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MASTER DEED OF PLUS PARK COMMERCIAL CONDOMINIUMS

THIS MASTER DEED OF PLUS PARK COMMERCIAL CONDOMINIUMS is made and entered into by D.B. Perry Holdings, G.P., a Tennessee General Partnership, (hereinafter referred to as the "Declarant"

W I T N E S S E T H :

THAT WHEREAS, the Declarant is the record owner and holder of the legal title of a tract or parcel of real property located in Davidson County, Tennessee, and more particularly described on Exhibit "A" attached and made a part hereto (hereinafter referred hereto as the "Property"); and,

WHEREAS, the Declarant desires to submit the Property described on Exhibit "A" together with all buildings, structures, improvements, and other permanent fixtures of whatever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Horizontal Property Act of the State of Tennessee, as the same may be amended from time to time; and,

WHEREAS, the Declarant further desires to establish for its own benefit and for the mutual benefit of all future owners and/or occupants of the Property or any part thereof, certain rights, easements, and privileges in, over and upon the said Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW THEREFORE, the Declarant declares as follows:

1. As used herein, unless the context otherwise requires:

A. "Act" means the Horizontal Property Act of the State of Tennessee, as the same may be amended from time to time.

B. "Association" means the Plus Park Commercial Condominiums Owners' Association, Inc., a Tennessee not-for-profit corporation.

C. "Board" means the Board of Directors of the Plus Park Commercial Condominiums Owners' Association, Inc.

D. "Buildings" mean the buildings located on the parcel and forming a part of the property and containing the Buildings. The Buildings are delineated on the Plats.

E. "By-Laws mean the By-Laws of the Plus Park Commercial Condominiums Owners' Association, Inc. For purposes of the Act, all provisions contained in the body of this Master Deed dealing with the administration and maintenance of the property shall be deemed to be part of the By-Laws.

F. "Common Elements" mean all of the property except for the Buildings and, without limiting the generality of the foregoing, shall include those items defined as General Common Elements in the Act, including the following:

1. The Parcel;

2. All easements, public walkways and communication ways;

3. All yards and landscaping, except as otherwise herein provided or stipulated;

4. All compartments or installations for services located outside of the Buildings, such as power, light, gas, cold and hot water, reservoirs, water tanks, and pumps, and the like;

5. All garbage dumpsters and, in general, and all devices or installations existing for common use of the Buildings;

6. All parking areas, roads, sewers, and all other services of a public nature not inside the walls of the individual Buildings;

7. All areas shown on the plan and including all roads, pipes, wires, conduits, ducts, cables, public utility line, retention basin, drainage control structure, and other improvements necessary for the overall integrity of the properties (except pipes, wires, conduits, ducts and related items situated entirely within a Building and serving only such Building.

8. All other elements of the Buildings desirable or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Master Deed; and,

9. All other amenities dedicated for the common use of the Building Owners.

G. "Declarant" shall refer to D.B. Perry Holdings, G.P., a Tennessee General Partnership, its successors and/or assigns, provided such successors and/or assigns are designated in writing by Declarant, as a successor and/or assign of the rights of Declarant set forth herein.

H. "Individual Building Unit(s)" shall refer to whereby a Building Owner elects to divide and/or cause the interior of its Building to be separated into individual offices for lease purposes and/or as individual building units for sale and conveyance different from the whole Building, as shown on the Plat; however, for purposes of this Master Deed and the By-Laws, it shall be the sole responsibility of each individual Building Owner for compliance with any and all obligations, financial or otherwise and/or duties, financial or otherwise related to the Property. The Individual Building Unit(s) shall have no vote nor individual rights under the terms of this Master Deed and/or By-Laws

I. "Limited Common Elements" means all Common Elements contiguous to and serving exclusively a single Building, as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful occupants of such Building either in this Master Deed, on the Plat, or by the Board. Limited Common Elements shall include, but shall not be limited to, the separate furnace, air conditioner and water heater located within or adjacent to a Building and serving only such Building, pipes, ducts, electrical wiring and conduits located entirely within a Building or adjoining said Building and serving only such Building, and such portions of entryways and all associated fixtures and structures therein as lie outside the Building boundaries, but are for the exclusive use of said Building.

J. "Majority" or "Majority of the Building Owners" mean the owners of more than Fifty (50%) percent of the votes allocated to Building Owners.

K. "Master Deed" means this instrument, by which the property is submitted to the provisions of the Act, as hereinafter provided, and such Master Deed as amended from time to time.

L. "Occupant" means a person or persons in possession of a Building or a portion of a Building, regardless of whether said person is a Building Owner.

M. "Parcel" means the Parcel or Tract of real estate described on Exhibit "A" attached to this Master Deed and submitted hereby to the provisions of the Act.

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N. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

O. "Plat" means the Plat or Plats of survey of the Parcel or Parcels or site plan(s) submitted to the provisions of the Act showing each Building, expressing its area, location and other data necessary for identification, said Plat or Plats either being filed of record in the Register's Office for Davidson County, Tennessee, or made exhibit(s) to this instrument or any supplements hereto.

P. "Property" means all the land, property and space comprising the Parcel as defined in Item "M" above, and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, submitted to the provisions of the Act.

Q. "Record" or "Recording" refers to the record or recording in the Register's Office for Davidson County, Tennessee.

R. "Rules and Regulations" refer to the rules and regulations concerning the use of the Buildings and the Common Elements, as adopted from time to time by the Board in accordance with the Master Deed and By-Laws.

S. "Special Declarant Rights" shall mean the rights reserved, to the Declarant, as established by this Master Deed (whether specifically titled or not specifically titled as such), including but not limited to the right to alter, relocate, complete all improvements to the Buildings, the Building's Limited Common Elements, the Common Elements and/or to the Property and/or indicated on the Plat filed with or subsequent to filing of this Master Deed and the sole and absolute right to amend this Master Deed and/or By-Laws of the Association, at any time prior to the sale of all Buildings.

T. "Unit" means each Building, as numbered and as shown on the Plat(s). The boundaries of each Building shall be and are hereby defined as the exterior surfaces of its perimeter walls and roof_(as may be extended pursuant to the BOMA International "Drip Line" Methodology), excepting Common Elements. It is intended that the term Building as used in this Master Deed shall have the same meaning as the term "Apartment" as used in the Act.

U. "Unit Owner" (also referred to herein and being the same as , "Building Owner") means the entity, entities, person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Building and of the undivided interest in the Common Elements appurtenant thereto, and shall be deemed the same as "co-owner" under the Act, but Building Owner shall not mean the Mortgagee or Beneficiary of a recorded mortgage or deed of trust who holds a lien solely for security purposes and does not have possession of the Building. Unless specifically provided otherwise herein, Declarant shall be deemed a Building Owner so long as it is the legal title holder of any Building.

1. The Declarant does hereby submit and subject the Parcel and the Property to the provisions of the Horizontal Property Act of the State of Tennessee, as amended from time to time and does hereby establish a Horizontal Property Regime.

2. The Plats set forth the numbers and location of each Building and other data as required by the Act.

3. The legal description of each Building shall consist of the identifying number of each Building, as shown on the Plats. Every deed, lease, mortgage, deed of trust, or other instrument shall legally describe a Building by its identifying number as shown on the Plat and every such description by number shall be deemed good and sufficient for all purposes, as provided in the Act. A Building Owner may elect to divide and/or cause its Building to be separated into individual offices for lease purposes and/or as individual building units for sale and conveyance ("Individual Building Unit(s), subject to applicable governmental approvals) different from the whole Building, as shown on the Plat; however, for purposes of this Master Deed and the By-Laws, it shall be the sole responsibility of each individual Building Owner for compliance with any and all obligations,

financial or otherwise and/or duties, financial or otherwise related to the Property. The Individual Building Unit(s) shall have no vote nor individual rights under the terms of this Master Deed and/or By-Laws

4. a. (1) There has been formed an Association having the name the Plus Park Commercial Condominiums Owners' Association, Inc., a Tennessee not-for-profit corporation, which Association shall be the governing body for all Building Owners, and shall be operated to provide for the maintenance, repair, replacement, administration, architectural control, and operation of the property, as provided in the Act, this Master Deed and the By-Laws. The By-Laws for the Association shall be the By-Laws attached to this Master Deed as Exhibit "C" and made a part hereof. The Board of Directors of the Association shall be elected and serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Building Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Building Owners, in accordance with the provisions of this Master Deed and By-Laws. A Building Owner's membership shall automatically terminate when it ceases to be a Building Owner. Upon the conveyance or transfer of a Building Owner's ownership interest to a new Building Owner, the new Building Owner shall simultaneously succeed to the former Building Owner's membership in the Association. Each Building shall have one (1) vote.

a. (2) The Association shall have two classes of voting membership:

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

The Class "B" member shall be the Declarant and who, until all Buildings are conveyed to Class "A" members, shall be entitled to a vote equal to seven (7) votes. The Class "B" membership shall cease and be converted to Class "A" membership upon the sale or transfer of all Buildings to Building Owner(s).

b. (1) The Board shall have the authority to engage the services 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, subject to the provisions of Subparagraph No. (2), below. The Board shall require that such Managing Agent have fidelity bond coverage on its employees handling Association funds. The cost of such services shall be a common expense, as defined in Paragraph No. 10 hereof.

(2) Prior to the appointment of the First Board as provided herein, the Declarant, on behalf of the Association, may employ a management corporation, to act as Managing Agent for the Property provided, however, that such contract shall not exceed a period of three (3) years after the sale or transfer of all Buildings to Building Owner(s). .

c. During the period of sale by Declarant of any Buildings, Declarant and Declarant's agents, employees, contractors, and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Buildings and property as may be required for purposes of sale of and maintenance and/or construction to its Buildings. While Declarant owns any of the Buildings and until each Building sold is occupied by the Purchasers, Declarant and its employees may use and show one (1) or more of such unsold or unoccupied Buildings.

d. To the extent permitted by law, neither the directors nor officers of the Association shall be personally liable to Building Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. Building Owners shall indemnify and

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hold harmless each of the directors or officers and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of the By-Laws.

5. In the event of any dispute or disagreement between any Building Owners relating to the property, or any questions of interpretation or application of the provisions of this Master Deed or By-Laws, the determination thereof by the Board shall be final and binding on all Building Owners.

6. Each Building is hereby allocated proportionate undivided interest in the Common Elements according to the ratio of the square footage of the Building to the total square footage of all of the Buildings. The ownership of a Building shall not be conveyed separate from the undivided ownership in the Common Elements appurtenant to such Building. The undivided interest in the Common Elements appurtenant to any Building shall be deemed conveyed or encumbered with that Building, even though the legal description in the instrument conveying or encumbering such Building may refer only to the fee title to that Building.

7. Each Building Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the property subject to leases made by or assigned to the Board) in common with all other Building Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Building owned by such Building Owner. Such right to use the Common Elements shall extend not only to each Building Owner, but also to its agent, servants, tenants, family members, customers, invitees, and licenses. However, each Building Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving such Building alone or shared with adjoining Buildings. Such rights to use Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, Master Deed, By-Laws, and rules and regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of this Master Deed and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions and regulations as the Board may adopt or prescribe.

8. Parking spaces on the property shall be part of the Common Elements, and may be used by Building Owners, their agents, servants, tenants, customers, invitees, and licensees, and shall be used subject to the Rules and Regulations of the Association.

There shall be erected on the parcel as part of the Common Elements, a sign which shall be used to identify Building Owners. Each Building Owner shall be allocated an equal portion of said sign. Each Building Owner shall have installed on said sign by the Association, at the sole expense of the said Building Owner, a uniform sign stating the Building address and Building number. The Building Owner shall also be allowed to install, at the sole expense of the Building Owner, a sign affixed to the Building to identify the trade name of said Building Owner. Said signs to be procured by the Association to insure architectural uniformity of said signs.

No Building nor any part or portion thereof shall be used for residential purposes; for the sale and/or on-site consumption of alcoholic beverages; for the sale and/or on site use of any smoking and/or illegal drug products and/or related paraphernalia, including but not limited to tobacco and/or vapor products; "Adult Only" type of use, including but not limited to the sale and/or rental of any use associated with explicit adult publication, the sale and/or rental of explicit video recordings, and/or the sale and/or rental of use associated with the promotion of illicit sexual behavior; nor, any use which would constitute and /or cause a violation of applicable zoning laws.

9. A. Each Building Owner shall pay its proportionate share of the expenses of the administration and operation of the Common Elements (based on the same proportionate ownership of Common Elements as computed according to Paragraph No. 6 above, i.e. according to the ratio of the square footage of the Building to the total square footage of all of the Buildings); and of any other expenses incurred in conformance with this Master Deed and By-Laws (which expenses are herein sometimes referred to as "common expenses"), including, but not limited to, the maintenance and repair of the Common Elements and any and all replacements and additions

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thereto (the, "Proportionate Share"). Except for its responsibilities as a Building Owner, as provided herein, Declarant shall not have any responsibility for the maintenance, repair or replacement of any part of the Common Elements after the date this Master Deed is recorded; provided, however, in the event Declarant expends any of its own funds for the repair, replacement or maintenance of any of the Common Elements, Declarant shall be entitled to a credit for such sums against any common expenses Declarant might be required to pay by virtue of being a Building Owner. Each Building Owner shall be responsible for paying its proportionate share of the common expenses. Assessments for the payment of common expenses shall be in such amounts and shall be payable at such times as determined in the manner provided in the By-Laws. No Building Owner shall be exempt from payment of its Proportionate Share of the common expenses by waiver or non-use of enjoyment of the Common or Limited Common Elements or by abandonment of its Building. If any Building Owner shall fail to make such payment of assessments for common expenses when due, the amount thereof together with any reasonable late charge established by the Board, and together with interest at the rate of Fifteen (15%) percent per annum, after said assessments become due and payable shall constitute a continuing lien on the Building against which the assessment is made, as provided in the Act. Each Building Owner shall be personally liable for its portion of each assessment made while it is the owner of a Building and said personal obligation shall pass to successors in title.

B. For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Elements and the premises contained herein and the sum of One ($1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, and rendering judicial foreclosure unnecessary, the Building Owners jointly and severally for themselves, their heirs, personal representatives, executor, administrators, successors and assigns (the "Trustors"), shall, by their acceptance of a deed to their Building, shall be deemed to have transferred and conveyed unto Peter Weiss, Trustee, his successors in trust and assigns, their respective Building and corresponding interests in the Common Elements together with the appurtenances, estate, title and interest thereto belonging, for the purpose of securing payment of their share of the common expenses and all other assessments thereon, whether common, annual or special, when due.
If the Trustors shall pay their share of the common expenses and all other assessments, common, annual or special when due, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any part thereof, is not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or its successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell the respective Building(s) (and its respective improvements, its Limited Common Elements, which for purposes herein shall be designated collectively as the "Building") and corresponding interests in the Common Elements, at the front door of the Courthouse in Davidson County, Tennessee (or such other location as designated in said notice)to the highest bidder for cash at public outcry, free from the statutory or equitable right of redemption, homestead, dower, distributive share and all other rights or exemptions of every kind, which are hereby expressly waived; and the said Trustee, or its successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid and purchase at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of the respective Building and shall only account for the net rents actually received by him. It is further agreed that, in the event the Trustee fails, before selling the respective Building, to enter and take possession thereof, and the purchaser shall be entitled to immediate possession thereof upon the deliver to him by the Trustee of a deed therefore.

In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

First. To the payment of all costs, charges and expenses of executing this trust conveyance and enforcing said lien as herein provided, including reasonable attorney's fees, and for all expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, including reasonable attorney's fees;

Second. To the payment of all unpaid taxes with respect to such Building; and,

Third. To the full and complete satisfaction of all amounts secured by such lien.

Fourth. Any balance of proceeds remaining after satisfaction of such charges, shall be paid to Trustors or to their order, or to their representatives or assigns.

The Association may, at any time and from time to time, by instrument in writing,

substitute and appoint a successor or successors to the Trustee, which instrument executed, acknowledged and recorded in the Register's Office for Davidson County, Tennessee, shall be conclusive proof of the proper substitution and appointment of such Successor Trustee. Said Successor Trustee shall have all the right, title and estate, powers, duties and privileges of the predecessor Trustee, without the necessity of any conveyance from such predecessor Trustee. Each Building Owner shall be personally liable for its portion of each assessment made while he is the owner of a Building, which obligation shall pass to successors in title.

Each Building Owner acquiring title to its Building, from the Declarant, shall pay a deposit at time of closing, which will be non-refundable, to the Association in order to establish a working capital fund ("Working Capital Fund") for initial expenses of the Association. Said deposit shall be in an amount established by the Declarant upon the sale and conveyance, by Declarant, of each Building to a Building Owner. In addition to its Proportionate Share and Working Capital Fund, each Building Owner understands that it shall contribute its proportionate share (according to the ratio of the square footage of the Building to the total square footage of all of the Buildings), for any necessary maintenance and/or improvements to the Common Elements, as may be required by the Declarant or Association.

C. The lien for assessments payable by a Building Owner shall be subordinate to the lien of a recorded first Mortgage or Deed of Trust on the interest of such Building Owner, except for the amount of the Proportionate Share of common expenses which become due and payable prior to (pursuant to the provisions of Tennessee Code Annotated § 66-27-415) ; from; and, after the date possession of the Building encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust.

10. Each Building Owner shall have the right, subject to the provisions herein, to mortgage its Building together with its respective ownership interest in the Common Elements. No Building Owner shall have the right or authority to mortgage or place a lien on the property or any part thereof, except to the extent of its own Building and its appurtenant interest in the Common Elements.

11. Real estate taxes shall be separately taxed to each Building Owner for its Building and its appurtenant interest in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Building Owner, but rather are taxed on the property as a whole, then each Building Owner shall pay its Proportionate Share thereof in accordance with its respective share of ownership interest in the Common Elements, and, in said event, such taxes shall be a common expense.

12. The Board shall obtain insurance for the Property, exclusive of the Buildings, additions within, improvements to and decorating of the Buildings or Limited Common Elements by Building Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost of the Common Elements and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to the Association, as the Trustee for the Building Owners in proportion to the Building Owners' respective percentages of ownership in the Common Elements, as set forth in this Master Deed, and for the holders of mortgages on the Buildings, if any. The policy of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against the Building Owners. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Building Owners, premiums for such insurance shall be separately billed to Building Owners based upon their respective ownership in the Common Elements.

In the event of damage to or destruction of any Common Elements, as a result of fire or other casualty covered by insurance proceeds, the Board shall, in its sole and absolute discretion, determine and without intervention of any Building Owner arrange for the prompt repair and

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restoration of the damaged portions of the Common Elements substantially in accordance with the original plans and specifications therefore. Where the insurance indemnity is insufficient to cover the cost of such repairs and restoration, the deficit shall be paid by all Building Owners with each Building Owner to bear its Proportionate Share thereof. The Board shall not be responsible for the repair, replacement or restoration of any Building (or part thereof) for which the responsibility of maintenance and repair is that of a Building Owner, or for furniture, furnishings, fixtures, appliances, or equipment installed in the Building by a Building Owner or occupant.

The Board shall also obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workmen's compensation insurance and other liability insurance in such amounts as it deems desirable, naming each Building Owner, mortgagee of record, if requested, the Association, its officers, directors, and employees, Declarant, and the Managing Agent, if any, as an additional insured. The premiums for such insurance shall be a common expenses. However, at the option of the Board, and upon written notice to all Building Owners, premiums for such insurance may be separately billed to each Building Owner with each Building Owner to bear a proportion thereof based upon its percentage of ownership in the Common Elements. The Board shall retain in safekeeping any such public liability policy for six (6) years after the expiration date of the policy.

Building Owner(s) shall be required to maintain public liability insurance covering public liability within the Building(s). Said public liability insurance policy(ies) shall designate the Association, as an additional insured.

The Board shall also obtain fidelity coverage covering officers, directors and employees who handle or are responsible for handling Association funds. Such bonds shall be in such amounts as the Board may determine, but in no event less than one hundred fifty percent (150%) of the monthly operating expenses of the Association, and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

The Board shall also obtain such other insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the property and each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the By-Laws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee. The Board shall require such fidelity bond coverage as necessary for any person or Board member handling Association funds. The premiums for such insurance and bonds shall be a common expense.

Each Building Owner shall be responsible for obtaining its own insurance for its Building, its contents and the Limited Common Elements serving its Building, as well as its additions and improvements thereto, and those parts of the Building for which the responsibility of maintenance and repair is that of the Building Owner, and for decorations, furnishings, and personal property therein, and personal property stored elsewhere on the property, if any. In addition, in the event a Building Owner desires to insure against its personal liability and loss or damage by fire or other hazards above and beyond the extent that its liability, loss or damage that is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Building Owners as part of the common expenses, as above provided, said Building Owner may, at its option and expense, obtain additional insurance. Should a Building be partially or completely destroyed by fire or other casualty, it shall be the requirement of the Building Owner of the affected Building to restore the affected Building to its condition equal or better to the condition which existed prior to said casualty loss.

13. Each Building Owner, at its own expense, shall furnish and be responsible for all maintenance of, repairs and replacements to the exterior and interior of its Building. Except to the extent hereinafter set forth, maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association, and the cost thereof shall be part of the common expenses, subject to the By-Laws, and Rules and Regulations of the Association. The expenses for the maintenance, repair or replacement of a Building's water heater, furnace, air conditioner, heating, and air conditioning ducts, and plumbing and electrical wiring and other items serving only such Building, shall be borne by the Building Owner of the Building, to which such Limited Common Elements are appurtenant; and, at the discretion of the

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Board, maintenance of, repairs to, and replacements within the other Limited Common Elements may be assessed in whole or in part to Building Owners benefited thereby. Further, at the discretion of the Board, the Board may direct Building Owners who stand to be benefited by such maintenance of, repairs to, and replacements within the Limited Common Elements to arrange for such maintenance, repairs and replacements in the name and for the account of such benefited Building Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the property from all mechanic's or materialmen's lien claims that maintain, repair, or replace the electrical wiring, plumbing, or other utilities of a Building; however, if it shall become necessary to gain entry to another Building, it shall be the responsibility of the Association to provide such maintenance, repair or replacement, but the cost of such maintenance, repair, or replacement may be assessed to the Building Owners benefitted thereby, as hereinabove provided.

If, due to the act or neglect of a Building Owner, or of its agent, servant, tenant, family member, invitee, licensee or pet, damage shall be caused to the Common Elements or to a Building or Buildings owned by others, or maintenance, repairs or replacements are required which would otherwise be a common expense, then such Building Owner shall pay for such damage or such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by the Association's insurance.

The authorized representatives of the Association, Board, or of the Managing Agent with approval of the Board, shall be entitled to reasonable access to the individual Buildings and Limited Common Elements as may be required in connection with the preservation of any individual Building or Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs to, or replacements within the Common Elements, Limited Common Elements, or any equipment, facilities or fixtures affecting or serving other Buildings, Common Elements and Limited Common Elements, or to make any alteration required by any governmental authority.

14. No Building Owner may alter of any Common Elements, or add additions or improvements thereto without the prior written approval of the Board. The Board may authorize and charge as common expenses alterations, additions and improvements of the Common Elements as provided in the By-Laws. Except for the Special Declarant Rights reserved to Declarant, no Building Owner may alter the exterior of its Building without the prior written approval of the Board (or designated architectural committee if established thereby); however, any Building Owner may make alterations, additions or improvements within its Building without the prior written approval of the Board. The Building Owner shall be responsible for any damage to other Buildings, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

15. Each Building Owner, at its own expense, shall furnish and be responsible for all decorating within its Building and Limited Common Elements serving its Building, as may be required from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting, and other furnishings and decorating. Each Building Owner shall be entitled to the exclusive use of its Building, and such Building Owner shall maintain its Building in good conditions at its sole expense, as may be required from time to time. No Building Owner may modify, alter or change the exterior portion of its Building until all plans and specifications have been approved by and made subject to the rules and regulations of the Association, but each Building Owner shall have the right to decorate such interior surfaces from time to time as it may see fit and at its sole expense. Decorating of the Common Elements (other than interior surfaces within the Buildings as above provided and other than of Limited Common Elements) and any redecorating of Buildings, to the extent such redecorating of Buildings is made necessary by damage to Buildings caused by maintenance, repairs or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the common expenses. All windows forming part of a perimeter wall of a Building shall be cleaned and washed, and any damage thereto repaired, at the expense of the Building Owner of that Building.

16. If any portions of the Common Elements shall actually encroach upon any Building, or if any Building shall actually encroach upon any portions of the Common Elements, or if any

Building shall actually encroach upon another Building, as the Common Elements and Buildings are shown on the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Building Owners involved, to the extent of such encroachments, so long as the same shall exist.

17. Subject to the provisions of this Master Deed and the By-Laws, no part of the property may be used for purposes other than the related common purposes for which the property was designed.

The Common Elements shall be used only by Building Owners and their agents, servants, tenants, family members, customers, invitees, and licensees for access, ingress to, and egress from the respective Buildings and for such other purposes incidental to use of the Buildings. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Building Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements.

18. In the event of any violation of the provisions of the Act, this Master Deed, By-Laws, or rules and regulations of the Association, by any Building Owner (either by its own conduct or by the conduct of any Occupant of its Building), the Association, or its successors or assigns, shall have each and all of the rights and remedies which may be provided for in the Act, this Master Deed, By-Laws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Building Owner and/or others for enforcement of any lien and the appointment of a receiver for the Building and ownership interest of such Building Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Building and to sell the same as provided herein or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of Fifteen (15%) percent per annum or such other uniform lawful rate as the Board shall determine, until paid, shall be charged to and assessed against such defaulting Building Owner, and shall be added to and deemed part of its respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of common expenses, upon the Building, and its appurtenant interest in the Common Elements of such defaulting Building Owner and upon all of its additions and improvements thereto and upon all of its personal property in its Building or located elsewhere on the property; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or first mortgage deed of trust on the Building, to the extent hereinabove set forth. In the event of any such default by any Building Owner, the Board or the Manager or Managing Agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Building Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This Paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of mortgage and deed of trust liens against the Buildings.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Master Deed: (a) to enter (either peaceably or forcibly without liability to such Building Owner for such entry) upon the Building, or any portion of the property upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Building Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach pursuant to this Master Deed.

If any Building Owner (either by its own conduct or by the conduct of any other Occupant of its Building) shall violate the Act, or any of the covenants or restrictions or provisions of this Master Deed, the By-Laws, or the regulations adopted by the Board, and if such default or violation

shall continue for ten (10) days after notice to the Building Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of said defaulting Owner to continue as a Building Owner and to continue to occupy, use, or control its Building, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against such defaulting Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use, or control the Building owned by it on account of said violation, and ordering that the Trustee to exercise the power of foreclosure, as hereinabove provided, and to sell all the right, title and interest of said defaulting Building Owner in the Building (subject to the lien of any existing deed of trust or mortgage). Upon such sale, the purchaser shall thereupon be entitled to a deed to the Building and the Building Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Building sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Building Ownership sold subject to this Master Deed.

19. Until sale of all Buildings by Declarant, the provisions of this Master Deed may be amended, by Declarant, by an instrument in writing, without consent and/or approval of the Class "A" members. After sale and conveyance of all Buildings, by Declarant to Building Owners, the provisions of this Master Deed may be amended by an instrument in writing, setting forth such amendment, signed by Building Owners owning not less than sixty-seven (67%) percent of the votes of the Buildings; provided, however, that all lien holders of record have been notified by certified mail of such amendment, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument.

Any amendment shall be effective upon the recording of such instrument in the Office of the Register of Davidson County, Tennessee.

20. If any of the options, privileges, covenants, or rights created by this Master Deed shall be unlawful, void or voidable for violation of the rule against perpetuities, when such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the Governor of Tennessee holding office as of the date of this Master Deed.

21. Each Grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by this Master Deed. All future Building Owners and Occupants shall be subject to and shall comply with the provisions of this Master Deed. Any restrictions or rules in the By-Laws which are more than administrative in nature such as, but not limited to, reservations and future rights of Declarant are hereby incorporated into and made a part of this Master Deed by reference.

All rights, benefits and privileges hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Master Deed were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

All present and future Building Owners and Occupants of a Building shall be subject to, and shall comply with, the provisions of the By-Laws appended hereto and recorded herewith, pursuant to Tennessee Code Annotated, Section 66-27-111, as they may be amended from time to time. The acceptance of a deed of conveyance, devise, or lease to a Building, or the entering into occupancy of any Building shall constitute an agreement that the provisions of the By-Laws, and any Rules and Regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Building Owner or Occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Building, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

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The terms and conditions of the Master Deed, By-Laws, and Rules and Regulations of the Association may be incorporated by reference in, and become part of, the agreement between any first mortgagee and any present or future Building Owner who enters into such an agreement with a first mortgagee. When so incorporated, any default in the terms and conditions of this Master Deed, By-Laws, and Rules and Regulations may be considered by the first mortgagee as a default, whereupon said first mortgagee, after exercising its option to declare a default, shall then have all of the rights and privileges arising as a result of a default under its agreement with said Building Owner.

22. In the event of a taking of part of the Common Elements in condemnation or by eminent domain, the award made for such taking shall be payable to the Association. If a majority of the Board in their sole and absolute discretion approve the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event the Board does not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on the basis of such Building's percentage of ownership in the Common Elements.

23. Building Owner's right of enjoyment in the Common Elements shall be subject to:

(a) The right of the Association, as provided in its By-Laws or Rules and Regulations, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published Rules and Regulations;

(b) The right of the Association to charge reasonable fees for the use of any part or parts of the Common Elements;

(c) The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such diminution or dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless members of the Association entitled to cast ninety (90%) percent of the total votes of the Association have agreed to such dedication, transfer, purpose, or condition;

(d) The right of Declarant, at their sole expense, to expand, or extend existing driveways, parking areas and yard, and to construct, expand, enlarge or relocate sewers, utility lines or service connections, in order to serve the existing Buildings; and,

(e) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the Common Elements and the Buildings.

24. The following declarations shall be controlling over any terms of this Master Deed or By-Laws which are in conflict therewith. Any portions of this Master Deed or By-Laws which are in conflict with this paragraph are hereby deleted and the following rights of mortgagees are itemized as follows:

(a) A first mortgagee of a Building, upon its written request, shall be entitled to written notification from the Association of any default by the mortgagor of such Building in the performance of such mortgagor's obligations under this Master Deed, By-Laws, or any of the condominium documents, which is not cured within thirty (30) days.

(b) Any first mortgagee of a Building who comes into possession of the Building pursuant to the remedies provided in the mortgage, or deed of trust, or by foreclosure of the mortgage or deed of trust, or by deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Building except for the amount of the Proportionate Share of common expenses which become due and payable prior to (pursuant to the provisions of Tennessee Code Annotated § 66-27-415) ; from; and, after the date of its acquiring title to the Building.

(c) First mortgagees shall have the right to examine the books and records of the Association.

(d) An adequate reserve fund for the replacement of Common Elements will be established and funded by regular monthly payments rather than by special assessments; however, the Association may levy special assessments should extraordinary expenses be incurred.

(e) As set forth in T.C.A. Section 66-27-120, all taxes, assessments, and charges which may become liens prior to the first mortgage under the laws of the State of Tennessee shall relate only to the Building and not to the property as a whole.

(f) No Building Owner, or any other party, shall have priority over any rights of the first mortgagees of Buildings in the case of a distribution to Building Owners of insurance proceeds or condemnation awards for losses to or a taking of Buildings and/or Common Elements.

(g) Notwithstanding the above, any first mortgagee shall have all of the rights granted to a first mortgagee herein, and in addition shall have all of the rights granted to an institutional first mortgagee under its deed of trust, and under the laws of the State of Tennessee.

25. In the event title to any Building is conveyed to a land title-holding trust, under the terms of which all powers of management, operation, and control of the Building remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Building Owners for all purposes and they shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this declaration against such Building. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Building and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Building.

26. Notices provided for in the Act, Master Deed or By-Laws shall be in writing and shall be addressed to the Association or any Building Owner, as the case may be, at the Plus Park Commercial Condominiums Owners' Association, Inc., c/o D.B. Perry Holdings, G.P., a Tennessee General Partnership, 618 Church Street, Suite 200, Nashville, Tennessee 37219, or at such other address as hereinafter provided. The Association may designate a different address or addresses for notices to it by giving written notice of such change of address to all Building Owners. Any Building Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgement of the receipt thereof.

Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Building shall be given a copy of all notices permitted or required by this Master Deed to be given to the Owner or Owners whose Building is subject to such mortgage or trust deed.

27. If any provision of this Master Deed or By-Laws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Master Deed and the By-Laws and of the application of any such provision, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby, and the remainder of this Master Deed of the By-Laws shall be construed as if such invalid part was never included therein.

28. Any Common Open Space established by an adopted final master development plan for condominiums shall be subject to the following:

(a) The Metropolitan Planning Commission and the Metropolitan County Council may require that the landowner provide for and establish an organization for the ownership and maintenance of any Common Open Space, and such organization shall not be dissolved nor shall it dispose of any Common Open Space, by sale or otherwise (except to an organization conceived and established to own and maintain the Common Open Space), without first offering to dedicate the same to the Metropolitan Government of Nashville and Davidson County and the said

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dedication be approved by the Metropolitan Planning Commission. However, the conditions of any transfer shall conform to the adopted final master development plan.

(b) In the event that the organization established to own and maintain Common Open Space, or any successor organization, shall at any time after the establishment of the Condominium fail to maintain the Common Open Space in reasonable order and condition in accordance with the adopted master development plan, the zoning administrator may serve written notice upon such organization and/or the owners or residents of the Condominium and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected, the zoning administrator shall call upon any public or private agency to maintain the Common Open Space for a period of one (1) year. When the zoning administrator determines that the organization is not prepared for the maintenance for the Common Open Space such agency shall continue maintenance for yearly periods.

(c) The cost of such maintenance by such agency shall be assessed proportionally against the properties within the Condominium development that have a right of enjoyment of the common open space, and shall become a lien on said properties.

29. The captions herein are inserted only as a matter of convenience, and in no way define, limit or describe the scope of these provisions or the intent of any provision hereof.

30. The use of the masculine gender in this Master Deed and in the By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural whenever the context so requires.

IN WITNESS WHEREOF, the Declarant has executed this document on the day and date hereinafter recited.

"DECLARANT"

D.B. Perry Holdings, G.P.,
a Tennessee General Partnership

By: _____
Michael D. Shmerling,
Managing General Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the State and County aforesaid, personally appeared Michael D. Shmerling, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon its oath, acknowledged himself to be the Managing General Partner of D.B. Perry Holdings, G.P., a Tennessee General Partnership, the within named bargainor, and that he as such Managing General Partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the general partnership, by himself as Managing General Partner.

Witness my hand and official seal at office at Nashville, Tennessee, on this 25 Day of July, 2018.

My Commission Expires: 11/5/18

_____
Notary Public

TERESA KERSEY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT "A"

TRACT I:
LAND in the Sixteenth Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee along the west side of Plus Park Boulevard, being Lot 12 as shown on the resubdivision of Section 12 of the Plus Park as evidenced in Book 4460, Page 109, Register's Office for Davidson County, Tennessee, and being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument, said monument being in the west right of way of Plus Park Boulevard, a corner to Invest-X Corporation, a Tennessee Corporation, as evidenced in Book 8983, Page 413, Register's Office for Davidson County, Tennessee and the southeast corner of the herein described tract;
THENCE, with the line of Invest-X Corporation North 87 degrees 13 minutes 40 seconds west, 484.63 feet to a 5/8 inch iron rod with no cap, said rod being in the east right of way of interstate 24;
THENCE, with said right of way, generally along a controlled access fence for the next 2 calls: 1.) North 00 degrees 43 minutes 07 seconds east, 226.42 feet to a 5/8 inch iron rod with no cap; and 2.) North 00 degrees 46 minutes 48 seconds east, 314.70 feet to a concrete monument, said monument being a corner to Tennessee Real Estate Investments, L.P., as evidenced in Book 9614, Page 332, Register's Office for Davidson County, Tennessee;
THENCE, with the line of Tennessee Real Estate Investments, L.P. for the next 2 calls: 1.) South 84 degrees, 20 minutes, 50 seconds east, 155.05 feet to an iron rod with no cap; and 2.) South 83 degrees, 11 minutes, 42 seconds east, 328.03 feet to an iron rod with cap stamped RLS #1512, CHERRY, said rod being in the west right of way of Plus Park Boulevard;
THENCE, with said right of way for the next 2 calls: 1.) South 04 degrees, 45 minutes, 08 seconds west, 246.25 feet to a concrete monument, said monument being the beginning of a curve to the left, said curve having a central angle of 17 degrees, 08 minutes, 49 seconds, a radius of 890.59 feet, an arc length of 266.53 feet and a chord of south 03 degrees, 44 minutes, 30 seconds east, 265.54 feet;
THENCE, along the arc of the above described curve 266.53 feet to the point of beginning and containing 5.68 acres according to a survey dated December 22, 2004 by Jackie L. Dillehay, Tennessee Registered Land Surveyor No. 1417 whose address is Ragan Smith and Associates, Inc., 315 Woodland Street, Nashville, Tennessee, 37206.
The above described bearings are based on the Tennessee Coordinate System of 1983.

TRACT II:
LAND in the Sixteenth Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee along the west side of Plus Park Boulevard, being Lot 1 as shown on the resubdivision of Lot 16 on the resubdivision of Section 12 of the Plus Park as evidenced in Book 5200, Page 482, Register's Office for Davidson County, Tennessee, and being more particularly described by metes and bounds as follows:

BEGINNING at a P.K. Nail (old), said nail being in the west right of way of Plus Park Boulevard, a corner to Primera Iglesia Bautista as evidenced in Instrument No. 20011231144905, Register's Office for Davidson County, Tennessee, and the southeast corner of the herein described tract;
THENCE, with the line of Primera Iglesia Bautista North 86 degrees, 49 minutes, 29 seconds west, 548.79 feet to a 3/8 inch iron rod (old) with no cap, said rod being in the east right of way of interstate 24;
THENCE, with said right of way, generally along a controlled access fence for the next 2 calls: 1.) North 00 degrees, 15 minutes, 51 seconds east, 144.46 feet to a 5/8 inch iron rod (new) with cap stamped "RAGAN SMITH ASSOCIATES:; and 2.) North 00 degrees, 43 minutes, 07 seconds east, 39.05 feet to a 5/8 inch iron rod (old) with no cap, said rod being a corner to Invest-X Corporation, a Tennessee Corporation, as evidenced in Book 8923, Page 248, Register's Office for Davidson County, Tennessee;
THENCE, with the line of Invest-X Corporation North 87 degrees 13 minutes 40 seconds west, 484.63 feet to a concrete monument (old), said monument being in the west right of way of Plus

Park Boulevard, also being the beginning of a curve to the left, said curve having a central angle of 09 degrees, 01 minutes, 38 seconds, a radius of 890.59 feet, an arch length of 140.32 feet and a chord of south 16 degrees, 54 minutes, 14 seconds east, 140.17 feet;
THENCE, with said right of way, along the arc of the above described curve 140.32 feet to a 5/8 inch iron rod (new) with cap stamped "RAGAN SMITH ASSOCIATES";
THENCE, with said right of way south 21 degrees, 18 minutes, 04 seconds east, 60.48 feet to the point of beginning and containing 2.18 acres according to a survey dated December 22, 2004 by Jackie L. Dillehay, Tennessee Registered Land Surveyor No. 1417 whose address is Ragan Smith and Associates, Inc., 315 Woodland Street, Nashville, Tennessee, 37206.
The above described bearings are based on the Tennessee Coordinate System of 1983.

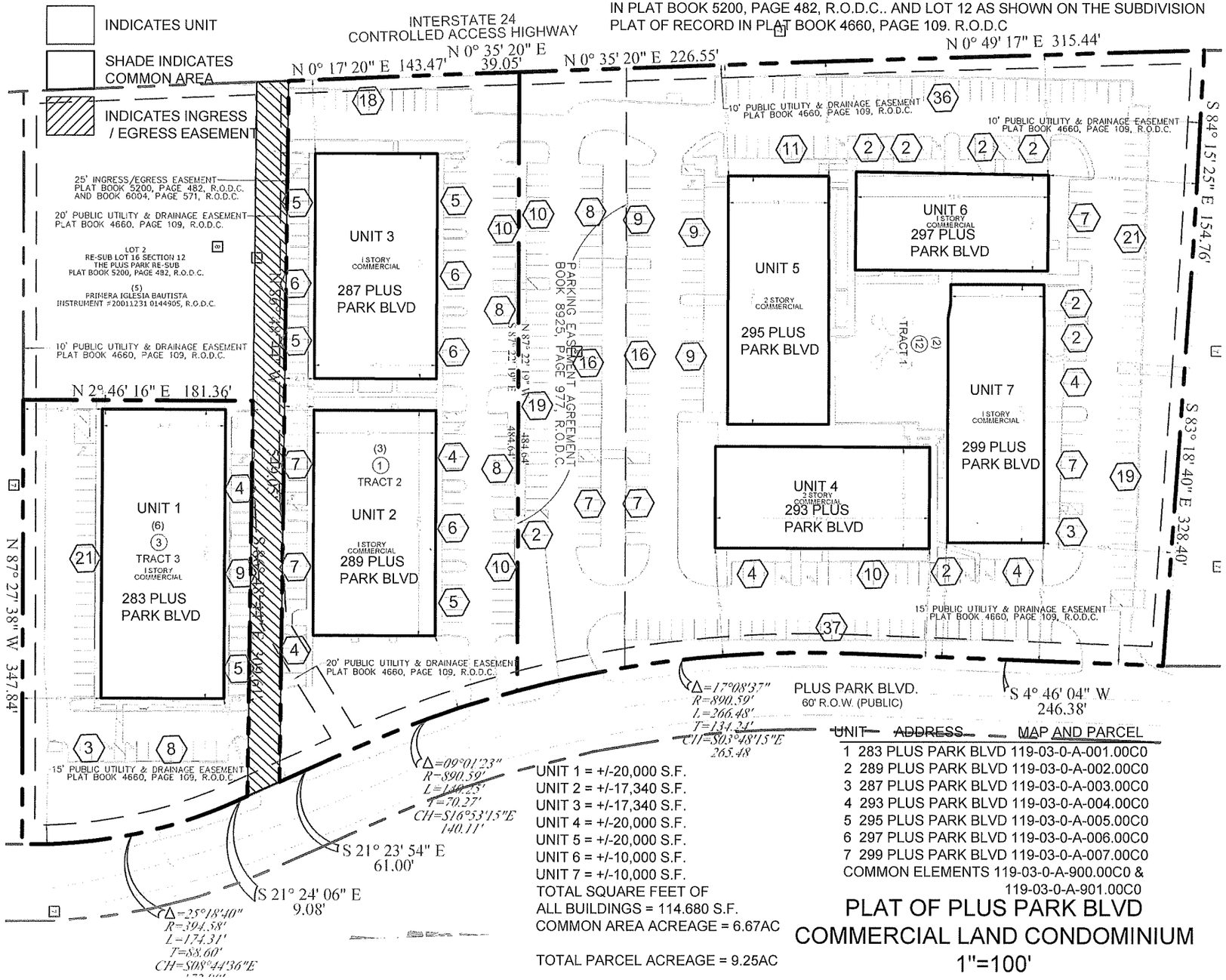
TRACT III:
LAND in the Sixteenth Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee along the west side of Plus Park Boulevard, being Lot 3, as shown on the resubdivision of Lot 16 on the resubdivision of Section 12 of the Plus Park as evidenced in Book 5200, Page 482, Register's Office for Davidson County, Tennessee, and being more particularly described by metes and bounds as follows:

BEGINNING at a iron rod (old) with cap stamped "RAGAN SMITH ASSOCIATES", said rod being in the west right of way of Plus Park Boulevard, a corner to Alliance RT Limited Partnership as evidenced in Instrument No. 20030918138517, Register's Office for Davidson County, Tennessee and the southeast corner of the herein described tract;
THENCE with the line of Alliance RT Limited North 87 degrees, 11 minutes, 30 seconds west, 347.83 feet to a 5/8 inch rod (new) with cap stamped "RAGAN SMITH ASSOCIATES", said rod being a corner to Primera Iglesia Bautista as evidenced in Instrument No. 20011231144905, Register's Office for Davidson County, Tennessee;
THENCE with the line of Bautista for the next 2 calls: 1.) North 02 degrees, 53 minutes, 16 seconds east, 182.56 feet to a 1/2 inch iron rod (old) with no cap; and 2.) South 86 degrees, 46 minutes, 50 seconds east, 309.85 feet to an iron rod (old) with no cap, said rod being in the west right of way of Plus Park Boulevard; thence with said right of way south 21 degrees, 18 minutes, 04 seconds east, 9.17 feet to a concrete monument (old), said monument being the beginning of a curve to the right, said curve having a central angle of 25 degrees, 40 minutes, 03 seconds, a radius of 394.58 feet, an arc length of 176.77 feet and a chord of South 08 degrees, 22 minutes, 17 seconds east, 175.29 feet; thence with said right of way, along the arc of the above described curve 176.77 feet the point of beginning and containing 1.40 acres according to a survey dated December 22, 2004 by Jackie L. Dillehay, Tennessee Registered Land Surveyor No. 1417 whose address is Ragan Smith and Associates, Inc., 315 Woodland Street, Nashville, Tennessee, 37206.
The above described bearings are based on the Tennessee Coordinate System of 1983.

TOGETHER with the easement for access set out in the easement of record in Book 6004, Page 571, Register's Office for Davidson County, Tennessee;

EXHIBIT "B"

THE LAND DESCRIBED HEREON IS LOTS 1 & 3 ON THE SUBDIVISION PLAT OF RECORD IN PLAT BOOK 5200, PAGE 482, R.O.D.C.. AND LOT 12 AS SHOWN ON THE SUBDIVISION PLAT OF RECORD IN PLAT BOOK 4660, PAGE 109. R.O.D.C



UNIT 1 = +/-20,000 S.F.
UNIT 2 = +/-17,340 S.F.
UNIT 3 = +/-17,340 S.F.
UNIT 4 = +/-20,000 S.F.
UNIT 5 = +/-20,000 S.F.
UNIT 6 = +/-10,000 S.F.
UNIT 7 = +/-10,000 S.F.
TOTAL SQUARE FEET OF ALL BUILDINGS = 114.680 S.F.
COMMON AREA ACREAGE = 6.67AC

TOTAL PARCEL ACREAGE = 9.25AC

UNIT	~~ADDRESS~~	MAP AND PARCEL
1	283 PLUS PARK BLVD	119-03-0-A-001.00C0
2	289 PLUS PARK BLVD	119-03-0-A-002.00C0
3	287 PLUS PARK BLVD	119-03-0-A-003.00C0
4	293 PLUS PARK BLVD	119-03-0-A-004.00C0
5	295 PLUS PARK BLVD	119-03-0-A-005.00C0
6	297 PLUS PARK BLVD	119-03-0-A-006.00C0
7	299 PLUS PARK BLVD	119-03-0-A-007.00C0
COMMON ELEMENTS		119-03-0-A-900.00C0 & 119-03-0-A-901.00C0

PLAT OF PLUS PARK BLVD COMMERCIAL LAND CONDOMINIUM

1"=100'

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EXHIBIT "C"

BY-LAWS OF THE PLUS PARK COMMERCIAL CONDOMINIUMS OWNERS' ASSOCIATION, INC.

ARTICLE I

Members (Building Owners)

Section 1. Eligibility. The members of Plus Park Commercial Condominiums Owners' Association, Inc., a Tennessee not-for-profit corporation, shall consist of the Building Owners of the property known as Plus Park Commercial Condominiums located at Nashville, Davidson County, Tennessee (the "Property"). If a Building Owner is a trust, then the member shall be a beneficiary of such trust, and if a Building Owner or such a beneficiary is a corporation or partnership, the member may be an officer, partner or employee of such Building Owner or beneficiary.

Section 2. Succession. The membership of each Building Owner shall terminate when he ceases to be a Building Owner, and upon the sale, transfer, or other disposition of its ownership interest in the Property, its membership in the Association shall automatically be transferred to the new Building Owner succeeding to such ownership interest.

Section 3. Regular Meetings. The first regular meeting of the Building Owners (the "First Meeting") may be held, subject to the terms hereof on any date, at the option of the Board; provided, however, that the First Meeting shall be held not less than ten (10) days, nor more than one hundred twenty (120) days after Declarant has sold and delivered deeds for all of the Buildings. For purposes of this provision, all of the Buildings shall mean Buildings which correspond, in the aggregate, to all of the undivided ownership of the Common Elements as set forth in the Master Deed. Subsequent to the First Meeting there shall be a regular annual meeting of Building Owners held each year within fifteen (15) days of the anniversary of the First Meeting. All such meetings of Building Owners 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 delivered to all Building Owners at least ten (10) days prior to the date of such meeting.

Section 4. Special Meetings. Special meetings of Building Owners may be called by the President or by a majority of the Directors of the Association, or by all Building Owners entitled to vote at such meeting. Special meetings shall be called by delivering written notice to all Building Owners not less than ten (10) days prior to the date of the meeting, stating the date, time and place of the special meeting and the matters to be considered.

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Section 5. Delivery of Notice of Meeting. Notices of meetings shall be delivered either personally or by mail to Building Owners at the addresses given to the Board by Building Owners for such purpose, or to a Building Owner's Building if no separate address for such purpose has been given to the Board.

Section 6. Voting. Each Class "A" Building Owner, as defined in the Master Deed shall have one (1) vote. Until all Buildings are sold, the Declarant, as the Class "B" Building Owner shall have seven (7) votes. Should any Building Owner consists of more than one (1) person, the voting rights of such Building Owner shall not be divided, but shall be exercised as if the Building Owner consisted of only one (1) person in accordance with the proxy or other designation made by the persons constituting such Building Owner. In the event of disagreement among such persons and an attempt by two (2) or more of them to cast such vote, such persons shall not be recognized, and such vote shall not be counted. Declarant may exercise the voting rights with respect to Buildings owned by it.

No Building Owner who is in default in the payment of its assessments hereunder shall be entitled to exercise its right to vote until he has cured such default. A Building Owner shall be deemed to be in default if he has not paid its assessments to the Board, or its agent, within fifteen (15) days after the due date thereof. A Building Owner may protest the amount of the assessment, but it still must be paid during the pendency of its protest to the Board.

Section 7. Quorum. A quorum of Building Owners for any meeting shall be constituted by Building Owners represented in person or by proxy by fifty-one (51%) percent of all of the votes entitled to be cast at such meeting.

ARTICLE II
Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Horizontal Property Act of the State of Tennessee as the "board of administrators" and sometimes referred to herein as the "Board") shall consist of seven (7) members (hereinafter referred to as "Directors"). Directors shall be elected at the regular annual meeting of Association members by the vote of Building Owners, except that until such time as the First Meeting of members is held, the Directors (hereinafter called "members of the First Board") shall be appointed by Declarant. Those candidates for election as Director receiving the greatest number of votes cast either in person or by proxy at the meeting shall be elected. Every Director, except for members of the First Board, shall hold office for the term of three (3) years and until its successor shall be elected and qualified. At the first regular annual meeting, the members shall elect one (1) Director for a term of one (1) year; three (3) Directors for a term of two (2) years, and three (3) Directors for the term of three (3) years. At each annual meeting

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thereafter the members shall elect replacement Directors for a term of three (3) years.

Section 2. Qualification. Except for members of the First Board, each Director shall be a Building Owner (or, if a Building Owner is a trustee of a trust, a Director may be a beneficiary of such trust; and if a Building Owner or such a beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such Building Owner or beneficiary). If a Director shall cease to meet such qualifications during its term, he shall thereupon shall cease to be a Director.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Section 4. Nomination. Nomination for election to the Board shall be made by a Nominating Committee which shall consist of three (3) members appointed by the Board to serve from the close of one (1) annual meeting to the close of the succeeding annual meeting. Such appointment shall be announced at the annual meeting. The Nominating Committee may nominate any number of qualified individuals, but no less than the number of Directors to be elected. The nominations shall be made at least thirty (30) days prior to the annual meeting and a brief statement about the qualifications of each individual so nominated shall be included with the notice of the annual meeting. Nominations shall also be allowed from the members at the annual meeting.

Section 5. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Building Owners. Special meetings of the Board shall be held upon 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 personally or by mail or telegram. 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 Directors attendance at a meeting shall constitute its waiver of notice of said meeting.

Section 6. Removal. Any Director may be removed from office with or without cause by the vote of a majority of Building Owners.

Section 7. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by Building Owners.

Section 8. Quorum. A simple majority of Directors shall constitute a quorum.

Section 9. Powers and Duties. The Board shall have the following powers and duties:

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(a) to elect and remove the officers of the Association;

(b) to administer the affairs of the Association and the Property;

(c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer, and operate the Property or any part thereof for all Building Owners, upon such terms and for such compensation and with such authority as the Board may approve;

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

(e) to adopt rules and regulations, with written notice thereof to all Building Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time and to establish reasonable financial assessments for infractions thereof;

(f) to provide for the maintenance, repair and replacement of the Common Elements and payments therefore, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;

(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 to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

(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 fix the estimated annual budget, and to provide the manner of assessing and collecting from Building Owners their respective shares of such estimated expenses, as hereinafter provided;

(k) to borrow money for the purpose of repair or restoration of Common Elements

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without the approval of the members of the Association;

(l) to secure insurance policies as required by the Master Deed, and in this regard, annually to review the amounts of coverage afforded by such policies;

(m) unless otherwise provided herein or in the Master Deed, to comply with the instructions of a majority of Building Owners as expressed in resolutions duly adopted at any annual or special meeting of Building Owners;

(n) to be responsible for and maintain all streets, roads, utilities, and any other services of a public nature that are classified as Common Elements in the Master Deed;

(o) to exercise all other powers and duties of Building Owners as a group referred to in the Horizontal Property Act of the State of Tennessee or in the Master Deed or these By-Laws.

Section 10. Authority of Board to Act for Association. Whenever in these By-Laws the Association is given the power to take any action, it is the intention of these By-Laws that the Board shall act for the Association in all cases, except and to the extent that it is expressly provided that action be taken upon vote of the Building Owners.

Section 11. Non-Delegation. Nothing in these By-Laws 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 Building Owners.

ARTICLE III
Officers

Section 1. Designation. At each regular annual meeting of the Board, the Directors present at such meeting shall elect the following officers of the Association by a majority vote:

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

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of Building Owners, and who shall, in general, perform all the duties incident to the office of Secretary(and who may be a representative of the Managing Agent);

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;

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(d) 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 its successor shall have been appointed or elected and qualified.

Section 4. 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 Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by Building Owners.

ARTICLE IV

Assessments

Section 1. Annual Budget. The Board shall establish an annual budget to provide for the needs of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including, but not limited to, salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expenses. To the extent that the assessments and other cash income collected from Building Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and replacements, in reasonable amounts as determined by the Board.

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Building Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Building Owner shall pay, its respective monthly assessment for the common expenses, one-twelfth (1/12) of its proportionate share of the common expenses for such year as shown by the

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annual budget. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Building Owner shall continue to pay each month the amount of its respective monthly assessment as last determined. Each Building Owner shall pay its monthly assessment on or before the first day of each month to the Managing Agent or otherwise as directed by the Board. No Building Owner shall be relieved of its obligation to pay any assessment by abandoning or not using its Building, the Private Elements, the Common Elements, or the Limited Common Elements.

Section 3. Partial Year or Month. Commencing with the date of recording of the deed to each Building, each Building Owner shall pay its assessment for the following month or fraction of a month, which assessment shall be in proportion to its respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be computed by the Board.

Section 4. Annual Report. Within ninety (90) budget, or as soon thereafter as practicable, the Board shall cause to be furnished to each Building Owner a statement for such year, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. Supplemental Budget. In the event that, during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common 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 Building Owner, and thereupon a supplemental assessment shall be made to each Building Owner for its proportionate share of such supplemental budget.

Section 6. Expenditures. Except for the Management Agreement described in Article II, Section 9 (c) hereof and expenditures and contracts specifically authorized by the Master Deed and By-Laws, the Board shall not approve any expenditures in an amount in excess of ten (10%) percent of the annual budget for the then current year, unless required for emergency repair, protection or operation of the Common Elements or Limited Common Elements, nor enter into any contract for more than three (3) years, without the prior approval of a majority of the Members.

Section 7. Lien. It shall be the duty of every Building Owner to pay its proportionate share of the common expenses as provided in the Master Deed, and as assessed in the manner herein provided.

If any Building Owner shall fail or refuse to make any such payment of assessments when

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due, such delinquent payment shall be subject to a late charge in an amount established by the Board, and such delinquent payment together with interest at the rate of Fifteen (15%) per cent per annum. Such delinquent payment, together with penalty and interest, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Building Owner in the Property.

The Association, or its successors and assigns, acting through the Board or its agents, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorney's fees to be fixed by the court. The Association, acting through its Board, shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Horizontal Property Act, the Master Deed, or these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 8. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records of its receipts and expenditures affecting the Common Elements, specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of fifteen (15) days written notice to the Association and upon payment of a reasonable fee, furnish to any Building Owner a statement of its account setting forth the amount of any unpaid assessment(s) or other charges due and owing from said Building Owner.

Section 9. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrances which 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 Building. When less than all the Building Owners are responsible for the existence of any such lien, the Building Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorney's fees, incurred by reason of such lien.

Section 10. Holding of Funds. All funds collected hereunder shall be held and expanded for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Building Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Building Owners in proportionate amounts.

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ARTICLE V

Use and Occupancy Restrictions

Section 1. General. In addition to those certain use and occupancy restrictions, as may be recited in the Master Deed, applicable zoning laws and the Act, no unlawful, noxious or offensive activities shall be carried on in any Building or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Each Building Owner shall maintain its Building in good condition and in good order and repair, at its own expense, and shall not do or allow anything to be done in its Building which may increase the cost or cause the cancellation of insurance on other Buildings or on the Common Elements. No Building Owner shall display or hang any articles outside of its Building, or which may be visible from the outside of its Building (other than interior blinds or shades of a customary nature and appearance, subject to the Rules and Regulations of the Association), or paint or decorate or adorn the outside of its Building, or install outside its Building any canopy or awning, or outside radio or television antenna, or C.B. radio transmitters, or other equipment, fixtures or items of any kind, written permission of the Managing Agent or the Association, acting in accordance with the Board's direction.

Section 2. Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time by Rules and Regulations of the Association.

Section 3. Use by Declarant. During the period of sale by Declarant of any of the Buildings, Declarant, and Declarant's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Property as may be required for the purposes of sale of Buildings. In addition, Declarant reserve the right to enter into, upon, over and under any Building for a period of one (1) year after the date of sale of the Building for such purposes as may be reasonably necessary for Declarant or their agents to service any Building. During the period of ownership of any Building by Declarant, the Declarant shall be allowed a seat on the Board of Directors and voting privileges as provided in Article II herein.

Section 4. Storage. Articles of personal property belonging to any Building Owner and/or any occupant thereof, shall not be stored or kept in the Common Elements, but shall be confined to the Buildings or storage areas within the Buildings.

Section 5. Rules and Regulations. Building Owners shall be subject to such further restrictions as may be contained in Rules and Regulations of the Association concerning the use

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of Buildings and the Common Elements which may be enacted from time to time by the Board. All such Rules and Regulations shall be binding Rules and Regulations of the Association unless rejected by all of the votes of Building Owners, and copies of such Rules and Regulations and any amendments or additions thereto shall be furnished to all Building Owners upon request.

ARTICLE VI

Contractual Powers

No contract or other transaction between this Association and one (1) or more of its Directors, or between the Association and any corporation, firm or association in which one (1) or more of the Directors of the Association are Directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because its or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or

(b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VII

Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy subject to Section 2 below.

Any proposed amendment in these By-Laws shall require written notice of the proposed amendment to be delivered to members of the Association in writing at least fifteen (15) days prior to any meeting at which the subject amendment will be considered.

Section 2. Prior to the conversion of the Class "B" member to a Class "A" member, the

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Class "B" member shall have the sole right to amend or modify these By-Laws; thereafter, these By-Laws may be amended or modified from time to time by action or approval of a majority of the Class "A" members. Such amendments shall be recorded in the Office of the Register's Office of Davidson County, Tennessee.

ARTICLE VIII
Indemnification

Section 1. General. To the extent permitted by law, the Association shall indemnify and hold harmless each of its Directors and officers, each member of any committee appointed pursuant to these By-Laws, against all contractual and other liabilities to others arising out of contracts made by, or other acts of such Directors, officers, or committee members on behalf of Building Owners, or arising out of their status as Directors, officers, or committee members, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or otherwise, in which any such Director, officer or committee member may be involved by virtue of such person's being or having been such Director, officer, or committee member, provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of its duties as such Director, officer, or committee member, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person's being adjudged liable for gross negligence or fraud in the performance of its duties as such Director, officer or committee member.

Section 2. Success on Merits. To the extent that a member of the Board, or an officer of the Association, or a member of any committee appointed pursuant to these By-Laws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonable incurred by him in connection therewith.

Section 3. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the persons or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by

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the Association as authorized in this Article VIII.

Section 4. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the liability of any Building Owner arising out of any contract made by or other acts of the Directors, officers, or members of such committees, or out of the aforesaid indemnity in favor of the Directors, officers, or members of such committees, shall be limited to such proportion of the total liability hereunder as said Building Owner's percentage of interest in the Common Elements bears to the total percentage interest of all Building Owners in the Common Elements. Every agreement made by the Directors, officers, or members of such committees, or by the Managing Agent on behalf of Building Owners shall provide that the Directors, officers, members of such committees, or the Managing Agent, as the case may be, are acting only as agents for Building Owners and shall have no personal liability thereunder (except as Building Owners), and that each Building Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as its percentage of interest in the Common Elements bears to the total percentage interest of all Building Owners in the Common Elements. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association, or disinterested members of the Board of otherwise, both as to action in its official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a member of the Board, officer of the Association, or a member of such committee, and shall inure to the benefit of their heirs, executors, administrators, successors, and assigns of such person or entity.

ARTICLE IX

Mortgages

Section 1. Notice to Board. A Building Owner who mortgages its Building shall notify the Board of the name and address of its mortgagee and shall file a conformed copy of the note and deed of trust or mortgage with the Board.

Section 2. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a mortgagee of a Building, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged Building.

Section 3. Notice of Default. The Board, when giving notice to a Building Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Building whose name and address has therefore been furnished to the Board.

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Section 4. Examination of Books. Each Building Owner and each mortgagee of a Building shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

ARTICLE X
Definition of Terms

The terms used in these By-Laws, to the extent they are defined therein, shall have the same meaning as set forth in the Master Deed for Plus Park Commercial Condominiums, of record in the Office of the Register of Deeds for Davidson County, Tennessee.

The term "member" as used in these By-Laws, means "Building Owner" as defined in the Master Deed.

ARTICLE XI
Conflicts

These By-Laws are set forth to comply with the requirements of Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time, and to allow the By-Laws to control in specific situations where such law allows. In the event any of the By-Laws conflict with the provisions of said statute or of the Master Deed, the provisions of said statute or of the Master Deed, as the case may be, shall control.

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I, the undersigned, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

PETER WEISS

DEE RAY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMMISSION EXPIRES MAY 02, 2022

State of Tennessee)
County of Davidson)

Personally appeared before me, the undersigned, a Notary Public for this county and state, PETER WEISS who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

My Commission Expires: 05/02/22

Notary Public