AFTER RECORDING RETURN TO:
ROBERT D. BURTON
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

Karen Johnson Davidson County
Batch# 399293 DEEDMAST
05/12/2020 02:47:59 PM 115 pgs
Fees: $577.00 Taxes: $0.00
20200512-0049291

MASTER CONDOMINIUM DECLARATION
FOR
1200 BROADWAY MASTER CONDOMINIUM

Made and Established on May 7, 2020

TABLE OF CONTENTS

Page

ARTICLE 1 DEFINITIONS 1

ARTICLE 2 PROPERTY SUBJECT TO DOCUMENTS 11

2.01. **Subject To Documents** 11
2.02. **Recorded Easements and Licenses** 11

ARTICLE 3 MASTER UNITS, COMMON ELEMENTS AND SUB-UNITS 11

3.01. **Creation of Units; Plat and Plans** 11
3.02. **Description of Master Units and Common Elements** 12
3.03. **Sub-Condominiums** 14
3.04. **Allocation of Interests in Common Elements** 16
3.05. **Inseparability of Units; No Partition** 17
3.06. **Permissible Relationships; Description** 17
3.07. **Mortgage of Master Unit** 18

ARTICLE 4 USES, RESERVATIONS AND RESTRICTIONS 18

4.01. **Permitted Uses** 18
4.02. **Leasing Restrictions** 18
4.03. **Signage Rights** 18
4.04. **Compliance with the Documents** 20
4.05. **Rights of Declarant** 20
4.06. **Easements** 22
4.07. **Encroachments** 25

ARTICLE 5 MATTERS REGARDING THE MASTER ASSOCIATION 26

5.01. **General** 26
5.02. **Allocation of Votes in the Master Association** 26
5.03. **Right of Action by Owners and the Master Association; Release** 26
5.04. **Appointment of Directors on the Board** 27
5.05. **Limitation of Liability of Officers, Directors, Employees and Agents of the Master Association** 27
5.06. **Major Decisions** 27
5.07. **Unilateral Decisions** 27

ARTICLE 6 MAINTENANCE, ALTERATIONS, TAXES AND UTILITIES 27

6.01. **Maintenance** 27
6.02. **Failure of Owner to Maintain Master Unit, General Common Elements, Limited Common Elements, or Easements** 29
6.03. **Disputes** 29

TABLE OF CONTENTS
(continued)

Page

6.04. Additions, Alterations or Improvements by Owner 30
6.05. Mechanic's Liens; Indemnification 30
6.06. Taxes 30
6.07. Utilities 32

ARTICLE 7 INSURANCE 32
7.01. Requirements 32
7.02. Insurance by the Master Association 33
7.03. Insurance on Master Units 33
7.04. Master Association as Insurance Trustee for the Owners 33
7.05. Other Insurance Requirements 34

ARTICLE 8 ASSESSMENTS 35
8.01. Regular and Special Assessments by the Master Association 35
8.02. Additional Assessments 36
8.03. Obligation to Pay Assessments 37
8.04. Assessments on Behalf of Master Parking Unit Owner 37
8.05. Lien to Secure Payment of Assessments 37
8.06. Commencement of Obligation to Pay Assessments 38
8.07. Notice of Default 39
8.08. Alternative Actions 39
8.09. Statement of Expenses and Access to Records 39
8.10. Subordination of Lien for Assessments 39

ARTICLE 9 LOSS AND OBSOLESCENCE 39
9.01. Loss or Damage 39
9.02. Damaged Master Units 40
9.03. Damaged Sub-Units 40
9.04. Obsolescence of Common Elements 40
9.05. Obsolescence of the Property 41
9.06. The Master Association as Attorney-in-Fact 41
9.07. Matters Relating to Restoration and Repairs 41

ARTICLE 10 CONDEMNATION 42
10.01. General Provisions 42
10.02. Taking of All or Substantially All of One Master Unit 42
10.03. Partial Taking of a Master Unit 43
10.04. Taking of Common Elements 43
10.05. Taking of Several Master Units 43
10.06. Complete Taking of Property 44

TABLE OF CONTENTS
(continued)

Page

10.07. Payment of Awards and Damages 44
10.08. Sub-Unit Condemnation 45

ARTICLE 11 RESOLUTION OF DISPUTES AND CONSTRUCTION DISPUTES 45
11.01. Disputes 45
11.02. Construction Disputes 46
11.03. General 48

ARTICLE 12 MISCELLANEOUS 49
12.01. Revocation or Termination of Master Declaration 49
12.02. Amendment to Master Declaration 49
12.03. Partial Invalidity 50
12.04. Conflicts 50
12.05. Captions and Attachments 50
12.06. Usury 51
12.07. Use of Number and Gender 51
12.08. Indemnification 51
12.09. Governing Law 52
12.10. Notice 52
12.11. Estoppel Certificates 52

ARTICLE 13 MORTGAGEE PROTECTION PROVISIONS 52
13.01. Notice Provisions 52
13.02. Cure Rights 53
13.03. No Invalidity of Mortgage Lien 54
13.04. Mortgagee Requirements 54
13.05. Unpaid Assessments 54
13.06. Books and Records 54
13.07. Priority of Rights 54
13.08. Required Percentage 54

MASTER CONDOMINIUM DECLARATION FOR 1200 BROADWAY MASTER CONDOMINIUM

1200 BROADWAY, LLC, a Delaware limited liability company (the "**Declarant**"), is the owner of the Property and hereby submits the Property to the terms and provisions of this Master Declaration and the Tennessee Condominium Act of 2008, Tennessee Code Annotated, Section 66-27-201 et seq., for the purpose of creating the 1200 Broadway Master Condominium.

NOW, THEREFORE, it is hereby declared that the Property will be held, sold, conveyed, leased, occupied, used, insured, and encumbered with this Master Declaration, which will run with the Property and be binding upon all parties having right, title, or interest in or to the Property, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof.

ARTICLE 1
DEFINITIONS

Unless otherwise defined in this Master Declaration, terms defined in Section 66-27-203 et seq. of the Act have the same meaning when used in this Master 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.

1.01. "**Access Easement**" means the easement as more particularly described in Subsection 4.06(a) of this Master Declaration.

1.02. "**Act**" means the Tennessee Condominium Act of 2008, Tennessee Code Annotated, Section 66-27-201 et seq., as it may be amended from time to time.

1.03. "**Additional Assessments**" means charges established and assessed by the Master Association pursuant to Article 8 of this Master Declaration.

1.04. "**Affiliate**" means any Person who controls, is controlled by, or is under common control with another Person.

1.05. "**Affiliate of Declarant**" means "affiliate of a declarant" as defined in Section 66-27-203(1) of the Act.

1.06. "**Allocated Interests**" are the undivided interests of each Owner in the Common Elements, the Common Expenses and the votes in the Master Association allocated to each Master Unit as shown on Attachment 1 to this Master Declaration (except as Common Expenses may otherwise be allocated pursuant to the Allocation Document), as may be reallocated in accordance with the Reallocation Percentages, as required from time to time, pursuant to the provisions of this Master Declaration.

1.07. "**Allocation Document**" means the document entitled "1200 Broadway Master Condominium Maintenance and Expense Allocations" executed of even date herewith by the Declarant and which is incorporated herein by reference for all purposes.

1.08. "**Approved Signage Locations**" means the portions of the Building Skin generally depicted on Attachment 6 attached hereto, which locations are contemplated to include exterior Signage benefitting each respective Master Unit and/or its Tenants. The Approved Signage Locations are particular to each Master Unit and/or its Tenants.

1.09. "**Assessments**" means the Regular Assessments, Special Assessments and Additional Assessments and any interest thereon assessed in accordance with Section 8.03 of this Master Declaration.

1.10. "**Board**" means the Board of Directors of the Master Association.

1.11. "**Building**" means the building located on the Land in which the Master Parking Unit, Master Unit C1, Master Unit C2, Master Unit C3 and Master Unit MF are located, including the Structure thereof.

1.12. "**Bylaws**" mean the bylaws of the Master Association, attached as Attachment 2 to this Master Declaration, as amended from time to time.

1.13. "**Charter**" means the charter of the Master Association filed with the Secretary of State of Tennessee, attached as Attachment 3 to this Master Declaration, as amended from time to time.

1.14. "**Charges**" means any costs, expenses, dues, interest, fees, late fees, fines, collection costs, attorneys' fees and any other sums arising under the Documents due and payable to the Master Association or to an Owner from one or more Owners or a Tenant, other than Common Expenses.

1.15. "**Common Elements**" means all portions of the Property, **SAVE AND EXCEPT** the Master Units, expressly including the land underlying the Property. All Common Elements are "General Common Elements" except if such Common Elements have been allocated as "Limited Common Elements" by this Master Declaration for the exclusive use of one or more but less than all of the Master Units. The Regime has been established in such a manner to minimize Common Elements, both General and Limited. Most components which are typically considered "common elements" in a condominium have instead been designated herein as part of a specific Master Unit.

1.16. "**Common Elements Easement**" means the easement as more particularly described in Subsection 4.06(b) of this Master Declaration.

1.17. "**Common Expenses**" means the expenses incurred or anticipated to be incurred by the Master Association for preserving and enhancing the Regime, including but not limited

to the operation, maintenance, repair and replacement of Common Elements, replacement reserves for Common Elements and property owned by the Master Association, reserves for the operation of the Master Association, the management, administration and operation of the Master Association, the administration and enforcement of the Documents, any expense classified as a "Common Expense" under this Master Declaration or budgeted in accordance with the Allocation Document, and for any expense reasonably related to the purposes for which the Master Association was formed.

1.18. "**Construction Dispute**" means any claim, grievance or other dispute involving Declarant or any Affiliate of Declarant, including any construction company which has been engaged by the Declarant or an Affiliate of the Declarant to construct any Improvements, and arising out of or relating to the engineering, design or construction of the Property, including the interpretation or enforcement of any warranty.

1.19. "**County**" means Davidson County, Tennessee.

1.20. "**Damaged Master Unit**" means one or more Master Units damaged or destroyed by fire or other casualty.

1.21. "**Damaged Sub-Unit**" means one or more Sub-Units damaged or destroyed by fire or other casualty.

1.22. "**Declarant**" means **1200 BROADWAY, LLC**, a Delaware limited liability company. Notwithstanding any provision in this Master Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively, or non-exclusively, any of Declarant's privileges, exemptions, rights and duties under this Master Declaration to any Person. Declarant may also, by Recorded written, permit any other Person to participate, in whole, in part, exclusively, or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Master Declaration.

1.23. "**Declarant's Mortgagee**" means any Person that is the holder of any bona fide indebtedness which is the result of an arm's length negotiation, that is secured by a first lien or encumbrance upon any portion of the Regime owned by Declarant.

1.24. "**Designee**" means a Person acting at the request of another Person, including contractors, subcontractors, employees, agents, representatives and licensees.

1.25. "**Development Right**" shall have the meaning assigned to such term in the Act.

1.26. "**Director**" means a member of the Board.

1.27. "**Dispute**" means any claim, grievance or other dispute, other than a Construction Dispute, arising out of or relating to: (a) any conflict or dispute arising between or among the Master Association and one or more Owners (including any conflict or dispute relating to a Major Decision) to the extent that such conflict or dispute relates to the Regime;

(b) the proper party to bear a maintenance cost or expense or a capital expenditure or the proper amount of the expense, fee or Assessment to be charged or collected pursuant to the Documents; (c) the rights, obligations and duties of any Owner or Declarant under the Documents; (d) the authority of the Master Association or Declarant under any Legal Requirement or under the Documents to: (i) require any Owner to take any action or not to take any action involving such Owner's Master Unit; or (ii) alter, subtract from or add to the Common Elements or the Regime; or (e) the failure of the Master Association, in accordance with the Legal Requirements and the Documents to: (i) properly conduct elections, (ii) give adequate notice of meetings or actions, (iii) properly conduct meetings, or (iv) allow inspection of the Master Association's books or records. The following shall not be considered "Disputes" unless all parties shall otherwise agree to submit the matter to the dispute resolution provisions of Article 11 of this Master Declaration: (1) any suit by the Master Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary to maintain the status quo and preserve the Master Association's ability to enforce the provisions of the Documents; (2) any action permitted under Article 8 of this Master Declaration in connection with the enforcement of any Owner's obligation to pay Assessments under this Master Declaration or collection of any past due or unpaid Assessments; (3) any suit between Owners that does not include Declarant or the Master Association or if such suit asserts a dispute that would constitute a cause of action independent of any of the Documents; (4) any disagreement that primarily involves title to any Master Unit or the Common Elements; or (5) any suit in which the applicable statute of limitations would expire within one-hundred eighty (180) days of the giving of notice as provided in Article 11 of this Master Declaration unless the Persons against whom the Dispute is made agree to toll the statute of limitations for a period of time necessary to comply with Article 11 of this Master Declaration.

1.28. "**Documents**" mean, individually or collectively as the case may be, this Master Declaration, the Plat and Plans, the Charter, the Bylaws, the Rules, the Allocation Document, and the Act, as each may be amended from time to time. An appendix, attachment, schedule, or certification accompanying a Document is a part of that Document.

1.29. "**Easement**" means, collectively, the easements described in Section 4.06 and Section 4.07 of this Master Declaration.

1.30. "**Environmental Laws**" means any federal, state or local law, statute, ordinance or regulation, whether now or hereafter in effect, pertaining to health, industrial hygiene or the environmental conditions on, under, or about the Land or the Improvements, including without limitation, the following, as now or hereafter amended: Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C.A. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613; Resource, Conservation and Recovery Act, 42 U.S.C.A. § 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C.A. § 2601 et seq.; Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C.A. § 11001 et seq.; Clean Water Act, 33 U.S.C.A. § 1251 et seq.; Clean Air Act, 42 U.S.C.A. § 7401 et seq.; and any corresponding state laws or ordinances; and regulations,

rules, guidelines or standards promulgated pursuant to such laws, statutes and regulations, as such statutes, regulations, rules, guidelines and standards are amended from time to time.

1.31. "**General Common Elements**" means all portions of the Common Elements that are not Limited Common Elements, including those more particularly described in Subsection 3.02(c) of this Master Declaration.

1.32. "**Governmental Authority**" means any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental entity (federal, state, county, district, municipal, or otherwise) whether now or hereafter in existence.

1.33. "**Governmental Impositions**" means all real estate and personal property taxes, assessments, standby fees, excises and levies, and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which at any time prior to or after the execution of this Master Declaration, may be assessed, levied or imposed upon the Regime or any Master Unit therein by any Governmental Authority.

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

1.35. "**Insurance Proceeds**" means any and all proceeds that an Owner or the Master Association is entitled to receive from an insurance company as a result of a casualty loss, including such proceeds in connection with a casualty loss to a Master Unit, the Common Elements or to Improvements within an Easement area established pursuant to this Master Declaration.

1.36. "**Insurance Trustee**" means the Master Association acting in the capacity of a trustee in accordance with the provisions of Section 7.04 of this Master Declaration to negotiate losses under any property insurance policies required to be obtained by the Master Association in this Master Declaration.

1.37. "**Land**" means that certain real property located in the County and more particularly described in Attachment 4 to this Master Declaration, together with all and singular the rights and appurtenances pertaining thereto, including any additional real property that becomes part of the Property, and, to the extent appurtenant, the Easements.

1.38. "**Legal Requirements**" means any and all then-current judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to any Owner's use and enjoyment of the Regime, any Master Unit or the

Property, including zoning ordinances, subdivision and building codes, flood disaster laws and applicable architectural barrier, health and Environmental Laws.

1.39. "**Limited Common Elements**" means those portions of the Common Elements that are allocated by this Master Declaration and the Plat and Plans for the exclusive use of less than all of the Master Units, including those more particularly described in Subsection 3.02(d) of this Master Declaration.

1.40. "**Maintenance Standard**" means good repair in a first class condition, including the operation, upkeep, repair and restoration, ordinary wear and tear excepted, to the extent necessary to maintain the Regime or a Master Unit, as applicable, in a condition reasonably suitable for its intended purpose.

1.41. "**Major Decision**" means any action with respect to any matter coming before the Master Association, or initiated by the Master Association, Declarant, or an Owner relating to: (a) architectural or aesthetic changes to the exterior of the Improvements that could have a Material Adverse Effect on another Owner or another Owner's Master Unit; (b) structural changes to the Improvements and/or the Systems that could have a Material Adverse Effect on another Owner or another Owner's Master Unit; (c) changes to the Documents that could have a Material Adverse Effect on another Owner or another Owner's Master Unit; and (d) any other matter that could have a Material Adverse Effect on another Owner or another Owner's Master Unit.

1.42. "**Manager**" means any professional manager or management company with whom the Master Association contracts for the day-to-day management of either or both of the Property or the administration of the Master Association and the Regime.

1.43. "**Majority**" means more than half.

1.44. "**Master Association**" means the 1200 Broadway Master Condominium Association, Inc., a Tennessee nonprofit corporation organized under the Act and the TNCA and created for the purposes and possessing the rights, powers, authority and obligations set forth in the Documents.

1.45. "**Master Budget**" means the budget prepared by the Master Association that includes the anticipated Common Expenses and any Additional Assessments for the ensuing fiscal year.

1.46. "**Master Declaration**" means this Master Condominium Declaration for 1200 Broadway Master Condominium and all amendments thereto, which shall be Recorded.

1.47. "**Master Unit**" means the physical portion of the Property designated by this Master Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans, and further described in Section 3.02 of this Master Declaration.

1.48. "**Master Parking Unit**" means the Master Unit as more particularly described in Section 3.02 of this Master Declaration and the Plat and Plans.

1.49. "**Master Parking Unit Expenses**" means the costs and expenses directly related to the Master Parking Unit or for which the Owner of the Master Parking Unit is primarily responsible, subject to its right to allocate such expenses to other Owners in accordance with the agreements with such Owners, including those relating to: (i) maintenance and repair of the Master Parking Unit; (ii) casualty, public liability and other insurance coverages required or permitted to be maintained by the Owner of the Master Parking Unit; (iii) Governmental Impositions levied and assessed on the Master Parking Unit; (iv) utilities relating to the Master Parking Unit; and (v) such other costs and expenses as may be reasonably related to the proper maintenance, care, operation and management of the Master Parking Unit as determined from time to time by the Owner of the Master Parking Unit.

1.50. "**Master Unit C1**" means the Master Unit as more particularly described in Section 3.02 of this Master Declaration and the Plat and Plans.

1.51. "**Master Unit C2**" means the Master Unit as more particularly described in Section 3.02 of this Master Declaration and the Plat and Plans.

1.52. "**Master Unit C3**" means the Master Unit as more particularly described in Section 3.02 of this Master Declaration and the Plat and Plans.

1.53. "**Master Unit MF**" means the Master Unit as more particularly described in Section 3.02 of this Master Declaration and the Plat and Plans.

1.54. "**Material Adverse Effect**" means any act, event, condition or circumstance that could materially and adversely affect the business, operations, condition (financial or otherwise), or value of a Master Unit.

1.55. "**Member**" means a member of the Master Association, unless the context indicates that member means a member of the Board or a member of a committee of the Master Association.

1.56. "**Mortgagee**" means any Person, including Declarant's Mortgagee, that is the holder, insurer or guarantor of any bona fide indebtedness which is the result of an arm's length negotiation, that is secured by a first lien or encumbrance upon a Master Unit and which has provided the Master Association with written notice of its name, address and a description of the Master Unit encumbered thereby.

1.57. "**Occupant**" means any Person, including any Owner, having a right to occupy or use all or any portion of a Master Unit for any period of time.

1.58. "**Owner**" means any Person (including Declarant) owning fee title to a Master Unit, or in the event a Master Unit, in its entirety, is subject to a ground lease, the leasehold

interest under such ground lease, but excluding: (a) any Person having an interest in a Master Unit solely as security for an obligation; and (b) a Sub-Unit Owner.

1.59. "**Past Due Rate**" means the maximum effective annual rate of interest as determined by the department of financial institutions of the State or, if no maximum lawful rate exists, the rate of 18% per annum.

1.60. "**Person**" means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other legal entity, including any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

1.61. "**Plat and Plans**" means the plat and plans attached hereto as Attachment 5 to this Master Declaration and made a part of this Master Declaration, including a survey plat of the Land and dimensional drawings that horizontally and vertically identify and describe the Master Units and the Common Elements.

1.62. "**Priority Lien Indebtedness**" means any bona fide indebtedness, which is the result of an arm's-length negotiation that is secured by a first lien or encumbrance upon the Property and/or a Master Unit.

1.63. "**Property**" means the Land and the Improvements.

1.64. "**Reallocation Percentage**" means the percentage of the undivided interest of each Owner in the Common Elements as set forth in a Recorded amendment to this Master Declaration (if applicable), determined in the same manner as the measurement used to establish the initial Allocated Interests set forth on Attachment 1 to this Master Declaration.

1.65. "**Record**", "**Recorded**", or "**Recordation**" means to record or to be recorded in the Registrar's Office of the County where instruments concerning real property are recorded.

1.66. "**Regime**" means the Property, Master Units, Sub-Units (if established), General Common Elements, and Limited Common Elements that comprise the condominium regime established by this Master Declaration.

1.67. "**Regular Assessments**" means the Common Expenses established and assessed by the Master Association pursuant to Article 8 of this Master Declaration.

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

1.69. "**Roof Easement**" means an easement as more particularly described in Subsection 4.06(c) of this Master Declaration.

1.70. "**Roof Easement Area**" means the area of the roof of the Building as more particularly described in Subsection 4.06(c) of this Master Declaration.

1.71. "**Rules**" mean the rules and regulations of the Master Association adopted in accordance with the Documents or the Act. The Rules may be modified from time to time by the action of a Majority of the Board, but no rule or modification to a rule will prohibit or unreasonably interfere with any use of a Master Unit if such use complies with the Legal Requirements.

1.72. "**Sidewalk Easement – Master Unit C1**" means an easement as more particularly described in Subsection 4.06(h) of this Master Declaration.

1.73. "**Sidewalk Easement Area – Master Unit C1**" means the area shown and designated as the Sidewalk Easement Area – Master Unit C1 on the Plat and Plans.

1.74. "**Signage**" means any signage, lettering, decorations, banners, advertising or marketing media, awnings, canopies, window covering, or any other form of expression on the Skin or in the interior of the Improvements if the same is visible from the exterior of the Improvements.

1.75. "**Signage Easement – Master Unit C1**" means an easement as more particularly described in Subsection 4.06(i) of this Master Declaration.

1.76. "**Signage Easement Area – Master Unit C1**" means the area shown and designated as the Signage Easement Area – Master Unit C1 on the Plat and Plans.

1.77. "**Signage Rights**" means the right to affix Signage to the Skin, subject to the prior written consent of Declarant or its designee, and as further described in Section 4.03 of this Master Declaration.

1.78. "**Skin**" means the exterior surface of the Improvements or the portions thereof, as applicable, not including the roof.

1.79. "**Special Assessments**" means Special Common Expenses established and assessed pursuant to Article 8 of this Master Declaration.

1.80. "**Special Declarant Rights**" means rights reserved for the benefit of the Declarant to: (a) complete the Improvements indicated on the Plat and Plans; (b) exercise any Development Right; (c) maintain sales offices, management offices, signs advertising the Regime, and models described in Subsection 4.05(c) of this Master Declaration; (d) use any Easement through the Common Elements for the purpose of making Improvements within the Regime or the Property; (e) make the Regime part of a larger condominium or planned community; (f) make the Regime subject to the Master Association; and (g) exercise any other rights reserved by Declarant in this Master Declaration.

1.81. "**State**" means the State of Tennessee.

1.82. "**Structure**" means all foundations, footings, columns, flat slabs, sheer walls, girders, support beams, post tension cables or rods and including any and all other structural components that support, uphold or are a part of the Building or any other Improvement.

1.83. "**Sub-Association**" means a nonprofit corporation formed under and pursuant to the TNCA created as a part of a Sub-Condominium to act on behalf of the Sub-Unit Owners.

1.84. "**Sub-Condominium**" means a condominium which may be formed by an Owner, pursuant to a Sub-Declaration, the name of which is to be determined by the Owner. The Sub-Declaration must designate a Sub-Association to act on behalf of all Sub-Unit Owners.

1.85. "**Sub-Declaration**" means an independent declaration of condominium regime Recorded to create a Sub-Condominium from one or more Master Units or a portion of one or more Master Units. Notwithstanding the foregoing, the Recording of a Sub-Declaration will not constitute a subdivision of the Property for zoning or regulatory purposes.

1.86. "**Sub-Unit**" means a portion of any Master Unit designated for separate ownership as created and identified in a Sub-Declaration for a Sub-Condominium executed by the Owner of such Master Unit and Recorded.

1.87. "**Sub-Unit Owner**" means any Person who holds fee simple title to a Sub-Unit, together with an undivided interest in the common elements of a Sub-Condominium, but excluding a Person having an interest in a Sub-Unit solely as security for an obligation.

1.88. "**Support Easement**" means an easement as more particularly described in Subsection 4.06(d) of this Master Declaration.

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

1.90. "**Systems Easement**" means an easement as more particularly described in Subsection 4.06(e) of this Master Declaration.

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

1.92. "**Tenant**" means any Person having the right to occupy a Master Unit or a portion of a Master Unit pursuant to a lease or other occupancy agreement granted by an Owner, or pursuant to a sublease.

1.93. "**TNCA**" means the Tennessee Nonprofit Corporation Act, as amended from time to time.

1.94. "**Unilateral Decisions**" means any matter that is governed by the Documents that is not a Major Decision when made or effected by the Master Association, the Declarant, an Owner or any other Person.

1.95. "**Utility Easement**" means the easement described in Subsection 4.06(f) of this Master Declaration.

ARTICLE 2
PROPERTY SUBJECT TO DOCUMENTS

2.01. **Subject To Documents**. The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements set forth in this Master Declaration, including rights reserved by the Declarant under this Master Declaration, which run with the Property, bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns.

2.02. **Recorded Easements and Licenses**. In addition to the terms, covenants, conditions, restrictions, liens, and easements contained in this Master Declaration, the Property is subject to all easements, licenses, leases, and encumbrances, including those described on Plat and Plans, and any easements, licenses, leases, and encumbrances shown or referenced on a Recorded plat, each of which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Master Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by such easements, licenses, leases, and encumbrances.

ARTICLE 3
MASTER UNITS, COMMON ELEMENTS AND SUB-UNITS

3.01. **Creation of Units; Plat and Plans**.

(a) The Master Units. The Property is hereby divided into fee simple estates composed of five (5) separately designated Master Units, being the Master Parking Unit, Master Unit C1, Master Unit C2, Master Unit C3 and Master Unit MF, and each such Master Unit's undivided interest in and to the Common Elements. The maximum number of Master Units which may be created in the Regime is ten (10). Each Master

Unit, together with such Master Unit's undivided interests in the Common Elements is for all purposes a separate parcel of and estate in real property. The separate parcels of and estates in real property designated hereby shall be created on the date this Master Declaration is Recorded, and shall continue until this Master Declaration is revoked or terminated in the manner provided in this Master Declaration.

(b) The Plat and Plans. The Plat and Plans sets forth the following: (i) a general description and diagrammatic plan of the Regime; (ii) the location and dimension of all real property subject to the Development Rights; (iii) all major Improvements, including each Master Unit, showing its location within the Building and floor(s), if applicable; and (iv) such other information as is desirable or required pursuant to the Act, including a certification as to compliance with the Act. The measurements set forth on the Plat and Plans as to each Master Unit are approximate values taken from the plans and specifications for the Property and may not be precisely accurate as to any Master Unit due to variances in construction, Building dimensions, and interior floor plans. NEITHER DECLARANT NOR ANY OWNER SHALL BE LIABLE TO ANY OTHER OWNER AS A RESULT OF ANY DISCREPANCIES IN ACTUAL MASTER UNIT MEASUREMENTS FROM THOSE SET FORTH ON THE PLAT AND PLANS, AND EACH OWNER, BY ACCEPTING A DEED TO A MASTER UNIT OR SUB-UNIT, WAIVES ANY SUCH CLAIM OR CAUSE OF ACTION. Upon completion of the construction of the Improvements, Declarant (without the joinder of any other Owner) may Record an amendment to this Master Declaration, amending the Plat and Plans to reflect the actual measurements for each Master Unit, any other necessary changes, and amendments to Attachment 1 attached to this Master Declaration to reflect the Reallocation Percentage based upon completion of construction.

3.02. Description of Master Units and Common Elements. Subject to the reservations and Easements created by Declarant in this Master Declaration, the Master Units shall consist of the following and any logical extension thereby as determined in Declarant's reasonable judgment:

(a) Master Parking Unit, Master Unit C1, Master Unit C2, Master Unit C3 and Master Unit MF. The boundaries and identification of Master Parking Unit, Master Unit C1, Master Unit C2, Master Unit C3 and Master Unit MF are shown on the Plat and Plans. The boundaries of each Master Unit are further described as follows:

(i) Vertical (Perimeter) Boundaries. The vertical or perimeter boundaries of each Master Unit are the vertical planes located on the lines showing the dimensions and location of each Master Unit as shown on the Plat and Plans. The vertical boundaries extend from the horizontal boundaries of the Master Unit as described in Subsection 3.02(a)(ii).

(ii) Horizontal (Upper and Lower) Boundaries. The upper and lower boundaries of each Master Unit shall be horizontal planes extended to intersect the vertical boundaries of the Master Unit as described in Subsection 3.02(a)(i). If a Master Unit comprises multiple floors or portions of the same Master Unit are located on the same floor but not contiguous, the horizontal boundary of each portion of the Master Unit is defined pursuant to this Subsection 3.02(a)(ii) independently of the portion of the same Master Unit located on the same or a different floor. The horizontal interstitial spaces between Master Units not otherwise contained within another Master Unit are part of the General Common Elements, e.g., the area between the horizontal boundary of one Master Unit and the horizontal boundary of another Master Unit is part of the General Common Elements.

(iii) Elevations of Horizontal (Upper and Lower) Boundaries. The elevations of each horizontal plane described in Subsection 3.02(a)(ii) are defined on the Plat and Plans.

(iv) Inclusive of Structure and Skin. Without limitation on the foregoing, each Master Unit will include the Structure and Skin which exclusively serves such Master Unit. All or any portion of the Structure and Skin which serves two or more Master Units is part of the General Common Elements.

(b) Additional Information to Interpret Master Unit Boundaries. Except as may be otherwise provided for herein, the Master Unit boundaries will include any and all attachments to, protrusions from and appurtenances attached to and exclusively serving such Master Unit (including the spaces located within any balconies intended to serve the Master Unit) and will exclude any portion of the Common Elements that may be located within such Master Unit's boundaries (as shown on the Plat and Plans). Additionally, to the extent that any Structure, Systems or Improvements exclusively serve or support a Master Unit, such items will be deemed a part of such Master Unit whether located within, outside, or below the Master Unit, and whether or not attached to or contiguous with the Master Unit. Unless otherwise designated as Limited Common Elements, elevator systems (including, but not limited to elevators, elevator shafts, elevator lobbies and all related mechanical and electrical systems) and stairs that serve a single Master Unit (including any part of any system or stairs located outside the boundaries of the Master Unit) will be deemed part of the Master Unit. Furthermore, if any chutes, flues, ducts, conduits, wires, pipes, chases or other apparatus lies partially within and partially outside of the designated boundaries of the Master Unit, any portion thereof which serve only that Master Unit will be deemed to be a part of that Master Unit, while any portions thereof which serve or may serve more than one Master Unit will be deemed as part of the

General Common Elements unless otherwise designated as Limited Common Elements on the Plat and Plans.

In the event that there is a conflict between the boundaries of a Master Unit as described in this Section and as shown on the Plat and Plans, the boundaries of a Master Unit as shown on the Plat and Plans will control. It is the express intent of the Declarant that the property described as being part of each Master Unit will for all purposes herein be treated as and constitute a lawfully described "Unit" as that term is defined in the Act. In the event that there is a final judicial determination by a court of competent jurisdiction that the boundaries of a Master Unit or any portion thereof are so indefinite and vague so as to not create a legally constituted "Unit" within the meaning of the Act, then that portion of the Master Unit that has not been adequately described will be severed from the property deemed a part of the Master Unit (if the remainder of the Master Unit, excluding the severed portion thereof, constitutes a property described "Unit" under the Act) and will thereafter be deemed to be Limited Common Elements reserved to the exclusive use of said Master Unit, subject to the rights and obligations of other Owners with respect to said property.

(c) General Common Elements. As depicted on the Plat and Plans, the General Common Elements shall include all the Common Elements that are not Limited Common Elements.

(d) Subsequent Allocation Of Limited Common Elements. A Common Element not allocated by this Master Declaration as a Limited Common Element may be so allocated only in accordance with the Act or the provisions of this Master Declaration.

3.03. Sub-Condominiums.

(a) Creation of Sub-Units. Each Owner shall have the option and right to create a Sub-Condominium within the boundaries of such Master Unit, subject to loan documents securing any Priority Lien Indebtedness against such Master Unit. The creation of any Sub-Condominium will not modify any obligations, limitations, rights, benefits or burdens established in this Master Declaration, except as set forth in Subsection 3.03(b) of this Master Declaration.

(b) Obligations of Sub-Units. Upon the Recording of a Sub-Declaration and the creation of Sub-Units thereunder, any and all obligations (including the obligations to pay Assessments), liabilities, limitations, and rights, benefits or burdens established in this Master Declaration and that are attributable to ownership of the Master Unit(s) described in the Sub-Declaration, will automatically be apportioned among the Sub-Units and/or the Sub-Association established by the Sub-Declaration. The rights and obligations allocated among Sub-Units and/or the Sub-Association will be determined based on the applicable Sub-Declaration, but in any event all rights and obligations

allocated to the Master Unit will be apportioned to each Sub-Unit and/or the Sub-Association (as applicable) created by the Sub-Declaration. Rights or obligations allocated to Sub-Units will be based on formulas or allocations set forth in the Sub-Declaration creating such Sub-Unit. Upon the Recording of a Sub-Declaration, the Allocated Interests or any other allocated expenses hereunder which had previously been allocated to the Master Unit(s) described in the Sub-Declaration shall be allocated in accordance with the formulas or allocations established in such Sub-Declaration.

In the event a Master Unit is submitted to a Sub-Declaration, but not subdivided therein into Sub-Units, then the Owner of such Master Unit will retain any and all obligations (including the obligations to pay Assessments), liabilities, limitations, and rights, benefits or burdens established in this Master Declaration and that are attributable to ownership of such Master Unit.

Unless otherwise directed in writing by the Master Association, each Sub-Association will collect Assessments levied pursuant to this Master Declaration from the Sub-Units and any Master Unit (if such Master Unit has not been subdivided into Sub-Units) under that Sub-Association's jurisdiction. Each Sub-Association will promptly remit to the Master Association any and all Assessments so collected on its behalf. If a Sub-Association fails to timely collect any portion of the Assessments due from the owner of a Sub-Unit and/or Master Unit, then the Master Association may collect such Assessment allocated to the Sub-Unit and enforce its lien against such Sub-Unit and/or Master Unit without the joinder of the Sub-Association.

The Sub-Declaration will require the formation of a Sub-Association to act on behalf of all Sub-Unit Owners. Upon the creation of a Sub-Condominium, the board of directors of any Sub-Association shall, at the organizational meeting of the board of directors of the Sub-Association, appoint one of its members as the sole representative of the Sub-Condominium as a member of the Master Association. The Master Association shall be required to deal only with such appointed representative and if no member of the board of directors of a Sub-Association is appointed by the board of directors of the Sub-Association, neither the Sub-Condominium nor any Sub-Unit shall have any vote or ability to exercise any rights under this Master Declaration, including bringing legal action against the Master Association.

If a Master Unit is subdivided into Sub-Units, the Master Unit will be relieved and released of all rights and obligations assigned to such Master Unit under this Master Declaration. In the event that a Master Unit is submitted to a Sub-Declaration, but not subdivided therein into Sub-Units, then the Master Unit will in no event be relieved or released of any rights and obligations assigned to such Master Unit under this Master Declaration. Each Sub-Declaration which establishes Sub-Units thereunder must include the following provision:

"Upon the recording of this [Sub-Declaration], all liabilities, costs, expenses, charges and assessments under the Master Declaration attributable to ownership of the [Master Unit] encumbered by this Sub-Declaration are hereby assigned and allocated to each [Sub-Unit] in accordance with the allocations and assignments set forth in this [Sub-Declaration]. The Owner of each [Sub-Unit] is obligated only for its proportionate share of such liabilities, costs, expenses (common or otherwise), charges and assessment as set forth in this Sub-Declaration. EACH OWNER OF A [SUB-UNIT] AGREES TO INDEMNIFY AND HOLD HARMLESS THE [SUB-UNIT DECLARANT] FROM SUCH OWNER'S SHARE OF ANY AND ALL LIABILITIES, COSTS, EXPENSES (COMMON OR OTHERWISE), CHARGES AND ASSESSMENTS ALLOCATED TO SUCH OWNER'S [SUB-UNIT] UNDER THE TERMS AND PROVISIONS OF [THIS SUB-DECLARATION]. This provision does not act to assign any rights retained by the "Declarant" as such term is defined in the Master Declaration or this [Sub-Declaration]".

[THE FOLLOWING PROVISION TO BE ADDED IF A MASTER UNIT IS MADE SUBJECT TO A SUB-DECLARATION -- WHETHER INITIALLY OR IF ADDED BY ANNEXING AMENDMENT -- BUT NOT FURTHER SUBDIVIDED THEREIN]:

"[If a Master Unit is submitted to the terms and provisions of this [Sub-Declaration] but not subdivided into two or more [Sub-Units], such Master Unit will continue to be obligated for all liabilities, costs, expenses (common or otherwise), charges and assessments assigned to such Master Unit pursuant to the Master Declaration.]"

3.04. Allocation of Interests in Common Elements. The Allocated Interest and votes in the Master Association assigned to each Master Unit is set forth on Attachment 1 to this Master Declaration, and is calculated as follows:

(Total gross square footage of the area within each Master Unit)/(Total of gross square footage of the area within all Master Units)

The same formula will be used in the event the Allocated Interests and votes are reallocated as a result of any increase or decrease in the number of Master Units subject to this Master Declaration. In the event an amendment to this Master Declaration is Recorded which reallocates the Allocated Interests and votes as a result of any increase or decrease in the

number of Master Units, the reallocation will be effective on the date such amendment is Recorded. As provided in Subsection 3.03(b) above, the Allocated Interests and votes assigned to a Master Unit will be re-allocated to Sub-Units in the event a Sub-Declaration is Recorded.

3.05. Inseparability of Units; No Partition. Except for: (a) the creation of one or more Sub-Units as permitted pursuant to this Master Declaration; (b) the granting of easements over and across portions of the Property in accordance with the terms and provisions of the Documents; (c) the leasing of all or any portion of a Master Unit; (d) the subdivision of Master Units by Declarant; and (e) as otherwise permitted pursuant to this Master Declaration or the Legal Requirements, each Master Unit will be inseparable, and will be acquired, owned, conveyed, transferred, leased and encumbered only as an entirety. Unless otherwise permitted by this Section 3.05, in no event will a Master Unit be subject to physical partition, and no Owner will bring or be entitled to maintain an action for the partition or division of a Master Unit or Common Elements. Any purported conveyance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements without the Master Unit to which such Common Elements are allocated is void ab initio, with the exception of the conveyance of any Sub-Unit in a Sub-Condominium in accordance with the terms and provisions of the Sub-Declaration establishing the Sub-Condominium, if and when same is created. The combination of Master Units will not affect the allocations with respect to the Master Units so combined or the voting rights pertinent to the combined Master Unit, which will be treated for all such purposes as separate Master Units. Declarant may separate any Master Units it has combined, at its sole expense, into separate and distinct Master Units.

3.06. Permissible Relationships; Description.

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

(b) Description of Master Units. Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Master Unit shall legally describe such Master Unit as follows: "[insert Master Unit name] of 1200 Broadway Master Condominium, located in Davidson County, Tennessee," with further reference to the recording data for this Master Declaration (including the Plat and Plans and any Recorded amendments to this Master Declaration). Every such description shall be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber or otherwise deal with such Master Unit, and any such description shall be construed to include all incidents of ownership relating to a Master Unit. Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Sub-Unit in any Sub-Condominium shall legally describe such Sub-Unit as follows: "Unit __ [insert appropriate Sub-Unit name], a Condominium located in the [insert Master Unit name] within 1200 Broadway Master Condominium, located in Davidson County, Tennessee."

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

ARTICLE 4
USES, RESERVATIONS AND RESTRICTIONS

4.01. Permitted Uses. Master Units may be used in accordance with the Legal Requirements. No Owner shall perform any act or carry on any practice that may cause any offensive odor or vibrations or loud noise (including the use of loudspeakers), or constitute a nuisance or menace to any other Owner or other Person in the Building, and in no event shall any noises, vibrations or odors be emitted from a Master Unit. Additional prohibited uses are set forth on Attachment 7 attached hereto.

4.02. Leasing Restrictions. The leasing of Master Units will be governed by the following provisions:

(a) Provision of Documents. The Owner must provide the Tenant copies of the Documents.

(b) Compliance with Documents. The Tenant will comply with all provisions of the Documents with respect to the use of its leased premises, except to the extent its lease imposes such obligations on the Owner, and will control the conduct of all Occupants of its leased premises to ensure such compliance. The Owner will be responsible for all violations of the Documents by the Owner's Tenant and such Tenant's Occupants, notwithstanding the fact that the Tenant and/or Occupants of the Master Unit may be fully liable and may be sanctioned under the Documents for any such violation.

(c) Master Association Not Liable for Damages. The Owner of a leased Master Unit is liable to the Master Association for any expenses incurred by the Master Association in connection with enforcement of the Documents against the Owner's Tenant or such Tenant's Occupant. The Master Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Master Association's enforcement of the Documents against the Owner's Tenant or Occupant.

4.03. Signage Rights.

(a) Interior Signage. Each Owner, at its sole expense, shall have the right to erect Signage on the interior surfaces of its respective Master Unit provided that such Signage is in compliance with the Legal Requirements.

(b) Exterior Signage. Each Owner, at its sole expense, shall have the right to maintain Signage on the exterior of the Building in the applicable Approved Signage Locations, provided such Owner has first obtained written approval of Declarant or its designee, which approval shall not be unreasonably withheld, conditioned or delayed if such proposed Signage: (i) will be located in one or more of the applicable Approved Signage Locations; and (ii) will not constitute a Major Decision. In the event any Owner desires to erect Signage in a location other than the Approved Signage Locations, installation of Signage in such alternate location shall be a Major Decision for all purposes hereunder, requiring the consent of each of the Owners as well as the Declarant as required in the preceding sentence. Declarant's right to approve all proposed exterior Signage may be assigned, in whole or in part, to any Person, including the Board, in a Recorded written instrument. Additionally, in order to erect Signage on the exterior or the Building, each Owner must meet the following requirements: (A) obtain and maintain all necessary permits and approvals required under all applicable Legal Requirements with respect to the erection and maintenance of its Signage; (B) keep and maintain, or cause to be kept and maintained, its Signage in good condition and repair; and (C) keep or cause to be kept all lighting and other equipment in connection with its Signage in good working order and condition.

(c) Crown Signage. In addition to the Approved Signage Locations set forth on Attachment 6, the Owner of Master Unit MF shall have the exclusive right to erect one or more illuminated building signage improvements atop the Building (collectively, the "**Crown Signage**") in sizes and locations deemed appropriate in the sole and absolute discretion of Master Unit MF, which shall be deemed Approved Signage Locations for all purposes hereunder. For the avoidance of doubt, the foregoing right of the Owner of Master Unit MF to erect Crown Signage shall in all cases be a Unilateral Decision.

(d) Signage Easement. Declarant hereby reserves for the benefit of each Owner an exclusive, assignable, perpetual and irrevocable easement over the Property for reasonable access to and from all Signage installed pursuant to this Master Declaration and to construct, install, use, maintain, repair, replace, improve, remove, operate and license or allow others to do the same, any Signage installed pursuant to this Master Declaration, including the right to utilize electrical power from the Common Elements or a Master Unit, but subject to the right of the Master Association or Owner, as applicable, charging for the actual costs of such electrical power and any sub-metering costs associated with determining electrical usage.

(e) Repair; Indemnification; Other Signage Rights. The Owner of the Master Unit utilizing the Signage Rights shall be responsible for the cost to repair Common

Elements or other Master Units if such repairs are necessitated by use or misuse of their respective Signage Rights. EACH OWNER SHALL INDEMNIFY OTHER OWNERS, THE MASTER ASSOCIATION, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND MEMBERS, INDIVIDUALLY AND COLLECTIVELY, AGAINST LOSSES DUE TO ANY AND ALL CLAIMS FOR DAMAGES OR LAWSUITS, BY ANYONE, ARISING FROM THE USE OR MISUSE OF SUCH OWNER'S SIGNAGE RIGHTS. The Owners are hereby permitted to assign their respective Signage Rights to their Tenants; provided, however, that the Signage Rights may not be used by residential Tenants or Owners of residential Sub-Units of Master Unit MF.

4.04. Compliance with the Documents. Each Owner, by accepting a deed conveying title to a Master Unit, and any Sub-Unit Owner by accepting a deed conveying title to a Sub-Unit, shall be deemed to have agreed to strictly comply with the provisions of the Documents and all Legal Requirements and any Tenant by executing a lease or by occupancy of a Master Unit or Sub-Unit shall be deemed to have agreed to comply with the provisions of the Documents and all Legal Requirements pertaining to the use of its leased premises except to the extent such obligations are the responsibility of the Owner of the Master Unit under its lease. A failure or refusal of an Owner, a Sub-Unit Owner or a Tenant to so comply with provisions of Documents and all Legal Requirements, after written notice, shall constitute a Dispute (to the extent so included within the definition of "Dispute" set forth in Section 1.27 of this Master Declaration) that shall be resolved in accordance with Article 11 of this Master Declaration.

4.05. Rights of Declarant. The following rights are reserved by the Declarant at all times while Declarant or any Affiliate of Declarant owns any Master Unit or any other real property interest in the Regime including an easement interest:

(a) Special Declarant Rights. Declarant hereby reserves the Special Declarant Rights;

(b) Modification, Subdivision and Combination of Master Units. Declarant hereby reserves the right (but not the obligation), by Recording an amendment to this Master Declaration, to supplement or modify any Master Unit by adding additional facilities or deleting facilities, to designate additional portions of the Regime as part of any Master Unit. Declarant hereby reserves the right (but not the obligation), by Recording an amendment to this Master Declaration, to subdivide a Master Unit into additional Master Units or to combine Master Units; provided, however, Declarant may not add or delete facilities from any Master Unit, combine, or subdivide Master Units, unless Declarant or an Affiliate of Declarant is the owner of such Master Unit or Master Units. No such addition or deletion to any such Master Unit or combination of Master Units shall affect the interest in the Common Elements, the share of Common Expenses or the voting rights appurtenant to the Master Units. Any Master Units which are combined shall be treated for all such purposes as separate Master Units. Declarant may separate any Master Units it has combined, at its sole expense, into separate and distinct Master Units as originally set forth on the Plat and Plans. If a

Master Unit is subdivided into additional Master Units, the interest in the Common Elements, the share of Common Expenses or the voting rights appurtenant to each resulting Master Units will be determined using the formulas set forth in this Master Declaration for such allocations. Nothing in this Master Declaration, however, shall obligate Declarant to add to the Regime or otherwise take any of the actions to which Declarant is entitled pursuant to this Subsection 4.05(b), nor shall it act to waive any conditions precedent to such action set forth in any loan documents securing any Priority Lien Indebtedness against a Master Unit;

(c) Model Units, Offices, and Signage. Declarant hereby reserves the right to maintain model units and sales, leasing or management offices, within any Master Unit or Sub-Unit in connection with the sale, leasing and/or management of such Master Unit or any Sub-Units therein, in such location as determined by Declarant. Declarant shall have the right to relocate such model unit and/or office from time to time. Declarant shall have the right to authorize placement, upon the Common Elements, of signs designating any such model unit or sales, leasing or management office, and advertising the sale or leasing of the Master Units (or any part thereof) or Sub-Units. Such signs may be placed in such locations and shall be of such size and character as Declarant may determine; provided, notwithstanding the foregoing, nothing contained in this Subsection 4.05(c) shall limit the use of any Master Unit permitted pursuant to the Legal Requirements;

(d) Improvements to Master Units. Declarant hereby reserves the right, without the vote or consent of the Master Association or any other Owner, to: (i) make alterations, additions or improvements in, to and upon any Master Units owned by Declarant or any Affiliate of Declarant, whether structural or non-structural; and (ii) change the floor plan and layout of any Master Unit owned by Declarant or its Affiliates. However, in no event shall any such alteration, improvement or change interfere with any structural support of any Master Unit or the Common Elements or the provision of utility service to any Master Unit or the Common Elements. All work done in accordance with the provisions of this Subsection 4.05(d) shall be done in compliance with the Documents and all applicable Legal Requirements; and

(e) Inspections and Repairs. Declarant hereby reserves for as long as Declarant or its Designees remain liable under any warranty, whether statutory, express or implied, for any act or omission of Declarant or its Designees in the development, construction, sale and marketing of any portion of the Regime, the right for itself and its Designees, in Declarant's sole discretion and from time to time, to enter the Common Elements and the Master Units for the purpose of making necessary inspections, tests, repairs, improvements or replacements required for Declarant or its Designees to fulfill any of its warranty obligations, provided that no such entry into a Master Unit shall unreasonably interfere with the use of such Master Unit by its Owner. Failure of the Master Association or any Owner to provide such access may result in the appropriate warranty being nullified and of no further force or effect.

Nothing in this Subsection 4.05(e) shall be deemed or construed as Declarant making or offering any warranty, all of which are disclaimed.

In addition to all other rights granted or reserved to Declarant in the Documents, in order that the development of the Regime may be undertaken and established as a fully operating mixed-use development, Declarant shall have the following rights, and the Owners, the Master Association, any Sub-Unit Owner and any Sub-Association shall refrain from interfering with Declarant's activities in such regard: (i) Declarant and its Designees shall have the right to conduct any activity or operations on or in connection with the Regime that Declarant determines to be necessary or advisable in connection with the completion of the development of the Regime, including the right to alter Declarant's construction plans and designs as Declarant deems advisable in the course of development or enlargement of any Improvements; (ii) Declarant and its Designees shall have the right to erect, construct and maintain on any of the Property owned by Declarant or its Affiliates, such structures as may be determined necessary by the Declarant for the conduct of Declarant's or its Affiliates' business of completing said development and the Regime and disposing of the same by sale, lease or otherwise; (iii) Declarant and its Designees shall have the right to conduct on the Property Declarant's business of developing, subdividing, grading and constructing Improvements in the Regime and of disposing of the Master Units (and any Sub-Units) thereon by sale, lease or otherwise; (iv) Declarant shall have the right to determine in Declarant's sole discretion the nature of and the types of Improvements to be constructed as part of the Regime; (v) Declarant shall have the right to Record amendments to this Master Declaration to effectuate or exercise any right reserved by the Declarant pursuant to the Documents; (vi) Declarant and its Designees shall have the right to modify, change, re-configure, remove and otherwise alter any Improvements located on the Common Elements, except as prohibited or limited elsewhere by the Documents or the Legal Requirements; and (vii) Declarant and its Designees shall have the right to enter upon the Property and operate thereon such vehicles and equipment as shall be necessary in the sole discretion of Declarant or its Designees for such purposes. In general, Declarant shall be exempt from all restrictions set forth in this Master Declaration to the extent such restrictions interfere in any manner with Declarant's plans for construction, development, use, sale, lease or other disposition of all or any portion of the Property.

The rights of Declarant under this Section 4.05 may be exercised as to different portions of the Property at different times. Declarant provides no assurance whether any right or rights under this Section 4.05 will be exercised, the portions of the Property as to which such rights may be exercised or as to the order of exercise of any of such rights. The exercise of any right or rights as to any portion of the Property does not obligate Declarant to exercise such right or rights in any other portion of the Property.

4.06. Easements. Each Owner accepts a deed conveying title to a Master Unit subject to the Easements granted and reserved, as applicable, in this Section 4.06, which Easements (and all related rights and obligations related to such Easements arising on or after the date of any transfer) shall run with the Regime.

(a) Access Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Access Easement over, on, under and across each Master Unit as may reasonably be necessary for its own benefit and for the benefit of each Master Unit and the Master Association, as applicable, for: (i) the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom; (ii) access to and the use of any Common Elements or a Master Unit by its Owner, provided no other reasonable means of access exists; (iii) the exercise by Declarant of the Special Declarant Rights, any other rights reserved on behalf of the Declarant under this Master Declaration, or the performance of any obligations of Declarant under the Documents; (iv) the making of emergency repairs therein necessary to prevent damage to the Common Elements or to any Master Unit; (v) the evacuation of all or any part of the Property in the event of an emergency; and (vi) such other reasonable purposes as are deemed by the Master Association to be necessary for the performance of the obligations of the Master Association as described in the Documents.

(b) Common Elements Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Common Elements Easement over, on, under and across the Common Elements for its own benefit and for the benefit of each Master Unit (which is an intended beneficiary of such Common Element) and the Master Association for ingress and egress from each Master Unit and for the use of the Common Elements. The Common Elements Easement shall be maintained by the Master Association in accordance with the Maintenance Standard and Section 6.01 of this Master Declaration.

(c) Roof Easement. Declarant hereby grants a perpetual, irrevocable and non-exclusive Roof Easement over, on and across the Roof Easement Area for the benefit of Master Unit C1, Master Unit C2 and Master Unit C3 for the placement, use and maintenance of Systems serving Master Unit C1, Master Unit C2 and Master Unit C3 upon receiving the Owner of Master Unit MF's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, to use a designated portion of the roof (the "**Roof Easement Area**") for such purposes. The Owners of Master Unit C1, Master Unit C2 and Master Unit C3 shall insure or cause to be insured all Systems installed pursuant to the Roof Easement and the Owners of Master Unit C1, Master Unit C2 and Master Unit C3 are not liable to any Person for any loss or damage from any cause to the Systems installed pursuant to the Roof Easement. The Roof Easement Area shall be maintained in accordance with the Allocation Document.

(d) Support Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Support Easement over, on, under and across any Structure, for its own benefit and the benefit of each Master Unit, to the extent such portion of the Structure provides support for any Improvements located within a Master Unit. The Structure, to the extent comprising a portion of the General Common Elements, shall be maintained by the Master Association in accordance with the Maintenance Standard and Section 6.01 of this Master Declaration.

(e) Systems Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Systems Easement over, on, under and across the Systems for its own benefit and for the benefit of each Owner and the Master Association for the use of and the connection to any portion of the Systems intended for such Owner's or the Master Association's use, except for any portion of the Systems that are intended to exclusively service a Master Unit. The Systems, to the extent comprising a portion of the General Common Elements, shall be maintained by the Master Association or as otherwise provided in the Allocation Document, in accordance with the Maintenance Standard and Section 6.01 of this Master Declaration.

(f) Utility Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Utility Easement over, on, under and across the Common Elements: (i) for its own benefit, the benefit of the Master Association and the benefit of utility companies supplying utility service to the Regime; and (ii) for its own benefit for the right to grant additional Utility Easements. Declarant may Record an easement agreement or easement relocation agreement, specifically locating or relocating any Utility Easement subsequent to the Recordation of this Master Declaration, and each Owner, by acceptance of the deed to a Master Unit, hereby grants Declarant an irrevocable power of attorney, coupled with an interest, with full power and authority to locate or relocate any Utility Easement. This provision is not intended to modify the terms and provisions of any easements granted to a utility company.

(g) Sub-Unit Easements to Benefit Sub-Units. Upon and simultaneously with the Recordation of a Sub-Declaration, the Sub-Unit Owner will, in accordance with the Sub-Declaration, designate all or a portion of the Sub-Unit Owner's rights to the Access Easement, the Common Elements Easement, the Support Easement, the Utility Easement and the Systems Easement, to the Sub-Unit Owners as the common elements of the Sub-Condominium.

(h) Sidewalk Easement – Master Unit C1. Declarant hereby grants, for the sole benefit of Master Unit C1, a perpetual, irrevocable and non-exclusive Sidewalk Easement - Master Unit C1 over, on and across the Sidewalk Easement Area - Master Unit C1. The Sidewalk Easement - Master Unit C1 may be used by one or more Tenants of Master Unit C1, as determined in the sole and absolute discretion of the Owner of Master Unit C1. Specifically, and not by way of limitation, the Owner of Master Unit C1 may limit use of the Sidewalk Easement - Master Unit C1 to a single Tenant of Master Unit C1 and may otherwise include the Sidewalk Easement - Master Unit C1 within any portion of Master Unit C1 leased to such Tenant. All lease proceeds, if any, related to use of the Sidewalk Easement - Master Unit C1 will be retained by the Owner of Master Unit C1. The Sidewalk Easement - Master Unit C1 may be used for any purpose ancillary to use of Master Unit C1 or the business of any Tenant of Master Unit C1, including but not limited to use for kiosks, product displays and demonstrations, placement of Signage, customer seating areas, and storage. The Sidewalk Easement Area - Master Unit C1 shall be maintained in accordance with the Allocation Document.

(i) Signage Easement – Master Unit C1. Declarant hereby grants a perpetual, irrevocable and non-exclusive Signage Easement – Master Unit C1 over, on and across the Signage Easement Area – Master Unit C1 for the benefit of Master Unit C1 for the placement, use and maintenance of Signage of a Tenant leasing space within Master Unit C1. In connection thereto, the Owner of Master Unit C1 shall have the unrestricted right to lease or license the Signage Easement Area – Master Unit C1 or any part thereof to a Tenant for the purposes specified above; provided, however, that such rights shall not be leased or licensed to any party that is not an Owner or Tenant. The Signage Easement Area – Master Unit C1 shall be maintained in accordance with the Allocation Document.

(j) Bicycle Room Access Easement. Declarant hereby grants for the benefit of Master Unit MF a non-exclusive easement over and across portions of the Master Parking Unit reasonably necessary to access the bicycle storage rooms located therein, if any (the "**Bicycle Room Access Easement**"). The Bicycle Room Access Easement reserved hereunder may only be used by the Owner and Occupants of Master Unit MF and their guests and invitees for the parking and storage of bicycles; provided, however, that the Owner of the Master Parking Unit may permit the use of the Bicycle Room Access Easement by other Master Units from time to time, in its sole and absolute discretion. The Bicycle Room Access Easement shall be subject to reasonable rules adopted from time to time by the Owner of the Master Parking Unit, provided that such rules will in no event unreasonably interfere with use of the Bicycle Room Access Easement and such rules shall be applied uniformly on a non-discriminatory basis between Master Unit MF and any other Master Units permitted to utilize the Bicycle Room Access Easement.

(k) Miscellaneous. None of the Easements granted or reserved in this Section 4.06 shall be used in a manner which materially adversely affects the structural integrity of the Improvements.

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

ARTICLE 5
MATTERS REGARDING THE MASTER ASSOCIATION

5.01. General. The Master Association has been incorporated as a nonprofit corporation under the TNCA. In addition to the powers conferred on the Master Association under the TNCA, the Master Association may take all actions authorized by the Documents. Any and all actions taken by the Master Association pursuant to the Documents are binding on all Owners. This Master Declaration is not intended to place any limitations or restrictions on the power of the Master Association or the Board except as set forth in this Master Declaration or the Documents.

5.02. Allocation of Votes in the Master Association. The number of votes allocated to each Master Unit is set forth on Attachment 1 to this Master Declaration. Votes allocated to a Master Unit will be exercised by the Owner or collective Owners of the Master Unit to which the votes have been assigned. If a Master Unit is subdivided pursuant to the provisions of Section 3.03 of this Master Declaration, the Sub-Condominium shall have only the number of votes in the Master Association that the subdivided Master Unit was entitled to as a Member prior to the Master Unit being subdivided.

5.03. Right of Action by Owners and the Master Association; Release. The Owners, and any Sub-Association (excluding the Sub-Unit Owners), acting collectively or individually, shall have the right to maintain actions against the Master Association for its willful failure to comply with the provisions of the Documents or its willful failure to perform its duties and responsibilities hereunder; provided, however, except as otherwise provided by the Documents, no other action shall be brought against the Master Association or its Affiliates, parents, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, or sureties, by the Owners, or any Sub-Association. The Master Association shall not have the power to institute, defend, intervene in, settle or compromise litigation or administrative proceedings in the name of any Master Unit Owner. Subject to the Master Association's obligations under this Master Declaration, except as otherwise provided by the Documents, each Owner, any Sub-Association and Sub-Unit Owner hereby releases, acquits and forever discharges the Master Association, and its Affiliates, parents, members, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties and assigns and agrees to hold such Persons harmless of and from any and all claims, damages, liabilities, costs and/or expenses (including reasonable attorneys' fees) relating to the construction of, repair or restoration of, or the sale to the Owners or Sub-Unit Owners of the Master Units, any Sub-Unit or the Common Elements. This release shall release and forever discharge the Master Association and its Affiliates, parents, members, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties and assigns, from all claims and causes of action, whether statutory or under the common law, known or unknown, now accrued, or that arise in the future.

5.04. Appointment of Directors on the Board. The Owners of the Master Parking Unit, Master Unit C1, Master Unit C2, Master Unit C3 and Master Unit MF shall each appoint one (1) duly authorized agent or representative as a Director in accordance with the Bylaws.

5.05. Limitation of Liability of Officers, Directors, Employees and Agents of the Master Association. No officer, director, employee or agent of the Master Association shall be liable to any Owner of any Master Unit or any Tenant, for any claims, actions, demands, costs, expenses (including attorneys' fees), damages or liability, of any kind or nature, except as otherwise expressly set forth in the Documents and such officers, directors, employees and agents shall be indemnified in accordance with the provisions of the Documents.

5.06. Major Decisions. Notwithstanding anything to the contrary contained in the Documents, the rights of each Owner with respect to Major Decisions shall be identical and each Owner shall be entitled to consent to all Major Decisions that have an effect on such Owner's Master Unit, and neither the Master Association, the Declarant, or an Owner shall have the right or authority to act on any matter constituting a Major Decision that has an effect on such Owner's Master Unit, without the prior written approval of such Owner.

5.07. Unilateral Decisions. The Declarant, the Master Association or an Owner may make any Unilateral Decision without notifying the other Owners. If the Declarant, the Master Association or an Owner desires to confirm whether an act is a Unilateral Decision, the Declarant, the Master Association or such Owner may notify the other Owners (the "**Unaffected Owners**") in writing of the action to be taken or other effect of the proposed decision. The Unaffected Owners shall have ten (10) days after receipt of the original notice to deliver written notice to the party who proposed the decision whether the decision is a Unilateral Decision and if not, the reason or explanation of why the proposed decision is not a Unilateral Decision. If no objection is received by the proposing party within the ten (10) day time period, the proposing party may take all appropriate action necessary or desired to accomplish the purpose of the Unilateral Decision. Additionally, if such Unilateral Decision requires an amendment to this Master Declaration, all Unaffected Owners hereby agree to provide an executed and notarized counterpart consenting to such amendment within ten (10) days after receipt of a written request for such counterpart from the proposing party.

ARTICLE 6

MAINTENANCE, ALTERATIONS, TAXES AND UTILITIES

6.01. Maintenance.

(a) Maintenance of Master Units. All maintenance, repairs and replacements of, in or to any Master Unit, ordinary or extraordinary, foreseen or unforeseen, including maintenance, repair and replacement of all Systems which are part of such Master Unit, shall be performed by the Owner of such Master Unit in accordance with the Maintenance Standard.

(b) Maintenance of Common Elements. Except as otherwise provided in the Allocation Document, all the Common Elements shall be maintained by the Master Association in accordance with the Maintenance Standard, the cost and expense of which shall constitute a Common Expense and shall be payable as may be set forth in this Master Declaration or in the Allocation Document in amounts for which an allocation is provided. The Master Association shall establish and maintain an adequate reserve fund for such purposes, to be funded by Monthly Assessments rather than by a Special Assessment; provided, however, that the Master Association may require Special Assessments for such purposes, in accordance with Subsection 8.01(c) of this Master Declaration.

(c) Maintenance of Easements. All maintenance, repairs and replacements of, in or to any Easement area established or reserved pursuant to Section 4.06 of this Master Declaration, ordinary or extraordinary, foreseen or unforeseen, including maintenance, repair and replacement of all Systems which are part of such Easement area, shall be performed by the Owner of such Master Unit, or Limited Common Element appurtenant thereto, in which the Easement area is located and in accordance with the Maintenance Standard, unless otherwise provided in the Allocation Document. If the Easement area is located in a General Common Element, then all maintenance, repairs and replacements of, in or to any Easement area, ordinary or extraordinary, foreseen or unforeseen, including maintenance, repair and replacement of all Systems which are part of such Easement area, unless otherwise provided in the Allocation Document, shall be performed by the Master Association and be a Common Expense.

(d) Allocation Document. Declarant and the Owners have determined that certain maintenance functions and capital expenditures shall be the responsibility of the designated Master Unit Owners and that the expenses associated therewith and certain Common Expenses shall be allocated in a manner other than by the Allocated Interests. Declarant and such Owners have allocated such expenses and designated the responsible Master Unit Owner in the Allocation Document. A copy of Allocation Document shall be maintained in the records of the Master Association and shall be binding upon all the Owners, Sub-Unit Owners, Tenants, Mortgagees and any other party at any time having any interest in the Regime. The Owner identified in the Allocation Document as responsible for the particular maintenance function shall have the responsibility for performing such maintenance function in accordance with the Maintenance Standard and the other applicable Owners shall be responsible for their applicable cost percentage reflected in the Allocation Document as Additional Assessments. The Allocation Document may be amended or modified only upon the affirmative vote or consent of all affected Owners as to the responsibility to perform such work, and all Owners sharing the applicable cost, as to the cost sharing provisions set forth therein. Any Owner may request that the allocations specified in the Allocation Document be reviewed for the next succeeding fiscal year of the Master

Association by giving written notice to the other Owners thirty (30) days prior to the beginning of the upcoming fiscal year, and the Owners shall in good faith determine whether adjustment to the allocations are appropriate. Regularly scheduled maintenance expenses may not, in the aggregate for work performed by any Owner, be incurred in excess of the aggregated budgeted amounts for such expenses without the consent of all of the Owners sharing the cost thereof, but the obligation of the Owners to pay for emergency or reasonably unforeseeable repairs shall not be affected by the budget.

(e) Limitation of Liability. Neither the Master Association nor any officer, director, agent or employee of the Master Association shall be liable: (i) for injury or damage to any person or property caused by the elements or by the Owner or Occupant of any Master Unit, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from or over any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Master Association is responsible to maintain hereunder; (ii) to any Owner or Sub-Unit Owner or Tenant or Occupant of any Master Unit or Sub-Unit for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements or (iii) to any Owner or Sub-Unit Owner or Tenant or Occupant of any Master Unit or Sub-Unit for any damage or injury caused in whole or in part by the failure of the Master Association or any officer, director, agent or employee of the Master Association to discharge its responsibilities under this Section 6.01.

6.02. Failure of Owner to Maintain Master Unit, General Common Elements, Limited Common Elements, or Easements. If the Master Association or any Owner fails or neglects to maintain, repair or clean its Master Unit or the area covered by the Easements as required by the Section 6.01 or Section 4.06, respectively, of this Master Declaration, or any General Common Element or Limited Common Element required to be maintained by such Owner pursuant to the Allocation Document or the Rules, and such failure or neglect continues for ten days after such Owner's receipt of written notice of such neglect or failure from the Master Association or another Owner, then the Master Association or notifying Owner may, but shall not be obligated to, enter the Master Unit, or upon the area covered by the Easement, General Common Element or Limited Common Element, as applicable, and take appropriate steps to perform, or cause to be performed, any maintenance, repair, cleaning and replacement in the manner required by this Master Declaration or the Allocation Document, as applicable. The defaulting Owner or the Master Association, as the case may be, shall, upon demand, reimburse the Master Association or the Owner making such repairs or maintenance, as applicable, for all costs and expenses incurred in the exercise of its rights under this Master Declaration.

6.03. Disputes. Any Dispute arising among the Owners as to the proper person to bear a maintenance cost or expense shall be resolved in accordance with the provisions of Article 11 of this Master Declaration.

6.04. Additions, Alterations or Improvements by Owner. Each Owner shall have the right to cause alterations, additions or improvements within such Owner's Master Unit without the approval of any Person, except as such approval is required pursuant to Section 5.06 of this Master Declaration. Notwithstanding the foregoing, no Owner shall: (a) make any addition, alteration or improvement in or to any Master Unit, to the extent visible from any other Master Unit, the Common Elements or the exterior of the Building, whether structural or non-structural; (b) make any addition, alteration or improvement to any Common Element; (c) make any addition, alteration or improvement in or to any Master Unit that interferes with the structural support of any Master Unit, the Common Elements or any System serving another Master Unit or (d) make any material changes to the configuration or size of any Master Unit, create apertures in or otherwise remove or alter any partition wall separating any Master Unit from any adjoining Master Unit or relocate the boundaries of any Master Unit and any adjoining Master Unit without the approval of the other Owners. All work done in accordance with this Section 6.04 shall be done in compliance with all Legal Requirements and the Documents. THE OWNER MAKING OR CAUSING TO BE MADE SUCH ADDITIONS, ALTERATIONS OR IMPROVEMENTS, AGREES, AND SHALL BE DEEMED TO HAVE AGREED, FOR SUCH OWNER, TO HOLD THE MASTER ASSOCIATION, THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, DECLARANT AND ALL OTHER OWNERS HARMLESS FROM AND TO INDEMNIFY THEM FOR ANY LIABILITY OR DAMAGE TO THE PROPERTY RESULTING FROM SUCH ADDITIONS, ALTERATIONS OR IMPROVEMENTS.

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

6.06. Taxes.

(a) Payment of Governmental Impositions. Each Owner shall be responsible for and shall pay when due all Governmental Impositions that relate to such Master Unit, except to the extent such Governmental Impositions are being actively and diligently contested in good faith by appropriate legal proceedings. Any Governmental Impositions with respect to the Property not separately assessed to the Owners or the Sub-Unit Owners, as applicable, shall be a Common Expense and shall be payable by the Master Association or the Sub-Association, respectively, when due.

(b) Notice to Taxing Authorities. Declarant shall give written notice to the appropriate taxing authorities of the creation of the Regime established pursuant to this

Master Declaration. Each Owner shall promptly request and diligently pursue from the applicable taxing authority separate tax parcel status and a separate tax identification number for its Master Unit. The declarant under any Sub-Declaration shall agree in the Sub-Declaration to give written notice to the appropriate taxing authorities of the creation of a Sub-Condominium established by the Sub-Declaration. EACH OWNER HEREBY BY ACCEPTANCE OF A DEED TO ITS UNIT SHALL BE DEEMED TO HAVE AGREED, FOR SUCH OWNER, TO HOLD THE DECLARANT, MASTER ASSOCIATION, AND ALL OTHER OWNERS HARMLESS FROM ANY LIABILITY RESULTING FROM AN IMPROPER ALLOCATION OF TAX BURDEN BY THE LOCAL TAXING AUTHORITY.

(c) Master Units and Sub-Units Not Separately Assessed. If any Governmental Impositions with respect to the Property are not separately assessed to the Owners of a Master Unit or the Sub-Unit Owners, each Owner or Sub-Unit Owner shall pay its respective allocated portion of such Governmental Impositions (which allocations shall be determined in the manner set forth in this Master Declaration or in the Sub-Declaration, as applicable) when requested by the Master Association or Sub-Association, respectively (but in no event prior to twenty (20) days or later than ten (10) days before the date of delinquency, without any additional notice or grace period) to permit the Master Association or the Sub-Association to make full payment of such Governmental Impositions prior to the date on which such Governmental Impositions would become delinquent; provided that neither the Master Association nor the Sub-Association shall require any Owner or Sub-Unit Owner to make any payment to the Master Association or the Sub-Association for Governmental Impositions to the extent such amounts have already been deposited by such Owner or Sub-Unit Owner in accordance with any escrow arrangement.

(d) Failure to Pay Governmental Impositions. The Master Association or any Mortgagee may pay the portion of Governmental Impositions that any Owner or Sub-Unit Owner has failed to pay when due, and the Master Association or such Mortgagee shall have a lien against such Master Unit or Sub-Unit, as applicable, to secure repayment thereof, that may be enforced by any means available at law or in equity, including non-judicial foreclosure sale of such Master Unit or Sub-Unit in accordance with Tennessee Code Annotated, Title 35, Chapter 5, Part 1 (as now written or hereafter amended); provided, however, no such lien for delinquent Governmental Impositions shall be valid until a notice of such lien is duly Recorded, notwithstanding any applicable statute, law (including case law), equitable doctrine, ordinance or regulation that permits any such lien to attach absent such Recordation. Each Owner and each Sub-Unit Owner, by its acquisition of such Master Unit or Sub-Unit, as applicable, grants a power of sale in connection with such lien in favor of the Master Association or any Mortgagee that makes payment of the Governmental Impositions on behalf of a defaulting Owner or Sub-Unit Owner. Any lien pursuant to this Subsection 6.06(d) shall have the same priority as a lien by the Master Association for Assessments;

provided that any such lien for delinquent Governmental Impositions shall be subordinate to the lien of any Priority Lien Indebtedness encumbering such Master Unit or Sub-Unit, as applicable, provided that such Priority Lien Indebtedness was Recorded prior to the date such lien for Governmental Impositions was duly Recorded, notwithstanding any Legal Requirement or equitable doctrine, that permits any such lien to attach absent such Recordation.

This Section 6.06 shall terminate and be of no further force or effect whatsoever, upon the later of the date upon which: (i) each Master Unit is separately assessed and billed as a separate tax parcel by the tax assessor; and (ii) all the Governmental Impositions due and owing prior to all Master Units being separately assessed and billed as a separate tax parcel by the tax assessor have been paid in full to the appropriate taxing authority; provided, however, that the provisions of Subsection 6.06(b) of this Master Declaration shall survive the termination of this Section 6.06 and remain in effect for the duration of the Regime.

6.07. Utilities. Each Owner shall be responsible for and shall pay all charges for gas, electricity, water and other utilities relating to such services used or consumed at or with respect to the occupancy of the Master Unit, to the extent such charges are separately metered by the respective utility companies. Any utility charges not so separately metered, and charges relating to such services used in connection with the use and maintenance of the Common Elements, shall constitute a Common Expense. Notwithstanding the forgoing provision, if the Master Units are sub-metered for consumption of a utility, the utility charges will be allocated as an Additional Assessment to the Master Unit consuming such utility based on the sub-meter reading. If the Master Unit is not sub-metered, the Board may allocate the utility charges to the Master Unit by any conventional and reasonable method for similar types of properties. The levy of an Additional Assessment for utility charges may include administrative and processing fees, and an allocation of any other charges that are typically incurred in connection with utility allocation or sub-metering services. The Board may, from time to time, change the method of utility allocation, provided the same type of method or combination of methods is used for all Master Units.

ARTICLE 7
INSURANCE

7.01. Requirements. All insurance coverage required to be obtained pursuant to this Article 7 or purchased at the election of an Owner or the Master Association shall:

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

(b) not be brought into contribution with insurance purchased by the other Owners or the Master Association, as applicable; and

(c) provide that insurance trust agreements shall be recognized.

7.02. **Insurance by the Master Association**. The Master Association shall obtain and maintain: (a) insurance coverage required pursuant to the Act; provided, however, that with respect to property insurance on the insurable Common Elements prior to completion of construction of the initial Improvements, such insurance coverage may be satisfied by the Builder's Risk policy of the Person constructing such Improvements so long as such policy otherwise satisfies the property insurance coverage required pursuant to the Act and the Master Association and each Owner is named as loss payees under such policy; (b) at the expense of the requesting Owner, such other insurance (or additional coverage) as such Owner shall reasonably require; and (c) at the expense of the Owner incurring such Priority Lien Indebtedness, such other insurance (or additional coverage) as such Owner's Mortgagee shall require. The Master Association shall carry such other or additional insurance in such amounts and against such risks as the Master Association shall reasonably deem necessary with respect to the Common Elements or operation of the Master Association. In addition, each insurance policy maintained by the Master Association shall provide that: (i) each Owner is named as an insured under such policies with respect to liability arising out of the Owner's ownership of an undivided interest in the Common Elements or membership in the Master Association; (ii) no action or omission by any Owner (or any Sub-Unit Owner), unless validly exercised on behalf of the Master Association, will void the policy or be a condition to recovery under the policy; (iii) such policy is primary insurance if at the time of a loss under the policy any Owner (or Sub-Unit Owner) has other insurance covering the same property covered by the policy; and (iv) the insurer waives its right to subrogation under the policy against any Owner, Tenant or Occupant of a Master Unit (or Sub-Unit), unless it can be shown that the act with intent to cause the loss of the Owner, Tenant or Occupant of a Master Unit (or Sub-Unit) was the cause of the loss. Unless otherwise provided in the Allocation Document, the premiums for all insurance coverages maintained by the Master Association pursuant to this Section 7.02 shall constitute a Common Expense, and shall be payable by the Master Association.

7.03. **Insurance on Master Units**. Each Owner will be obligated to obtain and maintain at all times insurance covering those portions of the Owner's Master Unit to the extent not insured by policies maintained by the Master Association as may be reasonably determined by the Board from time to time. Upon request by the Board, the Owner will furnish a copy of such insurance policy or policies to the Master Association. In the event that any such Owner fails to obtain insurance as required by this Section, the Master Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner as an Additional Assessment.

7.04. **Master Association as Insurance Trustee for the Owners**. By acceptance of a deed to a Master Unit, each Owner shall be deemed to have irrevocably appointed the Master Association as the Insurance Trustee. All property insurance policies required to be obtained by the Master Association as described in this Article 7 shall be issued in the name of the Master Association as Insurance Trustee for the Regime. Loss payable provisions shall be in favor of the Insurance Trustee as a trustee for the Master Association, each Owner and each such

Owner's Mortgagee. The Insurance Trustee shall not be liable for the payment of premiums, nor the renewal or sufficiency of policies, except those policies required to be purchased and maintained by the Master Association pursuant to this Article 7. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated in this Article 7 and in Article 8 of this Master Declaration, and for the benefit of each Owner, including Declarant, and such Owner's Mortgagee, if any.

7.05. Other Insurance Requirements.

(a) Neither the Master Association, Declarant nor any Owner shall be liable for failure to obtain any insurance coverage required by this Master Declaration or for any loss or damage resulting from such failure, if such failure is because such insurance coverage is not reasonably available.

(b) Neither the Master Association nor any Owner shall obtain any policy of insurance where: (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against the Owner or Mortgagee or become a lien against the Regime; (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Master Association, Owners or Mortgagees from collecting the Insurance Proceeds.

(c) The insurance purchased by the Master Association and the other Owners pursuant to this Article 7 shall not cover claims against any other Owner or its Designees due to accidents occurring within that other Master Unit, or casualty, theft or loss to the contents of that other Master Unit.

(d) Each Owner, their Tenants and their respective Designees waive any claim they might have against the other Owners, their Tenants and their respective Designees, the members of the Board, any Manager or the Master Association, and the members of the Board, any Manager, and the Master Association waive any claim they might have against an Owner, their Tenants and their respective Designees, for: (i) any damage to or theft, destruction, loss or loss of use of any property; or (ii) any damage due to personal or bodily injury, to the extent an instance described in (i) or (ii) is insured against under any insurance policy of the types described in this Master Declaration that covers the Property, such Owner's, Tenant's, or the Master Association's fixtures, personal property, improvements, or business, or is required to be insured against under the terms of this Master Declaration, REGARDLESS OF WHETHER THE NEGLIGENCE OF THE OTHER OWNER, ITS TENANTS, OR THEIR RESPECTIVE DESIGNEES, ANY MEMBER OF THE BOARD, ANY MANAGER OR THE MASTER ASSOCIATION (AS APPLICABLE) CAUSED SUCH: (1) DAMAGE TO OR THEFT, DESTRUCTION, LOSS OR LOSS OF USE OF, ANY PROPERTY OR INCONVENIENCE; OR (2) DAMAGE TO THE PERSON OR PERSONS DESCRIBED

IN THIS SUBSECTION 7.05(d). Each Owner shall cause its respective insurance carrier to endorse all applicable policies waiving each such carrier's rights of recovery under subrogation or otherwise against the other Owners, their Tenants and their respective Designees, the members of the Board, any Manager and the Master Association and the members of the Board, any Manager and the Master Association shall cause their respective insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the Owners, their Tenants and their respective Designees.

(e) Deductibles payable under each insurance policy obtained by the Master Association shall be allocated to each Master Unit in accordance with the each Master Unit's Allocated Interests; provided, however, that if a Majority of the Board determines that the damage or claim is due wholly to a negligent act or omission of an Owner, a guest or invitee of the Owner, or a Tenant or Occupant of the Owner's Master Unit, the Owner of such Master Unit will be solely liable for the amount of the deductible that is attributable to the act or omission.

ARTICLE 8
ASSESSMENTS

8.01. Regular and Special Assessments by the Master Association. The Master Association shall possess the right, power, authority and obligation to establish and assess a Regular Assessment for payment of the Common Expenses, Special Assessments and Additional Assessments as provided for in this Master Declaration as follows:

(a) Common Expenses. The Master Association shall establish Regular Assessments sufficient in the judgment of the Master Association to pay all Common Expenses when due and to maintain an adequate reserve fund for such purposes. Regular Assessments are due annually, with monthly installments of the total annual Regular Assessments to be paid on the first calendar day of each month or on such other date or frequency as the Board may designate in its sole and absolute discretion.

(b) Budget for Common Expenses. Prior to the commencement of each fiscal year of the Master Association, the Master Association shall prepare and deliver to each of the Owners a Master Budget. Such Master Budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the Common Expenses anticipated to be incurred in the upcoming fiscal year, shall include Additional Assessments set forth on budgets prepared therefor by other Owners and received by the Master Association, and shall be accompanied by a statement setting forth each Owner's monthly share thereof and the date as of which such Regular Assessment commences to be payable. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the Regular Assessment payable

hereunder, and the failure of the Master Association to timely deliver such Master Budget shall not excuse or relieve an Owner from the payment of the Regular Assessments contemplated hereby, in which case, each Owner shall continue to pay to the Master Association an amount equal to such Owner's Regular Assessment as established pursuant to the most recent Master Budget delivered to the Owners. Any Master Budget prepared and delivered to the Owners as contemplated in this Article 8 may be amended as and to the extent reasonably necessary, and the amount of an Owner's Regular Assessment changed to correspond therewith.

(c) Special Assessments by Master Association. In addition to the Regular Assessments contemplated by Subsection 8.01(a), the Master Association shall establish Special Assessments from time to time as may be necessary or appropriate in the judgment of the Master Association to pay non-recurring Common Expenses relating to the proper maintenance, care, alteration, improvement, replacement, operation and management of the Regime and the administration of the Master Association.

8.02. Additional Assessments. The Master Association shall establish Additional Assessments sufficient in the Owner's reasonable judgment to pay Charges due to an Owner or the Master Association for the ensuing year. Additional Assessments so established shall be payable by the applicable Owners on the first day of each calendar month to the Master Association, which will in turn deliver the same to the Owner which incurred such Charges. Prior to the commencement of each fiscal year of the Master Association, each Owner shall prepare and deliver to the Master Association a budget setting forth the anticipated Charges it will incur for the ensuing year. Such budget shall be incorporated into the Master Budget and shall be in sufficient detail so as to inform each applicable Owner of the nature and extent of the Charges anticipated to be incurred, and shall be accompanied by a statement setting forth each applicable Owner's monthly share thereof and the date of commencement of payment of such Additional Assessments. If further Additional Assessments are established by the Master Association authorized by provisions of this Master Declaration, in addition to those set forth in the Master Budget, the Master Association shall give the Owners notice thereof and such Additional Assessments shall be immediately due and payable to the Master Association. No further communication shall be necessary to establish the amount of an Owner's obligation regarding the Additional Assessments payable hereunder, and the failure of any Owner to timely deliver such budget to the Master Association or the failure of the Master Association to timely deliver the Master Budget to an Owner shall in no event excuse or relieve an Owner from the payment of the Additional Assessments contemplated hereby, in which case, an Owner shall pay to the Master Association an amount equal to such Owner's Additional Assessments as established pursuant to the most recent Master Budget delivered to such Owner. In addition to the Additional Assessments established in this Section 8.02, each Owner shall possess the right, power and authority to cause the Master Association to establish an Assessment, from time to time, for one-time or non-recurring Additional Assessments due to such Owner from another Owner.

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

8.04. Assessments on Behalf of Master Parking Unit Owner. The percentage of Master Parking Unit Expenses to be reimbursed by the Owners of Master Unit C1, Master Unit C2, Master Unit C3 and Master Unit MF (and paid to the Owner of the Master Parking Unit) shall be set forth in the Allocation Document. The Owner of the Master Parking Unit shall possess the right, power, authority and obligation to cause the Master Association to establish a regular Additional Assessment in accordance with the Allocation Document sufficient in the reasonable judgment of the Owner of the Master Parking Unit to pay the Master Parking Unit Expenses relating to the Master Parking Unit. Such Additional Assessments so established shall be payable by the Owners of Master Unit C1, Master Unit C2, Master Unit C3 and Master Unit MF on the 15th day of each calendar month to the Master Association and distributed to the Owner of the Master Parking Unit, for application to the payment of Master Parking Unit Expenses. The Owners of Master Unit C1, Master Unit C2, Master Unit C3 and Master Unit MF may not waive or otherwise escape liability for Additional Assessments for the Master Parking Unit Expenses by non-use, whether voluntary or involuntary, of the Master Parking Unit or abandonment of the right to use the same.

8.05. Lien to Secure Payment of Assessments. Declarant hereby reserves and assigns to the Master Association a lien, pursuant to the provisions of the Act, against each Master Unit, the Rents, if any, payable to any Owner and the Insurance Proceeds to which an Owner may be entitled to secure the payment of all Assessments, which lien shall be and constitute a lien and encumbrance, in favor of the Master Association, upon such Master Unit, the Rents, and any Insurance Proceeds. To the extent permitted by Section 66-27-415 of the Act, the liens established in this Master Declaration shall be prior and superior to all other liens and encumbrances subsequently created upon such Master Unit, Rents and Insurance Proceeds, regardless of how created, evidenced or perfected, other than the lien securing the payment of Priority Lien Indebtedness (provided such lien was Recorded prior to the date on which the

Assessment became delinquent), the liens for Governmental Impositions. The liens and encumbrances created in this Master Declaration may be enforced by any means available at law or in equity, including a non-judicial foreclosure sale of the Master Unit of a defaulting Owner; such sale to be conducted in the manner set forth in Tennessee Code Annotated, Title 35, Chapter 5, Part 1 (as now written or as hereafter amended); provided that the notice requirements contained in Section 66-27-415 of the Act are complied with. Each Owner, by acquisition of a Master Unit, and each Sub-Unit Owner, by acquisition of a Sub-Unit Owner's Sub-Unit, grants to the Master Association a power of sale in connection with the Master Association's liens. By written resolution, the Master Association may appoint, from time to time, an officer, agent, trustee or attorney of the Master Association to exercise the power of sale on behalf of the Master Association. The Master Association may bid for and purchase the Master Unit at any such foreclosure sale, and the purchase price (including any Priority Lien Indebtedness) in excess of outstanding Assessments shall be a Common Expense. Payment of proceeds resulting from such foreclosure sale to be applied toward outstanding Assessments shall be in the following order of priority: first, Assessments owing to the Master Association including all costs, expenses and attorneys' fees relating to the foreclosure; and second, Assessments owing to the Owners levying Additional Assessments. The foreclosure of a lien encumbering a Master Unit in order to satisfy the Priority Lien Indebtedness will extinguish the subordinate lien for any Assessments which became payable prior to the date of such foreclosure sale, to the extent permitted by Section 66-27-415 of the Act; provided that in no event shall a defaulting Owner be relieved from liability incurred for past Assessments. In connection with enforcement of lien rights with respect to any Master Unit that is subdivided pursuant to the provisions of Section 3.03 of this Master Declaration, the Master Association hereby grants a license (which will be set forth in any Sub-Declaration) to the Sub-Association to collect a pro rata (or otherwise allocated) portion of Assessments from each Sub-Unit Owner, and the Sub-Association shall remit such collections to the Master Association. If a Sub-Association fails to timely collect any portion of the Assessments due from a Sub-Unit Owner, then after the Master Association gives thirty (30) days notice to the Sub-Association, the license to the Sub-Association to collect any portion of the Assessments from a Sub-Unit Owner shall terminate, and the Master Association may enforce its lien as against the applicable Sub-Unit without the joinder of the Sub-Association.

8.06. Commencement of Obligation to Pay Assessments. Each Owner shall be obligated to commence payment of all Assessments on the date a Master Unit is conveyed to the Owner. If the date a Master Unit is conveyed to an Owner is other than the first day of a month, then such Owner shall be obligated to pay only a pro rata share of the Assessment against such Master Unit based on the number of days during such month that the Owner will hold title to the Master Unit. Prior to the commencement of the obligation to pay the initial Regular Assessment, Declarant shall pay all the Common Expenses of the Regime (excluding portions thereof allocable to reserves and less Assessments payable by the other Owners); provided, however, nothing contained in this Master Declaration shall prevent Declarant from collecting from the purchaser of a Master Unit at closing a prorated share of any expenses, such as

Governmental Impositions or insurance premiums, to the extent that Declarant prepaid such expenses on behalf of the Master Unit being purchased.

8.07. Notice of Default. If an Owner defaults in the Owner's monetary obligations to the Master Association, the Master Association may notify other lienholders of the default and the Master Association's intent to foreclose its lien. The Master Association shall notify any holder of a Recorded lien or duly perfected mechanic's lien against a Master Unit which has given the Master Association a written request for notification of the Owner's monetary default or the Master Association's intent to foreclose its lien.

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

8.09. Statement of Expenses and Access to Records. Upon request, the Master Association shall promptly provide any Owner, contract purchaser or Mortgagee with a written statement of all unpaid Assessments due with respect to such Master Unit. The Master Association may impose a reasonable charge for the preparation of such statement to the extent permitted by the Act. The Master Association shall make available during normal business hours for inspection, upon request by the Owners, Mortgagees, Tenants, prospective purchasers and any of their authorized agents, current copies of the books, records and financial statements of the Master Association (including, if such is prepared, the most recent annual audited financial statement available). Any Owner or Mortgagee may have an audited statement of the Master Association prepared at its own expense.

8.10. Subordination of Lien for Assessments. The lien for the payment of Assessments shall be subordinate to the lien of any mortgage or deed of trust that secures Priority Lien Indebtedness that was Recorded prior to the date any such Assessment becomes delinquent under the provisions of this Master Declaration.

ARTICLE 9
LOSS AND OBSOLESCENCE

9.01. Loss or Damage. The following provisions shall govern if the Common Elements or any part thereof, are damaged or destroyed by fire or other casualty: (a) prompt written notice of any substantial damage or destruction shall be given by (i) the affected Owner or Owners to the Master Association; and (ii) the Master Association to all of the Mortgagees; (b) the Master Association shall promptly proceed with the full restoration and repair of such damage or destruction unless (i) the Regime is terminated; (ii) repair or replacement would be illegal under any Legal Requirement; or (iii) the Owners holding not less than eighty percent (80%) of the votes in the Master Association, including each Owner of a Master Unit to which a Limited Common Element that will not be rebuilt or repaired is assigned, vote not to rebuild; (c) the amount by which such restoration and repair costs exceed collectible Insurance Proceeds shall be and constitute a Special Assessment payable by the Owners within sixty (60) days of the

date notice of such Special Assessment is delivered to each Owner; and (d) any excess Insurance Proceeds remaining after such restoration and repair, or any insurance or sales proceeds available absent such restoration and repair, shall be received and held in trust by the Insurance Trustee in separate accounts for each Owner, as their interests may appear (with any proceeds attributable to Limited Common Elements allocated among the Owners of the Master Units to which such Limited Common Elements were assigned in this Master Declaration and any other proceeds allocated in accordance with the Allocated Interests of the Owners), and distributed as follows: first, to the payment of any Governmental Impositions in favor of any assessing entity having authority with respect to the Common Elements or such Master Unit; second, to the payment of the balance of the Priority Lien Indebtedness of such Owner; third, to the payment of any delinquent Assessment with respect to such Master Unit; and the balance, if any, to each Owner entitled thereto.

9.02. Damaged Master Units. The following provisions shall govern in relation to a Damaged Master Unit: (a) prompt written notice of any substantial damage or destruction shall be given by the Owner of the Damaged Master Unit to the Master Association and the Mortgagee of the Damaged Master Unit; (b) the Owner of the Damaged Master Unit shall promptly proceed with the full restoration and repair of such damage or destruction unless: (i) the Regime is terminated; or (ii) repair or replacement would be illegal under any Legal Requirement or (iii) the Owners holding not less than eighty percent (80%) of the votes in the Master Association, including the Owner of the Damaged Master Unit, vote not to rebuild; and (c) except as otherwise provided in Section 9.07 of this Master Declaration, the Owner of each Damaged Master Unit shall pay all costs of such restoration, repair and replacement or rebuilding in excess of the net proceeds of the collectible Insurance Proceeds.

9.03. Damaged Sub-Units. The following provisions shall govern in the event of a Damaged Sub-Unit: (a) prompt written notice of any substantial damage or destruction shall be given by each Sub-Unit Owner of a Damaged Sub-Unit to the Sub-Association and the Mortgagee of the Damaged Sub-Unit; (b) the Owner of a Damaged Sub-Unit shall promptly proceed with the full restoration and repair of such damage or destruction unless: (i) the Sub-Condominium is terminated; (ii) repair or replacement would be illegal under any Legal Requirement; or (iii) the Sub-Unit Owners holding at least eighty percent (80%) of the votes in the Sub-Association, including the Sub-Unit Owner of the Damaged Sub-Unit, and Owners holding not less than eighty percent (80%) of the votes in the Master Association, vote not to rebuild; and (c) the Sub-Unit Owner of each Damaged Sub-Unit shall pay all costs of such restoration, repair and replacement or rebuilding in excess of the net proceeds of the collectible Insurance Proceeds.

9.04. Obsolescence of Common Elements. If the Owners holding not less than eighty percent (80%) of the Allocated Interests shall vote, at a meeting of the Master Association duly called for purposes of considering same, that the Common Elements, or any part thereof (or any Systems which constitute Common Elements and serve only, or are a part of, individual Master Units), are obsolete, the Master Association shall promptly proceed with the necessary replacements and improvements thereto pursuant to a budget established for such purpose,

and the cost thereof shall be and constitute a Special Assessment payable by all the Owners within sixty (60) days of the date notice of such Special Assessment is delivered to each Owner.

9.05. Obsolescence of the Property. If the Owners holding not less than eighty percent (80%) of the votes in the Master Association, at a meeting of the Master Association duly called for purposes of considering same, determine that the Property is obsolete, the Master Association, after first obtaining the written consent of eighty percent (80%) of the Mortgagees, shall promptly proceed with the sale thereof in its entirety. Any proceeds from such sale shall be received, held and applied for and on account of the Owners as provided in the Act.

9.06. The Master Association as Attorney-in-Fact. Each Owner, by acceptance of a deed to a Master Unit, hereby irrevocably makes, constitutes and appoints the Master Association, and each and every one of its successors in interest hereunder, as the Owner's true and lawful attorney-in-fact, for and in the Owner's name, place and stead, upon the damage or destruction of the Property, or any part thereof, or upon any determination by the Owners made pursuant to this Article 9, to take any and all actions, and to execute and deliver any and all instruments, as the Master Association may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Article 9, hereby giving and granting unto the Master Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as an Owner might or could do, hereby ratifying and confirming whatsoever the Master Association may do by virtue of the provisions of this Master Declaration. The Master Association is hereby authorized, in the name and on behalf of all the Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article 9, including the power and authority to make and settle claims under any insurance policies maintained by the Master Association, contract for and with respect to restoration and repair work, contract for and with respect to replacements and improvements to the Common Elements (to the extent authorized as contemplated by Section 9.04), to contract for and with respect to a sale of the Property (to the extent contemplated by Section 9.05) and to execute and deliver all instruments necessary or incidental to any such actions.

9.07. Matters Relating to Restoration and Repairs. Subject to loan documents securing any Priority Lien Indebtedness against any Master Unit, any restoration and repair work undertaken by the Master Association or an Owner pursuant to this Article 9 shall be performed in a good and workmanlike manner in order to restore the Improvements to a condition similar to that existing prior to such damage or destruction; provided, however, that in no event shall the Master Association be responsible for restoring, repairing or replacing any Improvements to a Master Unit made by an Owner, or the contents located in such Master Unit. All such restoration and repair work, whether done by the Master Association or an Owner, shall be effected in a manner so as to observe all vertical and horizontal Master Unit boundaries existing prior to such damage or destruction. If an Owner or the Owners decide to rebuild or repair any Master Unit in excess of its full replacement cost, such Owner or Owners shall be responsible for any such costs exceeding the full replacement value of such Master Unit;

provided, however, that if the Owners holding not less than eighty percent (80%) of the Allocated Interests shall vote to incur such expenses, such additional expenses, to the extent they exceed the replacement value of such Master Unit, shall constitute a Special Assessment.

ARTICLE 10
CONDEMNATION

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

10.02. Taking of All or Substantially All of One Master Unit. If a Master Unit (or a substantial part thereof such that the remnant may not practically or lawfully be used for any purpose permitted by this Master Declaration) is subject to a Taking, the Owner and any Mortgagee of such Owner shall be entitled to the award for such Taking, including the award for the value of such Owner's interest in the Common Elements, whether or not such Common Element interest is acquired, and, after payment thereof, such Owner and any Mortgagee of such Owner shall be divested of all interest in the Property. In such event, the condemned Master Unit's entire Allocated Interest shall be automatically reallocated to the remaining Master Units in proportion to the respective Allocated Interests of those Master Units before the Taking, unless the decree relating to the Taking provides otherwise. A remnant of a Master Unit remaining after part of a Master Unit is the subject of a Taking described in this Section 10.02 shall be a Common Element. If any repair or rebuilding of the remaining portions of the Property is required as a result of such Taking, the remaining Owners shall determine by the affirmative vote or written consent of the remaining Owners holding not less than eighty percent (80%) of the votes in the Master Association either to rebuild or repair the Property or to take such other action as such remaining Owners may deem appropriate. If no repair or rebuilding shall be required, or if none is undertaken, the remaining portion of the Property shall be resurveyed, if necessary, and this Master Declaration shall be amended to reflect such Taking. This Master Declaration shall in all circumstances be amended to reflect the reallocated Allocated Interests following the Taking.

10.03. Partial Taking of a Master Unit. If only a portion of a Master Unit is subject to a Taking, such that the remaining portion of such Master Unit can practically and lawfully be used for any purpose permitted by this Master Declaration, the Owner shall be entitled to the award for such Taking, including the award for the value of such Owner's interest in the Common Elements, whether or not such Common Element interest is acquired, and the Allocated Interest of the Master Unit subject to such Taking shall be reduced and the Allocated Interests of the other Master Units shall be increased in accordance with the Reallocation Percentage. The Owner of such Master Unit, at its sole cost and expense, shall promptly repair, restore and rebuild the remaining portions of such Master Unit as nearly as possible to the condition which existed prior to such Taking.

10.04. Taking of Common Elements. If an action is brought to effect a Taking of all or any portion of the Common Elements together with or apart from any Master Unit, the Board, in addition to the general powers set out in this Master Declaration, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding unless the action involves a material portion of the Common Elements, in which case the agreement of all the Owners shall be required. With respect to any such Taking of the Common Elements only, all damages and awards shall be determined for such Taking as a whole and not for any Owner's interest therein. After the damages or awards for a Taking of the Common Elements are determined, such damages or awards shall be held by the Master Association, acting as trustee for each Owner, and their Mortgagees, as their interests shall appear, and any amounts not used for repair or restoration of the remaining Common Elements shall be divided among the Owners in proportion to each Owner's Allocated Interest before the Taking, except that such portion of any such award attributable to the condemnation of a Limited Common Element shall be divided among the Owners of the Master Units served by such Limited Common Elements, as such Owners' interests existed in the Limited Common Elements condemned. The Owners shall determine by the affirmative vote or written consent of the Owners holding not less than eighty percent (80%) of the votes in the Master Association either to rebuild or repair the remaining Common Elements or to take such other action as the Owners may deem appropriate. If it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Master Declaration and the Plat and Plans attached hereto shall be duly amended by instrument executed by the Board on behalf of the Owners and Recorded.

10.05. Taking of Several Master Units. If an eminent domain proceeding results in the Taking of all or part of multiple Master Units, then the damage and awards for such Taking shall be determined and paid for each Master Unit as described in Section 10.02 and Section 10.03 of this Master Declaration, and the following shall apply: (a) the Master Association shall determine which of the Master Units damaged by such Taking may be practically and lawfully used for any purpose permitted by this Master Declaration, taking into account the nature of the Property and the reduced size of each Master Unit so damaged; (b) if the remaining Owners shall determine by the affirmative vote or written consent of the

remaining Owners holding not less than eighty percent (80%) of the votes in the Master Association, with the written consent of fifty-one percent (51%) of the Mortgagees, that it is not reasonably practicable to operate the undamaged Master Units and the damaged Master Units which can be practically and lawfully used for any purpose permitted by this Master Declaration as a mixed-use condominium project in the manner provided in this Master Declaration, then the Property shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interests by all the remaining Owners, as tenants-in-common, in the percentage of the Allocated Interest of each Owner (after reallocation in accordance with the procedures described in Section 10.02 and Section 10.03 of this Master Declaration); and (c) if the Regime is not so terminated, then the damages and awards made with respect to each Master Unit which can be practically and lawfully used for any purpose permitted by this Master Declaration shall be applied to repair and reconstruct such Master Unit as provided in Section 10.03 of this Master Declaration. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed pro rata against the Owners of those Master Units which are being repaired or reconstructed. With respect to those Master Units which may not be practically or lawfully used for any purpose permitted by this Master Declaration, after payment of the award, such Owner and any Mortgagee of such Owner shall be divested of all interest in the Property and the condemned Master Unit's entire Allocated Interest shall be automatically reallocated to the remaining Master Units in proportion to the respective Allocated Interests of those Master Units before the Taking, unless the decree relating to the Taking provides otherwise. A remnant of a Master Unit remaining after part of a Master Unit is the subject of a Taking, if the remnant of such Master Unit cannot be practically or lawfully used for any purpose permitted by this Master Declaration, shall be a Common Element. If any repair or rebuilding of the remaining portions of the Property (other than Master Units which can be practically and lawfully used for any purpose permitted by this Master Declaration) is required as a result of such Taking, the remaining Owners shall determine by the affirmative vote or written consent of the remaining Owners holding not less than eighty percent (80%) of the votes in the Master Association either to rebuild or repair the Property or to take such other action as such remaining Owners may deem appropriate. If no repair or rebuilding shall be required, or if none is undertaken, the remaining portion of the Property shall be resurveyed, if necessary, and this Master Declaration shall be amended to reflect such Taking. This Master Declaration shall in all circumstances be amended to reflect the re-allocated Allocated Interests following the Taking.

10.06. Complete Taking of Property. If all of the Property is the subject of a Taking, all damages and awards shall be held by the Master Association, acting as trustee, for the accounts of all the Owners and their Mortgagees, as their interests shall appear, and shall be paid to or for the accounts of the Owners in proportion to their Allocated Interests and this Regime shall terminate upon such payment.

10.07. Payment of Awards and Damages. Any damages or awards provided in this Article 10 to be paid to or for the account of any Owner by the Master Association, acting as trustee, shall be applied first to the payment of any Governmental Impositions past due and

unpaid with respect to that Master Unit; second, to any Priority Lien Indebtedness on that Master Unit; third, to the payment of any Assessments charged to or made against the Master Unit and unpaid; and finally to the Owner.

10.08. Sub-Unit Condemnation. The term "Master Unit" as used in this Article 10 shall also refer to any Sub-Unit (or portion thereof) subject to a Taking in the same manner as applicable to the Taking of a Master Unit (or part thereof) except that with respect to any such Sub-Unit (or portion thereof): (a) with respect to the Section 10.02, Section 10.04, and Section 10.05, the required vote shall be not less than eighty percent (80%) of the votes in the Sub-Association; (b) any requirement or percentage of voting shall refer to a vote by the Sub-Unit Owners based upon the votes in such Sub-Association (or based upon Allocated Interests if there is no Sub-Association); (c) the term "Property" shall refer to the Sub-Condominium; (d) references to the Master Association shall be deemed to refer to the Sub-Association (if any); and (e) any re-allocation of the Allocated Interests shall be made in accordance with the Reallocation Percentage applicable to the Sub-Condominium which shall be equal to the Allocated Interest of the Master Unit that was subdivided to create the applicable Sub-Condominium.

ARTICLE 11
RESOLUTION OF DISPUTES AND CONSTRUCTION DISPUTES

11.01. Disputes.

(a) Mediation. All Disputes, except those relating to equitable remedies, which are not resolved within thirty (30) days after same have arisen (unless such greater time is provided elsewhere in the Documents) shall be submitted for, or determined by, non-binding mediation as a condition precedent to the arbitration required by this Article 11. Mediation of any Dispute shall be initiated by any Owner making a written demand therefor to the other Owner or Owners involved in such Dispute and the Master Association. With respect to such mediation, the parties shall, within ten (10) days after delivery of such written notice to the Master Association, agree upon a mediator who is: (i) a reputable Person actively engaged in the commercial real estate industry for a continuous period of not less than ten (10) years; and (ii) is not an Affiliate of, or has had material business dealings with any Owner or any member of the Master Association. If the parties are unable to agree upon a mediator, a mediator having the qualifications set forth above shall be appointed by the American Arbitration Association office in Nashville, Tennessee. Such mediation shall occur within thirty (30) days after the mediator has been agreed upon or appointed and shall occur at a mutually acceptable location in Nashville, Tennessee. The costs of such mediation services shall be shared equally (but each party shall bear the cost of their own travel and attorneys' fees); provided, however, that if the Dispute is not resolved pursuant to such mediation, the provisions of Subsection 11.03(a) of this Master

Declaration shall govern the payment of attorneys' fees and costs and expenses of mediation and arbitration under this Article 11.

(b) Final Offer Arbitration. If the parties reach an impasse at mediation, as determined by the mediator in the mediator's sole and absolute discretion, and are unable to resolve any Dispute within thirty (30) days of such mediation session, the Dispute shall be submitted to mandatory, binding arbitration, which may be initiated by either party (as the exclusive remedy with respect to a Dispute under this Master Declaration) by making a written demand therefor to the other parties involved in such Dispute no later than forty-five (45) days after the mediator declares that the parties have reached an impasse at mediation or the mediation otherwise fails. The parties agree to select a single impartial arbitrator from a list taken from the American Arbitration Association of commercial arbitrators within fifteen (15) days of submitting the Dispute to arbitration, and if they cannot agree on an arbitrator, each party shall select a person and those two so selected shall then select the single impartial arbitrator who shall thereafter serve as arbitrator with respect to the Dispute. The issues in dispute shall be submitted as "baseball" or final-offer arbitration, whereby each party shall submit what it deems to be its most reasonable position to the arbitrator and the arbitrator shall select one of those two positions. The arbitrator shall have no discretion to select or award a position other than to select one of those submitted by the parties. To the extent rules governing arbitration are deemed necessary by the arbitrator (or by agreement of the parties), the current Rules for Commercial Mediation and Arbitration promulgated by the American Arbitration Association shall apply. The decision of the arbitrator shall be rendered no later than ten (10) days from the initiation of the arbitration procedure.

11.02. Construction Disputes.

(a) Mediation. Any Construction Dispute not resolved within thirty (30) days after same has arisen shall be submitted for, or determined by, non-binding mediation as a condition precedent to arbitration. Mediation of any Construction Dispute shall be initiated by any party making a written demand therefore to all other parties involved in such Construction Dispute. Any mediation shall be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect at the time the Construction Dispute arises. With respect to such mediation, the parties shall, within fifteen (15) days after demand is filed, agree upon a mediator who is: (i) a reputable Person actively engaged in the construction industry or a lawyer experienced in the practice of construction law for a continuous period of not less than ten years; and (ii) not an Affiliate of, or has had material business dealings with any Owner, any member of the Master Association, or any other party, including Declarant or an Affiliate of Declarant, involved in the mediation. If the parties are unable to agree upon a mediator, a mediator having the qualifications set forth above shall be appointed by the American Arbitration Association office in Nashville, Tennessee. Such mediation shall occur within thirty (30) days after the mediator has been agreed

upon or appointed and shall occur at a mutually acceptable location in Nashville, Tennessee. The costs of such mediation services shall be shared equally (but each party shall bear the cost of their own travel and attorneys' fees); provided, however, that if the Construction Dispute is not resolved pursuant to such mediation, the provisions of Subsection 11.03(a) of this Master Declaration shall govern the payment of attorneys' fees and costs and expenses of mediation and arbitration under this Article 11.

(b) Arbitration. If the parties reach an impasse at mediation, as determined by the mediator in the mediator's sole and absolute discretion, and are unable to resolve any Construction Dispute within thirty (30) days of such mediation session, any party to the Construction Dispute may initiate binding arbitration (as the exclusive remedy with respect to a Construction Dispute under this Master Declaration) by making a written demand therefor to the other parties involved in such Construction Dispute no later than forty-five (45) days after the mediator declares that the parties have reached an impasse at mediation or the mediation otherwise fails. The parties agree that the arbitration shall be governed by the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. The parties agree to select a single impartial arbitrator within fifteen (15) days of submitting the Construction Dispute to arbitration. If the parties cannot agree upon an arbitrator, a demand for arbitration shall be filed in writing with the American Arbitration Association at the office in the County where the Property is located with copies to all parties.

Arbitration shall be conducted with a single arbitrator unless the claim, demand, or amount in controversy exceeds $500,000, in which case a panel of three arbitrators shall be used. If the amount in controversy exceeds $500,000 and the parties cannot mutually agree upon three panel members, the parties shall be required to obtain a list of proposed neutral parties through the American Arbitration Association office in the locality where the Property is located. The parties shall then proceed with the selection of panel members in accordance with the American Arbitration Association Construction Industry Arbitration Rules. Any arbitrator utilized, whether appointed or agreed, must: (i) be a reputable Person actively engaged in the construction industry or as a lawyer experienced in the practice of construction law for a continuous period of not less than ten years; and (ii) not be an Affiliate of, or have had material business dealings with any Owner, any member of the Master Association, or any other party, including Declarant or an Affiliate of Declarant, involved in the arbitration. The arbitrator shall establish reasonable procedures and requirements for the production of relevant documents and require the exchange of information concerning witnesses to be called. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any legitimate issue raised in the arbitration and the parties may use all methods of discovery available under the Tennessee Rules of Civil Procedure and shall be governed thereby. There shall be a prehearing meeting between the parties at which

the arbitrator shall make and set schedules for discovery and hearings consistent with their powers as set forth herein. The Tennessee Rules of Evidence shall be applied by the arbitrator but liberally construed to allow for the admission of admissible evidence that is helpful in resolving the controversy. Rulings on the admission of evidence made by the arbitrator at the hearing shall be final and not subject to any appeal. At the time of the award, the arbitrator shall prepare and provide to the parties a reasoned, detailed, award with an explanation of the facts and legal principles supporting the award.

11.03. General.

(a) Procedure and Award. In no event shall a Dispute or a Construction Dispute be initiated after the date when institution of legal or equitable proceedings based on such Dispute or Construction Dispute would be barred by the applicable statute of limitations. With respect to any Construction Dispute, all demands and all answering statements thereto which include any monetary claim, counterclaim or cross-claim must state the monetary amount being sought. If the monetary amount is unliquidated or has not been fully determined, the demand or answering statement seeking such recovery shall state, in good faith, the minimum amount of such monetary claim, exclusive of interest and attorneys' fees. In any arbitration of a Dispute, the party or parties whose position is not selected or awarded shall be responsible for all attorneys' fees, costs and expenses (incurred in connection with the mediation and arbitration of a Dispute under this Article 11) of the party whose position is selected or awarded for the arbitration of the Dispute under this Article 11. In any arbitration of a Construction Dispute, the arbitrator(s) shall determine the prevailing party and award to such prevailing party, in addition to any other relief to which such party is entitled to recover, its reasonable attorneys' fees, expert witness fees, costs, and other reasonable expenses incurred in connection with the mediation and/or arbitration of such Construction Dispute under this Article 11. The parties may resort to any court of competent jurisdiction for enforcement of, or any other action relating to, the arbitrator's award.

(b) Consolidation. A Construction Dispute may be consolidated with similar proceedings and resolved pursuant to the dispute resolution procedures contained in this Article 11 to include participation of the contractors, design professionals or any other person or entity if such proceedings involve common issues of law or fact.

(c) Sole Remedy. With respect to any Dispute or Construction Dispute it is agreed that the dispute resolution provisions of this Article 11 shall be the sole remedy of the parties involved in such Dispute or Construction Dispute. Notwithstanding any other provisions of this Master Declaration, the foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties shall be specifically enforceable under prevailing arbitration law in any court having jurisdiction thereof. The foregoing agreement to arbitrate shall not

constitute an agreement or consent to arbitration of any dispute, claim, controversy or matter that does not constitute a Dispute or Construction Dispute, as applicable. The foregoing agreement to arbitrate any Dispute or Construction Dispute shall not constitute an agreement or consent to arbitration with any Person not named or described in this Master Declaration; provided that any arbitration proceeding initiated under the terms of Section 11.02 of this Master Declaration may, at the request of any party, be joined or consolidated with other arbitration proceedings involving additional parties if the Dispute or Construction Dispute, as applicable, and the subject of such other proceedings arise out of common or interrelated factual occurrences. Except to the extent permitted by applicable law, any award of the arbitrator shall be final, binding and non-appealable upon the parties involved in the Dispute or Construction Dispute and judgment thereon may be entered by any court having jurisdiction.

(d) **Sub-Unit Representation**. The Sub-Association (or other designated representative of the Sub-Condominium) shall be the sole representative on behalf of all Sub-Units within a Sub-Condominium in any proceeding with respect to any Dispute or Construction Dispute pursuant to this Article 11. The Sub-Association may not initiate the mediation or arbitration of any Construction Dispute without the prior written approval of not less than eighty percent (80%) of the Sub-Unit Owners. In addition, prior to initiating any mediation or arbitration of a Construction Dispute, the Sub-Association must levy a special assessment under the Sub-Declaration against all Sub-Unit Owners to fund the estimated costs of such proceedings, and may not use the annual operating income or reserve funds of the Sub-Association to fund such costs.

ARTICLE 12
MISCELLANEOUS

12.01. Revocation or Termination of Master Declaration. Except as provided in Section 10.06 of this Master Declaration, this Master Declaration may be revoked or the Regime established hereby may be terminated only by an instrument in writing, duly approved, executed and acknowledged by those Owners holding not less than eighty percent (80%) of the votes in the Master Association, with the written consent of fifty-one percent (51%) of the Mortgagees, which shall in any event include Declarant's Mortgagee (if any). Any such instrument of revocation or termination shall be duly Recorded. If the Property is to be sold upon termination, the agreement effecting such termination shall also set forth the terms of such sale and comply with the provisions of the Act.

12.02. Amendment to Master Declaration. This Master Declaration may be amended at a meeting of the Owners at which the amendment is approved by those Owners holding sixty-seven percent (67%) of the votes in the Master Association, with the written consent of not less than fifty-one percent (51%) of the Mortgagees, which shall in any event include Declarant's Mortgagee (if any), unless the subject matter of such amendment constitutes a Major Decision,

in which event such amendment shall require the approval by the Owners affected by such amendment as contemplated by Section 5.06 of this Master Declaration. Such amendment shall be evidenced by a written instrument executed and acknowledged by an officer of the Master Association on behalf of the consenting Owners and by the consenting Mortgagees and Recorded. Any such amendment so effected shall be binding upon all of the Owners; provided, however, that except as permitted or required by the Act, no such amendment shall: (a) change the boundaries of a Master Unit; (b) prohibit the leasing of any Master Unit; (c) change the Allocated Interest of a Master Unit; or (d) change the use restrictions on a Master Unit unless, with respect to the matters described in Subsections 12.02(a)-(d) of this Master Declaration, such amendment has been consented to by the Owner and the Mortgagee of all affected Master Units. No such amendment shall become effective unless approved by Declarant if Declarant still owns one or more Master Units and the amendment would, in Declarant's reasonable determination: (i) increase or otherwise modify Declarant's obligations; (ii) reduce or modify any Special Declarant Rights; or (iii) materially inhibit or delay Declarant's ability to complete the Improvements or to convey any portion of the Property owned by Declarant.

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

12.04. Conflicts. If any of the provisions of the Documents shall be in conflict with the provisions of the Act or the TNCA, the provisions of such statutes shall control. If a conflict exists between the provisions of the Documents, such documents shall control in the following order:

a) this Master Declaration;
b) the Charter;
c) the Bylaws; and
d) the Rules.

Each Master Unit Owner and any Sub-Unit Owner acknowledges that such Master Unit Owner and Sub-Unit Owner have been given the opportunity to review the documents listed in Subsections 12.04(a)-(d) of this Master Declaration, and have had the opportunity to confer with counsel in connection with the purchase of a Master Unit or Sub-Unit as applicable. The provisions of the Documents embody the entire final documentation to which the Master Units, the Master Unit Owners, any Sub-Units and any Sub-Unit Owners will be subject in relation to the Regime and supersede any and all agreements, representations and understandings, whether written or oral, between the Declarant and the Master Unit Owners.

12.05. Captions and Attachments. Captions used in the various articles and sections of this Master Declaration are for convenience only, and they are not intended to modify or affect the meaning of any of the substantive provisions of this Master Declaration. All attachments are incorporated in and made a part of this Master Declaration.

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

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

12.08. Indemnification. To the extent permitted by law and in accordance with the provisions and within the limits of the Governmental Tort Liability Act, Tennessee Code Annotated Sections 29-20-101, et. seq. as currently in effect and as the same may from time to time be amended, and subject to, and excluding to the extent covered by the release and waiver found in Subsection 7.05(d), **EACH OWNER EXPRESSLY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE MASTER ASSOCIATION, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, DECLARANT AND ALL OTHER OWNERS, (EACH AN "INDEMNIFIED PARTY"), INDIVIDUALLY AND COLLECTIVELY, FROM ANY AND ALL CLAIMS BY ANY PERSON ARISING OR RESULTING FROM, SUSTAINED OR INCURRED BY ANY INDEMNIFIED PARTY, OR WHICH CAN OR MAY ARISE, RESULT, BE SUSTAINED OR INCURRED IN CONNECTION WITH (i) THE EXERCISE OR FAILURE TO EXERCISE OR THE USE OR MISUSE OF ANY OF SUCH OWNER'S RIGHTS OR OBLIGATIONS CONTAINED IN THE GOVERNING DOCUMENTS; (ii) THE BREACH BY SUCH OWNER OF ANY PROVISION OF THIS MASTER DECLARATION; AND (iii) THE NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR CRIMINAL MISCONDUCT OF SUCH OWNER.**

12.09. Governing Law. THIS MASTER DECLARATION AND THE BYLAWS, THE CHARTER, AND THE RULES SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THE REGIME SHALL BE IN DAVIDSON COUNTY, TENNESSEE.

12.10. Notice. Any notice permitted or required to be given by this Master Declaration shall be in writing and may be delivered either by **electronic mail**, personally or by mail. Such notice shall be deemed delivered at the time of personal or **electronic delivery**, and if delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Master Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such Person to the Master Association.

12.11. Estoppel Certificates. Each Owner, from time to time but no more often than twice each calendar year, shall have the right to require the Master Association (as to all items listed in this Section 12.10) and the other Owners (as to Subsections 12.10(c), (d), (e) and (f)) to deliver to the requesting Owner a written statement addressed to the requesting Owner and its Mortgagee or purchaser of its Master Unit, as applicable, without payment of any fee or cost certifying: (a) this Master Declaration is unmodified and in full force and effect (or if modified that this Master Declaration as so modified is in full force and effect); (b) this Master Declaration attached to the certificate is a true and correct copy of this Master Declaration and all amendments hereto; (c) the date through which all Assessments have been paid by the Owner requested to provide the certificate and by the Owner requesting such certificate; (d) to the knowledge of the certifying party, neither the certifying party nor the requesting party is in default of any of its obligations under this Master Declaration (or if the certifying party knows the certifying party or requesting party to be in default, specifying the defaults and the remaining cure period, if any); (e) the certifying party holds no existing liens against the requesting party's Master Unit; and (f) such other matters as are reasonably requested by the requesting Owner.

ARTICLE 13
MORTGAGEE PROTECTION PROVISIONS

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

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

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

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

(d) notice of any damage or destruction to or Taking of any portion of the Condominium that affects either a material portion of the Property or a Master Unit, the beneficial interest in which is held by that Mortgagee, which notice shall be given promptly upon the Master Association's obtaining knowledge of such damage or destruction;

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

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

13.02. Cure Rights. Any Mortgagee shall have the right, but not the obligation, at any time prior to the termination of this Master Declaration, and without payment of any penalty, to do any act or thing required of such Mortgagee's borrower hereunder; and to do any act or thing which may be necessary or proper to be done in the performance and observance of the agreements, covenants and conditions of such Owner in this Master Declaration. All payments so made and all things so done and performed by any Mortgagee shall be effective to prevent a default under this Master Declaration as the same would have been if made, done and performed by Declarant or any Owner instead of by said Mortgagee. Any event of default under this Master Declaration which in the nature thereof cannot be remedied by Mortgagee shall be deemed to be remedied if within, thirty (30) days after receiving written notice from the non-defaulting party setting forth the nature of such event of default, or prior thereto the Mortgagee shall: (a) have acquired the property owned by the defaulting party (the "**Acquired Property**") or commenced foreclosure or other appropriate proceedings in the nature thereof, and shall thereafter diligently prosecute any such proceedings; (b) have fully cured any default in the payment of any monetary obligations owed the non-defaulting party hereunder within such 30 day period and shall thereafter continue to perform faithfully all such non-monetary obligations which do not require possession of the Acquired Property; and (c) after gaining possession of the Acquired Property following a foreclosure or deed in lieu thereof, the Mortgagee performs all future obligations of the defaulting party hereunder as and when the same are due.

13.03. No Invalidity of Mortgage Lien. No violation of this Master Declaration by, or enforcement of this Master Declaration against, any party shall affect, impair, defeat or render invalid the lien of any mortgage that secures any Priority Lien Indebtedness.

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

13.05. Unpaid Assessments. Each Person holding a mortgage secured by any Priority Lien Indebtedness encumbering any Master Unit, which Person obtains title to such Master Unit pursuant to judicial foreclosure, or the powers provided in such mortgage, or a deed in lieu of foreclosure, shall take title to such Master Unit free and clear of any claims for unpaid Assessments against such Master Unit to the extent the mortgage was Recorded prior to the date on which the Assessments became delinquent and as otherwise set forth in Article 8 of this Master Declaration or the Act.

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

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

13.08. Required Percentage. Any required percentage of Mortgagees in this Master Declaration shall mean and refer to such percentage of the face amount of the indebtedness held by such Mortgagees and not the number of such Mortgagees, unless otherwise required by the Act.

List of Attachments:
Attachment 1 – Allocated Interests and Votes
Attachment 2 – Bylaws
Attachment 3 – Charter
Attachment 4 – Legal Description of the Land

Attachment 5 - Plat and Plans
Attachment 6 – Approved Signage Locations
Attachment 7 – Retail Anchor Tenant Special Provisions

[SIGNATURE PAGE FOLLOWS]

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

DECLARANT:

1200 BROADWAY, LLC,
a Delaware limited liability company

By: Broadway Whiskey Partners, Ltd.,
a Texas limited partnership,
its Manager

By: EGP 2015 Management, LLC,
a Texas limited liability company,
its General Partner

By: _____
Name: O. Jamil Alam
Title: Manager

Date: 5/4, 2020

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on May 4, 2020, by O. Jamil Alam, Manager of EGP 2015 Management, LLC, a Texas limited liability company, General Partner of Broadway Whiskey Partners, Ltd., a Texas limited partnership, Manager of 1200 Broadway, LLC, a Delaware limited liability company, on behalf of said limited liability companies and limited partnership.

SUSAN FROST
NOTARY PUBLIC
ID# 10795062
State of Texas
Comm. Exp. 06-27-2021

Susan Frost
Notary Public, State of Texas
Susan Frost
(Printed Name)

My Commission Expires:

6/27/21

ATTACHMENT 1

Allocated Interests and Votes

UNIT	ALLOCATED INTEREST (%)	VOTES
Master Parking Unit	21.40%	21.40
Master Unit C1	17.63%	17.63
Master Unit C2	0.63%	0.63
Master Unit C3	8.22%	8.22
Master Unit MF	52.12%	52.12
TOTAL	**100%**	**100**

ATTACHMENT 2

BYLAWS
OF
1200 BROADWAY MASTER CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

Members

Section 1. Eligibility. The Members of 1200 Broadway Master Condominium Association, Inc., a Tennessee nonprofit corporation (the "**Master Association**"), shall consist of the respective Master Unit Owners and any Sub-Unit Owners of the Regime known as 1200 Broadway Master Condominium, located in Nashville, Davidson County, Tennessee (the "**Property**"), established by Master Condominium Declaration for 1200 Broadway Master Condominium (the "**Master Declaration**"), recorded in the Register's Office for Davidson County, Tennessee. Capitalized terms not defined herein shall have the meaning set forth in the Master Declaration. The words "Member" or "Members" as used in these Bylaws means and shall refer to Owners of Master Units or Sub-Units, as applicable.

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

Section 3. Regular Meetings. The first regular annual meeting of Members (the "**First Meeting**") may be held, subject to the terms hereof, on any date, at the option of the Board. Subsequent to the First Meeting, there shall be a regular annual meeting of Members. Attendance at a regular annual meeting may be in person, by telephone or by proxy.

Section 4. Special Meetings. Special meetings of the Members may be called by the President or by a Majority of the Directors of the Board, or by Members having at least twenty percent (20%) of the votes entitled to be at such meeting. Attendance at a special meeting may be in person, by telephone or by proxy.

Section 5. Notice of Meetings. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the Secretary shall cause notice to be hand-delivered, sent prepaid by United States mail to the address of each Master Unit or Sub-Unit or by United States mail, facsimile or electronically, to any other physical or electronic address designated in writing or by electronic means by the Master Unit Owner or Sub-Unit Owners to the Board for such purpose. 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 Master Declaration or these Bylaws, any budget changes, and any proposal to remove a Director or officer. Notice may be waived in writing signed by all Members.

Section 6. Voting. The number of votes allocated to each Master Unit shall be as set forth in *Section 5.02* of the Master Declaration. If a Master Unit has not been submitted to Sub-Declaration and if the Master Unit Owner consists of more than one Person, the voting rights of such Master Unit Owner shall not be divided but shall be exercised as if the Master Unit Owner consisted of only one Person in accordance with the proxy or other designation made by the Persons constituting such Master Unit Owner. If a Master Unit has been submitted to a Sub-Declaration, the voting rights of all of the Owners of the Sub-Units comprising such Master Unit shall be exercised by the president of the Sub-Association or such other officer designated by the board of directors of the Sub-Association. Notwithstanding the foregoing, cumulative voting is not permitted.

Any Member in default in the payment of assessments shall not be entitled to exercise the right to vote until such default is cured. A Member shall be deemed to be in default if assessments are not paid within fifteen (15) days after receipt of notice of assessment. A Member may protest the amount of the assessment, but the assessment must be paid during the pendency of the protest.

Section 7. Quorum. A quorum of Members for any meeting shall be Members represented in person, or by proxy or by the authorized representative of a Sub-Association holding fifty-one percent (51%) of the votes entitled to be cast at such meeting.

Section 8. Proxies. Votes allocated to a Master Unit may be cast pursuant to proxy duly executed by an Owner. If a Master Unit is owned by more than one (1) Person, each Owner of the Master Unit may vote or register protest to the casting of votes by the other Owners of the Master Unit through a duly executed proxy. A Master Unit Owner may not revoke a proxy given pursuant to this *Section 8*, except by actual notice of revocation to the person presiding over a meeting of the Master 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 Section 48-57-205 of the Tennessee Nonprofit Corporation Act.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The initial Board of Directors of the Master Association (sometimes referred to herein as the "**Board**") shall consist of five (5) members (hereinafter referred to as "**Directors**") as named in the Charter who shall serve until the first regular annual meeting of the Members. Directors shall be deemed to be selected at the regular annual meeting of Master Association Members by the Master Unit Owners in accordance with the Master Declaration. Each Master Unit Owner of the Master Parking Unit, Master Unit C1, Master Unit C2, Master Unit C3 and Master Unit MF shall each select one (1) Director. The term of each Director shall be one (1) year and each Director is permitted to serve

an unlimited number of successive terms. However, a Director continues to serve until a successor is selected as provided herein.

Section 2. **Qualification.** Members of the Board are not required to be Owners of Master Units or Sub-Units.

Section 3. **Vacancies.** Any vacancy occurring in the Board shall be filled by the Owner of the Master Unit authorized to select such Director or the Sub-Association authorized to select such Director.

Section 4. **Meetings.** A regular annual meeting of the Board shall be held within seven (7) days following the regular annual meeting of Members. Special Meetings of the Board shall be held upon a call by the President or by three (3) members of the Board on not less than forty-eight (48) hours' notice in writing to each Director. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute waiver of notice.

Section 5. **Removal.** Any Director may be removed from office at any time by the Owner of the Master Unit authorized to select such Director or the Sub-Association authorized to select such Director.

Section 6. **Compensation.** Directors shall receive no compensation, unless expressly provided in resolutions duly adopted by the Owners.

Section 7. **Quorum.** A Majority of the Directors shall constitute a quorum of the Board.

Section 8. **Powers and Duties.** The Board shall have the powers and duties set forth in the Charter.

Section 9. **Non-Delegation.** Nothing in these Bylaws shall be deemed to grant to the Board, the Master Association or to the officers of the Master Association any powers or duties which, by law, have been delegated to the Members. Except as expressly authorized by the Act or the Master Declaration or these Bylaws, the Directors and officers may not enter into any contractual agreement, or bind the Master Association or any Member, or sue or be sued in any capacity other than in its operating or management capacity.

ARTICLE III

Officers

Section 1. **Designation.** At each regular annual meeting, the Directors present shall elect the following officers of the Master Association by a Majority vote:

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

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Members, and who shall, in general, perform all the duties incident to the office of Secretary;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; the office of Secretary and Treasurer may be held by one person;

(d) such additional officers as the Board shall see fit to elect.

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

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

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

Section 5. **Compensation.** The officers shall receive no compensation, unless expressly provided in a resolution duly adopted by the Owners.

ARTICLE IV

Contractual Powers

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

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote

sufficient for the purpose without counting the vote or votes of such Director or Directors; or

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

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

ARTICLE V

Amendments

Section 1. Bylaws. These Bylaws may be amended or modified from time to time by action or approval of Owners holding two-thirds (2/3) of the votes cast or a Majority of the voting power, whichever is less. If a Master Unit has been submitted to a Sub-Declaration, then the Board of Directors of the Sub-Association shall have the authority to approve amendments to these Bylaws on behalf of all owners of such Master Unit. Any such amendments may be recorded by the Secretary or the President in the Register's Office for Davidson County, Tennessee.

Section 2. Master Declaration. The Master Declaration may be amended as set forth in *Section 12.02* of the Master Declaration.

ARTICLE VI

Indemnification

Section 1. General. The Master Association shall indemnify and hold harmless each of its Directors and officers, each member of any committee appointed pursuant to the Master Declaration or the Bylaws of the Master Association, and the Board and Declarant, against all contractual and other liabilities to others arising out of contracts made by or other acts of such Directors, Board, officers, committee members or Declarant, on behalf of the Master Unit Owners, or arising out of their status as Directors, Board, officers, committee members or Declarant, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director, officer, Board, committee member or Declarant may be involved by virtue of such persons being or having been such Director, officer, Board, committee member, or Declarant; provided, however, that such indemnity shall not be operative with respect to:

(a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such Director, officer, Board, committee member, or Declarant, or

(b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer, Board, committee member, or Declarant.

Section 2. **Success on Merits.** To the extent that the Declarant or a member of the Board of Directors or an officer of the Master Association or a member of any committee appointed pursuant to the Bylaws of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

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

Section 4. **Miscellaneous.** The Master Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article, provided, however, that the liability of any Master Unit Owner arising out of any contract made by or other acts of the Directors, Board, officers, members of such committees, or Declarant, or out of the aforesaid indemnity in favor of the Directors, Board, officers, members of such committees, or Declarant, shall be limited to such proportion of the total liability hereunder as such Master Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Master Unit Owners in the Common Elements. Every agreement made by the Directors, Board, officers, members of such committees, Declarant or by the Manager on behalf of the Master Unit Owners shall provide that the Directors, Board, officers, members of such committees, Declarant or the Manager, as the case may be, are acting only as agents for the Master Unit Owners' and shall have no personal liability thereunder (except as Master Unit Owners), and that each Master Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Master Unit Owners in the Common Elements. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members of the Master Association or disinterested members of the Board of Directors or otherwise, both as to

action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be Declarant or a member of the Board of Directors, officer of the Master Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

ARTICLE VII

Conflicts

These Bylaws are set forth to comply with the requirements of the Act as it may be amended from time to time, and to allow the Bylaws to control in specific situations where such law allows. In case any of the Bylaws conflict with the provisions of the Act or of the Master Declaration, the provisions of the Act or the Master Declaration, as the case may be, shall control.

ATTACHMENT 3

CHARTER
OF
1200 BROADWAY MASTER CONDOMINIUM ASSOCIATION, INC.

The undersigned, acting as incorporator of a nonprofit corporation under the Tennessee Nonprofit Corporation Act, Tennessee Code Annotated, §§ 48-51-101, *et seq.* (the "**Nonprofit Act**") adopts the following Charter for such Association:

FIRST: The name of the corporation shall be **1200 BROADWAY MASTER CONDOMINIUM ASSOCIATION, INC.**, hereinafter referred to as the "Master Association." The principal executive office of the Master Association is located in Davidson County, Tennessee, and its street address is 1200 Broadway, Nashville, Tennessee 37203.

SECOND: This corporation is a mutual benefit corporation. The corporation is not a religious corporation.

THIRD: The period of its duration is perpetual.

FOURTH: This Association is not organized for profit and the purpose for which the Master Association is organized is to provide an entity pursuant to the Tennessee Condominium Act of 2008, Tennessee Code Annotated §§ 66-27-201, *et seq.* (the "**Act**") for the operation, management, maintenance, control and administration of **1200 BROADWAY MASTER CONDOMINIUM**, located in Nashville, Davidson County, Tennessee (the "**Condominium**".)

FIFTH:The powers of the Master Association shall include and be governed by the following provisions:

A. The Master Association shall have all the common law and statutory powers of a nonprofit corporation and the powers designated under the Act which are not in conflict with the terms of this Charter or the Master Condominium Declaration for 1200 Broadway Condominium (the "**Declaration**"), as they may be amended from time to time, including but not limited to the following (capitalized terms not defined herein shall have the meaning as set forth in the Declaration):

1. To acquire, hold, lease, manage, mortgage or convey real, personal or mixed property wherever situated, including without limitation, Master Units and Sub-Units in the Condominium.

2. To make and collect assessments against the members as provided in the Declaration to defray the costs, expenses and losses of the Condominium or any other business

enterprise, venture or property interest of the Master Association, and to use the proceeds of the assessments in the exercise of the powers and duties herein provided.

3. To maintain, repair, replace, clean, sanitize and operate the Property of the Condominium or the property of the Master Association.

4. To purchase insurance for the protection of the Condominium and the Master Association and its members.

5. To make and amend the Rules respecting the use of the Property of the Condominium or the property of the Master Association.

6. To lease or grant easements or licenses for use of the Common Elements of the Condominium in a manner not inconsistent with the rights of owners of Master Units in the Condominium.

7. To enforce by legal means the provisions of the Act, the Declaration, the Charter, Bylaws, and the Regulations for the use of the Property of the Condominium or the Master Association.

8. To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Master Association except those specifically required to be performed by the Master Association.

9. The Master Association shall have and may exercise all powers as shall enable it to do each and everything necessary, suitable, convenient, expedient or proper for the accomplishment of any or all purposes and the attainment of any or all objects set forth in Article Four.

10. The Master Association shall have and may exercise all powers set forth in any other Article of this Charter, the Declaration, the Nonprofit Act or the Act.

B. All funds and title of properties acquired by the Master Association and the proceeds therefrom shall be held in trust for the members in accordance with the provisions of the Declaration and the Bylaws of the Master Association.

SIXTH: The corporation shall have members. The members of the Master Association shall consist of all of the record owners of Master Units and Sub-Units in the Condominium and after termination of the Condominium shall consist of those who are members at the time of such termination and their heirs, successors and assigns. Membership in the Master Association shall be evidenced by a deed or other instrument establishing a record title to a Master Unit or Sub-Unit in the Condominium recorded in the Register's Office for Davidson County, Tennessee. Upon such recordation, the Owner of the Master Unit or Sub-Unit designated by such instrument shall become a member of the Master Association and the

membership of the prior Owner shall be terminated. The share of a member in the funds or assets of the Master Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Master Unit or Sub-Unit. The exact number of votes to be cast by Owner(s) of a Master Unit and the manner of exercising voting rights shall be determined by the Declaration and the Bylaws of the Master Association.

SEVENTH: The affairs of the Master Association shall be managed by a Board of Directors consisting of five (5) directors as shall be determined by the Declaration and the Bylaws.

The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

NAME	ADDRESS
Appointed by Master Parking Unit	
G. Nelson Crowe III	500 W. 5th Street, Suite 700 Austin, Texas 78701
Appointed by Master Unit C1	
Will Marsh	500 W. 5th Street, Suite 700 Austin, Texas 78701
Appointed by Master Unit C2	
Geoffrey Palmer	500 W. 5th Street, Suite 700 Austin, Texas 78701
Appointed by Master Unit C3	
David Roberts	500 W. 5th Street, Suite 700 Austin, Texas 78701
Appointed by Master Unit MF	
Jamil Alam	500 W. 5th Street, Suite 700 Austin, Texas 78701

All of the powers and prerogatives of the Master Association shall be exercised by the initial Board of Directors of the Master Association until the first annual meeting of the Master

Association. Vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

EIGHTH: The address of the Master Association's initial principal and registered office is 1600 Division Street, Suite 700, Nashville, Tennessee 37203. The name of its initial registered agent is Robert E. Wood, whose address is 1600 Division Street, Suite 700, Nashville, Davidson County, Tennessee 37203.

NINTH: The Master Association shall have the right to indemnify each person who shall serve as a director, officer, employee, or agent of the Master Association, or shall serve at the request of the Master Association in a similar capacity with another association, joint venture, trust, or other enterprise, to the extent to which this Association is granted the power to so indemnify such persons by any and every statute of the State of Tennessee or act of the Legislature of the State of Tennessee to the extent permitted by law and in accordance with the provisions and within the limits of the Governmental Tort Liability Act, Tennessee Code Annotated Sections 29-20-101, et. seq. as currently in effect and as the same may from time to time be amended.

TENTH: No contract or other transaction between the Master Association and any person, firm, association or association and no other act of the Master Association shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the directors of the Master Association are directly or indirectly, pecuniarily or otherwise interested in such contract, transaction or other act, or related to or interested in (either as director, stockholder, officer, employee, member or otherwise) such person, firm, association or association. Any director of the Master Association individually, or any firm or association of which any director may be a member of, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Master Association, provided that the fact that he, individually, or such firm or association, is so interested, shall be disclosed or known to the Board of Directors or a majority of the members thereof as shall be present at any meeting of the Board of Directors, or of any committee of directors having the powers of the full Board, at which action upon any such contract, transaction or other act is taken; and if such fact shall be so disclosed or known, any director of the Master Association so related or otherwise interested may be counted in determining the presence of a quorum at any meeting of the Board of Directors, or of such committee, at which action upon any such contract, transaction or act shall be taken, and may vote with respect to such action with like force and effect as if he were not so related or interested. Any director of the Master Association may vote upon any contract or other transaction between the Master Association and any affiliated association without regard to the fact that he is also a director of such affiliated association.

ELEVENTH: Upon the dissolution of the Master Association, the assets of the Master Association shall be distributed to the members in the same manner as provided in the Declaration for the distribution of the property upon termination of the Condominium to the extent that such dissolution is not inconsistent with the provisions of the Nonprofit Act.

TWELFTH: The Master Association reserves the right to amend, alter, change or repeal any provision contained in this Charter in the manner now or hereafter provided by law, and all rights conferred upon officers and directors herein are granted subject to this reservation.

THIRTEENTH: The name and address of the incorporator are:

Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

WHEREFORE, this incorporator files this Charter and tenders to the Secretary of State of Tennessee the lawful fees and charges, and prays that this Charter may be examined and approved, and that the Master Association may be deemed to be incorporated for the purposes herein set out on this _____ day of _____, 20____.

_____
Robert D. Burton, Incorporator

ATTACHMENT 4

Legal Description of the Land

Land located in Davidson County, Tennessee, being more particularly described as follows:

Being Lot 31, on the Plan of McNairy's Plan of West Nashville, as shown on plat of record in Plat Book 1, Page 15, in the Chancery Court for Davidson County, Tennessee and Part of the NcNairy's West Nashville Lots as recorded in Minute Book "C", pages 136 and 137, Chancery Court at Nashville and being more particularly described as follows:

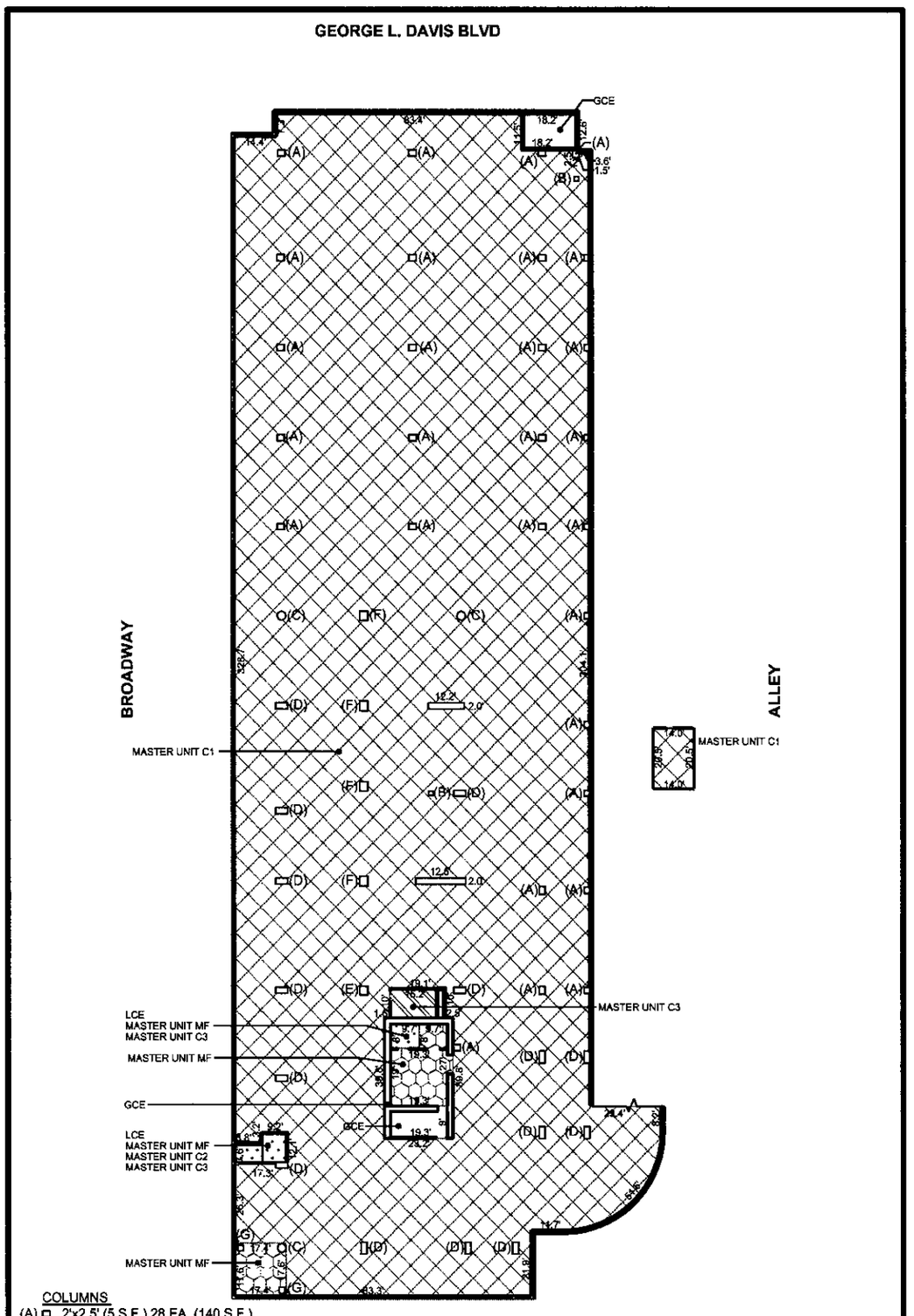
Commencing at the southeast corner of Lot 31, McNairy's West Nashville Lots, said point being on the Northerly right-of-way of Broadway (formerly known as Broad Street) and the Westerly right-of-way of 12th Avenue; thence, along the West line of 12th Avenue, North 27 degrees 38 minutes 08 seconds West, a distance of 0.48' feet to the Point of Beginning; thence, along the North line of Broadway South 62 degrees 06 minutes 14 seconds West, a distance of 375.13 feet to a curve having a radius of 25.00 feet, along said curve for a distance of 39.15 feet (Chord bearing North 72 degrees 29 minutes 41 seconds West and a chord distance of 35.27 feet) to a point in the Easterly right-of-way of George L. Davis Boulevard; thence, along the Easterly right-of-way of George L. Davis Boulevard North 27 degrees 38 minutes 80 seconds West, a distance of 143.35 feet to a point in the South right-of-way of alley #237; thence, along the South right-of-way of said alley, North 62 degrees 06 minutes 14 seconds East, a distance of 400.00 feet to a point in the West line of 12th Avenue; thence South 27 degrees 38 minutes 08 seconds East, a distance of 172.02 feet to the point of beginning containing 1.559 acres of land.

Being the same property conveyed to 1200 Broadway, LLC, a Delaware limited liability company, by deed of record in Instrument No. 20170908-0092689, Register's Office for Davidson County, Tennessee.

ATTACHMENT 5

Plat and Plans

[Attached Hereto.]



BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

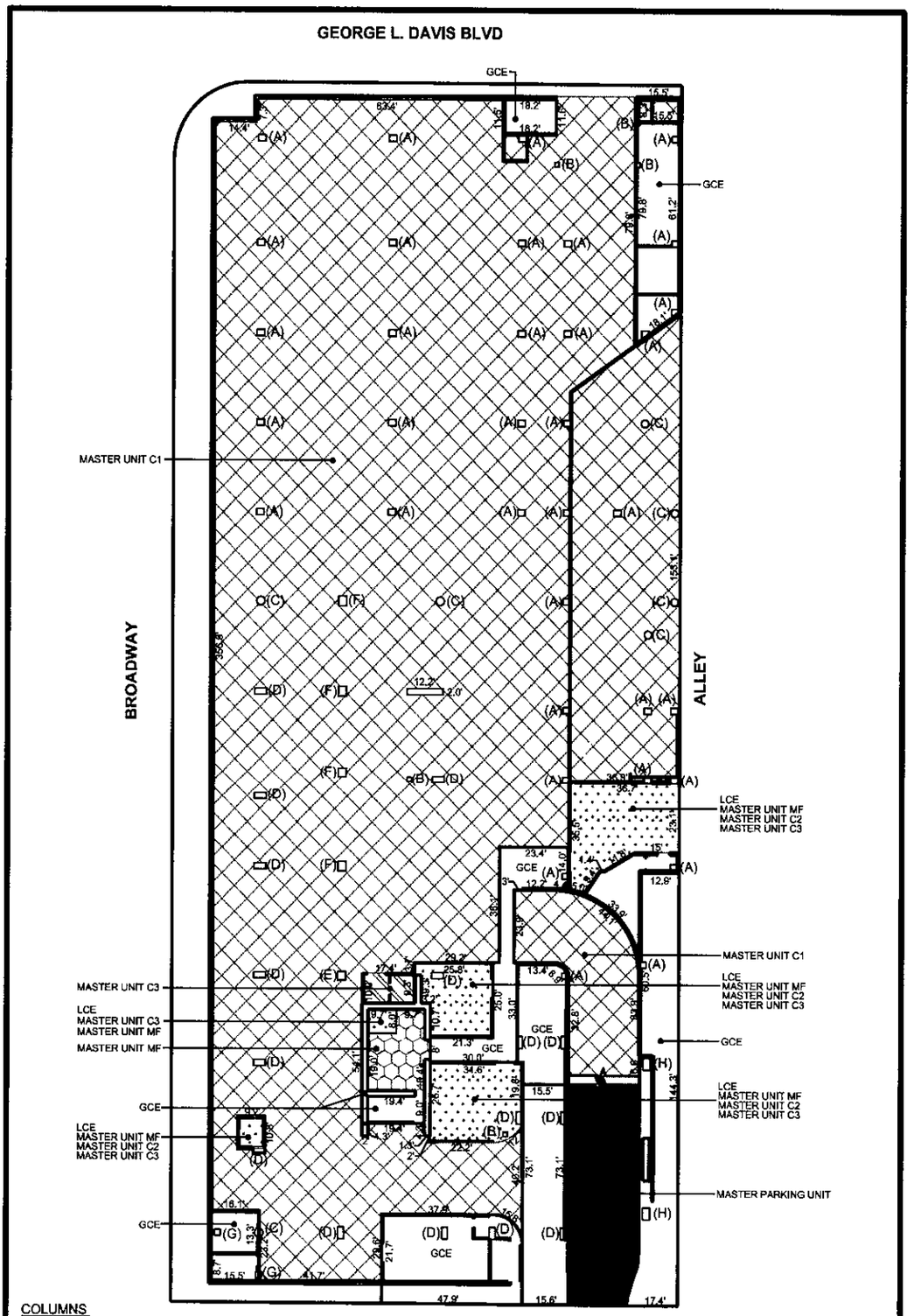
1200 BROADWAY

PARKING LEVEL B2
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY:	CHECKED BY:
CAD	BTT
DRAWING NO.:	
EXH-1	
PROJECT NO.	DATE:
3656701	1-20-20

1/20/2020
P:\3656701\Drawings\CAD\Sheets\3656701EXH.dwg

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved



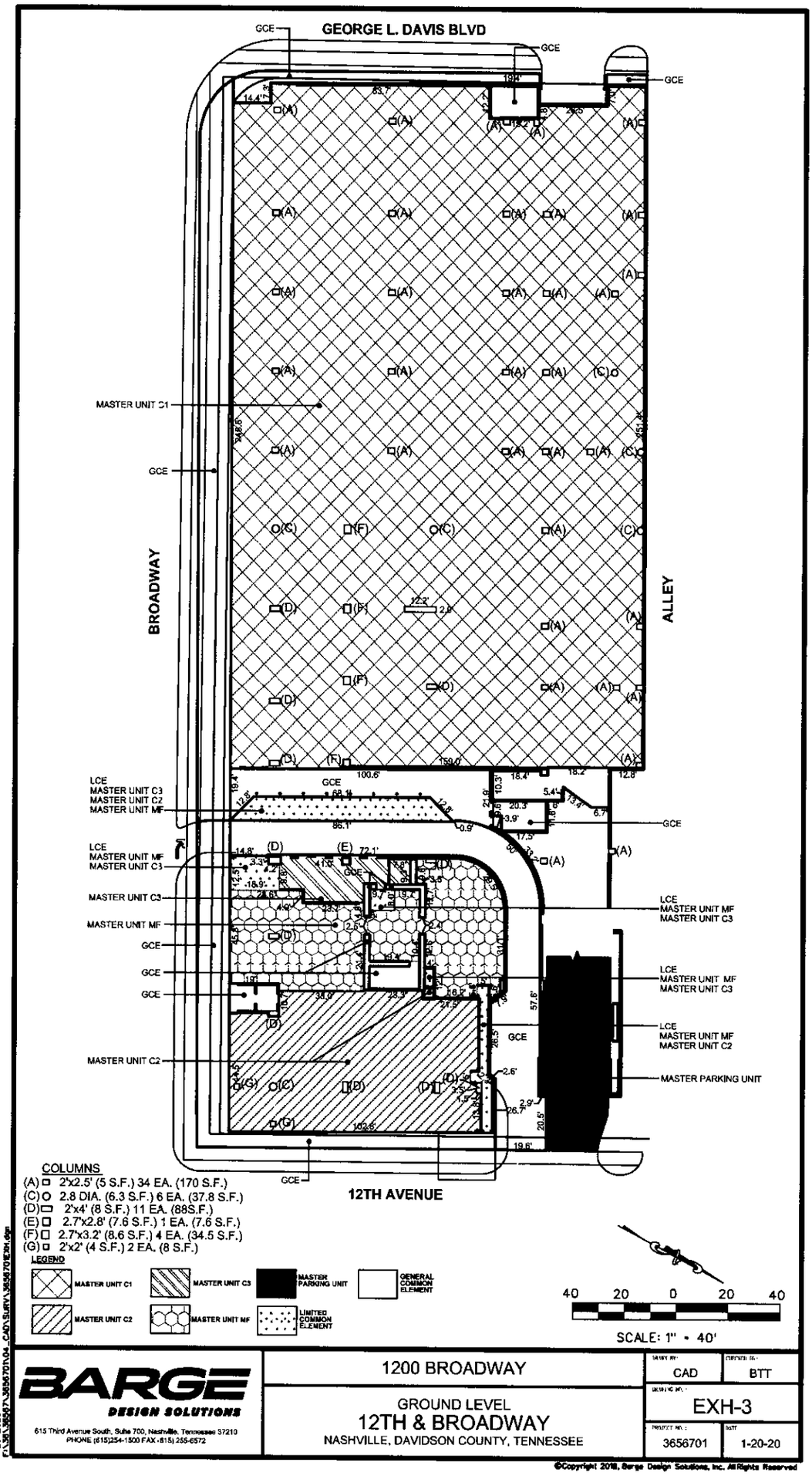
BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

1200 BROADWAY

PARKING LEVEL B1
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY:	CHECKED BY:
CAD	BTT
DRAWING NO.:	
EXH-2	
PROJECT NO.:	DATE:
3656701	01-20-20

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved



BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

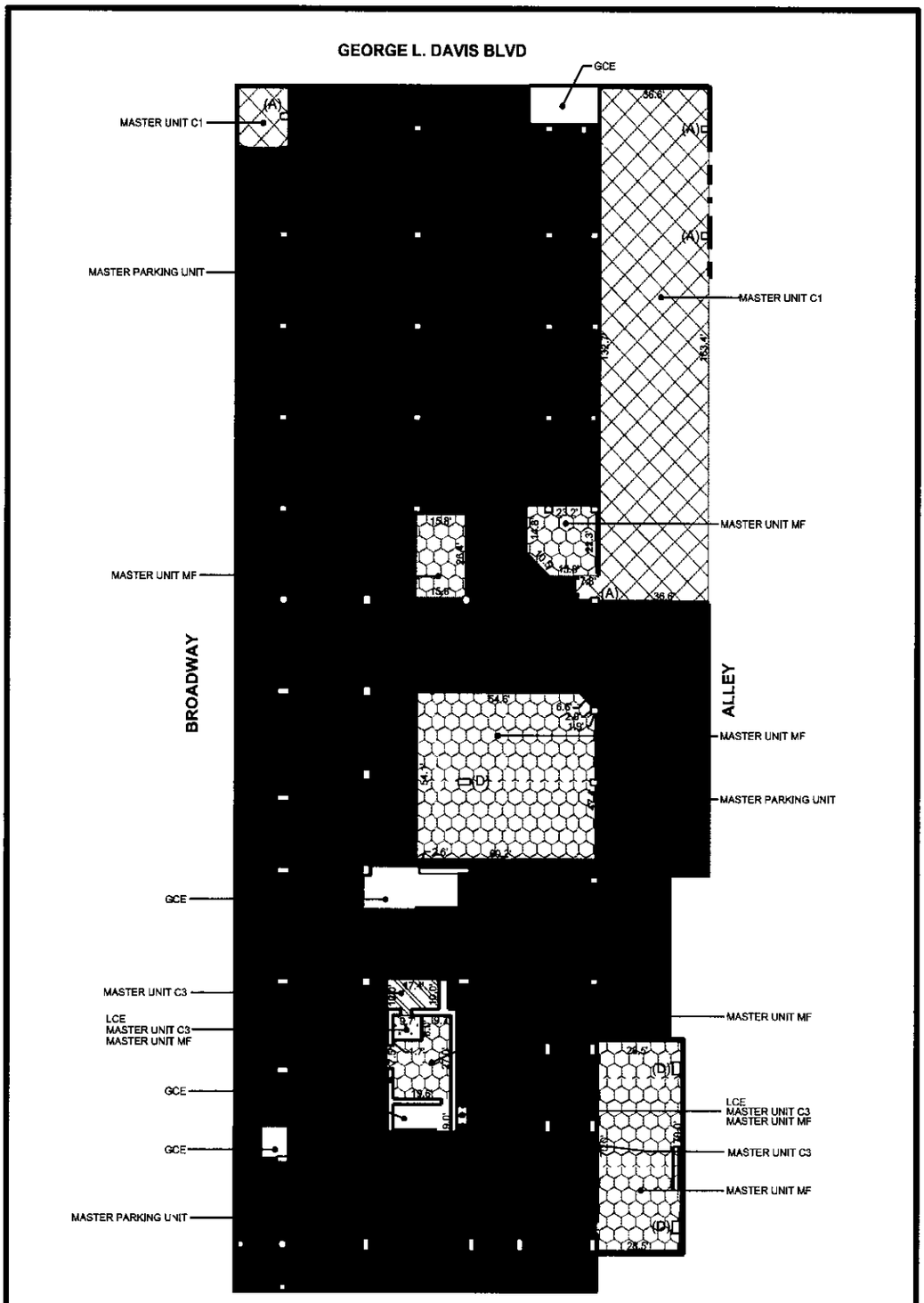
1200 BROADWAY

GROUND LEVEL
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY:	CHECKED BY:
CAD	BTT
DRAWING NO.:	
EXH-3	
PROJECT NO.:	DATE
3656701	1-20-20

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved

1/20/2020
F:\36\3656701\3656701-04-CAD\SURV\3656701EXH.dgn



COLUMNS
(A) 2'x2.5' (5 S.F.) 27 EA. (135 S.F.)
(C) 2.8 DIA. (6.3 S.F.) 2 EA. (12.6 S.F.)
(D) 2'x4' (8 S.F.) 18 EA. (144 S.F.)
(E) 2.7'x2.8' (7.6 S.F.) 1 EA. (7.6 S.F.)
(F) 2.7'x3.2' (8.6 S.F.) 4 EA. (34.4 S.F.)
(G) 2'x2' (4 S.F.) 2 EA. (8 S.F.)

LEGEND
MASTER UNIT C1
MASTER UNIT C2
MASTER UNIT C3
MASTER UNIT MF
MASTER PARKING UNIT
LIMITED COMMON ELEMENT
GENERAL COMMON ELEMENT

40 20 0 20 40
SCALE: 1" = 40'

1/20/2020

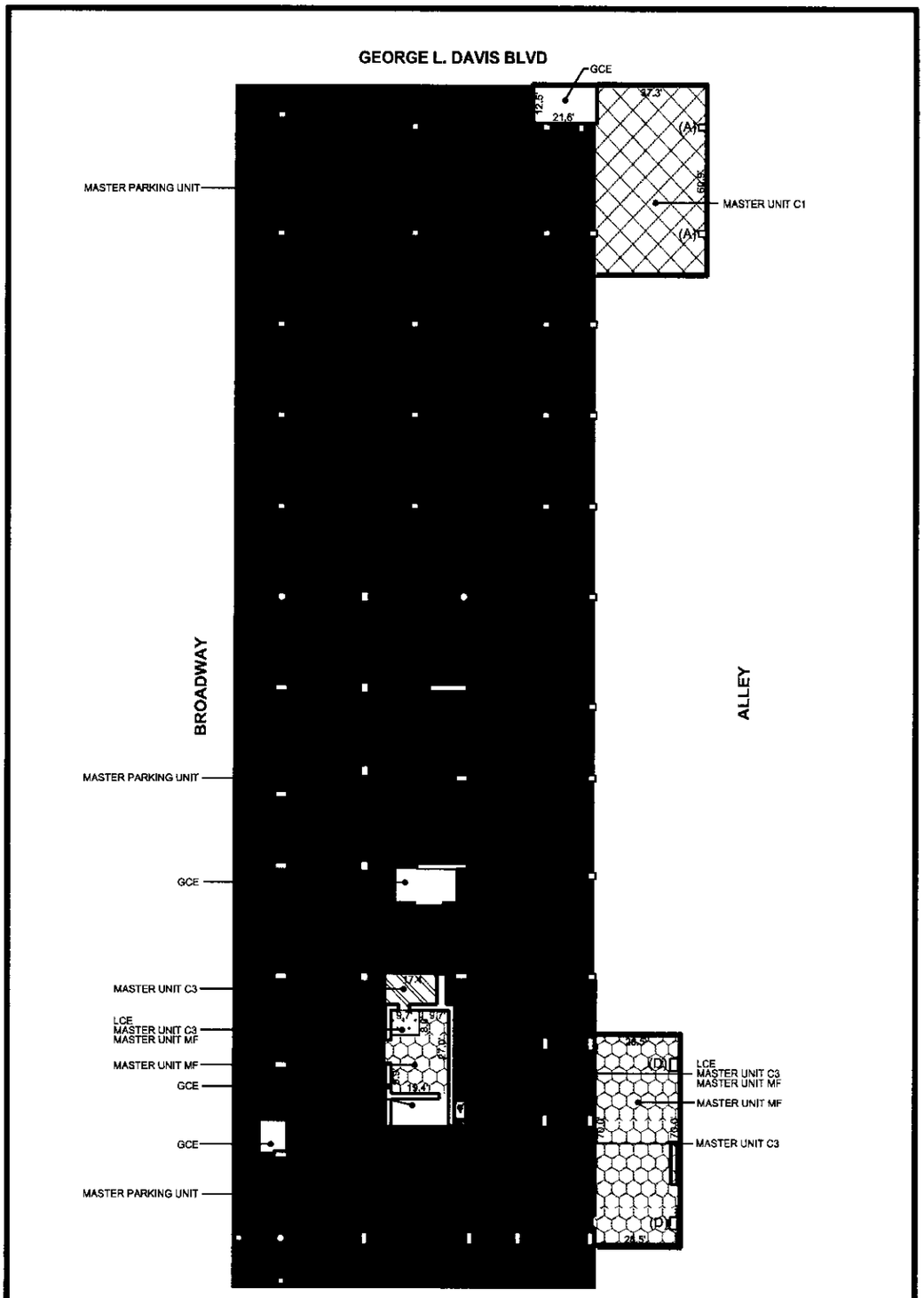
BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

1200 BROADWAY

PARKING LEVEL P2
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY	CHECKED BY
CAD	BTT
DRAWING NO.	
EXH-4	
PROJECT NO.	DATE
3656701	1-20-20

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved



COLUMNS

(A) ▫ 2'x2.5' (5 S.F.) 27 EA. (135 S.F.)
(C) ○ 2.8 DIA. (6.3 S.F.) 3 EA. (18.9 S.F.)
(D) ▯ 2'x4' (8 S.F.) 18 EA. (144 S.F.)
(E) ▫ 2.7'x2.8' (7.6 S.F.) 1 EA. (7.6 S.F.)
(F) ▫ 2.7'x3.2' (8.6 S.F.) 4 EA. (34.5 S.F.)
(G) ▫ 2'x2' (4 S.F.) 2 EA. (8 S.F.)

LEGEND

MASTER UNIT C1 | MASTER UNIT C3 | MASTER PARKING UNIT | GENERAL COMMON ELEMENT
MASTER UNIT C2 | MASTER UNIT MF | LIMITED COMMON ELEMENT

40 20 0 20 40

SCALE: 1" = 40'

1/20/2020
P:\3656701\CAD\SURVEY\3656701EXH.dgn

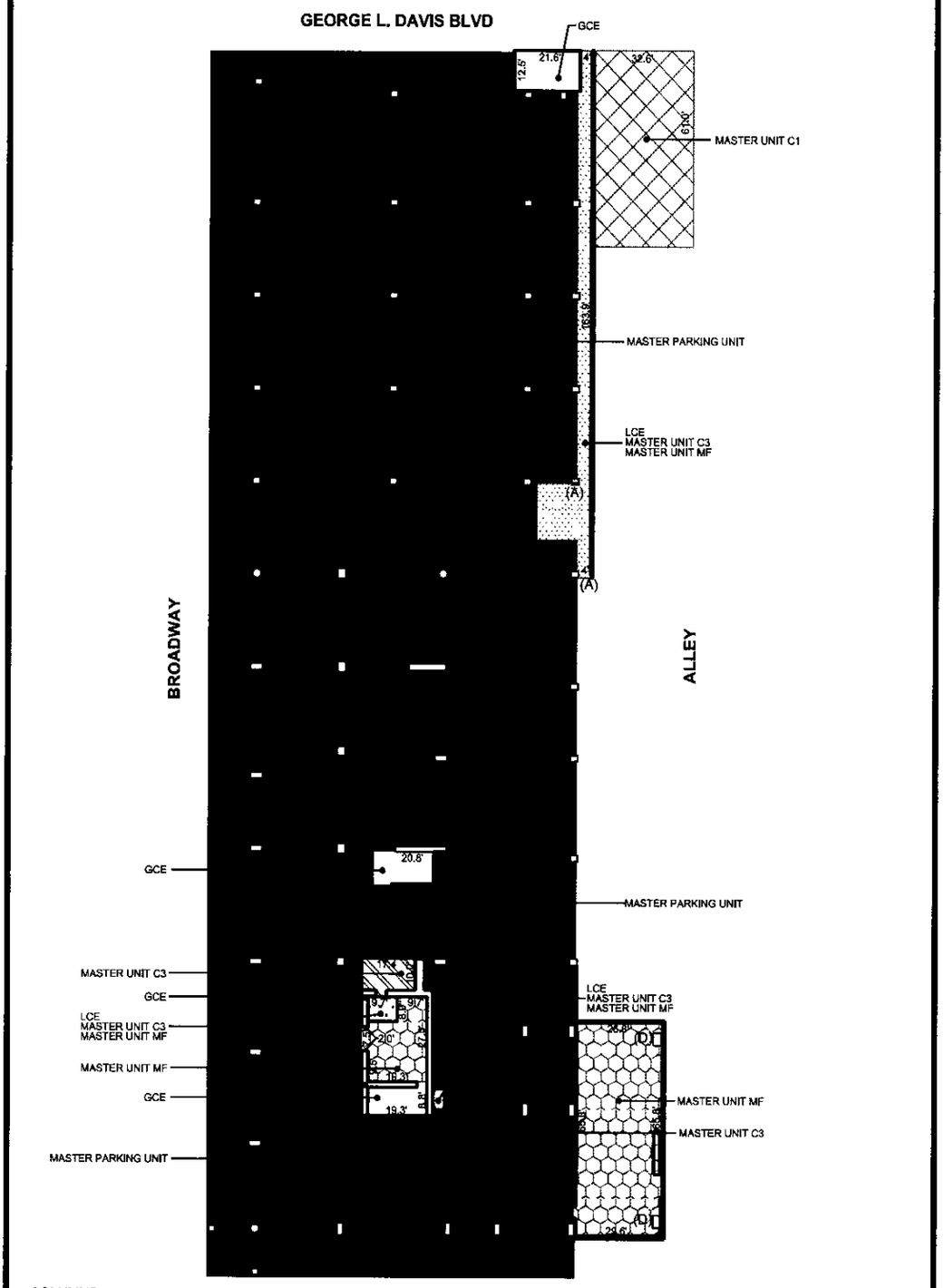
BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

1200 BROADWAY

PARKING LEVEL P3
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY:	CHECKED BY:
CAD	BTT
DRAWING NO.	
EXH-5	
PROJECT NO.	DATE
3656701	1-20-20

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved



BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

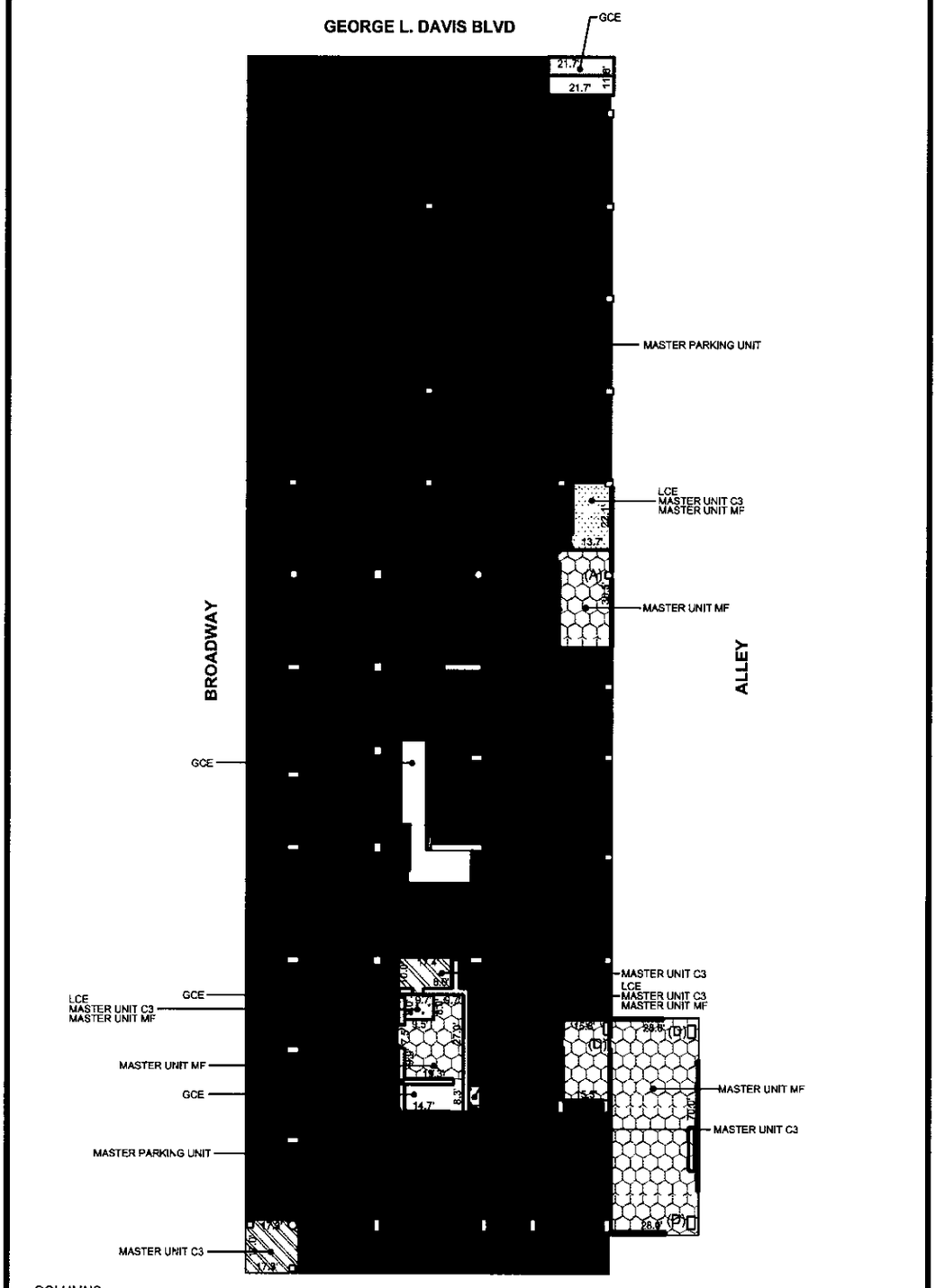
1200 BROADWAY

PARKING LEVEL P4
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY:	CHECKED BY:
CAD	BTT
DRAWING NO.	
EXH-6	
PROJECT NO.	DATE
3656701	1-20-20

1/20/2020

©Copyright 2018. Barge Design Solutions, Inc. All Rights Reserved



BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

1200 BROADWAY

PARKING LEVEL P5
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

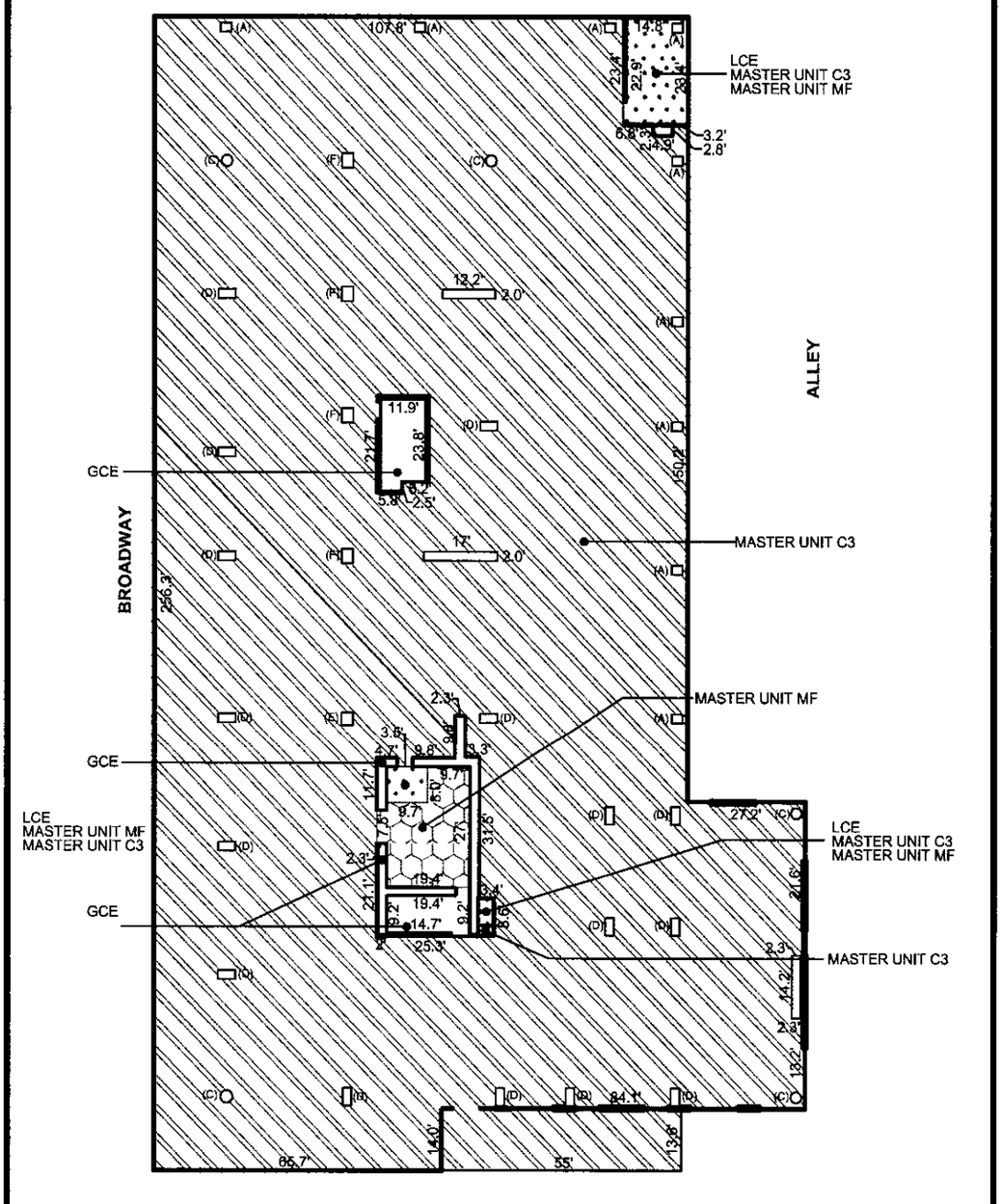
DRAWN BY:	CHECKED BY:
CAD	BTT

DRAWING NO.: EXH-7

PROJECT NO.	DATE
3656701	01-20-20

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved

1/20/2020
P:\36\3656701\04 - CAD\SURVEY\3656701EXH.dgn



COLUMNS
(A) 2'x2.5' (5 S.F.) 9 EA. (45 S.F.)
(C) 2.8 DIA. (6.3 S.F.) 5 EA. (31.5 S.F.)
(D) 2'x4' (8 S.F.) 16 EA. (128 S.F.)
(E) 2.7'x2.8' (7.6 S.F.) 1 EA. (7.6 S.F.)
(F) 2.7'x3.2' (8.6 S.F.) 4 EA. (34.5 S.F.)

LEGEND
MASTER UNIT C1
MASTER UNIT C3
MASTER PARKING UNIT
GENERAL COMMON ELEMENT
MASTER UNIT C2
MASTER UNIT MF
LIMITED COMMON ELEMENT

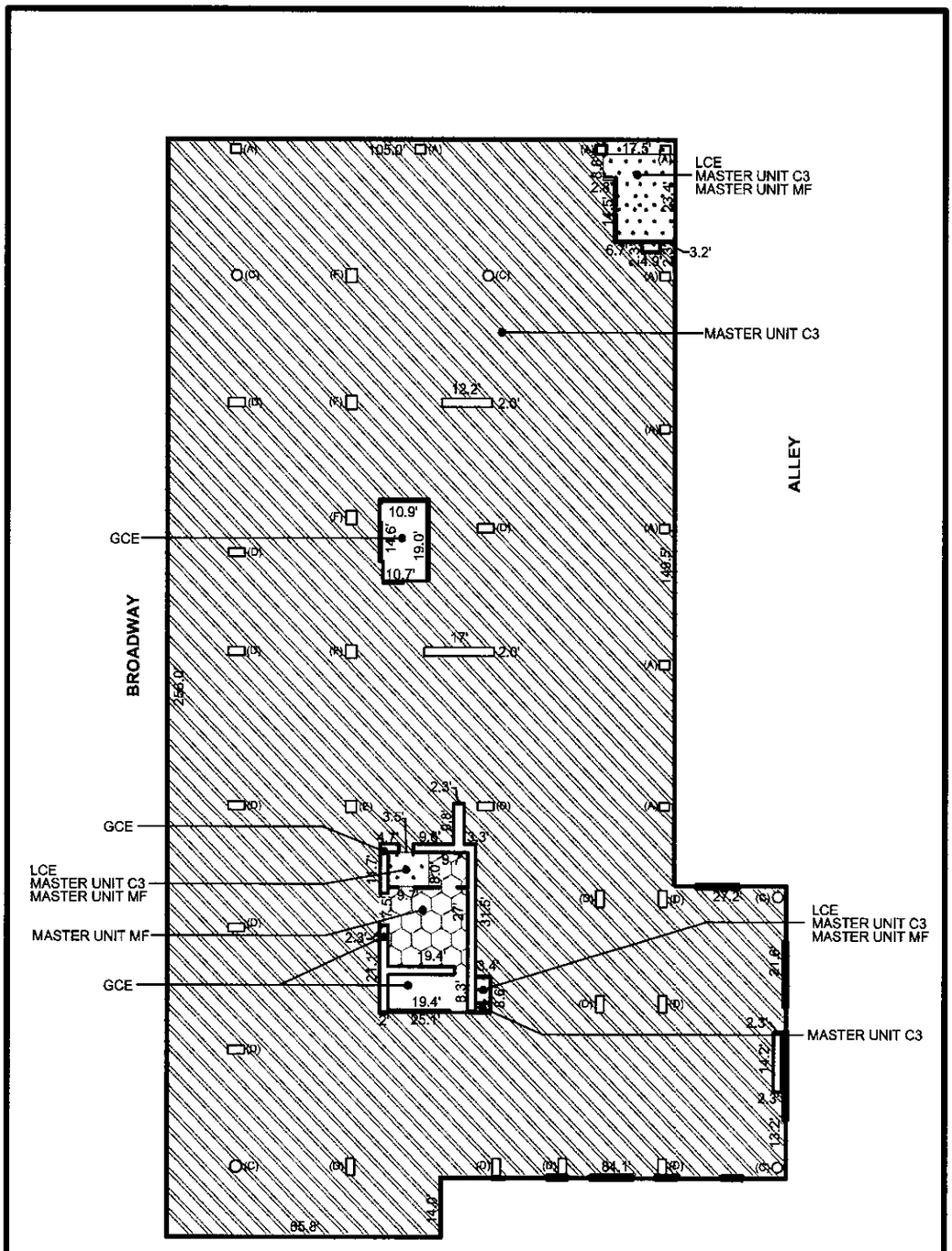
30 15 0 15 30
SCALE: 1" = 30'

BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615)255-6572

1200 BROADWAY
OFFICE LEVEL 6
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY:	CHECKED BY:
CAD	BTT
DRAWING NO.:	
EX-8	
PROJECT NO.:	DATE:
3656701	1-20-20

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved



COLUMNS
(A) ▭ 2'x2.5' (5 S.F.) 9 EA. (45 S.F.)
(C) ○ 2.8 DIA. (6.3 S.F.) 5 EA. (31.5 S.F.)
(D) ▯ 2'x4' (8 S.F.) 16 EA. (128 S.F.)
(E) ▭ 2.7'x2.8' (7.6 S.F.) 1 EA. (7.6 S.F.)
(F) ▭ 2.7'x3.2' (8.6 S.F.) 4 EA. (34.5 S.F.)

LEGEND
MASTER UNIT C1
MASTER UNIT C3
MASTER PARKING UNIT
GENERAL COMMON ELEMENT
MASTER UNIT C2
MASTER UNIT MF
LIMITED COMMON ELEMENT

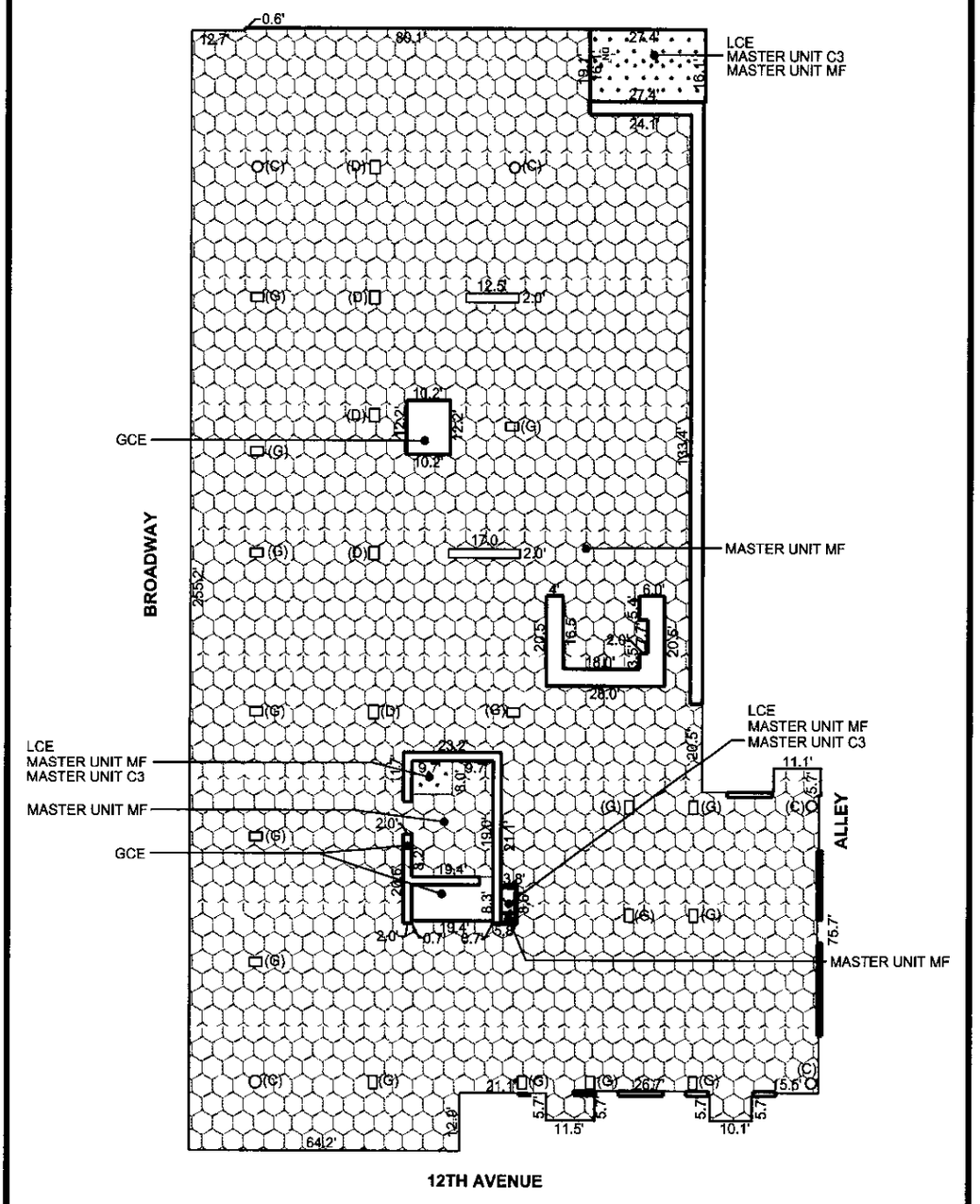
30 15 0 15 30
SCALE: 1" = 30'

BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

1200 BROADWAY
OFFICE LEVEL 7
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY:	CHECKED BY:
CAD	BTT
DRAWING NO.	
EX-9	
PROJECT NO.:	DATE:
3656701	1-20-20

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved



COLUMNS
(A) 2'x2.5' (5 S.F.) 9 EA. (45 S.F.)
(C) 2.8 DIA. (6.3 S.F.) 5 EA. (31.5 S.F.)
(D) 2'x4' (8 S.F.) 16 EA. (128 S.F.)
(E) 2.7'x2.8' (7.6 S.F.) 1 EA. (7.6 S.F.)
(F) 2.7'x3.2' (8.6 S.F.) 4 EA. (34.5 S.F.)

LEGEND
MASTER UNIT C1
MASTER UNIT C3
MASTER PARKING UNIT
GENERAL COMMON ELEMENT
MASTER UNIT C2
MASTER UNIT MF
LIMITED COMMON ELEMENT

30 15 0 15 30
SCALE: 1" = 30'

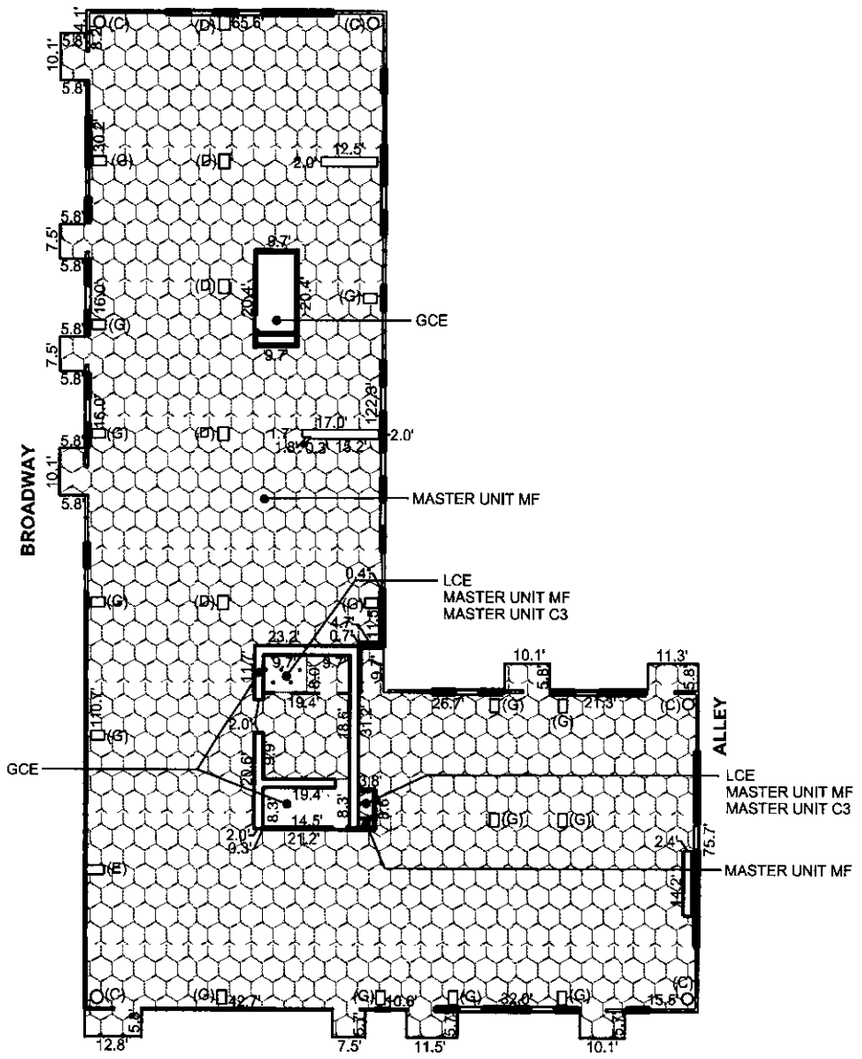
BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

1200 BROADWAY
LEVEL 8 - AMENITY DECK
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY:	CHECKED BY:
CAD	BTT
DRAWING NO.:	
EX-10	
PROJECT NO.	DATE
3656701	1-20-20

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved

1/20/2020



COLUMNS
(C) O 2.8 DIA. (6.3 S.F.) 5 EA. (31.5 S.F.)
(D) ▯ 2.4'x3' (7.2 S.F.) 5 EA. (36 S.F.)
(E) ▯ 2'x3.8' (7.6 S.F.) 1 EA. (7.6 S.F.)
(G) ▫ 2'x3' (4 S.F.) 15 EA. (60 S.F.)

LEGEND
MASTER UNIT C1 | MASTER UNIT C3 | MASTER PARKING UNIT | GENERAL COMMON ELEMENT
MASTER UNIT C2 | MASTER UNIT MF | LIMITED COMMON ELEMENT

30 15 0 15 30
SCALE: 1" = 30'

BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-8572

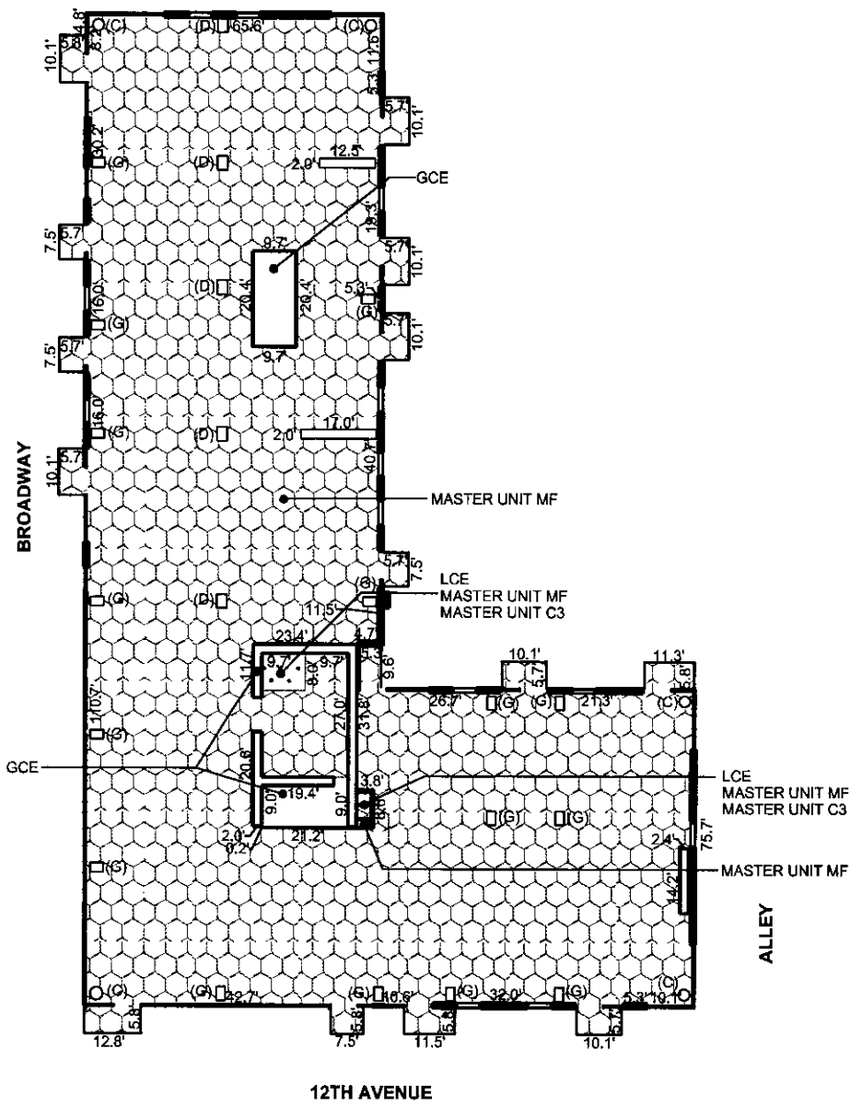
1200 BROADWAY

LEVEL 9
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY:	CHECKED BY:
CAD	BTT
DRAWING NO.:	
EX-11	
PROJECT NO.	DATE
3656701	1-20-20

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved

1/20/2020



BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615)255-6572

1200 BROADWAY

LEVELS 10, 11, 12, 13, 14, 15, 16, 17, 18 & 19
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

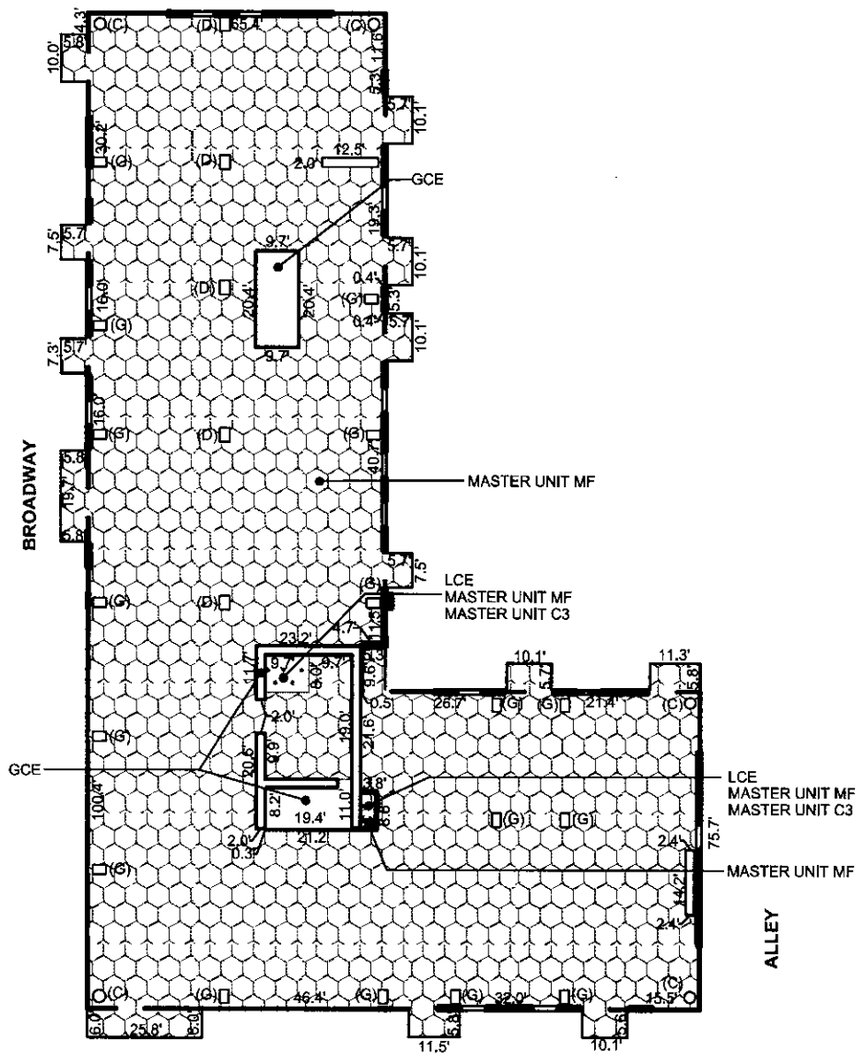
DRAWN BY	CHECKED BY
CAD	BTT

DRAWING NO.
EX-12

PROJECT NO.	DATE
3656701	01-15-20

1/20/2020
F:\3656701_3656701\04 - CAD\SURVEY\3656701EX-12.dwg

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved



COLUMNS
(C) ○ 2.8 DIA. (6.3 S.F.) 5 EA. (31.5 S.F.)
(D) □ 2.4'x3' (7.2 S.F.) 5 EA. (36 S.F.)
(G) □ 2'x3' (4 S.F.) 17 EA. (68 S.F.)

LEGEND
MASTER UNIT C1
MASTER UNIT C2
MASTER UNIT C3
MASTER UNIT MF
MASTER PARKING UNIT
LIMITED COMMON ELEMENT
GENERAL COMMON ELEMENT

30 15 0 15 30
SCALE: 1" = 30'

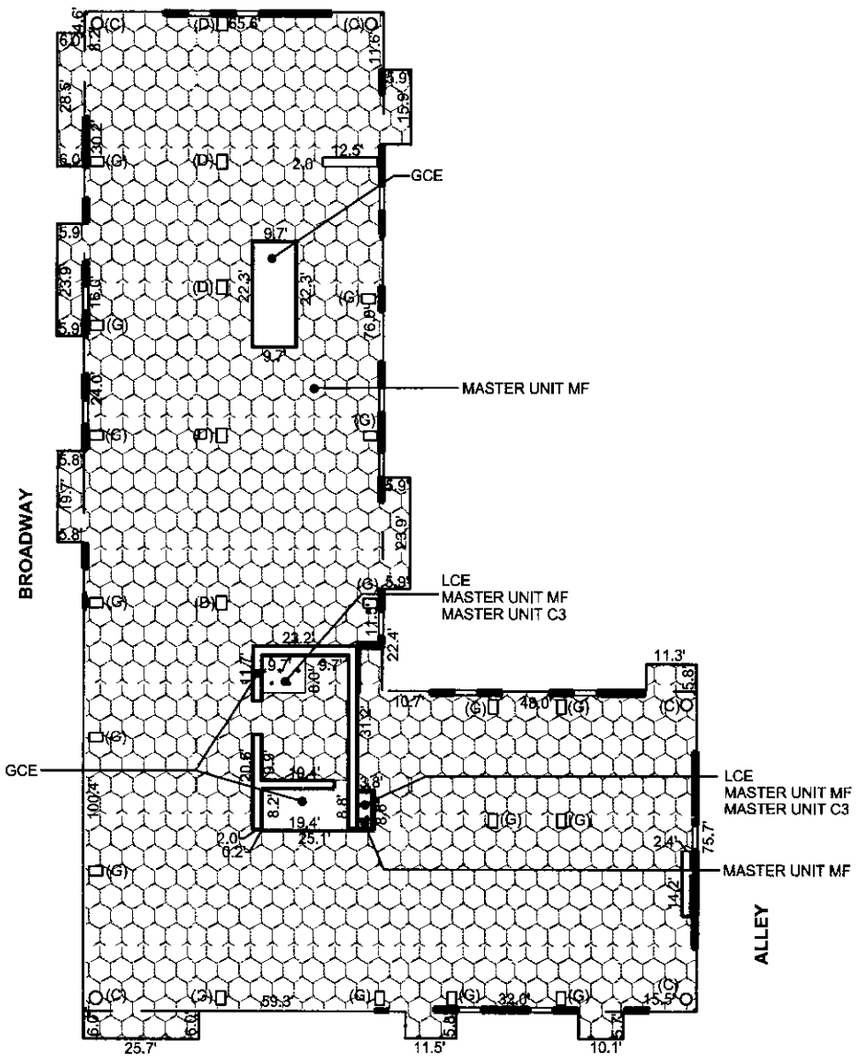
BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

1200 BROADWAY
LEVELS 20, 21, 22, 23 & 24
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY:	CHECKED BY:
CAD	BTT
PROJECT NO.:	
EX-13	
PROJECT NO.:	DATE:
3656701	1-20-20

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved

1/20/2020



COLUMNS
(C) ○ 2.8 DIA. (6.3 S.F.) 5 EA. (31.5 S.F.)
(D) □ 2.4'x3' (7.2 S.F.) 5 EA. (36 S.F.)
(G) ▫ 2'x3' (4 S.F.) 17 EA. (68 S.F.)

LEGEND
MASTER UNIT C1
MASTER UNIT C2
MASTER UNIT C3
MASTER UNIT MF
MASTER PARKING UNIT
LIMITED COMMON ELEMENT
GENERAL COMMON ELEMENT

30 15 0 15 30
SCALE: 1" = 30'

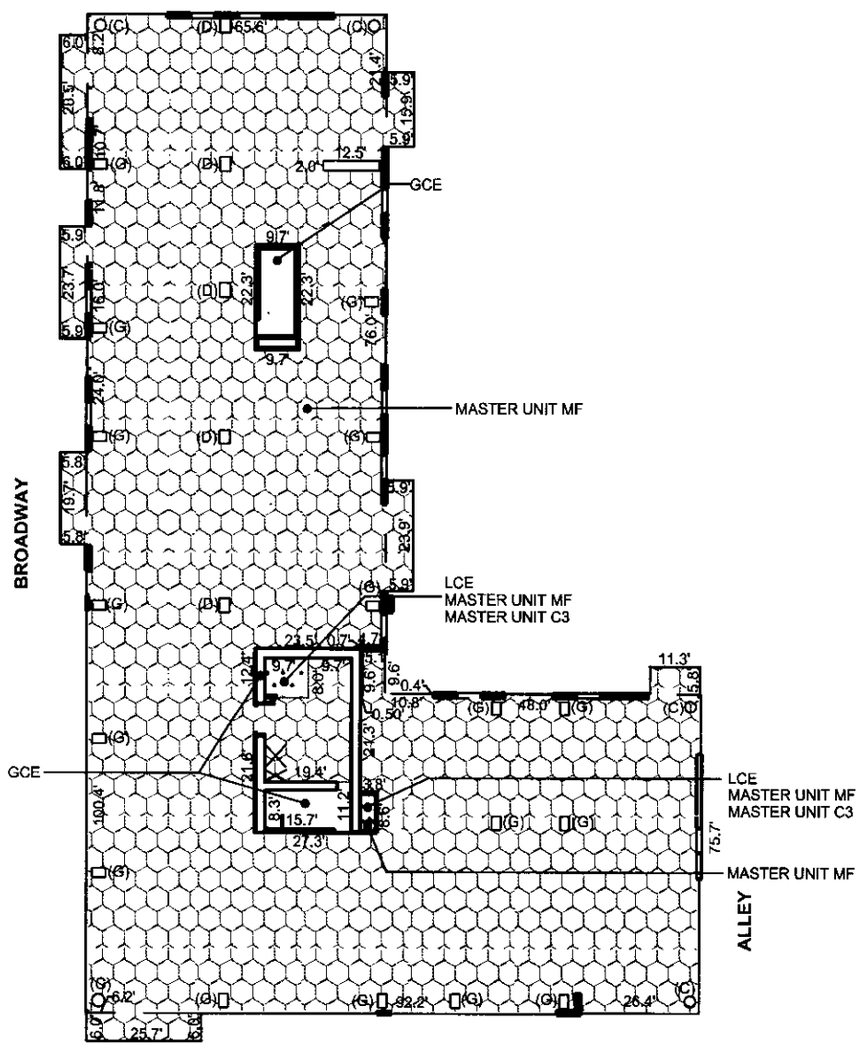
BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 372 0
PHONE (615)254-1500 FAX (615) 255-6572

1200 BROADWAY
LEVEL 25 - PENTHOUSE
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY: JMJ
CHECKED BY: BTT
DRAWING NO.: EX-14
PROJECT NO.: 3656701
DATE: 1-20-20

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved

1/20/2020



COLUMNS

(C) ○ 2.8 DIA. (6.3 S.F.) 5 EA. (31.5 S.F.)
(D) ▯ 2.4'x3' (7.2 S.F.) 5 EA. (36 S.F.)
(G) ▫ 2'x3' (4 S.F.) 18 EA. (72 S.F.)

LEGEND

MASTER UNIT C1 | MASTER UNIT C3 | MASTER PARKING UNIT | GENERAL COMMON ELEMENT
MASTER UNIT C2 | MASTER UNIT MF | LIMITED COMMON ELEMENT

30 15 0 15 30

SCALE: 1" = 30'

BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

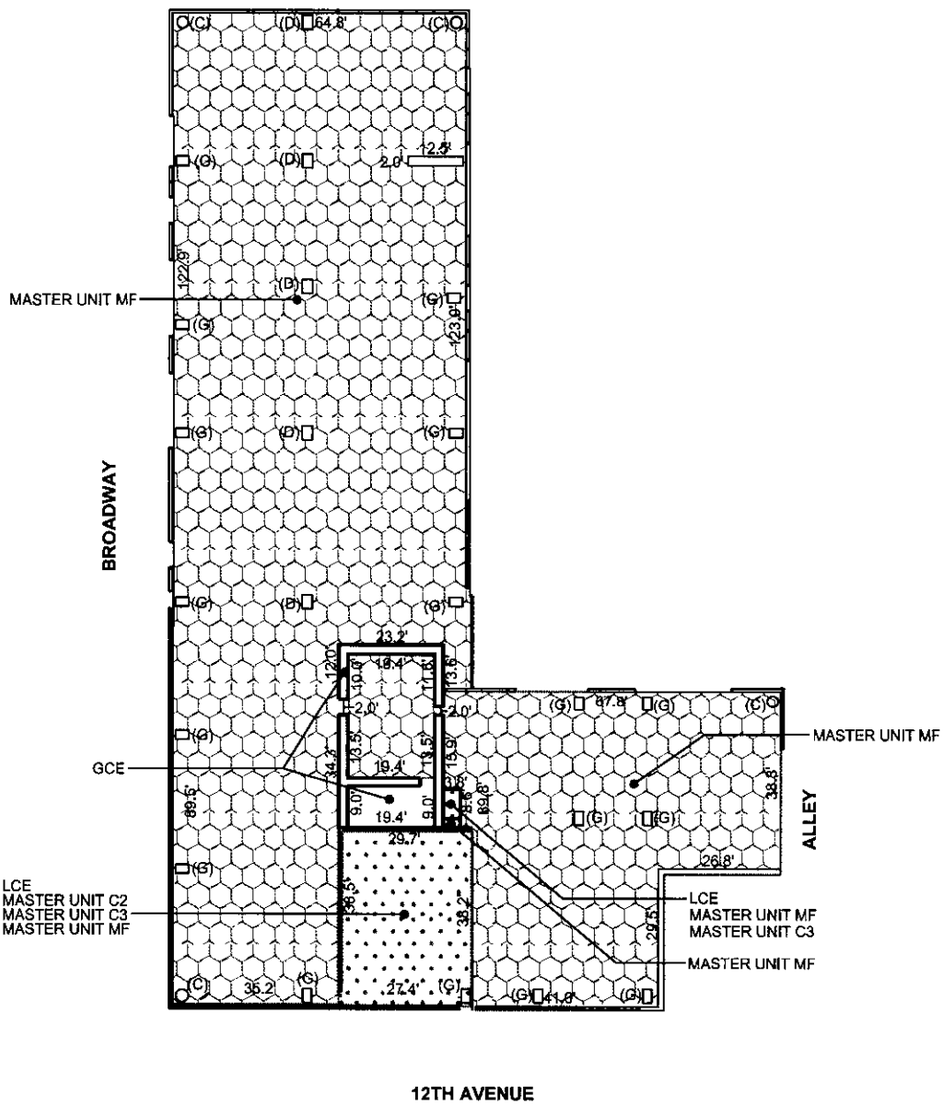
1200 BROADWAY

LEVEL 26 - SKYDECK
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY	CHECKED BY
CAD	BTT
DRAWING NO.	
EX-15	
PROJECT NO.	DATE
3656701	1-20-20

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved

1/20/2020



COLUMNS

(C) ○ 2.8 DIA. (6.3 S.F.) 4 EA. (25.2 S.F.)
(D) □ 2.4'x3' (7.2 S.F.) 5 EA. (36 S.F.)
(G) ▫ 2'x3' (4 S.F.) 16 EA. (64 S.F.)

LEGEND

MASTER UNIT C1 | MASTER UNIT C3 | MASTER PARKING UNIT | GENERAL COMMON ELEMENT
MASTER UNIT C2 | MASTER UNIT MF | LIMITED COMMON ELEMENT

30 15 0 15 30

SCALE: 1" = 30'

BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

1200 BROADWAY

LEVEL 27 - ROOF
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY:	CHECKED BY:
CAD	BTT
DRAWING NO.:	
EX-16	
PROJECT NO.:	DATE:
3656701	1-20-20

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved

1/20/2020

FLOOR	MASTER PARKING UNIT (S.F.)	MASTER UNIT M/F (S.F.)	GENERAL COMMON ELEMENT (S.F.)	LIMITED COMMON ELEMENT (S.F.)	MASTER UNIT C1 (S.F.)	MASTER UNIT C2 (S.F.)	MASTER UNIT C3 (S.F.)	TOTAL (S.F.)
FLOOR B2	-	759	480	249	45,023	-	164	46,675
FLOOR B1	1,729	458	5,722	2,588	48,123	-	180	58,780
GROUND LEVEL	1,723	4,073	8,433	1,260	39,190	4,911	933	60,523
FLOOR P2	38,383	6,659	1,252	102	6,361	-	189	50,946
FLOOR P3	44,851	2,484	1,051	102	2,293	-	188	50,769
FLOOR P4	44,342	2,507	933	110	2,072	-	92	50,056
FLOOR P5	42,781	3,522	1,296	398	-	-	374	48,371
OFFICE FLOOR 6	-	464	692	449	-	-	31,395	33,000
OFFICE FLOOR 7	-	464	677	485	-	-	30,827	32,253
AMENITY DECK-FLOOR 8	-	30,635	334	542	-	-	8	31,519
FLOOR 9	-	18,445	592	102	-	-	-	19,139
FLOOR 10	-	18,702	592	102	-	-	-	19,396
FLOOR 11	-	18,702	592	102	-	-	-	19,396
FLOOR 12	-	18,702	592	102	-	-	-	19,396
FLOOR 13	-	18,702	592	102	-	-	-	19,396
FLOOR 14	-	18,702	592	102	-	-	-	19,396
FLOOR 15	-	18,702	592	102	-	-	-	19,396
FLOOR 16	-	18,702	592	102	-	-	-	19,396
FLOOR 17	-	18,702	592	102	-	-	-	19,396
FLOOR 18	-	18,702	592	102	-	-	-	19,396
FLOOR 19	-	18,702	592	102	-	-	-	19,396
FLOOR 20	-	18,779	592	102	-	-	-	19,473
FLOOR 21	-	18,779	592	102	-	-	-	19,473
FLOOR 22	-	18,779	592	102	-	-	-	19,473
FLOOR 23	-	18,779	602	102	-	-	-	19,473
FLOOR 24	-	18,779	592	102	-	-	-	19,473
FLOOR 25- PENTHOUSE	-	18,931	592	102	-	-	-	19,625
FLOOR 26 - SKY DECK	-	18,756	592	102	-	-	-	19,450
FLOOR 27 - ROOF	-	16,165	471	1,166	-	-	-	17,802
TOTAL S.F.	171,809	405,237	31,997	9,267	143,062	4,911	64,150	830,233

BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

1200 BROADWAY

AREA COMPUTATIONS
12TH & BROADWAY
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY	CHECKED BY
CAD	BTT
DRAWING NO.	
EX-17	
PROJECT NO.	DATE
3656701	01-20-20

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved

12/20/2020
F:\365\3656701\04 - CAD\Sheets\3656701-04-EX-17.dwg

DEED REFERENCE

BEING PROPERTY CONVEYED TO 1200 BROADWAY, LLC BY DEED OF RECORD IN INST. NO. 20170908-0092689, R.O.D.C.

PROPERTY MAP REFERENCE

BEING PARCEL 112 AS SHOWN ON DAVIDSON COUNTY PROPERTY MAP NO. 93-09.

PLAT REFERENCE

BEING NEW PARCEL NO. 112 AS SHOWN ON THE CONSOLIDATION PLAT 12TH & BROAD, OF RECORD IN PLAT INST. NO. 20171018-0106772, R.O.D.C.

SURVEYOR'S DESCRIPTION

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING NEW PARCEL NO. 112 AS SHOWN ON THE CONSOLIDATION PLAT 12TH & BROAD, OF RECORD IN PLAT INST. NO. 20171018-0106772, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

CERTIFICATION:

I CERTIFY THIS SITE PLAN OF 12TH & BROADWAY, A CONDOMINIUM CONTAINS ALL INFORMATION REQUIRED BY T.C.A. SECTION 66-27-309.

BRAD T. THOMAS *DATE: MAY 7, 2020*

NAME

2431

LICENSE NUMBER

BRAD TYSON THOMAS
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
TENNESSEE NO. 2431

Brad T. Thomas
Digitally signed by Brad T. Thomas
Date: 2020.05.07 08:15:05 -05'00'

30 15 0 15 30

SCALE: 1" = 30'

5/7/2020
FILNAME:3656701-3656701\04_CAD\SURV\3656701EX18.dwg

BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

1200 BROADWAY	DRAWN BY: CAD / CHECKED BY: BTT
CERTIFICATION 12TH & BROADWAY NASHVILLE, DAVIDSON COUNTY, TENNESSEE	DRAWING NO.: EX-18
	PROJECT NO.: 3656701 / DATE: 5-07-20

©Copyright 2018, Barge Design Solutions, Inc. All Rights Reserved

ATTACHMENT 6

Approved Signage Locations

[Attached Hereto.]

Master Unit MF: 192.85 sf Allocated

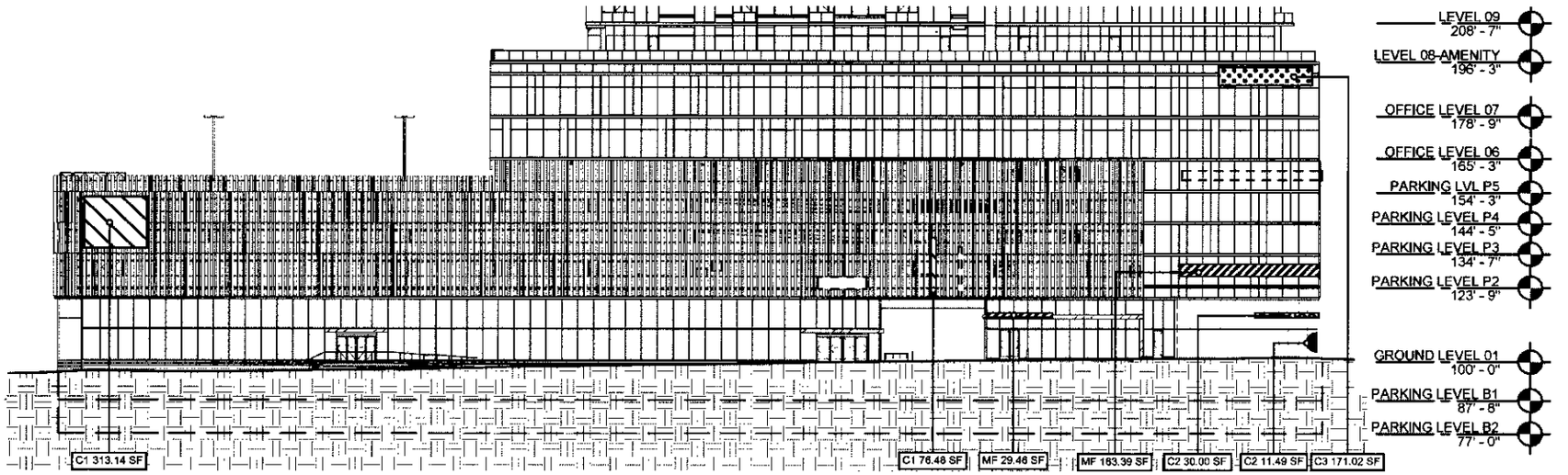
Master Unit C1: 374.63 sf Allocated

Master Unit C2: 41.49 sf Allocated

Master Unit C3: 171.02 sf Allocated

Master Parking Unit: 0 sf Allocated

Building Sign area allowed: 780 sf



SOUTH ELEVATION

0 25 50 FT

Master Unit MF: 720 sf Allocated

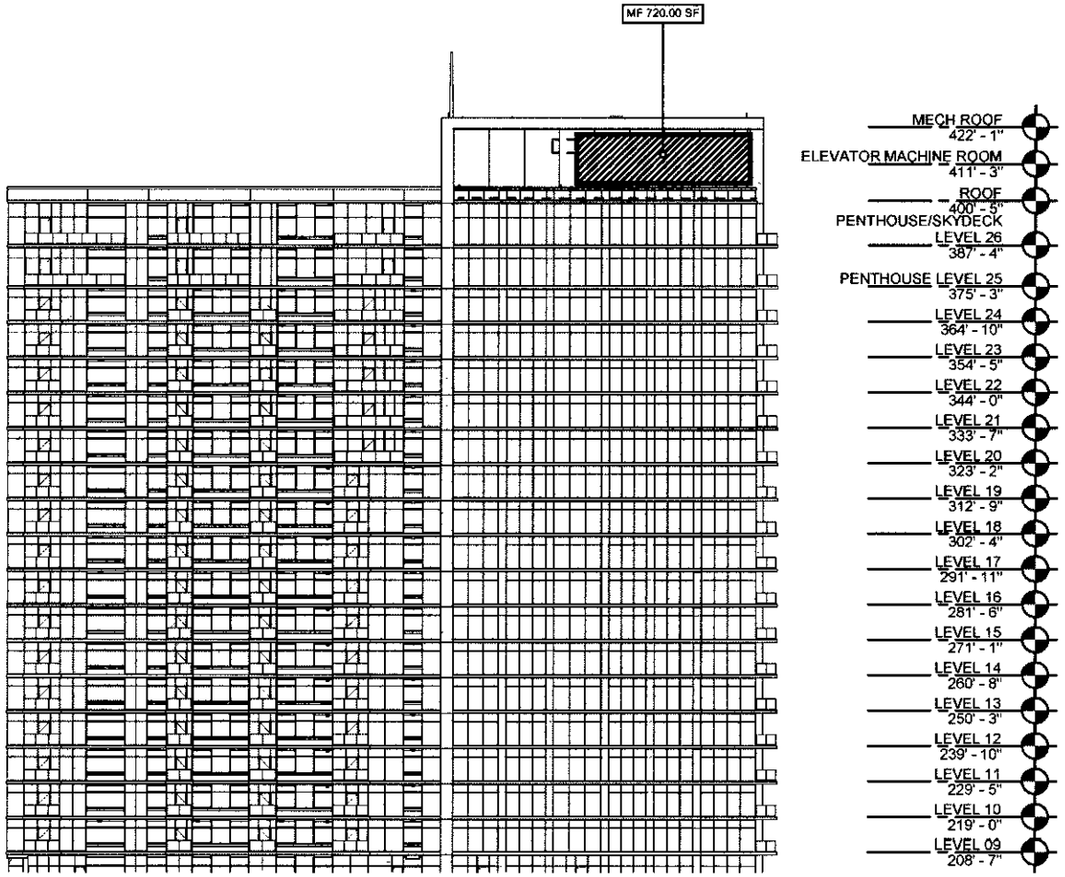
Master Unit C1: 0 sf Allocated

Master Unit C2: 0 sf Allocated

Master Unit C3: 0 sf Allocated

Master Parking Unit: 0 sf Allocated

Skyline sign area allowed: 720 sf



SOUTH ELEVATION

0 25 50 FT

Master Unit MF: 720 sf Allocated

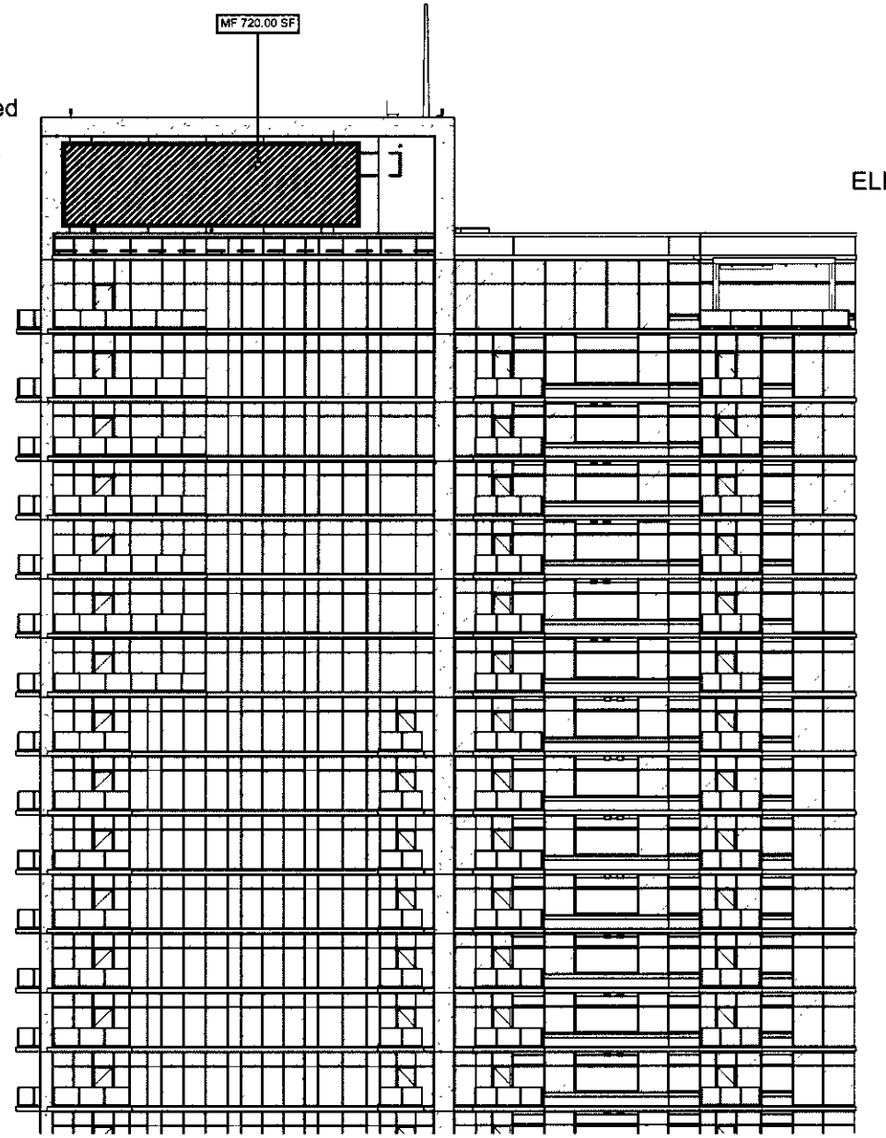
Master Unit C1: 0 sf Allocated

Master Unit C2: 0 sf Allocated

Master Unit C3: 0 sf Allocated

Master Parking Unit: 0 sf Allocated

Skyline sign area allowed: 720 sf



MECH ROOF
422' - 1"

ELEVATOR MACHINE ROOM
411' - 3"

ROOF
400' - 5"

PENTHOUSE/SKYDECK
LEVEL 26
387' - 4"

PENTHOUSE LEVEL 25
375' - 3"

LEVEL 24
364' - 10"

LEVEL 23
354' - 5"

LEVEL 22
344' - 0"

LEVEL 21
333' - 7"

LEVEL 20
323' - 2"

LEVEL 19
312' - 9"

LEVEL 18
302' - 4"

LEVEL 17
291' - 11"

LEVEL 16
281' - 6"

LEVEL 15
271' - 1"

LEVEL 14
260' - 8"

LEVEL 13
250' - 3"

EAST ELEVATION

0 15 30 FT

Master Unit MF: 85.14 sf Allocated

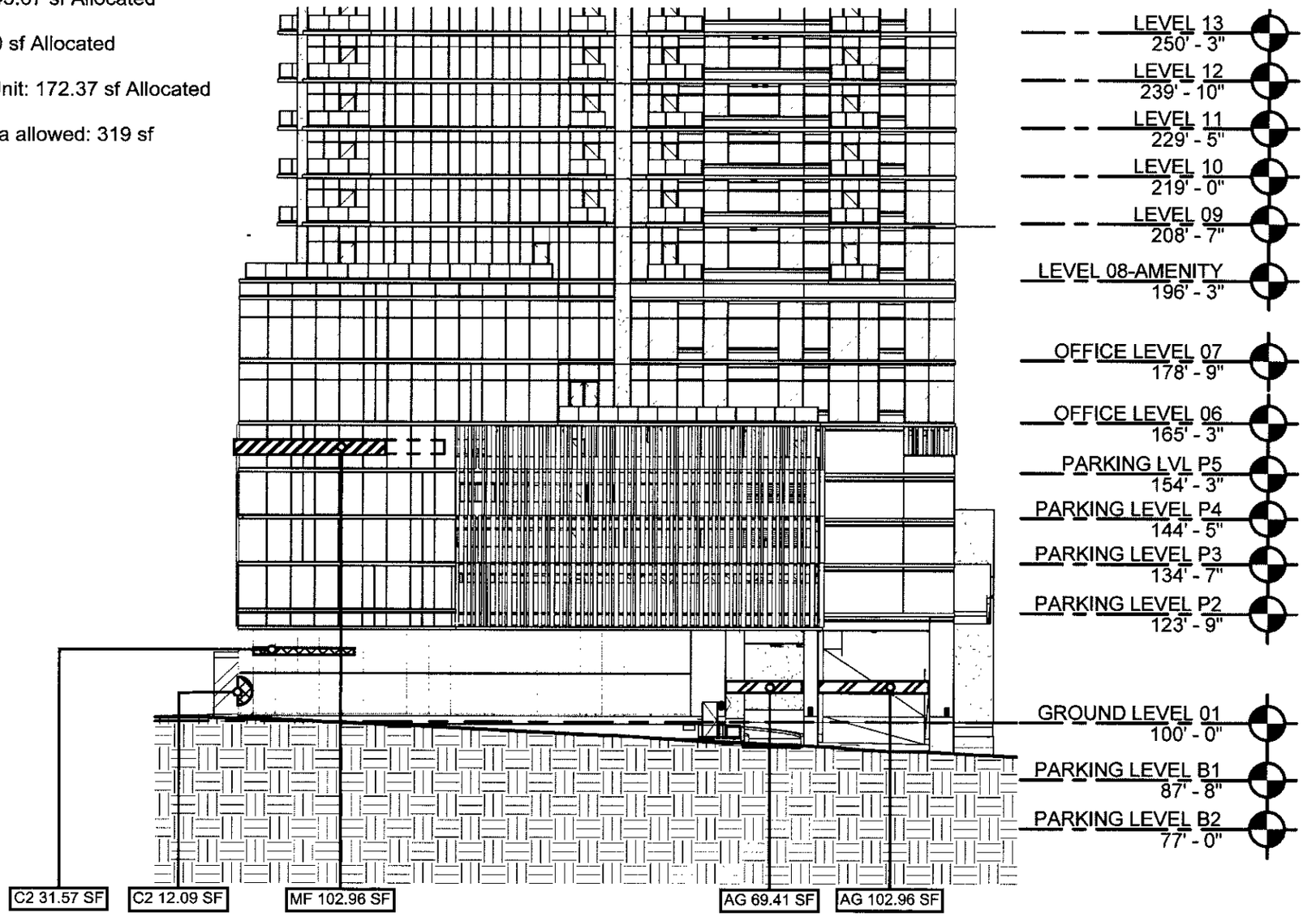
Master Unit C1: 0 sf Allocated

Master Unit C2: 43.67 sf Allocated

Master Unit C3: 0 sf Allocated

Master Parking Unit: 172.37 sf Allocated

Building Sign area allowed: 319 sf



EAST ELEVATION

0 15 30 FT

Master Unit MF: 720 sf Allocated

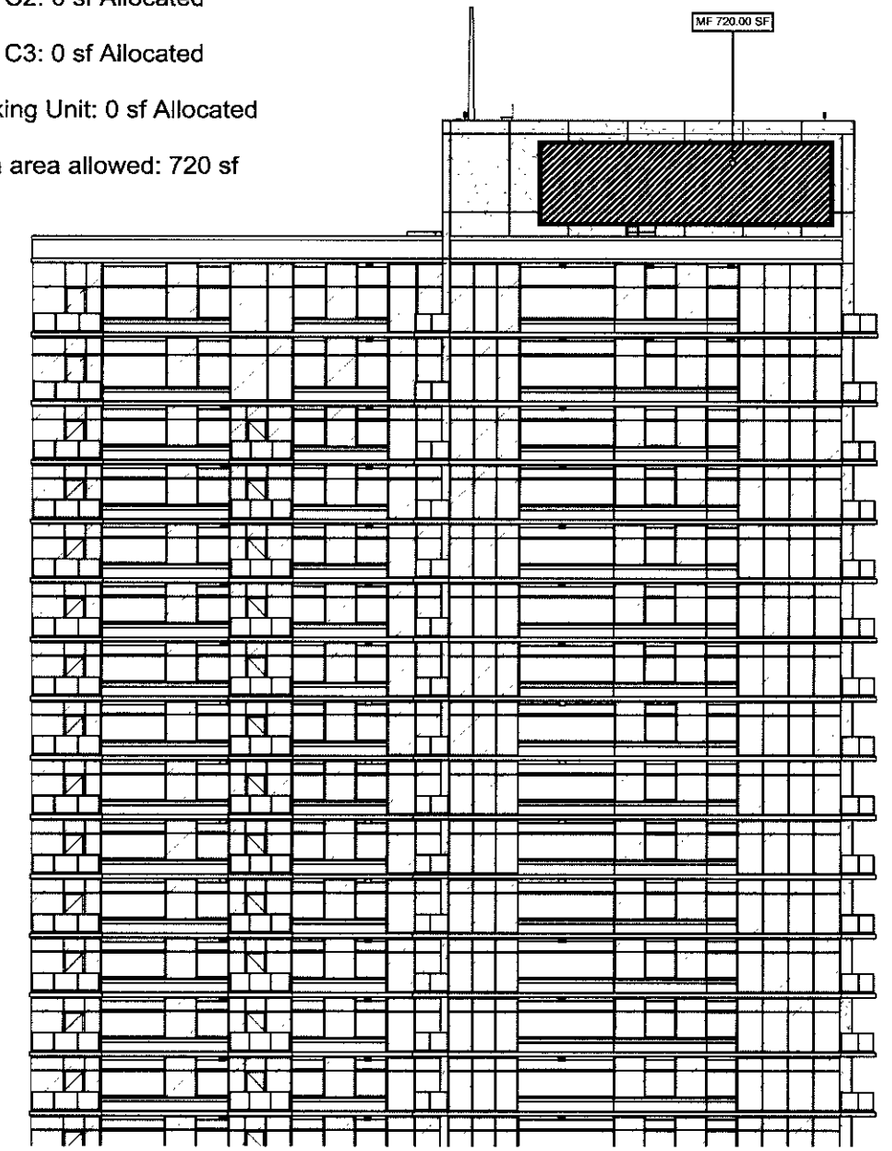
Master Unit C1: 0 sf Allocated

Master Unit C2: 0 sf Allocated

Master Unit C3: 0 sf Allocated

Master Parking Unit: 0 sf Allocated

Skyline sign area allowed: 720 sf



MECH ROOF
422' - 1"

ELEVATOR MACHINE ROOM
411' - 3"

ROOF
400' - 5"

PENTHOUSE/SKYDECK

LEVEL 26
387' - 4"

PENTHOUSE LEVEL 25
375' - 3"

LEVEL 24
364' - 10"

LEVEL 23
354' - 5"

LEVEL 22
344' - 0"

LEVEL 21
333' - 7"

LEVEL 20
323' - 2"

LEVEL 19
312' - 9"

LEVEL 18
302' - 4"

LEVEL 17
291' - 11"

LEVEL 16
281' - 6"

LEVEL 15
271' - 1"

LEVEL 14
260' - 8"

LEVEL 13
250' - 3"

WEST ELEVATION

0 15 30 FT

Master Unit MF: 0 sf Allocated

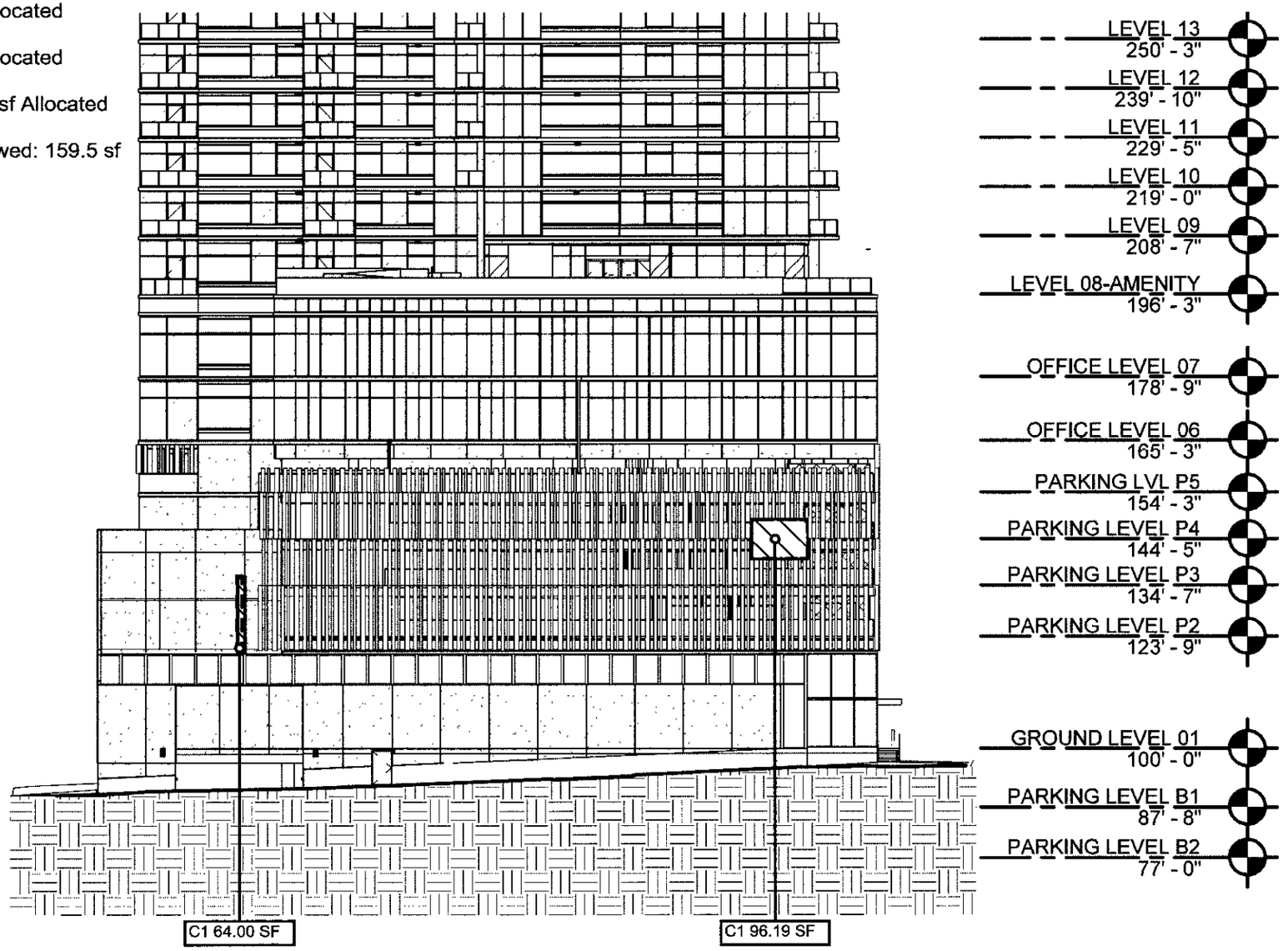
Master Unit C1: 160.19 sf Allocated

Master Unit C2: 0 sf Allocated

Master Unit C3: 0 sf Allocated

Master Parking Unit: 0 sf Allocated

Building Sign area allowed: 159.5 sf



WEST ELEVATION

0 1.5 30 FT

Master Unit MF: 0 sf Allocated

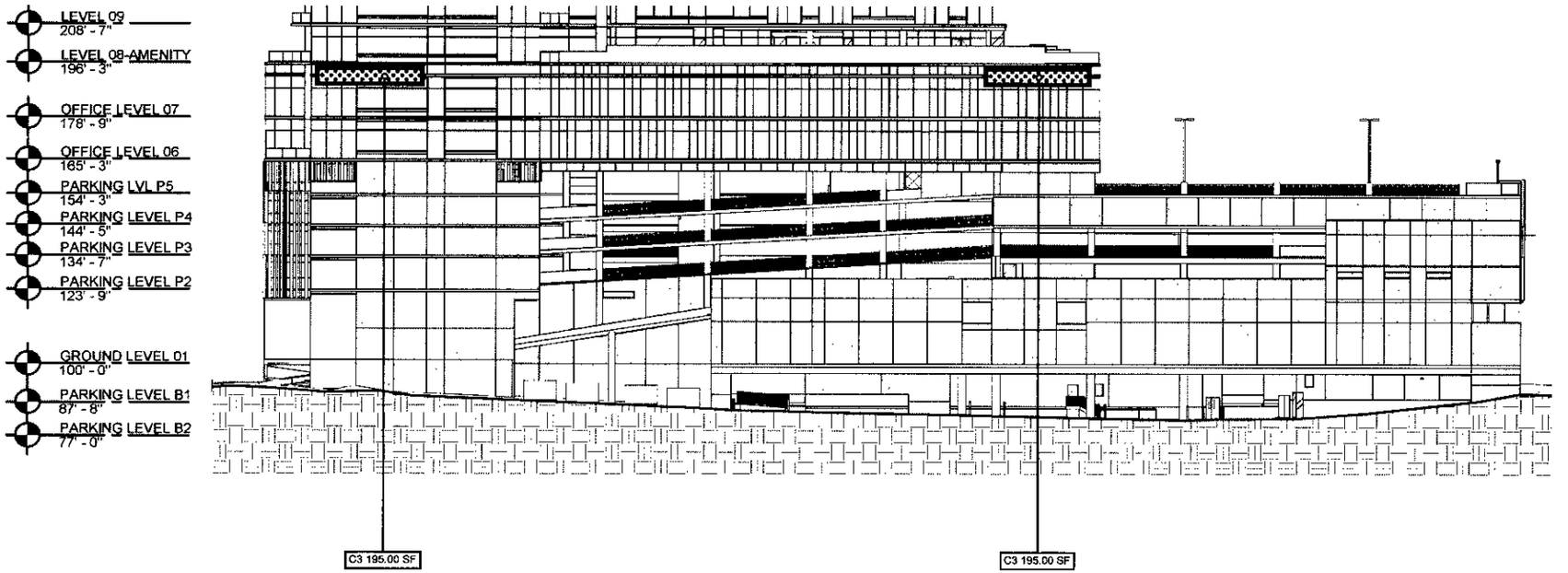
Master Unit C1: 0 sf Allocated

Master Unit C2: 0 sf Allocated

Master Unit C3: 390 sf Allocated

Master Parking Unit: 0 sf Allocated

Building sign area available: 390 sf



NORTH ELEVATION

0 25 50 FT

Master Unit MF: 720 sf Allocated

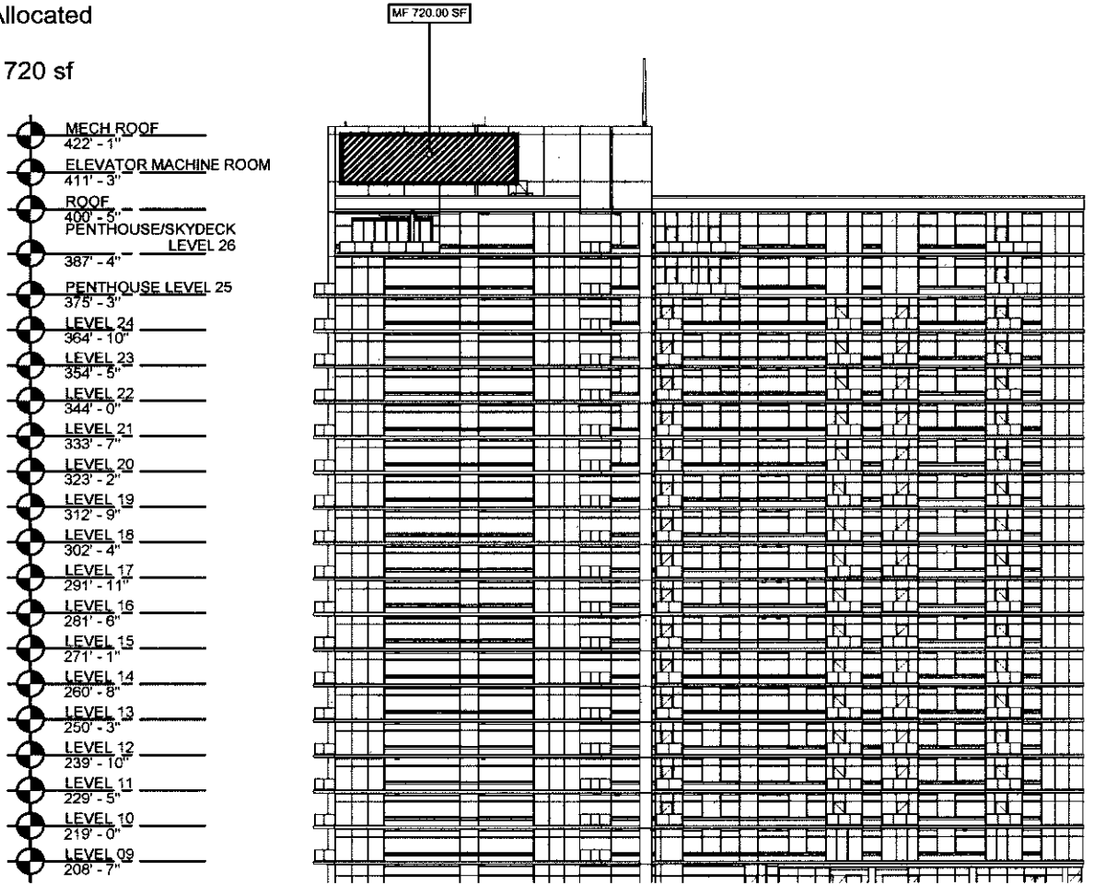
Master Unit C1: 0 sf Allocated

Master Unit C2: 0 sf Allocated

Master Unit C3: 0 sf Allocated

Master Parking Unit: 0 sf Allocated

Skyline sign area allowed: 720 sf



NORTH ELEVATION

0 25 50 FT

ATTACHMENT 7

Retail Anchor Tenant Special Provisions

Definitions

The following words and phrases, whether or not capitalized, have specified meanings when used in this Attachment 7, unless a different meaning is apparent from the context in which the word or phrase is used:

(a) "Exclusive Parking Area" includes all parking spaces in the underground parking garage contained within Master Unit C1.

(b) "Retail Anchor Tenant" means Whole Foods Market Group, Inc., and its successors and assigns to the Retail Anchor Tenant Lease.

(c) "Retail Anchor Tenant Affiliate" means Retail Anchor Tenant's parent company, any subsidiary of Retail Anchor Tenant, or any entity which controls, is controlled by, or is under common control with Retail Anchor Tenant, including, without limitation, Amazon.com, Inc.

(d) "Retail Anchor Tenant Lease" means that certain Lease dated April 28, 2016 between Whiskey Partners, Ltd., as landlord, and Whole Foods Market Group, Inc., as it may be amended, restated, or extended from time to time.

(e) "Retail Anchor Tenant Premises" means approximately 41,500 square feet contained in Master Unit C1, as depicted generally on the Plat and Plans, and any additional premises subject to the Retail Anchor Tenant Lease from time to time.

Notwithstanding any provision in this Master Declaration or any Sub-Declaration to the contrary, Retail Anchor Tenant's rights set forth in this Attachment 7 shall control.

Uses

(a) Permitted Uses. During the term of the Retail Anchor Tenant Lease, the Retail Anchor Tenant Premises shall be used for the operation of a grocery store, food market and/or supermarket in a manner similar to Retail Anchor Tenant's other stores operated under the same name (the "**Permitted Use**"). The Permitted Use may include, without limitation, (i) the sale of products, foods, merchandise, services and items generally sold in supermarkets, grocery stores or food markets including, without limitation, produce, meat, poultry, seafood, dairy, cereals, grains, fruits and vegetables, frozen foods, grocery products, household items, bulk foods, gourmet foods, bakery goods, prepared foods, alcoholic beverages (including wine, beer and package (i.e., "hard") liquor products and including for on and off-premises consumption), vitamins, body care products, cosmetics, health care items, beauty aids, plants,

flowers, books, magazines, bed sheets, towels and other household linens, clothing, medicinal herbs, naturopathic and homeopathic remedies, nutritional supplements, smoothies and/or fresh fruit drinks, and any other product, food, merchandise, services, or item sold in other supermarkets, grocery stores or food markets operated by Whole Foods Market, Inc. or by entities owned or controlled by Whole Foods Market, Inc.; (ii) the operation of an in-store bakery, brew pub, bar, microbrewery, cafe and/or a delicatessen style or sit down style restaurant, including the cooking required therefor, coffee bar and/or juice bar (Retail Anchor Tenant may have such number of seats for Retail Anchor Tenant's customers as Retail Anchor Tenant deems necessary or desirable and, if required by Legal Requirements with respect to alcohol sales or any in store brew pub or bar, a separate entrance to and/or demising walls for the brew pub or bar as may be required by connection with such use); (iii) providing services ancillary or complementary to the foregoing including, without limitation, a branch bank, cooking demonstrations and cooking classes, coffee roasting, and providing massages, pedicures and other spa type services; (iv) the sale and production of any other products, foods, merchandise, and items and/or the provision of any other services or the conduct of any other activity that Retail Anchor Tenant may from time to time deem to be desirable, including those that may arise from future innovations to or changes in Retail Anchor Tenant's business; (v) sale of electronics, memberships, subscriptions and warranties; (vi) storage of Retail Anchor Tenant's and/or a Retail Anchor Tenant Affiliate's products, foods, merchandise, and other items (but in no event shall storage on behalf of a Retail Anchor Tenant Affiliate exceed 5,000 square feet); (vii) installing Retail Anchor Tenant's and/or a Retail Anchor Tenant Affiliate lockers for customer pick up of items purchased from Retail Anchor Tenant and/or a Retail Anchor Tenant Affiliate; and (viii) offering delivery and customer pick up. Retail Anchor Tenant shall be responsible for (A) obtaining any required licenses and permits for Retail Anchor Tenant's operations in the Retail Anchor Tenant's Premises, and (B) complying with all Legal Requirements concerning the cleanliness, safety and operation of the Retail Anchor Tenant's Premises. So long as another Tenant in the Regime is operating a prescription pharmacy, Retail Anchor Tenant shall not operate a prescription pharmacy.

(b) Prohibited and Restricted Uses.

(i) So long as the Retail Anchor Tenant Lease is in full force and effect, no portion of the Regime, including the Retail Anchor Tenant Premises, shall be used for the following uses (except as expressly provided below or to the extent Retail Anchor Tenant consents to such use in writing):

A. any movie theater, bowling alley (except those found in Class A centers, including but not limited to Pinstripes, Red Pin, Lucky Strike, or Highball), dance hall or discotheque;

B. schools of any nature (including, without limitation any cooking school or cooking classes (except as such may be run by Retail Anchor Tenant, and except that a cooking school or cooking class to serve the Tenants of Master Unit MF and their guests shall be permitted),

beauty school, barber college, reading room, place of instruction, or any other operation serving primarily students or trainees rather than retail customers), but not excluding a tutoring facility;

C. any church, synagogue or other religious facility;

D. any gasoline or service station, automotive service or repair business;

E. any facility for the sale, lease or rental of automobiles, trucks, motorcycles, recreational vehicles, boats or other vehicles;

F. except for any use associated with the operation of a Whole Foods Market grocery store (e.g., an in store brew pub), any manufacturing facility;

G. any dry cleaner (except that a drop off/pick up only type of facility shall be allowed);

H. any retail operation in which more than 20% of the sales area of such operation is used for the display and/or sale of clothing or goods commonly referred to as close outs, manufacturer's overruns, or excess inventory or manufacturer's seconds or imperfect merchandise;

I. any "second hand" store, used clothing or thrift store, pawn shop, Salvation Army type store, "surplus" store or liquidation outlet;

J. any discount retailer (such as, without limitation, "dollar" stores such as Family Dollar);

K. any mortuary or funeral parlor;

L. any coin operated laundry except as typical in any residential development in the residential portions of the Regime;

M. any children's recreational, educational or day-care facility, except for a first-class operator such as Gymboree (except for use by Tenants of Master Unit MF and their guests which shall be permitted so long as such use does not impair Retail Anchor Tenant's ability to obtain and/or maintain a license to sell alcoholic beverages (including wine and beer) for on- or off-premises consumption from the Retail Anchor Tenant Premises);

N. any massage parlor (except that a therapeutic massage facility such as "Massage Envy" shall be allowed);

O. any marijuana dispensary, store or shop; and

P. any use inconsistent with the customary character of a first-class retail shopping center (such as, without limitation, any "head" shop, adult book shop or adult movie house, or tattoo or piercing parlor).

(c) Restrictive Covenant. Except as prohibited by applicable Legal Requirements, and so long as the Retail Anchor Tenant Lease is in full force and effect, no portion of the Regime (other than the Retail Anchor Tenant Premises, to the extent permitted under the Retail Anchor Tenant Lease) shall be used for:

(i) Any salad bar, delicatessen, any other business that sells any prepared foods (including, without limitation, pizza, salad, sandwiches or soups) for on- or off-premises consumption; provided, however, that the foregoing shall not be construed to prohibit vending machines and other "grab and go" concessions within the office portions of the Regime which are typically ancillary to the operation of commercial offices.

(ii) LYFE Kitchen, Veggie Grill, The Plant, Tender Greens, SweetGreen, Native Foods, or any similar business that specializes in vegan and vegetarian items.

(iii) Any coffee store and/or coffee bar, except for customary coffee services provided as amenities for residences of the residential portion of the Regime or offices for any portion of the Regime used for office purposes.

(iv) Any juice and/or smoothie bar, except for customary juice services provided as amenities for residences of the residential portion of the Regime.

(v) The sale for off-premises consumption of produce, meat, poultry, seafood, dairy, cheese, cereals, grains, fruits and vegetables, frozen foods, grocery products, bulk foods, gourmet foods, bakery goods, body care products, cosmetics, health care items, beauty aids, plants, flowers, vitamins, medicinal herbs, naturopathic or homeopathic remedies, nutritional supplements, coffee beans, smoothies and/or fresh fruit drinks, ice cream, frozen yogurt and/or gelato (except as provided as part of restaurant uses permitted above); provided, that the sale of food and beverage items in vending machines, community rooms, meeting rooms, outdoor pool decks or other residential or office areas of the Regime during private events (e.g. private receptions) or during charitable or other public community gatherings shall be permitted.

(vi) Any use that would impair Retail Anchor Tenant's ability to obtain and/or maintain a license to sell alcoholic beverages (including wine and beer) for on- or off-premises consumption from the Retail Anchor Tenant Premises.

(d) Exceptions to Restrictions. Notwithstanding the foregoing, the provisions of Section (c) above shall not:

(i) Prohibit the Owner of a Master Unit from leasing other portions of the Regime, provided not more than two (2) restaurants shall be operated within the Regime at any one time, including without limitation sandwich shops, coffee shops, or ice cream shops so long as sale of gelato is not the primary use of such store (unless at that time Retail Anchor Tenant is not operating a counter at the Retail Anchor Tenant Premises devoted to sales of gelato, in which

case a shop may be primarily devoted to sale of gelato), and including without limitation restaurants that sell prepared foods (including, without limitation, pizza, salad, sandwiches or soups) for on- or off-premises consumption.

(ii) Prohibit customary uses and amenities in the residential portion of the Regime such as coffee bars, dog runs, gyms, meeting rooms, community rooms, bike and other storage areas, etc. that are intended for residential occupants and their guests,

(iii) Prohibit "incidental sales" of any of the prohibited items listed in Subsection (c)(v) above by any Tenant or Occupant in the Regime. For purposes of the foregoing, a Tenant or Occupant shall be deemed to be conducting "incidental sales" of such prohibited items only if the aggregate floor area in such Tenant's or Occupant's premises devoted to the display of such items (other than those items the sale of which is completely prohibited as provided below) does not exceed the lesser of (A) 2% of the Rentable Area of such Tenant's or Occupant's premises, or (B) 100 square feet. Notwithstanding the foregoing, however, the sale of the following (even if such sales be considered only "incidental sales") by any Tenant or Occupant in the Regime is expressly prohibited: (1) meat, poultry and/or seafood for off-premises consumption, (2) cheese for off-premises consumption; and (3) vitamins, naturopathic and/or homeopathic remedies, and nutritional supplements for off-premises consumption.

For purposes of these restrictions the "Rentable Area" of a premises shall be the actual, as-built number of square feet of rentable area within such premises including, if applicable, the area occupied by walls, columns, elevators, dumb waiters, stairs, escalators, conveyors or other interior construction and equipment measured from the exterior face of the exterior demising walls of such premises and from the center line of the interior demising walls (i.e. the common, party walls) of such premises.

Parking

So long as the Retail Anchor Tenant Lease is in effect, the Exclusive Parking Area is subject to the following:

(a) Rights of Retail Anchor Tenant. Subject to the terms of the Retail Anchor Tenant Lease, Retail Anchor Tenant shall have the following rights regarding the Exclusive Parking Area:

(i) Retail Anchor Tenant may install, at its sole cost and expense, a shopping cart corral system selected or designed by Retail Anchor Tenant within the Exclusive Parking Area in locations selected by Retail Anchor Tenant.

(ii) Retail Anchor Tenant shall have the right to elect to have the Exclusive Parking Area to be reserved for the exclusive use of Retail Anchor Tenant and its invitees and to set time limits for such period as Retail Anchor Tenant may designate in its sole discretion from time to time. Retail Anchor Tenant shall have the right, at its cost and expense, to monitor and enforce its

exclusive use of the Exclusive Parking Area, including without limitation, the right to have violating cars towed.

(iii) Within the Exclusive Parking Area, Retail Anchor Tenant may designate portions of the Exclusive Parking Area as (A) reserved parking for vehicles participating in car and van pooling, (B) reserved parking for low emission vehicles, and (C) reserved for use as electric car charging stations.

(iv) Subject to Retail Anchor Tenant's compliance with the Legal Requirements and the Retail Anchor Tenant Lease, Retail Anchor Tenant shall have the right to use a portion of the Exclusive Parking Area selected by Retail Anchor Tenant for farmers markets, charitable events and/or other festivals and events sponsored by Retail Anchor Tenant (such as without limitation, health fairs and customer appreciation events), as well as a location for a customer experience and delivery vehicle to host customer entertainment and sales events, but only as ancillary to the operation of a grocery store, food market and/or supermarket.

(v) Subject to Retail Anchor Tenant's compliance with the Legal Requirements and the Retail Anchor Tenant Lease, Retail Anchor Tenant may designate six (6) parking spaces in the Exclusive Parking Area as "Short Term Parking" ("**Retail Anchor Tenant's Exclusive Short Term Parking**") for the exclusive use of (a) Retail Anchor Tenant 's customers, and/or (b) delivery personnel from Retail Anchor Tenant; a Retail Anchor Tenant Affiliate; or unaffiliated third parties ("**Delivery Personnel**") making deliveries to the Retail Anchor Tenant Premises and/or picking up merchandise at the Retail Anchor Tenant Premises for delivery elsewhere. Retail Anchor Tenant may (i) install signage designating Retail Anchor Tenant's Exclusive Short Term Parking Spaces (including signage painted on the surface of Retail Anchor Tenant's Exclusive Short Term Parking Spaces), (ii) install way finding signage at the entrance of the Exclusive Parking Area in which the Retail Anchor Tenant's Exclusive Short Term Parking Spaces are located providing directions to Retail Anchor Tenant's Exclusive Short Term Parking Spaces subject to approval rights in favor of the landlord set forth in the Retail Anchor Tenant Lease, (iii) designate storage and equipment areas in the Exclusive Parking Area for use in connection with Retail Anchor Tenant's Exclusive Short Term Parking Spaces, and (iv) install in the Exclusive Parking Area any equipment (such as cameras) in connection with Retail Anchor Tenant's Exclusive Short Term Parking Spaces that Retail Anchor Tenant deems necessary or desirable; provided, that any such rights under (i) through (iv) are personal to Retail Anchor Tenant and no assignee or subtenant of Retail Anchor Tenant shall have or be entitled to exercise or enjoy any of such rights. In addition, Retail Anchor Tenant and any Retail Anchor Tenant Affiliate shall be allowed to deliver groceries and other merchandise from the Retail Anchor Tenant Premises to Retail Anchor Tenant's customers and/or Delivery Personnel who are parked in the Exclusive Parking Area.

(vi) Subject to Retail Anchor Tenant's compliance with the Legal Requirements and the Retail Anchor Tenant Lease, Retail Anchor Tenant shall have the right to use a portion of the

Exclusive Parking Area selected by Retail Anchor Tenant for parking of a food and beverage truck to sell food and beverages (including, without limitation, tacos, hamburgers and barbecue) out of such truck (the "**Food Truck Area**"); provided, however (A) such use shall be subject to all Legal Requirements, (B) Retail Anchor Tenant shall keep the Food Truck Area passable for pedestrians and the Exclusive Parking Area passable for vehicles, (C) Retail Anchor Tenant shall keep the Food Truck Area clean and free from litter, (D) all displays shall be maintained in a neat, clean and orderly condition, and (E) at the close of each day, Retail Anchor Tenant will remove from the Food Truck Area all refuse, trash, and rubbish. Retail Anchor Tenant agrees that during any such period of such use, the liability insurance and indemnity provisions of the Retail Anchor Tenant Lease shall apply with the same force and effect to Retail Anchor Tenant's use of the Food Truck Area as they apply to the Retail Anchor Tenant Premises and the conduct of Retail Anchor Tenant's business therein.

(b) Parking Operations.

(i) Retail Anchor Tenant shall have the right to allow wireless service providers to install their retransmission equipment in appropriate locations within portions of the Exclusive Parking Area located within Master Unit C1 so that Retail Anchor Tenant's invitees can use their wireless devices while in the Exclusive Parking Area.

(ii) In accordance with the Retail Anchor Tenant Lease, Retail Anchor Tenant shall have the right to (A) select the wall colors and other decorative elements within portions of the Exclusive Parking Area located within Master Unit C1; and (B) install identification Signage (including, without limitation, Retail Anchor Tenant's logos) on the internal walls within portions of the Exclusive Parking Area located within Master Unit C1 in locations selected by Retail Anchor Tenant.

(iii) In accordance with the Retail Anchor Tenant Lease, access to the Exclusive Parking Area may be controlled by the Owner of Master Unit C1 and fees may be charged for parking subject to Retail Anchor Tenant's rights under the Retail Anchor Tenant Lease.

Loading Dock

The Retail Anchor Tenant shall have the exclusive right to utilize one (1) truck bay in the loading facilities serving the Retail Anchor Tenant Premises (as shown on the Plat and Plans) on a "24 hours a day" "365 days a year" basis.

Grocer Mechanical Well

Subject to the Retail Anchor Tenant's compliance with the Legal Requirements, Retail Anchor Tenant shall have the exclusive right to utilize the Grocer Mechanical Well (as shown on the Plat and Plans) on a "24 hours a day", "7-days a week" basis. Such use may include, without limitation, the installation in the Grocer Mechanical Well of mechanical equipment, satellite

dishes, and the like as Retail Anchor Tenant deems necessary or desirable to install on the roof thereon, subject to approval by Owner of Master Unit C1 of the location and method of installation, such approval not to be unreasonably withheld, conditioned or delayed. Retail Anchor Tenant shall be responsible for the prompt repair of any damage to the Grocer Mechanical Well related to the installation, operation, maintenance, repair and replacement of any such equipment.

Signage

Notwithstanding the provisions of Section 4.03 of the Master Declaration, the Retail Anchor Tenant shall have the right to install any and all permanent or temporary Signage on the exterior walls of Master Unit C1 and the Retail Anchor Tenant Premises without the consent or approval of the Master Association or any other Sub-Association at the Regime, so long as such Signage complies with all Legal Requirements and the Retail Anchor Tenant Lease. Additionally, the Retail Anchor Tenant (subject to the Retail Anchor Tenant Lease) have the right to install Signage in the General Common Elements, in accordance with the following:

(a) Permanent Building Signage. Pursuant to the Retail Anchor Tenant Lease and subject to the Legal Requirements, Retail Anchor Tenant shall be permitted to install permanent Signage on the south elevation exterior wall of the Retail Anchor Tenant Premises that is typical of or similar to that used by Retail Anchor Tenant's other stores operated under the same trade name and shall have the right, from time to time, to change its signs on the store front and exterior of the Retail Anchor Tenant Premises. No signage other than Retail Anchor Tenant's signage to be placed on the exterior walls of the Retail Anchor Tenant Premises, no signage advertising a competitor of Retail Anchor Tenant shall be placed on the Building, and subject to the Legal Requirements, no obstructions (including, without limitation, trees, bushes or other landscaping, scaffolding or architectural details) shall be permitted to unreasonably or materially obscure Retail Anchor Tenant's storefront, storefront signs or other exterior wall signs or any pylons, monuments or other free-standing signs.

(b) Temporary Signage. Subject to the Legal Requirements, Retail Anchor Tenant may install temporary advertising signs (including, without limitation, signs announcing the future opening of Retail Anchor Tenant's store in the Retail Anchor Tenant Premises) within the Regime in one or more locations in reasonable proximity to the Retail Anchor Tenant Premises and on the exterior of the Retail Anchor Tenant Premises prior to the commencement of and during the course of Retail Anchor Tenant's construction and shall remove them within a reasonable time after the installation of Retail Anchor Tenant's permanent signs and in any event within three (3) months after the date Retail Anchor Tenant opens for business in the Retail Anchor Tenant Premises; provided, however, notwithstanding the foregoing, Retail Anchor Tenant shall have the right to maintain a temporary sign on the exterior of the Retail Anchor Tenant Premises indicating that its store in the Retail Anchor Tenant Premises is open for business for a period of three (3) months after the date Retail Anchor Tenant opens for

business in the Retail Anchor Tenant Premises. Subject to the Legal Requirements, Retail Anchor Tenant may also install temporary sign banners on the exterior of the Retail Anchor Tenant Premises to advertise holidays, sales/services, special promotions and events and other matters.

Sidewalk Use

Retail Anchor Tenant shall have the rights to use the sidewalks adjacent to the Retail Anchor Tenant Premises in accordance with the following: subject to Retail Anchor Tenant's compliance with the Legal Requirements, Retail Anchor Tenant shall have the non-exclusive right to use the Sidewalks adjacent to the Retail Anchor Tenant Premises (the "**Sidewalk Area**") for free standing signs, the display of merchandise, food presentations, special events, marketing, location for a "pick up" area with lockers to allow customers to pick up on-line or other orders and the provision of outdoor seating (with tables); provided, however, (a) such use shall be subject to all Legal Requirements, (b) Retail Anchor Tenant shall keep the Sidewalk Area passable for pedestrians, (c) Retail Anchor Tenant shall keep the Sidewalk Area clean and free from litter, (d) all displays shall be maintained in a neat, clean and orderly condition; and (e) at the close of each day, Retail Anchor Tenant will remove from the Sidewalk Area all refuse, trash, and rubbish. Except as may be required by Legal Requirements, the erection or placement of any buildings, structures, kiosks, food facilities, signs (other than necessary traffic and directional signs) or other improvements in the Sidewalk Area that would materially and adversely affect Retail Anchor Tenant's operations are prohibited. In addition, subject to all Legal Requirements and with the consent of the Owner of Master Unit C1, Retail Anchor Tenant shall have the right to enclose a portion of the Sidewalk Area immediately adjacent to Master Unit C1 if Retail Anchor Tenant so elects or if necessary to permit sales or service of alcohol.

Alterations

The Owner of Master Unit C1 shall have sole control over alterations and additions to the interior and exterior façade of the Retail Anchor Tenant Premises, without the consent or approval of the Master Association or any other Sub-Association, so long as such alterations or additions do not interfere with the structural support of any Master Unit, the Common Elements or any System serving another Master Unit, and are otherwise made in compliance with all Legal Requirements.

Easements/Maintenance

Notwithstanding anything to the contrary in Section 4.06 of the Master Declaration, no Owner shall have an easement right over, on, under or across the demised premises as set forth in the Retail Anchor Tenant Lease. To the extent any maintenance work in the Exclusive Parking Area is authorized by the Master Declaration, such construction or repair (1) if possible shall be done only during times when Retail Anchor Tenant is not open for business, or (2) if such work cannot be performed during times when Retail Anchor Tenant is not open for

business, then it shall be done during hours that Retail Anchor Tenant is open for business, but only so long as the authorized Owner provides reasonable notice and such Owner does not interfere with Retail Anchor Tenant's normal operations at the demised premises or vehicular or pedestrian access thereto, and shall not be done during the months of November or December of any year.

Miscellaneous

(a) Trash Removal. The Retail Anchor Tenant shall be responsible for trash removal from the Retail Anchor Tenant Premises and shall not be obligated to participate or pay for any other trash removal from any other Master Unit at the Regime. Furthermore, the Retail Anchor Tenant shall be entitled to store its trash in accordance with the terms of the Retail Anchor Tenant Lease.

(b) Utilities. The Retail Anchor Tenant shall be responsible for utility services to the Retail Anchor Tenant Premises and shall not be obligated to participate or pay for any utility service provided to any other Master Unit at the Regime, except for the Retail Anchor Tenant Exclusive Parking Area.

(c) Waiver of Subrogation. So long as the Retail Anchor Tenant Lease is in effect, the following shall apply:

> NOTWITHSTANDING ANYTHING IN THE MASTER DECLARATION OR ATTACHMENT 7 TO THE CONTRARY, THE MASTER ASSOCIATION HEREBY WAIVES ANY CLAIM IT MAY HAVE AGAINST RETAIL ANCHOR TENANT, ITS AGENTS OR EMPLOYEES FOR LOSS OR DAMAGE TO PROPERTY TO THE EXTENT (I) SUCH LOSS OR DAMAGE TO PROPERTY RESULTED FROM A CAUSE OF LOSS THAT IS COVERED BY THE PROPERTY INSURANCE REQUIRED TO BE OBTAINED BY THE MASTER ASSOCIATION PURSUANT TO THE MASTER DECLARATION (OR A CAUSE OF LOSS WHICH WOULD HAVE BEEN COVERED HAD MASTER ASSOCIATION MAINTAINED THE PROPERTY INSURANCE REQUIRED TO BE OBTAINED BY THE MASTER ASSOCIATION PURSUANT TO THE MASTER DECLARATION), AND (II) THE AMOUNT OF SUCH LOSS OR DAMAGE TO PROPERTY EXCEEDS THE LESSER OF (A) THE DEDUCTIBLE AMOUNT OF THE MASTER ASSOCIATION'S PROPERTY INSURANCE, OR (B) FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00). NOTWITHSTANDING THE FOREGOING, THE OWNER OF MASTER UNIT C1 AND THE MASTER ASSOCIATION DO NOT WAIVE (AND HEREBY EXPRESSLY PRESERVE) ANY CLAIM EITHER MAY HAVE AGAINST THE RETAIL ANCHOR TENANT, ITS AGENTS OR EMPLOYEES FOR LOSS OR

DAMAGE TO THE REGIME TO THE EXTENT (1) SUCH LOSS OR DAMAGE RESULTS FROM THE INTRUSION OF WATER OR OTHER SUBSTANCES INTO THE REMAINDER OF THE REGIME FROM THE RETAIL ANCHOR TENANT PREMISES, AND (2) THE MONETARY AMOUNT OF SUCH LOSS OR DAMAGE IS LESS THAN OR EQUAL TO THE DEDUCTIBLE UNDER THE OWNER OF MASTER UNIT C1'S PROPERTY DAMAGE INSURANCE POLICY.

NOTWITHSTANDING ANYTHING IN THIS MASTER DECLARATION OR ATTACHMENT 7 TO THE CONTRARY, RETAIL ANCHOR TENANT HEREBY WAIVES ANY CLAIM IT MAY HAVE AGAINST THE MASTER ASSOCIATION, ITS AGENTS OR EMPLOYEES FOR LOSS OR DAMAGE TO PROPERTY TO THE EXTENT (I) SUCH LOSS OR DAMAGE TO PROPERTY RESULTED FROM A CAUSE OF LOSS THAT IS COVERED BY THE PROPERTY INSURANCE REQUIRED TO BE CARRIED BY RETAIL ANCHOR TENANT UNDER THE RETAIL ANCHOR TENANT LEASE (OR A CAUSE OF LOSS WHICH WOULD HAVE BEEN COVERED HAD RETAIL ANCHOR TENANT MAINTAINED THE PROPERTY DAMAGE INSURANCE REQUIRED UNDER THE RETAIL ANCHOR TENANT LEASE), AND (II) THE AMOUNT OF SUCH LOSS OR DAMAGE TO PROPERTY EXCEEDS THE LESSER OF (A) THE DEDUCTIBLE AMOUNT UNDER THE RETAIL ANCHOR TENANT'S PROPERTY INSURANCE POLICY, OR (B) FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00).

NOTWITHSTANDING THE FOREGOING, THE RETAIL ANCHOR TENANT DOES NOT WAIVE (AND HEREBY EXPRESSLY PRESERVES) ANY CLAIM IT MAY HAVE AGAINST THE OWNER OF MASTER UNIT C1, THE MASTER ASSOCIATION, OR THEIR RESPECTIVE AGENTS OR EMPLOYEES, FOR LOSS OR DAMAGE TO THE RETAIL ANCHOR TENANT'S PREMISES OR PERSONAL PROPERTY TO THE EXTENT SUCH LOSS OR DAMAGE RESULTS FROM THE INTRUSION OF WATER OR OTHER SUBSTANCES INTO THE RETAIL ANCHOR TENANT PREMISES FROM ABOVE.

(d) No Amendments. No amendments to the Master Declaration, any Sub-Declaration affecting Retail Anchor Tenant or any rules and regulations promulgated thereunder shall amend, limit or prohibit the effectiveness of the provisions of this Attachment 7 without the prior written consent of Retail Anchor Tenant, which may be granted or withheld in its reasonable discretion. Notwithstanding anything contained in the Master Declaration to the contrary, no changes to the Plat and Plans which would modify (i) the boundaries of Master

Unit C1 or any Limited Common Element appurtenant to Master Unit C1, or (ii) the location of any points of ingress and egress to and from Master Unit C1 or any Limited Common Element appurtenant to Master Unit C1, may be made without the prior written consent of Retail Anchor Tenant, which may be granted or withheld in its reasonable discretion.

(e) Member Votes. So that Retail Anchor Tenant may protect its rights under the Retail Anchor Tenant Lease and notwithstanding anything herein to the contrary, during the term of the Retail Anchor Tenant Lease any vote of the Owners that has a material and adverse effect on Retail Anchor Tenant's rights under the Retail Anchor Tenant Lease shall be null and void without the Retail Anchor Tenant's subsequent, written ratification. In addition, Retail Anchor Tenant shall be entitled to written notice of any vote of the Owners, along with all resolutions and meeting minutes in connection therewith, within ten (10) business days following any vote of the Owners.

(f) Rights of Retail Anchor Tenant. To the extent permitted by the Legal Requirements, Retail Anchor Tenant shall have direct recourse to the Master Association to enforce the Master Association's Obligations under the Master Declaration for any matter that has an adverse effect on Retail Anchor Tenant or the Retail Anchor Tenant Lease. Notwithstanding the terms of the Master Declaration, Retail Anchor Tenant shall have the self-help rights set forth in the Retail Anchor Tenant Lease to cure any unsatisfied obligations of the Master Association or any Sub-Association after reasonable written notice. Upon exercise of such rights, the Retail Anchor Tenant shall be afforded the same reimbursement rights provided to an Owner as provided by the Master Declaration.

(g) Audit. Retail Anchor Tenant shall have the right to review and, not more than one time per year at Retail Anchor Tenant's sole cost and expense, audit Common Expenses of the Master Association for which Retail Anchor Tenant may have liability under the Retail Anchor Tenant Lease at Retail Anchor Tenant's sole cost and expense. The Master Association shall make available to the Owner of Master Unit C1, financial records of the Master Association in content and form required to be maintained by the Act, which shall include a detailed breakdown by policy of the cost of the insurance required to be maintained by the Master Association pursuant to the Master Declaration.

(h) SNDA. The Master Association and any Sub-Association shall provide to Retail Anchor Tenant a subordination, nondisturbance and attornment agreement in form and substance mutually acceptable to Retail Anchor Tenant and the Master Association within 30 days hereof. Any Sub-Association shall provide to Retail Anchor Tenant a subordination, nondisturbance and attornment agreement in form and substance mutually acceptable to Retail Anchor Tenant and such Sub-Association within 30 days after the creation of such Sub-Association.

(i) Limited Common Elements. In no event shall any party, other than Owners and Occupants of Master Unit C1, and their customers, employees, business invitees and suppliers, be permitted to use the Limited Common Elements assigned to Master Unit C1.

(j) Mixed-Use Project. THE REGIME IS A MIXED-USE CONDOMINIUM PROJECT WHICH WILL INCLUDE RESIDENTIAL, RETAIL, RESTAURANT, AND OTHER COMMERCIAL FACILITIES. NO ASSOCIATION, OWNER, RESIDENT OR TENANT SHALL HAVE ANY CLAIM AGAINST RETAIL ANCHOR TENANT AS A RESULT OF RETAIL ANCHOR TENANT'S PERMITTED USE OF THE RETAIL ANCHOR TENANT PREMISES, THE SIDEWALK AREA, THE LOADING DOCK AND/OR THE EXCLUSIVE PARKING AREA ARISING FROM NOISES, COOKING SMELLS OR OTHER INCONVENIENCES SUCH AS CROWDS, LIGHTS, INTERRUPTIONS, LOSS OF PRIVACY, TRAFFIC CONGESTION AND CROWDED PARKING FACILITIES, DURING DAY AND EVENING HOURS RESULTING FROM A PERMITTED USE AND IN COMPLIANCE WITH THE LEGAL REQUIREMENTS.

Controlling Provisions

(a) Conflict. If a conflict arises between the terms contained in the Master Declaration and this Attachment 7, this Attachment 7 shall control. To the extent any terms contained in this Attachment 7 violate the Legal Requirements, such terms shall be void and of no further effect. To the extent there is a conflict between the Retail Anchor Tenant's obligations set forth in the Allocation Document and the Retail Anchor Tenant Lease, the Retail Anchor Tenant Lease shall control. Declarant's rights set forth in Section 4.05 of the Master Declaration are subject and subordinate to Retail Anchor Tenant's rights under the Retail Anchor Tenant Lease.

(b) Termination. This Attachment 7 shall automatically terminate and be of no further force and effect upon the termination of the Retail Anchor Tenant Lease.