BILL GARRETT, Davidson County
Trans:T20160090094 DEEDMAST
Recvd: 10/12/16 15:17 48 pgs
Fees:242.00 Taxes:0.00
20161012-0108022

This instrument prepared by:
J. Quinton Horner
HORNER-JACKSON, PLLC
222 Second Ave. N, Suite 360M
Nashville, Tennessee 37201

DECLARATION
for
BONGO CONDOMINIUM

LVH2, LLC, a Tennessee limited liability company ("LVH2" or "Declarant") makes this Declaration as of the 11 day of October, 2016. LVH2 has an address of 2206 21st Avenue, South, Suite 200, Nashville, Tennessee 37212.

AFFIRMATION OF COMMUNITY GOALS

A. The Bongo Condominium, as defined below, will be a part of a community within Alloy-Bongo Master Condominium (the "Master Condominium"). Alloy-Bongo Master Condominium initially will include approximately 5.5 acres located at 370 and 380 Herron Drive but additional land can be added later as permitted in the Declaration for Alloy-Bongo Master Condominium of record at Instrument No. 20161012-0108018, Register's Office for Davidson County, Tennessee (the "Master Condominium Declaration"). The Bongo Condominium and Alloy-Bongo Master Condominium are intended to provide housing and commercial space that will foster artistic and industrial entrepreneurship in furtherance of the neighborhood's economic and creative vitality. The Bongo Condominium will provide live/make units, artisan maunfacturing units, and a repurposed existing bulding that will serve as a foundation for the continued success of the neighborhood.

B. This Declaration provides for the management, operation, and maintenance of the property located within Bongo Condominium.

C. The Declarant is recording this Declaration and will establish an owners' Association to enhance community life, institute and enforce certain covenants and restrictions, provide for the shared maintenance of common areas within the community, and allow for self-governance of the community, all through creation of the condominium structure described in this Declaration.

D. In addition to this Declaration, the Charter of the owners' Association, the Bylaws of said Association, and any Rules and Regulations duly adopted by said Association, the Bongo Condominium is also governed by and subject to the Master Condominium Declaration, the Bylaws for Alloy-Bongo Master Condominium Association,

Inc. (the "Master Condominium Association"), and any Rules and Regulations duly adopted by the Board of the Master Condominium Association.

ARTICLE I.
SUBMISSION OF REAL ESTATE; DEFINED TERMS

Section 1.01 Submission of Real Estate. Declarant is the owner in fee simple of the real estate described in Section 2.02 located in Davidson County, Tennessee, and hereby submits said real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property" or the "Condominium Property") to the provisions of T.C.A. §§ 66-27-201 through 507, known as the Tennessee Condominium Act of 2008 (the "Act").

Section 1.02 Defined Terms. Each capitalized term not otherwise defined in this Declaration or in the Plat (as defined below) shall have the meanings specified or used in the Act.

(a) "Declarant" shall mean and refer to LVH2, LLC, a Tennessee limited liability company, its successors and assigns, provided such successors and assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein. Declarant may and shall have the right to assign all or a portion of its rights, powers, easements and privileges under the Act and this Declaration as further set forth and reserved to Declarant. In the event of a partial assignment, the assignee shall not be deemed the Declarant but may and shall have the right to exercise such rights, powers, easements and privileges of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

(b) "Owner" as used in this Declaration shall have the same definition as "Unit Owner" in Section 66-27-203 of the Act.

(c) "Mortgage" shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance of a Unit for the purpose of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose that has been duly recorded in the Register of Deeds Office for Davidson County, Tennessee.

(d) "Mortgagee" or "Mortgage Holder" shall mean the holder of any Mortgage.

Section 1.03 Amendment. This Declaration may only be amended in accordance with Section 66-27-317 of the Act or as expressly provided in Article VII below.

ARTICLE II.
NAMES; DESCRIPTION OF REAL ESTATE; PLAT

Section 2.01 Names.

(a) Condominium. The name of the Condominium shall be "Bongo Condominium" ("Bongo" or the "Condominium"). Bongo is a Subcondominium (as defined in the Master Condominium Declaration) of the Master Condominium, and each Unit of Bongo is a Subunit (as defined in the Master Condominium Declaration) of the Master Condominium.

(b) Association. The name of the Association shall be "The Bongo Condominium Association, Inc." (the "Association").

Section 2.02 Description of Real Estate. The Condominium is located in Nashville, Davidson County, Tennessee. The Condominium Property is described in Exhibit A.

Section 2.03 Plat. The Plat attached hereto as Exhibit B is made a part of this Declaration for the purpose of describing the Condominium and the Units.

ARTICLE III.
THE ASSOCIATION

Section 3.01 Authority. The business affairs of the Condominium shall be managed by the Association. The Association shall be governed in accordance with its Charter and Bylaws, as amended from time to time.

Section 3.02 Powers.

(a) The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominium.

(b) The Association shall be governed by a Board of Directors (the "Board" or the "Board of Directors").

(c) The Association may assign its future income, including its rights to receive Common Expense assessments, to finance Common Expenses.

(d) The Association shall adopt Bylaws that shall govern the management, maintenance, operation and administration of the Association and the Condominium. The bylaws are attached hereto as Exhibit C (the "Bylaws").

Section 3.03 Declarant Control Period. The Declarant shall have all the powers reserved in Section 66-27-403(c) of the Act to appoint and remove officers and members of the Board of Directors until the earlier of (i) 120 days after the date by which seventy-five percent (75%) of the Units have been conveyed to Unit Owners other than the Declarant, or

(ii) five (5) years after completion of the project as evidenced by the first conveyance of a Unit to a purchaser (the "Declarant Control Period").

Section 3.04 Management of Association.The Association may be managed by a professional property management company. During the Declarant Control Period, such property management company, if retained, and the scope of services provided, shall be determined by the Declarant. Upon the expiration of the Declarant Control Period, the property management company may remain engaged by the Association until such time as the Board of Directors elects to engage a different property management company.

ARTICLE IV.
UNITS

Section 4.01 Identification of Units. The identifying number of each Unit is shown on the Plat.

Section 4.02 Unit Boundaries. The outermost interior walls and ceiling of each Unit are designated as boundaries of each Unit. Each Unit shall also include, without limitation, the interior walls, windows and doors, glass, ceilings, floors, permanent fixtures and appurtenances, structural components, and the electrical, plumbing and the mechanical systems serving the Unit, including without limitation the heat and air compressor, despite the fact that such systems and compressor may be located outside the Unit. Each Unit shall include one-half of any party wall separating such Unit from an adjoining Unit.

An exception to this Section is the existing structure located on the property, indicated as Unit 1 on the Plat in Exhibit B. The unit boundaries for Unit 1 shall consist of the entire structure as well as any improvements or fixtures attached to the structure.

Section 4.03 Alterations of Units. A Unit Owner may make improvements or alterations to the Unit as and to the extent provided in Section 66-27-311 of the Act. Without limiting the foregoing, any improvements that would have the effect of altering the exterior appearance of a Unit or any portion of the Condominium other than the interior of the Unit are subject to the approval of the Board of Directors, at its sole discretion, upon submission of an application detailing the nature of such changes and any other information regarding such changes as may reasonably be required by the Board of Directors.

Section 4.04 Relocation of Boundaries Between Adjoining Units. Subject to the approval of the Board of Directors, the boundaries between adjoining Units may be relocated by an amendment to the Declaration as provided in Section 66-27-312 of the Act if the Owners of those Units and their respective Mortgagees submit to the Board of Directors such application as shall reasonably be required. If approved, the Association shall prepare, execute, and record an amendment to the Declaration at the expense of the Owners of the affected Units.

Section 4.05 Subdivision of Units. Upon approval of the Board of Directors, a Unit may be subdivided into two or more Units as provided in Section 66-27-313 of the Act if the Owner of the Unit to be subdivided and any affected Mortgagee shall submit to the Board of Directors such application as shall be reasonably required. If approved, the Association shall prepare, execute and record an amendment to the Declaration at the expense of the Owner of the subdivided Unit.

Section 4.06 Requirements for Approval. The Board of Directors may condition its approval of any application submitted pursuant to Sections 4.03, 4.04, or 4.05 upon additional requirements related to preservation of the structural integrity, aesthetics, operating efficiency, and protection of the Condominium and other Unit Owners including, without limitation, acceptable architectural and engineering plans, maintenance of liability and worker's compensation insurance during construction, performance and payment bonds, or otherwise, the expense of which shall be borne by the affected Owners of the affected Units.

ARTICLE V.
COMMON ELEMENTS

Section 5.01 Common Elements. The Common Elements of the Condominium shall include all areas of the Condominium Property that are not otherwise designated as a portion of a Unit. All Unit Owners shall have the right to use the Common Elements, subject to the provisions of this Declaration.

Section 5.02 Limited Common Elements.

(a) A "Limited Common Element" means a portion of the Common Elements, designated in this Declaration, on the Plat, or by the Act, for the exclusive use of one or more, but fewer than all of the Units.

(b) The following portions of the buildings, in addition to the portions described in Sections 67-27-302(2) and 67-27-302(4) of the Act, or designated on the Plat, are designated as Limited Common Elements:

(i) any utility meter serving a particular Unit.

(ii) one-half of any party wall separating such Unit from an adjoining Unit; and

(c) Portions of the Common Elements may be marked on the Plat, or any subsequently recorded Amended Plat, as "Common Elements which may be allocated as Limited Common Elements." These portions of the Common Elements may include vehicle parking areas, and may be designated by the Declarant as Limited Common Elements for the exclusive use of the owners of particular Units per this Declaration, an Amended Declaration, the Plat or an Amended Plat.

ARTICLE VI.
MAINTENANCE, REPAIR AND REPLACEMENT; INSURANCE

Section 6.01 Maintenance and Assessments.

(a) Maintenance. The Association is responsible for maintenance, repair, and replacement of the Common Elements, and shall maintain the Common Elements in good repair. Each Unit Owner is responsible for maintenance, repair, and replacement of his or her Unit, and shall maintain all portions of his or her Unit in good repair. The Owner of each Unit shall maintain any part of such Unit that is visible from other Units in accordance with standards established by the Board of Directors. Per Section 4.02, Unit 1 is responsible for maintaining the entire structure as well as any improvements or fixtures attached to the structure.

(b) Assessments. Pursuant to Section 66-27-414 of the Act, and as set forth in the Bylaws, the Association shall make assessments against the Units for Common Expenses ("General Assessments"), together with Working Capital Fund Assessments and Special Assessments as provided in Sections 6.04 and 6.05 below (collectively, "Assessments").

Section 6.02 Expense Allocation. Any Common Expense associated with the maintenance, repair or replacement of the Common Elements shall be assessed against all Units in accordance with the provisions contained in Article VIII of this Declaration, except that any expense associated with a Limited Common Element shall be assessed against the Unit or Units to which the Limited Common Element has been assigned. Since the owner of Unit 1 is solely responsible for the maintenance of the entire Unit 1 existing structure, any additional cost associated with the maintenance, repair or replacement of Units 2- 9 shall not be assessed aginst the owner of Unit 1.

Section 6.03 Reserves. The Association shall establish and maintain an adequate reserve for the replacement of improvements to the Common Elements, which shall be funded from the General Assessment on the Units in accordance with the Expense Allocation described above.

Section 6.04 Capital Fund Assessments. Each Unit Owner, excluding Declarant, shall also pay to the Association at closing an assessment fee equal to Five Hundred and no/100 Dollars ($500.00) to be placed in a capital escrow fund (the "Capital Fund") to be used for maintenance, repair and improvement of the Common Elements (the "Capital Fund Assessment"). This Capital Fund Assessment shall be in addition to the regular General Assessments provided for above, and shall be used solely for the benefit of the Association. A Capital Fund Assessment shall be collected from each new Owner at the closing of the purchase of a Unit from the Declarant, and at the closing of each subsequent sale of a Unit. If not collected and paid at closing, a new Owner shall pay this Assessment to the Association within thirty (30) days of becoming an Owner. The Board of Directors may change the amount of this Assessment from time to time. The full amount of the Capital

Fund Assessments must be available to the Association upon the expiration of the Period of Declarant Control.

Section 6.05 Special Assessment. In addition to the General Assessments and Capital Fund Assessments, the Board may levy, during any calendar year or fiscal year, special assessments against the Units applicable only to that year, to be used solely to defray, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a capital improvement located within the Common Elements, including the necessary fixtures and personal property related thereto ("Special Assessments"). The Board may levy a Special Assessment against all Units for such expenses as a whole, or against the Units appurtenant to applicable Limited Common Elements.

Section 6.06 Insurance. The Association and each Unit Owner shall maintain insurance as provided in Article VIII of the Bylaws.

Section 6.07 Repair or Replacement after Casualty or Condemnation or Otherwise. Any portion of the Condominium that is damaged or destroyed or condemned shall be repaired or replaced promptly by the Association or Unit Owner responsible for the maintenance thereof, except as provided for in Section 66-27-413(h)(1) of the Act. All insurance proceeds shall be used only for the purpose of rebuilding, and any reconstruction or repair of the Condominium or any Unit located therein shall be in accordance with the Declaration or any additional declaration applicable thereto and the original plans and specifications for the affected portion of the Condominium, unless otherwise approved by the vote of Unit Owners possessing at least sixty-seven percent (67%) of the total percentage of ownership in the Condominium and the consent of Mortgagees that represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages, provided, however, that any Mortgagee who receives written notice via certified or registered mail, return receipt requested, of such a proposal and fails to deliver or mail to the requesting party a negative response within sixty (60) days following receipt of notice of such proposal shall be deemed to have approved such modification.

ARTICLE VII.
DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

Section 7.01 Development Rights. The Declarant reserves the following Development Rights:

(a) Prior to the first conveyance of any Unit to a person other than the Declarant, the right to amend this Declaration and the Plat for any purpose, including the purpose of altering the boundaries between adjoining Units and changing the allocated percentage of ownership allocated to such Units;

(b) The right to allocate specified areas which constitute a part of the Common Elements as Limited Common Elements for the exclusive use of the owners

of Units to which these specified areas shall become appurtenant as provided in Section 5.02 of this Declaration;

(c) The right to grant licenses per Section 66-27-203(12)(D) of the Act for parties who are not Unit Owners to use portions of the Common Elements or Limited Common Elements, subject to an obligation to pay an equitable share of the Common Expenses attributable to the licensed Common Elements or Limited Common Elements;

(d) The right to establish one or more exterior audio, television, microwave or other antennae or antennae dish or signal capture and distribution device as a Common Element for the Condominium as set forth in Section 9.01(d) of this Declaration;

(e) The right to create additional Units, Common Elements, or Limited Common Elements within any portion of the Expansion Area designated on the Plat;

(f) The right to withdraw from the Condominium all or any designated portion of the Expansion Area before a Unit within the property withdrawn has been conveyed to a purchaser; and

(g) The right to exercise any other rights reserved to the Declarant in this Declaration or set forth in Sections 66-27-203(12) and 66-27-310 of the Act.

Section 7.02 Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

(a) The right to exercise any Development Right pursuant to Section 7.01 of this Declaration or Section 66-27-310 of the Act;

(b) The right to complete or make improvements indicated on the Plat;

(c) The right to maintain sales offices, management offices, signs advertising the Condominium, and models in Units or on the Common Elements during the Declarant Control Period;

(d) The right to reserve, convey to a third party, use, and permit others to use, easements through the Common Elements and, prior to the initial sale of a given Unit, through one or more Units, as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration, to facilitate the construction, development, and/or operation of the Condominium in accordance with Section 10.03 below, or to exercise any Development Right, or other Special Declarant Right;

(e) The right to annex property, as provided in Article XIV;

(f) The right to appoint or remove any officer of the Association or any Director during the Declarant Control Period;

(g) The right to record Master Deed Restrictions that will regulate the design, construction, and modification of buildings and other improvements within the Condominium; and

(h) The right during the Declarant Control Period unilaterally to amend this Declaration to comply with the requirements of the U.S. Department of Housing and Urban Development ("HUD"), Federal National Mortgage Association ("FNMA"), the Federal Housing Authority ("FHA"), The Federal Home Loan Mortgage Corporation ("FHLMC"), the Veteran's Administration ("VA"), or other mortgage lending programs that provide financing for the purchase of Units or units in new condominiums created by submitting a Unit to an additional declaration.

ARTICLE VIII.
ALLOCATED INTERESTS

Section 8.01 Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association are allocated to each Unit as set forth in Exhibit D. The Common Elements and Common Expense liability allocated to each Unit have been calculated on a pro rata basis among all the Units in the Condominium, based upon the gross number of square feet contained within each Unit with the exception being that Unit 1 is responsible for maintaining the entire structure as well as any improvements or fixtures attached to the structure. Voting rights have been allocated to each Unit on a one vote per Unit basis, with the exception being Unit 1 will have five (5) votes, to be cast as set forth in the Bylaws. In accordance with Section 5.02, Limited Common Elements may be allocated to the Units as specified by the Declarant per this Declaration, an Amended Declaration, the Plat, or an Amended Plat.

ARTICLE IX.
RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 9.01 Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved by the Declarant, the following use restrictions apply to all Units and to the Common Elements:

(a) Permitted Use. No part of the Units or the Common Elements may be used for purposes other than coffee roasting business, including ancillary loading, storage, retail, café and offices or as otherwise allowed by the applicable Metro zoning ordinance for MUL-A.

(i) Notwithstanding the foregoing, the following uses shall be prohibited: (1) boarding house; (2) domesticated hens; (3) animal boarding facility; (4) funeral home; (5) facility that hosts nude, semi-nude or other erotic performances; (6) establishment where sexually explicit, obscene,

pornographic or "adult" materials or paraphernalia, including, but not limited to, movies, videotapes, DVD's, devices, novelties, books, magazines, or other related items are sold or displayed; (7) "head shops" or other facilities used for the sale, display or advertisement of any paraphernalia used in the preparation or consumption of controlled substances; (8) dance or music hall, "disco", nighclub, or discotheque; or (9) massage parlor (except for day spas that are approved by the Board of Directors).

(b) Improper Activities. No unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements by any Unit Owner or Unit Owner's contractors, assigns, employees, or invitees, nor shall anything be done which may be or become an annoyance or a nuisance to the owners of Units. If any Unit Owner does or permits anything to be done, or keeps or permits anything to be kept in their Unit that results in an increase the rate of insurance on the Condominium, said Unit Owner shall reimburse the Association for the amount of any such increase.

(c) Signs. As allowed by any applicable Metro codes and zoning ordinances. Without limiting the foregoing, no "For Sale" signs shall be placed in windows or on grounds by anyone other than the Declarant during the Declarant Control Period.

(d) Antennae. No exterior radio, television, microwave, or other antennae, antennae dish, or signal capture or distribution device shall be permitted outside any Unit except to the extent such prohibition is not permitted by applicable law. The Declarant or the Association may establish one or more exterior audio, television, microwave, other antennae or antennae dish, or signal capture and distribution devices as Common Elements for the Condominium.

(e) Rules and Regulations. In addition to the restrictions set forth in this Section, the use of Units and the Common Elements shall be subject to such Rules and Regulations as may be adopted by the Board of Directors.

Section 9.02 Restrictions on Alienation. A Unit shall be subject to the following restrictions on alienation:

(a) A Unit may not be conveyed pursuant to a time-sharing arrangement.

(b) A Unit may be leased or rented subject to reasonable Rules and Regulations as may be adopted by the Board of Directors in regard to leases and rental agreements. All leases must be in writing and shall incorporate the provisions of this Declaration and the Bylaws, and the Declaration and Bylaws of Alloy-Bongo Master Condominium. Notwithstanding the foregoing provisions of this Section 9.02(b), at no time shall fewer than seventy-five percent (75%) of the Units be owner-occupied.

ARTICLE X.
PLAT

Section 10.01 Recording Data. The Plat shows all information required by Section 66-27-309 of the Act. In addition, the Condominium may be subject to other easements or licenses granted by the Declarant pursuant to Sections 7.02 and 10.03 of this Declaration.

Section 10.02 Access Easements.

(a) Declarant hereby reserves, grants, and conveys to the Association, together with its duly authorized agents and representatives, such easements across, on, and under the Common Elements as are necessary to perform the duties and obligations of the Association as set forth in this Declaration, Bylaws, and any duly adopted Rules and Regulations of the Association.

(b) Each Unit shall be subject to an easement for access in favor of an adjoining Unit and the Association to make necessary repairs upon such adjoining Unit, the structure therein, and any adjoining Common Element provided, however that:

(i) Any damage caused by such entry shall be repaired at the expense of the Owner whose Unit was the cause of the repair work that led to such entry, or as a Common Expense if the Common Elements were the cause of such need for repairs;

(ii) Any such entry shall be made only at reasonable times approved in advance by, and with as little inconvenience as possible to, the Owner of the entered Unit;

(iii) In no event shall the easement be deemed to permit unauthorized entry into the interior portion of any Unit.

Section 10.03 Easements for Utilities. The Declarant during the Declarant Control Period, and the Association thereafter, shall have the right to grant easements across, under, and over the Common Elements to utility companies, governmental authorities, or between adjoining Units, for the purpose of securing the provision of utilities and rights of parking or ingress and egress to the Condominium or to dedicate a portion of the Common Elements to an appropriate governmental authority or public utility in furtherance of the foregoing purposes.

Section 10.04 Right of Entry. The Association shall have the right to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, or managers in the performance of their respective duties. Except in emergency situations, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the

possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board. The Board may levy a Special Assessment against any such Owner equal to the cost and expense incurred by the Association in curing such condition.

ARTICLE XI.
ASSESSMENT LIENS

Section 11.01 Interest on Assessments. Any past due Assessment charged to a Unit Owner shall bear interest at the maximum effective annual rate of interest as permitted by Tennessee law (or if no such rate is established, twelve percent (12%) per annum) ("Interest").

Section 11.02 Lien. All Assessments together with Interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each Assessment is made. Each Assessment, together with Interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or entity that was the Owner of such Unit at the time the Assessment arose, and the grantee of such Unit Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except, in accordance with Section 12.01(c)(2) below, no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title other than six (6) months (or less) of a Unit's unpaid General Assessments, together with the costs of collecting such unpaid General Assessments.

Section 11.03 Power of Sale. The Association's lien for Assessments may be enforced in like manner as a deed of trust with power of sale in accordance with T.C.A. §35-5-101, et. seq., provided that the Association shall give notice to the Unit Owner and to all lienholders of record prior to the first publication of notice as required under such section and T.C.A. §66-27-415. Subject to compliance with such requirements, the Association may sell the Unit at public auction for cash, and in bar of the statutory right and any equity of redemption, homestead, dower and all other rights and exemptions of every kind, all of which are hereby waived; and the Association shall apply the proceeds from such sale as follows: First to the payment of all costs and expenses of such sale, including attorneys' and trustees' fees and expenses incurred in connection with the sale and Unit Owner's default; Second to the payment of the Assessment and interest thereon; Third, the surplus, if any, to the parties legally entitled thereto.

ARTICLE XII.
RIGHTS OF MORTGAGEES

Section 12.01 Additional Rights of Mortgage Holders and Other Parties. The following provisions are intended for the benefit of each Mortgage Holder, and to the extent that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Consent of Mortgagees Required for Certain Material Changes. In addition to any other provisions of this Declaration or the Act that set forth particular requirements for amendment of this Declaration, the consent of Mortgagees that represent at least fifty-one percent (51%) of the Units that are subject to mortgages held by Mortgagees shall be required (i) for any amendment to this Declaration which is of a material adverse nature to the rights of Mortgagees or (ii) to otherwise add or amend any provisions of this Declaration which establish, provide for, govern or regulate any of the following changes that do not involve the exercise of Development Rights or Special Declarant Rights expressly reserved under Article VII hereof:

(i) Reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;

(ii) Redefinition of any Unit boundaries;

(iii) Convertibility of Units into Common Elements or vice versa;

(iv) Any provisions that expressly benefit Mortgage Holders, insurers, or guarantors;

(v) Voting rights;

(vi) Increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or the priority of Assessments;

(vii) Reduction in reserves for maintenance, repair and replacement of Common Elements;

(viii) Insurance or fidelity bonds;

(ix) Responsibility for maintenance and repair of the Condominium.

(x) Leasing of Units (including, without limitation, modifying or imposing restrictions on leasing of Units); and

(xi) Imposition of any restriction on the transfer of a Unit.

(xii) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Declaration;

(xiii) Any provisions that expressly benefit Mortgage Holders, insurers, or guarantors; and

(xiv) Termination of the legal status of the Condominium after substantial destruction or condemnation or for other reasons.

Notwithstanding the foregoing, the Condominium may not be terminated except with the written approval of Mortgagees that represent at least eighty percent (80%) of the Units that are subject to Mortgages.

(b) Notice to Mortgagees and Guarantors. Each Mortgagee, insurer or guarantor of a Mortgage on a Unit, shall be furnished written notice by the Association in the event of the occurrence of:

(i) any material damage to or destruction of the Units or Common Elements (for such purposes, any damage or destruction affecting any portion of the Common Element to the extent of Ten Thousand Dollars ($10,000.00) or more of their value, or, if damage, destruction or taking shall occur to said mortgaged Unit, to the extent of Two Thousand Dollars ($2,000.00) of its value or more, shall be deemed material);

(ii) any condemnation proceeding affecting the Unit or any material portion of the Condominium;

(iii) any delinquency of sixty (60) days or more in the payment of Assessments or other charges owed by the Owner of any Unit on which such Mortgage Holder holds a Mortgage;

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

(v) any proposed action which would require the consent of a specified number of Mortgagees pursuant to the terms of this Declaration.

(c) First Mortgagee's Rights Confirmed. Notwithstanding any provision of this Declaration or the Bylaws to the contrary, first Mortgagees shall have the following additional rights:

(i) The distribution to a Unit Owner of insurance proceeds or any condemnation award for losses to or a taking of a Unit or Common Elements shall at all times be subject to the terms of the first Mortgage Holder's Mortgage, and no provision hereof shall be deemed to give a Unit Owner or any other party priority over any rights of the first Mortgagees of Units

pursuant to their Mortgages in respect to the distribution of such awards or proceeds.

(ii) Any first Mortgagee who obtains title to a Unit through foreclosure or pursuant to the remedies under its first on such Unit shall not be liable for any Assessments other than six (6) months (or less) of the Unit's unpaid general Assessments, together with the costs of collecting such unpaid general Assessments as is permitted hereunder.

(iii) The right to examine current copies of this Declaration, the By-Laws, the Charter, rules and regulations and the books, records and financial statements of the Association during normal business hours.

(iv) The right to receive, without any charge and within a reasonable time after such request, the annual financial statement which is prepared and distributed by the Association to the Unit Owners at the end of its fiscal year, and if expressly requested by any of the agencies or corporations which has an interest or prospective interest in the Condominium (HUD, FNMA, FHLMC, or VA) an audited financial statement for the immediately preceding fiscal year.

(d) Deemed Approval by Mortgagees. Any Mortgagee who receives written notice via certified or registered mail, return receipt requested, of a proposal to approve amendments or other actions requiring the consent of Mortgagees and fails to deliver or mail to the requesting party a negative response within sixty (60) days following receipt of notice of such proposal shall be deemed to have approved such request.

(e) No Impairment of Mortgagees' Rights. Notwithstanding anything to the contrary herein contained, the provisions of Section 9.02 governing leases of Units shall not apply to impair the right of any Mortgagee to:

(i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; or

(ii) take a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or

(iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

Section 12.02 Notice to Association. Upon request, each Unit Owner shall be obligated to furnish to the Association the name and address of any Mortgagee encumbering such Owner's Unit.

ARTICLE XIII.
LIABILITY AND ENFORCEMENT ACTIONS

The Association or any Unit Owner shall have the right to prosecute any proceedings at law or in equity against any person or persons violating any of the provisions of this Declaration, the Bylaws, or any Rules and Regulations of the Association, and to obtain relief by way of injunction, money damages, or both. No delay or omission on the part of the Association or a Unit Owner in exercising any right, power or remedy herein provided in the event of any breach of the foregoing covenants shall be construed as a waiver thereof or acquiescence therein. In the event any provision of the foregoing covenants shall be held invalid by judgment or court order, it shall not be deemed to affect any of the other covenants contained herein, which shall continue and remain in full force and effect. In the event that any of the foregoing covenants shall be declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then the term of such covenant shall be reduced to the maximum period of time allowed by the laws of the State of Tennessee. Should the Association or an aggrieved Unit Owner employ counsel to enforce any of the foregoing covenants, the Association or such Unit Owner, as the case may be, shall be entitled to recover from the breaching Unit Owner the attorney's fees and expenses incurred in such action, provided the Association or such Unit Owner ultimately prevails in such action.

ARTICLE XIV.
ANNEXATION OF ADDITIONAL PROPERTY

Section 14.01 Expansion. Declarant may, from time to time, add additional property and additional Units to the Condominium. All such additions shall be subject to the other requirements and limitations of this Article XIV. Declarant shall record amendments to this Declaration to reflect such annexation.

Section 14.02 Allocations. Upon the annexation of property upon which additional Units exist, the Allocated Interest of each Owner, as specified in Exhibit D, shall be recomputed to reflect the total number of Units.

Section 14.03 Nature of Improvements. Buildings located on any property annexed to the Condominium shall be of type and quality comparable to those constructed in the original Condominium.

ARTICLE XV.
ELECTION OF BOARD OF DIRECTORS

Section 15.01 Election of Board of Directors. Members of the Board of Directors of the Association shall be appointed or elected as set forth in the Bylaws.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by a duly authorized agent this 11 day of October, 2016.

LVH2, LLC, a Tennessee limited liability company



By: MLD
Mark Deutschmann,
Chief Manager

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Susan Turner the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Mark Deutschmann, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of LVH2, LLC, the within named bargainor, a Tennessee limited liability company, and that as such Chief Manager, he, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Nashville, Tennessee, this 11 day of October, 2016.

Susan Turner
Notary Public

My Commission Expires:

12/6/16

EXHIBIT A

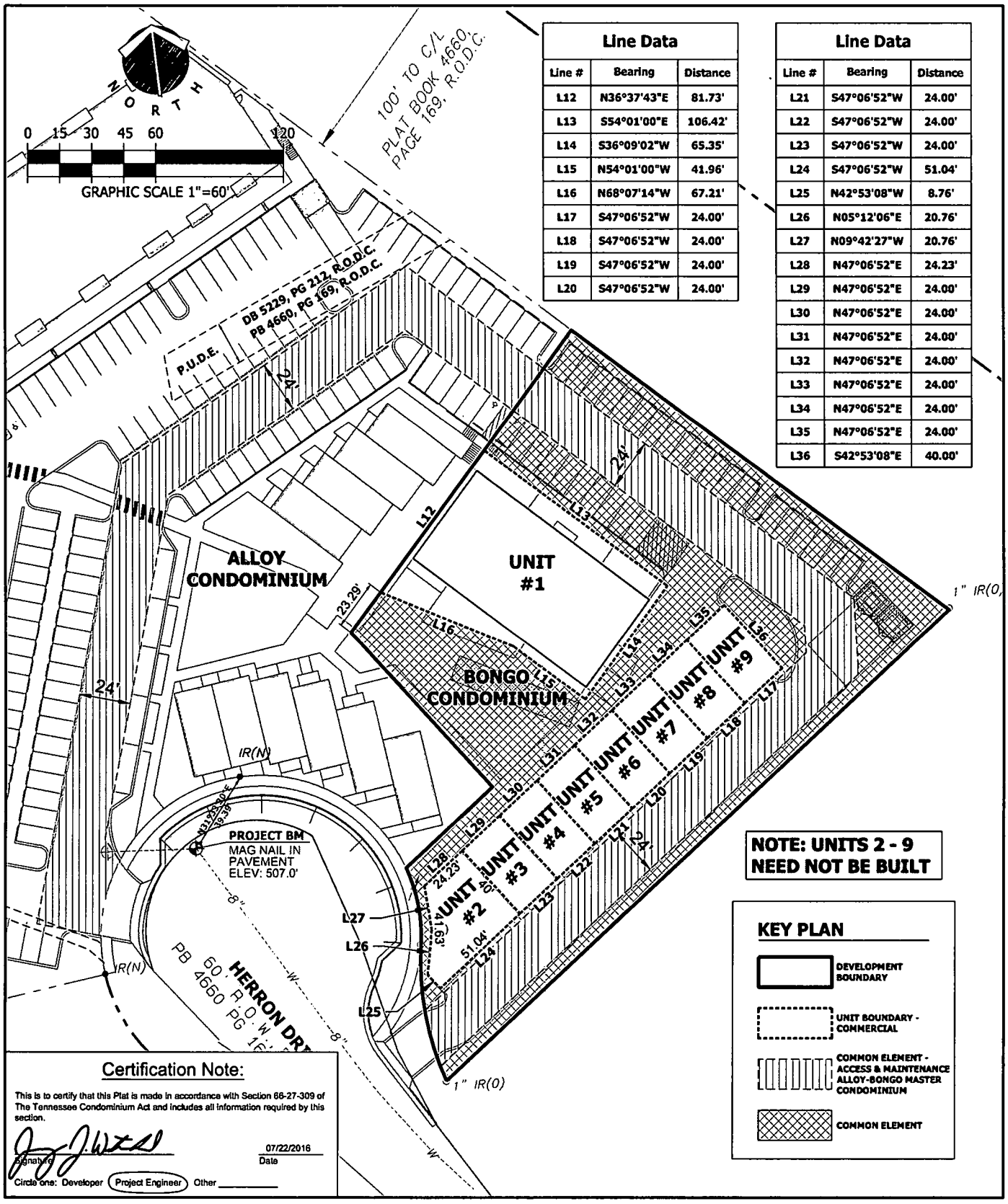
DESCRIPTION OF LAND

LAND in Davidson County, Tennessee, labeled as "Bongo Condominium" on the plat for Alloy-Bongo Master Condominium Plat Exhibit as part of the Dclaration for Alloy-Bongo Master Condominium, of record in Instrument No. 20161012-0108018, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.

BEING a portion of the same property conveyed to LVH2, LLC, a Tennessee limited liability company, by Warranty Deed dated March 20, 2015, from Heavy and Specialized Haulers, Inc., a Tennessee corporation, of record in Instrument No. 20150323-0024528, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PLAT OF BONGO CONDIMINIUM



Line Data		
Line #	Bearing	Distance
L12	N36°37'43"E	81.73'
L13	S54°01'00"E	106.42'
L14	S36°09'02"W	65.35'
L15	N54°01'00"W	41.96'
L16	N68°07'14"W	67.21'
L17	S47°06'52"W	24.00'
L18	S47°06'52"W	24.00'
L19	S47°06'52"W	24.00'
L20	S47°06'52"W	24.00'

Line Data		
Line #	Bearing	Distance
L21	S47°06'52"W	24.00'
L22	S47°06'52"W	24.00'
L23	S47°06'52"W	24.00'
L24	S47°06'52"W	51.04'
L25	N42°53'08"W	8.76'
L26	N05°12'06"E	20.76'
L27	N09°42'27"W	20.76'
L28	N47°06'52"E	24.23'
L29	N47°06'52"E	24.00'
L30	N47°06'52"E	24.00'
L31	N47°06'52"E	24.00'
L32	N47°06'52"E	24.00'
L33	N47°06'52"E	24.00'
L34	N47°06'52"E	24.00'
L35	N47°06'52"E	24.00'
L36	S42°53'08"E	40.00'

Certification Note:

This is to certify that this Plat is made in accordance with Section 66-27-309 of The Tennessee Condominium Act and includes all information required by this section.

Signature 07/22/2016 Date

Circle one: Developer (Project Engineer) Other _____

DATE: JULY 22, 2016
JOB NO.: 15-003-01

CIVIL·SITE
DESIGN GROUP
630 SOUTHGATE AVENUE, SUITE A - NASHVILLE, TN 37203
615.248.9999 www.civil-site.com

BONGO CONDOMINIUM PLAT EXHIBIT

Nashville, Davidson County, Tennessee

EXHIBIT C

BYLAWS
OF
BONGO CONDOMINIUM ASSOCIATION, INC.

PREAMBLE

Bongo Condominium ("Bongo" or "the Condominium") is located within Alloy-Bongo Master Condominium, a mixed-use community that initially will include approximately 5.5 acres located on Herron Drive. Bongo is intended to provide housing and commercial space that will foster artistic and industrial entrepreneurship in furtherance of the neighborhood's economic and creative vitality. Bongo will provide homes and space for making, selling, teaching, and celebrating eclectic creative industries and serve as a foundation for the continued success of the neighborhood.

These Bylaws, the Declaration, and Rules and Regulations duly adopted pursuant to these Bylaws, provide for the management, operation, and maintenance of the Condominium. Further, the Condominium is also governed by and subject to the Declaration for Alloy-Bongo Master Condominium (the "Master Condominium"), the Bylaws for Alloy-Bongo Master Condominium Association, Inc. (the "Master Condominium Association"), and any Rules and Regulations duly adopted by the Board of the Master Condominium Association.

ARTICLE I.
DEFINITIONS

The words defined in the Tennessee Condominium Act of 2008, Tennessee Code Annotated §§ 66-27-201 through 507 (the "Act"), Tennessee Code Annotated § 66-27-102, and in the Declaration of Bongo Condominium (the "Declaration") shall have the same meaning in these Bylaws. Additionally, the following terms when used herein shall have the meanings set forth below:

(a) "Insurance Trust Agreement" means that certain agreement between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Art. VIII, Sec. 3 hereof.

(b) "Insurance Trustee" means that certain entity responsible for the management of insurance proceeds pursuant to the Insurance Trust Agreement, which entity's deposits are insured by the Federal Deposit Insurance Corporation, Federal Savings and Loan Insurance Corporation or another federally constituted body serving an equivalent function.

ARTICLE II.
ASSOCIATION

Section 1. Purpose. Bongo shall be administered by a Tennessee non-profit corporation under the name of "Bongo Condominium Association, Inc." (the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of all of the Condominium, including the Common Elements, in accordance with the Act, the Declaration, these Bylaws, and the Charter of the Association (the "Charter"). Unit Owners and all persons using, entering upon or acquiring any interest in any Unit shall be subject to the provisions of such documents.

Section 2. Independent Management. The Association may provide for independent management of the Condominium by a professional property management company, provided, however, any such agreement providing for such management shall be terminable by the Association without cause or penalty related to such cancellation upon not more than ninety (90) days' notice. Such property management company and the scope of services provided by such property management company shall be determined by the Declarant during the Declarant Control Period. Upon the expiration of the Declarant Control Period, the property management company shall remain engaged by the Association until such time as the Board of Directors elects to engage a different property management company.

Section 3. Membership. Every Person who is the record owner of a joint fee interest or undivided fee interest in any Unit shall be deemed to be a member of the Association (each such Person, a "Member"). The words "Member" or "Members" as used in these Bylaws mean and shall refer to "Unit Owner" or "Unit Owners," as the case may be, as defined in the Act. If a Unit Owner is a trust, then the Member shall be a beneficiary of such trust, and if a Unit Owner or such beneficiary is a corporation or partnership, the Member may be an officer, partner, or employee of such Unit Owner or beneficiary, and such person shall be named in a certificate executed by such entity pursuant to its governing documents. Membership shall be appurtenant to and may not be separated from such fee interest ownership, and any transfer of a Unit shall operate automatically to transfer to the new record owner thereof the membership in the Association appurtenant thereto. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate that Member's membership. In the event that any Unit is owned jointly by two or more persons, each joint owner shall be a Member for as long as that person owns the joint interest in the Unit. Notwithstanding the foregoing, Declarant may at any time assign, pledge, hypothecate or alienate its membership and/or Declarant's rights as Declarant herein, but any transfer by Declarant of title to a Unit shall automatically transfer the membership in the Association appurtenant thereto, free and clear from any such assignment, pledge, hypothecation or alienation.

Section 4. Succession. The membership of each Member shall terminate when such Member ceases to be a Unit Owner, and upon the sale, transfer or other disposition of such Member's ownership interest in a Unit, membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 5. Regular Meetings. The first regular annual meeting of Members (the "First Meeting"), subject to the terms hereof, shall be held on any day, at the option of the Board (as defined in Art. III, Sec. 1); provided that the First Meeting shall be held no later than the earlier of the following events: (a) four (4) months after all the Units within the Property have been sold by the Declarant, or (b) three (3) years following conveyance of the first Unit within the Property by the Declarant. Subsequent to the First Meeting, there shall be a regular Annual Meeting of Members as close as practicable to the anniversary of the First Meeting ("Annual Meeting"). All such meetings of Members shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be sent to all Members at least ten (10) days prior to the date of such meeting.

Section 6. Special Meetings. Special meetings of all Members may be called by the President or by a majority of the Directors of the Board, or by Members having at least sixty seven percent (67%) of the votes entitled to be cast at such meeting, as determined by Article VIII of the Declaration and Article II, Section 9, of these Bylaws. Said special meetings shall be called by sending written notice to all Members not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

Section 7. Delivery of Notice of Meetings. Any notice to the Members required to be sent or given by the Declaration or Bylaws shall be deemed to have been sent if such notice is in writing and is delivered to each Member by hand delivery, overnight courier, facsimile transmission, e-mail, or other form of wire or wireless communication or is sent by U.S. Mail, postage prepaid, to the Member's Unit or to such other address provided in writing from time to time by such Member to the Association.

Section 8. Waiver of Notice. A Unit Owner's attendance at a meeting waives objection to lack of notice or defective notice of the meeting unless the Unit Owner at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting.

Section 9. Voting.

(a) The Member and Owner of Unit 1 shall be entitled to five (5) votes and the Members of all remaining Units shall be entitled to one (1) vote for each Unit in which they hold the interest required herein. When more than one (1) person holds such interest in any Unit, the vote for such Unit shall be exercised as those persons themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be

suspended in the event more than one (1) person seeks to exercise it. In the absence of written instruction to the contrary, with respect to any Unit held jointly by two (2) individuals, either may exercise the voting right for that Unit.

(b) Notwithstanding the foregoing, no Unit Owner who is in default in the payment of Assessments hereunder shall be entitled to exercise the right to vote until such Unit Owner has cured such default. A Unit Owner shall be deemed to be in default if such Unit Owner has not paid their Assessments to the Board, or the Board's agent, within ten (10) days after the date such Assessments are due and has since failed to make such payment. A Unit Owner may protest the amount of the Assessment, but the Assessment must be paid during the pendency of the protest to the Board.

(c) Voting by proxy is allowed.

Section 10. Quorum. A Quorum is defined as Fifty percent (50%) of the Units in the Association ("Quorum"). When a Quorum is present at any meeting of the Association, the vote of more than fifty percent (50%) of those Units present, in person or by proxy, at such meeting shall decide any question brought before such meeting, unless the question is one upon which a different vote is required by express provision of the Act, the Declaration, or these Bylaws, in which case such express provision shall govern. The Unit Owners present in person or by proxy at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough Unit Owners to leave less than a Quorum.

Section 11. Action by Written Consent. Action that is required or permitted to be taken at a meeting of the Unit Owners may be taken without such a meeting if all Unit Owners entitled to vote on the action consent to taking such action without a meeting. If all of such Unit Owners so consent, the affirmative vote of the number of votes that would be necessary to authorize or take such action at a meeting shall be the act of the Unit Owners, except as otherwise provided in these Bylaws. Such consents shall be permitted to be made in counterparts and shall describe the action taken, be in writing, be signed by each Unit Owner entitled to vote on the action, indicate each signing Unit Owner's vote or abstention on the action, and be delivered to the Secretary of the Association (as described in Art. IV, Sec. 1(b)) and included in the minutes or Association records.

ARTICLE III.
BOARD OF DIRECTORS

Section 1. Number, Election and Term of Office. The Association shall be governed by a Board of Directors (referred to as the "Board of Directors" or the "Board") composed of three (3) individuals (the "Directors" and each a "Director") appointed or elected as provided in these Bylaws. The Board of Directors of the Association shall also serve on the Alloy-Bongo Master Condominium Board of Directors. Prior to the First

Meeting, the Board shall be an interim board composed of individuals named in the Charter of this Association (the "Interim Board") until the first meeting of the Members. The Interim Board may have less than three (3) individuals. The Interim Board shall have and shall exercise all powers and obligations given to the Board by these Bylaws. At the First Meeting and at each annual meeting thereafter, Directors shall be appointed or elected as follows:

(a) Subject to subsection (c) of this Section, during the Declarant Control Period as defined in Section 3.03 of the Declaration, the Declarant may appoint each of the Directors to serve for a one (1) year term. Directors appointed by the Declarant do not have to be Members.

(b) The remaining Directors, including those seats, if any, as to which Declarant may decide not to exercise its appointment right, shall be elected by majority vote of the Members to serve a one (1) year term, pursuant to Article II, Section 9, of these Bylaws. Directors elected by the Members are required to be Members.

(c) Not later than one hundred twenty (120) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than the Declarant, at least one (1) member of the board must be elected by Unit Owners other than the Declarant.

(d) Not later than the termination of the Declarant Control Period, the Unit Owners shall elect a Board of at least three (3) Members. The Directors shall take office upon election.

(e) Any Director may be appointed or elected to subsequent terms as a Director without limitation.

Section 2. Qualification. Except for members of the Interim Board and any Directors appointed by Declarant, each Director shall be a Member. If a Unit Owner is a trust, a Director may be a beneficiary of such trust, and if a Unit Owner or such beneficiary is a corporation or partnership, a Director may be an officer, partner, or employee of such Unit Owner or beneficiary. If a Director shall cease to be a Member during that Director's term, he or she shall thereupon cease to be a Director and such place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining Directors. Any Director so elected to fill a vacancy shall hold office for the remainder of the unexpired term.

Section 4. Meetings. A regular Annual Meeting of the Board shall be held not less than ten (10) days following the regular Annual Meeting of Members. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each Director, delivered to each Member by hand delivery, overnight courier, facsimile transmission, e-mail, or other form

of wire or wireless communication or is sent by U.S. Mail, postage prepaid, to the Member's Unit. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his or her waiver of notice of said meeting.

Section 5. Removal. Any Director except those appointed by the Declarant during the Declarant Control Period may be removed from office with or without cause by the vote of two-thirds (2/3) of the total Members of the Association.

Section 6. Compensation. Directors shall receive no compensation for their services as Directors.

Section 7. Quorum. A majority of the Directors shall constitute a quorum.

Section 8. Powers and Duties. The Board shall have the following powers and duties:

(a) to elect and remove the Officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association, the Property, and the Common Elements, including the purchasing of casualty and liability insurance authorized by the Declaration and Bylaws;

(c) to formulate policies for the administration, management and operation of the Property and the Common Elements;

(d) to adopt Rules and Regulations (as defined in Art. V, Sec. 5), with written notice thereof to all Unit Owners, governing the administration, management, operating and use of the Property and the Common Elements;

(e) to provide for the maintenance, repair, and replacement of the Common Elements and other expenses authorized by the Declaration and Bylaws and payments therefore, to approve payment vouchers or to delegate such approval to the Officers;

(f) to engage the service of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board. The Board shall require that such Managing Agent have fidelity bond coverage on its employees handling Association funds in accordance with Art. VIII, Sec. 2(c). The cost of such services shall be a Common Expense;

(g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements and other expenses authorized by the Declaration and Bylaws;

(h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(j) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Members their respective shares of such estimated expenses, as hereinafter provided;

(k) to exercise any other powers and duties ascribed to the Board in the Declaration and Bylaws; and

(l) unless otherwise provided in the Declaration, to comply with the instructions of a majority of the Members, as expressed in a resolution duly adopted at any Annual or Special Meeting of the Members.

Section 9. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the Officers of the Association any powers or duties which, by law, have been delegated to the Members.

ARTICLE IV.
OFFICERS

Section 1. Designation. At each regular annual meeting, the Directors present at said meeting shall elect the following officers of the Association ("Officers") by a majority vote:

(a) a President, who shall be a Director and who shall preside over the meetings of the Board and of the Members, and who shall be the chief executive office of the Association;

(b) a Secretary/Treasurer, who shall keep the minutes of all meetings of the Board and of the Members, be responsible for financial records and books of account and the manner in which such records and books are kept and reported, and who shall, in general, perform all the duties incident to the offices of Secretary and/or Treasurer; and

(c) such additional Officers as the Board shall see fit to elect.

Section 2. Powers. The respective Officers shall have the general powers usually vested in such Officers; provided that the Board may delegate any specific powers to any other Officer or impose such limitations or restrictions upon the powers of any Officer as the Board may see fit.

Section 3. Term of Office. Each Officer shall hold office for the term of one (1) year and until the successor shall have been appointed or elected and qualified.

Section 4. Removal. Any Officer may be removed from office for cause by majority vote of the Directors.

Section 5. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for the remaining unexpired term.

Section 6. Compensation. The Officers shall receive no compensation for their services as Officers.

ARTICLE V.
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

In addition to the powers delegated to the Association by its Charter, the Association shall have the obligation to perform each of the following duties related to the Property and Common Elements:

Section 1. Operation and Maintenance of Common Elements. To operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Elements, together with all easements for operation and maintenance purposes and for the benefit of the Association or its Members over and within the Common Elements, and/or the Units; to keep all Improvements, if any, of whatever purpose from time to time located on the Common Elements in good order, condition, and repair. Said maintenance shall include, but not be limited to, the maintenance obligations set forth in Art. VI, Sec. 1 below.

Section 2. Taxes and Assessments. To pay all real and personal property taxes and Assessments separately levied upon or assessed against the Association and/or any property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association.

Section 3. Insurance. To obtain from reputable insurance companies qualified to do business in the State of Tennessee and maintain in force at all times such insurance as is required by the Declaration and Bylaws.

Section 4. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of

the Association, shall accept any real or personal property, leasehold, or other property interests within Davidson County conveyed to it by the Declarant as permitted herein.

Section 5. Rules and Regulations. The Association, through its Board of Directors or otherwise, may make and enforce reasonable Rules and Regulations governing the use of the Property, which Rules and Regulations shall be consistent with the rights and duties established by the Declaration ("Rules and Regulations"). Sanctions may include reasonable monetary fines, suspension of the right to vote and suspension of the right to use the Common Elements. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association, through the Board or otherwise, may, by contract or other agreement, enforce county ordinances or permit Metropolitan Nashville and Davidson County to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 6. Implied Rights. The Association may exercise any other right or privilege given to it expressly by these Bylaws or the Declaration, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonable necessary to effectuate any such right or privilege.

ARTICLE VI.
EXPENSES AND ASSESSMENTS

Section 1. Common Expenses. All expenses paid and incurred by the Association attributable to Common Elements shall be deemed a "Common Expense". Common Expenses shall be assessed against Units in accordance with the provisions of Section 6.02 and Article VIII of the Declaration.

Section 2. Unit Owner Expenses. All expenses paid and incurred by the Association attributable to a Unit Owner that are not considered Common Expenses shall be deemed an expense of the Unit Owner to whom such expenses are attributable (hereinafter referred to as "Unit Owner Expenses"). Such Unit Owner Expenses shall be assessed to the Unit Owner.

Section 3. Assessment Obligation.

(a) Each owner, by acceptance of his or her Deed, is deemed to covenant and agree to pay all Assessments levied by the Association pursuant to the Declaration and the Bylaws, including without limitation, General Assessments, Working Capital Fund Assessments, and Special Assessments, whether or not such obligation is so expressed in his or her Deed.

(b) Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The manner of payment fixed by the Board may include, without limitation, acceleration of the Assessment levied on a particular Unit on account of delinquent payment of such Assessment.

Unless the Board otherwise provides, General Assessments shall be paid annually, and all other Assessments shall be paid as set forth in the Bylaws or as stipulated by the Board.

ARTICLE VII.
BUDGETING AND REPORTING

Section 1. Annual Budget. The Board shall cause to be prepared, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, a budget, including both an Operating Budget and a Capital Budget.

Section 2. Partial Year of Month. For the first fiscal year and thereafter until the First Board is elected, the annual budget shall be approved by the Interim Board (as defined below). If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly or quarterly or annual Assessments for each Member shall be proportionate to the number of months and days in such period covered by such budget.

Section 3. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Member a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 4. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the Assessments, determined in accordance with the Budget for such year, are insufficient or inadequate to cover the estimated expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Member, and thereupon a supplemental Assessment shall be made to each Member for his proportionate share of such supplemental budget.

Section 5. Records and Books of Account. The Association shall keep a current copy of the Declaration, Bylaws, Charter, and any duly adopted Rules and Regulations as well as detailed books of account showing all expenditures and receipts including but not limited to, Assessments, in chronological order, of the administration of the Property which shall specify the expenses of maintenance and repair of the Common Elements, and any other expenses incurred by or on behalf of the Association and the Unit Owners. Such records, books and the vouchers accrediting the entries shall be open for inspection by the Unit Owners and any Mortgagee of any Unit during reasonable working hours on weekdays.

Section 6. Computation of General Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, to prepare a

budget covering the estimated costs of operating the Association during the coming fiscal year (the "Operating Budget"). The Operating Budget may include a capital contribution to establish a reserve fund in accordance with a Capital Budget separately prepared, that may take into account the number and nature of replaceable assets comprising the Common Elements, the expected life of each asset, and the expected repair or replacement cost for the coming fiscal year (the "Capital Budget"). The Board shall set General Assessments based on the Operating Budget and the Capital Budget. The Board shall cause a copy of the Operating Budget, and the amount of each General Assessment to be levied against each Unit for the following fiscal year, to be delivered to each Unit Owner at least ten (10) days prior to each annual meeting. The Operating Budget, together with the Capital Budget and the General Assessments (collectively, the "Budget"), shall become effective unless disapproved at the meeting by a majority vote of the total Association membership.

Notwithstanding the foregoing, however, in the event the Association disapproves the proposed Budget or the Board fails for any reason to determine the Budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the Budget in effect for the then current year shall continue for the succeeding year.

Section 7. Certificate of Payment. The Board shall, upon request and for a reasonable charge not to exceed Twenty-Five Dollars ($25.00), plus the cost of copies, if requested, furnish to any Person a certificate, signed by an officer of the Association, setting forth whether or not all Assessments on a specified Unit have been paid and any other information requested pursuant to Tenn. Code Ann. §§ 66-27-502, et. seq. Such certificate shall be conclusive evidence of payment of any Assessment and other information therein.

Section 8. No Exemption. No Unit Owner may be exempt from liability for contribution toward the expenses of the Association and the Condominium by waiver of the use of enjoyment of any of the Common Elements or by the abandonment or sale of such Unit Owner's Unit.

Section 9. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance that in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit or elements associated with such Unit. When fewer than all Unit Owners are responsible for the existence of any such lien, then the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the lien and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

ARTICLE VIII.
INSURANCE

The Association may carry a master policy of fire and extended coverage, vandalism and malicious mischief and liability insurance, workmen's compensation insurance and such other insurance as the Directors may determine (hereinafter referred to as the "Master Policy"), with respect to the Property and the Association's administration thereof in accordance with the Declaration and the following provisions.

Section 1. Power of Attorney. The Association is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each holder of a Mortgage or other lien upon a Unit and for each owner of any other interest in the Property for the purpose of purchasing and maintaining insurance as set forth in Art. VIII, Sec. 2 below, including, the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purposes.

Section 2. Types and Amounts. Commencing not later than the time of the conveyance of the first Unit to a Person other than the Declarant, the Association shall, to the extent reasonably available, obtain and maintain the types and amounts of insurance required by Section 66-27-413 of the Act, subject to any additional requirements set forth below. Except as otherwise provided, the premiums for all such insurance policies shall be a Common Expense as is determined by the Association. At least annually, the Board shall review all insurance policies that are by this Article VIII to be maintained by the Association in order to ascertain whether the coverage contained in the policies is sufficient. If the Board deems such coverage to be insufficient, the Board may expand the coverage to the extent it reasonably deems necessary.

(a) Hazard Insurance.

(i) Hazard Insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Directors may determine provides equal or greater protection for the Unit Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 3 of this Article. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of the Common Elements, including fixtures and building service equipment and common personal property and supplies belonging to the Association, and the Units. Such insurance shall also cover fixtures (including, without limitation, equipment and other affixed personal property inside a Unit). Such hazard insurance shall insure against all risks of direct physical loss commonly insured against. If such hazard insurance becomes unavailable in the future, the Association shall obtain such comparable insurance as is then available. The amount of any such hazard

insurance obtained pursuant to this Section shall be equal to the full insurable replacement value of the insured property, without deduction for depreciation (i.e., one hundred percent 100%) of current "replacement cost" exclusive of land, foundations, excavation and other items normally excluded from coverages, but including all building service equipment, with an "agreed amount endorsement" or its equivalent, if available, or an "inflation guard endorsement", if available, and construction code endorsements, if applicable and to the extent required by FNMA, FHA, FHLMC, VA or other Mortgagee. Notwithstanding the foregoing, in no event shall the aggregate amount of the insurance obtained be less than the amount of the initial principal sum of all Mortgages securing Eligible Mortgagees in effect from time to time.

(ii) Such hazard insurance shall afford protection against at least the following:

(A) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(B) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available.

(C) such other risks as FNMA may require by reason of their standard "all risk" endorsement, where such is available, or as FHA, FHLMC, or VA may require.

(iii) Such hazard insurance policy may, at the option of the Directors contain a "deductible" provision in an amount to be determined by the Association but not to exceed Ten Thousand Dollars ($10,000.00). The foregoing dollar amount shall be adjusted on each five (5) year anniversary hereof to become such sum of money as shall then be equivalent to the present purchasing price of such dollar amount.

(b) Comprehensive Liability Insurance.

(i) Comprehensive Liability Insurance policies, complying with the requirements of Section 3 of this Article, insuring the Unit Owners, in their capacity as Unit Owners and Association Members and any managing agent retained by the Association, against any liability to the public or to other Unit Owners, their

tenants or invitees, relating in any way to the ownership, operation, maintenance and/or use of the Common Elements and any part thereof, the public ways of the Condominium, any other areas under the Association's supervision and commercial spaces owned or leased by the Association whether or not leased to some third party.

(ii) Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or another Unit Owner.

(iii) Limits of liability shall be at least Two Million Dollars ($2,000,000.00) covering all claims for personal injury and/or property damage arising out of a single occurrence.

(iv) Coverage under this policy shall include legal liability arising out of lawsuits related to employment contracts of the Association.

(c) Fidelity Bonds.

(i) Fidelity bonds or insurance coverage against dishonest acts on the part of such persons (including by way of illustration and not limitation, Association Members, Officers, Directors, trustees, managers, agents, employees and volunteers) handling or responsible for funds belonging to or administered by the Association.

(ii) Such fidelity bond or insurance shall name the Association the named insured and shall be written in an amount sufficient to cover the maximum funds that will be in the custody of the Association or its managing agent at any time while the bond is in force which is in no event less than the greater of (A) one and one-half (1-1/2) times the Association's estimated annual operating expenses, including reserves, or (B) a sum equal to three (3) months' aggregate Assessments on all Units plus reserve funds.

(iii) In connection with such coverage, an appropriate endorsement to such policy or bond in order to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(iv) Such fidelity bond or insurance shall also:

(A) name the Association as an obligee;

(B) contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definitions of "employees", or similar terms or expressions;

(C) provide that same may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the association and all Eligible Mortgagees and FNMA, its successors or assigns.

(v) A management agent that handles funds for the Association should also obtain its own fidelity bond, which must provide the same coverage required of the Association.

(d) Indemnification Insurance. Insurance to satisfy the indemnification obligation of the Association and all Unit Owners, if available, at the election of the Directors.

(e) Flood Insurance. If any part of the Property is located in an area designated as having special flood hazards, a policy of flood insurance in an amount at least equal to the maximum limit of coverage available for the Property and contents thereon under the National Flood Insurance Program.

(f) Other Insurance. The Association may carry any other insurance it deems appropriate to protect the Association or the Unit Owners.

Section 3. Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All policies shall be written with a company licensed to do business in the State of Tennessee.

(b) Exclusive authority to adjust losses under policies hereafter in force on the Condominium shall be vested in the Board of Directors or the Board of Directors' authorized representative.

(c) With respect to the insurance policies issued to the Association and covering all or any part of the Condominium, the Association shall endeavor to cause such policies to provide that:

(i) The enforceability of such policies is not affected by any waiver of subrogation as to any and all claims against the Association, any managing agent, the Unit Owners and their respective tenants, employees, agents, customers and guests, such subrogation being hereby waived;

(ii) Such policies cannot be cancelled, invalidated or suspended by means of the conduct of any one or more Unit Owners, all defenses based upon co-insurance or acts of the insured being waived by the insurer, and in no event may cancellation, material modification, invalidation or suspension for any reason be effected without at least thirty (30) days prior written notice to the Association, any Insurance Trustee, each Unit Owner and all Eligible Mortgagees whose names and addresses are on file with the insurer;

(iii) Such policies cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Association or of any managing agent without a prior demand in writing that the Association or any managing agent, as the case may be, cure the defect within a reasonable period of time;

(iv) Any "no other insurance" clause in such policies shall not prohibit Unit Owners from obtaining insurance on their individual Unit provided such insurance policy conforms with the requirements of this Article VIII.

(v) The name of the insured under each policy required pursuant to this Article VIII shall be stated in form and substance substantially as follows: "Bongo Condominium Association, Inc. for the use and benefit of the individual owners of the Units contained in Bongo Condominium." The policies may alternatively be issued in the name of an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual owners.

(vi) Loss payable under each policy required pursuant to this Article VIII shall be in favor of the Association, as a trustee for each Unit Owner and each such Unit Owner's Eligible Mortgagees as their interests may appear. Policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution) or shall otherwise be endorsed to fully protect all Eligible Mortgagees' interests. If the FNMA holds one or more Eligible Mortgages, the policies must name as mortgagee either the FNMA or the servicer for the Eligible Mortgages it holds; such servicer's name shall be followed by the phrase "its successors and assigns."

(vii) Coverage may not be prejudiced by (i) any act of negligence of one or more Unit Owners when such act or neglect is not within the control of the Association; or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Condominium over which the Association has no control.

(viii) All policies of property insurance shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such options shall not be exercisable (i) without the prior written approval of the Association (or any Insurance Trustee), or (ii) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party or with any requirement of law.

(ix) Insurance coverage obtained and maintained by the Association pursuant to the requirements of this Article VIII may not be brought into contribution with insurance purchased by Unit Owners of their Mortgagees.

(x) Any Insurance Trust Agreement will be recognized.

Section 4. Unit Owner's Insurance. Unit Owners shall comply with the following requirements regarding insurance:

(a) Each Unit Owner may obtain additional insurance at such Unit Owner's own expense; provided, however, that no Unit Owner shall be entitled to exercise such Unit Owner's right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(b) The Unit Owners shall obtain insurance coverage at their own expense upon their personal property and any portion of their Unit or Limited Common Elements associated with such Unit not included in the policies obtained by the Association under Art. VIII, Sec. 2(a). In addition, the Unit Owners shall obtain comprehensive personal liability insurance covering liability for damage to person or property of others located within such Unit Owner's Unit or in another Unit or upon the Common Elements resulting from the negligence of the insured Unit Owner. All property and liability insurance carried by a Unit Owner of the Association shall provide that such policies may not be cancelled or substantially modified without thirty (30) days' prior written notice thereof to each of the insureds, including all Mortgagees of Units.

(c) The Directors shall have the power to require all the Unit Owners to carry such other types of insurance on their Units as the Directors may reasonably require, including, without limitation, insurance on all portions of the Unit.

ARTICLE IX.
RECONSTRUCTION OR REPAIR

Section 1. Repair or Replacement. Any portion of the Property that is damaged or destroyed or condemned shall be repaired or replaced promptly in accordance with Section 6.07 of the Declaration.

Section 2. Damage by Unit Owners. Each Unit Owner shall be responsible for the costs, not otherwise covered by insurance carried by the Association, of any reconstruction, repair or replacement of any portion of the Property necessitated by their negligence or misuse or the negligence of misuse of persons for whose actions such Unit Owner, or the owners of Subunits within any Subcondominium created within the Unit, is legally responsible, including without limitation, tenants, invitees, or guests. In the event damage to all or any part of a Unit is covered by insurance held by the Association for the benefit of such Unit Owner, then such Unit Owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of a Unit is not covered by insurance held by the Association for the benefit of such Unit Owner, then such Unit Owner shall begin reconstruction or repair of such Unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

Section 3. Costs of Repair. As soon as possible after the occurrence of a casualty which causes damage to any part of the Property for which the Association has insurance coverage (hereinafter referred to as the "Casualty"), the Association shall obtain reliable and detailed cost estimates of the following:

(a) The cost of restoring all damage caused by the Casualty to the Common Elements (the "Common Element Costs"); and

(b) The cost of restoring that part of the damage caused by the Casualty to each Unit that is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (the "Unit Costs").

All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then a Special Assessment may be made against the affected Unit Owners by the Association.

ARTICLE X.
CONDEMNATION

Section 1. Common Elements. Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Unit Owners) by any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all Unit Owners and each such Unit Owner's Eligible Mortgagees to be disbursed as follows: If the taking involves a portion of the Common Elements on which Improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least sixty-seven percent (67%) of the total eligible vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors and the Association shall determine, provided that any award attributable to the acquisition of a Limited Common Element shall be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

Section 2. Units. In the event of any taking of any Unit in the Condominium by eminent domain, the Unit Owner and the Mortgagee of such Unit shall be entitled to receive the award for such taking attributable to the Unit Owner's proportionate share of the loss or reduction in the fee simple estate of the Unit and allocated interest in the Common Elements. After acceptance thereof the Unit Owner and such Unit Owner's Mortgagee shall be divested of all interests in the Condominium if such Unit Owner shall vacate the Unit by virtue of such taking. If any repair or rebuilding of the remaining portions of the Condominium is required as a result of such taking, the Association shall repair or rebuild such portions in accordance with Section 6.07 of the Declaration. The remaining portion of the Condominium shall be resurveyed and the Declaration shall be amended to reflect such taking and to proportionately readjust the percentage of ownership of the remaining Unit Owners based upon a continuing total ownership of the Condominium of one hundred percent (100%).

ARTICLE XI.
INDEMNIFICATION

The Association shall indemnify its officers and directors against any and all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other controversy or proceeding (including settlement of any suit or proceeding, if approved by the then Board

of Directors) to which he or she may be a party, or may become involved, by reason of being or having been an officer or director of the Association. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE XII.
AMENDMENT OF BYLAWS

The Bylaws of the Association may be amended or repealed, and additional Bylaws may be adopted, by unanimous vote of all members of the Board of Directors.

Jenn Garrett, Incorporator

10/11/16
DATE

EXHIBIT D

ALLOCATED INTERESTS

UNIT NO.	Percentage Interest in Common Elements and Liability for Common Expenses (Excluding Exterior Structure Maintenance)	Size of Unit (Square Feet)	Votes
Unit No. 1	43.1 %	6,000	5
Unit No. 2	8.6 %	1,199	1
Unit No. 3	6.9 %	960	1
Unit No. 4	6.9 %	960	1
Unit No. 5	6.9 %	960	1
Unit No. 6	6.9 %	960	1
Unit No. 7	6.9 %	960	1
Unit No. 8	6.9 %	960	1
Unit No. 9	6.9 %	960	1
TOTAL	**100 %**	**13,919**	**13**

Liability for Exterior Structure Maintenance

UNIT NO.	Percentage Interest in Liability for Unit 1 Structure Maintenance	Percentage Interest in Liability for Units 2-9 Structure Maintenance
Unit No. 1	100 %	0 %
Unit No. 2	0 %	15.3 %
Unit No. 3	0 %	12.1 %
Unit No. 4	0 %	12.1 %
Unit No. 5	0 %	12.1 %
Unit No. 6	0 %	12.1 %
Unit No. 7	0 %	12.1 %
Unit No. 8	0 %	12.1 %
Unit No. 9	0 %	12.1 %
TOTAL	**100 %**	**100 %**

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Bongo Condominium Association, Inc.
STE 200
2206 21ST AVE S
NASHVILLE, TN 37212-4922

October 12, 2016

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

SOS Control # :	**000870547**	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	10/12/2016
Filing Date:	10/12/2016 2:38 PM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2017
Duration Term:	Perpetual	Image # :	B0278-9252
Public/Mutual Benefit:	Mutual		
Business County:	DAVIDSON COUNTY		

Document Receipt

Receipt # : 002926615	Filing Fee:	$100.00
Payment-Account - #51538 HORNER JACKSON PLLC, NASHVILLE, TN		$100.00

Registered Agent Address:
JENN GARRETT
STE 200
2206 21ST AVE S
NASHVILLE, TN 37212-4922

Principal Address:
STE 200
2206 21ST AVE S
NASHVILLE, TN 37212-4922

Congratulations on the successful filing of your **Charter** for **Bongo Condominium Association, Inc.** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (apps.tn.gov/bizreg) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

Processed By: Carol Dickerson

B0278-9252 10/12/2016 2:38 PM Received by Tennessee Secretary of State Tre Hargett

FILED

CHARTER
OF
BONGO CONDOMINIUM ASSOCIATION, INC.

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee Nonprofit Corporation Act, Sections 48-51-101, et seq. (the "Act"), adopts the following charter for such corporation:

1. The name of the corporation is:

   Bongo Condominium Association, Inc.

2. The duration of the corporation is perpetual.

3. The address of the principal office of the corporation in the State of Tennessee shall be:

   2206 21st Avenue South, Suite 200, Nashville, TN 37212.

4. The corporation is not for profit.

5. The corporation is a mutual benefit corporation.

6. The name and address of the incorporator of the corporation is:

   Jenn Garrett
   2206 21st Avenue South, Suite 200
   Nashville, TN 37212

7. The purpose for which the corporation is organized is:

   a. to constitute the Association, as defined in the Declaration for the Bongo Condominium, Article II, dated as of October 11, 2016, which has been recorded, as the same may now or hereafter be amended (the "Declaration"), and

   b. to promote the health, safety, and welfare of the residents within the Property (as described and defined in the Declaration), and any additions to the Property as

may hereafter be brought within the jurisdiction of this corporation by amendment to the Declaration. For these purposes the corporation may:

i. Exercise all of the powers and privileges, and perform all of the duties and obligations of the Association, as set forth in the Declaration;

ii. Fix, levy, collect, and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration, and pay all expenses in connection with or incident to the conduct of the business of the corporation, including all licenses, taxes, or governmental charges levied or imposed against the property of the corporation;

iii. Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the corporation;

iv. Manage, preserve and develop the Common Elements, as defined in the Declaration;

v. Borrow money, mortgage, pledge, encumber or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

vi. Have and exercise any and all powers, rights, and privileges which a nonprofit corporation organized under the Act by law may now or hereafter have or exercise; and

vii. Enforce by legal action suits on behalf of the corporation.

B0278-9253 10/12/2016 2:38 PM Received by Tennessee Secretary of State Tre Hargett

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law, and the powers specified in each subparagraph of this Section 7 are independent powers, not to be restricted by reference to or inference from the terms of any other subparagraph or provision of this Section 7.

8. The corporation shall have Members. The criteria and procedure for admission of the Members shall be as provided in the Bylaws of the corporation.

9. The corporation shall be governed by a Board of Directors. The number of Directors shall be as provided in the Bylaws of the corporation. No Director shall receive compensation for any service rendered to the corporation in that person's capacity as Director.

10. The Board of Directors is expressly authorized to: (a) take, on written consent without a meeting, any action which it could take by means of a regularly called and held meeting, provided that such written consent sets forth the action so taken and is signed by all the Directors; (b) adopt or restate any of the corporation's Bylaws, provided that the power to amend or revoke said Bylaws shall be exclusively reserved to the Members of the corporation as set forth in the Bylaws of the corporation; and (c) by a vote of a majority of the entire Board of Directors, remove a Member of the Board with cause.

11. The corporation may be dissolved with the assent given in writing and signed by not less that eighty percent (80%) of the Members, regardless of the class of membership. Upon the dissolution of the corporation, other than incident to a merger or consolidation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, distributing all remaining assets to the successor entity which serves as the Association under the Declaration. If there is not a successor entity

B0278-9254 10/12/2016 2:38 PM Received by Tennessee Secretary of State Tre Hargett

which serves as the Association, the remaining assets shall not be distributed to any private shareholder or individual but should be distributed in a manner consistent with Section 528 of the Internal Revenue Code of 1986, as amended.

12. The Directors and Officers of the corporation shall not be liable to the corporation for monetary damages for breach of fiduciary duty, except to the extent such exemption from liability or limitation thereof is not permitted under the Act as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of any Director or Officer of the corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

13. Indemnification of Director and Officers.

a. The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, each Director, Officer, and any other person who was or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a Director or Officer of the corporation, or is or was serving at the request of the corporation as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, enterprise, or non profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person. The corporation shall be required to indemnify a person in connection with a

B0278-9255 10/12/2015 2:38 PM Received by Tennessee Secretary of State Tre Hargett

proceeding (or part thereof) initiated by such person only if the proceeding (or part thereof) was authorized by the Board of Directors of the corporation.

b. The corporation may, in its discretion, pay the expenses (including attorneys' fees) incurred in defending any proceeding in advance of its final disposition; provided, that the payment of expenses incurred by a Director or Officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the Director or Officer to repay all amounts advanced if it should be ultimately determined that such Director or Officer is not entitled to be indemnified under this Section or otherwise.

c. If a claim for indemnification or payment of expenses under this Section is not paid in full within sixty (60) days after a written claim therefore has been received by the corporation, the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

d. The rights conferred on any person by this Section shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of this Charter, the Bylaws, agreement or otherwise.

e. The corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise, or nonprofit entity, shall

B0278-9256 10/12/2016 2:38 PM Received by Tennessee Secretary of State Tre Hargett

be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise, or nonprofit entity.

f. Any repeal or modification of the foregoing provisions of this Section shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

14. The address of the registered office, the county in which the office is located, and the registered agent for the corporation shall be Jenn Garrett, 2206 21st Avenue South, Suite 200, Nashville, TN 37212.

15. The following persons are to serve as initial Directors of the corporation until the first meeting of the Members of the corporation, or until their successors are elected and qualified:

Name	Mailing Address
Kent Campbell	**2206 21st Avenue South, Suite 200, Nashville, TN 37212**
Jenn Garrett	**2206 21st Avenue South, Suite 200, Nashville, TN 37212**

16. A sixty-seven percent (67%) affirmative vote by the Members is required to amend this Charter.

17. The powers of the incorporator are to terminate upon the filing of this Charter.

Jenn Garrett, Incorporator

10/11/2016
Date

B0278-92557 10/12/2016 2:38 PM Received by Tennessee Secretary of State The Harpeth