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DECLARATION OF LINDSEY'S CORNER CONDOMINIUM

Nashville, Davidson County, Tennessee

Declarant:

4110 CHARLOTTE INVESTORS, LLC,
a Tennessee limited liability company

DECLARATION OF
LINDSEY'S CORNER CONDOMINIUM

4110 CHARLOTTE INVESTORS, LLC, a Tennessee limited liability company ("Declarant"), owns the real property described on Exhibit A to this Declaration. By recording this Declaration, Declarant submits the Property described on Exhibit A to the provisions of the Tennessee Condominium Act of 2008, codified in Tennessee Code Annotated section 66-27-201 et seq., as amended (the "Act"), for the purpose of creating **LINDSEY'S CORNER CONDOMINIUM**, a condominium with two (2) Units consisting of (a) the retail building Unit shown as Unit 408 on the Plat and Plans ("Unit 408") and (b) the medical office building Unit shown as Unit 410 on the Plat and Plans ("Unit 410").

Declarant declares that the Property described on Exhibit A shall be held, transferred, sold, conveyed, leased, occupied, used, insured, hypothecated, and encumbered subject to the terms, covenants, conditions, restrictions, and easements of this Declaration, including Declarant's Representations and Reservations set forth on the attached Exhibit E, which run with the real property and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of Declarant and each Unit Owner.

ARTICLE 1
DEFINITIONS

Unless defined otherwise in this Declaration, words and phrases defined in the Act have the same meanings when used in this Declaration. The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1 "Affiliate" means any person who controls, is controlled by, or is under common control with Declarant. A person "controls" Declarant if the person (a) is a general partner, officer, director, manager or managing member, or employer of Declarant; (b) directly or indirectly or acting in concert with one (1) or more other persons, or through one (1) or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting interest in Declarant; or (c) controls in any manner the election of a Majority of the directors, managers, or managing members of Declarant. A person "is controlled by" Declarant if Declarant (a) is a general partner, officer, director, manager, managing member or employer of the person; (b) directly or indirectly or acting in concert with one (1) or more other persons, or through one (1) or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting interest in the person; or (c) controls in any manner the election of a Majority of the directors, managers, or managing members of the person. Control does not exist if the foregoing powers are held solely as security for an obligation and are not exercised.

1.2 "Area(s) of Common Responsibility" means any portion(s) of a Unit or Units that are designated from time to time by the Association to be maintained, repaired, and replaced by the Association, as a Common Expense, as if such designated portions were Common Elements.

1.3 "Assessment" means any charge levied against a Unit, Unit Owner, or Occupant by the Association pursuant to the Documents and the Act, including, but not limited to, Common Expense Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments, as defined in Article 5 of this Declaration.

1.4 "Association" shall mean and refer to **LINDSEY'S CORNER OWNERS' ASSOCIATION, INC.**, a Tennessee non-profit corporation, its successors and assigns, which Association shall administer the operation and management of the Property. The Unit Owners shall be members of the Association.

1.5 "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

1.6 "Bylaws" means the bylaws of the Association, a copy of which is attached hereto as Exhibit G, as may be amended from time to time.

1.7 "Common Elements" means and includes all of the Property described on Exhibit A and all improvements located thereon other than the Units. All Common Elements are "General Common Elements," except if such Common Elements have been allocated as "Limited Common Elements" by this Declaration for the exclusive use of one or more, but less than all, of the Units.

1.8 "Common Expenses" means the expenses arising out of the ownership of the Common Elements for which the Unit Owners are liable to the Association and shall include, but not be limited to, expenses of administration of the Property, expenses of insurance, expenses of operation, maintenance, repair, replacement, rehabilitation, restoration, renovation, and betterment of the Common Elements and any Areas of Common Responsibility, any valid charge against the Property as a whole, and expenses declared to be Common Expenses by the Documents, as the same may amended from time to time.

1.9 "Declarant Control Period" means that period of time beginning the date this Declaration is recorded, during which Declarant controls the operation and management of the Association pursuant hereto and to Exhibit E of this Declaration.

1.10 "Declaration" means this document, as it may be amended from time to time.

1.11 "Development Rights" means the rights reserved by Declarant under Exhibit E of this Declaration to create Units, Common Elements, and Limited Common Elements within the Property.

1.12 "Document(s)" means, singly or collectively, as the case may be, this Declaration, the Plat and Plans recorded pursuant to the Act, the Bylaws, the Association's Charter and Bylaws, and the Rules of the Association, as any of these may be amended from time to time, and all other instruments of record affecting the title to the Property. An exhibit, schedule, or certification accompanying a Document is part of that Document.

1.13 "Limited Common Elements", if any, means those portions of the Property, other than the Units, reserved for the exclusive use of one or more Unit Owners to the exclusion of other Unit Owners. Limited Common Elements are sometimes designated as "LCE," "Limited Common Elements," "Limited Common Element Areas," or "Limited Common Areas" on the Plat and Plans attached as Exhibit D hereto.

1.14 "Majority" means more than one-half (1/2).

1.15 "Member" means a member of the Association, each being a Unit Owner, unless the context indicates that member means a member of the Board or a member of a committee of the Association.

1.16 "Mortgagee" means a holder, insurer, or guarantor of a recorded deed of trust lien against a Unit securing a loan made for the purpose of constructing, purchasing, or improving a Unit.

1.17 "Occupant" means a person or persons in possession of a Unit, regardless of whether the person owns the Unit.

1.18 "Officer" means an officer of the Association.

1.19 "Plat and Plans" means the plat, plans, and/or survey of the Property submitted pursuant to the provisions of the Act, which Plat and Plans are attached hereto as Exhibit D, as may be amended from time to time.

1.20 "Property" means all of the land described on Exhibit A to this Declaration and all improvements, easements, rights, and appurtenances to the land.

1.21 "Regime" means the Property, Units, Common Elements, and Limited Common Elements that comprise the condominium regime established under this Declaration.

1.22 "Rules" means rules and regulations adopted by the Board in accordance with the Documents or the Act.

1.23 "Super Majority" means more than seventy-five percent (75%).

1.24 "Unit" means a physical portion of the Regime designated for separate ownership or occupancy, the boundaries for which are described in Article 3 and are shown on the Plat and Plans attached hereto as Exhibit D. Each Unit shall include both the portions of the building so described and the air space so encompassed, excepting the Common Elements. Each Unit shall have a direct exit to a Common Element or to a Limited Common Element or area leading to a public street or highway. In interpreting deeds, mortgages, deeds of trust, and other instruments, the existing physical boundaries of the Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries, regardless of settling, rising, or lateral movement of the building and regardless of variances between boundaries shown on the Plat and Plans and those of the building. The individual ownership of each Unit

shall further include the interior construction, attic (if any), partitions, appliances, fixtures, and improvements which are intended to exclusively serve such Unit space, such as interior room walls, floor coverings or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures, and other separate items or chattels belonging exclusively to such Unit, any of which may be removed, replaced, disposed of, or otherwise treated without affecting the use or enjoyment of any other Unit space or ownership. None of the land in this Regime on which any Unit space or porch space is located shall be separately owned, as all land in this Regime shall constitute part of the "Common Elements" of the Regime.

1.25 "Unit Owner" means a holder of recorded fee simple title to a Unit. Declarant is the initial Owner of all Units. Every Unit Owner is a member of the Association.

ARTICLE 2
NAME, LOCATION, AND DESCRIPTION

2.1 **Property Name.** The name of the condominium formed pursuant to this Declaration is **LINDSEY'S CORNER CONDOMINIUM.**

2.2 **Association Name and Type.** The name of the Association is Lindsey's Corner Owners' Association, Inc., a Tennessee non-profit corporation.

2.3 **Property Location.** The Property is located entirely in the City of Nashville, Davidson County, Tennessee. The current address of the Property is 4110 Charlotte Avenue, Nashville, Davidson County, Tennessee. Unit 408 will be assigned the address of 408 42nd Avenue North, Nashville, Davidson County, Tennessee. Unit 410 will be assigned the address of 410 42nd Avenue North, Nashville, Davidson County, Tennessee.

2.4 **Adjacent Land Use.** Declarant makes no representations of any kind as to current or future uses, actual or permitted, of any land that is adjacent to or near the Property.

2.5 **Property Description.** The Property is located on land described on Exhibit A to this Declaration.

2.6 **Subject To Documents.** The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, hypothecated, and encumbered subject to the terms, covenants, conditions, restrictions, and easements of this Declaration and of the other Documents, which run with the Property, bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each Unit Owner and Occupant.

2.7 **Merger.** Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by Unit Owners representing at least two-thirds (2/3) of the total allocated voting rights and recorded in the Register's Office for Davidson County, Tennessee. Upon merger or consolidation of the Association with another association, the Property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the

Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants and restrictions established upon any other Property under its jurisdiction. No merger or consolidation, however, shall affect a revocation, change, or addition to the covenants established by this Declaration within the Property.

ARTICLE 3
UNIT BOUNDARIES; LIMITED COMMON ELEMENTS; NUMBER OF UNITS; PARKING

3.1 **Unit Boundaries.** The boundaries and identifying number of each Unit are shown on the Plat and Plans attached as Exhibit D. Each Unit shall consist of the volumes or cubicles of space which lie between the lower, upper, and lateral or perimetrical boundaries described as follows:

3.1.1 **Upper and Lower Boundaries.** The upper and lower boundaries extended to their planar intersections with the perimetrical boundaries as follows:

(a) The upper boundary shall be the plane of the exterior surface of the highest roof.

(b) The lower boundary shall be the plane of the exterior or lowest surface of the foundation of the Unit.

3.1.2 **Perimetrical Boundaries.** The perimetrical boundaries shall be the vertical planes of the exterior surfaces of the building or structure containing the Unit.

3.1.3 **Materials Part of Unit.** Except as specifically set forth herein, all materials constituting any portion of the exterior surfaces of a Unit designated as a boundary of a Unit are part of the Unit.

3.1.4 **Other Items.** If any chute, flue, duct, wire, conduit, load bearing wall, column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, any portion thereof serving more than one Unit is a Limited Common Element allocated solely to such Units, and any portion thereof serving any portion of the Common Elements is part of the Common Elements.

3.1.5 **Additional Description of Unit.** Each Unit includes the spaces, interior partitions, and other fixtures and improvements, such as lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other materials constituting any part of the finished surfaces, within the above-described boundaries. Each Unit also includes the following improvements and equipment serving the Unit exclusively, whether located inside or outside the Unit, whether or not attached to or contiguous with the Unit: space heaters, furnaces, water heaters, air conditioners (and the concrete pad on which any exterior unit may sit), utility meters, fuse boxes, electrical switches, wiring, pipes, ducts, conduits, smoke detectors, security

systems, television antennae, lighting fixtures, telephone and electrical receptacles, and skylights.

3.1.6 **Inconsistency with Plans.** If this Section is inconsistent with the Plats and Plans, then this Section shall control.

3.1.7 **Size of Unit.** Exhibit C and Exhibit D contain the sizes of each Unit on the Property. These calculations shall be deemed final for all purposes and shall not be subject to challenge regardless of subsequent re-measurement or claim of error in calculation. It is expressly stipulated, and each and every purchaser of a Unit, his/her/its heirs, executors, administrators, successors, and assigns, hereby agree that the square footage, size, and dimensions of each Unit, as set out and shown in this Declaration, are approximate and are shown for descriptive purposes only, and that Declarant does not warrant, represent, or guarantee that any Unit actually contains the area, square footage, or dimensions as set forth in this Declaration. Each purchaser and Unit Owner of a Unit or any interest therein has had full opportunity and is under a duty to inspect and examine the Unit purchased by such Unit Owner prior to the purchase thereof and agrees that the Unit is purchased as is actually and physically existing. Each purchaser of a Unit hereby expressly waives any claim or demand that such purchaser may have against Declarant or other seller of such Unit on account of any difference, shortage, or discrepancy between the Unit as actually and physically existing and as it is shown on Exhibit D.

3.2 **Initial Designations of Limited Common Elements.** The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

3.2.1 **Shown on Plat and Plans.** Portions of the Common Elements may be allocated as Limited Common Elements on the Plat and Plans, attached hereto as Exhibit D, by use of "Limited Common Element," "Limited Common Element Area," or "LCE" and the identifying number of the Unit to which the Limited Common Element is appurtenant, or by use of a comparable method of designation.

3.2.2 **Appurtenant Areas.** Only to the extent they are not part of the Unit, the porches, patios (if any), and decks (if any) which are obviously intended for the sole and exclusive use of the Unit to which the area is appurtenant are deemed Limited Common Elements, whether or not the area is so designated on the Plat and Plans. If the boundaries of any porches, patio, or deck change with the Board's approval, the altered boundaries of the porch, patio, or deck are the boundaries of the Limited Common Element.

3.3 **Subsequent Allocation of Limited Common Elements.** A Common Element not allocated by this Declaration as a Limited Common Element may be so allocated only pursuant to the provisions of this Article. Declarant reserves the right, under Exhibit E of this Declaration, to create Limited Common Elements within the Property.

3.4 **Reallocation of Limited Common Elements.** A Limited Common Element may not be reallocated except by amendment. A reallocating amendment requires the approval of all Unit Owners and Mortgagees of Units whose interests are to be allocated or reallocated. The

parties executing the amendment shall provide an executed copy of the amendment to the Association, which shall record it, provided that the amendment complies with the provisions of this Declaration and the Act. The amendment must contain words of conveyance and must be recorded and indexed in the names of the parties and the Property. The amendment shall specify which Units are subject to the reallocation. The parties executing the amendment are responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorneys' fees in connection with review and recording of the amendment.

3.5 **Number of Units.** The Regime initially consists of two (2) Units. During the Development Period, Declarant, as permitted under Exhibit E, has reserved the right to create up to a total of two (2) Units. To add additional Units to the Regime, Declarant shall prepare, execute, and record an amendment to this Declaration and the Plat and Plans that shall (a) assign an identifying number to each new Unit; (b) reallocate the Common Interest Allocation among all Units then existing within the Regime; (c) describe any Limited Common Elements created or designated to each new Unit; and (d) with respect to new Units, include the information required by Tennessee Code Annotated section 66-27-309 and/or 66-27-310. No assurance is given as to the creation of new Units, total number of new Units, or size of new Units; provided, however, that in no event shall the allocated interest of any existing Unit be increased.

3.6 **Parking Areas.** The Common Element Parking Area identified on the Plat and Plans attached hereto as Exhibit D between Unit 408 and Unit 410 is a Common Element. The Unit 408 Parking Area identified on the Plat and Plans attached hereto as Exhibit D that runs beneath Unit 408 and the Unit 410 Parking Area identified on the Plat and Plans attached hereto as Exhibit D that runs beneath Unit 410 are Areas of Common Responsibility. For the Unit 408 Parking Area and the Unit 410 Parking Area, the top surface of the such respective parking area's floor is the lower horizontal boundary of such parking area, such that the surface on which automobiles and pedestrians traverse is an Area of Common Responsibility to be maintained, repaired, and replaced by the Association as a Common Expense. For the Unit 408 Parking Area and the Unit 410 Parking Area, all space and area below the subflooring of the floors of Unit 408 and Unit 410 directly above such parking areas is part of such parking area and shall be maintained, repaired, and replaced by the Association as a Common Expense. For the Unit 408 Parking Area and the Unit 410 Parking Area, the inside surface of all exterior walls of such parking areas is the vertical boundary of such parking areas and shall be maintained, repaired, and replaced by the Association as a Common Expense. The elevator shafts and corridors shown on the Plat and Plans as part of Unit 408 and Unit 410 are not part of the Unit 408 Parking Area or the Unit 410 Parking Area.

Each Unit Owner hereby grants, establishes, and reserves to the other Unit Owner and the Association a non-exclusive, perpetual easement in, on, over, through, and across the Unit 408 Parking Area and the Unit 410 Parking Area, respectively, for the purposes of vehicular and pedestrian ingress and egress and non-overnight parking in connection with the permitted uses of the Units, together with a non-exclusive, perpetual easement for all necessary maintenance, repair, or replacement of any part of such parking areas.

Except as set forth below, none of the parking spaces are specifically reserved for or allocated to any particular Unit. Notwithstanding the foregoing, the Association may designate

certain parking spaces for the exclusive use of the Unit Owner, Occupant, guests, and invitees of a certain Unit.

ARTICLE 4
ALLOCATED INTERESTS

4.1 **Allocation of Interests.** The table showing the identifying number and allocated interests of each Unit is attached as Exhibit C. The interests have been allocated in accordance with the formulas set out in this Article and in Exhibit C. The same formulas are to be used in reallocating interests if Units are subdivided, subtracted, or added to the Property. The date on which the amendment changing the number of Units is recorded in the Register's Office for Davidson County, Tennessee is the effective date for assigning allocated interests to those Units. The interests allocated to each Unit are calculated by the following formulas specified in Sections 4.2, 4.3 and 4.4 below.

4.2 **Common Element Interests.** The share of undivided interest in the Common Elements allocated to each Unit shall be fixed at the number shown on Exhibit C.

4.3 **Common Expense Liabilities.** The Common Expenses of the Property shall be shared by the Unit Owners in proportion to their interests in the Common Elements as set forth on Exhibit C.

4.4. **Votes.** Each Unit Owner shall have voting rights, expressed as a percentage, equal to such Unit Owner's undivided interest in the Common Elements as set forth on Exhibit C.

ARTICLE 5
COVENANT FOR ASSESSMENTS

5.1 **Purpose of Assessments.** The Association shall use Assessments for the general purpose of preserving and enhancing the Property and promoting the common benefit and enjoyment of Unit Owners and Occupants, including, but not limited to, maintenance of real and personal property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

5.2 **Personal Obligation.** A Unit Owner is obligated to pay Assessments levied by the Board against the Unit Owner or such Unit Owner's Unit. Payments are made to the Association at its principal office or at any other place or through such method as the Board directs. Payments must be made in full regardless of whether a Unit Owner has a dispute with the Association, an Occupant, another Unit Owner, or any other person or entity regarding any matter to which the Declaration pertains. No Unit Owner may be exempted from Assessment liability by waiver of the use or enjoyment of the Common Elements or by abandonment of such Unit Owner's Unit. A Unit Owner's obligation is not subject to offset by the Unit Owner. Payment of Assessments is both a continuing, affirmative covenant personal to the Unit Owner and a continuing, affirmative covenant running with the Unit.

5.3 **Types of Assessments.** There are four (4) types of Assessments: Common Expense Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments.

5.4 **Assessments.**

5.4.1. **Purpose of Common Expense Assessments.** "Common Expense Assessments" are assessments used for Common Expenses related to the recurring, periodic, and anticipated responsibilities of the Association, including, but not limited to:

(a) Maintenance, repair, and replacement, as necessary, of the Common Elements, and improvements, equipment, signage, and property owned by the Association.

(b) Maintenance, repair, and replacement, as necessary, of the Areas of Common Responsibility.

(c) Utilities billed to the Association.

(d) Services billed to the Association and serving all Units.

(e) Taxes on property owned by the Association.

(f) Management, legal, accounting, auditing, and professional fees for services to the Association.

(g) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.

(h) Insurance premiums and deductibles as and to the extent set forth in this Declaration.

(i) Contributions to any reserve funds.

(j) Any other expense which the Association is required by law or the Documents to pay, or which, in the opinion of the Board, is necessary or proper for maintenance of the Property, operation of the Association, or enforcement of the Documents.

5.4.2 **Annual Budget.** After a Common Expense Assessment, the Board must make such assessments, at least annually, based on a budget adopted at least annually by the Board. The budget shall take into account the estimated income and Common Expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board shall make the budget or its summary available to the Unit Owner of each Unit, although failure to receive a budget or summary does not affect a Unit Owner's liability for Assessments. The

Board shall provide copies of the detailed budget to Unit Owners who make written request and pay a reasonable copy charge.

5.4.3 **Basis of Common Expense Assessments.** Common Expense Assessments shall be based on the annual budget, minus estimated income from sources other than Common Expense Assessments. Each Unit shall be liable for its allocated proportionate share of the annual budget. If the Board does not approve an annual budget or fails to determine new Common Expense Assessments for any year, or delays in doing so, Unit Owners shall continue to pay the Common Expense Assessment as last determined.

5.4.4 **Supplemental Increases.** If during the course of a year the Board determines that Common Expense Assessments are insufficient to cover the estimated Common Expenses for the remainder of the year, the Board may increase Common Expense Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency.

5.5 **Special Assessments.** In addition to Common Expense Assessments, the Board may levy one or more special assessments ("Special Assessments") against all Units for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget or reserve funds.

5.6 **Individual Assessments.** In addition to Common Expense Assessments and Special Assessments, the Board may levy individual assessments ("Individual Assessments") against a Unit and its Unit Owner. Individual Assessments may include, but are not limited to, interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing a Unit Owner or the Unit into compliance with the Documents; fines for violations of the Documents; costs of insurance assessed in proportion to risk associated with a Unit; insurance deductibles related to losses attributable to the willful or negligent acts of a Unit Owner or its Occupants; proportionate costs of utilities serving the Units according to each Unit's usage; reimbursement for damage or waste caused by willful or negligent acts of a Unit Owner or Occupant; Common Expenses that benefit fewer than all of the Units, which may be assessed according to benefit received; and "pass through" expenses for services to Units provided through the Association and which are equitably paid by each Unit according to benefit received. Individual Assessments may also include any cost, tax, or governmental charge or levy, or any other additional expense to the Association due to a Unit's specific commercial use or nature. Common Expenses associated with the maintenance, repair, or replacement of a Limited Common Element may be assessed against any Unit to which that Limited Common Element is assigned, equally, or in any such other proportion as this Declaration provides. If such Common Expenses are reallocated as between Unit Owners, Common Expense Assessments and any installment therefore not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

5.7 **Deficiency Assessments.** In accordance with the terms and conditions of this Declaration and Article 15 hereof, the Board may levy deficiency assessments ("Deficiency Assessments") against all Units for the purpose of defraying, in whole or in part, the cost of repair or restoration of one or more Units if insurance proceeds or condemnation awards prove insufficient.

5.8 **Control for Assessment Increases.** At least thirty (30) days prior to the effective date of a Special Assessment or increase in Common Expense Assessments, the Board shall notify each Unit Owner of the amount of the budgetary basis for and the proposed effective date of the Special Assessment or increased Common Expense Assessment. The Special Assessment or increase in Common Expense Assessments shall automatically become effective unless Unit Owners representing at least a Majority of the voting rights in the Association disapprove the Special Assessment or increase in Common Expense Assessment by petition or at a meeting of the Association. In that event, the last-approved budget shall continue in effect until a revised budget is approved.

5.9 **Reserve Funds.** The Association shall establish, maintain, and accumulate reserves for operations and for replacement and repair. The Association shall budget for reserves and use its best efforts to fund reserves out of Common Expense Assessments.

5.9.1 **Operations Reserves.** The Association shall maintain operations reserves at a level sufficient to cover the cost of operational or maintenance emergencies or contingencies, including the full amount of deductibles on insurance policies maintained by the Association.

5.9.2 **Replacement and Repair Reserves.** The Association shall maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the Common Elements and Areas of Common Responsibility.

5.10 **Association's Right to Borrow Money.** The Association is granted the right to borrow money, subject to the consent of Unit Owners representing at least eighty percent (80%) of the voting rights in the Association and the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber any of its real or personal property and the right to assign its right to future income as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Unit Owners hereunder.

5.11 **Assessments to Pay a Judgment.** Assessments to pay any judgment against the Association pursuant to Tennessee Code Annotated section 66-27-416(a) may be made only against the Units in the Regime at the time the judgment was entered, in proportion to their Common Expense allocations.

ARTICLE 6
ASSESSMENT LIEN

6.1 **Assessment Lien.** Each Unit Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Pursuant to Tennessee Code Annotated section 66-27-415(d), recording of this Declaration constitutes record notice and perfection of the lien that the Association has on a Unit for any Assessment levied against that Unit or fines imposed against the Unit Owner from the time the Assessment or fine becomes due, which lien may be foreclosed, at the option of the Board, by judicial action.

6.2 **Superiority of Assessment Lien.** An Assessment lien is superior to all other liens and encumbrances on a Unit, except only for (a) liens for real estate taxes and other governmental assessments or charges against the Unit, and (b) a first mortgage or deed of trust on the Unit recorded before the date on which the delinquent Assessment became due. An Assessment lien is also prior to mortgages and deeds of trust described in subpart 6.2(b) above to the extent of the Common Expense Assessments based on the periodic budget adopted by the Association pursuant to Article 5 above and Tennessee Code Annotated section 66-27-414 which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien; provided, however, that such lien shall not have the priority provided for in the immediately preceding sentence over the mortgages and deeds of trust described in subpart 6.2(b) above in the event that the Unit Owner of the Unit or the holder of any first mortgage or deed of trust on such Unit has notified the Association in writing of the holder's name and address and the identity of the Unit upon which it holds a first mortgage or deed of trust and the Association has failed, within thirty (30) days of the date six (6) months of Common Expense Assessments due from such Unit became delinquent, to give written notice of such delinquency to the holder of the first mortgage or deed of trust at the address provided by such holder.

This subsection 6.2 shall not affect the priority of mechanics' or materialmen's liens. The lien under this subsection is not subject to the statutory or other right of redemption, homestead, or any other exemption.

6.3 **Effect of Mortgagee's Foreclosure.** A Mortgagee's foreclosure of its deed of trust lien extinguishes the Association's claim against the Unit for unpaid Assessments that became due before the sale (except for Assessments which became due prior to the recordation of such mortgage), but does not extinguish the Association's claim against the former Unit Owner. The purchaser at the Mortgagee's foreclosure sale is liable for Assessments coming due from and after the date of the sale. In addition, to the extent not collected from the former Unit Owner, the unpaid Assessments shall be deemed to be a Common Expense collectible from all of the Units including the Unit acquired by or from the Mortgagee.

6.4 **Notice and Release of Notice.** To evidence an Assessment lien, the Board may, but is not required to, cause a written notice of the lien to be recorded in the Register's Office for Davidson County, Tennessee. After the debt for which the notice was recorded has been cured, the Association may record a release of the notice or a "notice of payment" that any delinquent obligation has been paid or satisfied. The Association may require reimbursement of its costs of preparing and recording the notices before granting the release of notice of payment. However, upon written request, the Association shall furnish to a Unit Owner or to any Mortgagee, or their respective authorized agents, a written statement setting forth the amount of unpaid Assessments against the Unit. Such statement must be furnished within seven (7) days after receipt of the request and is binding on the Association.

6.5 **Foreclosure of Lien.** An Assessment lien may be enforced by judicial foreclosure or by deed-in-lieu of foreclosure. In any foreclosure, the Unit Owner is required to pay the Association's costs, fees, and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the Unit at foreclosure sale and to acquire, hold, lease,

mortgage, and convey the same. In the event that an Assessment lien is foreclosed in like manner as a deed of trust, the Association must give notice of such action to the Unit Owner and to all lienholders of record prior to the first publication of notice as required by Tennessee law and such notice must comply with Tennessee Code Annotated section 66-27-415.

6.6 **Deed-in-Lieu of Foreclosure.** The Association may accept a deed-in-lieu of foreclosure.

ARTICLE 7
EFFECT OF NONPAYMENT OF ASSESSMENTS

7.1 **Delinquency; Interest.** An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Board is responsible for taking action to collect delinquent Assessments. Neither the Board, nor the Association, however, is liable to a Unit Owner, Occupant, or other person for its failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association has under this Declaration or at law. Delinquent Assessments are subject to interest from the due date until paid, at a rate to be determined by the Board from time to time, not to exceed the maximum effective rate of interest as determined by the Department of Financial Institutions, as provided by Tennessee Code Annotated section 66-27-414(b). If the Board fails to establish a rate, the rate shall the maximum effective rate of interest as determined by the Department of Financial Institutions, as provided by Tennessee Code Annotated section 66-27-414(b). Interest is an Individual Assessment.

7.2 **Late Fees.** Delinquent Assessments are subject to reasonable late fees, at a rate to be determined by the Board from time to time. Late fees are an Individual Assessment.

7.3 **Collection Expenses.** A Unit Owner of a Unit against which Assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, including attorneys' fees and processing fees charged by any third-party manager. Collection costs are an Individual Assessment.

7.4 **Acceleration.** If a Unit Owner defaults in paying an Assessment that is payable in installments, the Board may accelerate the remaining installments on ten (10) days' written notice to the defaulting Unit Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

7.5 **Suspension of Use and Vote.** If a Unit Owner's account has been delinquent for at least thirty (30) days, the Board may suspend the right of such Unit Owner and Occupants of such Unit to use Common Elements and common services during the period of delinquency. Common services include master-metered or sub-metered utilities serving the Unit. The Board may not suspend a Unit Owner or Occupant's right of access to the Unit. The Board may suspend the right to vote appurtenant to the Unit. Suspension does not constitute a waiver or discharge of the Unit Owner's obligation to pay Assessments.

7.6 **Money Judgment.** The Association may file suit seeking a money judgment against a Unit Owner delinquent in the payment of Assessments without foreclosing or waiving the Association lien for Assessments.

7.7 **Notice to Mortgagee.** The Board may notify and communicate with any Mortgagee regarding the Unit Owner's default in payment of Assessments.

7.8 **Application of Payments.** The Board may refuse to accept partial payment (*i.e.*, less than the full amount due and payable). The Board may also refuse to accept payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Unit account. If the Association does not accept the payment at that time, it shall promptly refund the payment to the payer.

ARTICLE 8
MAINTENANCE AND REPAIR OBLIGATIONS

8.1 **Maintenance by Association.** The Association's maintenance obligations shall be discharged when and how the Board deems appropriate. The Association shall maintain, repair, and replace, as a Common Expense, the portions of the Property listed below, regardless of whether the portions are Units or Common Elements:

(a) All Common Elements, except for any Limited Common Elements allocated to a Unit, including, but not limited to, driveways, common parking areas, curb cuts and entrances, sidewalks, landscaping, mailboxes, outdoor trash containers, building identification signs, monument signage, handicap signage, and screening fences.

(b) Any exterior light fixtures served by the Association's electrical meter.

(c) All Areas of Common Responsibility, including, but not limited to, the Unit 408 Parking Area and the Unit 410 Parking Area.

8.2 **Areas of Common Responsibility.** The Association has the right, but not the duty, to designate additional Areas of Common Responsibility to be maintained, repaired, and replaced by the Association as a Common Expense. Additions, deletions, or changes in designation must be approved by Unit Owners representing at least a Majority of the voting rights in the Association and shall be published and distributed to the Unit Owner of each Unit and reflected in the Association's annual budget and reserve funds. Any designation applies to every Unit having the designated feature, unless Unit Owners representing a Majority of the voting rights in the Association decide otherwise. The cost of maintaining the Areas of Common Responsibility shall be added to the annual budget and assessed against all Units. The Association shall maintain at all times a dated list of the Areas of Common Responsibility for the distribution to Unit Owners and prospective purchasers. The initial designation of the Areas of Common Responsibility is attached hereto as Exhibit F.

8.3 **Unit Owner's Responsibility.** Every Unit Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

(a) To maintain, repair, and replace such Unit Owner's Unit (except any components designated as Areas of Common Responsibility), including, but not limited to, any Limited Common Elements assigned to such Unit. Any portion of the Unit which is visible from the exterior of the building shall be kept in a neat, clean, orderly, and attractive condition.

(b) To keep the Limited Common Elements appurtenant to such Unit Owner's Unit in a neat, clean, odorless, orderly, and attractive condition.

(c) To maintain, repair, and replace all portions of the Property for which such Unit Owner is responsible under this Declaration or by agreement with the Association, including, but not limited to, the exterior of the building containing and constituting each Unit and all components of the materials constituting the exterior surfaces and finishes of such buildings, roofs, exterior doors, and windows, all walls and load bearing columns which are part of the Unit, the fixtures and equipment inside the Unit, drains, sinks, plumbing, electrical wires and conduits, electrical panels, outlets, and HVAC systems or equipment within the Unit and serving the Unit, and all floor coverings within the Unit (exclusive of the parking surfaces within the Areas of Common Responsibility).

(d) To not do any work or to fail to do any work or allow any condition which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or hereditament thereto.

(e) To be responsible for such Unit Owner's own willful or negligent acts and those of such Unit Owner's or such Unit Owner's Occupant's guests, agents, employees, business invitees, licensees, or contractors when those acts necessitate maintenance, repair, or replacement to the Common Elements, the Limited Common Elements, or the property of another Unit Owner.

8.4 **Unit Owner's Default in Maintenance.** If the Board determines that a Unit Owner has failed to properly discharge such Unit Owner's obligations to maintain, repair, and replace items for which the Unit Owner is responsible, the Board may give the Unit Owner written notice of the Association's intent to provide the necessary maintenance at Unit Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Unit Owner fails or refuses to timely perform the maintenance, the Association may do so at the Unit Owner's expense, which is an Individual Assessment against the Unit Owner and such Unit Owner's Unit. In case of an emergency, however, the Board's responsibility to give the Unit Owner written notice may be waived, and the Board may take any action it deems necessary to protect persons or property, the cost of the action being the Unit Owner's expense.

ARTICLE 9
UTILITIES AND TAXES

9.1 **Unit Owner's Rights and Duties as to Utilities.** Each Unit Owner shall pay for such Unit Owner's own utilities that are separately metered and billed to each Unit by the respective utility companies or sub-metered and billed to each Unit by the Association. Any such utility expenses billed to each Unit by the Association shall be deemed to be Individual Assessments. Utility expenses which are not metered or sub-metered and separately billed shall be part of the Common Expenses, and each Unit Owner shall pay such Unit Owner's pro rata share thereof as in the case of other Common Expenses.

9.2 **Unit Owner's Rights and Duties as to Property Taxes.** Each Unit Owner shall pay the ad valorem property taxes and assessments related to such Unit Owner's Unit and Limited Common Elements, so long as the Association is able to obtain separate tax billings for each such Unit. If the Association is unable to obtain separate tax billings for each such Unit, then the Association shall pay such ad valorem taxes or assessments and the costs therefore shall be deemed to be Individual Assessments allocated among the Unit Owners within the portion of the Property being assessed. The Unit Owners and the Association agree to assist and cooperate with one another in the event that either the Association or a Unit Owner deems it appropriate to challenge the appraised tax value or tax rate as to any Unit or Limited Common Element. Each Unit Owner (except Declarant) shall provide the Board with a copy of the receipt noting all taxes for such Unit and Limited Common Elements have been paid, for the immediately preceding calendar year, by March 1 of each calendar year. Should any Unit Owner fail to pay the ad valorem property taxes on such Unit Owner's Unit or Limited Common Elements by March 1 of any calendar year, the Association shall have the right to pay such taxes and the cost thereof shall be deemed to be an Individual Assessment.

ARTICLE 10
PROPERTY EASEMENTS AND RIGHTS

10.1 **General.** In addition to other easements and rights established by the Documents, the Property is subject to the easements and rights contained in this Article.

10.2 **Recorded Easements, Encumbrances, and Restrictions.** The attached Exhibit B contains a description of and recording data for recorded easements, encumbrances, and restrictions affecting the Property or to which any portion of the Property is or may become subject by reservation in this Declaration.

10.3 **Unit Owner's Easement of Enjoyment.** Every Unit Owner is granted a right and easement of enjoyment over the Common Elements and to use of all improvements thereon, subject to other rights and easements contained in the Documents and any Rules promulgated by the Association. A Unit Owner may delegate this right of enjoyment to an Occupant of such Unit Owner's Unit.

10.4 **Unit Owner's Maintenance Easement.** Every Unit Owner is granted an easement over adjoining Units and Common Elements for the maintenance or reconstruction of such Unit Owner's Unit, subject to the consent of the Unit Owner of the adjoining Unit or the Association in the case of Common Elements, and provided the easement does not damage or materially interfere with the use of the adjoining Unit or Common Elements. Requests for entry

to an adjoining Unit or Common Element shall be made a reasonable time in advance and approval may not be unreasonably withheld or delayed. If a Unit Owner damages an adjoining Unit or Common Element in exercising this easement, the Unit Owner is obligated to restore the damaged property to its original condition, at such Unit Owner's expense, within a reasonable period of time.

10.5 **Unit Owner's Ingress/Egress Easement.** Every Unit Owner is granted a perpetual easement over the Property, as may be reasonably required but subject to the other provisions within this Declaration, for unrestricted ingress to and egress from such Unit Owner's Unit and the appurtenant Limited Common Elements.

10.6 **Unit Owner's Encroachment Easement.** Every Unit Owner is granted an easement for the existence and continuance of any encroachment by such Unit Owner's Unit on any adjoining Unit or Common Element now existing or which may come into existence, as a result of construction, repair, shifting, settlement, or movement of any portion of a building, or as a result of condemnation or eminent domain proceedings, so that the encroachment may remain undisturbed so long as the improvement stands.

10.7 **Association's Access Easement.** The Association is granted an easement of access and entry into every Unit and Common Element to perform maintenance, to enforce architectural and use restrictions, to respond to emergencies, and to perform any other duties required by the Documents. Except in the case of emergencies, such access shall be subject to prior reasonable notice.

10.8 **Utility Easement.** The Association may grant permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes necessary for the proper operation of the Property. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, that this easement may not be exercised without prior notice to the Board. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, digital or cable television, and security.

10.9 **Security.** The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each Unit Owner and Occupant acknowledges and agrees, for such Unit Owner and such Unit Owner's guests and invitees, that Declarant, the Association, and its directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each Unit Owner and Occupant acknowledges and accepts such Unit Owner's sole responsibility to provide security for such Unit Owner's own person and property and assumes all risks for loss or damage to same. Each Unit Owner and Occupant further acknowledges that Declarant, the Association, and its directors, officers, committees, agents, and employees have made no representations or warranties, nor has the Unit Owner or Occupant relied on any representation or warranties, nor has the Unit Owner or Occupant relied on any representation or warranty, express or implied, including any warranty of merchantability

or fitness for any particular purpose, relative to any fire, security, and/or intrusion systems, recommended or installed, or any security measures undertaken within the Property. Each Unit Owner and Occupant acknowledges and agrees that Declarant, the Association, and its directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

ARTICLE 11
ARCHITECTURAL COVENANTS AND CONTROL; OWNER SUBDIVISIONS

11.1 **Purpose.** Because the Units are part of a unified Regime, the Association has the right and responsibility to regulate the design, use, and appearance of the Units and Common Elements in order to preserve and enhance the Property's value and architectural harmony.

11.2 **Prohibition of Alteration and Improvement.** A person may not make any addition, alteration, or improvement to the Property or do anything that affects the appearance, use, or structural integrity of the Property, without the prior written consent of the Board. Prohibited acts include, but are not limited to, the following:

(a) installation of any exterior antenna, microwave or satellite dish, receiving or transmitting tower, ornamental iron or burglar bars, exterior lighting, storage shed/structure, free standing mailbox, trash can enclosure, exterior signage, patio cover or enclosure, chimney, skylight, or exterior holiday decorations.

(b) installation of equipment that may create a noise annoyance, such as noise-producing security devices and exterior pumps.

(c) installation of walls, screens, fences, or gates.

(d) installation of impermeable decking or other improvements that may interfere with established drainage patterns.

(e) installation of window treatments (*e.g.*, blinds, draperies, sheers, shutters, etc.) which are reasonably visible as a portion of the overall exterior appearance. The Association retains the right to require standard window treatments through the Property.

(f) installation of doors upon Units which open to a Common Area. The Association retains the right to require standard doors on any Unit which opens to a Common Area on the Property.

(g) any change to the exterior of any Unit that is visible from the street or any other Unit.

11.3 **Board Approval.** A Unit Owner may not start or maintain construction, alteration, addition, installation, modification, or reconstruction of any component of a Unit without the Board's prior approval. To request Board approval, a Unit Owner must make written application, including plans and specifications showing the nature, kind, shape, color, size,

materials, and locations of the work to be performed and the names and addresses of all contractors and subcontractors that shall be performing work on the Property. The Board shall retain the application, including plans and specifications, for the Association's files.

11.4 **Deemed Approval.** If a Unit Owner has not received the Board's written approval or denial within thirty (30) days after delivering such Unit Owner's application to the Board, the Unit Owner may presume that such Unit Owner's request has been approved by the Board. The Unit Owner may then proceed with the improvement, provided that such Unit Owner adheres to the plans and specifications which accompanied the application, uses the contractors and subcontractors listed therein (unless disapproved by the Board), and provided such Unit Owner commences and completes the improvement in a timely manner.

11.5 **Prior Approval.** Notwithstanding the foregoing, no permission or approval is required for work that strictly complies with guidelines, plans, specifications, or policies previously developed and approved for all Units by the Board and still in effect at the time work is initiated, but approval is required of the contractors and subcontractors performing the work. Written approval for specified improvements or alterations on certain Units or Limited Common Elements does not constitute approval for all Units and Limited Common Elements.

11.6 **No Approval Required.** No approval is required to rebuild a Unit in accordance with originally approved plans and specifications. No approval is required for a Unit Owner to remodel or repaint the interior of a Unit, provided that the work does not impair the structural integrity or mechanical systems or lessen the support of any portion of the Regime or violate any other provision of the Documents.

11.7 **Owner Subdivision.** A Unit Owner may subdivide such Unit Owner's Unit into two (2) or more Units subject to applicable law and pursuant to Tennessee Code Annotated section 66-27-313, subject to approval by the Association and all Mortgagees of such Unit and the payment by such Owner of all related expenses. Upon approval of the subdivision by the Association, the Association shall, at the requesting Unit Owner's cost, prepare, execute, and record an amendment to this Declaration, including the Plat and Plans, subdividing that Unit.

ARTICLE 12
LIMITATIONS ON ALIENATION AND USE

12.1 **Time-Shares.** A Unit may not be conveyed pursuant to a time-sharing arrangement.

12.2 **Leasing.** Subject to all of the provisions below, leasing or subleasing of the Units is permitted. After execution of any lease or sublease, the Unit Owner shall promptly submit a copy thereof to the Association, together with contact information for the tenant thereunder.

12.3 **Conditions of Lease.** Notwithstanding the prior subsection's permission to lease, (a) no Unit may be rented for a use inconsistent with this Article 12, (b) all leases and subleases must be in writing and must be made subject to the Documents, (c) a Unit Owner is responsible for providing such Unit Owner's tenant or subtenant with copies of the Documents and notifying

such Unit Owner of changes thereto, and (d) each tenant and subtenant is subject to and must comply with all provisions of the Documents, federal and state laws, and local ordinances.

12.4 **Length of Lease.** Notwithstanding anything in this Section to the contrary, leases shall not be subjected to any length of time restriction. Amendment to this provision shall require a Super Majority vote.

12.5 **Eviction of Tenants.** Every lease agreement on a Unit, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

12.5.1 **Violation Constitutes Default.** Failure by any tenant or any Occupant to comply with the Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When the Association notifies a Unit Owner of any such violation, the Unit Owner shall promptly obtain the tenant's or Occupant's compliance or exercise such Unit Owner's rights as a landlord for breach of the lease. If the such violation continues or is repeated, and if the Unit Owner is unable, unwilling, or unavailable to obtain the tenant's or Occupant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant, subject to terms of this Section.

12.5.2 **Association as Attorney-in-Fact.** Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Documents by the Association, each Unit Owner appoints the Association as such Unit Owner's attorney-in-fact, with full authority to act in such Unit Owner's place in all respects, solely for the purpose of enforcing the Documents against such Unit Owner's tenants, including, but not limited to, the authority to institute forcible detainer proceedings against the tenant on such Unit Owner's behalf, provided the Association gives the Unit Owner at least ten (10) days' notice, by certified mail, of its intent to so enforce the Documents.

12.5.3 **Association Not Liable for Damages.** The Unit Owner of a leased Unit is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against such Unit Owner's tenant. The Association is not liable to the Unit Owner for any damages, including lost rents, suffered by the Unit Owner in relation to the Association's enforcement of Documents against the Unit Owner's tenant.

12.6 **Mortgagees and Declarant Exempt.** A Mortgagee acquiring possession of or title to a Unit by exercise of its rights under a deed of trust is exempt from the effect of this Article. This exemption does not pass to the Mortgagee's successors and assigns. During the Declarant Control Period, Declarant is exempt from the effect of this Article.

12.7 **Use and Occupancy Restrictions.** Subject to the provisions of the Bylaws, no part of the Property shall be used for any purpose other than a commercial office or retail space or for other commercial purposes as permitted by municipal zoning laws. Each Unit shall be used for commercial office or retail space or for other commercial purposes as permitted by municipal zoning laws or for other such use permitted by this Declaration and for no other purpose. No Unit may be used as a residential dwelling.

The Common Elements shall be used only by the Unit Owners, the Occupants, and their agents, tenants, and invitees for access, ingress to, and egress from the respective Units and for such other purposes incident to the use of the Units; provided, however, any areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner or Occupant and shall be subject to any lease, concession, or easement, presently existing or entered into by the Board in the future, affecting any or all part of said Common Elements.

12.8 **Animal Restrictions**. No animals of any kind may be kept, maintained, raised, or bred anywhere on the Property.

12.9 **Sign Restrictions**. All signage must be approved in writing in advance by the Association.

12.10 **Vehicle Restrictions**. All vehicles on the Property, whether owned or operated by the Unit Owners, the Occupants, or their respective agents, tenants, invitees, licensees, contractors, or guests, are subject to the following restrictions:

12.10.1 **Types**. No large, commercial-type vehicle, mobile home, motor home, bus, trailer, boat, oversized truck, aircraft, inoperable vehicle, or other similar vehicle or any vehicular equipment, mobile or otherwise, may be kept, parked, or stored anywhere on the Property, except that routine deliveries may be made to the Property in compliance with any Rules promulgated by the Association.

12.10.2 **Repairs**. Repairs or restorations of vehicles are prohibited anywhere on the Property.

12.10.3 **Obstruction**. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard.

12.10.4 **Removal**. The Association may effect the removal of any vehicle in violation of this subsection 12.10 or Rules regulating vehicles.

12.11 **Landscaping Restrictions**. No person may perform landscaping, planting, or gardening upon the Common Elements of the Property without the Association's prior written authorization.

12.12 **Drainage Restrictions**. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Board.

12.13 **Structural Integrity**. No person may directly or indirectly impair the structural soundness or integrity of a Building or another Unit, nor do any work that shall impair an easement. No person shall place unusually large loads on any floor and shall observe any weight limits promulgated by the Board.

12.14 **Specific Uses.** Except for ingress and egress, the yards, sidewalks, roads, and driveways on the Property may not be used for any purpose that has not been authorized in writing by the Board.

12.15 **Association's Right to Promulgate Rules.** The Association, acting through its Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules and penalties for infractions thereof regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. In addition to the restrictions contained in this Article, each Unit is owned and occupied subject to the right of the Board to establish Rules and penalties for infractions thereof governing:

(a) The types, sizes, numbers, conditions, uses, and locations of motorized vehicles on the Property.

(b) The use of private streets and driveways within the Property, including any speed limits and parking restrictions.

(c) The disposal of trash, including types and locations of containers.

(d) Hazardous, illegal, or annoying materials or activities in and upon the Property.

(e) The use and maintenance of a private security system for the Property.

(f) The occupancy and leasing of Units, including, without limitation, the maximum number of persons that may occupy a Unit on a regular basis.

(g) The wasteful consumption of utilities billed to the Association.

(h) The use, maintenance, and appearance of windows and other architectural features or surfaces visible from the street or other Units.

(i) The use of an elevator for any purpose other than the movement of people or routine deliveries.

(j) Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life or operations for Unit Owners or Occupants.

Without limitation upon the foregoing, any use of the Common Elements other than for parking and access shall be subject to prior Board approval upon such terms and conditions as the Board shall determine.

12.16 **Occupancy of Units.** An Occupant may not occupy a Unit if the Person constitutes a direct threat to the health or safety of other Persons or if the Person's occupancy would result in substantial physical damage to the property of others.

12.17 **Annoyance.** No Unit or Limited Common Element may be used in any way that (a) may reasonably be considered annoying to neighbors; (b) may be calculated to reduce the desirability of the Property; (c) may endanger the health or safety of Unit Owners or Occupants; (d) may result in the cancellation or increase in cost of insurance on the buildings; or (e) shall violate any law. The Board has the sole authority to determine what constitutes an annoyance, including, without limitation, annoyances resulting from noises or odors.

12.18 **Prohibited Uses.** Without limiting the foregoing, no part of the Units may be used for any of the following purposes: (a) a facility that hosts adult entertainment or pornographic performances; (b) a funeral home or store selling caskets; (c) a mortuary; (d) a warehouse operation; (e) a manufacturing, landscaping, or garden supply operation; (f) an industrial operation; (g) a processing or rendering plant; (h) a lumber yard; (i) a central laundry, dry cleaning plant, or laundromat; (j) any service station, car wash, or automotive repair facility; (k) a veterinary office, animal hospital, or animal raising or boarding facility; (l) a betting or other gaming establishment, facility, or operation; (m) a church, temple, mosque, or other house of worship; (n) an employment office, day labor service, or any other enterprise or organization that offers laborers for hire; or (o) a payday loan company or similar check cashing company.

ARTICLE 13
MORTGAGEE PROTECTION

13.1 **Introduction.** This Article is supplemental to and not a substitution for any other provision of the Documents. In case of conflict, this Article controls. Some Sections of this Article apply to "Mortgagees," as defined in Article 1. Other Sections apply to "Eligible Mortgagees," as defined below.

13.2 **Known Mortgagees.** A Unit Owner who mortgages such Unit Owner's Unit shall notify the Association, giving the complete name and address of the Mortgagee and the loan number. The Association's obligations to Mortgagees under the Documents extend only to those Mortgagees known to the Association. All actions and approvals required by Mortgagees shall be conclusively satisfied by the Mortgagees known to the Association, without regard to other holders of Mortgages on Units. The Association may rely on the information provided by Unit Owners and Mortgagees.

13.3 **Eligible Mortgagees.** "Eligible Mortgagee" means the holder, insurer, or guarantor of a first-priority mortgage or deed of trust lien recorded against a Unit who has submitted to the Association a written notice containing its name and address, the loan number, and the identifying number and street address of the mortgaged Unit. A single notice per Unit shall be valid so long as the Eligible Mortgagee holds a mortgage on the Unit. The Board shall maintain this information. The Association shall treat the notice as the Eligible Mortgagee's request to be notified of any proposed action requiring the consent of Eligible Mortgagees. A provision of the Documents requiring the approval of a specified percentage of Eligible Mortgagees shall be based on the number of Units subject to mortgages held by Eligible Mortgagees. For example, "eighty percent (80%) of Eligible Mortgagees" means Eligible Mortgagees of eighty percent (80%) of the Units that are subject to mortgages held by Eligible Mortgagees.

13.4 **Notice of Actions.** The Association shall use its best efforts to send timely written notice to Eligible Mortgagees of the following actions:

(a) Any condemnation or casualty loss that affects a material portion of the Property or mortgaged Unit.

(b) Any sixty (60)-day or more delinquency in the payment of any Assessments or charges owed by the Unit Owner of the mortgaged Unit.

(c) A lapse, cancellation, or material modification of any insurance policy maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.

(e) Any proposed termination of the condominium status of the Property.

(f) Any proposed amendment of a material nature defined in Section 13.5 below.

13.5 **Amendments of a Material Nature.** An amendment of a material nature must be approved by at least fifty-one percent (51%) of Eligible Mortgagees. This approval requirement does not apply to amendments effected by the exercise of a Development Right. A change to any of the provisions governing the following would be considered material:

(a) Changes in responsibility for maintenance and repairs that affects the Property as a whole.

(b) Reallocation of interests in the General or Limited Common Elements, or rights to their use, except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding mortgages against those Units are required to approve such action.

(c) Redefinitions of boundaries of Units, except that when boundaries of only adjoining Units are involved or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding mortgages against the Unit or Units need approve such action.

(d) Convertibility of Units into Common Elements or Common Elements into Units.

(e) Expansion or contraction of the Property, or the addition, annexation, or withdrawal of Property to or from the Property.

(f) Changes to hazard or fidelity insurance requirements.

(g) Imposition of any significantly material restrictions on the leasing of Units.

(h) Imposition of any significantly material restrictions on Unit Owners' right to sell or transfer their Units.

(i) A decision by the Association to establish self-management when professional management had been required previously by the Documents or an Eligible Mortgagee.

(j) Restoration or repair of the Property, in a manner other than that specified in the Documents, after hazard damage or partial condemnation.

(k) Any provision that expressly benefits or directly affects mortgage holders, insurers, or guarantors.

Notwithstanding the foregoing, nothing in this Section 13.5 shall be interpreted to deny or delegate control over the general administrative affairs of the Association by the Unit Owners or the Board or to prevent the Association from commencing, intervening in, or settling any litigation or proceeding, or receiving and distributing any insurance proceeds, except pursuant to Tennessee Code Annotated section 66-27-413, without obtaining approval from the Eligible Mortgagees.

13.6 **Termination**. Except in the case of a taking of all Units by eminent domain pursuant to Tennessee Code Annotated section 66-27-207, the Regime may be terminated only by agreement of Unit Owners of Units to which at least eighty percent (80%) of the voting rights in the Association are allocated, and eighty percent (80%) of those Eligible Mortgagees.

13.7 **Implied Approval.** The approval of an Eligible Mortgagee is implied when the Eligible Mortgagee fails to respond within thirty (30) days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested, to the last address of that Eligible Mortgagee on file with the Association or, if none, as specified in the Eligible Mortgagee's mortgage line of record.

13.8 **Financial Statements.** If a Mortgagee submits a written request and a self-addressed stamped envelope, the Association shall give the Mortgagee a financial statement for the preceding fiscal year within one hundred and twenty (120) days after the Association's fiscal year-end. A Mortgagee may have an audited statement prepared at its own expense.

13.9 **Attendance at Meetings**. A representative of an Eligible Mortgagee may attend and address any meeting which a Unit Owner may attend.

13.10 **Insurance Policies**. The Association shall use its best efforts to send timely written notice to Eligible Mortgagees of a lapse, cancellation, or material modification of any insurance policy maintained by the Association.

ARTICLE 14
AMENDMENTS

14.1 **Consents Required.** As permitted by the Act or by this Declaration, certain amendments of this Declaration, including, but not limited to, amendments executed pursuant to the terms of Declarant's Representations and Reservations set forth on Exhibit E, may be executed by Declarant alone, or by certain Unit Owners alone, or by the Board alone. Otherwise, amendments to this Declaration must be approved by Unit Owners representing at least sixty-seven percent (67%) of the voting rights in the Association. Except to the extent expressly permitted or required by other provisions of the Act, no amendment may increase the Special Declarant Rights without the consent of sixty-seven percent (67%) of the voting rights in the Association.

14.2 **Method of Amendment.** This Declaration may be amended by any method selected by the Board from time to time, pursuant to the Bylaws, provided the method gives a Unit Owner the substance if not exact wording of the proposed amendment, a description in layman's terms of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment. For amendments requiring the consent of Eligible Mortgagees, the Association shall send each Eligible Mortgagee a detailed description, if not exact wording, of any proposed amendment.

14.3 **Effective.** To be effective, an amendment must be in the form of a written instrument (a) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto, (b) signed and acknowledged by either the President or another duly authorized officer of the Association, certifying the requisite approval of Unit Owners and, if required, Eligible Mortgagees, and (c) recorded in the Register's Office for Davidson County, Tennessee.

14.4 **Declarant Provisions.** No amendment may affect Declarant's rights under this Declaration or the Act without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. Although Declarant certifies that, to Declarant's knowledge, Exhibit D contains all the information required by the Act, Declarant nonetheless reserves the right to amend Exhibit D, in whole or in part, to correct any technical errors or deficiencies. The automatic expiration and subsequent deletion of Exhibit E does not constitute an amendment of this Declaration.

ARTICLE 15
INSURANCE

15.1 **Insurance Obtained by Unit Owners and Occupants.** The Unit Owner of each Unit or the Occupant thereof may, at such Unit Owner or Occupant's expense, obtain property insurance coverage for loss of or damage to any furniture, personal effects, furnishings, improvements, or additions to the Unit made by such Unit Owner or Occupant after the initial transfer of the Unit, and other property of such Unit Owner or Occupant and may, at such Unit Owner or Occupant's expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such Unit or upon the Common Elements or such Unit's Limited Common Elements. Risk of loss of or damage to any furniture, personal property, or furnishings belonging to a Unit Owner or Occupant or which may be stored in any Unit or on the Common Elements or in/on any Limited Common Element shall be borne by the Unit Owner

or Occupant. All furniture, personal property, and furnishings constituting a part of the Common Elements and held for the joint use and benefit of all Unit Owners shall be covered by such property insurance as shall be maintained in force and effect by the Association as hereinafter provided. All insurance obtained by the Unit Owners shall, to the fullest extent available, provide that the insurer waives its right of subrogation as to any claims against other Unit Owners, the Association, or Declarant, and their respective lessees, Occupants, agents, invitees, and employees. Any Unit Owner or Occupant who obtains an individual insurance policy covering any portion of the Property other than personal property belonging to such Unit Owner or Occupant shall be required to file a copy of such individual policy with the Association within thirty (30) days after the purchase of such insurance. In the event such property insurance maintained by a Unit Owner or Occupant causes a decrease in the amount of the insurance coverage maintained or able to be maintained by the Association for the benefit of all Unit Owners for a casualty loss to the Property by reason of proration or otherwise, the Unit Owner so maintaining such insurance shall be deemed to have assigned to the Association the proceeds collected on such policy for loss or damage to the Property and such proceeds shall be paid directly to the Association by the insurer. Any such insurance proceeds shall be applied and distributed by the Association in accordance with this Article 15 and this Declaration.

15.2 **Insurance Obtained by the Association.** The Association shall obtain and maintain the following insurance coverage:

(a) The Association shall obtain and maintain at all times a "Causes of Loss – Special Form Policy" or its equivalent, including insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to other condominium projects similar in design, construction, and use as the Property, and, if the Property is located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards, the Association shall, to the extent obtainable, also insure the insurable property that is part of the Property against the perils of flood under the National Flood Insurance Act of 1968 and acts amendatory thereto. The amount of insurance coverage shall be determined on a replacement cost basis in an amount not less than eighty percent (80%) of the then current estimated replacement cost of the improvements on the Property, including the Common Elements, the Limited Common Elements, and the Units as initially constructed by Declarant and prior to the making of any improvements or buildouts by the Unit Owners or Occupants (but excluding land, foundations, excavations, and other items usually excluded from such insurance coverage). Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as trustee for the Unit Owners and their Mortgagees, as their interests may appear. Periodically, prior to the renewal of any such policy or policies of insurance, the Association may obtain an opinion or an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the Common Elements, the Limited Common Elements, and the Units for the amount of insurance to be obtained pursuant hereto. The cost of any such opinion or appraisal shall be a Common Expense. All such policies of insurance shall comply with Section 15.3 hereof and shall contain standard mortgagee clause endorsements in favor of the Mortgagee(s) of each Unit, if any, and provide that the insurance shall not be invalidated by any act or neglect of any Unit Owner.

(b) The Association shall obtain and maintain at all times a commercial general liability policy or policies or their equivalent in such amount (but not less than $2,000,000.00) and in such form as shall be deemed appropriate by the Board of Directors of the Association. Such policy shall provide coverage for bodily injury and property damage resulting from the operation, maintenance, and/or use of the Common Elements and Limited Common Elements and for legal liability resulting from employment contracts to which the Association is a party.

(c) The Association shall obtain and maintain at all times a policy or policies of workmen's compensation insurance to meet the requirements of the State of Tennessee.

(d) The Association shall obtain and maintain at all times fidelity bonds for any person who either handles or is responsible for funds held or administered by the Association naming the Association as obligee. The amount of the fidelity bond or bonds shall cover the maximum funds that will be in the custody of the Association, but not less than the sum of three (3) months' Assessments on all Units.

(e) The Association shall obtain and maintain directors' and officers' liability coverage insuring the directors and officers of the Association.

(f) The Association may obtain and maintain any other insurance coverage as the Board of Directors of the Association may determine from time to time to be in the best interest of the Association and the Unit Owners.

15.3 **Governing Provisions.** All insurance obtained and maintained by the Association shall be governed by the following provisions:

(a) All policies shall be written by a company licensed to do business in the State of Tennessee and, to the extent practical and available, holding a financial rating of Class IX or better and a general policyholders rating of "A" or better by Best's Insurance Reports or other comparable rating.

(b) Exclusive authority to adjust all claims under the policies hereafter in force shall be vested in the Association. The Association shall seek approval of Unit Owners and their Mortgagees to any adjustment applicable to their Unit. If the loss relates to only one Unit, the approval of the Unit Owner and its Mortgagee shall be required before the Association settles the insurance claim unless the failure to settle such claim adversely affects the other Unit Owner as determined by the Association.

(c) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with the insurance purchased by the Unit Owners or their Mortgagees.

(d) All insurance obtained and maintained by the Association must provide that:

(i) Each Unit Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association;

(ii) The insurer waives its right to subrogation under the policy against any Unit Owner or Occupant, unless it can be shown that the act with intent to cause the loss of the Unit Owner or Occupant was the cause of the loss;

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

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

(v) The insurer may not cancel or refuse to renew such insurance policy until after notice of such cancellation or refusal to renew has been mailed to the Association and to each and any additional insured under the policy at their last known addresses, in accordance with the provisions of the "Cancellation of Commercial Risk Insurance Act," codified at Tennessee Code Annotated section 56-7-1801 *et seq.*, or, if the policy is a policy of "personal risk insurance" as defined in Tennessee Code Annotated section 56-5-302, then in accordance with the provisions of law governing such insurance. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give at least thirty (30) days prior written notice to the Board before the policy may be materially modified by either the insurer or the insured.

15.4 **Premiums and Deductibles.** Premiums for insurance policies purchased by the Association shall be paid by the Association, and the cost of all hazard insurance shall be allocated to the Units according to the respective cost of obtaining hazard insurance covering each Unit, as determined by the Association. The cost of any other insurance shall be allocated to the Units on the basis of the respective cost of such insurance to the extent such allocation may be determined by the Association. All other insurance costs shall be Common Expenses, except that the amount of any increase over the usual premium caused by the use, misuse, occupancy, or abandonment of a Unit shall be assessed against that Unit Owner. Any deductible incurred by reason of a loss or claim under any insurance policy shall be paid by the Unit Owner of the Unit affected by the loss or, if the loss affects more than one Unit, such deductible shall be allocated between such Unit Owners in proportion to the cost of their respective losses, as determined by the Association. All other deductibles shall be paid by the Association, unless such loss or claim was caused by any Unit Owner or any Occupant or resulted from the use, misuse, occupancy, negligence, or abandonment of a Unit as determined by the Association. In such event, the Unit Owner from whose Unit the cause originated shall be responsible for the deductible under the Association's insurance policy.

15.5 **Association as Trustee.** Each Unit Owner irrevocably appoints the Association, acting through its Board, as trustee to negotiate, receive, administer, and distribute the proceeds

of any claim against an insurance policy maintained by the Association.

15.6 **Loss to Common Elements Only.** In the event of the loss of or damage to only the Common Elements by reason of fire or other casualties, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association to cover such loss or damage shall be applied to the repair, replacement, and/or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement, and/or reconstruction of such loss or damage to the Common Elements, such excess insurance proceeds shall be paid to the Unit Owners, as their interests may appear, in the proportion that their undivided interest in the Common Elements bears to the total undivided interests in the Common Elements of all Unit Owners. If there is no insurance coverage for loss or damage to the Common Elements, or if it appears that the insurance proceeds covering such loss or damage are not sufficient to pay for the repair, replacement, and/or reconstruction thereof, the Association may levy and collect an Assessment from the Unit Owners in an amount necessary to provide the funds necessary for such repair, replacement, and/or reconstruction, which Assessment shall be allocated in proportion to each Unit Owner's undivided interest in the Common Elements.

15.7 **Loss to Common Elements and/or Limited Common Elements and/or Units.** In the event of the loss of or damage to the Common Elements and/or Limited Common Elements and/or any Unit by reason of fire or other casualty, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association to cover such loss or damage shall first be applied to the repair, replacement, and/or reconstruction of the Common Elements, then to the repair, replacement, and/or reconstruction of the Limited Common Elements, and then to the repair, replacement, and/or reconstruction of any Unit. If the insurance proceeds are in excess of the cost of the repair, replacement, and/or reconstruction of such loss or damage, such excess insurance proceeds shall be paid to the Unit Owners, as their interests may appear, in the proportion that their undivided interest in the Common Elements bears to the total undivided interests in the Common Elements of all Unit Owners. If there is no insurance coverage for such loss, or damage, or if it appears that the insurance proceeds are not sufficient to pay for the repair, replacement, and/or reconstruction of the loss or damage, then the Board of Directors of the Association shall, based on detailed and reliable estimates obtained from competent and qualified parties, determine and allocate the cost of repair, replacement, and/or reconstruction among the Common Elements, the Limited Common Elements, and the Units sustaining any loss or damage. If the insurance proceeds are sufficient to pay for the repair, replacement, and/or reconstruction of the Common Elements, but not the Limited Common Elements or the Units, then the Association shall levy and collect an Assessment from the respective Unit Owners whose Units or Limited Common Elements are damaged to pay for the repair, replacement, and/or reconstruction of such Units or Limited Common Elements. Said Assessment shall be apportioned among the Unit Owners in such manner that the Assessment levied against a Unit Owner shall bear the same proportion to the total Assessment against all Unit Owners sustaining loss or damage as the cost of the repair, replacement, and/or reconstruction of such Unit Owner's Unit and/or Limited Common Elements bears to the cost of the repair, replacement, and/or reconstruction of all Units and all Limited Common Elements damaged. If there are insufficient insurance proceeds to pay for the repair, replacement, and/or reconstruction of the Common Elements, then an Assessment shall be levied and collected from the Unit Owners in the manner set forth in Section 15.6 above for repair, replacement, and/or reconstruction of the Common

Elements, and then an additional Assessment shall be levied and collected from the applicable Unit Owners as set forth in the foregoing two (2) sentences.

Section 15.8 **Estimates of Repair; Payment of Assessments.** In the event of loss or damage to the Property, the Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost of restoring the damaged property to a condition as good as that which existed before such loss or damage. The estimate of repair shall be based on the Plat and Plans attached hereto as Exhibit D or such plans and specifications as may be approved by the Board of Directors of the Association and not less than a seventy-five percent (75%) vote of the Unit Owners, including the Unit Owner(s) of the damaged Unit(s). The Association is hereby appointed attorney-in-fact, which power and appointment is coupled with an interest, for the Unit Owners to represent the Unit Owners in any proceeding, negotiation, settlement, or agreement arising from any loss or damage to the Property. Whenever an Assessment is required pursuant to this Article 15 to pay for any loss or damage to the Property, such amount to be paid shall be paid within thirty (30) days from the date on which the Association any applicable insurance proceeds or, if no insurance proceeds are to be received, within thirty (30) days from the applicable Unit Owner's receipt of notice of the Assessment.

ARTICLE 16
RECONSTRUCTION OR REPAIR AFTER LOSS

16.1 **Subject to Act.** Subject to Article 18 regarding termination, the Association's response to damage or destruction of the Property shall be governed by section 66-27-413 of the Act. The following provisions apply to the extent the Act is silent or there is any inconsistency with the Act.

16.2 **Conflict with Article 15.** To the extent there is any conflict between Article 15 and section 66-27-413 of the Act, the Act shall control.

ARTICLE 17
CONDEMNATION

17.1 **Association as Trustee.** Each Unit Owner hereby irrevocably appoints the Association, acting through its Board, as trustee to deal with the Property in the event of condemnation of the Property. As trustee, the Association shall have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act, including, without limitation, the right to receive, administer, and distribute awards to effect the sale of the Property as permitted by this Declaration or the Act; and to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of a Unit Owner.

17.2 **Condemnation.** The Association's response to condemnation of any part of the Property shall be governed by the Act. On behalf of the Unit Owners, but without their consent, the Board may execute an amendment of this Declaration to reallocate allocated interests following condemnation and to describe the altered parameters of the Property. If the Association replaces or restores Common Elements taken by condemnation by obtaining other

land or constructing additional improvements, the Board may, to the extent permitted by law, execute an amendment without the prior consent of the Unit Owners to describe the altered parameters of the Property and any corresponding change of facilities or improvements.

ARTICLE 18
TERMINATION

18.1 **Termination.** Termination of the terms of this Declaration and the condominium status of the Property shall be governed by section 66-27-318 of the Act, subject to the following provisions:

18.1.1 **Substantial Taking.** In the event of a substantially total taking, destruction, or condemnation of the Property, an amendment to terminate must be approved by Unit Owners representing at least sixty-seven percent (67%) of the voting rights in the Association.

18.1.2 **Total Taking.** In the event of condemnation of the entire Property, an amendment to terminate may be executed by the Board without a vote of Unit Owners.

18.1.3 **Other Circumstances.** In all other circumstances, an amendment to terminate must be approved by Unit Owners representing at least eighty percent (80%) of the voting rights in the Association, and eighty percent (80%) of those Eligible Mortgagees.

ARTICLE 19
ASSOCIATION OPERATIONS

19.1 **Association Powers.** Subject to the rights of Declarant contained herein, the Property shall be managed and supervised by the Association. Unless otherwise specifically provided in this Declaration, the Association shall possess all of the powers provided in section 66-27-402 of the Act.

19.2 **Membership.** Any person, upon becoming a Unit Owner, shall automatically be a Member of the Association, and shall remain a Member thereof in accordance with the Articles and the Bylaws until such time as such Unit Owner's ownership of said Unit ceases for any reason, at which time such Unit Owner's membership in the Association shall automatically cease.

19.3 **Transferred Membership.** Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Unit Owner. Any attempt to make a prohibited transfer is void. In the event any Unit Owner should fail or refuse to transfer the membership registered in such Unit Owner's name to the purchaser of such Unit Owner's Unit, the Association shall have the right to record the transfer upon its books.

19.4 **Voting Rights.** Each Unit Owner shall have the voting rights expressed as a percentage and shown on Exhibit C, as may be hereafter be amended.

19.5 **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors which has been established and which shall conduct regular and special meetings according to the provisions of the Bylaws.

19.6 **Indemnification.** The Association shall indemnify each and every officer, director, and committee member (for purposes of this Section, each an "Indemnified Party" and, collectively, the "Indemnified Parties") against expenses, including attorney's fees, reasonably incurred by or imposed on the Indemnified Party in connection with an action, suit, or proceeding to which the Indemnified Party is a party by reason of being or having been an Indemnified Party. The Indemnified Parties shall not liable for any mistake of judgment, negligent or otherwise, so long as such Indemnified Party acted in good faith. An Indemnified Party is liable for willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Indemnified Parties may be entitled. As a Common Expense, the Association shall maintain adequate general liability and directors' and officers' liability insurance to fund this obligation as set forth herein.

19.7 **Association's Right to Enforce Documents.** The remedies provided in this Section for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by law, the Association has the following right to enforce the Documents:

19.7.1 **Nuisance.** The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

19.7.2 **Fine.** The Association may levy reasonable charges, as an Individual Assessment, against a Unit Owner and such Unit Owner's Unit if the Unit Owner or Occupant or the Unit Owner or Occupant's guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied against a Unit Owner or Occupant for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the Unit Owner's or Occupant's obligations under the Documents.

19.7.3 **Suspension.** The Association may suspend the right of Unit Owners and Occupants to use Common Elements (except rights of ingress and egress) for any period during which the Unit Owner or Occupant, or the Unit Owner or Occupant's guests, employees, agents, or contractors, violate the Documents. A suspension does not constitute a waiver or discharge of the Unit Owner's or Occupant's obligations under the Documents.

19.7.4 **Self-Help.** The Association has the right to enter a Common Element or to abate or remove, using force as may reasonably be necessary, any erection, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Unit, Unit Owner, and/or Occupant as an Individual Assessment. Unless an emergency situation exists in the good faith opinion of the Board, the Board shall give the violating Unit Owner or Occupant fifteen (15) days' notice of its intent to exercise self-help.

Notwithstanding the foregoing, the Association may not alter or demolish an item of construction in a Unit without judicial proceedings.

19.7.5 **No Waiver.** The Association and every Unit Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or any Unit Owner to enforce a provision of the documents is not a waiver of the right to do so thereafter.

19.8 **Notice and Hearing.** Before levying a fine for violation of the Documents or before levying an Individual Assessment for property damage, the Association shall give the Unit Owner or Occupant written notice of the levy and an opportunity to be heard, to the extent required by the Act. The Association's written notice must contain a description of the violation or property damage, the amount of the proposed fine or damage charge; a statement that not later than the thirtieth (30) day after the date of the notice, the Unit Owner or Occupant may request a hearing before the Board to contest the fine or charge; and a stated date by which the Unit Owner or Occupant may cure the violation to avoid the fine, unless the Unit Owner or Occupant was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Unit Owner's or Occupant's request for a hearing suspends only the levy of a fine or damage charge. The Unit Owner or Occupant may attend the hearing in person, or may be represented by another person or written communication. The Board may adopt additional or alternative procedures and requirements for notices and hearing, provided they are consistent with the Act's requirements.

ARTICLE 20
GENERAL PROVISIONS

20.1 **Compliance.** The Unit Owners hereby covenant and agree that the administration of the Association shall be in accordance with the provisions of the Documents and all applicable laws, regulations, and ordinances, as the same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

20.2 **Notice.** All demands or other notices required to be sent to a Unit Owner or occupant by the terms of this Declaration shall be sent by ordinary or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association at the time of mailing. If a Unit Owner fails to give the Association an address for mailing notices, all notices may be sent to the Unit Owner's Unit, and the Unit Owner is deemed to have been given notice whether or not he actually receives it.

20.3 **Severability.** Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

20.4 **Conflict Between Declaration and Bylaws.** Pursuant to section 66-27-303 of the Act, in the event of a conflict between any provision of this Declaration and the Bylaws, the Declaration prevails, except to the extent the Declaration is inconsistent with the Act.

20.5 **Captions**. The captions of articles and sections are inserted only for the convenience and are in no way to be construed as defining or modifying the text to which they refer.

20.6 **Interpretation**. Whenever used in the Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

20.7 **Duration**. Unless terminated or amended as permitted herein, the provisions of this Declaration run with and bind the Property, and shall remain in effect perpetually to the extent permitted by law.

20.8 **Exhibits**. The following exhibits are attached to this Declaration and are incorporated herein by reference:

Exhibit A - Legal Description
Exhibit B - Easements, Encumbrances, and Restrictions
Exhibit C - Schedule of Allocated Interests
Exhibit D - Plat and Plans
Exhibit E - Declarant Representations & Reservations
Exhibit F - Initial Designation of Areas of Common Responsibility
Exhibit G - Bylaws of Lindsey's Corner Owners' Association

20.9 **No Partition**. The Common Elements shall not be subject to partition under any circumstances.

ARTICLE 21
MISCELLANEOUS

21.1 **Mediation**. In a dispute between any of the above entities or individuals, the parties may submit to the following mediation procedures before commencing any judicial or administrative proceeding. Each party may be represent *pro se* or through an agent or representative or by counsel. The dispute shall be brought before a mutually selected mediator. Such mediator shall be an attorney-mediator skilled in community association law. In order to be eligible to mediate a dispute under this provision, a mediator may not office in the Property, work for any of the parties, represent any of the parties, nor have any conflict of interest with any of the parties. Costs for such mediator shall be shared equally by the parties.

21.2 **Mediation Is Not a Waiver**. By agreeing to use this dispute resolution process, the parties in no way waive their rights to extraordinary relief including, but not limited to, temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

21.3 **Assessment Collection**. The provisions of this Article dealing with dispute resolution shall not apply to the collection of Assessments by the Association as set out in the Declaration.

21.4 **Rule Against Perpetuities.** Pursuant to section 66-27-303 of the Act, the rule against perpetuities may not be applied to defeat any provision of the Declaration, or the Bylaws, rules or regulations adopted pursuant to the Act.

{Signature page to follow}

DECLARANT:

4110 CHARLOTTE INVESTORS, LLC,
a Tennessee limited liability company

By: _____
Seth T. McDowell, Manager

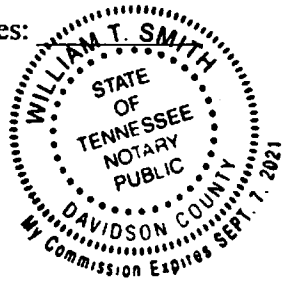
STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **SETH T. MCDOWELL**, with whom I am personally acquainted (or proved on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the **MANAGER** of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 26th day of February, 2020.

_____
Notary Public

My Commission Expires:



799195.1/020190996

EXHIBIT A

LEGAL DESCRIPTION

BEING A CERTAIN TRACT OF LAND LOCATED IN THE 24TH COUNCIL DISTRICT OF METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE AND GENERALLY BOUNDED ON THE NORTH BY INTERSTATE 40 (RIGHT-OF-WAY WIDTH VARIES); ON THE EAST BY CSX RAILROAD (RIGHT-OF-WAY WIDTH VARIES) AND THE SYLVAN STATION, LLC PROPERTY OF RECORD IN INSTRUMENT NO. 20160606-0057000, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (R.O.D.C.T.); ON THE SOUTH BY CHARLOTTE AVENUE (80 FOOT RIGHT-OF-WAY WIDTH); AND ON THE WEST BY 42ND AVENUE NORTH (100 FOOT RIGHT-OF-WAY WIDTH), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN SMITH ASSOCIATES" AT THE NORTH RIGHT-OF-WAY LINE OF CHARLOTTE AVENUE (40 FEET FROM THE CENTERLINE) AND THE EAST RIGHT-OF-WAY OF 42ND AVENUE NORTH (50 FEET FROM THE CENTERLINE) AND PROCEEDING AS FOLLOWS:

THENCE, LEAVING THE NORTH RIGHT-OF-WAY OF CHARLOTTE AVENUE WITH THE EAST RIGHT-OF-WAY OF 42ND AVENUE, N 01° 49' 55" W, 403.79 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN SMITH ASSOCIATES" IN THE SOUTH RIGHT-OF-WAY OF INTERSTATE 40;

THENCE, LEAVING 42ND AVENUE WITH SAID SOUTH RIGHT-OF-WAY OF INTERSTATE 40, N 88° 02' 19" E, 154.74 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN SMITH ASSOCIATES" IN THE WEST RIGHT-OF-WAY OF SAID CSX RAILROAD;

THENCE, WITH SAID WEST RIGHT-OF-WAY OF CSX RAILROAD, S 28° 25' 45" E, 47.60 FEET TO AN IRON ROD (OLD) AT THE NORTH MOST CORNER OF SAID SYLVAN STATION, LLC PROPERTY;

THENCE, LEAVING SAID WEST RIGHT-OF-WAY OF CSX RAILROAD, S 05° 32' 58" W, 364.02 FEET AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN SMITH ASSOCIATES" IN THE NORTH RIGHT-OF-WAY OF CHARLOTTE AVENUE;

THENCE, WITH SAID NORTH RIGHT-OF-WAY OF CHARLOTTE AVENUE, S 87° 54' 51" W, 129.29 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 62,163 SQUARE FEET OR 1.43 ACRES MORE OR LESS, ALL ACCORDING TO THE ALTA/NSPS LAND TITLE SURVEY DATED JANUARY 30, 2019, LAST REVISED FEBRUARY 19, 2019, OF KEVIN L. BIRDWELL, TN RLS NO. 1797, RAGAN-SMITH-ASSOCIATES, INC., 315 WOODLAND STREET, NASHVILLE, TN 37206, JOB NO. 19007.

BEING THE SAME PROPERTY CONVEYED TO 4110 CHARLOTTE INVESTORS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY DEED FROM THE STATE OF

TENNESSEE, OF RECORD AS INSTRUMENT NO. 20190329-0028661, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B

EASEMENTS, ENCUMBRANCES, AND RESTRICTIONS

1. Matters shown on the Plan of record in Book 57, pages 74 and 75, Register's Office for Davidson County, Tennessee.

2. Easements retained by the Metropolitan Government of Nashville & Davidson County, Tennessee by Order No. 68-652.

3. Title to that portion of the premises, if any, embraced within the right-of-way of CSX Railroad.

4. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record as Instrument Number 20191114-0117753, Register's Office for Davidson County, Tennessee.

EXHIBIT C

SCHEDULE OF ALLOCATED INTERESTS TO DECLARATION OF LINDSEY'S CORNER CONDOMINIUM

UNIT	APPROXIMATE AREA IN SQUARE FEET	COMMON ELEMENT OWNERSHIP PERCENTAGE	LIABILITY FOR COMMON EXPENSES PERCENTAGE	VOTING RIGHTS PERCENTAGE
Unit 408	58,576	29.13%	29.13%	29.13%
Unit 410	142,540	70.87%	70.87%	70.87%

The percentage of each Unit is based upon the approximate gross area in square feet of all of the Units (including any Areas of Common Responsibility within such Units) and is approximately equal to a fraction, expressed as a percentage, the numerator being the approximate gross area in square feet of the Unit (including any Areas of Common Responsibility within such Unit) and the denominator being the approximate gross area in square feet of all of the Units (including any Areas of Common Responsibility within such Units).

EXHIBIT D

PLAT AND PLANS

Lindsey's Corner Condominium

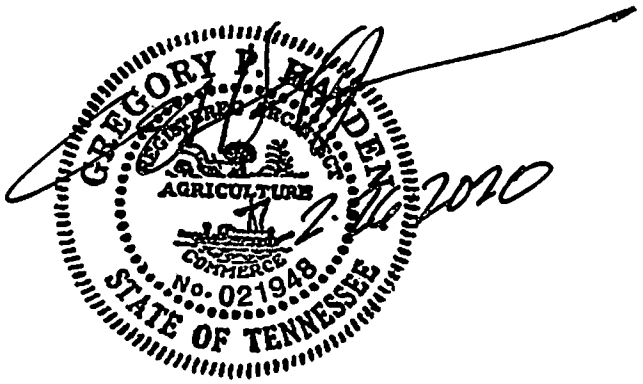
4110 Charlotte Avenue at 42nd Avenue North
Nashville, Tennessee 37209
February 2020

The property subject to Lindsey's Corner Condominium is more particularly described as Parcel Number 188.00 as shown on Davidson County Property Map Number 091-12 and illustrated herein.

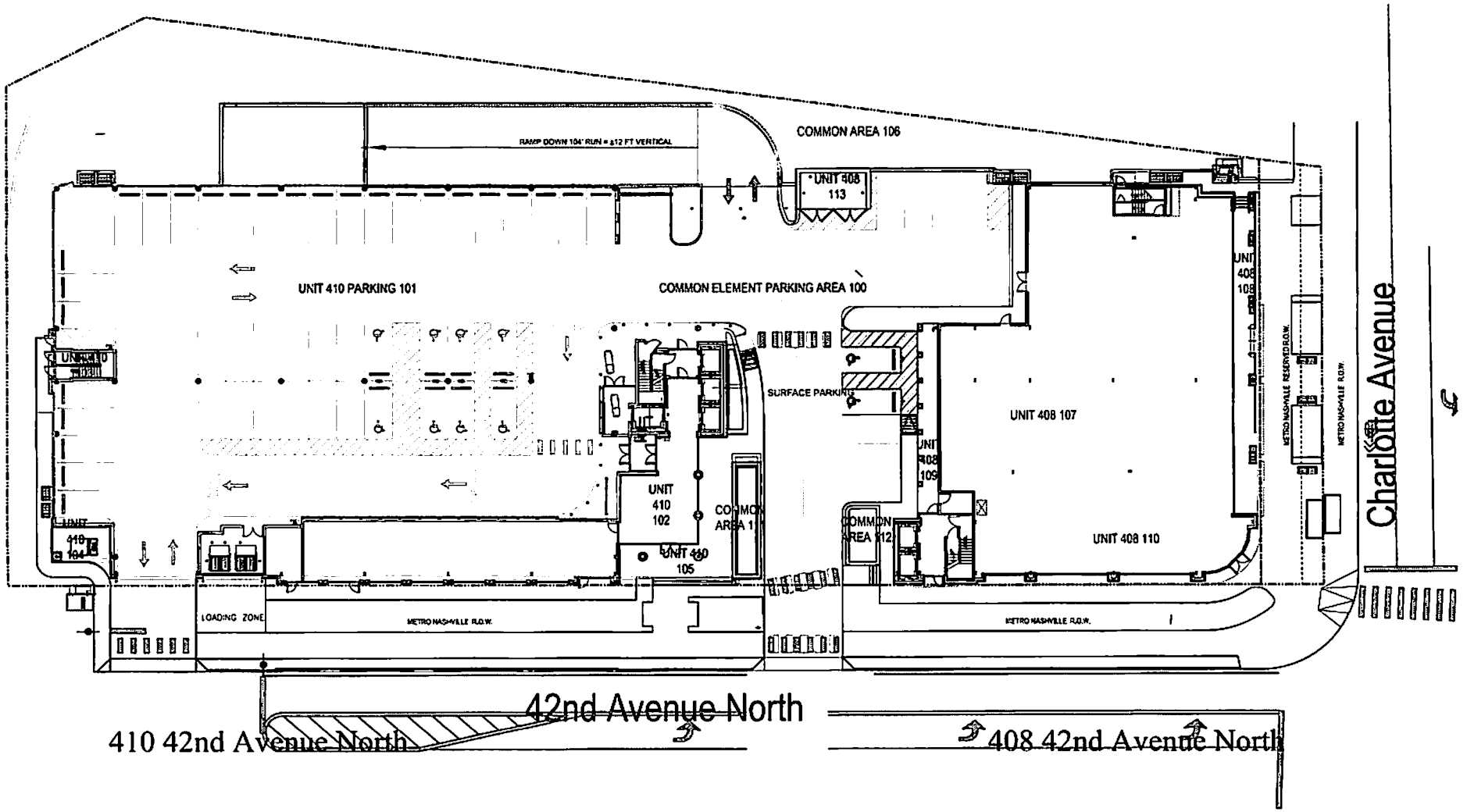
Table of Contents

1	Site Plan/Map of Entire Condominium
2	Parking Floor P2
3	Parking Floor P1
4	First Floor (Ground Level)
5	Second Floor
6	Third Floor
7	Fourth Floor
8	Building Section
9	Building Areas

I certify that these plans for Lindsey's Corner Condiminum contain all information required by T.C.A. Section 66-27-309.



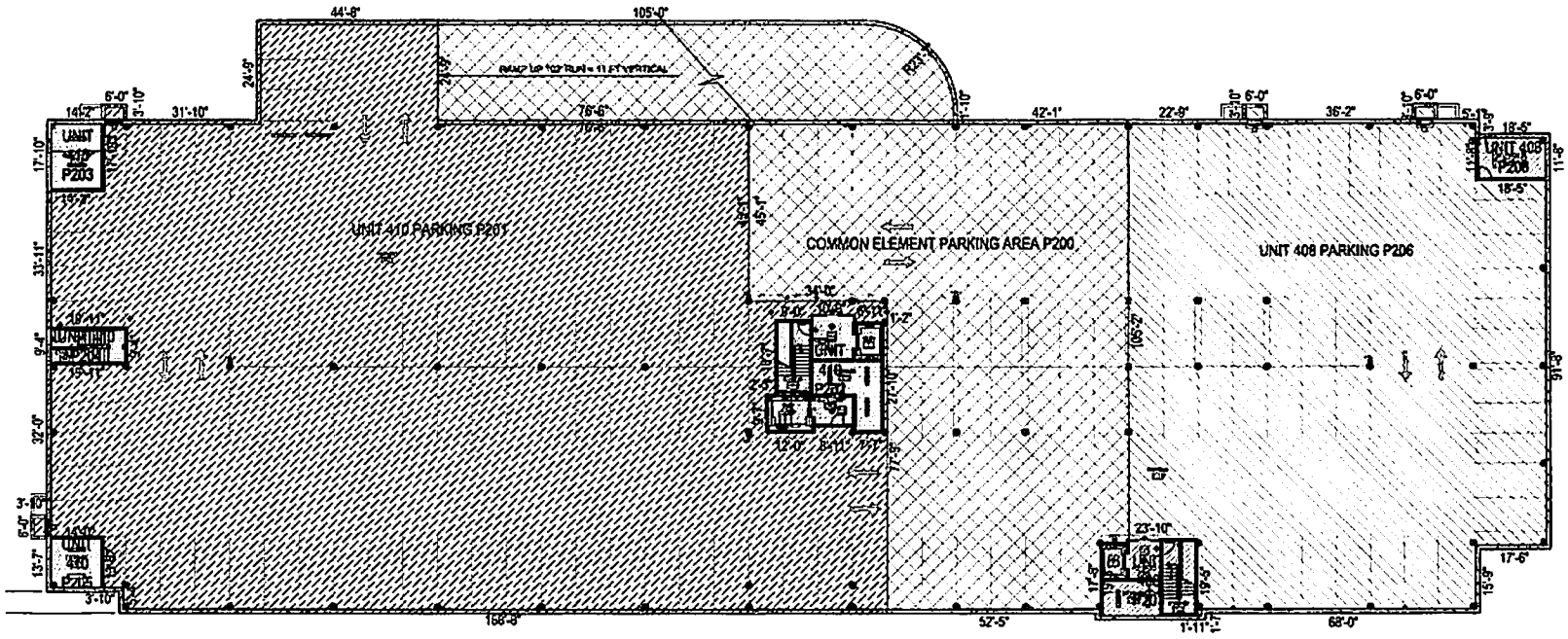
202002270022081



Site Plan / Map

AREA LEGEND

- UNIT 410 AREA
- UNIT 410 PARKING AREA
- UNIT 408 AREA
- UNIT 408 PARKING AREA
- COMMON ELEMENT PARKING AREA

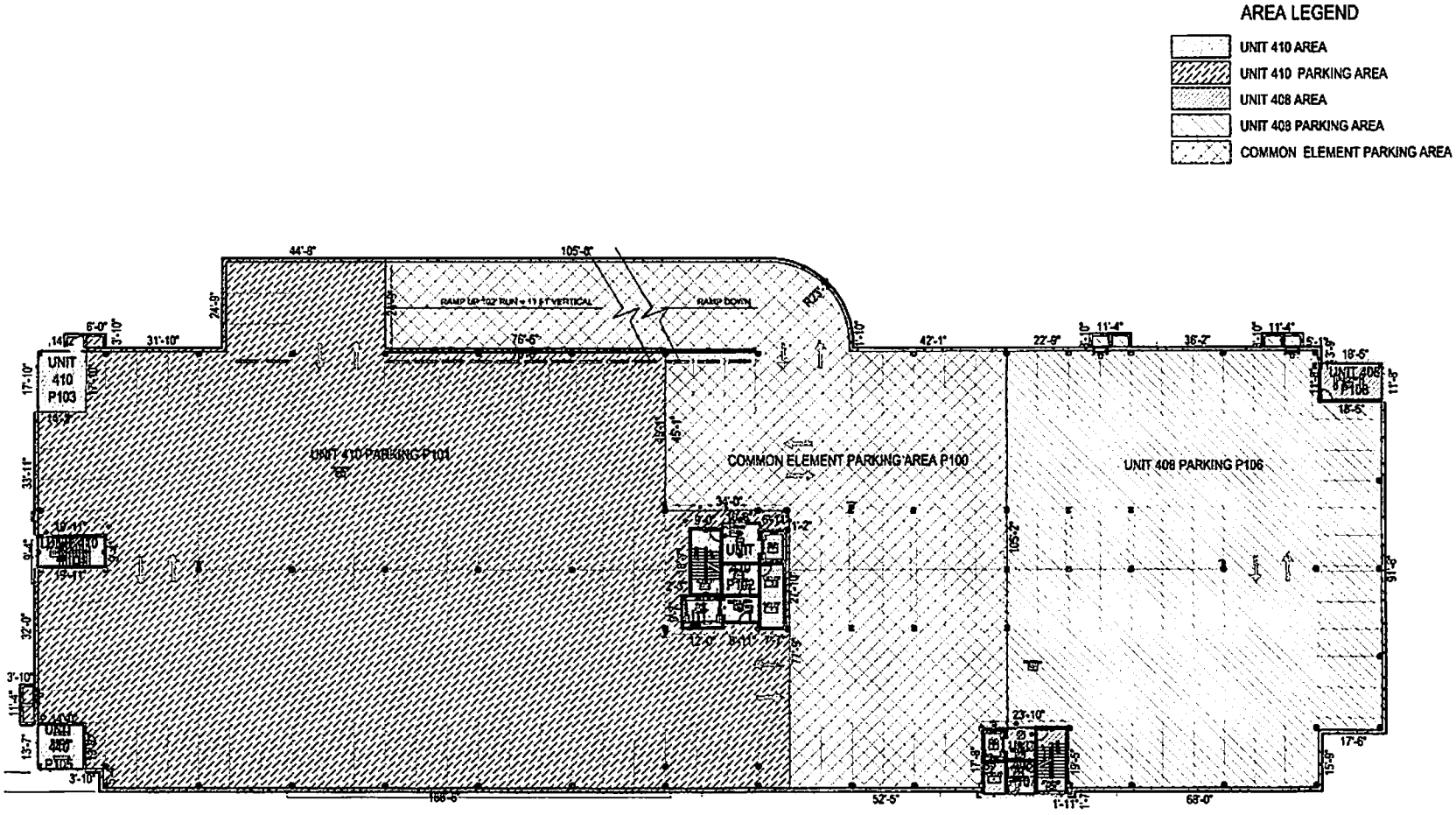


410 42nd Avenue North

408 42nd Avenue North

Parking Floor P2

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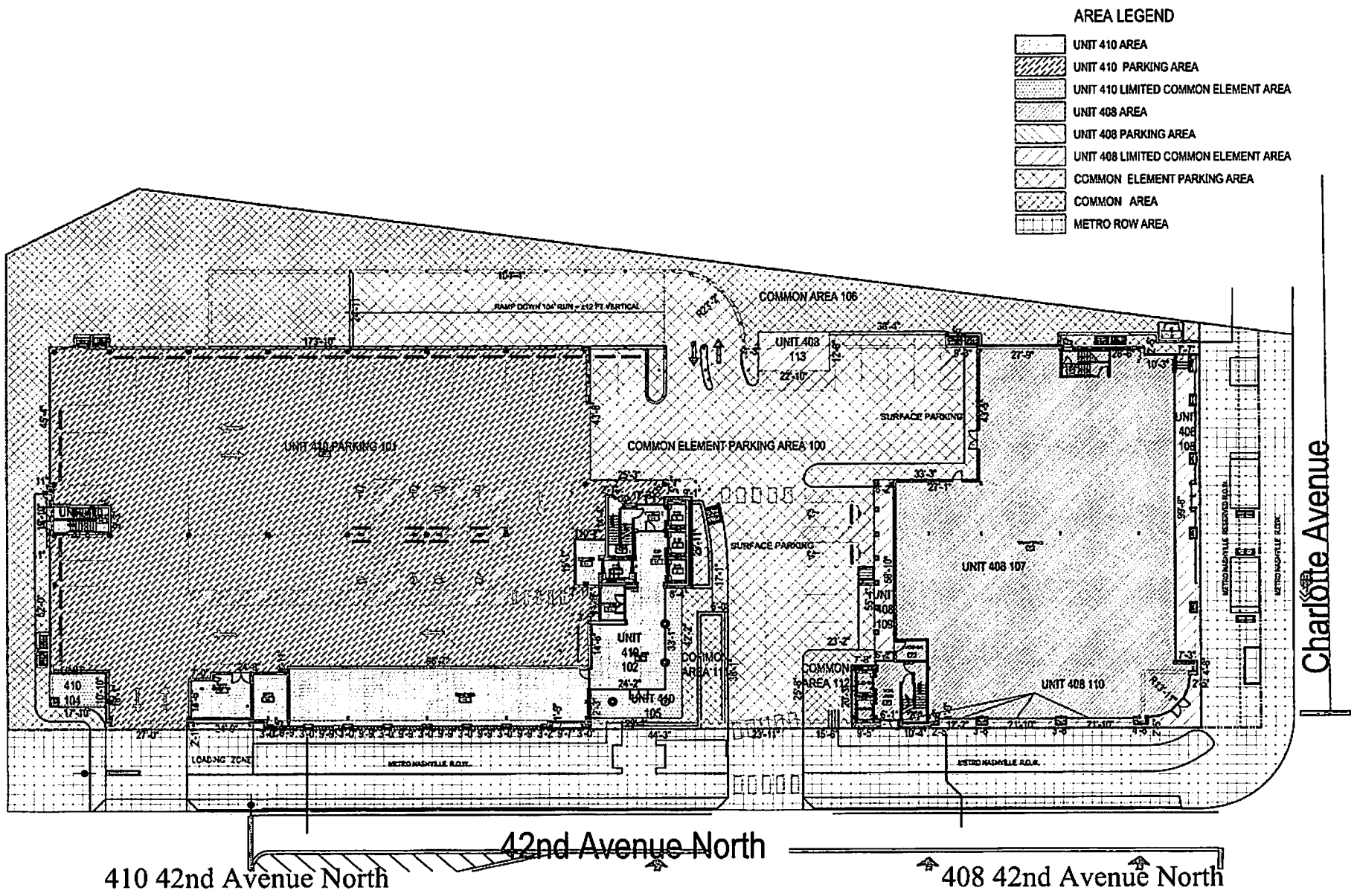


410 42nd Avenue North

408 42nd Avenue North

Parking Floor P1

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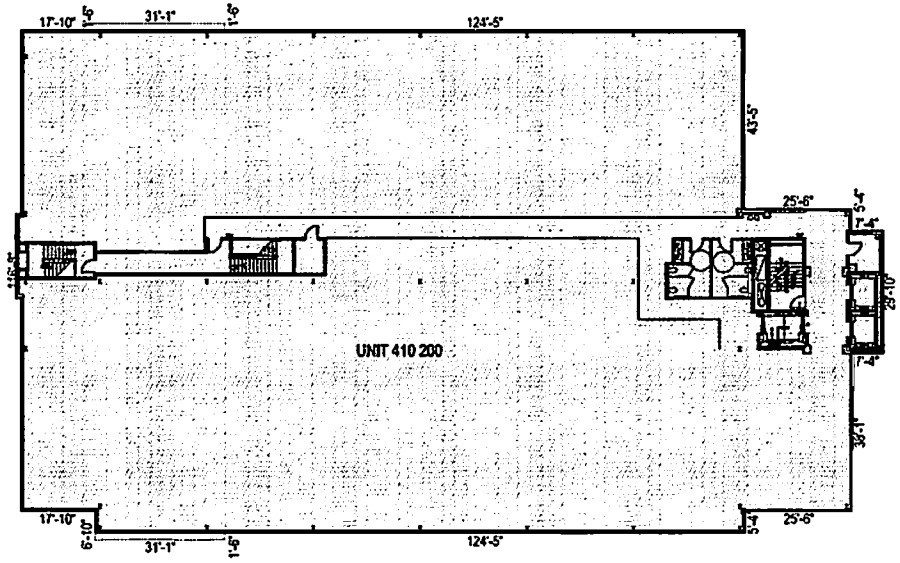
First Floor (Ground Level)

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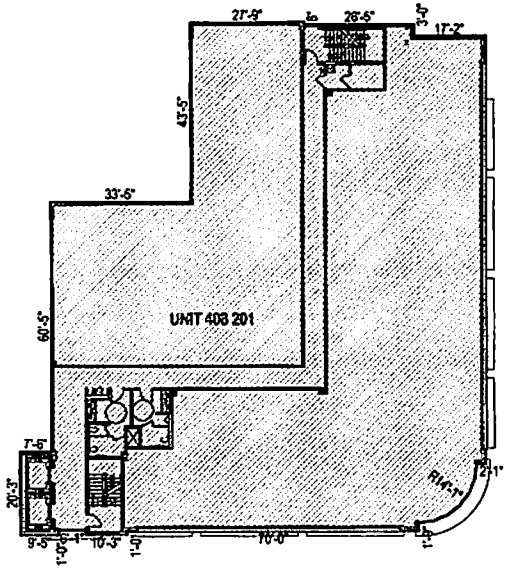
AREA LEGEND

UNIT 410 AREA

UNIT 408 AREA



410 42nd Avenue North



408 42nd Avenue North

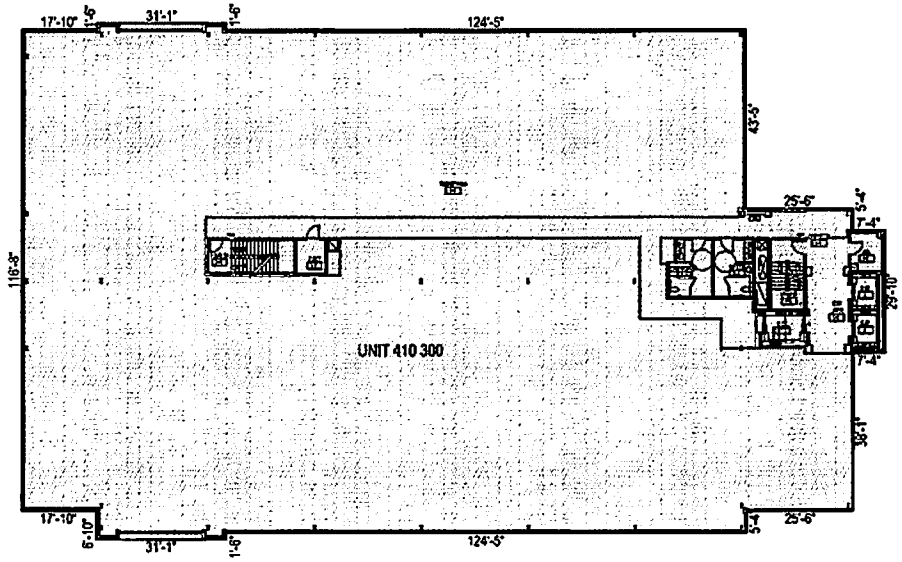
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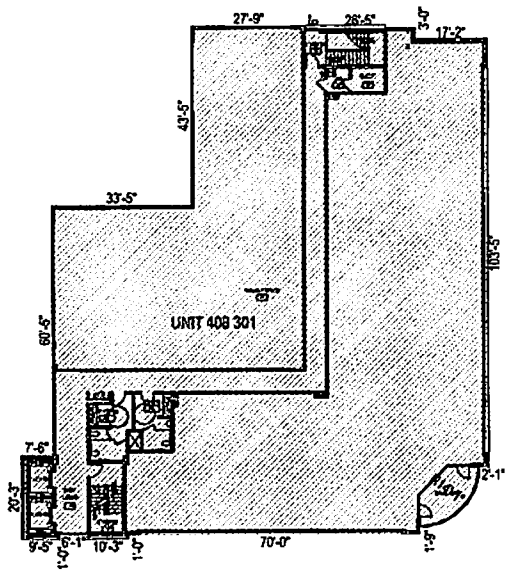
Second Floor

AREA LEGEND

UNIT 410 AREA

UNIT 408 AREA





410 42nd Avenue North

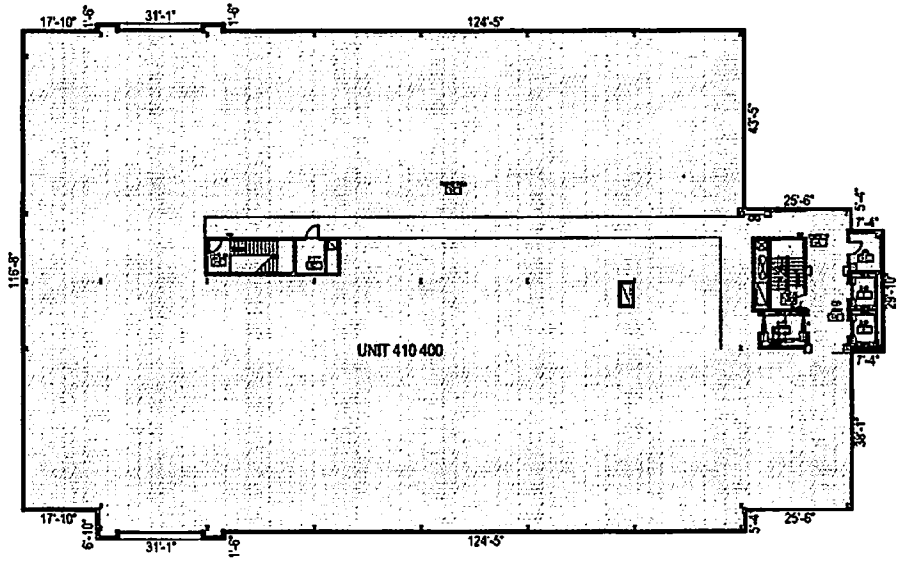
408 42nd Avenue North

Third Floor

202002270022081

AREA LEGEND

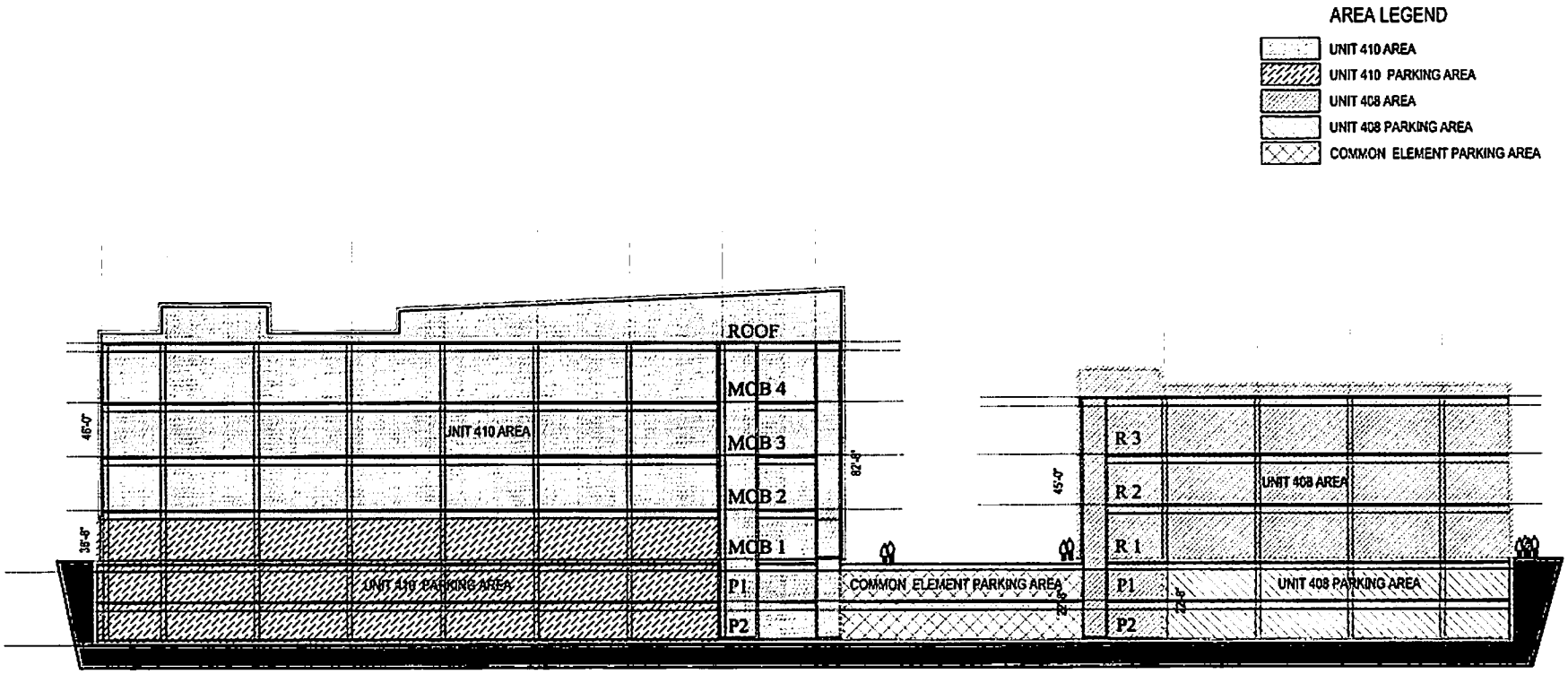
UNIT 410 AREA



410 42nd Avenue North

Fourth Floor

202002270022081



410 42nd Avenue North

408 42nd Avenue North

202002270022081

Building Section

Floor	Space		UNIT 410	UNIT 410 PARKING	UNIT 410 LIMITED COMMON ELEMENT	UNIT 408	UNIT 408 PARKING	UNIT 408 LIMITED COMMON ELEMENT	COMMON ELEMENT PARKING AREA	COMMON AREA
TOTALS			76,764	65,776	626	34,565	24,011	1,789	35,564	11,747
P2			1,394	23,494	0	686	11,981	0	11,765	0
	P200	COMMON ELEMENT							11,765	
	P201	UNIT 410 PARKING		23,494						
	P202	UNIT 410	761							
	P203	UNIT 410	252							
	P204	UNIT 410	186							
	P205	UNIT 410	195							
	P206	UNIT 408 PARKING					11,981			
	P207	UNIT 408				473				
	P208	UNIT 408				213				
P1			1,389	23,519	0	677	12,030	0	11,766	0
	P100	COMMON ELEMENT							11,766	
	P101	UNIT 410 PARKING		23,519						
	P102	UNIT 410	761							
	P103	UNIT 410	252							
	P104	UNIT 410	186							
	P105	UNIT 410	190							
	P106	UNIT 408 PARKING					12,030			
	P107	UNIT 408				461				
	P108	UNIT 408				216				
1			4,357	18,763	626	10,332	0	1,789	12,033	11,747
	100	COMMON ELEMENT							12,033	
	101	UNIT 410 PARKING		18,763						
	102	UNIT 410	4,162							
	103	UNIT 410	195							
	104	UNIT 410 LIMITED COMMON ELEMENT			190					
	105	UNIT 410 LIMITED COMMON ELEMENT			436					
	106	COMMON AREA								10,299
	107	UNIT 408				10,332				
	108	UNIT 408 LIMITED COMMON ELEMENT						782		
	109	UNIT 408 LIMITED COMMON ELEMENT						363		
	110	UNIT 408 LIMITED COMMON ELEMENT						355		
	111	COMMON AREA								1,010
	112	COMMON AREA								438
	113	UNIT 408 LIMITED COMMON ELEMENT						289		
2			23,162			11,435				
	200	UNIT 410	23,162							
	201	UNIT 408				11,435				
3			23,231			11,435				
	300	UNIT 410	23,231							
	301	UNIT 408				11,435				
4			23,231							
	300	UNIT 410	23,231							

Building Areas

20200227002208I

EXHIBIT E

DECLARANT REPRESENTATIONS & RESERVATIONS

1. Declarant's Representations. Declarant makes the following representations regarding the following characteristics of the Property:

(a) Number of Units. The Property shall initially contain two (2) Units.

(b) Withdrawal. No portion of the Property described in the Declaration is subject to a right of withdrawal of real property by Declarant.

2. Development Period. The development rights created by this provision may be exercised at any time, but not more than five (5) years after the sale of the first Unit to a purchaser other than an Affiliate of Declarant.

3. Development Rights. Declarant reserves the following Development Rights exercisable at Declarant's sole discretion, for the duration of the Development Period, to the extent permitted by the Act:

(a) The right by amendment to create Units, Common Elements, and Limited Common Elements within the Property.

(b) To the extent not otherwise permitted as a right held by Unit Owners as provided in section 66-27-313(a) of the Act, or otherwise prohibited by law, the right by amendment to subdivide Units or convert Units into Common Elements.

(c) To allocate Limited Common Elements (other than those described in Tennessee Code Annotated section 66-27-302) to specific Units.

(d) To grant licenses or easements for parties who are not Unit Owners to use portions of the Common Elements or Limited Common Elements or to provide for ingress and egress across the Property to other tracts of land (subject to an obligation to pay an equitable share of the Common Expenses attributable to such licensed Common Elements or Limited Common Elements).

4. Additional Declarant Rights. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, for the duration of the Development Period:

(a) The right to amend the Documents without consent of other Unit Owners or any Mortgagee, for the purpose of meeting requirements of a Mortgagee or underwriter or to correct errors.

(b) The right to erect, construct, and maintain on and in the Common Elements and Units owned or leased by Declarant whatever Declarant determines to be necessary or advisable

in connection with the construction, completion, management, maintenance, and marketing of the Property.

(c) The right to sell or lease any Unit owned by Declarant.

(d) The right of entry and access to all Units to perform warranty-related work, if any, for the benefit of the Unit being entered, adjoining Units, or Common Elements. Requests for entry must be made in advance for a time reasonably convenient for the Unit Owner who may not unreasonably withhold consent.

5. Special Declarant Rights. Declarant reserves the following special declarant rights (collectively, the "Special Declarant Rights"), to the maximum extent permitted by the Act and by law, which may be exercised, where applicable, anywhere within the Property:

(a) The right to complete or make the improvements indicated on the Plat and Plans.

(b) The right to exercise any Development Right.

(c) The right to maintain sales offices, management offices, and signs advertising the condominium pursuant to section 66-27-315 of the Act.

(d) The right to make the Property subject to a master association pursuant to section 66-27-321 of the Act.

(e) For purposes of promoting, identifying, and marketing the Regime, Declarant reserves an easement and right to place or install signs, banners, flags, display lighting, and seasonal landscaping on the Property. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Property.

(f) Declarant has an easement and right of ingress and egress in and through the Regime, including the Common Elements and Units for purposes of constructing, maintaining, managing, and marketing the Regime, for making improvements thereto, and for discharging Declarant's obligations under the Act and this Declaration.

(g) The right to appoint or remove (or to designate an agent to appoint or remove) any officer or director of the Association during the Declarant Control Period to the extent permitted by the Act.

(h) The right to name or rename any Building located on the Property and to display such name thereon.

(i) The right to exercise any other rights reserved to Declarant in this Declaration.

6. Declarant Control Period. For the benefit and protection of Unit Owners and Mortgagees, and for the purpose of ensuring a complete and orderly build out and sale of the Property, Declarant shall retain control of the Association, subject to the following:

(a) Transition of Control. Declarant shall comply with section 66-27-403 of the Act regarding transition of control from Declarant to Unit Owners by phased elections of directors.

(b) Termination. The duration of the Declarant Control Period shall terminate no later than the earlier of (i) five (5) years after the date of the conveyance of the first Unit to a purchaser other than Declarant or an Affiliate of Declarant, or (ii) when, in the sole opinion of Declarant, the Association is viable, self-supporting, and operational.

7. Declarant Obligation for Assessments. From the date of the first Common Expense Assessment until the Declarant Control Period terminates, or three (3) years from Declarant's first conveyance of a Unit, whichever is earlier, Declarant shall periodically pay to the Association an amount equal to all operational expenses of the Association, less the operational expense portion of the Assessments paid by Unit Owners other than Declarant.

EXHIBIT F

INITIAL DESIGNATION OF AREAS OF COMMON RESPONSIBILITY

In addition to the Common Elements maintained by the Association, the below components generally associated with (but not necessarily part of) individually-owned Units are designated Areas of Common Responsibility, to be maintained by the Association as a Common Expense. Appearance on this list does not convert any component from a Common Element to a portion of a Unit.

1. All parking areas, including, but not limited to, the Unit 408 Parking Area and the Unit 410 Parking Area

The Association may engage a third party to provide pest control, janitorial services, landscaping, and HVAC maintenance for the Common Elements.

Although this Initial Designation is attached to the Declaration as Exhibit F, it is not part of the Declaration for purposes of amendment. The Designation of Areas of Common Responsibility may be amended, revised, and restated by the terms of the Declaration, and need not be recorded.

EXHIBIT G

BYLAWS OF
LINDSEY'S CORNER OWNERS' ASSOCIATION, INC.

ARTICLE I
Name And Location

The name of the corporation is **LINDSEY'S CORNER OWNERS' ASSOCIATION, INC.** (the "Corporation"). The principal office of the Corporation shall be located in Wilson County, Tennessee, but meetings of Members and Directors may be held at the Property or such places within the State of Tennessee as may be designated by Board of Directors.

ARTICLE II
Definitions

The following words, when used in these Bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

Section 1. "Assessments" is defined in the Declaration.

Section 2. "Charter" means and refers to the Charter of the Corporation.

Section 3. "Common Elements" means all portions of the Condominium other than the Units and includes both general and limited common elements.

Section 4. "Condominium" means and refers to the land and premises situated in Davidson County, Tennessee, more particularly described on Exhibit A to the Declaration for Lindsey's Corner Condominium.

Section 5. "Corporation" means the Association as defined in the Declaration.

Section 6. "Declarant" is defined in the Declaration and means, initially, 4110 Charlotte Investors, LLC, a Tennessee limited liability company.

Section 7. "Declaration" means that certain Declaration of Lindsey's Corner Condominium, applicable to the Condominium and recorded or to be recorded in the Register's Office for Davidson County, Tennessee, as the same may be amended from time to time.

Section 8. "Majority" is defined in the Declaration.

Section 9. "Member" means and refers to each Unit Owner as provided in Article III.

Section 10. "Occupant" is defined in the Declaration.

Section 11. "Property" is defined in the Declaration.

Section 12. "Unit" is defined in the Declaration.

Section 13. "Unit Owner" is defined in the Declaration.

Section 14. Any other capitalized term used but not otherwise defined herein shall have the meaning set forth in the Declaration.

ARTICLE III
Membership

Section 1. Every Unit Owner shall automatically be a Member of the Corporation.

Section 2. The rights of membership are subject to the payment of the Assessments levied by the Corporation in accordance with the Declaration, the obligation of payment of which Assessments is imposed against the Unit Owner of and becomes a lien upon each Unit against which such Assessments are made as provided in the Declaration, the terms of which are incorporated herein and made a part thereof for all purposes.

Section 3. The aggregate Percentage Interests of voting rights in the Corporation shall equal one hundred percent (100%) and shall be divided among the respective Unit Owners in accordance with Exhibit C to the Declaration. All voting rights of the Unit Owners shall be governed by the Declaration. "Percentage Interest" or "Percentage Interests" means a divisional measurement of the voting rights in the Corporation and can be determined by dividing the number of Percentage Interests of voting rights allocated to such Unit Owner by the total number of Percentage Interests of voting rights of all Unit Owners at the time the determination is made.

Section 4. Eligibility to vote or serve as a representative, director, or officer shall be predicated upon being a Member in good standing. To be in good standing, the Member must have all Assessments of every type and category paid up to date and have no outstanding financial obligations to the Corporation that are delinquent. Additionally, no Member shall be allowed to vote or hold office, nor participate in any activity or meeting of the Corporation, if that Member is noted within the records of the Corporation to be in violation of the Declaration or in litigation with the Corporation.

ARTICLE IV
Property Rights and Rights of Enjoyment of the Common Elements

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Elements and facilities in accordance with and subject to the terms and conditions set forth in the Declaration.

Section 2. Any Member may delegate such Member's rights of enjoyment in the Common Elements and facilities to an Occupant or Occupants of such Member's Unit. Such Member shall notify the Secretary of the Corporation in writing of the name of any such

Occupants. The rights and privileges of such person are subject to suspension under Article III, Section 4 hereof, to the same extent as those of the Member.

ARTICLE V
Directors

Section 1. The number of directors of the Corporation shall be three (3), with one (1) director being nominated and chosen by the Unit 408 Unit Owner and one (1) director being nominated and chosen by the Unit 410 Unit Owner and the third director being chosen by the mutual agreement of the Unit 408 Unit Owner and the Unit 410 Unit Owner. The directors shall be elected at the annual meeting of the Members, except as provided in Section 2 of this Article. Each director elected shall hold office for one (1) year or until resignation or removal or until such director's successor is elected and qualified.

Section 2. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a Majority of the remaining directors at a special meeting. A director elected to fill a vacancy shall be elected for the unexpired term of this predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled at an annual meeting of the Members or at a special meeting of the Members entitled to vote called for that purpose. Any director may be removed from the Board of Directors, with or without cause, by a two-thirds (2/3) vote of the Members at an annual meeting of the Members or at a special meeting of the Members entitled to vote called for that purpose; provided, however, that, notwithstanding anything herein to the contrary, the Unit 408 Unit Owner may remove and replace the director appointed by the Unit 408 Unit Owner at any time, and the Unit 410 Unit Owner may remove and replace the director appointed by the Unit 410 Unit Owner at any time.

Section 3. The business and affairs of the Corporation shall be managed by its Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things which are not directed or required by statute or by the Articles or by these Bylaws or by the Declaration to be exercised and done by the Members. The power and authority of the Board of Directors shall include, but shall not be limited to, the power and authority:

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

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

(c) to engage and terminate the services of a managing agent to maintain, repair, replace, administer, and operate the Property or Common Elements or any part thereof for all of the Unit 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 thereof;

(e) to adopt bylaws and rules and regulations governing the administration, management, operation, and use of the Property and the Common Elements and to amend such

bylaws and rules and regulations from time to time and to exercise all powers conferred by the Declaration, the Bylaws, or the rules and regulations;

(f) to provide for the designation, hiring, and removal of employees, agents, and independent contractors and other personnel necessary for the general or limited common services of the Property, 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 a managing agent;

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

(h) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable, but only as allowed by law;

(i) to adopt and amend budgets for revenues, expenditures, and reserves and to assess and collect assessments for Common Expenses from the Unit Owners;

(j) unless otherwise provided herein or in the Declaration, to comply with the instructions of a Majority or such other required vote of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(k) to resolve or mediate disputes, conflicts, or problems between Unit Owners;

(l) when necessary, to interpret the rules and regulations of the Association and the Declaration;

(m) to institute, defend, or intervene in litigation or administrative proceedings in the Corporation's name on behalf of itself or two (2) or more Unit Owners on matters affecting the Property;

(n) to make contracts and incur liabilities;

(o) to regulate the use, maintenance, repair, replacement, and modification of Common Elements;

(p) to cause additional improvements to the Common Elements;

(q) to acquire, hold, encumber, and convey, in the Corporation's own name, any right, title, or interest to real or personal property, but Common Elements may be conveyed or subjected to a security interest as set forth in the Declaration and permitted by section 66-27-412 of the Act;

(r) to grant easements, leases, licenses, and concessions through or over the Common Elements;

(s) to impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements (other than Limited Common Elements described in section 66-27-302 of the Act) and for services provided to Unit Owners;

(t) to impose charges for late payment of Assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and rules and regulations of the Association;

(u) to impose reasonable charges for the preparation and recordation of amendments to the Declaration;

(v) to impose reasonable charges for services rendered in connection with the transfer of a Unit;

(w) to provide for the indemnification of its officers and members of its board of directors and maintain directors' and officers' liability insurance;

(x) to assign its right to future income, including the right to receive Common Expense Assessments;

(y) to establish a "master association," as defined in Tennessee Code Annotated section 66-27-203, in accordance with Tennessee Code Annotated section 66-27-321, and to delegate any powers set forth in Tennessee Code Annotated section 66-27-402 or as otherwise established by law; and

(z) to exercise all other powers and duties necessary and proper for the governance and operation of the Association and all powers that may be exercised in the State of Tennessee by legal entities of the same type as the Association, as provided by section 66-27-402 of the Act.

ARTICLE VI
Meetings of the Board of Directors

Section 1. Meetings of the Board of Directors, regular or special, shall be held at the Property or at such other location as may be unanimously agreed by the Directors.

Section 2. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the Members at the annual meeting of the Members, and no notice of such meeting shall be required to be given to the newly elected directors in order to legally constitute the meeting. In the event of the failure of the Members to fix the time and place of such first meeting of the newly elected Board of Directors or in the event that such meeting is not held at the time and place so fixed by the Members, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors or as shall be specified in a written waiver signed by all of the Directors.

Section 3. Regular meetings of the Board of Directors shall be held at least every two (2) months without notice, at such place and time as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 4. Special meetings of the Board of Directors shall be held when called by the President or by any two (2) directors. Written notice of special meetings of the Board of Directors shall be given to each director at least three (3) days before the date of the meeting. The business to be transacted at any special meeting of the Board of Directors shall be specified in the notice or waiver of notice of such meeting.

Section 5. A Majority of the directors shall constitute a quorum for the transaction of business and the act of the Majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater number is required by the Articles. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Any action required or permitted to be taken at a meeting of the Board of Directors or a committee established by the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all of the members of the Board of Directors or the committee, as the case may be, and such consent shall have the same force and effect as a unanimous vote at a meeting.

ARTICLE VII
Nomination and Election of Directors

Section 1. Nomination for election of the Board of Directors shall be made by the Members at the annual meeting.

Section 2. Election to the Board of Directors shall be by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII
Committees

Section 1. The Board of Directors, by resolution adopted by a Majority of the Board, may, in its discretion, designate representatives to perform the duties and exercise the authority in Article II of the Declaration. In addition, the Board of Directors may appoint other committees, whose members need not be directors, as deemed appropriate to carry out its purposes.

Section 2. Vacancies in the membership of any committee appointed by the Board of Directors shall be filled by the Board of Directors at a regular or special meeting of the Board of

Directors. Each committee shall keep regular minutes of its proceedings and report the same to the Board when required. The designation of a committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or such Director by law.

ARTICLE IX
Compensation of Directors

The directors of the Corporation and committee members shall serve without compensation. However, any director may be reimbursed for actual expenses incurred in the performance of such director's duties.

ARTICLE X
Officers

Section 1. The officers of the Corporation shall consist of a President (who shall at all times be a member of the Board of Directors), a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors.

Section 2. The Board of Directors, at the first meeting and after each annual meeting of Members, shall elect the officers of the Corporation.

Section 3. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors.

Section 4. All officers of the Corporation shall serve without compensation.

Section 5. A quorum of the Board of Directors is deemed present throughout any meeting of the Board of Directors if two (2) directors are present in person or by telephone at the beginning of the meeting. If a quorum is present when a vote is taken, the affirmative vote of a Majority of the Directors present is the act of the Board of Directors, except as otherwise provided in these Bylaws. Action that is required or permitted to be taken at a meeting of the Board of Directors may be taken without such a meeting if all Directors consent to taking such action without a meeting. If all Directors so consent, the affirmative vote of the number of Directors that would be necessary to authorize or take such action at a meeting shall be the act of the Board, except as otherwise provided in these Bylaws. Such consent(s) shall describe the action taken, be in writing, be signed by each Director entitled to vote, indicate each signing Director's vote or abstention on the action, and be delivered to the Secretary of the Association and included in the minutes filed with the Association's records.

Section 6. Each officer of the Corporation shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors without notice whenever, in its judgment, the best interests of the Corporation shall be served thereby. Any vacancy occurring in any office of the Corporation by death, resignation, removal, or otherwise

shall be filled by the Board of Directors. Any Director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director succeeded.

The President

Section 7. The President, who shall be a Director, shall be the chief executive officer of the Corporation, shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the business of the Corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 8. The President shall execute all leases, bonds, mortgages, deeds, amendments to the Declaration, and other written instruments and shall co-sign all checks and promissory notes, except where required by law to be otherwise signed and executed.

The Secretary

Section 9. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all the votes and proceedings of the meeting of the Members of the Corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or President.

The Treasurer

Section 10. The Treasurer shall have the custody of the corporate finds and securities and shall have full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall receive and deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

Section 11. The Treasurer shall disburse the funds of the Corporation as may be authorized by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings or when the Board of Directors so requires, an account of all of his/her transactions as Treasurer and of the financial condition of the Corporation.

Section 12. The Treasurer shall co-sign all checks and promissory notes of the Corporation and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members. The Treasurer shall, if so determined by the Board of Directors, cause an annual audit of the Corporation's books to be made by a public accountant at the completion of each fiscal year.

ARTICLE XI

Meetings of Members

Section 1. Meetings of the Members for the election of directors shall be held at the Property or at such other location as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Meetings of Members for any purpose may be held at such time as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. The first regular annual meeting of Unit Owners (the "First Meeting") may be held, subject to the terms hereof and of the Act, on any date, at the option of the Board. The Board of Directors shall elect the officers. The Board of Directors and the officers shall take office upon election.

Meetings may be held in person, via email or teleconference or by any other means permitted by the Act. Subsequent to the First Meeting, the annual meeting of Unit Owners shall be held annually on a day in the month in which the First Meeting was held or as designated by the Board of Directors in the notice of such meeting. At the annual meeting, the Unit Owners shall elect Directors, receive reports on the activities and financial condition of the Association, and transact such other business as may properly come before the meeting. The President, or in the President's absence, some other person elected to serve as Chairman by a Majority of the votes represented at said meeting, shall serve as chairman of every Association meeting and shall appoint such persons as he/she deems necessary to assist with the meeting.

Section 3. Special meetings of the Members may be called by the President or the Board of Directors and shall be called by the Secretary upon written request of Members holding at least fifty percent (50%) of the voting rights in the Corporation.

Section 4. Written or printed notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than thirty (30) days before the day of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person calling the meeting, to each Member entitled to vote at such meeting. The secretary or other officer specified in the Bylaws shall cause such notice to be hand-delivered, sent prepaid by United States Mail, by facsimile, or electronically to the address of each Unit or to any other physical or electronic address designated in writing or by electronic means by the Unit Owner. The notice of any meeting must state the time, place and method of attendance of or at the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration of the Bylaws, any budget changes and any proposal to remove a director or officer. Notice may be waived in writing signed by all Unit Owners. Attendance of any Member or director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. A recitation in the minutes of any meeting that notice was properly given shall be prima facie evidence that such notice was given.

Section 5. Business transacted at any special meeting shall be confined to the purpose stated in the notice thereof.

Section 6. The presence at any meeting of Members entitled to cast sixty percent (60%) of all of the votes, represented in person or by proxy, shall constitute a quorum at meetings of Members except as otherwise provided in the Declaration, the Articles, or these Bylaws. If, however, a quorum shall not be present or represented at any meeting of the Members, the Members present, in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. Other than for the election of directors, the vote of Members entitled to cast a Majority of the votes thus represented at a meeting at which a quorum is present shall be the act of the Members meeting, unless the vote of a greater number is required by law, the Declaration, the Articles, or these Bylaws.

Section 8. Each Member may vote on each matter submitted to a vote at a meeting of Members, except to the extent that the voting rights of any Member have been suspended in accordance with these Bylaws or the Declaration. At each election for Directors, every Member is entitled to vote at such election shall have the right to vote, in person or by proxy, for as many persons as there are directors to be elected and for whose election he has a right to vote, and Members of the Corporation are expressly prohibited from cumulating their votes in any election for directors of the Corporation.

Section 9. A Member may vote, in person or by proxy, executed in writing by the Member or by such Member's duly authorized attorney-in-fact. If a Unit is owned by more than one (1) person or entity, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy except by actual notice of revocation to the Secretary of the Association. A proxy is void if it is not dated or purports to be revocable without notice. The duration of a proxy is governed by the Tennessee Nonprofit Corporation Act, including, without limitation, Tennessee Code Annotated section 48-57-205.

Section 10. The officer or agent having charge of the corporate books shall make, at least (10) days before each meeting of the Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order with the address of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Corporation and shall be subject to inspection by any Member at any time during the usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

Section 11. Any action required by the statutes to be taken at a meeting of the Members or any action which may be taken at a meeting of the Members may be taken without a meeting in a consent, in writing, setting forth the action so taken shall be signed by all of the Members required to vote affirmatively with respect to the subject matter thereof, and such consent shall have the same force and effect as the required affirmative vote of Members.

Section 12. Any conflict between one or more provisions of these Bylaws and one or more provisions of the Articles shall be resolved in favor of the provision(s) set forth in the Articles. Any conflict between one or more provisions of these Bylaws and one or more provisions of the Declaration shall be resolved in favor of the provision(s) set forth in the Declaration.

Section 13. The order of business at all Association meetings shall be as follows:

(1) Election of Chairman, if the President is unavailable to preside;
(2) Roll call and certification of proxies;
(3) Proof of notice of meeting or waiver of notice;
(4) Reading of minutes of preceding meeting;
(5) Report of officers;
(6) Report of committees;
(7) Election of officers and directors, if necessary;
(8) Unfinished business;
(9) New business; and
(10) Adjournment.

ARTICLE XII
General Provisions

Report to Members

Section 1. The Board of Directors must, when requested by Members entitled to cast at least one-third (1/3) of all of the voting rights in the Corporation, present written reports of the business and condition of the Corporation.

Fiscal Year

Section 2. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

ARTICLE XIII
Books and Records

Section 1. The Association shall keep at all times a copy of the following records at its principal office:

(a) The name and principal address of Declarant, the Association, and the Condominium;

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

(c) Current rules and regulations of the Association;

(d) The most recent balance sheet, income statement, and approved budget for the Association or, if there has never been an approved budget, then the projected budget, all of which shall comply with the requirements of the applicable provisions of the Tennessee Nonprofit Corporation Act. Such budget shall include, without limitation the following:

(i) A statement of the amount or a statement that there is no amount, included in the budget as a reserve for repairs and replacements, and whether or not any study has been done to determine their accuracy, and if a study has been done, where the same shall be made available for review and inspection;

(ii) A statement of other reserves;

(iii) The projected aggregate annual Common Expense Assessment by category of expenditures for the Association;

(iv) The projected monthly Common Expense Assessment, or the method of calculating each Unit's share of such Assessment, for each type of Unit;

(v) A description of any indebtedness secured by the Common Elements or other amenities owned by the Association or available for the use of the Unit Owners; and

(vi) A description of any lease affecting the Common Elements or amenities owned by the Association or available for the use of the Unit Owners;

(e) Minutes of all meetings of Association members and/or the Board of Directors of the Association, and the records of all actions taken by Unit Owners without a meeting for the previous three (3) years;

(f) The current monthly assessment and any Special Assessment applicable to each Unit, and the amount of any delinquencies in any Assessments applicable to each Unit.

(g) Any fees or assessments due as a result of a transfer of a Unit.

(h) The amount and nature of any additional fees imposed for use by any member of the Common Elements or other amenities.

(i) Information regarding any unsatisfied judgments and current descriptions of any pending suits against the Association.

(j) All binders and Certificates of Insurance maintained by the Association, which sets forth the types of coverage, limits and deductibles of such insurance;

(k) Information regarding pending suits filed by the Association, other than the collection of delinquent Assessments;

(l) Total amounts of current monthly, annual or special Assessments for all Units in the Condominium that are more than sixty (60) days past due.

(m) All written communications to Unit Owners generally within the past three (3) years, including the past three (3) years' annual financial statements;

(n) A list of the names and business or home addresses of its current Directors and officers; and

(o) The most recent annual report delivered to the Tennessee Secretary of State.

Section 2. The Association, upon request from a Unit Owner, a purchaser, or a lender to either of the foregoing, or their respective authorized agents, shall provide to the requesting party, within ten (10) business days following the date of the Association's receipt of such request and reimbursement of reasonable copy charges therefor, copies of the information set forth in Article XIII, Section 1 above, to the extent applicable, and shall also provide a statement of whether the Board of Directors is still under Declarant control and, if so, when that period of control ends. It shall be the responsibility of a Unit Owner to advise a purchaser or lender, upon request, how the Association may be contacted. The Association shall be entitled to charge a reasonable fee for providing such information which, if not paid, may be assessed against the Unit whose Owner, purchaser or lender requested such information.

The party who requested such information shall be entitled to rely on the information provided, unless such party has actual knowledge to the contrary. Any request to be made or information to be provided under this Section shall be provided in writing or by electronic means which may include, without limitation, by email or posting a web site and providing a link and access to such web site.

ARTICLE XIV
Indemnification

Section 1. The Corporation shall defend and indemnify any director or officer or former director or officer of the Corporation for expenses and costs (including attorneys' fees) actually and necessarily incurred by such director or officer in connection with any claim asserted against such director or officer, by action in court or otherwise, by reason of such director's or officer's being or having been such director or officer, except in relation to matters as to which he shall have been guilty of gross negligence or willful misconduct in respect of the matters in which indemnity is sought.

Section 2. If the Corporation has not fully indemnified such director or officer, the court in the proceeding in which any claim against such director or officer has been asserted or any court having the requisite jurisdiction of any action instituted by such director or officer on such director's or officer's claim for indemnity, may assess indemnity against the Corporation,

its receiver, or trustee, for the amount paid by such director or officer in satisfaction of any judgment or in compromise of any such claim (exclusive in either case of any amount paid to the Corporation), and any expenses and costs (including attorneys' fees) actually and necessarily incurred by such director or officer in connection therewith to the extent that the court shall deem reasonable and equitable, provided, nevertheless, that indemnity may be assessed under this Section only if the court find that the person indemnified was not guilty of gross negligence or willful misconduct in respect of the matter in which indemnity is sought.

ARTICLE XV
Amendment

Declarant may amend the bylaws during the Declarant Control Period as defined in the Declaration, but within such period as provided by the Act. Subsequent to the expiration of the Declarant Control Period, these Bylaws may be altered, amended, or repealed by the vote of at least sixty-seven percent (67%) of the Unit Owners.

ARTICLE XVI
Declarant Control

Notwithstanding anything contained herein to the contrary, the provisions of these Bylaws shall be subject and subordinate to the Tennessee Condominium Act of 2008, as codified at Tennessee Code Annotated section 66-27-201 *et seq*. Subject to the Act, the Declaration provides for certain periods of Declarant control of the right to appoint and remove officers and directors of the Corporation.

TRUE COPY CERTIFICATION

I, **WILLIAM T. SMITH**, 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.

Wm T. A

Signature

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Jonna L. Hall, a notary public for this county and state, **WILLIAM T. SMITH**, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 10-17-2023

Notary's Seal:

