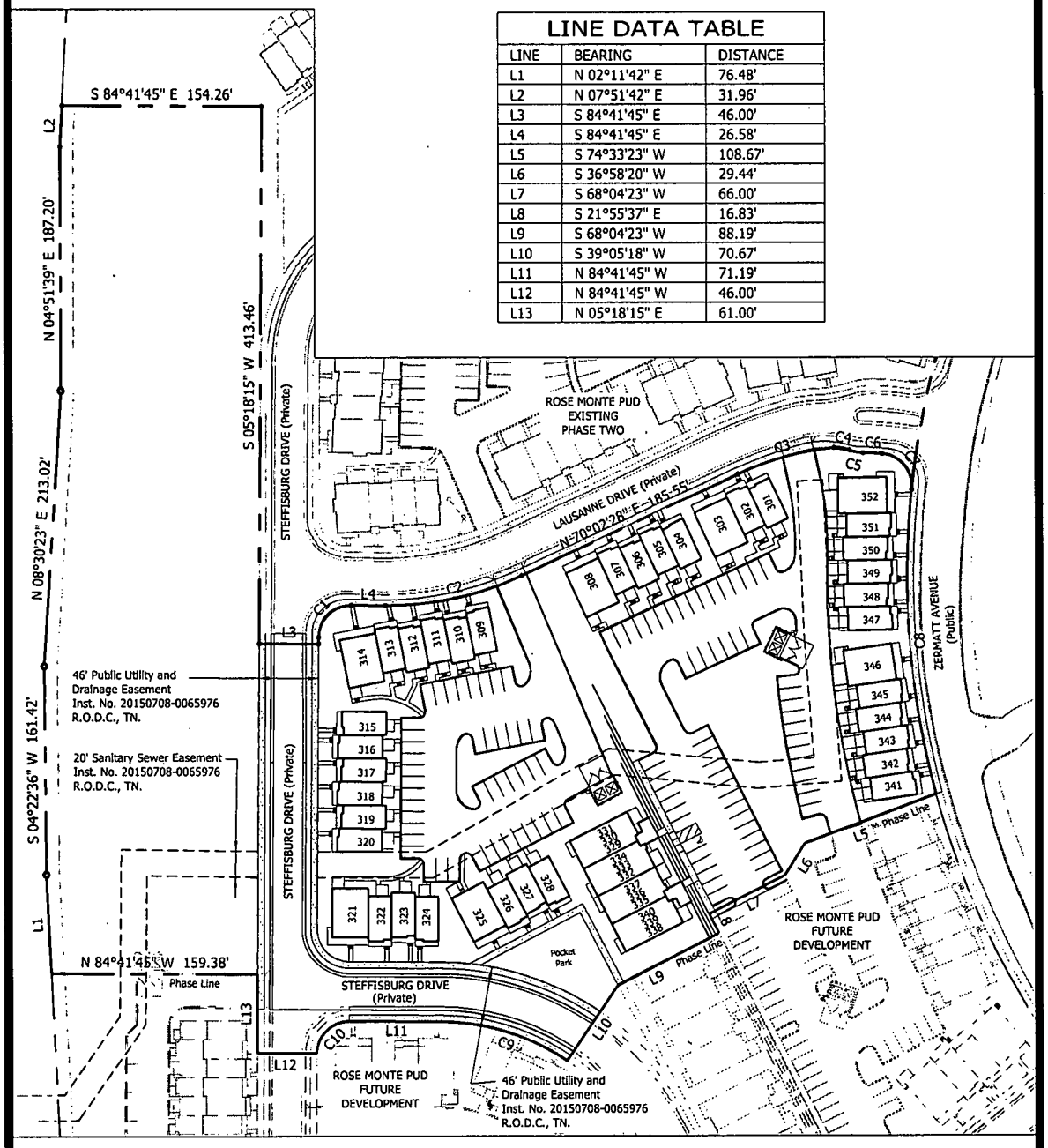
Containing ***275,018.33 square feet*** or ***6.31 acres***.

Being part of the same property conveyed to Lofts RM Holdings, LLC as of record in instrument no. 20141223-0117585 in the Registers Office for Davidson County, Tennessee.

EXHIBIT B

[Plat]

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N 02°11'42" E	76.48'
L2	N 07°51'42" E	31.96'
L3	S 84°41'45" E	46.00'
L4	S 84°41'45" E	26.58'
L5	S 74°33'23" W	108.67'
L6	S 36°58'20" W	29.44'
L7	S 68°04'23" W	66.00'
L8	S 21°55'37" E	16.83'
L9	S 68°04'23" W	88.19'
L10	S 39°05'18" W	70.67'
L11	N 84°41'45" W	71.19'
L12	N 84°41'45" W	46.00'
L13	N 05°18'15" E	61.00'



CURVE DATA TABLE						
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TANGENT
C1	90°00'00"	25.00'	39.27'	35.36'	N 50°18'15" E	25.00'
C2	25°15'47"	248.00'	109.35'	108.47'	S 82°40'21" W	55.58'
C3	19°36'50"	227.00'	77.71'	77.33'	N 79°50'53" E	39.24'
C4	28°06'23"	25.00'	12.26'	12.14'	S 76°17'31" E	6.26'
C5	22°22'27"	28.00'	10.93'	10.86'	N 73°25'34" W	5.54'
C6	03°47'46"	222.00'	14.71'	14.71'	S 82°42'54" E	7.36'
C7	91°53'03"	25.00'	40.09'	35.93'	S 34°52'30" E	25.84'
C8	21°15'52"	641.44'	238.06'	236.70'	N 00°26'06" E	120.42'
C9	33°47'03"	177.00'	104.37'	102.86'	S 67°48'13" E	53.75'
C10	90°00'00"	25.00'	39.27'	35.36'	N 50°18'15" E	25.00'

EXHIBIT "B" - SITE PLAN

ROSE MONTE P.U.D. - PHASE 3

31st. COUNCILMATIC DISTRICT - NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DATE: September 14, 2015

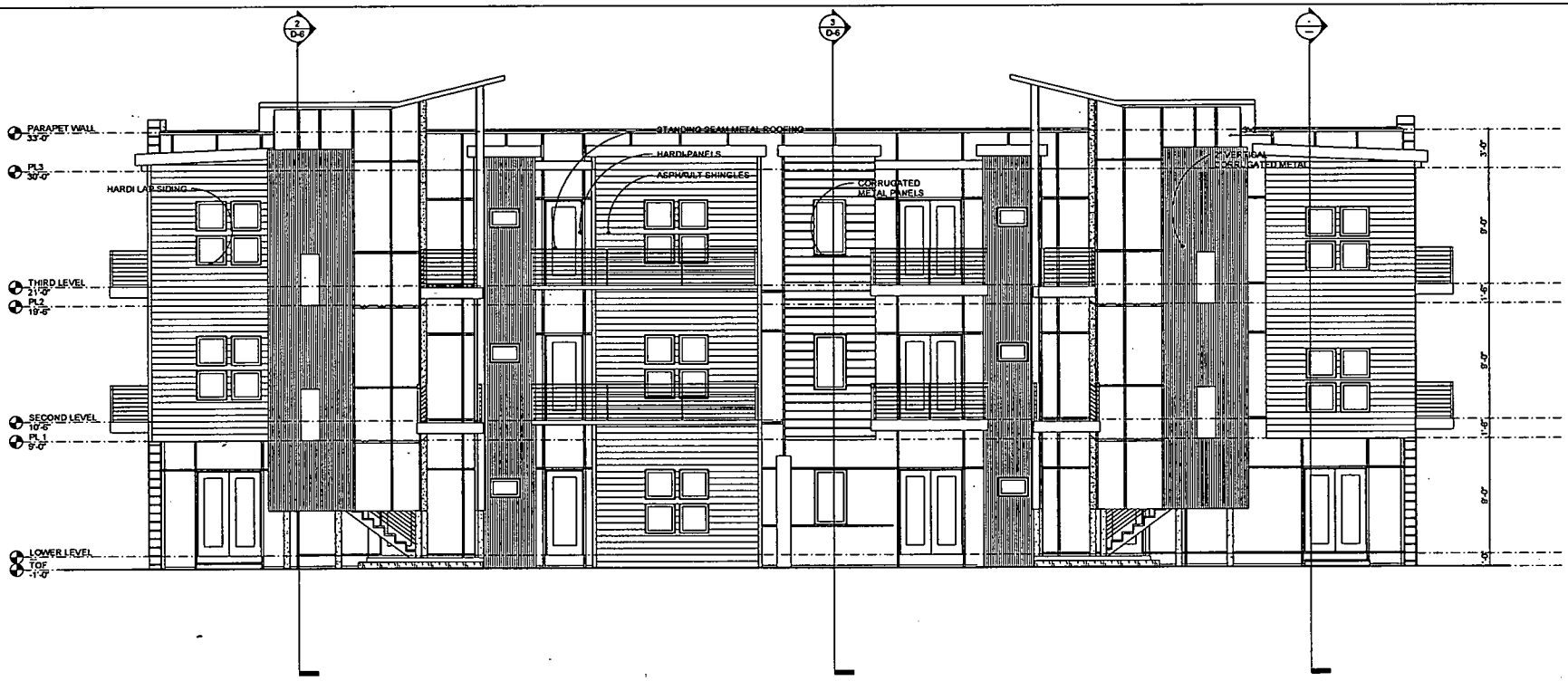
100' 0' 100' 200'

SCALE IN FEET

WAMBLE & Associates, PLLC
Civil Engineering · Land Surveying · Land Planning
40 Middleton Street · Nashville, TN 37210 · 615.251.9555

EXHIBIT B-1

[Plan of Flat Units]



1 **Front Elevation**
1/4" = 1'-0"

BUILDING UNIT BREAK DOWN:
12-TWO BEDROOM UNITS

MIN. 25% GLAZING THIS ELEVATION

D-1

Malakouti ARCHITECTS

1511 Sunset Rd.
Brentwood, TN 37207
o. 615.251.7060
f. 615.216.4844
mohsen@malakoutiarchitects.com

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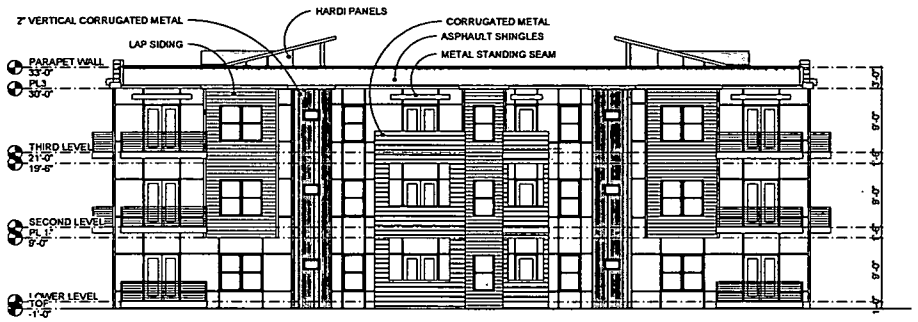
SCHEMATIC DESIGN

ROSEMONT TWO BEDROOM FLAT

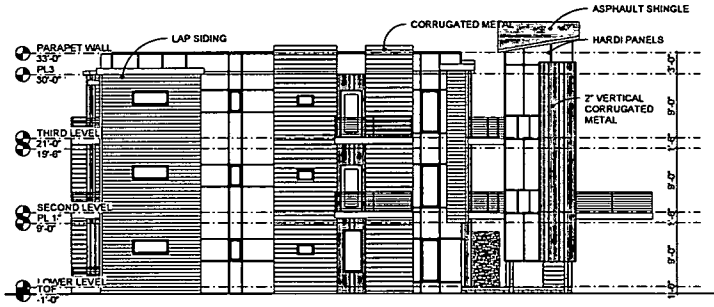
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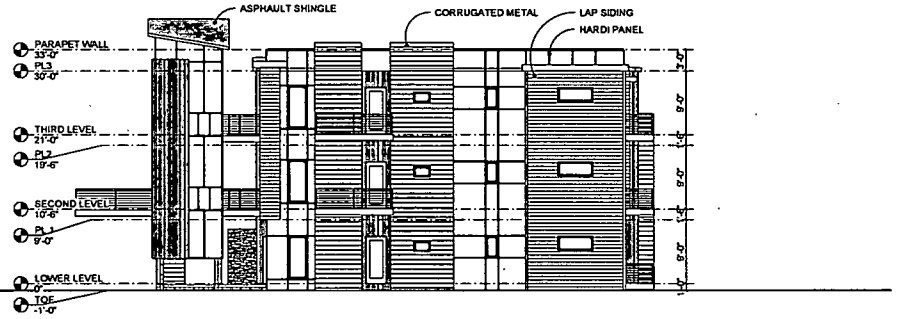
LOWER LEVEL	4860 SF
SECOND LEVEL	4919 SF
THIRD LEVEL	4919 SF
Grand total	14698 SF



REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

Malakouti ARCHITECTS

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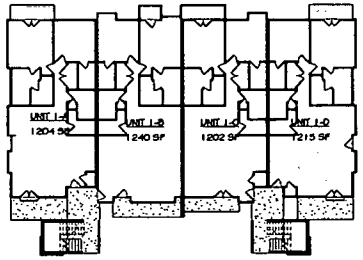
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ROSEMONT TWO BEDROOM FLAT

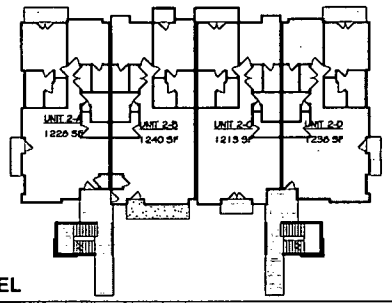
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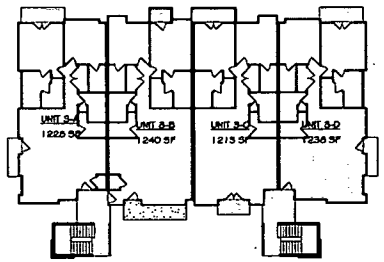
1 **LOWER LEVEL**
1/16" = 1'-0"

LOWER LEVEL Area Sq. Ft. (Rentable)		
Name	Area	Level
UNIT 1-A	1204 SF	LOWER LEVEL
UNIT 1-B	1240 SF	LOWER LEVEL
UNIT 1-C	1202 SF	LOWER LEVEL
UNIT 1-D	1215 SF	LOWER LEVEL
Grand total	4860 SF	



2 **SECOND LEVEL**
1/16" = 1'-0"

SECOND LEVEL Area Sq. Ft. (Rentable)		
Name	Area	Level
UNIT 2-A	1228 SF	SECOND LEVEL
UNIT 2-B	1240 SF	SECOND LEVEL
UNIT 2-C	1213 SF	SECOND LEVEL
UNIT 2-D	1238 SF	SECOND LEVEL
Grand total: 4	4919 SF	



3 **THIRD LEVEL**
1/16" = 1'-0"

THIRD LEVEL Area Sq. Ft. (Rentable)		
Name	Area	Level
UNIT 3-A	1228 SF	THIRD LEVEL
UNIT 3-B	1240 SF	THIRD LEVEL
UNIT 3-C	1213 SF	THIRD LEVEL
UNIT 3-D	1238 SF	THIRD LEVEL
Grand total: 4	4919 SF	

Malakouti ARCHITECTS

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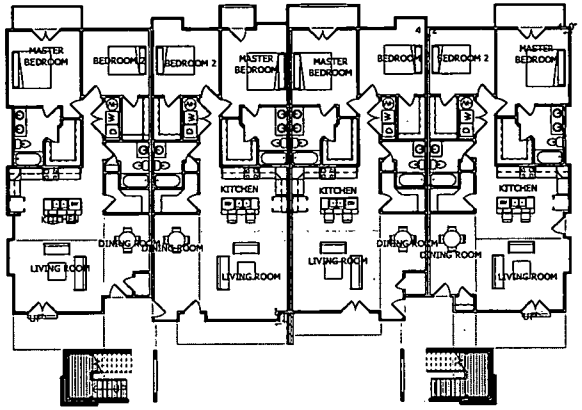
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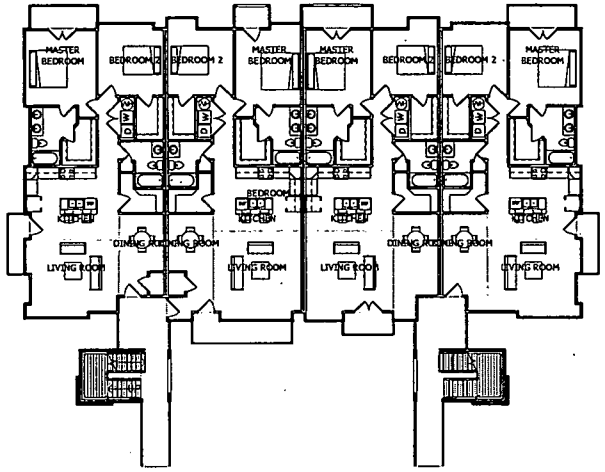
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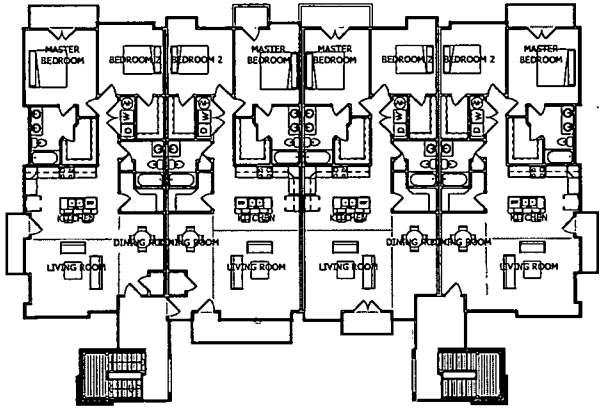
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1 LOWER LEVEL
1" = 10'-0"



2 SECOND LEVEL
1" = 10'-0"



3 THIRD LEVEL
1" = 10'-0"

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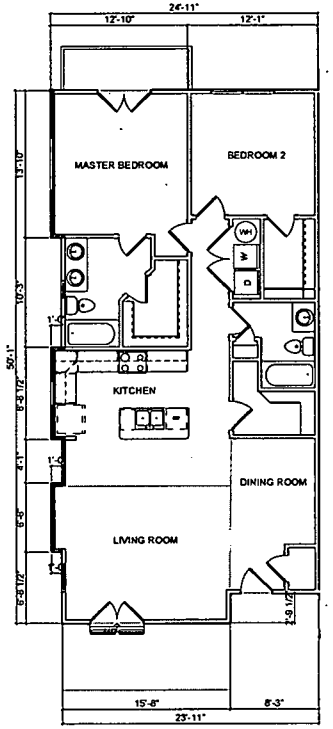
PROPOSED FLOOR PLANS

SCHEMATIC DESIGN

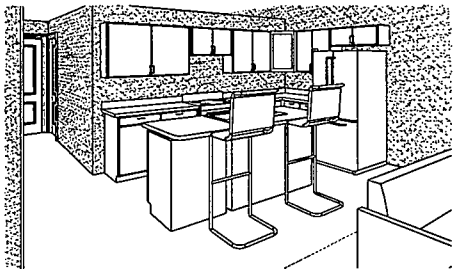
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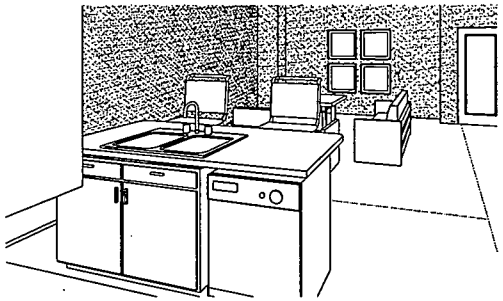
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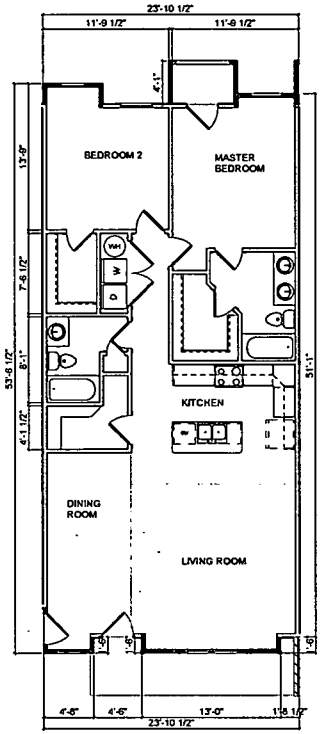
1 LOWER LEVEL - UNIT 1-A
3/16" = 1'-0"



3 A-1 Kitchen View



4 A-2 Living Room



2 LOWER LEVEL - UNIT 1-B
3/16" = 1'-0"

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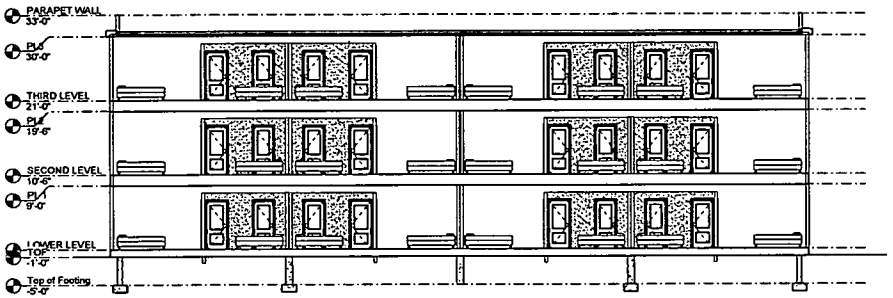
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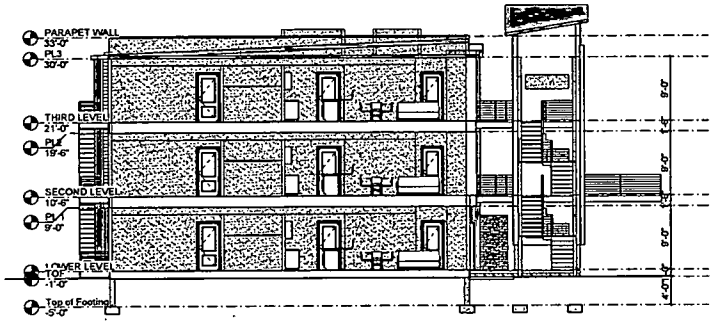
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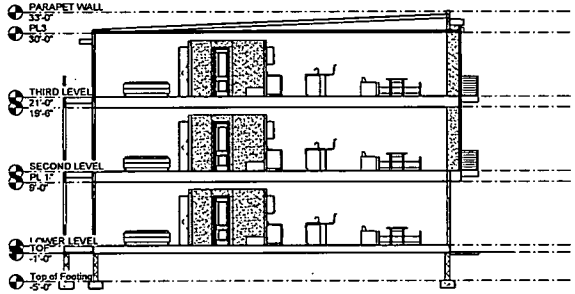
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1 **Section 4**
1/8" = 1'-0"



2 **Section 1**
1/8" = 1'-0"



3 **Section 2**
1/8" = 1'-0"

Malakouti
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EXHIBIT C

[Allocation of Ownership Interests]

Allocated Interests, as defined in Section 1.1 of the Declaration, mean the undivided interests of each Owner in the Common Elements and the General Common Expenses allocated to each Unit as reflected on this Exhibit C attached to this Declaration, as may be reallocated in accordance with the Reallocation Percentages as required from time to time pursuant to the provisions of this Declaration.

Unit	Unit Sq. Ft.	Allocated Interest
301 Lausanne Dr.	1221	1.87%
302 Lausanne Dr.	1221	1.87%
303 Lausanne Dr.	1498	2.29%
304 Lausanne Dr.	1221	1.87%
305 Lausanne Dr.	1221	1.87%
306 Lausanne Dr.	1221	1.87%
307 Lausanne Dr.	1221	1.87%
308 Lausanne Dr.	1498	2.29%
309 Lausanne Dr.	1221	1.87%
310 Lausanne Dr.	1221	1.87%
311 Lausanne Dr.	1221	1.87%
312 Lausanne Dr.	1221	1.87%
313 Lausanne Dr	1221	1.87%
314 Lausanne Dr.	1498	2.29%
315 Steffisburg Dr.	1221	1.87%
316 Steffisburg Dr.	1221	1.87%
317 Steffisburg Dr.	1221	1.87%
318 Steffisburg Dr.	1221	1.87%
319 Steffisburg Dr.	1221	1.87%
320 Steffisburg Dr.	1221	1.87%
321 Rose Monte Circle	1498	2.29%
322 Rose Monte Circle	1221	1.87%
323 Rose Monte Circle	1221	1.87%
324 Rose Monte Circle	1221	1.87%
325 Rose Monte Circle	1498	2.29%
326 Rose Monte Circle	1221	1.87%
327 Rose Monte Circle	1221	1.87%
328 Rose Monte Circle	1221	1.87%
329 Rose Monte Circle	1204	1.84%
330 Rose Monte Circle	1204	1.84%
331 Rose Monte Circle	1204	1.84%

332 Rose Monte Circle	1240	1.90%
333 Rose Monte Circle	1240	1.90%
334 Rose Monte Circle	1240	1.90%
335 Rose Monte Circle	1202	1.84%
336 Rose Monte Circle	1202	1.84%
337 Rose Monte Circle	1202	1.84%
338 Rose Monte Circle	1215	1.86%
339 Rose Monte Circle	1215	1.86%
340 Rose Monte Circle	1215	1.86%
341 Zermatt Ave.	1221	1.87%
342 Zermatt Ave.	1221	1.87%
343 Zermatt Ave.	1221	1.87%
344 Zermatt Ave.	1221	1.87%
345 Zermatt Ave.	1221	1.87%
346 Zermatt Ave.	1498	2.29%
347 Zermatt Ave.	1221	1.87%
348 Zermatt Ave.	1221	1.87%
349 Zermatt Ave.	1221	1.87%
350 Zermatt Ave.	1221	1.87%
351 Zermatt Ave.	1221	1.87%
352 Zermatt Ave.	1498	2.29%
Total:	65,362	100.00%

EXHIBIT D

[Insurance Requirements for the Association and the Owners]

The Association and the Owners shall purchase and maintain insurance policies in compliance with the following requirements:

COVERAGE AND LIMITS

TYPE	WHO MUST CARRY	MINIMUM AMOUNT	OTHER REQUIREMENTS
1. Commercial General Liability (Occurrence Basis)	1. The Association	$1,000,000 per occurrence $2,000,000 general aggregate $5,000 medical expense limit $300,000 damage to premises / property rented to you limit	1. Contain only standard printed exclusions
2. Causes of Loss-Special Form (formerly known as "All-Risk") Property Insurance	1. Each Unit Owner	1. All Units – One hundred percent (100%) of the then current replacement cost of the Building comprising such Unit.	1. Contain only standard printed exclusions 2. Waiver of any right of the insurer to repair, rebuild or replace any damage or destruction if decision is made pursuant to this Declaration not to do so