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DECLARATION OF CONDOMINIUM

FOR

BROADWEST

THIS DECLARATION OF CONDOMINIUM FOR BROADWEST, A MASTER CONDOMINIUM (the "Master Declaration") is made on the date set forth below by 1600 West End Avenue Partners, LLC, a Tennessee limited liability company (hereinafter referred to as "Declarant").

PREAMBLE:

Declarant is the fee simple title owner of record of all that parcel of land located at 1600 West End Avenue, City of Nashville, Davidson County, Tennessee and being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"). Pursuant to this Master Declaration, Declarant is submitting the Property to a condominium regime (the "Master Condominium") in accordance with the Tennessee Condominium Act of 2008; and

NOW THEREFORE, in consideration of the premises and benefits to each of the Master Units provided for herein and for other good and valuable consideration, Declarant hereby declares that the Property, including the improvements located thereon, is hereby submitted and made subject to the form of ownership set forth in the Tennessee Condominium Act of 2008 and is hereby subjected to all the provisions of this Master Declaration. Declarant hereby establishes the joint and reciprocal covenants, conditions restrictions and easements set forth herein, for the use, benefit and enjoyment of the respective owners and their successor-in-title to all or any portion of each of the Master Units, and defined herein. By virtue of the recording of this Master Declaration the Property shall be held, sold, transferred, conveyed, used occupied and mortgaged or otherwise encumbered subject to provisions of the Tennessee Condominium Act of 2008 and the covenants, conditions, restrictions, easements, assessments and liens set forth in this Master Declaration, which are for the purpose of protecting the value and desirability of and which shall run with the title to, the real property subject to this Master Declaration and shall be binding on all persons having any right, title or interest in all or any portion of the real property subject to the Master Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall be for the benefit of all Owners of the Property subject to this Master Declaration.

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DECLARATION OF CONDOMINIUM

FOR

BROADWEST

1. NAME

The name of the condominium is Broadwest, a Master Condominium (hereafter referred to as the "Master Condominium," as further defined herein), which condominium is hereby submitted by Declarant to the Tennessee Condominium Act of 2008, T.C.A. § 66-27-201, et seq., as amended. The name of the Master Condominium shall not be changed without the written consent of all Owners.

2. DEFINITIONS

Generally, terms used in this Master Declaration, the Master Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meaning or the meanings given in the Act or the Tennessee Nonprofit Corporation Act. Unless the context otherwise requires, certain terms used in this Master Declaration, the Master Bylaws, and the Articles of Incorporation shall be defined as follows:

(a) Act shall mean the Tennessee Condominium Act of 2008, T.C.A. § 66-27-201, et seq., as such Act may be amended from time to time.

(b) Appointed Owner Agent shall have the meaning set forth in Subparagraph 11(j) below.

(c) Architectural Review Committee shall mean the Board of Directors authorized to exercise the limited review powers set forth in Paragraph 13 hereof, unless by resolution the Board of Directors appoints a separate Architectural Review Committee.

(d) Area of Common Responsibility shall mean the Common Elements, together with those areas, if any, which by the terms of this Master Declaration or by contract or agreement with any other Person become the responsibility of the Master Association.

(e) Areas of Insurance Responsibility shall mean all of the items that the Master Association is required to insure by Section 66-27-413(a) of the Act, the Common Elements (including the Limited Common Elements), all real and personal property owned by the Master Association (including but not limited to any common furniture and equipment and fixed asset supplies and contents) and as it is applied to the Mater Units: (a) the HVAC system serving the Master Units, (b) Sheetrock and plaster board comprising the walls and ceilings of the Master Units, and (c) all Improvement and betterments installed in the Master Units as of the Effective Date (and replacements thereof to the value as of the event of a casualty of those improvements and betterments installed as of the Effective Date) (including all floors and subfloors; wall, ceiling, and floor coverings, plumbing and electrical lines and fixtures; built-in cabinetry and fixtures; and appliances for refrigeration, cooking, dishwashing, and laundry). The "Areas of Insurance Responsibility" shall exclude; all improvements and betterments made to a Master Unit subsequent to the Effective Date

(except for replacements as described above in this subsection (e)); and furnishings and other personal property within a Master Unit.

(f) Articles or Articles of Incorporation shall mean the Articles of Incorporation of the Broadwest Master Condominium Association, Inc., which have been filed with the Secretary of State of the State of Tennessee.

(g) Assessment Exemption Period shall have the meaning set forth in Paragraph 10(m) of this Master Declaration.

(h) Board of Directors or Board shall mean the board of directors of the Master Association, which shall be the body responsible for management and operation of the Master Association.

(i) Building shall mean all those improvements located on the Property, including, but not limited to, a thirty-four (34) story hotel/residential tower, a twenty-one (21) story office tower, a three (3) story creative office building, a seven (7) story below grade level Parking Master Unit, and all projections or extensions of such improvements, as more particularly shown on the Floor Plans and Survey.

(j) Building Systems shall mean all systems and facilities for water, air, ventilation, smoke evacuation, emergency generator, air conditioning and heating (including, without limitation, refrigerant lines, chilled water lines, electric lines, thermostatic control lines and related facilities), natural gas, steam, electricity, energy, drainage, sewage, communications, property monitoring, and other utilities and all chutes, shafts, flues, ducts, conduits, pipes, lines, wiring and all similar components, or other conduit, raceways and other pathways relating to any of the foregoing (including, without limitation, closed circuit television lines, high speed internet lines and fiber optic cable lines).

(k) Business Parking Hours shall mean the periods of time from 7:00 a.m. to 6:00 p.m. on Mondays through Fridays and from 8:00 a.m. to 12:00 p.m. on Saturdays.

(l) Common Elements shall mean portions of the Property not constituting a part of a Master Unit, which includes, without limitation, those items described in Paragraph 5 hereof.

(m) Common Expenses shall mean the expenses lawfully made or incurred by or on behalf of the Master Association together with all fund's lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the Master Condominium Instruments.

(n) Common Profits shall mean all income collected or accrued by or on behalf of the Master Association other than income derived from assessments.

(o) Creative Office Retail Master Unit shall mean those certain portions of the Property more specifically shown on the Floor Plans as "Creative Office Retail Master Unit."

(p) Declarant shall mean 1600 West End Avenue Partners, LLC, a Tennessee limited liability company, its successors and assigns and any other person or entity as further set forth in Section 67-27-203(10) of the Act, provided that such successors and/or assigns are designated in writing by Declarant as a successor and/or assign of the rights of Declarant set forth herein. The

expiration of the Declarant Control Period shall not terminate or alter the status of the above-referenced entity and its successors and assigns as Declarant hereunder or divest it of other rights specifically reserved to Declarant herein.

(q) Declarant Control Period shall mean that time period in which Declarant has the right to appoint directors and officers of the Master Association under Section 5.16 of the Master Bylaws.

(r) Effective Date shall mean the date on which this Master Declaration is recorded in the Official Records.

(s) Electronic Document shall mean information created, transmitted, received or stored by electronic means and retrievable in human perceivable form, including, but not limited to e-mail, web pages, electronic documents and facsimile transmissions.

(t) Electronic Signature shall mean a signature created, transmitted, received or stored by electronic means and includes, but is not limited to, a Secure Electronic Signature.

(u) Environmental Laws shall mean and include all present and future federal, state or local laws, rules orders ordinances and regulations pertaining to environmental regulation or the use, processing, storage, disposal, generation for transportation of Hazardous Substances or any contamination, cleanup or disclosure related thereto, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. and such regulations as may be promulgated with respect thereto, including, but not limited to the regulations contained In 40 CFR Part 280.

(v) Floor Plans shall mean the floor plans for Broadwest, a Master Condominium, prepared by Cooper Carry, dated October 30, 2020, and attached hereto as Exhibit E.

(w) Hazardous Substances shall mean those substances now or hereafter included within (whether as a result of such substance's inclusion on a list, physical characteristics or otherwise) any of the definitions of "hazardous substances", "hazardous waste", "hazardous materials", "pollutant", "contaminant" or "toxic substance" under or otherwise regulated by, any Environmental Laws; including, but not limited to (i) mixtures containing listed Hazardous Substances and waste generated from the treatment, storage or disposal of Hazardous Substances, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) radioactive materials and (v) petroleum (including crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas and synthetic gas.

(x) Hotel shall mean a luxury hotel that is branded or non-branded.

(y) Hotel Elevated Signage Area shall mean that certain area as more particularly shown on Sheets E-43 of the Floor Plans, which shall include the support structure in which the signage is located but shall not include the facade of the Building.

(z) Hotel Exclusive Parking Area shall mean those certain parking spaces assigned as Limited Common Elements to the Hotel Master Unit as provided in Subparagraph 6(b) hereof and overflow parking as needed and as available.

(aa) Hotel Master Unit shall mean those certain portions of the Property more specifically shown on the Floor Plans as "Hotel Master Unit."

(bb) Initial Hotel Operating Period shall have the meaning set forth in Subparagraph 14(d)(iv) hereof.

(cc) Insurance Shortfall Payment shall mean the amount of money assessed to one (1) or more of the Owners, as applicable, subsequent to a casualty, which damages and/or destroys all of any portion of the Property, as contemplated in Subparagraph 12(b) hereof.

(dd) Insurance Trustee shall be be the then-current president of the Master Association (or its successor or assign) as "Insurance Trustee" so long as there is an outstanding obligation under the Master Mortgage. Thereafter, the Board of Directors shall be the Insurance Trustee unless the Board of Directors, in its discretion, appoints as Insurance Trustee a bank or trust company in Tennessee having trust powers, with its principal place of business in the State of Tennessee, provided, however, if a casualty results in damage and/or destruction to a Master Unit that is estimated to be Five Hundred Thousand Dollars ($500,000) or more, then the Owner of such affected Master Unit shall have the option in its discretion, but not an obligation, to cause the Board of Directors to appoint a bank or trust company in Tennessee having trust powers, with its principal place of business in the State of Tennessee as Insurance Trustee.

(ee) Legal Requirements shall mean all applicable Federal, state and local laws, orders, rules and regulations.

(ff) Life-safety Systems shall mean those systems designed to protect the Building and its Occupants from emergencies, including, but not limited to, pumps, control valves, smoke alarms, horns, strobes, emergency lighting, smoke evacuation or exhaust systems, sprinklers (including stand pipes, fire pumps and control valves, foremen's contrail and enunciator panels and related facilities), call boxes, emergency generators and, other related improvements, devices and equipment, and all utilities, wiring, sensors, service tines, or similar components connected thereto.

(gg) Limited Common Element shall mean a portion of the Common Elements reserved for the exclusive use of less than all of the Master Units as more particularly set forth in this Master Declaration.

(hh) Maintenance Manual shall mean those certain maintenance criteria, maintenance manuals, and warranty requirements for the Building provided by Declarant to the Master Association in accordance with Subparagraph 15(k)(ii) hereof.

(ii) Majority shall mean more than fifty percent (50%) of the total number eligible to participate in the particular context; provided, however, for those matters determined to be of such importance by the Board, the Board may require a vote of sixty-seven percent (67%) of the number eligible to participate in the vote.

(jj) Master Association shall mean the Broadwest Master Condominium Association, a Tennessee nonprofit corporation, its successors or assigns.

(kk) Master Bylaws shall mean the Bylaws of the Master Association attached hereto as Exhibit "G" and incorporated herein by this reference.

(ll) Master Condominium shall mean the condominium created under and pursuant to this Master Declaration.

(mm) Master Condominium Instruments shall mean this Master Declaration, all exhibits to this Master Declaration, and the Survey and Floor Plans, all as may be supplemented or amended from time to time.

(nn) Master Mortgage shall mean that certain Construction Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of March 23, 2020 and recorded March 25, 2020 as Instrument No. 202003250032202, in the Official Records, as amended or as may be amended from time to time.

(oo) Master Unit shall mean those portions of the Property intended for separate ownership and use, and shall include the undivided ownership, in the Common Elements assigned to each Master Unit by this Master Declaration. The term "Master Unit" as used herein shall have the same meaning as the term "Unit" as set forth in Section 66-27-203(23) of the Act.

(pp) Mortgage shall mean any deed or deed of trust, mortgage or other similar instrument filed in the Official Records constituting a lien and security title on and to all or any portion of a Master Unit as reflected in the Official Records (including, without limitation, the Master Mortgage); provided, however, the term "Mortgage" shall not be construed to include any deed of trust or similar instrument that encumbers a particular Sub-unit.

(qq) Mortgage Documents shall mean a Mortgage and other written agreements or instruments related to such Mortgage between the Mortgagee holding such Mortgage and the Owner of the Master Unit subject to such Mortgage.

(rr) Mortgagee shall mean the holder of any Mortgage.

(ss) Occupant shall mean any Person, including any Owner, Sub-owner, or tenant having a right to occupy or use all or any portion of a Master Unit for any period of time.

(tt) Office Exclusive Reserved Contract Parking Area shall mean that certain parking area assigned exclusively as a Limited Common Element to the Office Master Unit as provided in Subparagraph 6(c) below.

(uu) Office Master Unit shall mean those certain portions of the Property more specifically shown on the Floor Plans as "Office Master Unit."

(vv) Office Non-Reserved Parking Area shall mean that certain parking area assigned exclusively as a Limited Common Element to the Office Master Unit as provided in Subparagraph 6(c) below but subject to the use restriction set forth in Subparagraph 14(j)(v) below.

(ww) Office Retail Exclusive Reserved Contract Parking Area shall mean that certain parking area assigned exclusively as a Limited Common Element to the Office Master Unit as provided in Subparagraph 6(c) below.

(xx) Official Records shall mean the Register of Deeds of Davidson County, Tennessee.

(yy) Overflow Parking Area shall mean any parking space that is not reserved, permitted or dedicated to retail parking or any other use in the Parking Master Unit, as more particularly shown on Sheets E-1 and E-2 of the Floor Plans.

(zz) Owner shall mean the record titleholder of a Master Unit, but shall not include a Person who is only a Mortgagee. A Mortgagee who forecloses or otherwise takes ownership of a Master Unit shall be deemed an Owner upon the acquisition of such ownership. The term "Owner" shall refer to the owner of a particular Master Unit and the term "Owners" shall refer collectively to the owners of all of the Master Units. If a Master Unit is submitted to the condominium form of ownership as a separate condominium, the term "Owner" shall for that Master Unit only thereafter refer to the Sub-association formed to operate the Sub-condominium on behalf of the individual Sub-owners. The term "Owner" as used herein shall under no circumstances refer to a Sub-owner. Nothing herein shall be construed to create any obligation to submit a Master Unit to the condominium form of ownership.

(aaa) Parking Master Unit shall mean those certain portions of the Property more specifically shown on the Floor Plans as "Parking Master Unit."

(bbb) Parking Violation shall mean any violation of the speed limit for the Parking Master Unit, restrictions related to parking and operating vehicles in the Parking Master Unit set forth in Subparagraph 14(i) of this Master Declaration, or any rules and regulations of the Owner of the Parking Master Unit related to the parking and operation of vehicles in the Parking Master Unit.

(ccc) Permittee shall mean any Occupant and any officer, agent, employee, licensee, customer, vendor, supplier, guest, invitee or contractor of an Owner, Occupant or Declarant.

(ddd) Person shall mean any individual, corporation, firm, association, partnership, trust or other legal entity.

(eee) Plaza shall mean the outdoor space of the Property more specifically shown on the Floor Plans as "Plaza".

(fff) Property shall mean all that tract or parcel of land located in Nashville, Davidson County, Tennessee and being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, and shall include the Building.

(ggg) Property Monitoring and Access Systems shall mean those systems designed to control access and provide surveillance of the Property, including, without limitation, all card readers, closed-circuit televisions cameras, alarm sensors, control panels and related equipment, devices and improvements, and other related improvements, devices and equipment, and all utilities, wiring, sensors, service lines, or similar components connected thereto.

(hhh) Residential Condominium Unit shall mean any individual residential dwelling space created by the submission of the Residential Master Unit to the form of ownership set forth in the Act as a separate condominium pursuant to the recording of a Sub-declaration.

(iii) Residential Condominium Unit Owner shall mean the record titleholder of a Residential Condominium Unit, but shall not include a Person who is only a Sub-mortgagee of a Residential Condominium Unit.

(jjj) Residential Master Unit shall mean those portions of the Property more specifically shown on the Floor Plans as "Residential Master Unit".

(kkk) Retail Exclusive Reserved Contract Parking Area shall mean that certain parking area assigned exclusively as a Limited Common Element to the Office Master Unit and Creative Office Retail Master Unit as provided in Subparagraph 6(e) below.

(lll) Retail Non-Reserved Parking Area shall mean that certain parking area assigned exclusively as a Limited Common Element to the Office Master Unit and Creative Office Retail Master Unit as provided in Subparagraph 6(i) below but subject to the use restriction set forth in Subparagraph 14(j)(vi) below.

(mmm) Secure Electronic Signature shall mean an electronic or digital method executed or adopted by a Person with the intent to be bound by or to authenticate a record, which is unique to the Person using it, is capable of verification, is under the sole control of the Person using it, and is linked to data in such a manner that if the data is changed, the electronic signature is invalidated.

(nnn) Shared Parking Revenue Equipment shall mean the ticket issuing, dispensing or collecting equipment or apparatus, toll vending or collecting equipment or apparatus, attendants booths, point of sale systems, payment validation systems, or other equipment, devices, hardware, software or methods used to charge for or collect fees for use of the Shared Revenue Parking.

(ooo) Shared Revenue Parking shall have the meaning set forth in Subparagraph 14(j)(ix) below.

(ppp) Sub-association shall mean a condominium association created to represent and authorized to act on behalf of individual owners of a separate condominium created from a Master Unit.

(qqq) Sub-condominium shall mean a separate condominium created by the submission of a Master Unit to the Act.

(rrr) Sub-declarant shall mean the declarant of a Sub-condominium.

(sss) Sub-declaration shall mean an independent declaration of condominium filed to create a Sub-condominium from a Master Unit. Notwithstanding the foregoing, the recording of the Sub-declaration shall not constitute a subdivision of the Property for zoning purposes.

(ttt) Sub-mortgage shall mean any deed or deeds to secure debt, mortgage or other similar instrument filed in the Official Records constituting a lien and security title on and to a particular Sub-unit as reflected in the Official Records; provided, however, the term "Sub-mortgage" shall not be construed to include any Mortgage.

(uuu) Sub-mortgage Documents shall mean a Sub-mortgage and other written agreements or instruments related to such Sub-mortgage between the Sub-mortgagee holding such Sub-mortgage and the Sub-owner of the Sub-unit subject to such Sub-Mortgage.

(vvv) Sub-mortgagee shall mean the holder of any Sub-mortgage.

(www) Sub-unit shall mean any individually exclusively owned condominium unit created by the submission of a Master Unit, or portion thereof, to a Sub-declaration.

(xxx) Sub-owner shall mean the record titleholder of a Sub-unit, but shall not include a Person who is only a Sub-mortgagee of a Sub-unit.

(yyy) Survey or Plat shall mean the plat of survey for Broadwest, a Master Condominium attached hereto as Exhibit F and incorporated herein by reference.

(zzz) Telecommunications Activity shall have the same meaning as more specifically set forth in Subparagraph 21(k)(ii) hereof.

(aaaa) Telecommunications Easement shall have the same meaning as more specifically set forth in Subparagraph 21(k)(ii) hereof.

(bbbb) Telecommunications Easement Area shall collectively refer to the main and DAS demark rooms on P2 and the telecom/IT risers going up through the building (all tenant floors) of the office tower portion of the Building, the main demark rooms on P2, electrical room on levels 1 through 3 for pathway only, the telecom/IT risers going up through the building (all hotel and residential floors), and pathways to individual panels in the condo units of the hotel/residential tower portion of the Building, designated on the Floor Plans, the airspace above such rooftop area, and such area in the elevator machine rooms, the master communications and telephone room located on the basement level of the Building, the vertical and horizon tall chase space between such areas in the Common Elements, and such other portions of the Common Elements that Declarant and its successors, assigns, and Permittees need in order to install, operate, maintain and connect Telecommunications Equipment and to utilize the Telecommunications Easement.

(cccc) Telecommunications Equipment shall have the same meaning as more specifically set forth In Subparagraph 21(k)(ii) hereof.

(dddd) T.C.A. shall mean the Tennessee Code Annotated, as amended from time to time.

(eeee) Violation shall mean a violation of any provision of this Master Declaration or the Master Bylaws or any rule or regulation of the Master Association.

3. LOCATION, PROPERTY DESCRIPTION, PLATS AND PLANS

The Property subject to this Master Declaration and the Act is located in Nashville, Davidson County, Tennessee, being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

4. THE MASTER UNITS AND BOUNDARIES

(a) Master Unit Description and Interests. The Master Condominium shall be initially divided into Master Units and Common Elements, some which may be assigned as Limited Common Elements. The Master Condominium shall initially have the following five (5) Master Units: the Hotel Master Unit, the Office Master Unit, the Residential Master Unit, the Creative Office Retail Master Unit, and the Parking Master Unit. Each Master Unit consists of its defined space together with an undivided percentage interest in the Common Elements appurtenant thereto as set forth in

Exhibit "B". Subject to the limitations imposed on the Hotel Master Unit in Subparagraph 14(d)(v) below and on the Parking Master Unit in Subparagraph 14(j) below, a Master Unit may be submitted to the Act as a separate condominium by filing an independent declaration of condominium for such Master Unit. Such declaration of condominium shall be referred to herein as a Sub-declaration and shall be subordinate to this Master Declaration. Pursuant to such Sub-declaration, a Sub-association shall operate the Master Unit.

(b) Master Unit Boundaries. Each Master Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Master Condominium Instruments. The Master Units are more specifically depicted on the Floor Plans and shall have the boundaries as more specifically set forth below.

(i) Vertical Boundaries. The perimetrical or vertical boundaries of each Master Unit shall be as follows:

(A) Except as otherwise provided herein, the perimetrical or vertical boundaries of each Master Unit shall be the vertical plane formed by the innermost interior surface of the outermost exterior surface wall of the Building (or vertical boundary in the absence of a physical wall), with any studs, drywall, sheetrock, gypsum board, paint, wallpaper and similar coverings being part of the Master Unit. For the purposes hereof, the "outermost exterior surface wall" shall mean the outermost wall of material comprising the facade of the Building, and which may be comprised of concrete block, pre-cast concrete panel, or other applicable materials. Any exterior coating system on the exposed exterior facade of the Building shall not be deemed part of the Master Unit but shall be a Common Element.

(B) To the extent a Master Unit is bounded by the glass window wall system of the Building or other exterior glass windows or doors, the window wall system or other exterior glass windows or doors shall not be deemed part of the Master Unit and the perimetrical or vertical boundaries of the Master Unit shall be the vertical plane formed by the innermost interior surface of the glass surface (with the glass itself and window mullion not constituting part of the Master Unit).

(C) Notwithstanding anything to the contrary in Subparagraphs (A) and (B) above, there are no touching perimetrical or vertical boundaries on any level of the Creative Office Retail Master Unit and the Office Master Unit; level P1 is a vertical boundary between the Hotel and Creative Office at column line C and is a shared interior wall and on Level 1 at approximately column line E and is a shared interior wall in the in the Hotel Master Unit; and level P2 and P1 have a vertical boundary between parking and the Parking Master Unit and the Creative Office Unit which is an exterior wall for the Creative Office. Other perimetrical or vertical boundaries shall be the vertical plane formed by the outermost exterior surface of the outermost exterior surface wall of the Building, with the exterior glass surfaces (including glass doors and all related components) deemed part of the applicable Master Unit, provided, however, to the extent any concrete block or pre-cast concrete panel constitutes the outermost exterior surface wall of the Building, the perimetrical or vertical boundaries shall be the vertical plane formed by the innermost interior surface of the outermost exterior surface wall of the Building with any studs, drywall,

sheetrock, gypsum board, paint, wallpaper and similar coverings being part of the Master Unit.

(D) With respect to common walls between Master Units or between a Master Unit and Common Elements, the perimetrical or vertical boundary of the Master Unit served thereby shall be the centerline of such wall.

(ii) Horizontal Boundaries. The horizontal boundaries for the respective Master Units shall be as follows:

(A) Except as otherwise provided herein, the upper horizontal boundary of a Master Unit shall be the centerline of the concrete slab constituting the ceiling of such Master Unit located on such level of the Building and the floor of the Master Unit or Common Element located on the level directly above. The lower horizontal boundary of a Master Unit shall be the centerline of the concrete slab constituting the floor of that portion of the Master Unit located on such level of the Building and the ceiling of the Master Unit or Common Element located on the level directly below.

(B) If a Master Unit is located on the lowermost level of the Building or structure with no improvements located on any level below it, the lower horizontal boundary of that portion of the Master Unit shall be the lowermost surface of the concrete subflooring, but the building foundation shall not constitute part of the Master Unit.

(C) With respect to that portion of the Hotel Master Unit constituting the pre-function terrace area as of the Effective Date on level 2 of the Building that is located directly above the portion of the Creative Office Retail Master Unit located on level 1 of the Building that is located directly above the portion of the Parking Master Unit located on level P2 of the Building, the lower horizontal boundary of such portion of the Hotel Master Unit shall be the horizontal plane formed by the uppermost Portion of the waterproofing membrane, with the waterproofing membrane being part of the 'Common Elements, and the upper horizontal boundary of such area shall be a horizontal plane being eighteen (18) feet above such lower horizontal boundary.

(D) Notwithstanding anything to the contrary herein, in the event a portion of a Master Unit is located on a level of the Building directly above another portion of the same Master Unit located on the level below, there shall not be deemed to be any horizontal boundary between the portions of the same Master Unit.

(c) Additional Information to Interpret Master Unit Boundaries.

(i) Except as provided otherwise in Subparagraph 4(b)(i)(C) above, exterior glass surfaces, including, but not limited to, windows and glass doors, exclusively serving a Master Unit shall not be included within the boundaries of the Master Unit (but rather shall be Limited Common Elements assigned as provided in Subparagraph 6(a)(v) hereof).

(ii) Entry vestibules and doors exclusively serving a single Master Unit shall be part of such Master Unit (except exterior glass doors not located in the Creative Office Retail

Master Unit, level L01 of the Office Master Unit, or level L01 of the Hotel Master Unit). The Master Unit Owner shall be responsible at its sole cost for the maintenance, repair and replacement of any element deemed a part of the Owner's Master Unit. If the element is deemed shared with another Master Unit Owner, the Owners shall share the cost for maintenance, repair and replacement. If the owners disagree as to the time, cost or work, either owner shall have a self-help remedy. In all events, disagreements may be resolved by the Board.

(iii) Those portions of the Building Systems (including any portion of the Building Systems located outside the boundaries of the Master Unit) that exclusively serve a single Master Unit shall be deemed part of the Master Unit.

(iv) Any lighting attached to the exterior surface wall of the Building as of the Effective Date for the benefit of a particular Master Unit shall be deemed part of the applicable benefited Master Unit (including any replacement thereof) and a Limited Common Element, otherwise it will be deemed a Common Element. Any specialty or decorative lighting solely intended to provide aesthetic or illumination benefits to businesses operating in the Hotel Master Unit, Office Master Unit, or Creative Office Retail Master Unit and installed after the Effective Date shall be deemed part of the applicable benefited Master Unit.

(v) Elevator systems (including but not limited to elevators, elevator shafts, elevator lobbies, elevator pits, and all related mechanical and electrical rooms and/or systems), as shown on the Floor Plans, that exclusively serve a single Master Unit shall be deemed part of such Master Unit.

(vi) Intentionally Omitted.

(vii) Notwithstanding the foregoing, any portion of the Common Elements (as more specifically described in Paragraph 5 hereof) that may be located within the boundaries of a Master Unit shall be deemed to be excluded from the boundaries of a Master Unit.

(viii) In the event the boundary of any Master Unit is not specifically described herein, the boundary lines therefore shall be the walls, levels and ceilings of the boundary of the Master Unit as provided in Section 66-27-302 of the Act and as may be shown on the Floor Plans.

(ix) In the event that there is a conflict between the boundaries of a Master Unit as described in this Paragraph 4 and as shown on the Floor Plans, the Floor Plans shall control. It is the express intent of Declarant that the property described as being part of a Master Unit shall for all purposes herein be treated as and constitute a lawfully described "Unit" as that term is defined in Section 66-27-203(23) of 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 shall 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 properly described Unit under the Act) and shall thereafter be deemed to be

Limited Common Elements reserved to the exclusive use of said Master Unit, subject to the rights and obligations of the other Owners with respect to said property.

5. COMMON ELEMENTS

Except as described as part of a Master Unit in Paragraph 4 or assigned as a Limited Common Element to a particular Master Unit or Master Units in Paragraph 6 hereof, the Common Elements shall include, without limitation, the following: (a) footings, foundations and sub-flooring of the Building; (b) storm water detention vault and associated piping; (c) retaining walls; (d) transformers; (e) generator room(s); (f) fire control room(s); (g) fire/domestic water pump room(s); (h) communications room(s); (i) electrical room(s); (j) trash compactors; (k) stairwells; (l) certain loading docks; (m) certain hallways and corridors; (n) exterior walkways and sidewalks, curb cuts, paved areas, tree wells, and landscaped areas on the street level; (o) Building Systems serving the Common Elements or more than one (1) Master Unit, Life-safety Systems, Property Monitoring and Access Systems; (p) exhaust and ventilation shafts; (q) fresh air intake valves; (r) structural columns and lateral supports that support all Master Units; (s) certain elevators and elevator lobbies; (t) air shafts; (u) sprinkler room(s); (v) certain mechanical rooms; (w) roofs of the Building; (x) the Plaza; and (y) columns and associated exterior design elements, including, but not limited to, the beams and cladding on the uppermost elevation of the Building, together with all easement rights, relating thereto and those easements created herein, which benefit more than one (1) of the Master Units. Notwithstanding any provision to the contrary stated herein, any door or doors enclosing any of the above-listed rooms serving all Master Units shall be deemed a part of the Common Elements.

Ownership of the Common Elements shall be by the Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each Master Unit is set forth in Exhibit "B". Such percentages of undivided interest may be altered only by the consent of all Owners and their respective Mortgagees (or such lesser number of Owners and Mortgagees as may hereafter be prescribed by the Act) expressed in a duly recorded amendment to this Master Declaration.

The Common Elements shall remain undivided and no Owner or any other Person shall bring any action for partition or division of the whole or any portion thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Master Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.

6. LIMITED COMMON ELEMENTS

The Limited Common Elements located on the Property and the Master Units to which they are assigned are as follows and as may be more specifically shown on the Floor Plans:

(a) General.

(i) The portions of the Life-safety Systems serving one (1) or more but less than all Master Units are assigned as Limited Common Elements to the Master Unit or Master Units so served;

(ii) The portions of the Property Monitoring and Access Systems serving one (1) or more but less than all Master Units are assigned as Limited Common Elements to the Master Unit or Master Units so served;

(iii) Any utility meter that serves only one (1) or more, but less than all, Master Units is assigned as a Limited Common Element to the Master Unit(s) so served;

(iv) Any Building System, or portion thereof, serving more than one (1) Master Unit but not all Master Units is assigned as a Limited Common Element to the Master Units so served;

(v) The area, if any, between the vertical plane of the outermost surface of the Building and the adjacent vertical boundary of a Master Unit is assigned as a Limited Common Element to such Master Unit; and

(vi) The Board of Directors without need for a membership vote, is hereby authorized to assign and to reassign Limited Common Elements and Common Elements not previously assigned, provided that any such assignment or reassignment shall be made in accordance with the provisions of the Act and this Master Declaration. A Common Element not previously assigned as a Limited Common Element may be so assigned without the need for a vote of the Master Association upon written application to the Master Association by the Owner or Owners for whose exclusive use of such Common Element is requested; provided, however, the assignment of a Common Element as a Limited Common Element shall not be approved by less than all of the directors of the Board of Directors; and shall not materially impair the rights of the other Owners under this Master Declaration. A Limited Common Element may be reassigned by the Board without the need for a vote of the Master Association, upon written application to the Master Association by the Owner or Owners to whose Master Unit the Limited Common Element appertains and the Owner or Owners to whose Master Unit the Limited Common Element is being reassigned. Upon such application and such approval by the Board, the Master Association shall prepare and execute an amendment to this Master Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element, which amendment shall be consented to and executed by the Owner or Owners making such application. Such amendment shall be delivered and become effective as provided in the Act. Pursuant to the provisions of the Act, a Limited Common Element assigned to a Master Unit may not be reassigned by the Board without the prior written consent of the Owner of Master Unit to which such Limited Common Element is assigned.

(b) Limited Common Elements Assigned to the Hotel Master Unit and Residential Master Unit.

(i) Loading docks

(ii) Dumpsters

(iii) Back of house corridor on Level P1

(iv) Parking shuttle elevator HS1 and HS2

(v) 17th Street access

(vi) Service elevator S1

(vii) Service corridor on Level L1

(viii) Interstitial floor (14th floor)

(ix) Level P1 exit hallway

(x) Stair #2

(xi) Corridor on Level L1 of Creative Office Retail to access condo storage and hotel kitchen.

(xii) And all other areas denoted on Exhibit E

(c) Limited Common Elements Assigned to the Hotel Master Unit and Creative Office Retail Master Unit.

(i) Exit Stair #5

(ii) And all other areas denoted on Exhibit E

(d) Limited Common Elements Assigned to the Office Master Unit and Creative Office Retail Master Unit.

(i) Loading dock

(ii) Dumpsters

(iii) Back of house (mail room, break room, generator, fire alarm, fire pumps, etc.),

(iv) Fitness room on Level L3,

(v) Rooftop amenity on Level L4 of Creative Office Unit

(vi) Domestic water service

(vii) Access control system

(viii) Fire alarm control panel

(ix) Elevator control system for all elevators in Office Master Unit and Creative Office Retail Master Unit

(x) And all other areas denoted on Exhibit E

(e) Limited Common Elements Assigned to the Hotel Master Unit and Parking Master Unit.

(i) Exit Stair #4

(ii) And all other areas denoted on Exhibit E

(f) Limited Common Elements Assigned to the Office Master Unit and Parking Master Unit.

(i) Exit Stair #1

(ii) And all other areas denoted on Exhibit E

(g) Limited Common Elements Assigned to the Creative Office Retail Master Unit and Parking Master Unit.

(i) Hayes Street access corridor and elevator lobby on Level P1

(ii) Exit Stair #9

(iii) And all other areas denoted on Exhibit E

(h) Limited Common Element's Assigned to the Hotel Master Unit, Residential Master Unit and Parking Master Unit.

(i) Exit Stair #1

(ii) And all other areas denoted on Exhibit E

7. ASSOCIATION MEMBERSHIP AND ALLOCATION OF VOTES

All Owners are members of the Master Association, and except as otherwise provided herein or in the Master Bylaws, shall be entitled to vote on all matters upon which members of the Master Association are entitled to vote pursuant to this Master Declaration and in accordance with the Master Bylaws, each Owner of a Master Unit shall have one (1) equally weighted vote.

8. ALLOCATION OF LIABILITY FOR COMMON EXPENSES

(a) Except as provided below or elsewhere in the Act or Master Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Master Units in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Master Unit as set forth in Exhibit "B".

(b) The Board of Directors shall have the power to levy special assessments against the Master Units pursuant to this Paragraph and the Act as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Paragraph shall not be grounds for any action against the Master Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Paragraph in the future with respect

to any expenses, including an expense for which the Board has not previously exercised its authority under this Paragraph.

(i) Any Common Expenses significantly and disproportionately benefiting one (1) or more Master Units (including, but not limited to, Common Expenses associated with the maintenance, repair, renovation, restoration, or replacement of any Limited Common Element) shall be specially assessed equitably, in the Board of Director's reasonable discretion, among all of the benefited Master Units according to the respective benefit received; provided, any such equitable assessment allocation shall be supported by measurable, objective criteria (e.g., invoices or other objective post analysis showing relative usage of services or facilities by the Master Units). Without limiting the foregoing, the Owners hereby acknowledge and agree that the Common Expenses identified in Exhibit "C" attached hereto and incorporated herein by this reference benefit the Master Units significantly and disproportionately, and therefore, such Common Expenses shall be specially assessed equitably among the Master Units in accordance with the percentage share attributable to each Master Unit as more specifically set forth in Exhibit "C" attached hereto. Notwithstanding Paragraph 23 hereof, Exhibit "C" may not be amended in any manner except upon a showing of such measurable, objective criteria as described above.

(ii) Any Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Master Units or by the Permittees of any such Master Unit or Master Units may be specially assessed by the Board of Directors against such Master Unit or Master Units based upon the conduct committed.

9. ASSOCIATION RIGHTS AND RESTRICTIONS

(a) In addition to and not in limitation of all other rights it may have, the Master Association, acting through its Board of Directors, shall have the right and authority:

(i) to enter into Master Units and any Sub-Units for maintenance, emergency or life-safety purposes, which right may be exercised by the Board of Directors, officers, agents, employees, managers and all police officers, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the affected Owner, Sub-owner or Occupant. For the purposes of this Subparagraph, an emergency justifying immediate entry into Master Units and the Sub-Units shall include, but not be limited to, the following situations; a water or other utility leak, fire, strong foul odor, obvious insect infestation or sounds indicating that a person or an animal might be injured or sick and require immediate medical attention. No Person exercising the rights granted in this Subparagraph shall be liable for trespass, damages or in any other manner by virtue of exercising such rights, except as provided in the Act. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that the Master Association, acting through its Board of Directors, shall have no duty or obligation to enter Master Units and the Sub-Units;

(ii) to enforce use restrictions, provisions contained within the Master Declaration and Master Bylaws, and reasonable rules and regulations promulgated and adopted by the

Master Association by the imposition of reasonable monetary fines as provided in Section 66-27-402 of the Act;

(iii) to grant and accept permits, licenses, utility easements; leases and other easements;

(iv) to control, manage, operate, maintain, improve and replace all portions of the Area of Common Responsibility;

(v) to represent and act on behalf of the Owners in the event of damage or destruction as a result of casualty loss in accordance with the provisions of the Act and Paragraph 12 hereof;

(vi) to represent and act on behalf of the Owners in the event of any loss resulting from condemnation or eminent domain in accordance with the provisions of the Act and Paragraph 20 hereof;

(vii) to acquire, hold and dispose of tangible and intangible personal property and real property; and

(viii) to display holiday decorations on the Property, except no holiday decoration shall be displayed on a Limited Common Element without the written consent of the Owner or Owners of the Master Unit to which such Limited Common Element is assigned and no holiday decoration shall be displayed in a Master Unit without the written consent of the Owner of such Master Unit.

(ix) In the exercise of its rights pursuant to the Master Declaration, the Master Association, acting through the Board of Directors, shall act at all times in good faith and in a commercially reasonable manner.

(b) Notwithstanding any other provision to the contrary in the Master Condominium Instruments or Articles of Incorporation, without the written consent of the Owner of the Master Unit adversely affected, no action by the Master Association or the Board of Directors shall:

(i) modify, alter, or delete the permissible uses of the Master Units;

(ii) interfere with the operation of the Master Units with regard to (A) pedestrian access over sidewalks located on the Property; and (B) lights or signage located on exterior portions of the Building adjacent to a Master Unit even though such exterior portion of the Building is not part of the Master Unit; and

(iii) be taken to benefit the Owner of one (1) Master Unit to the detriment of the Owner of another Master Unit.

10. ASSESSMENTS

(a) Purpose of Assessment. The Master Association shall have the power to levy assessments as provided herein. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit

and enjoyment of the Owners and Occupants of the Master Units as may be more specifically authorized from time to time by the Board. Each Owner shall pay its share of the Common Expenses in accordance with the percentage of undivided interest in and to the Common Elements as set forth in Exhibit "B" or, as applicable, Exhibit "C". The Common Expenses to be funded by the annual assessments shall include, but not be limited to, the following:

(i) Reasonable management fees and expenses of administration, including, without limitation, legal and accounting fees and reasonable payroll expenses;

(ii) Charges and fees for liability and any other insurance that is required to be maintained by the Master Association as set forth in Paragraph 11 hereof; and

(iii) The expenses of real maintenance, operation, repair and replacement of the Area of Common Responsibility for which the Master Association is obligated hereunder.

(b) Creation of the Lien and Personal Obligation for Assessments. Each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Master Association: (i) annual assessments or charges; and (ii) special assessments with such assessments to be established and collected as hereinafter provided. All such assessments, together with charges, interest, posts and reasonable attorneys' fees actually incurred and, if the Board so elects, an assignment of rents, in the maximum amount permitted by the Act, shall be a charge on the Master Unit and shall be a continuing lien upon the Master Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Master Unit at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. The lien provided for herein shall have priority as provided in the Act.

(c) Payment of Assessments. Unless otherwise provided by the Board of Directors, the annual assessments shall be paid in equal monthly installments due on the first day of each month. Except as otherwise provided in Paragraph 10(m) hereof, no Owner may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the Master Association's failure to perform its obligations required hereunder or an inconvenience or discomfort arising from the Master Association's performance of its duties. Notwithstanding anything to the contrary stated herein, Declarant shall have no obligation to fund budgetary deficits of the Master Association.

(d) Delinquent Assessments. Any assessment and related charges that are, due to the Master Association pursuant to this Master Declaration, or any portion thereof, that is not paid when due shall be delinquent and the Owner shall be in default. If any assessment, any related charges or any portion thereof is not paid in full by the tenth (10th) day of the due date, a late charge equal to ten percent (10%) of the amount not paid (or such higher amounts as may be authorized by the Act) may be imposed without further notice or warning to the delinquent Owner and interest at the rate of ten percent (10%) per annum (or such higher rate as may be permitted by the Act) shall accrue from the due date. If part payment of the assessment and/or related charges is made, the amount received may be applied first to costs and reasonable attorneys' fees actually incurred, then to late charges, then to interest, then to delinquent assessments and then to current assessments. If any assessment, any related charges or any portion thereof remains delinquent and unpaid for a period

greater than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment for the then-current fiscal year and of any special assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall be obligated to pay the entire amount so accelerated.

(e) Action to Collect Assessments. If assessments and other charges or any portion thereof remain unpaid for more than thirty (30) days after the assessment payments first become delinquent, the Master Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of this Master Declaration, the Master Bylaws, the Act and Tennessee law, including reasonable attorneys' fees actually incurred, provided, however, the Master Association shall provide at least seven (7) days advance written notice to the applicable Mortgagee describing the Master Association's intent to file suit against the Owner of a Master Unit subject to such Mortgagee's Mortgage. Enforcement under this Subparagraph is not dependent upon or related to other restrictions and/or other actions. The equitable charge and lien provided for in this Subparagraph shall be in favor of the Master Association for the use and benefit of all Owners. Each Owner, by its acceptance of a deed to a Master Unit, vests in the Master Association or its agents the right and power to sue or otherwise proceed against such Owner for the collection of such charges and/or to foreclose such liens. The Master Association shall have the power to bid on the Master Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

(f) Computation of Operating Budget and Assessment. For each fiscal year, the Board shall prepare a budget listing by category the estimated Common Expenses (including the establishment and maintenance of such reserves as the Board may consider appropriate) for such year. The Board shall cause the proposed annual budget and annual assessments roster based thereon to be delivered to each Owner at the last address furnished to the secretary of the Master Association by the Owners not less than sixty (60) days prior to the beginning of the fiscal year to which the proposed annual budget and annual assessments roster relate and shall become effective (subject to the terms hereof) as of the first day of the next fiscal year.

(g) Changes in Budget. The Board of Directors shall have the right to (i) not spend the full amount budgeted for any particular line item in the budget; (ii) spend more than what has been budgeted for any particular line item in the budget, and (iii) shift revenues within the budget from one line to another. Notwithstanding anything to the contrary stated herein, during the Declarant Control Period, Declarant or Declarant-appointed Board of Directors shall be authorized to unilaterally reduce or increase the amount of the annual assessments owed on the Master Units without the necessity of a vote of the Owners to reflect cost savings that were not contemplated at the time the initial estimated operating budget for the Master Association was developed.

(h) Failure to Establish Budget. Notwithstanding the foregoing, in the event the proposed budget is not approved or the Board of Directors fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments roster in effect for the then current year shall continue for the succeeding year, provided, however the budget and annual assessment shall be one hundred and five percent (105%) of the preceding year's amount.

(i) Special Assessments. In addition to the annual assessment provided for in Subparagraph (b) above, the Board may, at any time and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners. Except for special assessments levied in accordance with Subparagraph 8(b) hereof or special assessments associated with the maintenance, repair, renovation, restoration, or replacement of any Limited Common Element, any special assessment, which would cause the average total of special assessments levied in one (1) fiscal year to exceed Ten Thousand Dollars ($10,000.00) per Master Unit, or such higher amount as may be authorized by the Act, shall be approved by a majority of the Owners prior to becoming effective.

(j) Capital Reserve Budget and Contribution. The Board of Directors shall annually prepare a capital reserve budget, which may take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board may set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Master Association, as shown on the capital reserve budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in Subparagraph (f) hereof. All capital reserve contributions related to those assets that are maintained by the Master Association and such related costs specifically assessed in accordance with the percentage share attributable to each Master Unit as set forth in Exhibit "C" shall be also be specially assessed in accordance with the percentage share attributable to each Master Unit as set forth in Exhibit "C". All other capital reserve contributions related to assets (other than those described in the preceding sentence) shall be assessed against all Master Units in accordance with the percentage of undivided interest in the Common Elements appurtenant to each Master Unit as set forth in Exhibit "B". A copy of the capital reserve budget shall be distributed to each member in the same manner as the operating budget.

(k) Statement of Account. Any owner, Mortgagee or a Person having executed a contract for the purchase of a Master Unit or a lender considering a loan to be secured by a Master Unit, shall be entitled, upon written request, to a statement from the Master Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines or other charges against a Master Unit. The Master Association shall respond in writing within ten (10) business days of receipt of the request for a statement, provided, however, the Master Association may require the payment of a reasonable fee as authorized by the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Master Association as to the amount of assessments due on the Master Unit as of the date specified therein.

(l) Surplus Funds and Common Profits.

(i) Subject to the provision of the Act, Common Profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such Common Profits to the payment of Common Expenses shall, at the option of the Board of Directors, either be distributed to the Owners or credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Master Unit or added to the Master Association's capital reserve account as set forth in Subparagraph (i) above.

(ii) If the Board of Directors reasonably determines that during a fiscal year there will likely be a surplus of assessments paid by an Owner at the end of such fiscal year (excluding amounts designated for reserves), the Board may, but shall not be required to, reduce the amount of the assessments to be collected from such Owner for the remainder of that fiscal year. Any Owner who has already paid such Owner's entire assessment obligation for the fiscal year at the time of such reduction shall, in the discretion of the Owner, either receive a refund of the overpayment or a credit of the amount of the overpayment towards the Owner's assessment obligation to the Master Association for the following fiscal year. Notwithstanding the above, the Master Association may first apply the amount of any overpayment toward any other amount the Owner may owe to the Master Association.

(m) Assessment Exemption Period. Notwithstanding anything to the contrary stated herein, Declarant shall be excused from the payment of assessments to the extent permitted by the Act for a period (the "Assessment Exemption Period") commencing on the date the Master Declaration is recorded in the Official Records and ending on the following date, whichever occurs first; (i) the date being twenty-four (24) months after the date this Master Declaration was recorded in the Official Records; (ii) the date being the latest date permitted in the Act; (iii) the date determined by Declarant, as provided in a written notice to the Master Association; or (iv) upon the date Declarant does not own any unoccupied Master Unit in the Master Condominium. During the Assessment Exemption Period, as to the portion of assessments assessed pursuant to Section 66-27-414(b) of the Act, Declarant shall pay all Common Expenses incurred by the Master Association during the Assessment Exemption Period that exceed the amounts assessed against other Owners. Additionally, during the Assessment Exemption Period; (A) no capital contributions, start-up funds, initiation fees, or contributions to capital reserve accounts that are receivable from Master Unit purchasers or Owners and payable to the Master Association at closing may be used for payment of Common Expenses; (B) no portion of the payment of assessments collected from Owners intended to be utilized for nor reserved for deferred maintenance, reserves for depreciation, or other reserves, as shown on the operating budget for the Master Condominium may be used for payment of Common Expenses; and (C) no prepayments of assessments made by Owners shall be used for the payment of Common Expenses prior to the time the assessments would otherwise by due.

11. INSURANCE

(a) Generally. The Master Association, acting through its Board of Directors, shall obtain and maintain at all times insurance as required by Section 67-27-413 of the Act, as required herein, and as determined by the Board of Directors (upon consultation with all members of the Board of Directors) with regard to both limits of insurance and coverage. All insurance policies obtained and maintained by the Master Association in accordance with this Paragraph shall be written as primary policies which do not contribute to and are not in excess of coverage which any other Person may carry.

Notwithstanding anything to the contrary set forth herein, the Master Association and each Owner hereby waives any and all claims against one another for damage to or destruction of real or personal property to the extent such damage or destruction is covered by a then existing policy of property insurance (whether fire and extended coverage, so called "all risk" property coverage, so called "causes of loss-special form" property coverage or any other property/casualty policy). Further, the Owner whose property is damaged shall also be responsible for the payment of any deductible amounts allocated to it herein in connection with any property damage so covered by

insurance (except as otherwise provided in Subparagraph (h) below). The intent of this provision is that each Owner shall look solely to the available insurance with respect to property damage, or destruction. The Board and the Owners shall use commercially reasonable efforts to cause each insurance carrier providing property coverage as aforesaid to waive subrogation against all parties as set forth in Subparagraph 11(e) below with respect to any property damage so covered. Any indemnities set forth in this Master Declaration, including, but not limited to, Subparagraph 18(c) herein, shall be deemed to be subject and subordinate to the waivers set forth in this Paragraph.

(b) Property Insurance Obtained by the Master Association.

(i) Scope of Property Coverage

(A) Notwithstanding the minimum insurance requirements of the Act, the Board of Directors shall utilize commercially reasonable efforts to secure property insurance coverage as is reasonably available from time to time and used with respect to property located in Davidson County, Tennessee, which is of a similar size and which has a similar use and occupancy, insuring against perils commonly insured by the industry standard form of property insurance which, as of the Effective Date, is known as "causes of loss-special form," in an amount equal to the full insurable replacement cost, before application of deductibles (including coverage for demolition cost end increased cost of construction in amounts determined by the Board), of the Areas of Insurance Responsibility. If coverage on a "causes of loss-special form" is not available at reasonable cost, the Board of Directors shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. Subject to the provision of this Master Declaration, the Master Association may additionally obtain such other property insurance as the Master Association may determine to be necessary or desirable.

(B) Notwithstanding any provision to the contrary contained herein, any Owner may request in writing, that the Master Association obtain property insurance for that Master Unit in excess of the requirements provided for above or to reflect changes or alterations to the Master Unit. The Master Association can elect to obtain or not obtain such insurance after evaluating whether it can obtain such insurance at a commercially reasonable cost, the increased risks to the Master Association, if any, of obtaining the insurance, the extent to which obtaining the requested insurance will create administrative or financial burdens, if any, for the Master Association and whether the insurance would be more logically obtained directly by an Owner. In the event the Master Association elects to obtain such additional insurance pursuant to a request from an Owner, the Areas of Insurance Responsibility shall also include the Master Unit for which the Master Association has elected to obtain insurance. Prior to the Master Association's binding such requested additional insurance, the requesting Owner shall have the right to review and approve the scope of such requested additional insurance, the deductible for such requested insurance, and other material terms and conditions of such requested insurance. Moreover, in the event that an Owner requesting additional insurance hereunder desires not to renew or desires to cancel the requested insurance, such Owner shall provide written notice to the Board of Directors.

(C) The Master Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property. Notwithstanding the foregoing, unless all members of the Board of Directors agree, the amount of the deductible shall not be greater than Fifty Thousand Dollars ($50,000), as adjusted annually pursuant to standard and customary inflation indexes utilized by insurance companies that satisfy the requirements set forth in Paragraph 11(k) hereof.

(ii) Beneficiaries of property insurance. All property insurance obtained by the Master Association pursuant to this Master Declaration shall designate the Master Association as the named insured, individually and as agent for the Owners and Sub-owners collectively, without naming them individually, and as agent for their respective Mortgagees and Sub-mortgagees (except not as agent for a Mortgagee of a Master Unit where the Mortgage Documents do not permit and the Owner of the applicable Master Unit provides written evidence of such to the Master Association, and except not as agent for a Sub-mortgagee where the Sub-mortgage Documents do not permit and the Sub-owner of the applicable Sub-unit provides written evidence of such to the Master Association). If a Master Unit is subject to a Sub-declaration, the Sub-association shall be designated as an additional insured or loss payee, as its interest may appear.

(c) Liability insurance obtained by the Master Association.

(i) Scope of Liability Coverage. The Master Association, acting through the Board of Directors, shall obtain commercial general liability insurance in amounts not less than the minimum required by the Act. The coverage required under this Subparagraph may be obtained pursuant to any combination of primary, excess, and umbrella policies. The general liability policy or policies shall cover occurrences commonly insured against arising out of or in connection with the use, ownership, or maintenance of the Common Elements and other portions of the Master Condominium which the Master Association has the responsibility to maintain. The commercial general liability insurance shall contain a cross liability endorsement, and the Board shall use commercially reasonable efforts to obtain a waiver of subrogation applying to all parties as set forth in Subparagraph 11(e) below:

(ii) Beneficiaries of Liability Insurance. All liability insurance obtained by the Master Association pursuant to this Master Declaration shall cover the Master Association and the officers, agents and employees of the Master Association, the Owners, Sub-owners and their respective Mortgagees and Sub-mortgagees. The Master Association shall be designated as the named insured, individually and as agent for the Owners and Sub-owners collectively, without naming them individually, and as agent for their respective Mortgagees and Sub-mortgagees (except not as agent for a Mortgagee of a Master Unit where the Mortgage Documents do not permit and the Owner of the applicable Master Unit provides written evidence of such to the Master Association and, except not as agent for a Sub-mortgagee where the Sub-mortgage Documents do not permit and the Sub-owner of the applicable Sub-unit provides written evidence of such to the Master Association. If a Master Unit is subject to a Sub-declaration, the liability insurance shall also name the Sub-association as an additional insured as its interests may appear, and shall additionally cover

its board of directors, officers, agents end employees, and other Persons to the extent required by the Act.

(d) Annual Review and Allocation of Costs Between Master Unit. The Board of Directors shall, at least once every year, conduct an insurance review to determine if the policy or policies in force are adequate to meet the needs of the Master Association (including taking into consideration insurance carried on similar projects in Davidson County, Tennessee) and to satisfy the minimum requirements of the Act. The Board shall be deemed to have fulfilled such responsibility by reasonably relying upon verification from the Master Association's insurance agent or insurance underwriter that the insurance policies in existence meet the needs of the Master Association and, satisfy the minimum requirements of the Act. The property and liability insurance obtained by the Master Association will disproportionately benefit the different Master Units due to the scope and nature of: (i) the uses of each of the Master Units; (ii) the differing nature of insurance risk associated with the use of each Master Unit; (iii) the-type and cost of the structural improvements and betterments within each Master Unit; (iv) the size of each Master Unit; (v) any additional insurance or coverages benefiting less than all of the Master Units; and (vi) any other factors which the agent or underwriter reasonably determines would affect the equitable allocation of the costs of the insurance policies. Therefore, the Master Association shall retain no less than annually an insurance expert (which may be the insurance company issuing the Master Association's policy or policies) familiar with allocating the costs of property and liability insurance in mixed-use communities to equitably allocate the cost of the property and liability insurance policies being obtained by the Master Association between the different Master Units based on the factors referenced above. As contemplated in Subparagraph 8(b) hereof, the Board shall then disproportionately assess the cost of this insurance against the different Master Units in accordance with the recommendations of the insurance expert.

(e) Coverage Requirements.

(i) The Board shall use commercially reasonable efforts to obtain policies that will provide the following:

(A) the insurer Waives its rights of subrogation of any claims against directors, officers, the managing agent for the Master Association, the Owners, any Sub-association, Sub-owners, and any Sub-association's officers and directors;

(B) any "other insurance" clause contained in the Master Association's insurance policies shall expressly exclude individual Owners' policies from its operation;

(C) until the expiration of thirty (30) days after the insurer gives notice in writing to the Mortgagee of any Master Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Master Unit, the other Owners, the Board of Directors, or any of their agents, employees, or Permittees, nor be canceled for nonpayment of premiums;

(D) the policies may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days prior notice in writing to the Board of Directors, the Owners, and all Mortgagees; and

(E) an agreed value endorsement in the Master Association's property insurance policy waiving co-insurance limitations.

(ii) Unless an Insurance Trustee is appointed by the Board of Directors pursuant to Subparagraph 11(i) below, exclusive authority to adjust losses under policies obtained by the Master Association shall be vested in the Board of Directors or its duly authorized agent; provided, however, no Mortgagee or Owner having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(iii) In no event shall the insurance coverage obtained and maintained by the Master Association hereunder be brought into contribution with insurance purchased by the Owners or their respective Mortgagees. Each Owner shall notify the Board of all structural improvements made by the Owner or Sub-owner to its Master Unit. Any Owner who obtains an individual insurance policy covering any portion of the Property, other than Improvements and betterments on such Owner's Master Unit, shall file a certificate of insurance with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify, in writing, the Board of Directors in the event such policy is canceled.

(iv) Nothing contained herein gives any Owner or other Person a priority over any rights of Mortgagees as to distribution of insurance proceeds. Any insurance proceeds payable to the Owner of a Master Unit on which there is a Mortgagee endorsement shall be disbursed jointly to such Owner and the Mortgagee (except where the Mortgage Documents for a Master Unit requires otherwise and the Owner of the applicable Master Unit provides written evidence of such to the Master Association). This is a covenant for the benefit of any such Mortgagee and may be enforced by any such Mortgagee.

(v) Notwithstanding anything herein to the contrary, the types, amounts, deductibles and distribution of any insurance policy maintained by the Master Association shall at all times be in accordance with the requirement of the Master Mortgage and any mezzanine loan agreement of a mezzanine lender and that of their respective successors and assigns.

(f) Other Required Insurance. In addition to the insurance required hereinabove, the Master Association shall obtain as a Common Expense the insurance set forth below, which insurance will be allocated to each Master Unit in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Master Unit as set forth on Exhibit "B" hereto:

(i) worker's compensation insurance if and to the extent necessary to meet the requirements of law;

(ii) officers' and directors' liability insurance in such amounts as the Master Association may determine; and

(iii) fidelity bonds, if reasonably available, covering officers, directors, employees, and other persons who handle or are responsible for handling Master Association funds. Such bonds, if commercially reasonably available, shall be in an amount consistent with the business judgment of the Board of Directors, but in no event less than three (3) months' assessments plus a reasonable amount to cover all or reasonable portion of reserve

funds in the custody of the Master Association at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms: (A) the Master Association or management company of the Master Association, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Master Association; (B) the management company of the Master Association, if any, maintains separate records and bank accounts for each association that uses its services and the management company of the Master Association does not have the authority to draw checks on, or to transfer funds from, the Master Association's reserve account; or (C) two (2) members of the Board of Directors must sign any checks written on the reserve account. The Board may authorize online payments with the financial controls as set out herein.

(g) Insurance Maintained by Owners.

(i) Property Insurance. Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of its Master Unit to the extent not insured by policies maintained by the Master Association. Upon request by the Board, the Owner shall furnish a certificate of insurance to the Master Association.

(ii) Business Income Interruption. Every Owner (except any Owner that is a Sub-association) shall obtain business income interruption insurance with coverage in an amount sufficient to cover the obligations of such Owner to pay all required assessments to the Master Association for a period of one (1) year after the date of a casualty in the event of such a casualty that interrupts the business operations in such Owner's Master Unit. From time to time, the Master Board may require that each Owner (except any Owner that is a Sub-association) provide evidence that such Owner has sufficient coverage and the Master Board may require the Owner obtain additional coverage if the Master Board determines that the Owner's existing coverage is not sufficient. The Master Board shall not be deemed to make any warranty or representation that an Owner's coverage is sufficient and nothing herein shall excuse an Owner's obligation to pay assessments in the event an Owner's coverage is insufficient.

(iii) Vendors. Every Owner shall cause vendors providing regular services to its Master Unit (for example, a waste removal company, parking valet company, etc.) to add the Master Association as an additional insured on such vendor's general liability insurance and to maintain automobile liability, as applicable, and worker's compensation insurance coverage. Upon request by the Board, the Owner shall furnish a certificate of insurance to the Master Association.

(iv) Master Association Obtaining Coverage. Any Owner or Sub-owner may request in writing that the Master Association obtain insurance desired by the Owner or Sub-Owner, provided no Sub-owner may request additional insurance hereunder without the written authorization of its Sub-association. The Master Association can elect to obtain or not obtain such additional insurance after evaluating whether it can obtain such insurance at a reasonable cost, the increased risks to the Master Association, if any, of obtaining the insurance, the extent to which obtaining the requested insurance will create any

administrative or financial burdens, if any, for the Master Association and whether the insurance would be more logically obtained directly by an Owner or Sub-owner. Any such coverage shall be specially assessed against the Owner for the Owner or Owner's Sub-owner for whom such coverage is provided. Prior to the Master Association's binding such requested additional insurance, the requesting Owner or Sub-owner shall have the right to review and approve the scope of such requested additional insurance, the deductible for such requested insurance, and other material terms and conditions of such requested insurance. Moreover, in the event that an Owner or Sub-owner requesting additional insurance hereunder desires not to renew or desires to cancel the requested insurance, such Owner or Sub-owner shall provide written notice to the Board of Directors.

(v) Failure to Obtain. In the event that any such Owner fails to obtain insurance as required by this Subparagraph 11(g) and provide evidence of same within three (3) business days of the receipt of request for same, the Master Association may purchase such insurance on behalf of the Owner and specially assess the cost thereof to the Owner, to be collected in the manner provided for collection of assessments under Paragraph 10 hereof.

(vi) Insurance Requirements for Providers of Property Monitoring Services, Restaurants and Establishments Serving Alcoholic Beverages, and Waste Removal Companies.

(A) Property Monitoring Services. The Owner or Occupant of any portion of a Master Unit who has hired a property monitoring service for part or all of such Master Unit shall require such property monitoring service to keep in force, at all times, such commercial general liability insurance policies issued by responsible insurance companies licensed or authorized to do business in the State of Tennessee as will protect the Master Association, the Board of Directors and officers of the Master Association from and against claims of any and all persons for personal injury, death or property damage or loss occurring in connection with the operation of such property monitoring service. Such insurance shall have limits for bodily injury to or personal injury to or death of any person, or more than one (1) person, or for damage to property, in an amount of not less than Two Million Dollars ($2,000,000) per occurrence and in the aggregate. The required insurance limits can include a combination of primary and excess insurance policies.

(B) Restaurants and Establishments Serving Alcoholic Beverages. The Owner or Occupant of any portion of a Master Unit which operates a business that serves alcoholic beverages for consumption on or off the Property to members of the public shall keep in force at all times a limited liability insurance policy issued by responsible insurance companies licensed or authorized to do business in the State of Tennessee as will protect the Master Association, the Board of Directors and officers of the Master Association from and against claims of any and all persons for personal injury, death or property damage or loss occurring in connection with the operation of such business. Such insurance shall have General Liability limits for bodily injury to or personal injury to or death of any person, or more than one (1) person, or for damage to property, in an amount of not less than Ten Million Dollars ($10,000,000) per occurrence and in the aggregate. General Liability coverage shall not include any exclusions for Liquor Liability. If General Liability policy includes a Liquor Liability

exclusion, a separate Liquor Liability policy shall be required in an amount of no less than $10,000,000 per occurrence and in the aggregate.

(C) Waste Service Company. The Owner or Occupant of any portion of a Master Unit who has hired a waste service company to remove trash, garbage or debris from such Master Unit shall require such company to keep in force at all times such commercial general liability insurance policies issued by responsible insurance companies licensed or authorized to do business in the State of Tennessee as will protect the Master Association, the Board of Directors and officers of the Master Association from and against claims of any and all persons for personal injury, death or property damage or loss occurring in connection with the operation of such waste removal services. Such insurance shall have limits for bodily injury to or personal injury to or death of any person, or more than one (1) person for damage to property, in an amount of not less than Two Million Dollars ($2,000,000) per occurrence and in the aggregate. The required insurance limits can include a combination of primary and excess insurance policies.

(D) Valet Service. The Owner or Occupant of any portion of a Master Unit who has hired a valet parking service company to operate a valet service on part or all such Master Unit shall require such valet parking service company to keep in force, at all times, such commercial general liability insurance and garage liability policies issued by responsible insurance companies licensed or authorized to do business in the State of Tennessee as will protect the Master Association, the Board of Directors and officers of the Master Association from and against claims of any and all persons for personal injury, death or property damage or loss occurring in connection with the operation of such valet parking service. Such insurance shall have limits for bodily injury or personal injury to or death of any person, or more than one (1) person, or for damage to property, in an amount of not less than Two Million Dollars ($2,000,000) per occurrence and in the aggregate. The required insurance limits can include a combination of primary and excess insurance policies, and commercially reasonable "Garage Keepers" insurance.

(E) Parking Master Unit Operator. The Owner of the Parking Master Unit who has hired a company to operate any portion of the Parking Master Unit shall require such company to keep in force, at all times, such commercial general liability insurance and garage liability policies issued by responsible insurance companies licensed or authorized to do business in the State of Tennessee as will protect the Master Association, the Board of Directors and officers of the Master Association from and against claims of any and all persons for personal injury, death or property damage or loss occurring in connection with the operation of such portions of the Parking Master Unit. Such insurance shall have limits for bodily injury or personal injury to or death of any person, or more than one (1) person, or for damage to property, in an amount of not less than One Million Dollars ($1,000,000) per occurrence and in the aggregate, and commercially reasonable "Garage Keepers" insurance.

(F) Property Manager. The Owner of a Master Unit who has hired a property management company shall require such company to keep in force, at all

times, such commercial general liability insurance policies issued by responsible insurance companies licensed or authorized to do business in the State of Tennessee as will protect the Master Association, the Board of Directors and officers of the Master Association from and against claims of any and all persons for personal injury, death or property damage or loss occurring in connection with the management of the Master Unit of such Owner. Such insurance shall have limits for bodily injury or personal injury to or death of any person, or more than one (1) person, or for damage to property, in an amount of not less than One Million Dollars ($1,000,000) per occurrence and in the aggregate.

(G) Water Damage. The Owner of each Master Unit shall be required to obtain and maintain at all times, if commercially reasonably available, through the Master Association, insurance for water damage resulting from the discharge of water from such Master Unit into any Master Unit located vertically below or horizontally adjacent to such Master Unit. The cost of such supplemental insurance coverage shall be assessed by the Master Association against each Owner as a special assessment in accordance with Subparagraph 8(b)(i) above. In addition, each Owner shall indemnify, defend, and hold harmless the other Owners from and against any and all loss, damage, liability, cost or expense arising out of or relating to water damage resulting from the discharge of water from the indemnifying Owner's Master Unit into the other Master Units, to the extent that such loss, damage, liability, cost or expense is not paid for out of insurance proceeds received by such other Owner(s) or the Master Association. This indemnification obligation shall extend to any insurance deductible paid by an Owner as part of the adjustment of any insured claims covering any of the foregoing items.

(vii) Coverage Requirements. If commercially reasonably available, the insurance required pursuant to this Subparagraph 11(g) shall: (A) provide that the policy may not be canceled or reduced in amount or coverage below the requirements hereof, without at least ten (10) days prior written notice by the insurer to the insured and to the additional insured and their respective Mortgagees; (B) provide for severability of interests; (C) provide that an unintentional act or omission of the insured or the additional insured, which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insured or their Mortgagees; and (D) name each of the Master Associations, the other Owners, and the other impacted Persons specifically referenced in the Subparagraph 11(g)(vi) above as an additional insured. All relevant Owners to whom this Subparagraph 11(g) applies shall furnish the Master Association upon request with a certificate affirming that such insurance is in full force and effect, that the premiums have been paid in full, and that each of the provisions listed herein is included in the policy.

(h) Application of Deductibles. Except as set forth below, all insurance deductibles for insurance maintained by the Master Association shall be deemed to be Common Expenses. In the event of an insured loss, any required deductible for a policy maintained by the Master Association shall be considered a maintenance expense to be paid by the Person or Persons who would be responsible for such expense in the absence of insurance. If the loss affects more than one (1) Master Unit or a Master Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the insurer among the Persons suffering loss in proportion to each affected Owner's portion of the total cost of reconstruction and repair. Notwithstanding the foregoing, if the insurance

policy provides that the deductible will apply to each Master Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to its Master Unit, if any. If any Owner or Owners fail to pay the deductible when required under this Paragraph, then the Master Association may pay the deductible and specially assess its cost to the Owner or Owners pursuant to Subparagraph 8(b) hereof; provided, however, where the deductible is for insurance as required by Section 67-27-413 of the Act, no Owner shall be specially assessed more than the costs of the deductible for any one (1) occurrence. For the purposes of illustration, if a loss occurs solely within a Master Unit, the Owner of such Master Unit shall be solely responsible of the cost of the deductible, provided, however, where the deductible is for insurance as required by Section 67-27-413 of the Act, such Owner shall not be specially assessed more than Two Thousand Five Hundred Dollars ($2,500), or such higher amount as authorized by the Act.

(i) Insurance Trustee. The fees and expenses of any Insurance Trustee shall be assessed against the Owners of the Master Units that are affected by the casualty and/or destruction in proportion to each affected Owner's portion of the total cost of reconstruction and repair as allocated by the insurer.

(i) All property insurance policies purchased by the Master Association shall provide that payments of losses made by the insurer shall be paid to the Insurance Trustee, and such policies and endorsements thereto shall be deposited with the Insurance Trustee, except where a policy is procured for one (1) Owner.

(ii) The Insurance Trustee, if it is not the Board, shall not be liable for payment of premiums, nor for the renewal of the sufficiency of policies, nor for the failure to collect any insurance proceeds. 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 elsewhere stated herein, and for the benefit of the Owners and their respective Mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee.

(A) Insured Property. Proceeds on account of damage to the insured property shall be owned by the Master Association for each Owner as tenants in common such shares being the same as the undivided shares in the Common elements appurtenant to each Master Unit as set forth on Exhibit "B" attached hereto and incorporated herein; provided, however, that prior to any distributions to the Owners, such proceeds shall first be distributed in accordance with the provisions of Subparagraph 11(i)(iii) below.

(B) Mortgagees. No Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a Mortgage debt any insurance proceeds, except for actual distributions thereof made to the Owner and Mortgagee pursuant to the provisions of this Master Declaration.

(iii) Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed so or for the benefit of the beneficial owners thereof in the following manner.

(A) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.

(B) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed in accordance with Paragraph 12 below, the remaining proceeds shall be paid to defray the cost thereof as provided herein and in Paragraph 12 below. Any proceeds remaining after defraying such costs shall be distributed to each Owner, by check made payable jointly to such Owner and their respective Mortgagee(s), if any. If there is no Mortgage on the Master Unit, all distributions shall be made directly to the Owner.

(C) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired in accordance with Paragraph 12 below, the remaining proceeds shall be allocated among the beneficial owners as provided in Subparagraph 11(i)(ii)(A) above, and distributed to each Owner by check made payable jointly to such Owner and their respective Mortgagee(s), if any. If there is no Mortgage on the Master Unit, all distributions shall be made directly to the Owner.

(D) Certificate. In making distributions to Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate of the Master Association made by its President and Secretary as to the names of the Owners and their Mortgagees, if any, and their respective shares of the distribution.

(j) Owner Acting as a Duly Authorized Agent of the Board of Directors. Notwithstanding anything to the contrary stated herein, to the extent allowed under the insurance policy(ies) of the Master Association, in the event of a casualty where one hundred percent (100%) of the damage and/or destruction is contained within a single Master Unit, the Board of Directors shall appoint the Owner of such affected Master Unit as the duly authorized agent of the Board of Directors to adjust the loss in accordance with Subparagraph 11(i)(iii) above (the "Appointed Owner Agent") and such Appointed Owner Agent shall direct the restoration of the Master Unit. The Appointed Owner Agent shall accept such appointment, and the Appointed Owner Agent covenants to undertake a fiduciary duty to the Master Association in connection with the adjustment of the loss with the insurance company. Moreover, the Appointed Owner Agent shall indemnify, defend, and hold harmless the Master Association from and against all claims, demands, suits, costs, expenses and liabilities, at the sole expense of the Appointed Owner Agent, which arises out of or in connection with the negligence, gross negligence, willful misconduct or bad faith of the Appointed Owner Agent in connection with, the adjustment of the loss with the insurance company.

(k) Requirement for All Insurance Policies. All policies of insurance required by this Master Declaration shall be written with an insurance company licensed or authorized to do business in the State of Tennessee with a Best's Financial Strength Rating of at least A- and Best's Financial Size Category of at least VIII (or other comparable ratings in the event A.M. Best Company, or its successor, ceases to provide such ratings).

12. REPAIR AND RECONSTRUCTION

In the event of damage to or destruction of all or any part of the Property as a result of fire or other casualty, unless the Board of Directors of the Master Association and one hundred percent (100%) of the Owners, including the Owner or Owners of any damaged Master Unit or Master Units, vote not to proceed with the reconstruction and repair of the Property, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the Property. In the event of substantial damage or destruction, each Mortgagee of any damaged Master Unit shall be entitled to written notice of the damage and nothing in the Master Condominium Instrument's shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Master Unit.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to the Property, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the Property (including any damaged Master Unit, Common Element or Limited Common Element) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b) Source and Allocation of Proceeds. In the event that the net insurance proceeds (i.e. the remainder obtained by subtracting the property insurance policy insurance proceeds actually and unconditionally received by or on behalf of the Master Association (or Insurance Trustee) from the total amount of the "hard" and "soft" costs required to restore, replace or repair the damage or destruction resulting from an insured loss with respect to all or any portion of the Property) made available for reconstruction or repair are insufficient to satisfy all of the costs and expenses of reconstruction and repair, each of the Owners, to the extent the Owners have an interest in the Property affected by casualty, shall pay and shall be obligated for its applicable Insurance Shortfall Payment. The Insurance Shortfall Payment shall be calculated as follows:

(i) in the event that the damage and/or destruction from the casualty affects only one (1) Master Unit, the Insurance Shortfall Payment shall be assessed against the Owner of the Master Unit that is affected exclusively and solely by the casualty damage and/or destruction;

(ii) in the event that the damage and/or destruction from the casualty affects more than one (1) Master Unit, the Insurance Shortfall Payment shall be assessed against the Owners of the Master Units that are affected by the casualty damage and/or destruction in proportion to each affected Owner's portion of the total cost of reconstruction and repair as allocated by the insurer;

(iii) in the event that the damage and/or destruction from the casualty affects Limited Common Elements assigned to only one (1) Master Unit, the Insurance Shortfall Payment shall be assessed against the Owner of the Master Unit to which such Limited Common Element is assigned;

(iv) in the event that the damage and/or destruction from the casualty affects Limited Common Elements assigned to more than one (1) Master Unit, the Insurance

Shortfall Payment shall be assessed against the Owners of the Master Units to which the Limited Common Element is assigned in proportion to each affected Owner's portion of the total cost of reconstruction and repair as allocated by the insurer; and

(v) in the event that the damage and/or destruction from the casualty affects the Common Elements (other than Limited Common Elements), the Insurance Shortfall Payment shall be assessed against all the Owners in accordance with the undivided interest in the Common Elements appurtenant to each Master Unit as set forth in Exhibit "B".

The Insurance Shortfall Payment shall not be subject to the limits on the amount of special assessments as discussed in Subparagraph 10(i) and this Subparagraph 12(b) shall govern and control over Subparagraph 11(h). Aside from its obligation to pay assessments for the Master Units that it owns, Declarant shall have no obligation to fund any deficit arising from insufficiency of insurance proceeds. If there are surplus funds after repair and reconstruction is completed, any surplus attributable to overpayments of Insurance Shortfall Payment shall be related to the Owner(s) that paid the Insurance Shortfall Payments on an equitable basis and any other surplus funds shall be credited to the next annual assessment (or installment thereof) chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Master Unit.

(c) Floor Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Floor Plans and specifications under which the Building and other improvements on the Property was originally constructed or later approved in accordance with this Master Declaration ("Reconstruction Specifications"). In the event that an Owner desires to modify the Reconstruction Specifications in a material manner, such modifications to the Reconstruction Specifications (other than those modifications to the Reconstruction Specifications that are needed to comply with current applicable building codes) shall be approved by all of the directors of the Board of Directors.

(d) Encroachments. Encroachments upon or in favor of the Master Units that may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the Floor Plans and specifications under which the Building and other improvements on the Property was originally constructed or later approved in accordance with this Master Declaration. Such encroachments shall be allowed to continue in existence for so long as the reconstructed Building shall stand.

(e) Construction Fund. The net proceeds of the insurance received on account of a casualty and the funds collected by the Master Association from assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph to be disbursed by the Board of Directors, its duly authorized agent, or the Insurance Trustee (if appointed) in appropriate progress payments to such contractor(s), supplier(s) and personnel performing the work or supplying materials or services for the repair and reconstruction of the Property as are designated by the Board of Directors. No progress payments shall be disbursed until the Master Association has adopted procedures it deems reasonable and appropriate for the disbursement of such payments.

13. ARCHITECTURAL STANDARDS.

(a) General. The Architectural Review Committee may, but shall not be required to, publish written architectural standards, including architectural changes that may be made without need for prior approval of the Master Association. The standard for approval of alterations of or improvements to the exterior of a Master Unit shall include, but not be limited to, aesthetic considerations, materials to be used, harmony with the external design of the existing buildings and structures, sounds to be generated as a result of the alteration or improvement, and the location in relation to surrounding structures and topography. With respect to the Office Master Unit, the Creative Office Retail Master Unit and the Hotel Master Unit, it is understood that there will be multiple commercial uses within the Creative Office Retail Master Unit and lobby level retail areas within the Office Master Unit and Hotel Master Unit that will result in on-going architectural changes to the exterior of the Building. It is not the intent of this Paragraph to prohibit or unduly regulate or burden the process of effectuating such architectural changes. Rather, the purpose of this Paragraph is to ensure that such architectural changes are compatible with the existing architectural style of the Building and the then existing uses within the Building, and that such changes do not negatively impact the value of the Property,

(b) Alterations to a Master Unit.

(i) Interior Alterations.

(A) Owners shall be expressly permitted to make and/or permit architectural changes, alterations and improvements to be made to the interior portions of their respective Master Units (including changes which are visible from the exterior of the Master Units) without the approval of the Architectural Review Committee, provided that the same do not (i) adversely affect the structural integrity of any portion of the Building; (ii) adversely affect the Building Systems, Life-safety Systems, or the Property Monitoring and Access Systems; or (iii) violate this Master Declaration or any rules and regulations adopted by the Board of Directors from time to time.

(B) Notwithstanding anything to the contrary stated herein, without first making a complete application to the Architectural Review Committee and obtaining the prior written approval of the Architectural Review Committee, no Owner or Occupant may make any alteration to or within a Master Unit that: (1) makes any alteration to, place anything on, make any encroachment onto or across any portion of the Common Elements (excluding the Limited Common Elements unless otherwise provided herein); (2) makes any change, addition, alteration or construction (including painting and landscaping) to the exterior of any Master Unit; (3) erects or places a fence, partition, wall or other form of barrier that exclusively serves a Master Unit or any portion thereof (the foregoing shall not be deemed to apply to any interior demising or partition walls); (4) involves connecting to or relocating Common Element pipes, lines, conduits and/or other apparatus for access to common utilities that are located outside of the Master Unit boundaries (provided, however, an Owner shall not relocate or make any connection to a Common Element pipe, line, conduit and/or other apparatus for access to common utilities if such connection will impair or have an adverse effect to the utilities or service of utilities to another Master Unit

or any portion of another Master Unit); (5) places an excessive load on any structural or load bearing portions of a Master Unit; (6) requires penetration of any concrete floor or ceiling slab; or (7) has an impact to create or alter outdoor seating or patio without first obtaining the written approval of the Architectural Review Committee. Such approval shall not be granted by the Architectural Review Committee unless the Owner or Occupant of the Master Unit or that portion of the Master Unit for which the change is being requested has presented to the Architectural Review Committee such information as the Architectural Review Committee may reasonably require, including, but not limited to, the following documentation: (A) a report or drawing prepared and certified by a structural engineer licensed in the State of Tennessee which report or drawing shall demonstrate that such proposed interior modifications will not in any way affect or impair the structural soundness or integrity of the Building or any of the Master Units; (B) plans for the proposed modifications; and (C) a certificate of insurance from applicant's contractor, which names the Master Association and the Owner of Master Unit as an additional insured. In addition, within thirty (30) days of completion of the interior modifications, the Architectural Review Committee shall be provided with a copy of the certificate of occupancy, and an inspection report prepared and certified by a structural engineer licensed in the State of Tennessee.

(C) Furthermore, if alterations to the interior of a Master Unit requires the penetration of the concrete floor or ceiling slab located between two (2) or more Master Units or between Master Units and Common Elements, the Owner shall also provide, the Architectural Review Committee with a report prepared and certified by a structural engineer licensed in the State of Tennessee confirming that an X-ray analysis has been performed for the purposes of verifying that such penetration of the concrete floor or ceiling slab will not impair the structural integrity of such concrete floor or celling slab or result in the severing of any structural post-tension system unless approved by the Board. In addition, all building code requirements must be complied with and necessary permits and approvals secured for any such interior modifications,

(ii) Reserved.

(c) Signs.

(i) Affixed to Master Unit. The Owner of a Master Unit shall be permitted to affix signage on the exterior facade of the such Owner's Master Unit or the portion of the Building assigned as a Limited Common Element to its Master Unit, provided that such signage compiles with the following guidelines:

(A) All signage shall comply with all applicable City of Nashville ordinances;

(B) All signage affixed on the exterior facade of the Creative Office Retail Master Unit or the exterior facade of the portion of the Building assigned as a Limited Common Element to the Creative Office Retail Master Unit shall pertain to the

businesses conducted within the Creative Office Retail Master Unit and adhere to specifications and standards as set in Exhibit H;

(C) All signage affixed on the exterior facade of the Hotel Master Unit or the exterior facade of the portion of the Building assigned as a Limited Common Element to the Hotel Master Unit shall pertain to the businesses conducted within the Hotel Master Unit;

(D) All signage affixed on the exterior facade of the Office Master Unit or the exterior facade of the portion of the Building assigned as a Limited Common Element to the Office Master Unit shall pertain to the businesses conducted within the Office Master Unit;

(E) No signage shall contain or consist of flashing lights, lights with moving parts, or noise (other than noise attendant to the operation of such sign), unless such signage is of an upscale nature and approved by the Architectural Review Committee: and

(F) No billboards or signage shall be placed on the roofs of the Building.

(G) Comply with specifications and standards as set in Exhibit H.

(ii) Signage Located on the Common Elements. All signage used on the Common Elements shall be approved by the Architectural Review Committee.

(iii) Flags.

(A) Notwithstanding anything to the contrary herein, no national flags of any country (other than the United States national flag and the flags of any service branch of the United States no larger than 42 inches by 60 inches) may be displayed on a flag holder located on a balcony exclusively serving a Sub-unit (if any) located in the Residential Master Unit. A Unit Owner may display one portable, removable United States flag in a respectful way in accordance with 4 U.S.C. §§ 5-10 on Armed Forces Day, Memorial Day, Flag Day, Independence Day, Veterans Day and may display official flags that represent the United States Army, Navy, Air Force, Marine Corps and Coast Guard, regardless of any provisions of the declaration, restrictive covenants, or rules dealing with flags or decorations. No flag holder shall be affixed to the exterior facade of the Building. By taking title to a Master Unit or Sub-unit, all Owners and Sub-owners agree and acknowledge that the Board, on behalf of the Master Association, has a substantial interest in protecting the aesthetic appearance of the Master Condominium and therefore may adopt additional reasonable restrictions pertaining to the time, place, or manner of displaying the flag of the United States.

(B) Notwithstanding anything to the contrary herein, the Owner of the Hotel Master Unit may affix to the exterior of the Hotel Master Unit flag poles which can fly: one (1) national flag of the United States, and one (1) flag primarily reflecting the name and/or logo of the Occupant (including the managing hotel operator) of the Hotel Master Unit and one (1) official State of Tennessee flag. No flag shall exceed

fifty (50) square feet in size. The Owner of the Hotel Master Unit shall be responsible for the care and maintenance of the flags; provided, however, the Owner of the Hotel Master Unit may delegate the obligation and responsibilities of this paragraph to the Hotel operator or its manager.

(d) Changes to Exterior Facade of the Building. Notwithstanding anything to the contrary in this Master Declaration, no Person (including, but not limited to, the Master Association or any Owner) shall make any material architectural change, alteration, or modification to the exterior facade of the Building that materially affects the overall appearance, quality, or nature of the Building without the unanimous approval of all members of the Architectural Review Committee. For the purposes of clarification, the foregoing requirements for unanimous approval of all members of the Architectural Review Committee shall not apply to the following: any signage, flag, or flag pole governed by Subparagraph 13(c)(iii) above; or any change, alteration, or modification to the exterior façade of space used for retail purposes located on level 1 and Hayes Street of the Building.

(e) Encroachments onto Common Elements. The Board of Directors, subject to this Paragraph, may permit Owners to make encroachments onto the Common Elements and enclosures of same as it deems acceptable, provided that such encroachments made by an Owner are located within portions of the Common Elements specifically assigned to such Owner's Master Unit as a Limited Common Element and further provided such encroachments are made in compliance with Paragraph 22 hereof and all applicable zoning regulations and setback requirements.

(f) Applications to the Architectural Review Committee.

(i) Applications for approval of any alteration or modification conducted pursuant to this Paragraph 13 shall be in writing and shall provide such information as the Architectural Review Committee may reasonably require. Once an application and all required information is received by the Architectural Review Committee, the Architectural Review Committee shall stamp the application as being complete, and shall then forward, to the applicant a written notice of application completion (the "Notice of Application Completion"). The Architectural Review Committee shall be authorized to retain an engineer, architect or other consultant to review such application and related documentation and plans, and all costs and expenses related thereto shall be borne solely by the applicant. Approval of an application may be withheld by the Architectural Review Committee until such time as all costs and expenses related to the review of an application have been paid by the applicant. The Architectural Review Committee shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations, materials to be used, harmony with the external design of the building and other structures that may be located on the Property, and it shall be entitled to stop any construction that is not in conformance with approved plans. If a request for approval of any Alteration or modification pertains to a Sub-unit, the application for approval of such alteration or modification shall be submitted by the Owner of such Master Unit on behalf of the affected Sub-owner.

(ii) The Architectural Review Committee or its designated representative shall approve or disapprove a complete application within thirty (30) days after, the date of the Notice of Application Completion, provided, however, the Architectural Review Committee may extend such thirty (30) day period for up to an additional thirty (30) days by providing

written notice to the applicant of the extension prior to the expiration of the original thirty (30) day period. If the Architectural Review Committee or its designated representative fails to approve or to disapprove a complete application within thirty (30) days after the date of the Notice of Application Completion or any applicable extension period, its approval will not be required and this subparagraph will be deemed complied with. Notwithstanding the foregoing, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is in violation of this Master Declaration, Master Bylaws or rules and regulations promulgated and adopted by the Master Association or of any applicable building codes, zoning or other laws.

(g) Condition of Approval. As a condition of approval for a requested architectural modification, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such modification. In the Architectural Review Committee's discretion, an Owner may be required to verify such condition of approval by written instrument in recordable form acknowledged by such Owner. The Architectural Review Committee also may establish such other conditions of approval as it determines necessary or appropriate, including reasonable construction commencement and completion times and time limits with respect to temporary modifications. The Architectural Review Committee may also require that the Owner provide the Architectural Review prior to commencing any work with copies of all necessary permits or approvals required by governmental authorities for the proposed modifications and compliance with the requirements of Paragraph 22 to the extent-applicable.

(h) Limitation of Liability. Review and approval of any application hereunder may be made on any basis, including, but not limited to the basis of aesthetic considerations, and neither the Architectural Review Committee nor the Board shall bear any responsibility for ensuring the design quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. The Master Association, the Board of Directors, the Architectural Review Committee or members of the foregoing shall not be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications.

(i) No Waiver of Future Approvals. Each Owner acknowledges that the members of the Architectural Review Committee and Board of Directors will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Approval hereunder shall not be deemed to constitute a waiver or any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whenever subsequently or additionally submitted for approval or consent.

(j) Enforcement. Any construction alteration or other work done in violation of this Paragraph 13 shall be deemed to be nonconforming. Upon written request from the Master Association, an Owner shall, at his/her/its own cost and expense, promptly remove or cause the removal of any non-conforming construction, alteration or other work and shall restore the property to substantially the same condition as existed prior to the non-conforming construction. Should the Owner fail to do so, the Master Association or its designees shall have the right to enter the property and do so. All costs thereof, including reasonable attorney's fees actually incurred, shall be an assessment and lien against such Owner and such Owner's Master Unit, in addition, the Master Association may impose a fine. Moreover, if any Owner or Occupant makes any change, alteration

or construction (including landscaping) upon the Common Elements in violation hereof, such Owner or Occupant does so at that Owner's or Occupant's sole risk and expense and subject to possible removal by the Master Association at any time, and at the sole expense of the violating Owner or Occupant. The Board may require that the change, alteration or construction remain on the Common Element without reimbursement to the Owner or Occupant for any expense incurred in making the change, alteration or construction.

(k) Subdivision of a Master Unit. A Master Unit shall not be subdivided; provided, however, an Owner of a Master Unit shall be permitted to submit Owner's Master Unit to the Act as a Sub-condominium by filing a Sub-declaration for such Master Unit. Pursuant to any such Sub-declaration, a Sub-association shall operate the Master Unit. Except as otherwise expressly provided otherwise in this Master Declaration, an Owner may unilaterally submit such Owners Master Unit to the Act as a Sub-condominium by filing a Sub-declaration for such Master Unit and no approval shall be required from the Master Association or any other Owner.

14. USE RESTRICTIONS.

(a) Use of the Creative Office Retail Master Unit.

(i) General. All portions of the Creative Office Retail Master Unit shall be used only for such upscale retail and office purposes that are lawful and permitted by applicable zoning ordinances. Notwithstanding the foregoing, no activity shall be conducted on any portion of the Creative Office Retail Master Unit that constitutes a public or private nuisance or hazardous or offensive use, or threatens the life or safety of other Owners or Occupants of the Master Condominium. Permitted uses of the Creative Office Retail Master Unit shall not be deemed a nuisance and shall not cause the Owner, Occupant, or their respective Permittees of the Creative Office Retail Master Unit to be deemed in violation of any provision of this Master Declaration or any other Sub-declaration or governing rules and regulations of a Sub-association created from a Master Unit. Any proposed use of any part of the Creative Office Retail Master Unit that is not permitted by this Subparagraph 14(a)(i) shall be submitted for the review, consideration and approval or disapproval of all Owners; and the unanimous approval of all Owners shall be required for any such use (which approval of an Owner shall be deemed granted if such Owner does not respond to a written request for approval or disapproval within thirty (30) days of the receipt of such request and such Owner subsequently fails to respond to a second written request for approval or disapproval within seven (7) days of the receipt of such request, which second request shall be delivered after the initial thirty (30) day period).

(ii) Prohibited Uses. In express limitation of the foregoing, except as otherwise specifically provided in this Subparagraph 14(a) or unanimously approved by all Owners (which approval of an Owner shall be deemed granted if such Owner does not respond to a written request for approval or disapproval within thirty (30) days of the receipt of such request and such Owner subsequently fails to respond to a second written request for approval or disapproval within seven (7) days of the receipt of such request, which second request shall be delivered after the initial thirty (30) day period), no part of the Creative Office Retail Master Unit may be used for any of the following purposes.

(A) residential uses; living quarters, sleeping apartments, hotel, motel, hostel or lodging rooms;

(B) tattoo or piercing shop;

(C) establishment where obscene, pornographic or "adult" materials or paraphernalia, including, but not limited to, movies, videotapes, DVDs, devices, novelties, books, magazines, or other related items are sold or displayed, but excluding sales of mass market movies, videotapes, DVDs, books, magazines, and other products commonly sold in general interest book stores, grocery stores, convenience stores, and drug stores, and which are incidental to other permitted retail sales;

(D) facility that hosts nude, semi-nude or other erotic performances;

(E) "head shops" or other facilities used for the sale, display or advertisement of any paraphernalia used in the preparation or consumption of controlled substances;

(F) pool hall, video game room, amusement gallery, shooting gallery, carnival, or amusement arcade;

(G) automotive supplies and parts shop, automotive repair shop, gas station;

(H) automobile and/or service station or car wash, or any automobile, truck, van, trailer, mobile home or recreational vehicle sales, leasing, display or repair facility, including without limitation, any tire, battery and accessory facility, provided, the foregoing shall not be deemed to prohibit ancillary uses such as electrical plug-in or other non-hazardous recharging systems, oil and other fluid changes and checks, car washes or car detailing services providing services to vehicles otherwise using the Parking Master Unit to park a vehicle);

(I) mortuary, funeral home or store selling caskets;

(J) warehouse operation (not including storage incidental to the operation of any otherwise permissible business);

(K) manufacturing or industrial operation;

(L) processing or rendering plant;

(M) central laundry; dry cleaning plant, or Laundromat (except this prohibition shall not include any dry cleaning service only providing for pick-up and drop-off and not performing any cleaning on premises);

(N) thrift store, pawn shop, consignment shop, liquidation outlet, flea market, or similar establishment;

(O) betting or other gaming establishment, facility or operation, including, but not limited to, off-track or sports betting parlor, table games such as black-jack or poker, slot machines, video poker/blackjack/keno machines or similar devices (this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities so long as such governmental and/or charitable activities are incidental (i.e., less than ten percent (10%) of gross sales) to a permitted business operation being conducted in the Master Unit); or

(P) auditorium, meeting hall, church, or other house of worship (except this prohibition shall not include conference rooms only incidental to an otherwise permitted operation).

(iii) Creative Office Retail Windows. In addition, the Owner of the Creative Office Retail Master Unit shall: (A) cover the windows of all unoccupied tenant spaces with decorative material, pictures, advertising displays, directional signs, mirrors, and/or other similar types of products or materials designed to give such areas an attractive appearance; and (B) prohibit the use of bars on windows of any portion of the Creative Office Retail Master Unit during hours of operation.

(b) Use of the Office Master Unit.

(i) General. All portions of the Office Master Unit shall be used only for such Class A office purposes comparable with other Class A buildings in Midtown Nashville (and ground floor and other attendant upscale retail and other uses reasonably ancillary to such Class A office use) that are lawful and permitted by applicable zoning ordinances. Notwithstanding the foregoing, no activity shall be conducted on any portion of the Office Master Unit that constitutes a public or private nuisance or hazardous offensive use or threatens the life-safety of other Owners or Occupants of the Master Condominium. Permitted uses of the Office Master Unit shall not be deemed a nuisance and shall not cause the Owner, Occupant, or their respective Permittees of the Office Master Unit to be deemed in violation of any provision of this Master Declaration or any other Sub-declaration or governing rules and regulations of a Sub-association created from a Master Unit. Any proposed use of any part of the Office Master Unit that is not permitted by this Subparagraph 14(b)(i) or by Subparagraph 14(b)(iii) shall be submitted for the review, consideration and approval or disapproval of all Owners, and the approval of all Owners shall be required for any such use (which approval of an Owner shall be deemed granted if such Owner does not respond to a written request for approval or disapproval within thirty (30) days of the receipt of such request and such Owner subsequently fails to respond to a second written request for approval or disapproval within seven (7) days of the receipt of such request, which second request shall be delivered after the initial thirty (30) day period.

(ii) Prohibited Uses. In express limitation of the foregoing, except as otherwise specifically provided in this Subparagraph 14(b) or unanimously approved by all Owners (which approval of an Owner shall be deemed granted if such Owner does not respond to a written request for approval or disapproval within thirty (30) days of the receipt of such request and such Owner subsequently fails to respond to a second written request for approval or disapproval within seven (7) days of the receipt of such request, which second request

shall be delivered after the initial thirty (30) day period), no part of the Office Master Unit may be used for any of the following purposes;

(A) residential uses; living quarters, sleeping apartments, hotel, motel, hostel or lodging rooms;

(B) tattoo or piercing shop;

(C) establishment where obscene, pornographic or "adult" materials or paraphernalia, including, but not limited to, movies, videotapes, DVDs, devices, novelties, books, magazines, or other related items are sold or displayed, but excluding sales of mass market movies, videotapes, DVDs, books, magazines, and other products commonly sold in general interest bookstores, grocery stores, convenience stores, and drug stores, and which are incidental to other permitted retail sales;

(D) facility that hosts nude, semi-nude or other erotic performances;

(E) "head shops" or other facilities used for the sale, display or advertisement of any paraphernalia used in the preparation or consumption of controlled substances;

(F) pool hall, video game room, amusement gallery, shooting gallery, carnival, or amusement arcade;

(G) automotive supplies and parts shop, automotive repair shop, gas station;

(H) automobile and/or service station or car wash, or any automobile, truck, van, trailer, mobile home or recreational vehicle sales, leasing, display or repair facility, including without limitation any tire, battery and accessory facility, provided, the foregoing shall not be deemed to prohibit ancillary uses such as electrical plug-in or other non-hazardous recharging systems, oil and other fluid changes and checks, car washes or car detailing services providing services to vehicles otherwise using the Parking Master Unit to park a vehicle;

(I) mortuary, funeral home or store selling caskets;

(J) warehouse operation (not including storage incidental to the operation of any Otherwise permissible business);

(K) manufacturing or industrial operation;

(L) processing or rendering plant;

(M) central laundry, dry cleaning plant, or laundromat (except this prohibition shall not include any dry cleaning service only providing for pick-up and drop-off and not performing any cleaning on premises);

(N) thrift store, pawn shop, consignment shop, liquidation outlet, flea market, or similar establishment;

(O) betting or other gaming establishment, facility or operation, including, but not limited to, off-track or sports betting parlor, table games such as black-jack or poker, slot machines, video poker/blackjack/keno machines or similar devices (this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities so long as such governmental and/or charitable activities are incidental (i.e., less than ten percent (10%) of gross sales) to a permitted business operation being conducted in the Master Unit); or

(P) auditorium, meeting hall, church, or other house of worship (except this prohibition shall not include conference rooms only incidental to an otherwise permitted operation).

(iii) Windows. The Owner, of the Office Master Unit shall: (A) cover the windows of all unoccupied tenant spaces located on the ground floor with decorative material, pictures, advertising displays, directional signs, mirrors, and/or other similar types of products or materials designed to give such areas an attractive appearance; and (B) prohibit the use of bars on windows of any portion of the Office Master Unit during hours of operation.

(c) Use of the Residential Master Unit.

(i) General. All portions of the Residential Master Unit shall be used only for such upscale residential uses (which may be for-sale, for-lease, or any combination of the foregoing, from time to time) that are lawful and permitted by applicable zoning ordinances. The maximum number of Occupants residing in each residence shall be limited to two (2) people per bedroom, or such greater number as shall be necessary to comply with provisions of the Fair Housing Amendments Act of 1988 or any other applicable law. Notwithstanding the foregoing, no activity shall be conducted on any portion of the Residential Master Unit that constitutes a public or private nuisance or hazardous or offensive use or threatens the life-safety of other owners or Occupants of the Master Condominium. Permitted uses of the Residential Master Unit shall not be deemed a nuisance and shall not cause the Owner, Occupant, or their respective Permitees of the Residential Master Unit to be deemed in violation of any provision of this Master Declaration or any other Sub-declaration or governing rules and regulations of a Sub-association created from a Master Unit. Any proposed use of any part of the Residential Master Unit that is not permitted by this Subparagraph 14(c)(i) shall be submitted for the review, consideration and approval or disapproval of all Owners, and the approval of all Owners shall be required for any such use.

(ii) Prohibited Uses. In express limitation of the foregoing, except as otherwise specifically provided in this Subparagraph 14(c) or unanimously approved by all Owners, no part of the Residential Master Unit may be used as a hotel, motel, hostel, lodge, air bnb, vacation rental, or other transient lodging and no part of the Residential Master Unit shall be leased for an Initial term of less than one (1) year, except such lease term limitation shall not apply to any lease that involves providing ancillary services or goods to the Occupants of the Residential Master Unit and does not involve overnight accommodations by a natural person.

(iii) Balconies of a Residential Condominium Unit. A balcony attached to and serving a Residential Condominium Unit shall be used only for the purposes intended and shall not be used for hanging garments, towels, flags, signs, or other objects, or for cleaning rugs or other household items. Attaching flags (except as permitted by Subparagraph 13(c)(iii)), flagpoles, banners, other items (including, but not limited to, holiday decorations) to balcony railings is prohibited. Astroturf is prohibited on balconies. Balconies shall be kept in a clean and neat condition at all times. No pets are allowed to urinate or defecate on any balcony.

The board of directors of the Sub-association of the Residential Master Unit (hereinafter referred to as the "Residential Board of Directors") may enact reasonable rules (which may include limitations on the hours of use) governing the use of television and stereos, telephones, cooking facilities, and other things on balconies. All furniture, furnishings, umbrellas, and other materials to be kept on a balcony shall be specified by the Residential Board of Directors. The enclosure of a balcony is prohibited.

Furthermore, notwithstanding anything to the contrary stated herein, it shall be the sole responsibility of the Owner or Occupant of a Residential Condominium Unit to remove all permitted objects from a balcony during periods of high winds to prevent permitted objects from being blown from a balcony and to refrain from engaging in any activity on a balcony that may cause any object to fall or be ejected from a balcony.

(d) Use of the Hotel Master Unit.

(i) General. All portions of the Hotel Master Unit shall be used only for such luxury hotel purposes and other uses reasonably ancillary to such hotel use, such as a restaurant and bar, conference facilities, game room, ballroom facilities, in-house laundry services, in-house retail on the levels 1 and 3 of the Building (such as a sundries shop or grab-n-go café), temporary structures and equipment on the pre-function patio (such as tents, bars, dance floors, and furniture) and fitness facilities, including spa treatment rooms, subject to the requirements of Subparagraph 14(d)(ii) below, that are lawful and permitted by applicable zoning ordinances. Notwithstanding the foregoing, no activity shall be conducted on any portion of the Hotel Master Unit that constitutes a public or private nuisance or hazardous or offensive use or threatens the life-safety of other Owners or Occupants of the Master Condominium. Permitted uses of the Hotel Master Unit shall not be deemed a nuisance and shall not cause the Owner, Occupant, or their respective Permittees of the Hotel Master Unit to be deemed in violation of any provision of this Master Declaration or any other Sub-declaration or governing rules and regulations of a Sub-association created from a Master Unit. Any proposed use of any part of the Hotel Master Unit that is not permitted by this Subparagraph 14(d)(i) shall be submitted for the review, consideration and approval or disapproval of all Owners, and the approval of all Owners shall be required for any such use (which approval of an Owner shall be deemed granted if such Owner does not respond to a written request for approval or disapproval within thirty (30) days of the receipt of such request and such Owner subsequently fails to respond to a second written request for approval or disapproval within seven (7) days of the receipt of such request, which second request shall be delivered after the initial thirty (30) day period).

(ii) Prohibited Uses. In express limitation of the foregoing, except as otherwise specifically provided in this Subparagraph 14(d) or unanimously approved by all Owners (which approval of an Owner shall be deemed granted if such Owner does not respond to a written request for approval or disapproval within thirty (30) days of the receipt of such request and such Owner subsequently fails to respond to a second written request for approval or disapproval within seven (7) days of the receipt of such request, which second request shall be delivered after the initial thirty (30) day period), no part of the Hotel Master Unit may be used for any of the following purposes:

(A) tattoo or piercing shop;

(B) establishment where obscene, pornographic or "adult" materials or paraphernalia, including, but not limited to, movies, videotapes, DVDs, devices, novelties, books, magazines, or other related items are sold or displayed, except the foregoing shall not be deemed to prohibit (1) a hotel operator from making available sexually explicit, pornographic, or "adult" programming transmitted through televisions or similar media devices in individual hotel rooms as part of a general interest selection of programming, or (2) sales of mass market movies, videotapes, DVDs, books, magazines, and other products commonly sold in general interest book stores, grocery stores, convenience stores, and drug stores, and which are incidental to other permitted retail sales;

(C) facility that hosts nude, semi-nude or other erotic performances;

(D) "head shops" or other facilities used for the sale, display or advertisement of any paraphernalia used in the preparation or consumption of controlled substances;

(E) pool hall, video game room, amusement gallery, shooting gallery, carnival, or amusement arcade (except any pool hall, video game room, or amusement arcade reasonably ancillary to the operation of the Hotel Master Unit for upscale hotel purposes);

(F) automotive supplies and parts shop, automotive repair shop, gas station;

(G) automobile and/or service station or car wash, or any automobile, truck, van, trailer, mobile home or recreational vehicle sales, leasing, display or repair facility, including without limitation, any tire, battery and accessory facility, provided, the foregoing shall not be deemed to prohibit ancillary uses such as electrical plug-in or other non-hazardous recharging systems, oil and other fluid changes and checks, car washes or car detailing services providing services to vehicles otherwise using the Parking Master Unit to park a vehicle);

(H) mortuary, funeral home or store selling caskets;

(I) warehouse operation (not including storage incidental to the operation of any otherwise permissible business);

(J) manufacturing or industrial operation;

(K) processing or rendering plant;

(L) central laundry, dry cleaning plant or Laundromat (except the following shall not be prohibited by this Subparagraph: dry cleaning service that is reasonably ancillary to the operation of the Hotel Master Unit for upscale hotel purposes and only provides for pick-up and drop-off and does not perform any cleaning on premises; central laundry that is reasonably ancillary to the operation of the Hotel Master Unit for upscale hotel purposes; and Laundromat that is reasonably ancillary to the operation of the Hotel Master Unit for upscale hotel purposes);

(M) thrift store, pawn shop, consignment shop, liquidation outlet, flea market, or similar establishment;

(N) betting or other gaming establishment, facility or operation, including, but not limited to, off-track or sports betting parlor, table games such as black-jack or poker, slot machines, video poker/blackjack/keno machines or similar devices (this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities so long as such governmental and/or charitable activities are incidental (i.e., less than ten percent (10%) of gross sales) to a permitted business operation being conducted in the Master Unit); or

(O) church, or other house of worship.

(iii) Windows. The Owner of the Hotel Master Unit shall: (A) cover the windows of all unoccupied tenant spaces located on the ground floor with decorative material, pictures, advertising displays, directional signs, mirrors, and/or other similar types of products or materials designed to give such areas an attractive appearance; and (B) prohibit the use of bars on windows of any portion of the Hotel Master Unit during hours of operation.

(iv) Ongoing Hotel Operating Covenant. Any person, entity, hotel, or management or operating company that becomes the Owner of the Hotel Master Unit (individually and collectively, "New Owner"), agrees that the following shall apply:

(A) The New Owner must open the Hotel within sixty (60) days of the date the New Owner acquires the Hotel Master Unit, and must continuously operate the Hotel for so long as New Owner shall own the Hotel Master Unit.

(B) In the event of any casualty during the period of time that New Owner owns the Hotel Master Unit that renders the operation of the Hotel not reasonably practical under the circumstances for more than thirty (30) consecutive days, the Hotel may close for such period as is reasonably necessary until the damage from the casualty is repaired (provided the performance of the repairs is carried out in a reasonably diligent manner) to the extent necessary to recommence operation as a Hotel.

(C) Except as set forth in (B), the Hotel Master Unit, regardless of the New Owner, shall at all times be continuously operated as a luxury hotel as defined by STR.

(D) The requirements set forth above in this subparagraph (iv) shall not apply in the event of a taking by condemnation or by eminent domain of the Hotel Master Unit, or portion thereof that renders the operation of a hotel not reasonably practical under the circumstances.

(v) Limits on Sub-condominium. The Parking Master Unit may only be submitted to a Sub-declaration so long as the Sub-units created pursuant to such Sub-declaration are used primarily for a parking deck and other uses reasonably ancillary to such parking use, as permitted in Subparagraph 14(d)(1) above, or other uses unanimously approved by all Owners which approval of an Owner shall be deemed granted if such Owner does not respond to a written request for approval or disapproval within thirty (30) days of the receipt of such request and such Owner subsequently fails to respond to a second written request for approval or disapproval within seven (7) days of the receipt of such request, which second request shall be delivered after the initial thirty (30) day period)

(e) Prohibition of Damage, Nuisance and Noise. All Owners, Occupants and Permittees acknowledge that the Property contains a variety of land uses. While such uses are intended to be a convenience to all Owners, Occupants and Permittees and to foster a sense of community and vibrancy, it is acknowledged that the close proximity of such uses and the urban setting in which the Property is located may, at times, result in greater amounts of noise, light, vibrations, sounds and smells than would exist in other types of communities. Therefore, it is agreed that neither the permitted use of a Master Unit, in and of itself, nor the customary and foreseeable results of such a use (i.e., food odors and noise from a restaurant) shall be deemed a nuisance.

Without the prior written unanimous consent of the Board of Directors, nothing shall be done or kept by any individual on the Property, or any portion thereof (other than those activities or things reasonably expected to be associated with a permitted use) which would increase the rate of insurance on the Property or any Master Unit or part thereof, that would be in violation of any statute, rule, ordinance, regulation or permit of any governmental body, or increase the Common Expenses.

Furthermore, except to the extent permitted above in this Subparagraph and except for activities permitted in Subparagraph 14(k)(iv) below or the prior written unanimous consent of the Board of Directors: (i) noxious, destructive or offensive activity shall not be carried on within any portion of the Property; (ii) no Owner or Occupant of a Master Unit may use or allow the use of the Master Unit or any portion of the Property at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or Occupants, or in such a way as to constitute, in the reasonable discretion of the Board of Directors, a public or private nuisance; and (iii) no Owner or Occupant of a Master Unit may use or allow the use of a Master Unit or the Common Elements in any manner which creates disturbing noises, including, without limitation, the use of stereo speakers or equipment that will in the reasonable discretion of the Board of Directors materially interfere with the rights, comfort or convenience of other Owners or Occupants.

Except as provided for above in this Subparagraph, no Owner, Occupant or agent of such Owner or Occupant shall conduct any business which, in the reasonable opinion of the Board of Directors or its designee, would jeopardize the soundness or safety of the Property or any structure created thereon, reduce the value thereof, or impair any easement or other interest in real property thereto, without obtaining, in every such case, the unanimous, prior written consent of all Owners and their respective Mortgagees.

No damage to or waste of the Common Elements, or any portion thereof, shall be permitted by any Owner or Occupant. Each Owner shall indemnify, defend, and hold harmless the Master Association and the other Owners from and against all claims, demands, suits, costs, expenses and liabilities resulting from any such damage or waste caused by such Owner or Occupant of a Master Unit.

(f) Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Property and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements, temporarily or otherwise, except in trash chutes, trash compactors, or trash facilities designated by the Master Association. Rubbish, trash, and garbage shall be disposed of in sealed bags and either placed in the trash chutes, trash compactors, or other designated trash facilities designed for collection or removed from the Property.

(g) Ventilation of Cooking Apparatus. Cooking exhaust from cooking apparatus located within the Creative Office Retail Master Unit must be altered through a commercially designed exhaust system and vented through vents that exit through (i) the exterior walls of the Creative Office Retail Master Unit, or (ii) roof of the Building. Cooking exhaust from cooking apparatus located within the Hotel Master Unit must be filtered through a commercially designed exhaust system and vented through vents that exit through the exterior walls of the Hotel Master Unit. Cooking exhaust from cooking apparatus located within the Office Master Unit (which cooking apparatus shall only be permitted in the portions of the Office Master Unit located on levels L1 of the Building) must be filtered through a commercially designed exhaust system and vented through vents that exit through (i) the exterior walls of the Office Master Unit, or (ii) roof of the Building. The ventilation requirements set out herein shall apply to all Master Units including the Residential Master Unit and its Sub-Units.

(h) Pest Control. Each Owner of a Master Unit shall have regular extermination of insects, pests, and vermin performed in the Master Unit and its exclusively assigned Limited Common Elements.

(i) Use of Limited Common Elements. Except as otherwise provided herein, the use of a Limited Common Element assigned to a Master Unit is restricted exclusively to the Owner of the Master Unit to which such Limited Common Element is assigned and said Owner's Permittees. The Limited Common Elements are reserved for exclusive use, but shall not be construed or interpreted to be separate and apart from the Common Elements in general, except as expressly stated otherwise.

(j) Use of the Parking Master Unit.

(i) General. All portions of the Parking Master Unit shall be used only for a parking deck, subject to the requirements of Subparagraph 14(j)(ii) below, that are lawful and permitted by applicable zoning ordinances. Notwithstanding the foregoing, no activity

shall be conducted on any portion of the Parking Master Unit that constitutes a public or private nuisance or hazardous or offensive use or threatens the life-safety of other Owners or Occupants of the Master Condominium. Permitted uses of the Parking Master Unit shall not be deemed a nuisance and shall not cause the Owner, Occupant, or their respective Permittees of the Hotel Master Unit to be deemed in violation of any provision of this Master Declaration or any other Sub-declaration or governing rules and regulations of a Sub-association created from a Master Unit. Any proposed use of any part of the Parking Master Unit that is not permitted by this Subparagraph 14(d)(i) shall be submitted for the review, consideration and approval or disapproval of all Owners, and the approval of all Owners shall be required for any such use (which approval of an Owner shall be deemed granted if such Owner does not respond to a written request for approval or disapproval within thirty (30) days of the receipt of such request and such Owner subsequently fails to respond to a second written request for approval or disapproval within seven (7) days of the receipt of such request, which second request shall be delivered after the initial thirty (30) day period).

(ii) Prohibited Uses. In express limitation of the foregoing, except as otherwise specifically provided in this Subparagraph 14(j) or unanimously approved by all Owners (which approval of an Owner shall be deemed granted if such Owner does not respond to a written request for approval or disapproval within thirty (30) days of the receipt of such request and such Owner subsequently fails to respond to a second written request for approval or disapproval within seven (7) days of the receipt of such request, which second request shall be delivered after the initial thirty (30) day period), no part of the Parking Master Unit may be used for any of the following purposes:

(A) tattoo or piercing shop;

(B) establishment where obscene, pornographic or "adult" materials or paraphernalia, including, but not limited to, movies, videotapes, DVDs, devices, novelties, books, magazines, or other related items are sold or displayed, except the foregoing shall not be deemed to prohibit (1) a hotel operator from making available sexually explicit, pornographic, or "adult" programming transmitted through televisions or similar media devices in individual hotel rooms as part of a general interest selection of programming, or (2) sales of mass market movies, videotapes, DVDs, books, magazines, and other products commonly sold in general interest book stores, grocery stores, convenience stores, and drug stores, and which are incidental to other permitted retail sales;

(C) facility that hosts nude, semi-nude or other erotic performances;

(D) "head shops" or other facilities used for the sale, display or advertisement of any paraphernalia used in the preparation or consumption of controlled substances;

(E) pool hall, video game room, amusement gallery, shooting gallery, carnival, or amusement arcade (except any pool hall, video game room, or amusement arcade reasonably ancillary to the operation of the Hotel Master Unit for upscale hotel purposes);

(F) automotive supplies and parts shop, automotive repair shop, gas station;

(G) automobile and/or service station or car wash, or any automobile, truck, van, trailer, mobile home or recreational vehicle sales, leasing, display or repair facility, including without limitation, any tire, battery and accessory facility, provided, the foregoing shall not be deemed to prohibit ancillary uses such as electrical plug-in or other non-hazardous recharging systems, oil and other fluid changes and checks, car washes or car detailing services providing services to vehicles otherwise using the Parking Master Unit to park a vehicle);

(H) mortuary, funeral home or store selling caskets;

(I) warehouse operation (not including storage incidental to the operation of any otherwise permissible business);

(J) manufacturing or industrial operation;

(K) processing or rendering plant;

(L) central laundry, dry cleaning plant or Laundromat (except the following shall not be prohibited by this Subparagraph: dry cleaning service that is reasonably ancillary to the operation of the Hotel Master Unit for upscale hotel purposes and only provides for pick-up and drop-off and does not perform any cleaning on premises; central laundry that is reasonably ancillary to the operation of the Hotel Master Unit for upscale hotel purposes; and Laundromat that is reasonably ancillary to the operation of the Hotel Master Unit for upscale hotel purposes);

(M) thrift store, pawn shop, consignment shop, liquidation outlet, flea market, or similar establishment;

(N) betting or other gaming establishment, facility or operation, including, but not limited to, off-track or sports betting parlor, table games such as black-jack or poker, slot machines, video poker/blackjack/keno machines or similar devices (this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities so long as such governmental and/or charitable activities are incidental (i.e., less than ten percent (10%) of gross sales) to a permitted business operation being conducted in the Master Unit); or

(O) church, or other house of worship.

(iii) Management of the Parking Master Unit. The Owner of the Parking Master Unit shall maintain and manage the Parking Master Unit, subject to the following below, and shall have the right to adopt such rules and regulations as it deems appropriate to manage and maintain the Parking Master Unit.

(iv) Speed Limit. The speed limit in the Parking Master Unit shall be no greater than ten (10) miles per hour, and the speed limit shall be conspicuously posted on the interior walls of the Parking Master Unit. The Owner of the Parking Master Unit shall have the right

(but not the obligation) to install speed bumps on the driveways. The Master Association and Owners shall have no responsibility for any damage to any vehicle caused by the placement of such speed bumps,

(v) Lighting. The lighting features that serve the Parking Master Unit shall be properly maintained by the Owner of the Parking Master Unit to ensure that the illumination of their respective levels of the Parking Master Unit complies with all codes land ordinances of any municipal or governmental authority having jurisdiction over the Property.

(vi) Access Control. The Owner of the Parking Master Unit shall regulate and control access to, over, across and through the Parking Master Unit and the Owner of the Parking Master Unit shall have the right (but not the obligation) to require Persons desiring to enter or exit the Parking Master Unit to: (A) post an identifying decal at a particular location on their vehicles; (B) show identification to an attendant; and/or (C) enter a code or swipe card or depress an automatic gate opener to raise a gate, mechanical arm, or other device which controls or restricts access to, over, across and through the Parking Master Unit. The Owner of the Parking Master Unit shall also have the right (but not the obligation) to install limited access control gates, mechanical, arms, or other devices and equipment intended to limit access to the Parking Master Unit, or portions thereof.

(vii) Office Parking.

(A) Office Exclusive Reserved Contract Parking. The Office Exclusive Reserved Contract Parking Area shall only be used by the Owner of the Office Master Unit and its designated Permittees. No other Person may use the Office Exclusive Reserved Contract Parking Area without the advance written consent of the Owner of the Office Master Unit. The Owner of the Office Master Unit shall, in its sole and absolute discretion, have the right to charge a fee to any Permittee using a parking space located in the Office Exclusive Reserved Contract Parking Area. The Owner of the Office Master Unit shall have the right to retain all income generated from such fees and neither the Master Association nor any other Owner shall have the right to charge a fee for access and use of the Office Exclusive Reserved Contract Parking Area. After hours, the Office Exclusive Reserved Contract Parking Area may be used for valet parking overflow, if available.

(B) Office Non-Reserved Contract Parking. In addition to the vehicles authorized by the Owner of the Office Master Unit to park in the Office Exclusive Reserved Contract Parking Area, the Owner of the Office Master Unit shall be entitled to designate from time to time access rights to its Permittees (through the use of credential verification devices) up to a maximum of 1750 devices for entry/exit in the Parking Master Unit (excluding the spaces reserved in subparagraph (A) above) on a first-come first-served basis, provided, however, such Permittees shall; (1) during Business Parking Hours, only park in the Office Non-Reserved Parking Area; and (2) during periods other than Business Parking Hours, only park in the Office Non-Reserved Parking Area and the Retail Non-Reserved Parking Area. The Owner of the Office Master Unit shall have the right to charge a fee to any Permittee that it grants such access rights. The Owner of the Office Master Unit shall, in its sole and absolute discretion, have the right to retain all income generated from such fees and

neither the Master Association nor any other Owner shall have the right to charge a fee for access and use of the parking spaces as contemplated in this subparagraph (B). Any parking pursuant to this subparagraph (B) shall not be deemed Shared Revenue Parking.

(C) Office List. The Owner of the Office Master Unit shall provide to and maintain with the Master Association a current list of all of the Owners and Permittees of the Office Master Unit and others having a right to park in the Parking Master Unit as contemplated in subparagraphs (A) and (B) above (hereinafter sometimes referred to as the "Office List"). The Office List shall contain all relevant information including contact information and vehicle license plate. The Owner of the Office Master Unit shall indemnify, defend and hold harmless the Master Association from and against any and all loss, damage, liability, cost or expense arising out of or relating to any inaccuracies on the Office List or in the event that the Office List is not kept current by the Owner of the Office Master Unit. The Master Association shall have the right to charge the Owner of the Office Master Unit with the actual costs, if any, of the decals, swipe cards, identification cards, automatic gate openers and similar equipment kept in a vehicle or by any Person on the Office List to obtain access, to, over, across and through the Parking Master Unit.

(D) Office Visitor Parking. Subject to the rights the Owner of the Office Master Unit grants to its Permittees in subparagraph (B) above, any other designated Permittee of the Office Master Unit shall have the right to park in the designated visitor spaces or Office Non-Reserved Parking Area during Business Parking Hours on a first-come, first-serve basis, subject to such additional restrictions and regulations as the Owner of the Office Master Unit may impose from time to time. The use of the Office Non-Reserved Parking Area during all times pursuant to this subparagraph (D) shall be Shared Revenue Parking as provided in subparagraph (ix) below, provided, however, only the Permittees of the Owner of the Office Master Unit shall be permitted to use such spaces during Business Parking Hours. At the written request and at the expense of the Owner of the Office Master Unit, the Master Association shall designate certain spaces identified by the Owner of the Office Master Unit within the Office Non-Reserved Parking Area as "Visitor Parking Only during Business Parking Hours" or such similar designation as requested by the Owner of the Office Master Unit.

(viii) Creative Office Retail Parking.

(A) Retail Exclusive Reserved Contract Parking.

(1) Creative Office Retail Master Unit. The Retail Exclusive Reserved Contract Parking Area shall only be used by the Owner of the Creative Office Retail Master Unit, the Office Master Unit and their designated Permittees. No other Person may use the Retail Exclusive Reserved Contract Parking Area without the advance written consent of the Owner of the Creative Office Retail Master Unit and the Owner of the Office Master Unit. The Owner of the Creative Office Retail Master Unit and the Office Master Unit shall be entitled to designate from time to time access

rights to its Permittees (through the use of credential verification devices) up to a maximum of 120 devices for entry/exit in the Parking Master Unit. The Owner of the Creative Office Retail Master Unit and the Office Master Unit shall, in their sole and absolute discretion, have the right to charge a fee to any Permittee using a parking space located in the Retail Exclusive Reserved Contract Parking Area and the Master Office Exclusive Reserved Contract Parking Area. The Owner of the Creative Office Retail Master Unit shall have the right to retain all income generated from such fees as they might apply and neither the Master Association nor any other Owner shall have the right to charge a fee for access and use of the Retail Exclusive Reserved Contract Parking Area and the Master Office Exclusive Reserved Contract Parking Area.

(B) Retail Non-Reserved Contract Parking.

(1) Creative Office Retail Master Unit. In addition to the vehicles authorized by the Owner of the Creative Office Retail Master Unit to park in the Retail Exclusive Reserved Contract Parking Area, the Owner of the Creative Office Retail Master Unit shall be entitled to designate from time to time access rights to its Permittees to (through the use of credential verification devices) up to a maximum of 500 devices for entry/exit in the Parking Master Unit (excluding the spaces reserved in subparagraph (A) above) on a first-come first-served basis, provided, however, such Permittees shall: (1) during Business Parking Hours, only park in the Retail Non-Reserved Parking Area; and (2) during periods other than Business Parking Hours, only park in the Office Non-Reserved Parking Area and the Retail Non-Reserved Parking Area. The Owner of the Creative Office Retail Master Unit, shall have the right to charge a fee to any Permittee that it grants such access rights. The Owner of the Creative Office Retail Master Unit shall, in its sole and absolute discretion, have the right to retain all income generated from such fees and neither the Master Association nor any other Owner shall have, the right to charge a fee for access and use of the parking spaces as contemplated in this subparagraph (B)(1).

(2) Office Master Unit. In addition to the vehicles authorized by the Owner of the Office Master Unit to park in the Office Retail Exclusive Reserved Contract Parking Area, the Owner of the Office Master Unit shall be entitled to designate from time to time access rights to its Permittees to (through the use of credential verification devices) up to a maximum of 1,750 devices for entry/exit in the Parking Master Unit (excluding the spaces reserved in subparagraph (A) above) on a first-come first-served basis, provided, however, such Permittees shall: (1) during Business Parking Hours, park only in the Retail Non-Reserved Parking Area; and (2) during periods other than Business Parking Hours, park only in the Office Non-Reserved Parking Area and the Retail Non-Reserved Parking Area. The Owner of the Office Master Unit shall have the right to charge a fee to any Permittee that it grants such access rights. The Owner of the Office Master Unit shall, in its sole and absolute discretion, have the right to retain all income generated from

such fees and neither the Master Association nor any other Owner shall have the right to charge a fee for access and use of the parking spaces as contemplated in this subparagraph (B)(2).

(C) Retail List.

(1) The Owner of the Creative Office Retail Master Unit shall provide to and maintain with the Master Association a current list of all of the Owners and Permittees of the Creative Office Retail Master Unit and others having a right to park in the Parking Master Unit as contemplated in subparagraphs (A) and (B) above (hereinafter sometimes referred to as the "Retail List"). The Master Association shall have the right to rely on the Retail List, and the changes thereto, to control access to, over, across and through the Parking Master Unit. The Owner of the Creative Office Retail Master Unit shall indemnify, defend and hold harmless the Master Association from and against any and all loss, damage, liability, cost or expense arising out of or relating to any inaccuracies on the Retail List or in the event that the Retail List is not kept current by the Owner of the Creative Office Retail Master Unit. The Master Association shall have the right to charge the Owner of the Creative Office Retail Master Unit with the actual costs, if any, of the decals, swipe cards, identification cards, automatic gate openers and similar equipment kept in a vehicle or by any Person on the Retail List to obtain access, to, over, across and through the Parking Master Unit. The Creative Office Retail List shall contain all relevant information including contact information and vehicle license plate.

(2) The Owner of the Office Master Unit shall provide to and maintain with the Master Association a current list of all of the Owners and Permittees of the Office Master Unit and others having a right to park in the Parking Master Unit as contemplated in subparagraphs (A) and (B) above (hereinafter sometimes referred to as the "Office Retail List"). The Master Association shall have the right to rely on the Office Retail List, and the changes thereto, to control access to, over, across and through the Parking Master Unit. The Owner of the Office Master Unit shall indemnify, defend, and hold harmless the Master Association from and against any and all loss, damage, liability, cost or expense arising out of or relating to any inaccuracies on the Office Retail List or in the event that the Office Retail List is not kept current by the Owner of the Office Master Unit. The Master Association shall have the right to charge the Owner of the Office Master Unit with the actual costs, if any, of the decals, swipe cards, identification cards, automatic gate openers and similar equipment kept in a vehicle or by any Person on the Office Retail List to obtain access, to, over, across and through the Parking Master Unit.

(D) Creative Office Retail Visitor Parking. Subject to the rights the Owner of the Creative Office Retail Master Unit and the Owner of the Office Master Unit grant to their Permittees in subparagraph (B) above, any other Permittee of the Creative Office Retail Master Unit and any Permittee of any Occupant of a portion of

the Office Master Unit located on level L01 of the Building shall have the right to park in the Retail Non-Reserved Parking Area during Business Parking Hours on a first-come, first-serve basis, subject to such additional restrictions and regulations as the Owner of the Creative Office Retail Master Unit and the Owner of the Office Master Unit mutually agree upon and may impose from time to time. The use of the Retail Non-Reserved Parking Area during all times pursuant to this subparagraph (D) shall be Shared Revenue Parking as provided in subparagraph (ix) below, provided, however, only Permittees of the Owner of the Creative Office Retail Master Unit and Permittees of any Occupant of a portion of the Office Master Unit located on level L01 of the Building shall be permitted to use such spaces during Business Parking Hours. At the written request and at the expense of the Owners of the Creative Office Retail Master Unit and Office Master Unit (with 33% of the cost being assessed to the Owner of the Office Master Unit and 67% of the cost being assessed to the Owner of the Creative Office Retail Master Unit), the Master Association may designate certain spaces identified by the Owner of the Creative Office Retail Master Unit within the Retail Non-Reserved Parking Area as "Visitor Parking Only during Business Parking Hours" or such similar designation as requested by the Owner of the Creative Office Retail Master Unit.

(E) Validated Retail Parking.

(1) Notwithstanding anything to the contrary herein, the Owner of the Creative Office Retail Master Unit shall have the right to grant up to one (1) hour of parking at no charge to any customer of an Occupant of the Creative Office Retail Master Unit to park in the following areas: Retail Non-Reserved Parking Area during any time period, and the Office Non-Reserved Parking Area during non-Business Parking Hours.

(2) Notwithstanding anything to the contrary herein, the Owner of the Office Master Unit shall have the right to grant up to one (1) hour of parking at no charge to any customer of an Occupant of the Office Master Unit located on level L01 of the Building to park in the following areas: Retail Non-Reserved Parking Area during any time period, and the Office Non-Reserved Parking Area during non-Business Parking Hours.

(3) Intentionally Omitted.

(4) The Master Association shall cooperate with the Owners to establish a validation system to grant such parking credits. Any Permittee parking in excess of the time permitted herein shall be charged a fee by the Master Association as otherwise contemplated in subparagraph (xiv) below.

(ix) Hotel Parking.

(A) The Hotel Exclusive Parking Area shall only be used by the Owner of the Hotel Master Unit and its designated Permittees. No other Person may use the Hotel Exclusive Parking Area without the advance written consent of the Owner of the Hotel Master Unit. The Owner of the Hotel Master Unit shall, in its sole and

absolute discretion, have the right to charge a fee to any Permittee using a parking space located in the Hotel Exclusive Parking Area. The Owner of the Hotel Master Unit shall have the right to retain all income generated from such fees and neither the Master Association nor any other Owner shall have the right to charge a fee for access and use of the Hotel Exclusive Reserved Parking Area.

(B) In addition to the vehicles authorized by the Owner of the Hotel Master Unit to park in the Hotel Exclusive Parking Area, the Owner of the Hotel Master Unit shall be entitled to utilize the Overflow Parking Area as set forth in subparagraph (xiv) below.

(C) The Master Association shall have the right to charge the Owner of the Hotel Master Unit with the actual costs, if any, of the decals, swipe cards, identification cards, automatic gate openers and similar equipment kept in a vehicle or by any designated Permittee to obtain access to, over, across and through the Parking Master Unit for the purposes of accessing the Hotel Exclusive Parking Area or Overflow Parking Area.

(D) The Owner of the Hotel Master Unit, or its designated Occupant, shall have the right to select a valet parking service provider of its choice to provide valet parking services for vehicles parking in the Hotel Exclusive Parking Area or Overflow Parking Area.

(x) Overflow Parking Area. Parking in the Overflow Parking Area shall be available on a non-exclusive, first-come, first-served, basis on the same basis as other portions of the Office Non-Reserved Parking Area as provided elsewhere in this Master Declaration, provided, however, the Owner of the Hotel Master Unit shall be authorized to utilize a valet parking operator retained by the Owner of the Hotel Master Unit to park vehicles of Permittees of the Hotel Master Unit at all times (through the use of credential verification devices) up to a maximum of 165 devices for entry/exit in the parking spaces located in the Overflow Parking Area on a non-exclusive, first-come, first-served basis. The Hotel Master Unit Owner shall utilize the Hotel Exclusive Parking Area as its primary parking facility and shall only park a vehicle in the Overflow Parking Area in the event there are no available parking spaces in the Hotel Exclusive Parking Area at the time the vehicle is initially parked in the Overflow Parking Area or the Owner of the Hotel Master Unit reasonably anticipates there will be no available parking spaces in the Hotel Exclusive Parking Area during the period the vehicle will be parked in the Overflow Parking Area. The Owner of the Hotel Master Unit shall be entitled to retain all revenue from such valet parking service and shall not be obligated to pay any fee to any other Owner or the Master Association for accessing and using the Overflow Parking Area as contemplated herein,

(xi) Shared Revenue Parking. Subject to any rules and regulations promulgated by the Board of Directors, the following parking spaces shall be available on a first-come, first-served basis (except for any of such parking spaces the Master Association elects to designate for valet parking operations; provided, the Master Association shall be obligated to designate up to 275 valet parking spaces within the Office Non-Reserved Parking Area (excluding the Overflow Parking Area) and Retail Non-Reserved Parking Area if requested by the Owner of the Creative Office Retail Master Unit or the Owner of the Office Master Unit) to any

Person desiring to use such parking spaces: (A) the Office Non-Reserved Parking Area at all times except during Business Parking Hours; and (B) the Retail Non-Reserved Parking Area at all times except during Business Parking Hours (collectively "Shared Revenue Parking"). Furthermore, during Business Parking Hours, the following shall also be considered Shared Revenue Parking; (C) Permittees of the Office Master Unit utilizing the Office Non-Reserved Parking Area as provided in subparagraph (vii)(B) above; and (D) Permittees of the Creative Office Retail Master Unit and Office Master Unit utilizing the Retail Non-Reserved Parking Area as provided in subparagraph (viii)(B) above. Notwithstanding anything to the contrary herein, the parking spaces in the Overflow area utilized by the Owner of the Hotel Master Unit as contemplated in subparagraph (ix) above shall not be deemed Shared Revenue Parking. The Master Association shall establish a uniform fee schedule (subject to periodic adjustments) for the use of Shared Revenue Parking, which schedule may include discounts for leases and frequent users. All revenue generated by the Master Association related to the fees charged for the use of the Shared Revenue Parking shall be dispensed to Office Master Unit Owner and Creative Office Unit Owner.

(xii) Towing and Booting. If any vehicle is parked on any portion of the Parking Master Unit in violation of this subparagraph or in violation of the Master Association's rules and regulations ("Parking Violation"), the Board or agent of the Master Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the Person that will do the towing or booting and the name and telephone number of a Person to contact regarding the alleged violation. If twenty four (24) hours after such notice is placed on the vehicle, the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Master Association may have the vehicle towed or booted in accordance with the notice, without further notice to the owner or user of the vehicle. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another parking space, is obstructing the flow of traffic, is parked in a parking space that has been assigned as exclusively serving another Master Unit, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Master Association may have the vehicle towed or booted immediately. If a vehicle is towed or booted in accordance with this subparagraph, neither the Master Association nor any officer or agent of the Master Association shall be liable to any Person for any claim of damage as a result of the towing or booting activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

(xiii) Violations. If a Permittee of a Master Unit commits a Parking Violation, the Board of Directors shall be permitted to fine the Owner of such Master Unit and the violating Permittee as provided in Subparagraph 17(e) below.

(xiv) Easements. All rights of parking, access, ingress and egress in and to the Parking Master Unit granted to an Owner in Subparagraph 14(j) over a portion of the Property not constituting a Limited Common Element assigned to such Owner's Master Unit constitutes the grant of a non-exclusive perpetual easement appurtenant to such Owner's Master Unit for the use of such Owner and its Permittees (such use of the easement property granted hereby being subject to the terms of this Master Declaration and not subject to

modification or termination at any time without the prior written consent of the Owner benefiting from the easement granted hereby).

(xv) No Other Uses. In addition to the foregoing restrictions, the Parking Master Unit shall not be used for any other uses other than a Parking Master Unit (i.e., craft shows, flea markets, antique sales).

(xvi) Further Use Restrictions. In addition to the foregoing restrictions, the following shall apply to the Parking Master Unit:

(A) No signs (except directional signage) shall be installed in the Parking Master Unit; and

(B) Only one vehicle can use a parking space; no parking space can be shared with other types of vehicles (such as bikes, motorcycles, trailers etc.).

(k) Construction Activities. Each Owner shall ensure that any labor, material delivery, utility, equipment or machinery installation or interruption, or any other construction activities conducted by or at the direction of such Owner in connection with such Owner's Master Unit and/or its assigned Limited Common Elements shall not unreasonably interfere with the ownership, development, use, occupancy, maintenance, and operation of other Master Units and their assigned Limited Common Elements and shall comply with the requirements in Paragraph 22 hereof.

(l) Vacant Storefronts. Any vacant space in the Creative Office Retail Master Unit, level L1 of the Office Master Unit, or level L1 of the Hotel Master Unit shall be maintained by the Owner of such Master Unit in a clean, safe and sightly condition. If the interior of any of such spaces is not in a sightly condition, the Owner of the applicable Master Unit shall install window coverings approved by the Architectural Review Committee so that such vacant space is not unsightly from the exterior of the Master Unit.

(m) Loading Dock. Each Master Unit Owner shall be responsible for managing the use of the loading docks assigned to or attached to their respective buildings, except those that are part of the Hotel Master Unit. The Master Association may designate certain docks (except those that are part of the Hotel Master Unit) primarily for the use of one (1) or more Master Units.

(n) Plaza. The Master Association shall maintain and manage the Plaza and shall have the right to adopt such rules and regulations as it deems appropriate to manage and maintain the Plaza.

(o) Enforcement. The provisions of this Paragraph 14 are intended to benefit the Owners and therefore only the Owners and the Master Association shall have the right to institute any legal action related to a violation of this Paragraph 14. Except as provided in the foregoing, no Person (including any Permittee or Sub-owner) shall be entitled to institute any legal action against anyone which is based on any alleged violation of this Paragraph 14, but rather all such actions shall be instituted by an Owner or the Master Association on behalf of the Owners.

15. MAINTENANCE RESPONSIBILITY.

(a) By the Owner. Except in the event of casualty or condemnation or as otherwise expressly provided in this Master Declaration, each Owner shall operate and fully maintain, repair and, when necessary, replace, at its cost and expense, all portions of such Owner's Master Unit, and all areas that Owner has agreed to operate, maintain, repair and replace elsewhere in this Master Declaration, so that the same are at all times in good order, condition and repair, consistent with property of similar stature to that of other Master Units and the Master Unit in the Nashville, Tennessee metropolitan area. The foregoing obligation by each Owner to operate, maintain, repair and, when necessary, replace, shall include, without limitation: (i) keeping all portions of the Master Unit and any Limited Common Element serving such Master Unit in a clean, unaltered, orderly, and sanitary condition; (ii) removing, to the extent practicable, snow, ice and surface waters; and (iii) keeping all marking and directional signs, if any, on the Master Unit clear, distinct and legible. Owner shall provide documentation evidencing maintenance (preventative maintenances reports, service tickets, etc.) is provided to Master Association at regular intervals. If the Master Association deems maintenance is insufficient, Master Association can conduct the maintenance at the cost of the respective unit.

(b) Without limiting the foregoing, but in supplementation thereof, unless otherwise provided herein, any and all decorative fascia, balconies, terraces, canopies, awnings, roof projections, signage, flags, banners and similar items that are located on a Master Unit shall be maintained, repaired and replaced at the sole cost of the Owner of such Master Unit. An Owner shall perform his or her responsibility in such manner so as not to unreasonably disturb the other Owners and Occupants. Notwithstanding anything to the contrary stated herein, the Owners shall be permitted to enter into an agreement separate from this Master Declaration to provide for the sharing of all or part of the responsibility and costs of operation, administration, and maintenance of the Owners' Master Units and Limited Common Elements assigned to such Master Units.

(c) By the Master Association. The Master Association shall operate and fully maintain, repair and, when necessary, replace, the Area of Common Responsibility, which includes the following:

(i) all Common Elements, including all Limited Common Elements (except as expressly provided otherwise herein), provided, however, the costs of such Limited Common Elements shall be assessed against the Owner(s) of the Master Unit(s) to which such Limited Common Elements are assigned as provided in Subparagraph 8(b) hereof;

(ii) all Building Systems (subject to the limitations more specifically set forth in Subparagraph (c) below);

(iii) all Life-safety Systems (subject to the limitations more specifically set forth in Subparagraph (d) below);

(iv) the Parking Master Unit, provided, however, the costs shall be assessed against all Owners as provided in Subparagraph 8(b) and Exhibit "C" hereof;

(v) balconies and patios assigned as Limited Common Elements as provided in Subparagraph (g) below;

(vi) except as provided in Subparagraph 15(f) below and except for the portions of the exterior facade constituting part of the Hotel Master, Office Master Unit, and Creative Office Retail Master Unit as provided in Subparagraph 4(b)(1)(C) above, the exterior façade of the Building, including any Limited Common Element space assigned in accordance with Paragraph 6 hereof, provided, however, the costs of such Limited Common Elements shall be assessed against the Owners of the Master Units to which such Common Elements are assigned as provided in Subparagraph 8(b) hereof; and

(vii) all areas, items and services described in Exhibit "C".

(viii) for the avoidance of doubt, all items related to the Plaza, Fountain, etc.

The costs associated with the maintenance of areas described above shall be assessed against all Master Units in accordance with the percentage of undivided Interest in the Common Elements appurtenant to each Master Unit as set forth in Exhibit "B" or, as applicable, shall be specially assessed against the Master Units in accordance with the percentage share attributable to each Master Unit as set forth in Exhibit "C".

Subject to the maintenance responsibilities herein provided, and except as provided to the contrary herein, including without limitation, the provisions provided to the contrary of Subparagraph 17(c) below dealing with self-help, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant that is the responsibility of the Master Association hereunder shall be performed at the sole expense of such Owner or Occupant and the Owner and Occupant shall not be entitled to reimbursement from the Master Association even if the Master Association accepts the maintenance or repair.

The Master Association shall not be liable for injury or damage to 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 any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Master Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner or Occupant of a Master Unit has put the Master Association on written notice of a specific leak or flow from any portion of the Common Elements and the Master Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter.

The Master Association shall not be liable to any Owner of any Master Unit or such Owner's Occupant or Permittee for loss or damage, by theft or otherwise, of any property, which may be stored in or upon any of the Common Elements or any Master Unit. The Master Association shall not be liable to any Owner or any Owner's Occupant or Permittee, for any damage or injury caused in whole or in part by the Master Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Master Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Master Association to take some action or perform some function required to be taken or performed by the Master Association under this Master Declaration or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Master Association or from any action taken by the Master Association to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority.

(d) Building Systems. As to the Building Systems (excluding Life-safety Systems, which are covered under Subparagraph (d) below), to the extent portions thereof service solely an individual Master Unit and are thereby part of such Master Unit, the Owner of Master Unit being so served shall be solely responsible for maintaining, repairing and replacing those portions of such Building Systems at its expense. To the extent portions thereof service more than one (1) Master Unit and are located within the boundaries of a Master Unit, such Building Systems shall be maintained, repaired and replaced by the Owner of the Master Unit in which such Building Systems are located, provided that the expense of the same shall be equitably shared by the Owners' served by such Building Systems as agreed upon in good faith. In a separate written agreement among such Owners: To the extent portions of the Building Systems service more than one (1) Master Unit or the Common Elements and such portions of the Building Systems are located within the Common Elements, such Building Systems shall be maintained, repaired and replaced by the Master Association, provided that the expense of the same shall be assessed against all Master Units in proportion to each Master Unit's percentage share attributable to each Master Unit as set forth in Exhibit "B", except the costs of the portions of the Building Systems located in the Parking Master Unit shall be specially assessed against all Master Units (except the Residential Master Unit) in proportion to the allocations for Parking Master Unit expenses set forth in Exhibit "C". Notwithstanding anything to the contrary stated herein, Declarant or the Master Association may, at its sole expense and without need for a membership vote or consent of any affected Owner, relocate any portion of the Building Systems serving a particular Master Unit or Master Units, provided that after such relocation, the Building Systems serving the Master Unit or Master Units functions at least as well and at no greater cost to the Owner, as existed prior to the relocation,

(e) Life-safety Systems. As to the life-safety Systems, to the extent portions thereof service solely an individual Master Unit, the Owner of Master Unit being so served shall be solely responsible for maintaining, repairing and replacing those portions of such facilities at its expense. To the extent portions of the Life-safety Systems service more than one (1) Master Unit and are located within the boundaries, of a Master Unit, such facilities shall be maintained, repaired and replaced by the Owner of the Master Unit in which the facilities are located, provided that the expense of the same shall be equitably shared by the Owners served by such facilities as agreed upon in good faith in a separate written agreement among such Owners. To the extent portions of the Life-safety Systems service more than one (1) Master Unit or the Common Elements and such portions of the Life-safety Systems are located within the Common Elements, such facilities shall be maintained, repaired and replaced by the Master Association, provided that the expense of the same shall be assessed against all Master Units in proportion to each Master Unit's percentage share attributable to each Master Unit as set forth in Exhibit "B", except the costs of the portions of the Life-Safety System located in the Parking Master Unit shall be specially assessed against all Master Units (except the Residential Master Unit) in proportion to the allocations for Parking Master Unit expenses set forth in Exhibit "C". Notwithstanding anything to the contrary herein, each Owner, at its cost and without reimbursement from the other Owners, shall be responsible for the maintenance, repair and replacement of: (i) sprinkler heads located in its Master Unit, as well as all branch and feed lines that exclusively support such heads, wherever located; provided, however, that such portion of such branch and feed lines located within party walls, levels and ceilings, if any, shall be maintained, repaired and replaced by the Owners of the adjoining Master Units; and (ii) all fire control devices (such as smoke detectors and call boxes) located in its Master Unit. The Master Association shall, as frequently as reasonably appropriate for similar facilities (but in no event less frequently than annually) and at its cost (but subject to reimbursement as a Common Expense), engage a firm to thoroughly test the Life-safety Systems and issue reports respecting same, copies

of which shall be promptly furnished to all Owners. The Owners agree to cooperate and communicate with each other in respect of the testing, reconfiguration, disengagement (while repairs or reconfiguration are on-going) and alarms of the Life-safety Systems, with a view toward minimizing interruption and disruption to the Occupants of the Building, and maximizing the prompt dissemination of information regarding emergency situations. Notwithstanding anything to the contrary stated herein, Declarant or the Master Association may, at its sole expense and without need for a membership vote or consent of any affected Owner, relocate any portion of the Life-safety Systems serving a particular Master Unit or Master Units, provided that after such relocation, the Life-safety Systems serving the Master Unit or Master Units functions at least as well and at no greater cost to the Owner as existed prior to the relocation. The Master Association shall, as frequently as reasonably appropriate for similar facilities (but in no event less frequently than annually) and at its cost (but subject to reimbursement as a Common Expense), engage a firm to thoroughly test the Life-safety Systems and issue reports respecting same, copies of which shall be promptly furnished to all Owners. This provision relates only to the fire/life safety systems that are considered Common Elements. The Master Association is not responsible for annual inspections of the interior of the hotel or residential condominiums.

(f) Relocation of Property Monitoring and Access Systems. Notwithstanding anything to the contrary stated herein, Declarant or the Master Association may, at its sole expense and without need for a membership vote or consent of any affected Owner, relocate any portion of the Property Monitoring and Access Systems serving a particular Master Unit or Master Units, provided that after such relocation, the Property Monitoring and Access Systems serving the Master Unit or Master Units functions at least as well and at no greater cost to the Owner as existed prior to the relocation.

(g) Exterior Glass Surfaces and Doors. The Master Association shall be responsible for the maintenance, repair and replacement of all exterior glass surfaces and glass doors (together with all components thereof, including without limitation, glass or other transparent materials, hardware, locks, gilders, frames, door or window casings and weather stripping thereof), subject to the following limitations and exceptions:

(i) Each Owner shall be solely responsible for the maintenance, repair and replacement of the mechanical components (including all hardware, locks, gliders, and frames) of any exterior fixed or sliding glass doors. The Owner shall also be solely responsible for periodic washing and cleaning of the interior and exterior surfaces of such doors.

(ii) Each Owner shall be responsible for the interior cleaning (excluding interior caulking and sealing of the window wall system) of the glass surfaces facing such Owner's Master Unit.

(iii) The Master Association shall be responsible for the periodic cleaning of the exterior glass surfaces (except those bounded by a terrace or balcony which shall be maintained by the Owner of the Master Unit to which the applicable terrace or balcony exclusively serves and except as provided in subsections (v), (vi), and (vii) below).

(iv) The cost of maintenance and repair of any Limited Common Element glass surface or door may be assessed against the Owner to whom the Limited Common Element is assigned pursuant to Subparagraph 8(b) hereof.

(v) The Owner of the Creative Office Retail Master Unit shall be solely responsible for the maintenance, cleaning, repair and replacement of all exterior glass surfaces and glass doors of the Creative Office Retail Master Unit.

(vi) The Owner of the Hotel Master Unit shall be solely responsible for the maintenance, cleaning, repair and replacement of all exterior glass surfaces and any glass door of the hotel entry on the ground floor of the Hotel Master Unit located on the south side of level L01 of the Building.

(vii) The Owner of the Office Master Unit shall be solely responsible for the maintenance, cleaning, repair and replacement of all exterior glass surfaces and any glass door of the hotel entry on the ground floor of the Office Master Unit located on the north and west sides of level L01 of the Building.

(h) Balconies and Patios. Each Owner whose Master Unit is assigned any balcony or patio as a Limited Common Element shall be responsible at such Owner's sole cost and expense, for the following maintenance, repair and replacement of: (i) the day-to-day cleaning and care of the surfaces of the wall railings, floor, and ceiling bounding said Limited Common Elements, if any; (ii) the approved pavers, tiles or other hard-surface floor covering of the balconies and patios, provided that the Master Association reserves the right, but not the obligation, to maintain, repair and replace (other than the day to day cleaning) the approved pavers, tiles or other hard-surface floor covering of the balconies and patios and charge such costs to the Owners as provided in Subparagraph 8(b) hereof); and (iii) wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs, outlet(s) end fixture(s) located thereon, if any. The Master Association shall be responsible for the maintenance, repair and replacement of the Building's structure, including the support columns, concrete slabs, handrails, and structural elements of the balconies and patios, the cost of which shall be assessed to the Owner to whom the Limited Common Element is assigned as provided in Subparagraph 8(b) hereof.

(i) Pre-Function Patio Floor and Water Proofing Membrane. The area constituting the floor of the pre-function terrace area of the Hotel Master Unit on level 2 of the Building also constitutes the roof of a portion of the Creative Office Retail Master Unit located below. Accordingly, both Master Association and the Owner of the Hotel Master Unit share certain interests and obligations with respect to said area and agree to maintain such area subject to the following:

(i) Except as provided otherwise in Subparagraph (ii) below, the Owner of the Hotel Master Unit shall maintain, repair and, when necessary, replace, all portions above the waterproofing membrane.

(ii) The Master Association shall maintain, repair and, when necessary, replace the waterproofing membrane and all portions below such membrane, including the membrane, in accordance with the easements reserved in Subparagraph 21(i) hereof, the Master Association shall have the right of access over and across such portions of the Hotel Master Unit as shall be reasonably necessary to perform its maintenance obligations hereunder. In order to perform its maintenance, repair and replacement obligations hereunder, the Master Association may need to penetrate or remove certain surface improvements located on portions of the Hotel Master Unit located above the membrane (including, but not limited to, pavers, tiling, and other flooring surfaces) and the Master

Association shall have the right to do so, subject to the following: (A) the Master Association shall make reasonable efforts to limit any damage to the Hotel Master Unit and shall only penetrate or remove improvements to the extent reasonably necessary to accommodate its maintenance, repair, or replacement obligations; (B) the Master Association shall promptly restore any portions of the improvements on the Hotel Master Unit that are damaged in the course of the foregoing; (C) the Master Association shall be responsible for one hundred percent (100%) of the costs for maintaining, repairing, and replacing the waterproofing membrane and those areas located below such membrane, unless any damage is caused by the Hotel Master Unit or its Permittees (excluding damage arising from normal wear and tear) in which case the Owner of the Hotel Master Unit shall be responsible for reimbursing the Master Association one hundred percent (100%) of the costs of repairing or replacing such damage, which amount shall be due and payable thirty (30) days after the Owner of the Hotel Master Unit receives a written request for such payment setting forth the expenses in reasonable detail.

(iii) Reserved

(j) Failure to Maintain. Notwithstanding the foregoing obligations to maintain, repair and replace, if any Owner or those claiming by, through or under it, abuses, misuses or fails to operate, maintain, repair or replace in the manner provided in this Master Declaration any item for which it is responsible hereunder or otherwise creates a situation in any portion of the Property with respect to which nonexclusive, easements and licenses have been granted by this Master Declaration such that said areas require maintenance, repair or replacement in excess of what would be required by normal use of said areas for their intended purposes, the Owner causing the excess use shall be responsible for the excess costs of operating, maintaining, repairing and replacing said areas. Each Owner shall maintain and promptly upon request, from time to time, make available to any other Owners complete maintenance records for its Master Unit with respect to which easement rights exist under this Master Declaration. As to any items (such as exterior painting) that require coordination or cooperation as to timing, materials, payment or the like, the parties shall be reasonable in so cooperating and coordinating.

(k) MOLD DISCLOSURE AND WAIVER. MOLD, MILDEW, FUNGI AND MICROBIOLOGICAL ORGANISMS (COLLECTIVELY, "MOLD"), ARE PRESENT IN SOIL, AIR AND ELSEWHERE IN THE ENVIRONMENT. MOLD CAN PROLIFERATE IN VARIOUS ENVIRONMENTS, INCLUDING, AMONG OTHERS, DAMP AREAS SUCH AS BATHROOMS AND WITHIN WALLS AND PARTITIONS. CONCERNS HAVE BEEN EXPRESSED ABOUT THE POSSIBLE ADVERSE EFFECTS ON HUMAN HEALTH FROM EXPOSURE TO MOLD. ACCORDING TO THE CONSUMER PRODUCT SAFETY COMMISSION AND THE AMERICAN LUNG ASSOCIATION, SOME DISEASES OR ILLNESSES HAVE BEEN LINKED WITH BIOLOGICAL POLLUTANTS IN THE INDOOR ENVIRONMENT, INCLUDING SOME FORMS OF MOLD. HOWEVER, IT IS BELIEVED THAT MANY OF THESE CONDITIONS MAY ALSO HAVE CAUSES UNRELATED TO THE INDOOR ENVIRONMENT. THEREFORE, AS OF THE DATE OF THIS MASTER DECLARATION, IT IS UNKNOWN HOW MANY POTENTIAL HEALTH PROBLEMS RELATE PRIMARILY OR EXCLUSIVELY TO INDOOR AIR QUALITY OR MOLD. DECLARANT AND THE MASTER ASSOCIATION ARE NOT QUALIFIED AND HAVE NOT UNDERTAKEN TO EVALUATE ALL ASPECTS OF THIS VERY COMPLEX ISSUE. DECLARANT AND THE MASTER ASSOCIATION HAVE NOT PERFORMED ANY TESTING OR EVALUATION OF, AND MAKE NO

REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PAST, CURRENT OR FUTURE PRESENCE OR ABSENCE OF MOLD IN ANY OF THE MASTER UNITS, THE LIMITED COMMON ELEMENTS APPURTENANT TO THE MASTER UNITS, ANY UNFINISHED PERIMETER WALLS LOCATED WITHIN A MASTER UNIT OR ANY OTHER MASTER COMMON ELEMENTS, OR WITHIN THE VICINITY OF THE PROPERTY. DECLARANT AND THE MASTER ASSOCIATION RECOMMEND THAT EACH OWNER, AT THE OWNER'S EXPENSE, CONDUCT ITS OWN INVESTIGATION AND CONSULT WITH SUCH EXPERTS AS THE OWNER DEEMS APPROPRIATE [REGARDING THE OCCURRENCE AND EFFECTS OF MOLD, AND THE POTENTIAL SENSITIVITY] OR SPECIAL RISK THAT THE OWNER AND HIS, HER OR ITS OCCUPANTS, WHO WILL OCCUPY OR USE THE MASTER UNIT, MAY BE SUBJECT TO WHEN EXCESSIVE MOISTURE OR WATER ACCUMULATES INDOORS. MOLD GROWTH CAN AND WILL OCCUR, PARTICULARLY IF THE MOISTURE PROBLEM REMAINS UNADDRESSED. THERE IS NO PRACTICAL WAY TO ELIMINATE ALL MOLD IN AN INDOOR ENVIRONMENT. THE KEY TO CONTROLLING INDOOR MOLD GROWTH IS TO CONTROL MOISTURE. EACH OWNER SHALL MAINTAIN THEIR RESPECTIVE MASTER UNITS IN SUCH A MANNER AS TO REDUCE THE POTENTIAL FOR INCREASED MOLD FORMATION OR GROWTH, INCLUDING, WITHOUT LIMITATION, KEEPING VENTS AND/OR FANS CLEAR AND FUNCTIONING AND PREVENTING AND REPAIRING PLUMBING, WINDOW AND OTHER LEAKS AND SOURCES OF MOISTURE. EACH OWNER SHALL CONDUCT PERIODIC INSPECTIONS OF THEIR RESPECTIVE MASTER UNITS, ANY LIMITED COMMON ELEMENTS APPURTENANT TO THEIR MASTER UNITS, AND ANY OTHER PORTION OF THE PROPERTY FOR WHICH THE OWNER IS RESPONSIBLE TO MAINTAIN, FOR THE PRESENCE OF MOLD OR CONDITIONS WHICH MAY INCREASE THE ABILITY OF MOLD TO PROPAGATE WITHIN THE MASTER UNIT OR OTHER PORTIONS OF THE PROPERTY. FURTHERMORE, EACH OWNER SHALL MONITOR THEIR RESPECTIVE MASTER UNITS, ANY LIMITED COMMON ELEMENTS APPURTENANT TO THEIR MASTER UNITS, AND ANY OTHER PORTION OF THE PROPERTY FOR WHICH THE OWNER IS RESPONSIBLE TO MAINTAIN, ON A CONTINUAL BASIS FOR EXCESSIVE MOISTURE, WATER OR MOLD ACCUMULATION. IF WATER OR MOISTURE IS DISCOVERED IN OR AROUND SUCH AREAS, THE OWNER SHALL IMMEDIATELY SEEK TO ELIMINATE THE SOURCE OF THE WATER OR MOISTURE. FAILURE TO ELIMINATE THE SOURCE OF MOISTURE CAN RESULT IN ADDITIONAL DAMAGE AND THE GROWTH OF MOLD, AND DECLARANT SHALL NOT BE RESPONSIBLE FOR SUCH DAMAGES. EACH OWNER, BY TAKING TITLE TO A MASTER UNIT, HEREBY WAIVES ALL RIGHTS TO DAMAGES AND SUBROGATION OF DAMAGES RESULTING FROM MOLD IN THE MASTER UNIT. EACH OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DECLARANT AND THE MASTER ASSOCIATION FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, COSTS, EXPENSES AND LIABILITIES, INCLUDING ALL CASES OF PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY THE PRESENCE OF MOLD AND/OR WATER OR MOISTURE IN THEIR RESPECTIVE MASTER UNITS, ANY LIMITED COMMON ELEMENTS APPURTENANT TO THEIR MASTER UNITS, AND ANY OTHER PORTION OF THE PROPERTY FOR WHICH THE OWNER IS RESPONSIBLE TO MAINTAIN, TO THE EXTENT THAT THE DAMAGES ARE CAUSED BY: (I) THE OWNER'S NEGLIGENCE OR FAILURE TO PROPERLY MAINTAIN AND MONITOR SUCH AREAS; OR (II) THE OWNER'S FAILURE TO PROMPTLY TAKE APPROPRIATE CORRECTIVE MEASURES

AND MINIMIZE ANY DAMAGE CAUSED BY WATER OR MOISTURE (INCLUDING, WITHOUT LIMITATION, FAILURE TO PROMPTLY NOTIFY AND ENGAGE THE HELP OF APPROPRIATE PROFESSIONALS OR EXPERTS).

(l) Inspection Obligations.

(i) Contract for Services. In addition to the Master Association's general maintenance obligations set forth in this Master Declaration, the Master Association shall, at all times, contract with (subject to the limitations otherwise set forth in this Master Declaration) or otherwise retain the services of Independent, qualified, licensed individuals or entities to provide the Master Association with inspection services relative to the maintenance, repair and physical condition of the Master Condominium.

(ii) Maintenance Manual. Declarant shall provide the Master Association with operation manuals, maintenance criteria, maintenance manuals, and warranty requirements for the Building (collectively, the "Maintenance Manual").

(iii) Notice to Declarant. For a period of ten (10) years after the conveyance of the last Master Unit in the Master Condominium, or any portion thereof, to an Owner other than Declarant, the Master Association shall, if requested by Declarant, deliver to Declarant ten (10) days advance written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and shall provide Declarant (or its designee) with a copy of all written reports prepared by the Inspectors.

(iv) Declarant Control Period. The provisions of this Subparagraph 15(l) shall not apply during the Declarant Control Period.

16. MORTGAGEE RIGHTS

(a) Unless at least two-thirds (2/3) of the first Mortgagees and two-thirds (2/3) of Owners give their consent, the Master Association or the membership shall not:

(i) By act or omission seek to abandon or terminate the Master Condominium;

(ii) Change the pro rata interest or obligations of any individual Master Unit for the purpose of (A) levying assessments or charges, or allocating distributions of hazard insurance proceeds or condemnation awards; of (B) determining the pro rata share of ownership of each Master Unit in the Common Elements;

(iii) Partition or subdivide any Master Unit in any manner inconsistent with the provisions of this Master Declaration;

(iv) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or

(v) Use hazard insurance proceeds for losses to any portion of the Property (whether to the Master Units or to Common Elements), for other than the repair, replacement or reconstruction of such portion of the improvements on the Property.

(b) Where a Mortgagee obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Master Association chargeable to such Master Unit that became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Master Units, including such Mortgagee, its successors and assigns. Additionally, such Mortgagee shall be responsible for all assessments accruing subsequent to the passage of title, including, but not limited to all charges for the month in which title is passed.

(c) Upon delivery of written request to the Master Association, identifying the name and address of the Mortgagee and the Master Unit, a Mortgagee or insurer or guarantor of a Mortgage on a Master Unit, will be entitled to timely written notice of the following and shall have the right to cure violations of the following Subparagraphs:

(i) any condemnation, loss or any casually loss which affects a material portion of the Property or any Master Unit on which there is a Mortgage held by such Mortgagee;

(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Master Unit subject to a Mortgage held by such Mortgagee which remains unsatisfied for a period of sixty (60) days and any default in the performance by an individual Owner of any other obligation under the Master Condominium Instruments which is not cured within thirty (30) days;

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

(iv) any proposed action that would require the consent of a specified percentage of Mortgagees, as specified herein;

(v) any proposed amendment of the Master Condominium Instruments effecting a change in (A) the boundaries of any Master Unit or the exclusive easement rights appertaining thereto; (B) the interests in the Common Elements or Limited Common Elements appertaining to any Master Unit or the liability for Common Expenses appertaining thereto; (C) the number of votes in the Master Association appertaining to any Master Unit; or (D) the purposes to which any Master Unit or the Common Elements are restricted; and

(vi) any proposed termination of the Master Condominium.

(d) Upon delivery of written request to the Master Association, identifying the name and address of the Mortgagee and the Master Unit a Mortgagee shall be entitled to receive any and all written notices that are sent by the Master Association to the Owner of Master Unit to which the Mortgagee has a secured Interest.

(e) Upon the recordation of this Master Declaration in the Official Records, Bank OZK shall be the Initial Mortgagee of all the Master Units pursuant to the Master Mortgage. The Master Association shall deliver to Bank OZK all notices that a Mortgagee is entitled to received pursuant to Subparagraphs 16(c) and 16(d) above so long as Bank OZK has a secured interest in a Master Unit pursuant to the Master Mortgage at the following address: Bank OZK, 8300 Douglas Avenue, Suite 900, Dallas, Texas 75225, Attn: cliffton Hill, with a copy to Bank OZK, 6th and Commercial, P.O. Box 196, Ozark, Arkansas 72949 Attn: Regina Barker, with a copy to King & Spalding LLP,

1185 Avenue of the Americas, New York, New York 10036, Attn: Erik F. Andersen, Esq., or such other address as shall be designated in writing by Bank OZK, or its successors and assigns, to the Master Association. This provision (e) shall apply to any and all mortgagees succeeding the Initial Mortgagee.

(f) No Priority. No provision of this Master Declaration or the Master Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the Mortgagee of any Master Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

(g) Notice to Master Association. Upon request, each Owner shall be obligated to furnish to the secretary of the Master Association the name and address of any Mortgagee encumbering such Owner's Master Unit.

(h) Failure of Mortgagee to Respond. If a response from a Mortgagee is required under this Master Declaration, the Board shall deliver to such Mortgagee a written request for a response to any action by certified or registered mail, return receipt requested (the "Master Association's Initial Request"). If the Board does not receive from such Mortgagee a response within sixty (60) days after receipt of the Master Association's Initial Request, the Board shall deliver to such Mortgagee a final request for a response to any action by certified or registered mail, return receipt requested (the "Master Association's Final Request"), and such Mortgagee shall have twenty (20) days after receipt of the Master Association's Final Request to submit a response. Any Master Association's Final Request sent in accordance with the terms of this Section 16(h) must be in an envelope marked "PRIORITY" containing a bold-faced, conspicuous (in a font size that is not less than fourteen (14)) legend at the top of the first page thereof stating that "CONSENT SOUGHT - SECOND AND FINAL NOTICE: THIS IS A REQUEST FOR CONSENT UNDER THAT CERTAIN DECLARATION OF CONDOMINIUM FOR BROADWEST. IF YOU FAIL TO PROVIDE A RESPONSE (E.G., APPROVAL, DENIAL OR REQUEST FOR CLARIFICATION OR MORE INFORMATION) TO THIS REQUEST FOR APPROVAL IN WRITING WITHIN TWENTY (20) DAYS, YOUR APPROVAL SHALL BE DEEMED GIVEN". If any Mortgagee fails to respond (which shall include a request for clarification or more information) within the twenty (20) days' following receipt of a Master Association Final Request delivered in accordance with the terms hereof, such Mortgagee shall be deemed to have approved such request.

(i) Any mezzanine lender under a mezzanine loan secured in whole or part by the interests in an Owner of a Master Unit shall be deemed to be a "Mortgagee" hereunder and shall have all of the rights, remedies and protections of a Mortgagee under this Declaration, subject to the rights of any mortgage lender constituting a Mortgagee and the terms of the applicable mezzanine loan documents.

(j) Construction of this Paragraph. Nothing contained in this Paragraph shall be construed to reduce the percentage vote that must otherwise be obtained under the Master Condominium Instruments or Tennessee law for any of the actions set forth in this Paragraph.

17. DEFAULT AND REMEDIES.

(a) Remedies Cumulative. The remedies set forth in this Paragraph for breach of the provisions set forth in this Master Declaration shall be in addition to and not in substitution for any

other remedies available to any Owner for breach of this Master Declaration set forth in this Master Declaration or available at law, in equity or otherwise, all of which are intended to be cumulative.

(b) Authority and Enforcement. The Property shall be used only for those uses and purposes set out in this Master Declaration. Every Owner and Occupant shall comply with this Master Declaration, Master Bylaws and rules and regulations promulgated and adopted by the Master Association and any lack of compliance therewith shall entitle the Master Association and, in an appropriate case, one (1) or more aggrieved Owners to take action to enforce the terms of this Master Declaration, the Master Bylaws or rules and regulations promulgated and adopted by the Master Association.

(c) Self-Help Rights. Notwithstanding anything to the contrary herein contained, the Board or an aggrieved Owner may elect to enforce any provision of this Master Declaration, the Master Bylaws or the rules and regulations promulgated and adopted by the Master Association by self-help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both with the obligation to comply with the procedures set forth in this Subparagraph (c) and in Subparagraph 17(d) below. In any such suit at law or in equity, to the maximum extent permissible, if the other party prevails, the violating Owner shall pay all costs, including reasonable attorney's fees actually incurred.

If self-help is going to be undertaken, the Master Association, its duly authorized agent or the aggrieved Owner shall send the violating Owner (and Bank OZK or its successors or assigns at the address indicated in Subparagraph 16(e) above or such other address as indicated by Bank OZK or its successor or assign if the Owner's Master Unit is subject to the Master Mortgage) a written notice that describes the violation and the violating Owner's obligations under this Master Declaration its reasonable detail and request that the violating Owner thereafter diligently commence and continue the actions necessary to cure such violation within thirty (30) days of the date of receipt of the written notice ("Notice To Cure"); provided, however, that (1) in the case of an emergency involving either imminent danger of personal injury or imminent danger of material damage to property or the interruption of utility services or other critical services to any Master Unit, the cure period shall be three (3) business days after receipt of such Notice To Cure by the failing Owner, and (2) except in the case of such an emergency, if the nature of the failure is such that it is not subject to cure or remedy solely by the payment of money and if the failing Owner has commenced appropriate curative action prior to the expiration of the cure period and thereafter has diligently pursued the completion of such cure and is continuing to do so, then the cure period shall be extended for such additional period of time, but not more than sixty (60) days, as shall be required to cure such failure with appropriate, diligent and continuous action, if the violating Owner does not comply with such Notice to Cure, the Master Association, its duly authorized agent or the aggrieved Owner shall have the right, but not the obligation, to enter upon the violating Owner's Master Unit and perform such work as is necessary to cure such violation. Notwithstanding anything to the contrary herein, if the violating Owner's Master Unit is subject to the Master Mortgage and such violating Owner does not cure the violation within the above described time periods, the Master Association, its duly authorized agent or the aggrieved Owner shall not enter upon the violating Owner's Master Unit or perform such work as is necessary to cure such violation unless: an additional written notice is provided to Bank OZK or its successors or assigns at the address indicated in Subparagraph 16(e) above or such other address as indicated by Bank OZK or its successor or assign stating that the violating Owner failed to cure the violation within the applicable time period ("Master Mortgagee Notice To Cure"); and Bank OZK] (or its successor or assign) fail to cure such violation within thirty

(30) days of the date of receipt of the Master Mortgagee Notice To Cure, provided, however, that (1) in the case of an emergency involving either imminent danger of personal injury or imminent danger of material damage to property or the interruption of utility services or other critical services to any Master Unit, the cure period shall be three (3) business days after receipt of the Master Mortgagee Notice To Cure by Bank OZK (or its successor or assign), and (2) except in the case of such an emergency, if the nature of the failure is such that it is not subject to cure or remedy solely by the payment of money and if Bank OZK (or its successor or assign) has commenced appropriate curative action prior to the expiration of the cure period and thereafter has diligently pursued the completion of such cure and is continuing to do so, then the cure period shall be extended for such additional period of time, but not more than sixty (60) days after receipt of the Master Mortgagee Notice To Cure by Bank OZK (or its successor or assign), as shall be required to cure such failure with appropriate, diligent and continuous action.

(d) Conditions of Self-Help Rights. The right of the Master Association, its duly authorized agent or any other Owners to perform any work under the foregoing Subparagraph 17(c) shall be subject to the following conditions and requirements:

(i) A Notice to Cure shall be given to the violating Owner in accordance with Subparagraph 17(c) above;

(ii) Such work shall be performed in such a manner as not to cause any unnecessary interruption of or undue interference with the business of the violating Owner and/or its Occupants;

(iii) Such work shall comply with the applicable requirements of Paragraph 22 hereof;

(iv) Such work shall be diligently pursued to completion and, upon completion, the Master Association, its duly authorized agent or the other Owners shall, subject to the work described in Subparagraph 17(c) above, restore the relevant portion of the violating Owner's Master Unit as closely as is practicable to the condition that existed immediately before the commencement of such work;

(v) The Master Association or the other Owners, as applicable, shall indemnify, hold harmless, and defend the violating Owner from and against any and all expenses, liabilities, obligations, damages, penalties, claims, actions, costs and expenses, including reasonable attorneys' fees actually incurred, in connection with loss of life, bodily injury and/or damage to property caused by the Master Association or the other Owners (as applicable), its employees or agents in connection with the performance of such work, except to the extent the same was caused by the negligence or misconduct on the violating Owner, its employees, licensees or Invitees; and

(vi) If the Master Association or its duly authorized agent is performing this self-help work, the Master Association shall pay for all costs and expenses as and when it incurs them in connection with any such work performed, but shall be permitted to collect all such amounts from the violating Owner pursuant to Subparagraph 17(c) above, if another Owner is performing this self-help work, such performing Owner shall pay for all costs and expenses as and when it incurs them in connection with any work performed pursuant to this

Subparagraph 17(d), but shall be entitled to assert and file, pursuant to applicable law, a lien against the violating Owner's Master Unit in the amount of such costs and expenses, as and when paid.

(e) Fining Procedure.

(i) if an Owner commits a Violation, the Board of Directors shall be permitted to fine the Owner, if a fine is imposed on an Owner, notice of such violation and fine, in accordance with this Subparagraph 17(e) shall be sent to the applicable Owner and the Owner shall pay the fine upon notice from the Board of Directors. The fine shall be an assessment and a lien (until paid) against the Owner's Master Unit.

(ii) if a Permittee of a Master Unit commits a Violation, the Board of Directors shall be permitted to fine the Owner of such Master Unit and the violating Permittee. If a fine is imposed, notice of such violation and fine, in accordance with this Subparagraph 17(e) shall be sent to the applicable Owner and the violating Permittee, and the fine shall first be assessed by the Owner against such violating Permittee; provided, however, if the fine is not paid by the violating Permittee within the time period established by the Board of Directors, the Owner of the applicable Master Unit shall pay the fine upon notice from the Board of Directors. The fine shall be an assessment and a lien (until paid) against the applicable Master Unit.

(iii) The Board of Directors shall not impose a fine unless and until notice of the violation is given as provided in Subparagraph 17(e)(iv) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the right to request a hearing before the Board of Directors to challenge such fine under Subparagraph 17(e)(iv) below.

(iv) If there is a Violation, the Board of Directors shall serve written notice, sent certified mail, return receipt requested, to the recipient(s) of the fine as set forth in this Subparagraph, which notice shall state: the date and nature of the alleged violation; any information that would assist in the identification of the violating Permittee, if applicable; the proposed sanction to be imposed; a statement that the violating Owner and/or Permittee may challenge the fact of the occurrence of a violation, the proposed sanction, or both, by written challenge and written request for a hearing before the Board of Directors, such request must be received by the Board of Directors within ten (10) days of the date of the notice; and the name, address, and telephone number of a person to contact to challenge the proposed action, if a timely challenge is made and the violation is capable of being cured and is cured within ten (10) days of the date of the notice, the Board of Directors, in its discretion, may, but is not obligated to, waive any sanction or portion thereof. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violating Owner and Permittee.

(v) If the alleged violating Owner and/or Permittee timely challenges the proposed action, a hearing before the Board of Directors shall be held in executive session affording the violating Owner and/or Permittee a reasonable opportunity to be heard. The hearing shall be set at a reasonable time and date by the Board of Directors, and notice of the

time, date (which shall be not less than ten (10) days from the giving of notice without the consent of the violating Owner and/or Permittee), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violating Owner and/or Permittee. Proof of such notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Person who delivered such notice. The notice requirement shall be deemed satisfied if the violating Owner and/or Permittee (as applicable) appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. This Subparagraph 17(e)(v) shall be deemed complied with if a hearing is held and the violating Owner and/or Permittee (as applicable) attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.

(vi) The remedies set forth in this Subparagraph for a Violation shall be in addition to and not in substitution for any other remedies available to the Board of Directors by law, in equity or otherwise, all of which are intended to be cumulative. Moreover, the Board of Directors may in its discretion delegate its rights to enforce this Master Declaration or the Master Bylaws or any rule or regulation of the Master Association, and to pursue on behalf of the Board of Directors all remedies against any the Owner or Permittee for a Violation. The failure of the Board of Directors to enforce any of the provisions set forth in this Master Declaration, Master Bylaws and/or the rules and regulations adopted by the Board of Directors shall not be deemed a waiver of the right of the Board of Director to do so thereafter.

18. COMPLIANCE WITH LAWS AND ZONING

(a) Compliance with Laws. Each Owner shall each be responsible for complying with all laws, statutes, codes, rules, orders, decrees, ordinances, regulations and requirements now or hereafter enacted or promulgated by the United States of America, State of Tennessee, County of Davidson, City of Nashville and any other governmental entity or agency now or hereafter having jurisdiction over the Property or the Owners.

(b) Environmental.

(i) No Owner, lessee, tenant or other Occupant of a Master Unit or any portion thereof, including without limitation, any Owner exercising rights to use portions of a Master Unit other than the Master Unit owner by such Owner, shall handle, store, deposit, use, process, manufacture, dispose of or release or allow any of its agents, employees, contractors or invitees to handle, store, deposit, use, process, manufacture, dispose of or release any Hazardous Substance of any kind from, on, in, under or in the air above any portion of such Master Unit, including, but not limited to, any surface waters or groundwater located thereon or into public sanitary sewer systems serving the Master Unit without complying with all Environmental Laws (hereinafter defined in this Subparagraph), including, but not limited to performing pre-treatment, obtaining permits and giving notices as required by Environmental Laws. Notwithstanding the above, this prohibition shall not apply to the presence, use, or storage on the Property of reasonable quantities of Hazardous Substances that are generally recognized to be appropriate for the permitted uses of the respective Master Units and to

maintenance of the Property (including, but not limited to, Hazardous Substances in consumer products).

(ii) Each Owner and Occupant of a Master Unit, including, without limitation, any Owner exercising rights to use portions of a Master Unit other than the Master Unit owned by such Owner, shall be responsible for and shall pay all costs and expenses related to the disposal or release by such Owner, lessee, tenant, Occupant or other user of such Master Unit of any Hazardous Substances, sewage or wastes of any kind in, on, under or in the air above such Master Unit, which costs and expenses shall include, but not be limited to, closure, removal, remediation, cleanup, containment and other response costs, injuries to persons, damages to property, legal expenses and Interest paid to any governmental entity.

(iii) No Owner, lessee, tenant, or other Occupant of a Master Unit or any portion thereof, including without limitation, any Owner exercising rights to use portions of a Master Unit other than the Master Unit owned by such Owner, shall handle, store, deposit, use, process, manufacture, dispose of or release or allow any of its agents, employees, contractors or invitees to handle, store, deposit, use, process, manufacture, dispose of or release any explosives, or any flammable, odorous, noxious, corrosive, or pollutant materials or any other goods that would cause danger or nuisance to a Master Unit or any portion of the Building. Furthermore, areas located within a Master Unit or the Building shall not be used for any purposes unlawful or contrary to any ordinance, regulation, fire code, or health code.

(iv) The provisions of this Subparagraph do not affect the rights, liabilities or obligations of any Person under Environmental Laws or other applicable laws, except as may otherwise be expressly provided herein.

(c) Owner's Indemnity. Each Owner and the Master Association (hereinafter referred to in this Subparagraph as the "Indemnifying Owner") covenants and agrees, at its sole cost and expense, to indemnify, hold harmless, and defend the other Owners and the Master Association (hereinafter referred to in this Subparagraph as the "Indemnitee") from and against any and all claims, demands, suits, costs, expenses and liabilities, by or on behalf of any Person, other than the Indemnitee, to the extent arising from the Indemnifying Owner's use, possession or management of the Indemnifying Owner's Master Unit or activities therein or to the extent arising out of the Indemnifying Owner's use, exercise or enjoyment of the easements and licenses granted hereunder and from and against all costs, reasonable attorney's fees actually incurred, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom, in case any action or proceeding is brought against the Indemnitee by reason of any such claim, Indemnifying Owner, upon notice from Indemnitee, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to Indemnitee. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to Indemnitee.

(d) Density Allocation and Zoning Compliance.

(i) Except to change a permitted zoning, non-conformity to a zoning conformity, no Owner shall: (A) alter, modify or limit the maximum density allowed for another Master Unit or the permitted land uses of the Property; (B) use the Property for any use other than those permitted under the zoning classification for the property in effect at the time of the recording of this Master Declaration, (C) seek a special use permit; or (D) make any

alterations or allow any use of its respective Master Unit or take or fail to take any action that would violate the provisions of the City of Nashville Zoning Ordinance (hereinafter collectively referred to as "Zoning Change"). In the event any Owner desires to seek a Zoning Change, such Owner must receive the prior written consent of Owners holding one hundred percent (100%) of the Master Association vote. Such consent by the other Owners shall be deemed proper authorization for the Owner seeking the Zoning Change to act on behalf and as the limited lawful agent of the other Owners to seek and obtain said Zoning Change, whereupon the other Owner shall do all things as may be reasonably requested to obtain approval of the Zoning Change, at no cost or expense to the Owner(s) not seeking the change. The aforementioned authorization to act as the limited lawful agent shall be limited to the purposes expressly contemplated herein and any attempt to use the authorization in violation of this Master Declaration shall be deemed null and void.

(ii) In order to ensure that the building density of the improvements currently or to be located on the Property does not exceed the maximum density requirements of this zoning classification, the maximum floor area ratio (hereinafter referred to as "FAR") shall be allocated as follows:

(A) Initial Allocations. The Owner of each Master Unit shall not build on its Master Unit a total floor area exceeding the amount necessary to complete the improvements contemplated in the Floor Plans recorded on the date this Master Declaration is recorded in the Official Records.

19. GENERAL PROVISIONS

(a) Dispute Resolution. Prior to filing a lawsuit against the Master Association, the Board of Directors, or any officer, director, or property manager of the Master Association, an Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the property manager, if any, of the Master Association. The Owner or Occupant shall in such request and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) or more than twenty-one (21) days from the date of receipt of the request.

(b) Enforcement. A breach by an Owner of agreements set forth herein would cause irreparable and continuing injury to the other Owners and, in the event of such breach, monetary damages may be insufficient to compensate such other Owners for its injury. Accordingly, in the event of any breach or threatened breach of this Master Declaration by an Owner, each affected other Owners shall have the right (without the necessity of posting bond) to injunctive relief or to the issuance of an order to compel performance to enforce the provisions set forth herein; provided, however, such right shall be cumulative of any other rights and remedies under this Master Declaration, at law or in equity.

(c) Standing for Construction Defect Claims. To the extent that the Master Association has standing under any warranty provided for the benefit of an Owner of a Master Unit and such

Owner does not have standing, the Master Association can, and at the Owner's request and expense, shall bring claims pursuant to such warranty. The foregoing shall not be deemed to create any obligation of the Master Association to bring claims at the request of a Sub-owner.

(d) No Third Party Beneficiaries. Except as expressly provided herein, nothing contained in this Master Declaration shall be deemed to create any rights or benefit in favor of any Person other than the Owners, their successors, successors-in-title and assigns.

(e) Successor-in-Title. The provisions of this Master Declaration shall apply to, inure to the benefit of and be binding upon the entirety of the Property, as applicable, and the Owner from time to time of any portion of the Property including, without limitation, Bank OZK and its successors and assigns, or any Mortgagee requiring an interest in any portion of the Property or any improvements thereon by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale; provided, however, Mortgagee shall not incur or be required to assume any obligation under this Master Declaration unless and until such Mortgagee has so acquired an interest in any portion of the Property or any improvements thereon. The failure or default by an Owner to comply with any provision hereof shall not affect the validity, of any Mortgage, lien or other similar security instrument that may then be existing on such Owners Master Unit. Whenever in this Master Declaration a reference to an Owner is made, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such owner or party.

(f) Notices. Each notice concerning the subject matter of this Master Declaration shall be (1) in writing and shall be deemed to have been properly been given or served by the deposit of the same with the United States Postal Service or any official successor thereto, (2) designated as certified mail, return receipt requested, bearing adequate postage and addressed to the addressee at the last known address, or (3) transmitted by electronic transmission and verified by Seller as received or not returned as "not deliverable". Each notice may also be served by a commercial courier service addressed as hereinafter provided. Each notice shall be effective upon being deposited with the U.S. Mail or any authorized courier service as aforesaid, but any time frames for responding to any such notice shall run from the date of actual receipt of such notice as indicated by the return receipt of the records of any courier service used. Refusal to accept a notice or communication or the inability to deliver a notice or communication hereunder due to a changed address of which a party has not been notified shall be deemed actual receipt of such notice or communication. For the purposes of this Subparagraph, the address of each Owner shall be reflected in the books and records of the Master Association. Furthermore, in the event a Master Unit is submitted to a Sub-condominium, the registered agent of the Sub association shall become the notice party hereunder.

(g) Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Master Declaration shall be cumulative with those of any Sub-declaration, and the Master Association may, but shall not be required to, enforce any provisions of the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, bylaws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Sub-declaration or Sub-association shall be subject and subordinate to those of this Master Declaration and the Master Association. In the event of a conflict between the provisions of this Master Declaration and the provisions of Tennessee law, then to the extent that the provisions of Tennessee law cannot be waived by agreement, Tennessee law shall control.

(h) Substantial Compliance With the Act. Each Owner, on behalf of itself and its successors and assigns in title, acknowledges and agrees that the Master Condominium Instruments recorded pursuant to the Act, substantially comply with the requirements of the Act and covenants and agrees not to file any type of suit or arbitration challenging the Master Condominium Instruments on the grounds that they do not strictly comply with the requirements of the Act.

(i) Commonly Metered-Used Items. The Owners acknowledge that some utility services on the Property may be metered to one (1) Owner and may benefit another Owner. Except where expressly provided to the contrary herein, the Owner being metered shall have the right, at any time, at its cost, to have an engineer or other consultant reasonably acceptable to the other Owner analyze the typical amount of usage allocable to the other Owner. The Owner being metered may invoice the other Owner for the costs of utility service allocable to the other Owner (based on such typical amount of usage and the rates being charged by the-applicable utility companies to the metered Owner). An Owner shall have the right to install sub-meter, at its cost, and shall also have the right to at any time, at its cost, to take such steps as may be required to connect the items served by the other Owner's utility meters to its own utility meters or to install separate components that serve solely its Master Unit and disconnect its Master Unit from components operated, maintained, repaired and replaced by the other Owner. In the absence of any of the foregoing, each Owner shall pay for all utility service metered to it and for the costs of operating, maintaining, repairing and replacing such components in a manner so that there will be no disruption of service to the other Owner.

(j) Relocation. Renovation - Access Ways. Any Owner of all or any portion of a Master Unit, shall have the right to expand, reduce, alter, modify, re-configure, relocate and redevelop for repair or replacement the access ways in the ingress and egress easement areas provided for in this Master Declaration, provided that such alteration, modification, re-configuration, relocation and redevelopment for repair or replacement shall be at such Owner's sole cost and expense and shall not adversely affect the rights of the other Owners to make use of the easements benefiting the respective Master Unit of the other Owners in any material respect with Board approval.

(k) Termination of Condominium. The Condominium shall be terminated only by the agreement of all Owners, Mortgagees, Sub-owners, and Sub-mortgagees, and such termination shall be conducted in accordance with Section 66-27-318 of the Act.

(l) Reserved

(m) Disclosures. Each Owner and Occupant acknowledges and understands the disclosures set forth in Exhibit "D" hereto.

20. EMINENT DOMAIN

In the event of a taking by condemnation or by eminent domain, the provisions of the Act shall prevail and govern; provided, however, any proceeds received for a taking of the Common Elements (other than Limited Common Elements) by condemnation or eminent domain shall, at the option of the Board, either be allocated to the Owner(s), pursuant to Section 66-27-207(c) of the Act, as amended or be deposited into the Master Association's operating account or reserve account to be applied to Common Expenses. Each Mortgagee shall be entitled to written notice of any such

condemnation proceedings, and nothing in the Master Condominium Instruments shall be construed to give a priority to any Owner in the distribution of proceeds to such Master Unit.

21. GRANT, CREATION AND GENERAL CONDITION OF EASEMENTS

Declarant does hereby establish and create perpetual, nonexclusive (except as and to the extent provided to the contrary herein) easements in, to, over, across, under and through portions of Property for the purposes contemplated in this Paragraph for the use and benefit of the respective Owners of the Master Units and each of their respective Permittees, Mortgagees and successors and assigns. The scope, nature and extent of the easements described in this Paragraph shall be as follows:

(a) Utilities - Blanket Easement. Subject to the other provisions of this Master Declaration relating to specific existing or future utilities and the general conditions established in this Paragraph, Declarant hereby declares, grants, creates, imposes and establishes for the benefit of each Master Unit with respect to each of the other Master Units, a perpetual, nonexclusive easement for access, ingress, egress to, from, under, through, over and across any portion of such other Master Units and the Common Elements upon which any existing or future utilities and related improvements are located and the portion of such other Master Units and the Common Elements reasonably necessary to access those areas where existing or future utilities and related improvements are located, including, but not limited to, electric power, water, fuel, storm drainage, sewer, natural gas, telephone, HVAC refrigerant lines, property monitoring and other telecommunications systems such as closed-circuit cable television and high-speed internet, parking control systems and controlled access systems and all conduit, raceways and other pathways relating to any of the foregoing which benefit another Master Unit as of the date of this Master Declaration, for the purpose of maintaining, repairing, replacing and using such utilities, subject to the right of the Owner of Master Unit (or, in the case of the Common Elements, the Master Association) upon which such utilities may be located to relocate such utilities at its own cost and expense in a manner reasonably satisfactory to the Owner of benefitted property at any time.

(b) Surface Water Drainage and Runoff. Declarant hereby declares, grants, creates, imposes and establishes for the benefit of each Master Unit with respect to each of the other Master Units, a perpetual, nonexclusive easement over and across any portion of such other Master Units (but only that portion) upon which any surface water drainage and runoff flow, which benefits another Master Unit as of the date of this Master Declaration, subject to the right of the Owner of Master Unit on which such surface water drainage and runoff flow to collect and discharge same at its own cost and expenses in a manner reasonably satisfactory to the Owner of benefitted property at any time; and provided that no Owner benefited by such drainage may construct any new improvements or alter any existing or future improvements upon such Owner's property or otherwise divert the flow of water from such Owner's property onto another Master Unit such that the rate of flow of such drainage or runoff would materially, adversely increase over the rate of flow presently existing as of the date hereof, without the prior consent of the affected Owner which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Life-Safety - Blanket Easement. Declarant hereby grants for the benefit of the Master Association and each Master Unit a perpetual, nonexclusive easement over and across any portion of the Building upon which any Life-safety Systems are located for the purpose of maintaining, repairing, replacing and using the Life-safety Systems, subject to: (i) the specific maintenance

obligations and assessment provisions set forth elsewhere in this Master Declaration; (ii) the right of the Owner of Master Unit on which such systems may be located to relocate the same at its own cost and expense in a manner reasonably satisfactory to the benefitted Owner at any time; and (iii) the right of the Owner of Master Unit upon which a Life-safety System is located to modify or relate the systems to meet with requirements of governmental authorities.

(d) Property Monitoring and Access System - Blanket Easement. Declarant hereby declares, grants, creates, imposes and establishes for the benefit of each Master Unit with respect to each of the other Master Units, a perpetual, nonexclusive easement over and across any portion of such other Master Units (but only that portion) upon which the existing or future Property Monitoring and Access Systems and related improvements which serve the Master Units are located for the purpose of maintaining, repairing, replacing and using such Property Monitoring and Access System, subject to: (i) the specific maintenance obligations and assessment provisions set forth elsewhere in this Master Declaration; and (ii) the right of the Owner of the Master Unit on which such systems or a portion thereof may be located to relocate same at its own cost and expense in a manner reasonably satisfactory to the benefited Owner at any time. The Owner of any Master Unit benefited by such easement shall not unreasonably refuse to approve the modification or relocation of the easement granted herein by the Owners of the Master Unit upon which they are located to the extent required to comply with any requirements that may from time-to-time be imposed by any governmental entity having jurisdiction over such matters.

(e) Blanket Easement for Lateral and Subjacent Support; Building Systems; Party Walls and Encroachments. Subject to the other provisions of this Master Declaration relating to specific, existing or future utilities and the general conditions established in this Paragraph, Declarant hereby declares, grants, creates, imposes and establishes for the benefit of each Master Unit with respect to each of the other Master Units, a perpetual, nonexclusive easement over and across any portion of such other Master Units (but only that portion) as follows:

(i) All portions of the Property that are presently utilized for lateral and subjacent support of any portion of the Master Units (including, without limitation, footings and foundations), to the extent located within any such Master Units and benefitting the other Master Units, as same may from time to time be relocated, constructed or reconstructed in accordance with the terms of this Master Declaration.

(ii) All portions of the Property as may be reasonably required for access to support columns (including, without limitation, footings and foundations), beams, slabs, shear walls, vent and other shafts, mechanical rooms, party walls, ceilings and levels, utility, fire safety, communications, Property Monitoring and Access Systems, and similar facilities, emergency generators, sump pumps and lift stations, discharge wells, grease traps, HVAC equipment and other building components from time to time located within a Master Unit or all Master Units and benefiting another Master Unit, together with the right to inspect, maintain, repair, reconfigure, shore, construct, reconstruct and replace same in accordance with the terms hereof. The foregoing easement for access shall also exist for the purpose of: (A) permitting each of the respective Owners of the Master Units reasonable access to portions of such Owner's Master Unit that abut portions of a Master Unit owned by another Owner as may reasonably be required for such access; and (B) permitting the Owners of the Master Units to reasonably exercise the easements and other rights granted herein and elsewhere in this Master Declaration.

(iii) The Building Systems located within one (1) Master Unit and benefiting another Master Unit.

(iv) All portions of the Master Units that consist of party walls, as same may be reconstructed; all portions of the Master Units that encroach on the other (including, without limitation, balcony, terrace, canopy, awning, landscaping and roof projections and decorative fasciae); and all portions of the Master Units on which unintentional encroachments arise from construction or reconstruction as permitted hereunder or caused by setting which may from time to time hereafter exist.

(f) Emergency - Blanket Easement. Declarant hereby declares, grants, creates, imposes and establishes for the benefit of each Master Unit with respect to each of the other Master Units, a perpetual, nonexclusive easement over and across any portion of such other Master Units (but only that portion) that is needed for emergency egress from the Building.

(g) Common Walls, Levels and Ceilings. Notwithstanding anything to the contrary stated herein, the dividing walls, levels and ceilings separating the Master Units shall be deemed to be party walls, levels and ceilings and each such Owner shall be responsible for one-half of the costs of maintenance, repair and replacement of such party walls, levels and ceilings; provided, however, each Owner shall take all steps required to assure that the fire separation capabilities of such party walls, levels and ceilings are not breached or otherwise adversely impacted by it or anyone claiming by, through or under it. The Owners shall cooperate and coordinate with each other with respect to the maintenance, repair and replacement of any such party walls, levels and ceilings.

(h) Temporary Closings. In order to establish that the ingress and egress easements and any access ways, located therein are and will continue to remain private property and to prevent a dedication thereof or the accrual of any rights to any person or to the public therein, except as herein specifically granted or as may be reasonably necessary in connection with the performance of any construction, repair, relocation, replacement or maintenance of the improvements comprising such access ways, any utilities or any other improvements, located or to be located in or on the ingress and egress easement areas, the Owner of any Master Unit within the Property on which an ingress and egress easement is located, shall have the right to temporarily restrict access to the general public with respect to all or any portion of any such access way, to the extent and for such limited periods as shall be minimally necessary to prevent such dedication or accrual or to permit such construction, repair, relocation, replacement or maintenance; provided, however, such Owner shall exercise the rights granted in this Subparagraph in such a manner so as to neither cause any unnecessary interruption of or undue interference with the business use or the residential occupancy of any portion of another Master Unit, nor unreasonably interfere with rights and privileges granted herein to the other Owners.

(i) Access Easements Benefiting the Master Association. Declarant hereby declares, grants, creates, imposes and establishes for the benefit of the Master Association and its Permittees a perpetual, nonexclusive easement for access, ingress and egress to, from, over, under and through the entire Property for the performance of its obligations and duties hereunder. To the extent that damage is inflicted on the Common Elements, including, without limitation, Limited Common Elements, or on any Master Unit through which access is taken, the Master Association, whether by itself or through agents, employees or others, shall be liable for the prompt repair thereof.

(j) Easements Over, Across, Through and Under the Common Elements.

(i) Benefiting the Residential Master Unit. For so long as the Owner of the Residential Master Unit, or its successor and assigns, or a Sub-declarant owns any Residential Condominium Unit primarily for the purpose of sale or lease, Declarant hereby declares, grants, creates, imposes and establishes for the benefit of such Owner or Sub-declarant and such Owner's or Sub-declarant's duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants, invitees, and successors and assigns, a (A) perpetual, nonexclusive easement for access over, across, through and under the Common Elements; (B) nonexclusive easement to use the Common Elements for special events, promotional activities, and grand opening celebrations, provided, however, such special events, promotional activities and grand opening celebrations shall only be conducted between 7:00 a.m. and 10:00 p.m. and music and outdoor speakers may only be utilized between 9:00 a.m. and 10:00 p.m.; and (C) nonexclusive easement for access and ingress to, egress from and use of the Common Elements for the placement and maintenance of signs, banners, balloons, decorations, marketing materials, and tables, together with such other motional facilities as in the opinion of the Owner or Sub-declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, marketing, sale or lease of any Residential Condominium Unit located within the Residential Master Unit. Nothing in this subsection (i) shall be deemed to grant any easement over any Limited Common Element that is not assigned to the Residential Master Unit.

(ii) Benefiting all Master Units. Declarant hereby declares, grants, creates, imposes and establishes for the benefit of all Master Units, a perpetual, nonexclusive easement over and across certain portions of the Common Elements (as may be shown on the Floor Plans) for the placement and installation of future condensing units, scrubbers, supply air, exhaust vents and louvers serving a Master Unit or all Master Units, and the venting from such condensing units, scrubbers, supply air, exhaust vents and louvers.

(k) Easements Benefiting Declarant.

(i) Easements Over, Across, Through and Under the Common Elements. For so long as Declarant owns a Master Unit, or any portion thereof, primarily for the purpose of sale or lease, Declarant and its duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants and successors and assigns shall have: (A) a nonexclusive easement for access and ingress to, egress from and use of the Common Elements for the placement and maintenance of signs, banners, balloons, decorations, marketing materials and tables, a sales office, a leasing office, a business office, promotional facilities and model Sub-units, together with such other facilities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development, sale or lease of any Master Unit or any portion thereof; and (B) a nonexclusive easement to use and enjoy the Common Elements for special events, promotional activities and grand opening celebrations. In connection with the hosting of special events, promotional activities and grand opening celebrations in the Common Elements, Declarant shall be permitted to have live entertainment and any noise created therefrom shall not be deemed a nuisance and shall not cause Declarant and its representatives, agents, associates, employees, tenants and guests to be deemed in violation of any provision of this Master Declaration or any other Sub-declaration or governing rules

and regulations of a Sub-association created from a Master Unit, provided, however, such special events, promotional activities and grand opening celebrations shall only be conducted between 7:00 a.m. and 10:00 p.m. and music and outdoor speakers may only be utilized between 9:00 a.m. and 10:00 p.m.

(ii) Telecommunications Easement. Declarant hereby reserves an exclusive (excepting only the rights of Owners as set forth in the final sentence of the third paragraph of this Subparagraph (ii)) perpetual and irrevocable easement, right and license for itself and its successors, assigns and Permittees, to use, sell, lease or assign all or any portion of the Telecommunications Easement Area, for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation ("Telecommunications Activity") of telecommunications equipment, including without limitation, broadcast antennae and related equipment, cell tower equipment, or other wireless communication antennae and related equipment, cable or satellite television equipment and equipment for high-speed internet access (hereinafter collectively referred to as the "Telecommunications Equipment") (the "Telecommunications Easement"). Declarant, for itself and its successors, assigns and Permittees, also reserves a nonexclusive, perpetual and irrevocable easement right and license over the Telecommunications Easement Area to exercise its rights set forth above. The Telecommunications Easement shall be exercised in a manner that does not materially degrade, obstruct or interrupt any other Telecommunications Activity of any other Owner or its Occupants or Permittees.

Without limitation, this easement, right and license shall include the right by Declarant and its successors, assigns and Permittees to construct, install, use, maintain, repair, replace, improve, remove and operate any type of Telecommunications Equipment on the Telecommunications Easement Area. In addition, Declarant, for itself and its successors, assigns and Permittees, reserves a nonexclusive, perpetual and irrevocable easement to use the chases, elevator machine rooms, electrical rooms and telephone/telecommunications rooms to install, service, connect and operating any Telecommunications Equipment and over other portions of the Building for access to, and from the Telecommunications Easement Area and to construct, install, use, maintain, repair, replace, improve, remove, operate and license or allow others to do the same, any utility lines servicing the Telecommunications Equipment, including the right to utilize electrical power from any Master Unit, but subject to the right of the Owner of such Master Unit charging for the actual costs of such electrical power and any submetering costs associated with determining such costs and provided that such electrical usage shall not cause such Master Unit's electrical capacity to be limited for its own use, and in such event, Declarant and its successors, assigns and Permittees shall cease such use of electrical power or provide additional capacity to the affected Owner's electrical system, at the sole expense of the party exercising the rights set forth in this Subparagraph.

Declarant and the Master Association hereby agree to indemnify, defend, and hold harmless each other for any damage or destruction caused to the property of the other in the exercise of any easement rights granted under this Subparagraph. Declarant shall have and hereby reserves unto it and its successors, assigns and Permittees the sole and exclusive right to collect and retain any and all income received from or in connection with the rights described in this Subparagraph. The rights reserved to Declarant under this Subparagraph shall benefit only Declarant and its successors, assigns, and Permittees, and no Owner or

successor-in-title to any portion of the Property shall have any rights with respect to Telecommunications Easement Area or to any income derived from or in connection with the easements granted in this Subparagraph, except as expressly provided in the last sentence of this Subparagraph. No Owner or successor-in-title to any portion of the Building or Property (including the Master Association) shall use, sell, lease or assign any portion of the Building for purposes of Telecommunications Activity except that, subject to the terms of any then existing exclusive telecommunications easements granted to third party(ies), each Owner shall have a nonexclusive easement, right and license for itself, its agents, successors and assigns to use those portions of the roofs of the Building in a commercially reasonable manner that are necessary for the provision of telecommunications services to its respective Master Unit for the use and consumption by the Occupants or Permittees of such Master Unit; provided, however, the preceding nonexclusive easement, right and license shall be exercised in a manner that does not materially degrade, obstruct or interrupt any other Telecommunications Activity of any other Owner or its Occupants or Permittees, or any Telecommunications Activity of Declarant or Declarant's Permittees utilized pursuant to the Telecommunications Easement.

Notwithstanding anything to the contrary contained herein, the provisions of this Subparagraph shall not be amended without the consent of Declarant or all 5 unit owners of declarant no longer owns any of the units.

(iii) Easements Over, Across, Through and Under the Master Units. For so long as Declarant owns a Master Unit or any portion thereof, primarily for the purpose of sale or lease, Declarant and its duly authorized contractors, subcontractors, representatives, agents, associates, employees, tenants and successor's and assigns shall have a nonexclusive easement for access and ingress to, egress from and use of the Master Units for the placement and maintenance of signs, banners, balloons, decorations and marketing materials on the exterior surfaces of the Master Units as in the opinion of Declarant may be reasonably required, convenient or incidental to the improvement, development, sale or lease of any Master Unit or any portion thereof, provided, however, Declarant shall not materially interfere with the permissible use of a Master Unit when exercising these easement rights. Notwithstanding anything to the contrary herein, Declarant shall not place any signs, banners, balloons, decorations and marketing materials on the exterior surface of the Hotel Master Unit without the advance written consent of the. Owner of the Hotel Master Unit, which may be granted or withheld in its sole and absolute discretion.

(iv) Easements for Inspections and Other Evaluations of the Property. Declarant hereby reserves a perpetual, nonexclusive easement for the purpose of access for ingress and egress over the Property, including the Master Units, the Common Elements, and Limited Common Elements, to inspect, examine, survey, photograph, and perform such tests, inspections, studies or other evaluations of the Property as Declarant and its agents, employees or contractors, or others may deem necessary in conjunction with Declarant's review of construction conditions on the Property. The foregoing easement shall expire upon the occurrence of the later of the following events: (A) the date upon which Declarant no longer owns a Master Unit or any portion thereof; or (B) ten (10) years after the date on which this Master Declaration is recorded in the Official Records. To the extent that damage is inflicted on the Common Elements, Limited Common Elements, or on any Master Unit

through which access is taken, Declarant, whether by it or through agents, employees, contractors, or others, shall be liable for the prompt repair thereof.

(l) Easements Over and Across the Residential Master Unit.

(i) Declarant hereby declares, grants, creates, imposes and establishes for the benefit of the Owner of the Hotel Master Unit, a perpetual, non-exclusive easement for access, ingress and egress to, from, over, under and through those portions of the Residential Master Unit reasonably necessary to provide any services or deliver any items requested by a Residential Condominium Unit Owner or Occupant from the Owner or Occupant of the Hotel Master Unit. Each Residential Condominium Unit Owner shall be responsible for the costs he or she incurs for such services. The beneficiaries of the easements established in this Subparagraph (l)(i) shall not be obligated to pay any fees or expenses for utilizing the easements granted herein.

(ii) Declarant hereby declares, grants, creates, imposes and establishes for the benefit of the Owner of the Hotel Master Unit a perpetual, non-exclusive easement for access, ingress and egress to, from, over, under and through the portions of stairwell #2 located in the Residential Master Unit on levels 1 through 34 of the Building, as shown on Sheets E-8 through E-42 of the Floor Plans.

(m) Easement Over and Across the Hotel Master Unit.

(i) Declarant hereby declares, grants, creates, imposes and establishes for the benefit of the Owner of the Residential Master Unit, a perpetual, non-exclusive easement for access, ingress and egress to, from, over, under and through those portions of the mechanical room located in the Hotel Master Unit on levels P7 through 14 of the Building that are reasonably necessary to provide access to the swimming pool equipment room located in the Residential Master Unit.

(n) Parking Master Unit Easements. As provided in Subparagraph 14(j)(xii), all rights of parking, access, ingress and egress in and to the Parking Master Unit granted to an Owner in Subparagraph 14(j) over a portion of the Property not constituting a Limited Common Element assigned to such Owner's Master Unit constitutes the grant of a non-exclusive perpetual easement appurtenant to such Owner's Master Unit for the use of such Owner, its Permittees and pedestrians.

(o) Cooperation. All easements and licenses granted in this Master Declaration and the use thereof, shall be deemed to be limited to the extent reasonably necessary to accomplish the purposes for which such easements are granted. Each Owner agrees to cooperate with the reasonable requests of the other Owners in furtherance of the spirit and intent of the matters addressed in this Master Declaration. To this end, in the event that an Owner of a Master Unit limits access to its respective Master Unit and/or the Limited Common Elements serving such Master Unit, such Owner shall provide the other Owners having easement rights over such areas a reasonable means of access over the areas to which such easement rights appertain.

(p) Damages Resulting From the Exercise of Easement Rights. Notwithstanding anything to the contrary stated herein, damages caused by the exercise of the easement rights granted in this Paragraph 21, including, but not limited, to reasonable attorneys' fees actually incurred, shall be paid

by the responsible Owner, provided that the Permittee of an Owner causing such expense shall be jointly and severally liable.

22. STANDARDS OF RECONSTRUCTION AND MAINTENANCE.

Any alterations, restoration, maintenance, repair, replacements, modernization, expansion, demolition or razing of existing improvements on the Property which may or shall be commenced and performed by or on behalf of any Person (except Declarant) pursuant to this Master Declaration or the Act and requiring access to or entry upon either (i) a Master Unit not owned by such Person, or (ii) the Common Elements, or (iii) any Limited Common Elements assigned to another Owner or Owners (herein collectively referred to as the "Work") shall be commenced, performed and completed in accordance with the applicable provisions herein and the following requirements and standards:

(a) Unless the Work is being performed pursuant to Subparagraphs 17(c) and 17(d) and subject to the notice requirements therein, the Person performing the Work shall provide at least ten (10) days advance written notice to the Master Association and to any Owner upon whose Master Unit or assigned Limited Common Element the Work shall be performed and approved by the Architectural Review Committee. This Subparagraph 22(a) shall not apply to Work being performed by the Master Association.

(b) Prior to commencing the Work, the Person performing the Work shall obtain all necessary permits or approvals required by governmental authorities for the Work.

(c) Upon commencement of any Work, the Person by whom or on whose behalf such Work is being performed shall, at its sole cost and expense, cause such Work to be diligently prosecuted to completion in accordance with the provisions of this Master Declaration.

(d) The Person by whom or on whose behalf any Work is being performed shall, at its sole cost and expense, cause all such Work to be performed in a good and workmanlike manner using first-class materials and in accordance with the requirements of all applicable Legal Requirements and otherwise as provided in this Paragraph 22, including, without limitation:

(i) so as not to cause any unnecessary increase in the cost of construction of others;

(ii) so as not to unreasonably interfere with any other construction being performed on the Property or any portion thereof;

(iii) so as to not unreasonably impair the use, occupancy or enjoyment of the Property or any portion thereof by the Master Association, any Owner and/or its Occupants of another Master Unit; and

(iv) so as not to cause disputes with labor unions that interfere with the construction of others.

(e) The Person by whom or on whose behalf any Work is being performed shall, at such Person's sole cost and expense, cause its architects, contractors and subcontractors to cooperate and coordinate its portion of the Work with architects, contractors and subcontractors of the Master

Association and the Owners of the other Master Units to the extent reasonably practicable to achieve the objectives set forth in this Paragraph 22 in such a manner so as not to cause any unnecessary interruption of or undue interference with the use or occupancy of any portion of the Common Elements or any portion of another Master Unit and to ensure that the Parking Master Unit and other vehicular and pedestrian facilities, Building Systems and utility connections between and among the Common Elements, the Master Units, the Parking Master Unit and adjacent public streets are constructed in accordance with first-class construction practices.

(f) To the extent that any Work to be performed on the Property could reasonably be deemed to constitute a hazardous condition or, to detract from the attractiveness, which would otherwise exist, of the improvements constructed on the Property, or in the event that any later Work could reasonably be deemed to constitute such a hazardous condition or to so detract from the attractiveness of the Building, then the Person by whom or on whose behalf such Work is being performed shall, at such Person's sole cost and expense, promptly cause to be erected and thereafter maintained in a neat and sightly condition, an adequate and attractive appearing construction barricade or other protective device, at or substantially near the building line, but in; no event to exceed five feet (5') at grade, if within an easement area, from the building in question (and around any work area, shack area or storage areas, if there be any such) of adequate height and otherwise so as to provide adequate protection to and screening from, the public and shall maintain the same until removal would be consistent with first-class construction practices.

(g) The Person by whom or on whose behalf any Work is being performed shall, at such Person's sole cost and expense and at all times take any and all safety measures reasonably required to protect those using the easements established by this Master Declaration from injury or damage caused by or resulting from the performance of its construction.

(h) The Person (except the Master Association) by whom or on whose behalf any Work is being performed shall, at such Person's sole cost and expense and at all times:

(i) indemnify, hold harmless and defend the Master Association and the Owners of another Master Unit from and against all claims, demands, suits, costs, expenses and liabilities arising from or in respect to the death, accidental injury, loss or damage cause to any natural person or the property of any person as shall occur by virtue of its construction; and

(ii) indemnify, defend and hold the Master Association and the other Master Unit Owners harmless from and against all mechanics, materialmen's, suppliers', contractors' and/or laborer's liens and all costs, expenses and liabilities arising from its performance of all or any portion of the Work.

(i) The Person by whom or on whose behalf any Work is being performed shall, at such Person's sole cost and expense and at all times, comply with all Legal Requirements applicable to the stockpiling of soil and shall take such additional steps as the Owner of any other Master Unit shall reasonably require to prevent the migration, run-off or other movement of such soil that would affect drainage of another Master Unit. A "Type A" slit fence shall surround any area in which soil is stockpiled.

(j) No portion of the Parking Master Unit or any ingress and egress easement shall be used as a construction access road or as a means of access, ingress and egress for construction vehicles, machinery, equipment or materials or for similar purposes in connection with the performance of any Work (collectively herein referred to as "construction access") without the prior written consent of the Master Association, which consent shall not be unreasonably withheld, conditioned or delayed. If the Parking Master Unit is used for construction access, the Owner performing the Work shall reimburse the Master Association for the costs and expenses of any damage to the Parking Master Unit and/or any improvements or facilities located therein resulting from the use of the Parking Master Unit for such construction access promptly after it occurs.

(k) Before commencing any Work (including use of a suspended crane) on or in a Master Unit owned by another Owner (hereinafter collectively referred to in this Paragraph as the "Affected Owner"), the Person by whom or whose behalf such Work is being performed (hereinafter referred to in this Paragraph as the "Responsible Owner") shall provide the Master Association and the Affected Owner with evidence satisfactory to the Master Association and the Affected Owner of, (i) the availability to the Responsible Owner of financing sufficient to complete the Work in accordance with the terms, provisions and conditions herein, (ii) the issuance of payment and performance bond(s) sufficient to insure completion of the Work in accordance with the terms, provisions and conditions herein, (iii) liability, builders' risk and worker's compensation insurance, and (iv) such other insurance as the Master Association or the Affected Owner may require, in all of the foregoing instances from reputable, financially solvent insurance companies with coverage and limits comparable to the coverage and limits generally required or carried by institutional lenders or investors in real estate in the City of Nashville with respect to construction activities similar to the Work naming the Master Association, the Affected Owner, and the mortgagee as an additional insured and otherwise reasonably satisfactory to the Master Association, the Affected Owner, and the mortgagee. This Subparagraph 22(k) shall not apply to the Master Association.

(l) Notwithstanding anything to the contrary stated herein the foregoing Paragraph 22 shall not apply to Declarant.

23. AMENDMENT

Except where a higher vote is required for action under any other provisions of this Master Declaration or by the Act, in which case such higher vote shall be necessary to amend such prevision, this Master Declaration may be amended by the affirmative vote, written consent or any combination of affirmative vote and written consent of sixty-seven percent (67%) of the Owners, and such amendment shall otherwise comply with the provisions of Section 66-27-317 of the Act. As long as Declarant owns any Master Unit or any portion thereof, primarily for the purpose of sale or lease, any amendment to this Master Declaration or the Master Bylaws shall require the written consent of Declarant. In addition, no amendment to this Master Declaration shall modify, alter, abridge, or delete: (a) any material rights of an Owner without the consent of such Owner, (b) the permissible or prohibited uses of a Master Unit absent the consent of the Owner of such Master Owner; (c) an Owner's material use of or access to the Common Elements without the consent of such Owner; (d) the number or percentage of Owners or Board members or Architectural Review Committee members required to approve, disapprove, or consent to any matter without at least the consent of the number of Owners equal to the number or percentage of Owners or Board members or Architectural Review Committee members required to approve, disapprove, or consent to such matter under the existing provision of this Master Declaration (for example, all of the Owners are

required to consent to an amendment to this Master Declaration that changes the existing approval of a matter from approval of all of the Owners to approval of a majority of the Owners); or (e) any license, easement or other use rights contained in this Master Declaration, including, without limitation, the easement, right and license of Declarant under Paragraph 21 hereof, without the consent of the Person holding such license, easement or other use rights. Notwithstanding the above, no amendment shall modify, alter or delete any provision of this Master Declaration that benefits Declarant or any license, easement or other use rights of Declarant without the written consent of Declarant attached to and recorded with such amendment. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the president and one (1) other officer of the Master Association and recorded in the Official Records. The Owner of a Master Unit subject to the Master Mortgage shall obtain the written consent of Bank OZK (or its successor or assign) before voting or consenting to any amendment to this Master Declaration.

Notwithstanding that certain of the easements created hereby may ultimately run to the benefit of Occupants and Permittees of an Owner of all or part of the Property or other non-property owners, nothing contained in this Master Declaration shall imply that the consent of any such other benefited parties is required in connection with an amendment, modification or termination of this Master Declaration, unless expressly provided in this Master Declaration.

Upon the submission of a Master Unit to condominium form of ownership, only the consent of the Sub-association, acting through its Board of Directors, shall be required to evidence the consent of such Master Unit or its Owner to any amendments hereto, except as otherwise expressly provided herein.

Notwithstanding the foregoing, Declarant (for so long as Declarant owns any Master Unit or any portion thereof) or the Board of Directors, without the necessity of a vote from the Owners, may unilaterally amend this Master Declaration to: (a) correct any scriveners errors; (b) bring any provision of this Master Declaration into compliance with any applicable governmental statute, rule, regulation, judicial determination or rules pursuant to federal law which shall be in conflict therewith; and (c) enable any reputable title insurance company to issue title insurance coverage with respect to any Portion of the Property subject to this Master Declaration.

The amendment requirements set forth in this Subparagraph shall not apply to amendments to the Master Bylaws.

24. SEVERABILITY

If any provisions of this Master Declaration or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent and such invalid provision does not materially affect the rights of the parties hereto, the remainder of this Master Declaration and the application of such provisions to any other, entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has executed this Master Declaration on this 20th day of November, 2020.

DECLARANT:

Christopher A. Brown

By: 1600 West End Avenue Partners, LLC
Name: Christopher A. Brown
Title: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, Christopher A. Brown, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the President of 1600 West End Avenue Partners, LLC, a Tennessee limited liability company (the "Grantor"), and is authorized to execute this instrument on behalf of the Grantor.

WITNESS my hand and seal at office this 20th day of November, 2020.

Tammy L Parmentier
Notary Public

TAMMY L PARMENTIER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 11-8-2022

My Commission Expires:
11/8/2022

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Being a tract of land lying in the 21st District of Davidson County, Nashville, Tennessee. Being a portion of Lot 1 of the Final Plat of West End Summit as recorded in Inst. No. 200807020068641 in the Register's Office of Davidson County, Tennessee. Bounded on the South by the northern Right-of-Way (ROW) of West End Avenue (ROW varies); on the West by the eastern ROW of 17th Avenue North (50' ROW); on the North by the southern ROW of Hayes Street (50' ROW); and on the East by the western ROW of 16th Avenue North (50' ROW). Tract being described as follows.

POINT OF BEGINNING being a set point on the Southwest corner of said Lot 1, located at the Northeast corner of the intersection of said ROW of West End Avenue and 17th Avenue North, thence, leaving the northern ROW of West End Ave. and with said eastern ROW of 17th Avenue North, North 30°43'44" West 353.53 feet, to a set point on the southern ROW of Hayes Street; thence leaving the ROW of 17th Ave North and with said ROW of Hayes Street North 59°16'15" East 421.62 feet to a set point on the western ROW of 16th Avenue North; thence, leaving the ROW of Hayes Street and with said ROW of 16th Ave North, South 30°41'36" East 319.33 feet to a set point; thence South 27°29'53" East 105.78 feet to a set point on the northern ROW of West End Avenue; thence, leaving the ROW of 16th Ave North and with said ROW of West End Ave, with a curve to the right having a length of 73.57 feet, a radius of 1375.40 feet, a central angle of 03°03'53", and having a chord bearing and distance of South 65°33'58" West 73.56 feet to a set point; thence with a curve to the right having a length of 96.97 feet, a radius of 1100.60 feet, a central angle of 05°02'54", and having a chord bearing and distance of South 71°28'55" West 96.94 feet to a set point; thence with a curve to the left having a length of 151.51 feet, a radius of 1480.04 feet, a central angle of 05°51'55", and having a chord bearing and distance of South 71°30'36" West 151.44 feet to a set point; thence with a curve to the left having a length of 100.22 feet, a radius of 980.09 feet, a central angle of 05°51'33", and having a chord bearing and distance of South 65°25'26" West 100.18 feet to the point of beginning.

Containing 163,398 square feet or 3.75 acres.

Being part of the property conveyed to 1600 West End Avenue Partners, LLC, a Tennessee limited liability company from West End Summit Development, LLC a Tennessee limited liability company, by deed of record in Instrument No. 20180326-0028264 Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

UNDIVIDED PERCENTAGE INTEREST IN THE
COMMON ELEMENTS AND LIABILITIES
FOR THE COMMON EXPENSES

Master Unit	Approximate Square Footage	Expense Percentage/Interest	Voting Interest
Office	620,000	40%	20%
Creative Office Retail	47,600	10%	20%
Parking	899,481	0%	20%
Hotel	302,472	25%	20%
Residential	365,747	25%	20%

EXHIBIT "C"

PERCENTAGE SHARE FOR CERTAIN SPECIAL ASSESSMENTS

Description of Area(s) Item	Master Unit	Percentage Share of Costs or Formula for Calculation of Assessment Amount
Insurance	Residential Master Unit	Allocation to be determined in accordance with Paragraph 11 of the Master Declaration
Equipment rooms *(Only Limited Common Elements assigned to more than one Master Unit)*	Residential Master Unit Creative Office Retail Master Unit Office Master Unit Hotel Master Unit	For each equipment room, costs shall be allocated equally to the Master Units to which such equipment room is assigned. For the purposes of illustration, the costs shall be allocated 50% to each Master Unit if an equipment room is assigned to two Master Units.
Loading dock *(Only Limited Common Element assigned loading docks)*	Hotel Master Unit Residential Master Unit Creative Office Retail Master Unit Office Master Unit	Hotel/Condo 50/50 Office/Retail 80/20
Parking Master Unit	Residential Master Unit Creative Office Retail Master Unit Office Master Unit Hotel Master Unit *(Percentages allocated based on the number of parking devices assigned to each Master Unit)*	14% 20% 57% 9%

EXHIBIT "D"

DISCLOSURES

Each Owner and Occupant acknowledges and understands the following:

(1) **MASTER ASSOCIATION OR DECLARANT MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS THAT DIRECTLY OR INDIRECTLY IMPROVE THE SECURITY OF THE PROPERTY; HOWEVER, EACH OWNER AND OCCUPANT, FOR HIMSELF, HERSELF, OR ITSELF AND HIS, HER, OR ITS TENANTS, GUESTS, LICENSEES, INVITEES, OCCUPANTS AND OTHER PERMITTEES, ACKNOWLEDGES AND AGREES THAT NEITHER THE MASTER ASSOCIATION NOR DECLARANT IS A PROVIDER OF SECURITY AND NEITHER ENTITY SHALL HAVE A DUTY TO PROVIDE SECURITY ON OR AT THE PROPERTY. FURTHERMORE, THE MASTER ASSOCIATION DOES NOT GUARANTEE THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE PROPERTY AND COMMIT CRIMINAL ACTS ON THE PROPERTY, NOR DOES THE MASTER ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE PROPERTY WILL NOT BE COMMITTED BY OTHER OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF OWNER AND OCCUPANT TO PROTECT HIS, HER, OR ITS PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER AND OCCUPANT. NEITHER DECLARANT NOR THE MASTER ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF ITS FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF MEASURES UNDERTAKEN.**

(2) The Property is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

(3) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(4) Since in every neighborhood there are conditions that different people may find objectionable, and it is acknowledged that there may be conditions outside of the Property that an Owner or occupant may find objectionable, and it shall be the sole responsibility of an Owner or Occupant to become acquainted with neighborhood conditions that could affect the Property.

(5) Exposed concrete surface in portions of the Building that are not heated and cooled are subject to cracking due to (A) water penetration, (B) expansion and contraction of the concrete with temperature changes, and (C) building settlement.

(6) Concrete surfaces in heated and cooled portions of the Building are subject to cracking due to building settlement.

(7) Concrete and hardwood surfaces and other uncovered surfaces within a Master Unit may transmit noise, and such noise shall not be deemed to constitute a use of a Master Unit that interferes with or causes disruption to the use and quiet enjoyment of another Master Unit or any portion thereof by its respective Owner and/or Occupant.

(8) The Building may trap humidity created by general use and occupation of such space. As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owners and Occupants, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew and/or mold (see Subparagraph 16(k) hereof).

(9) A portion of the exterior skin of the Building may be constructed with a hard-coat stucco material.

(10) A portion of the exterior skin of the Building will be constructed with an Exterior Insulation and Finish System ("EIFS"). There have been numerous complaints and lawsuits seeking damages filed by homeowners who purchased single-family homes with EIFS. Many of these lawsuits have alleged that moisture can penetrate the EIFS and cause wood rot and other moisture related problems. These problems have not been reported with the same frequency in commercial buildings that do not use wood studs, which can rot when exposed to moisture over a long period of time. The Building will not contain any exterior wood studs, but instead will use only metal studs. Nevertheless, the Owners will need to develop a regular maintenance program to insure that all exterior joints end penetrations in the EIFS remain properly sealed and caulked to prevent moisture infiltration and damage. Furthermore, since EIFS can crack when used in a high-rise application, a proper maintenance program also will be implemented by the owners. If such cracking develops, it should be immediately repaired by the Owner of the Master Unit(a) that has EIFS.

(11) The Building is constructed with a flat roof system. Rain water and refuse may accumulate on various portions of the Building's roof system and should be anticipated by the Owners. Minimizing water intrusion and water penetrations may be possible if the Building's roof systems are property maintained by the parties responsible for providing such maintenance, as more specifically set forth in Paragraph 15 hereof.

(12) Improvements have not been constructed on adjoining lands that encroach onto the Property. Declarant gives no representations or warranties as to property rights, if any, created by any such encroachments.

(13) No representation or warranty is made by Declarant with respect to the presence or continued existence of any view, scene or natural light from any portion of a Master Unit. Depending upon developmental of neighboring properties and the removal or addition of landscaping, an existing view or scene may change, be blocked or interfered with. Similarly, the

development of neighboring properties may result in improvements that cast shadows on the Building or block natural light.

(14) The views from a Master Unit may vary depending upon the elevation and location of the Master Unit within the Building.

(15) Declarant has reserved for itself and its successor, assigns and Permittees an exclusive, perpetual and irrevocable easement, license and right to use the areas defined herein as the "Telecommunications Easement Area" (as more specifically shown on the Floor Plans) in which it will have the exclusive right within the Property to install and operate Telecommunications Equipment (subject to the rights of the Master Association and the Owners to use portions of the roof areas to provide telecommunications services to Occupants of the Building), as more specifically set forth in Subparagraph 21(r)(ii) hereof. Declarant shall retain all income generated from such licensing activities.

(16) The name "Broadwest" may have been used by third parties in connection with many different types or real estate properties. As a result, there is a risk that one or more third parties may assert that the name "Broadwest" has trademark significance and may assert claims for trademark infringement against Declarant claiming a likelihood of confusion, and may attempt to force Declarant to change the name or recover for damages for trademark infringement. Declarant believes that it has reasonable defenses to such claims on the grounds, *inter alia*, that the term is merely descriptive, primarily geographically descriptive, and/or diluted, to the extent that no third party can claim exclusive rights in use of the term in connection with real estate development projects, including, but not limited to, the Master Condominium or a Sub-condominium, or that the overall circumstances of use of the term by Declarant is in different channels of commerce, such that there is no likelihood of confusion with any third party's use of the term. It is believed that due to the common usage of the name "Broadwest" in naming developments, and the fact that the name is not known to be in common usage in Nashville, Tennessee, or more generally in connection with a mixed use retail and multifamily community, the name "Broadwest" cannot be lawfully appropriated as a trademark by any third party and is not protectable as a trademark under federal or state law; provide, however, that: (A) Declarant shall have no liability should the Master Condominium or a Sub-condominium be forced to change its name; (B) Declarant shall have no duty to contest any claim asserting that the name should be changed: and (C) each Owner shall, by taking title to a Master Unit, acknowledge that the name "Broadwest" was in no way an inducement to purchase, to not sell after purchase, or to expend funds in detrimental reliance on the name remaining "Broadwest" During the Declarant Control Period, Declarant shall have the right in its sole and absolute discretion to change the name of the Master Condominium without notice to any Person.

(17) The Master Condominium is located in an urban environment and contains both residential and commercial uses. Sound and vibrations may be audible and felt from such things as sirens, whistles, horns, the playing of music, people speaking loudly, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, building and grounds maintenance being performed, automobiles, buses, trucks, ambulances, airplanes, trains and other generators of sound and vibrations typically found in an urban area. In addition to sound and vibration, there may be odors (from restaurants, food being prepared and dumpsters) and light (from signs, streetlights, other buildings, car headlights and other similar items) in urban areas and

these things are part of the reality and vibrancy of urban living; while some steps have been taken to mitigate sound in the design and construction of the improvements, the Master Units and Sub-units are not constructed to be totally soundproof or free from vibrations. Sounds and vibrations can also be generated from sources located within a Master Unit or Master Condominium including, but not limited to, elevator motors, heating and all conditioning equipment, pump rooms, other mechanical equipment, dogs barking and the playing of certain kinds of music.

(18) The Floor Plans and the dimensions and square footage calculations shown thereon are only approximations. Any Person that is concerned about any representations regarding the Floor Plans should do his/her own investigation as to the dimensions, measurements and square footage shown thereon.

(19) While the drainage system or surface water runoff on the Master Condominium will be constructed in accordance with applicable governmental standards, the Master Condominium may still be subject to erosion and/or flooding during unusually intense or prolonged periods of rain.

(20) Trucks, sports utility vehicles, vans, minivans, large sedans, or any other vehicles other than compact passenger vehicles may not fit into parking spaces.

(21) The height clearance for vehicles in the covered parking facilities is limited and certain vehicles may be too large to enter the Parking Master Unit.

(22) Elevators may malfunction from time to time and become stuck between levels for temporary periods. Declarant and Master Association shall not be liable for any such malfunctions.

(23) The use of any trash chute may create noise and vibration, and such noise and vibration shall not constitute an interference or disruption to the use and quiet enjoyment of the Master Unit. The trash chute and related facilities may also emanate undesirable odors.

(24) Water may drip onto any vehicle from the Parking Master Unit level above the level on which the vehicle is parked or located. Such dripping water may include calcium deposits which may cause damage to the vehicle. Damage to a vehicle may be limited if the owner of the vehicle immediately washes off any calcium deposits situated on the vehicle. Neither Declarant nor the Master Association shall be held liable for any loss or damage resulting from such calcium deposits to any vehicle.

(25) Water may pond on various portions of the Property having impervious surfaces, such as the Plaza, parking area, patios, balconies, and sidewalks, as applicable.

(26) Neither Declarant nor any Sub-declarant makes any representation as to the location of signs, mailboxes, utility boxes, street lights, fire hydrants or storm drain inlets or basins.

(27) The Owners and Occupants of a Master Unit shall have no rights to use and enjoy the amenities and recreational facilities of another Master Unit unless expressly provided otherwise in this Master Declaration or a separate written agreement executed by the applicable Owners and Occupants.

(28) Beer/wine and liquor licenses are subject to ordinances, rules and regulations of the City of Nashville and its various boards and departments.

(29) The Owners and Occupants of the Residential Master Unit, Creative Office Retail Master Unit and the Office Master Unit shall have no rights to use and enjoy the amenities or facilities of the Hotel Master Unit, except as set forth in any separate written agreement establishing such rights pursuant to the terms of such agreement.

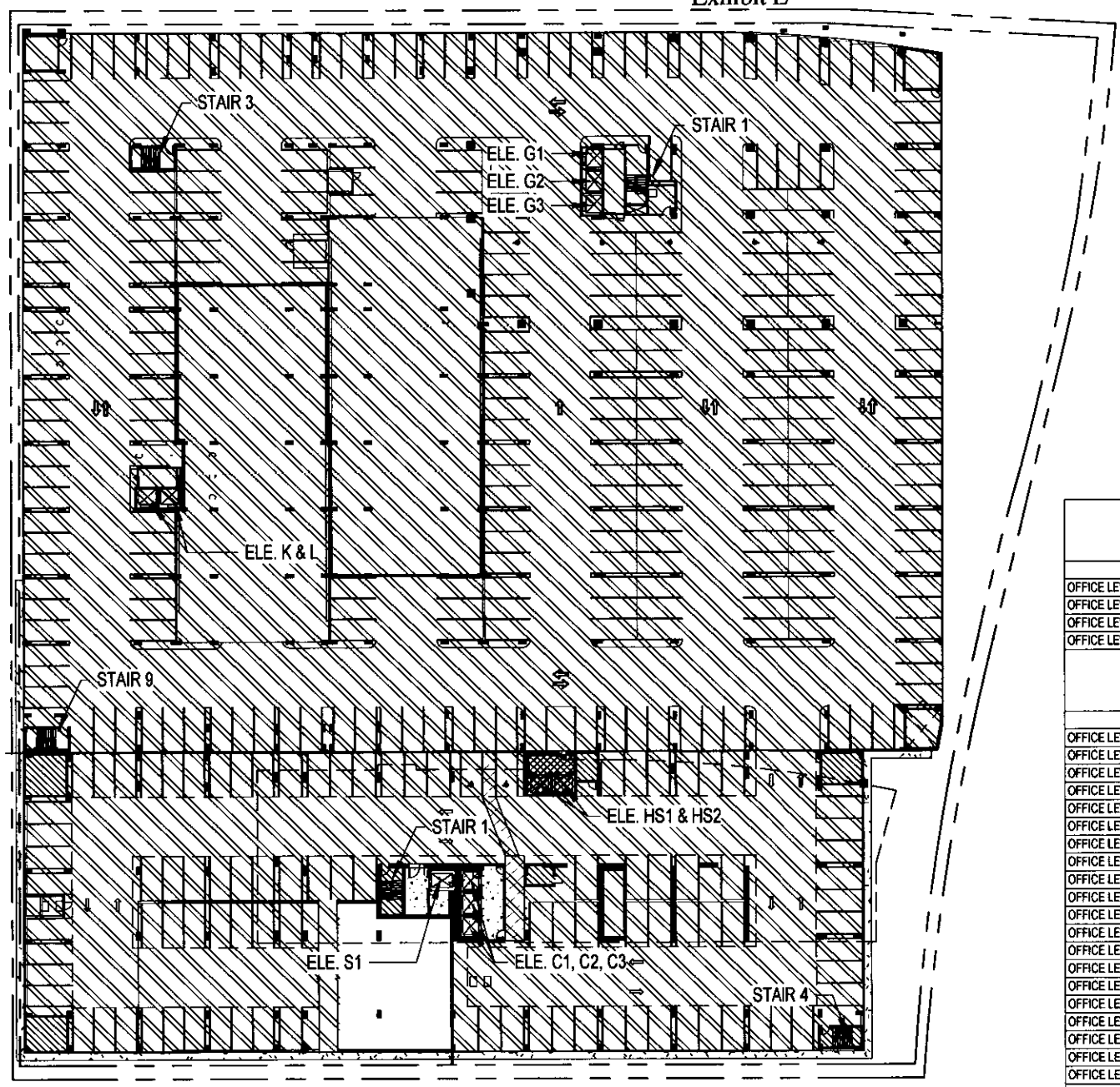
(30) No representation or warranty is made by Declarant as to the environmental conditions or status of the Master Condominium and Property.

EXHIBIT "E"

FLOOR PLANS

[attached]

Exhibit E



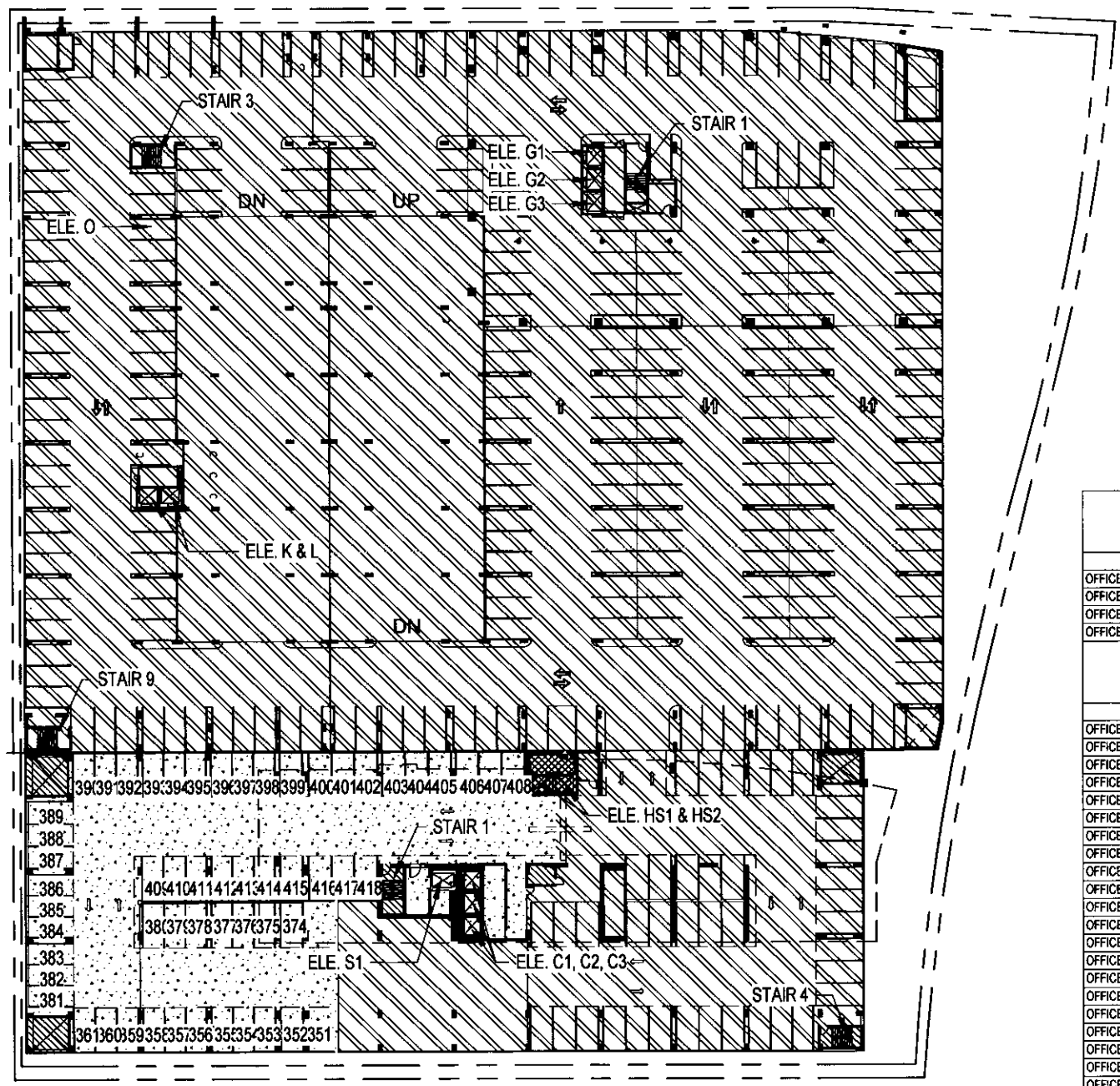
ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	140,480
RESIDENTIAL MASTER UNIT LCE	1,057
HOTEL MASTER UNIT LCE	344
COMMON ELEMENT	1,355
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

FLOOR PLAN PARKING LEVEL P7



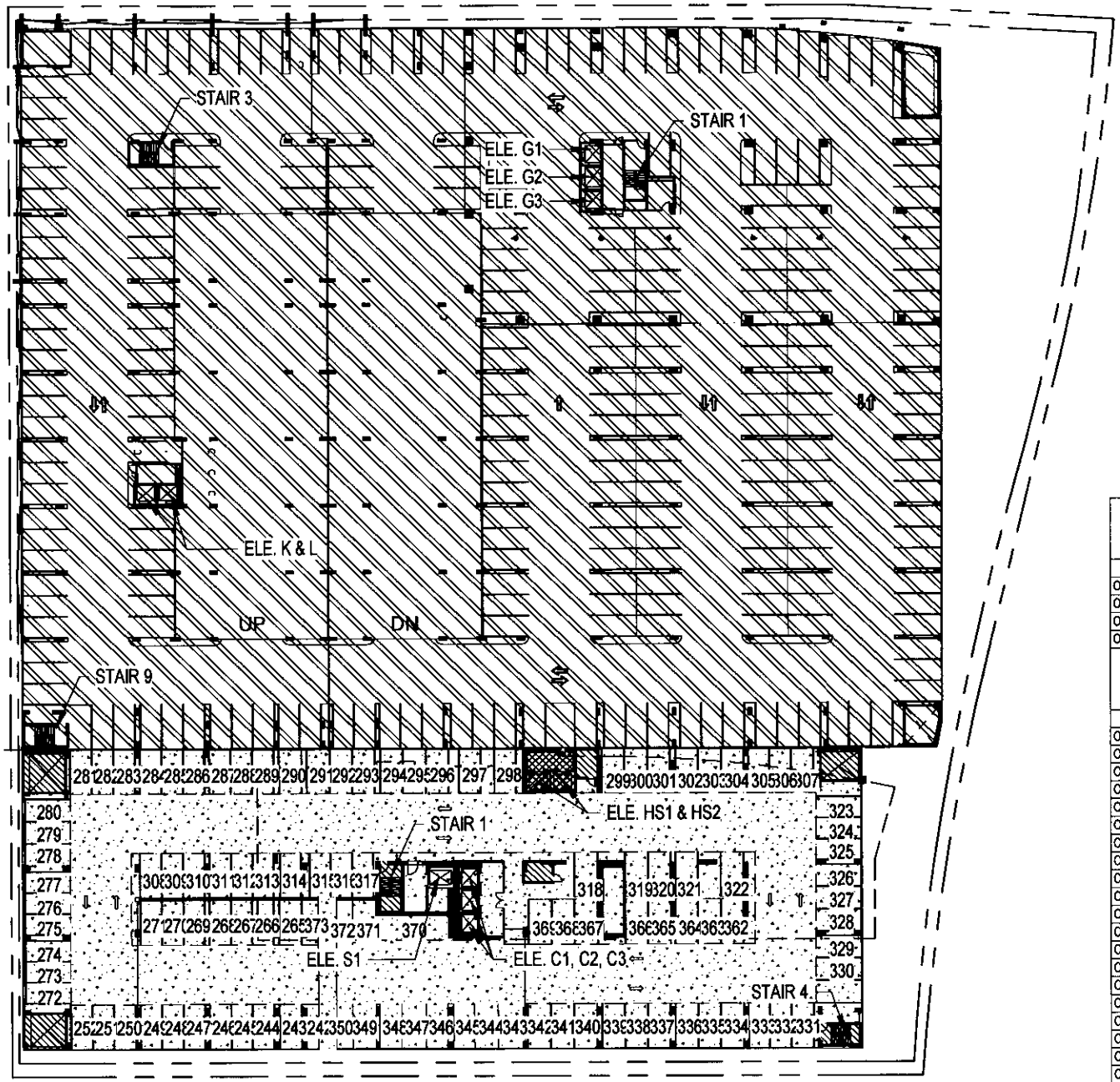
ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	124,140
RESIDENTIAL MASTER UNIT LCE	19,200
HOTEL MASTER UNIT LCE	344
COMMON ELEMENT	1,355
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

FLOOR PLAN PARKING LEVEL P6



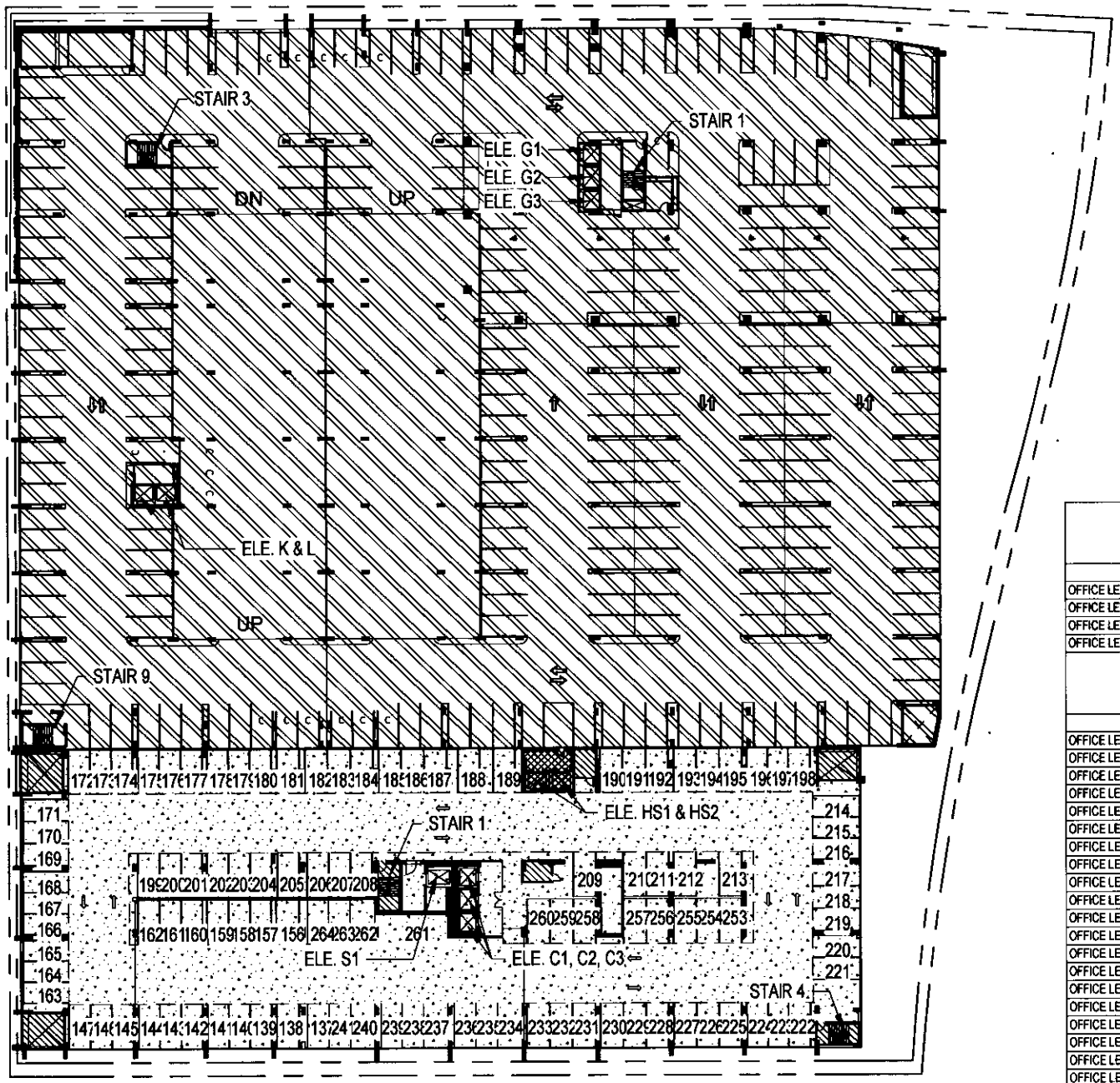
ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	105,349
RESIDENTIAL MASTER UNIT LCE	37,544
HOTEL MASTER UNIT LCE	344
COMMON ELEMENT	1,355
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 6"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

FLOOR PLAN PARKING LEVEL P5



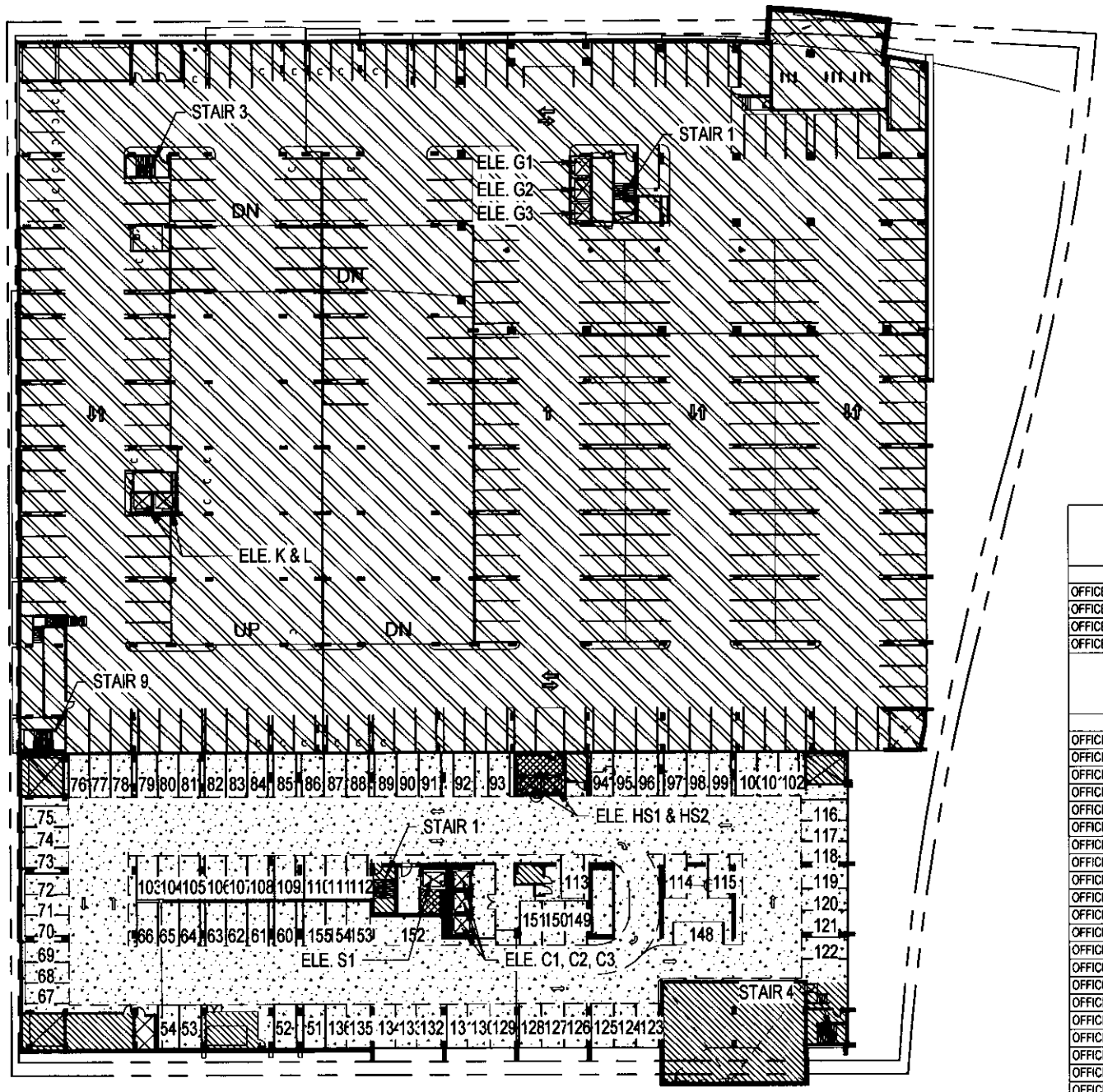
ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	105,349
RESIDENTIAL MASTER UNIT LCE	37,544
HOTEL MASTER UNIT LCE	344
COMMON ELEMENT	1,355
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

FLOOR PLAN PARKING LEVEL P4



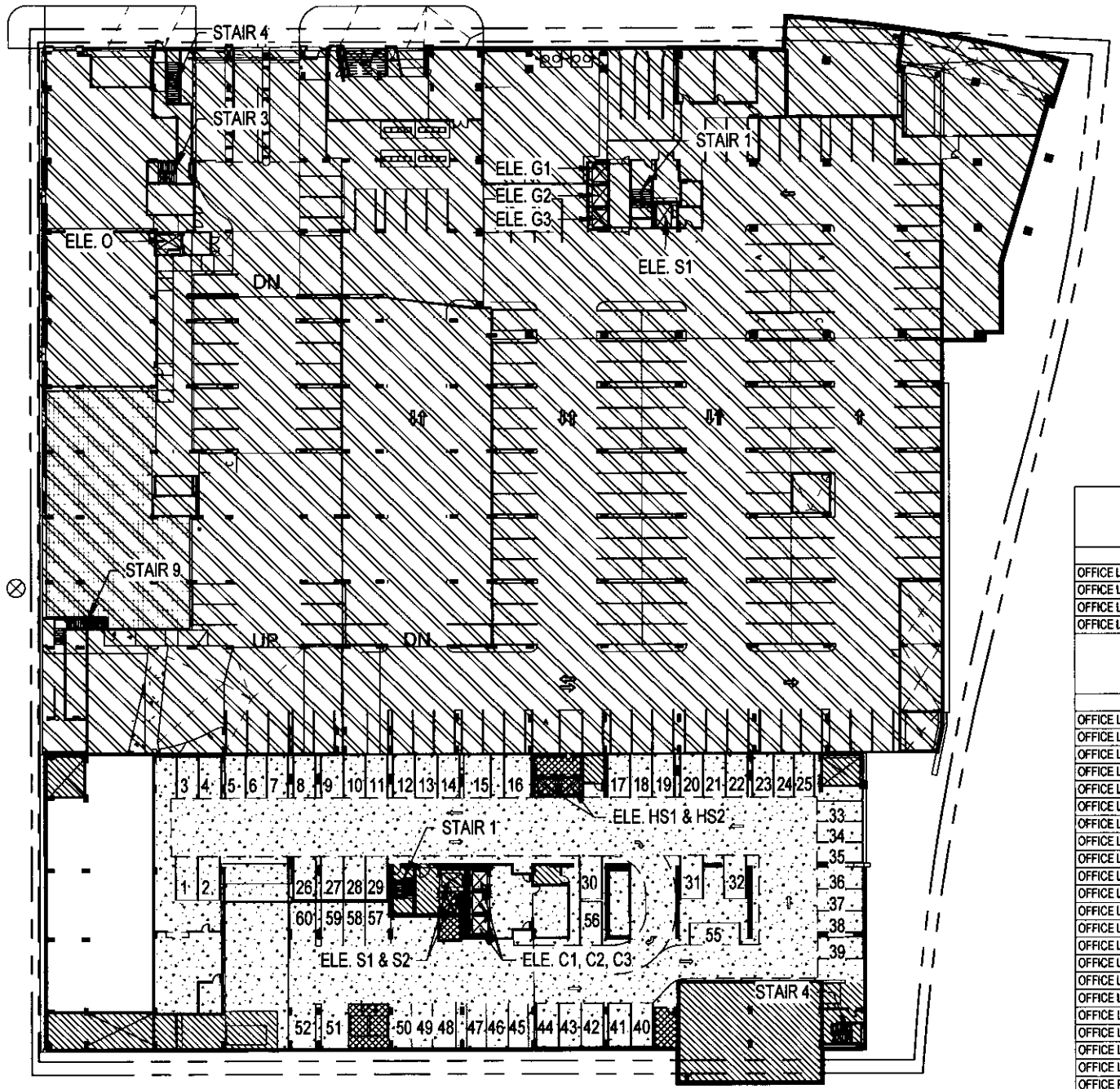
ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	106,087
RESIDENTIAL MASTER UNIT LCE	34,833
HOTEL MASTER UNIT LCE	344
COMMON ELEMENT	4,798
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

FLOOR PLAN PARKING LEVEL P3



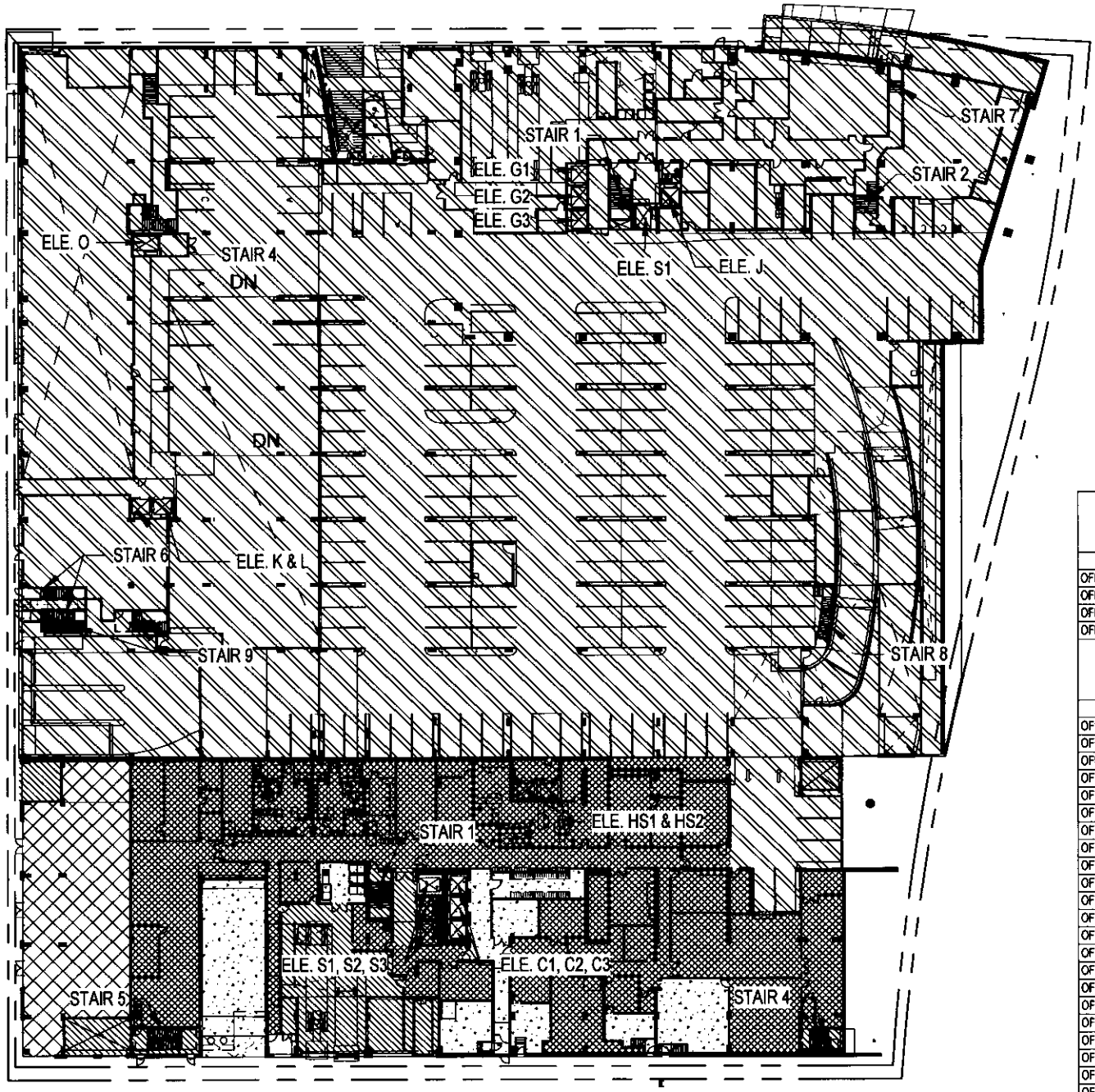
FLOOR PLAN PARKING LEVEL P2

ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	110,545
RESIDENTIAL MASTER UNIT LCE	29,964
HOTEL MASTER UNIT LCE	344
COMMON ELEMENT	4,798
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"



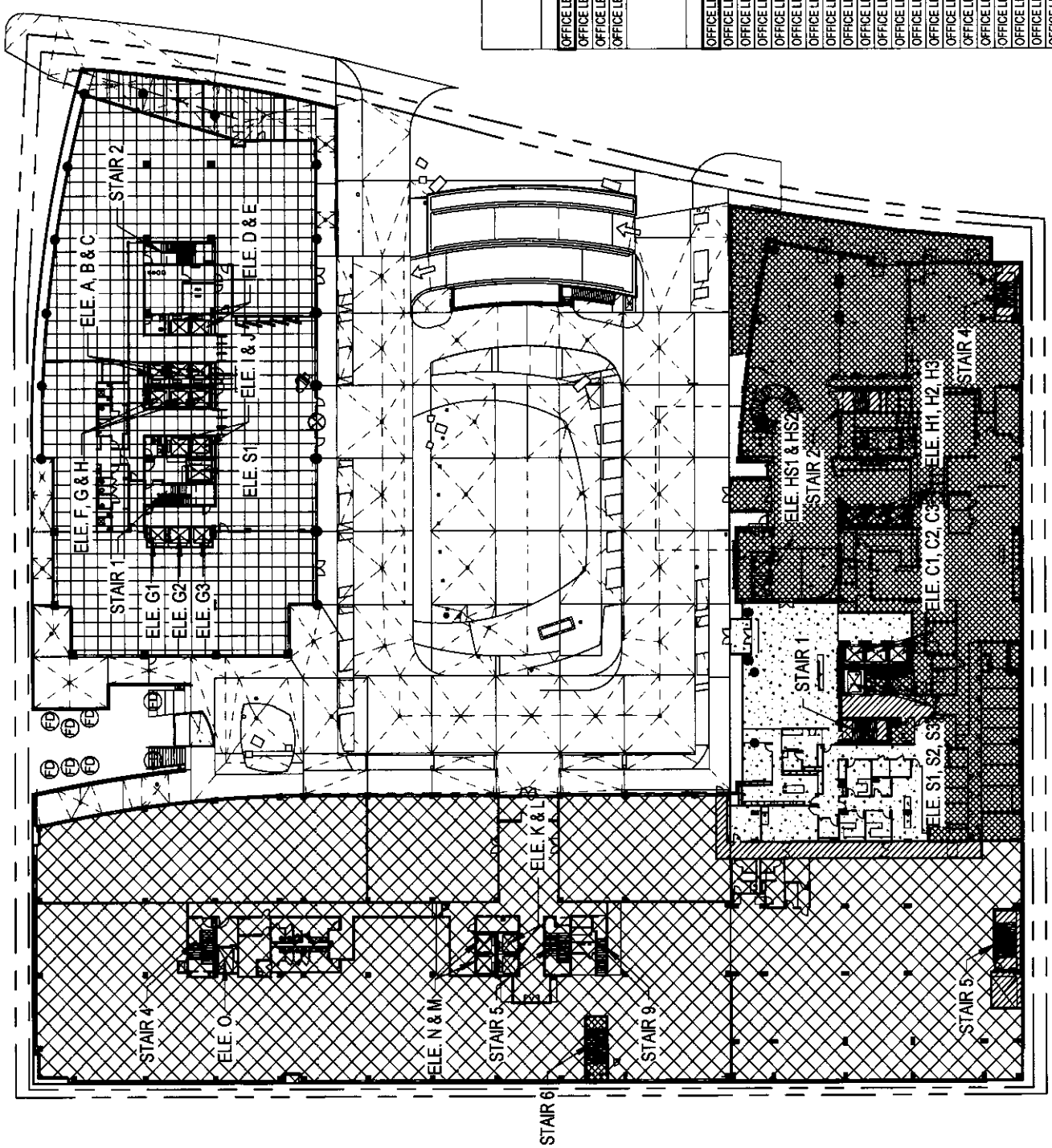
ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	114,943
RESIDENTIAL MASTER UNIT LCE	6,229
HOTEL MASTER UNIT LCE	22,204
COMMON ELEMENT	4,741
CREATIVE OFFICE RETAIL MASTER UNIT LCE	4,543
OFFICE MASTER UNIT LCE	

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

FLOOR PLAN PARKING LEVEL P1



GROUND FLOOR LEVEL 1

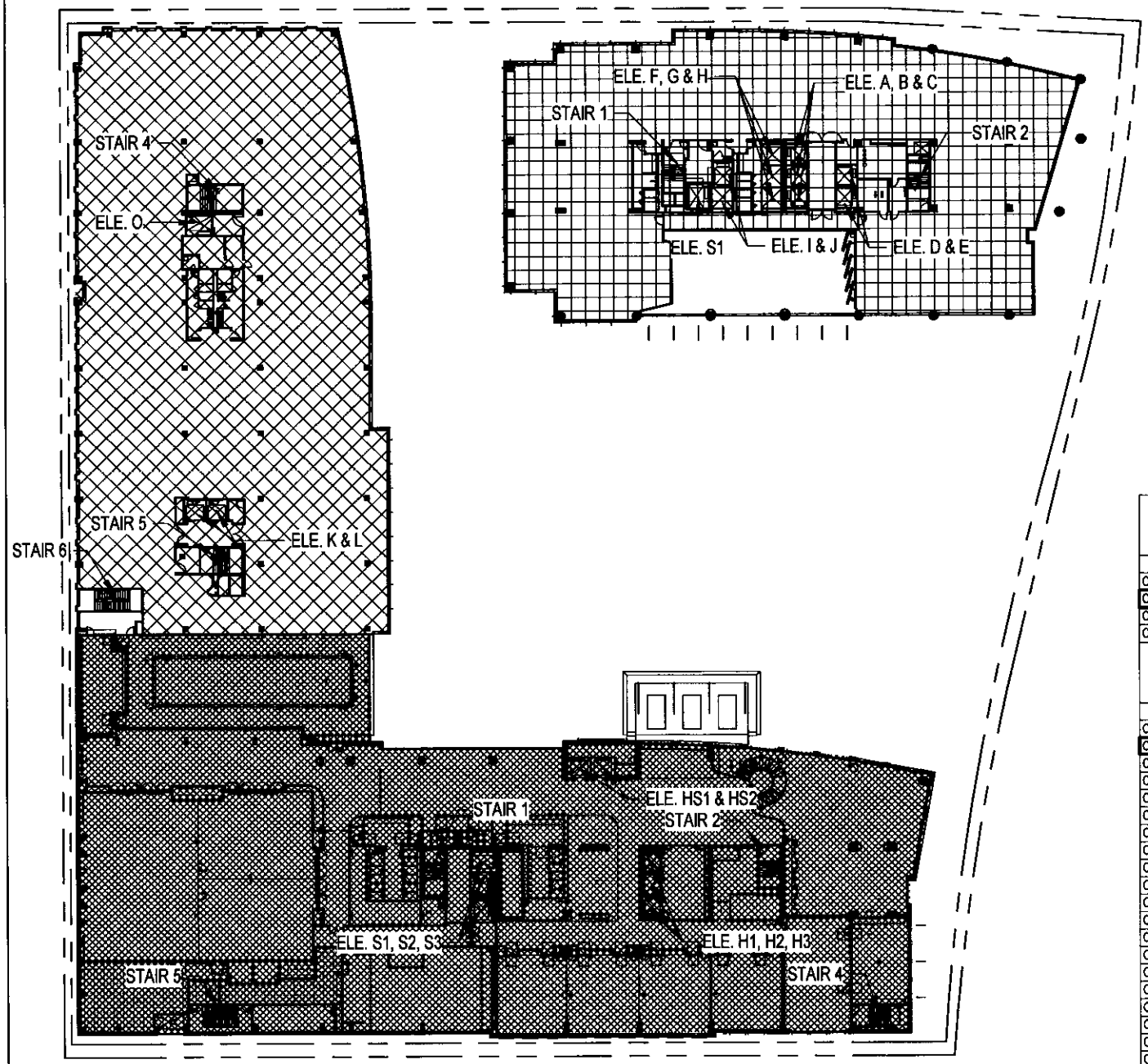
E-8

ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	6,510
HOTEL MASTER UNIT LCE	22,302
COMMON ELEMENT	2,449
CREATIVE OFFICE RETAIL MASTER UNIT LCE	44,490
OFFICE MASTER UNIT LCE	25,254

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"



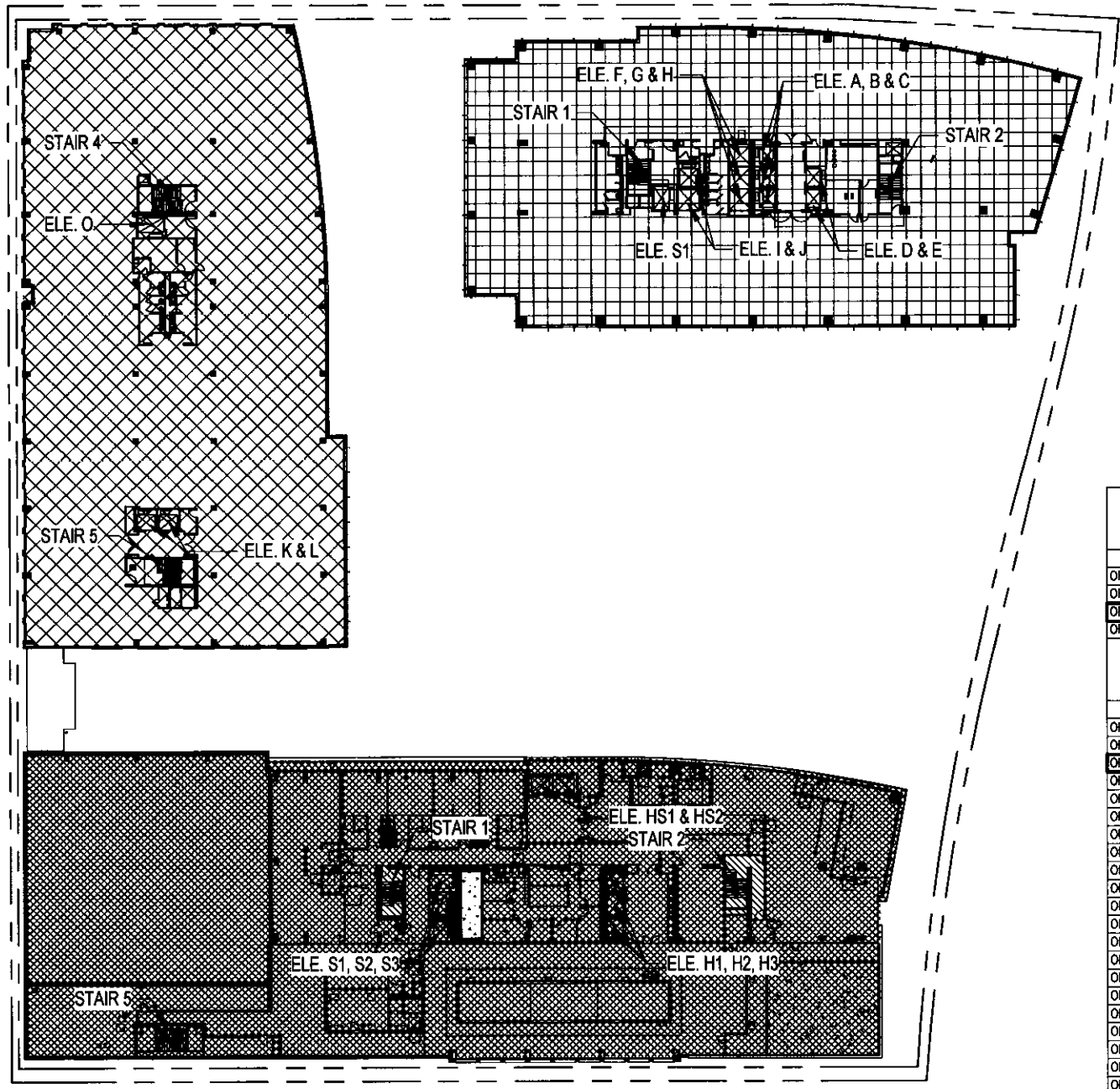
LEVEL 2

ELEMENTS LEGEND	SQFT
PARKING UNIT MASTER LCE	
RESIDENTIAL MASTER UNIT LCE	
HOTEL MASTER UNIT LCE	45,368
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	29,560
OFFICE MASTER UNIT LCE	21,714

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"



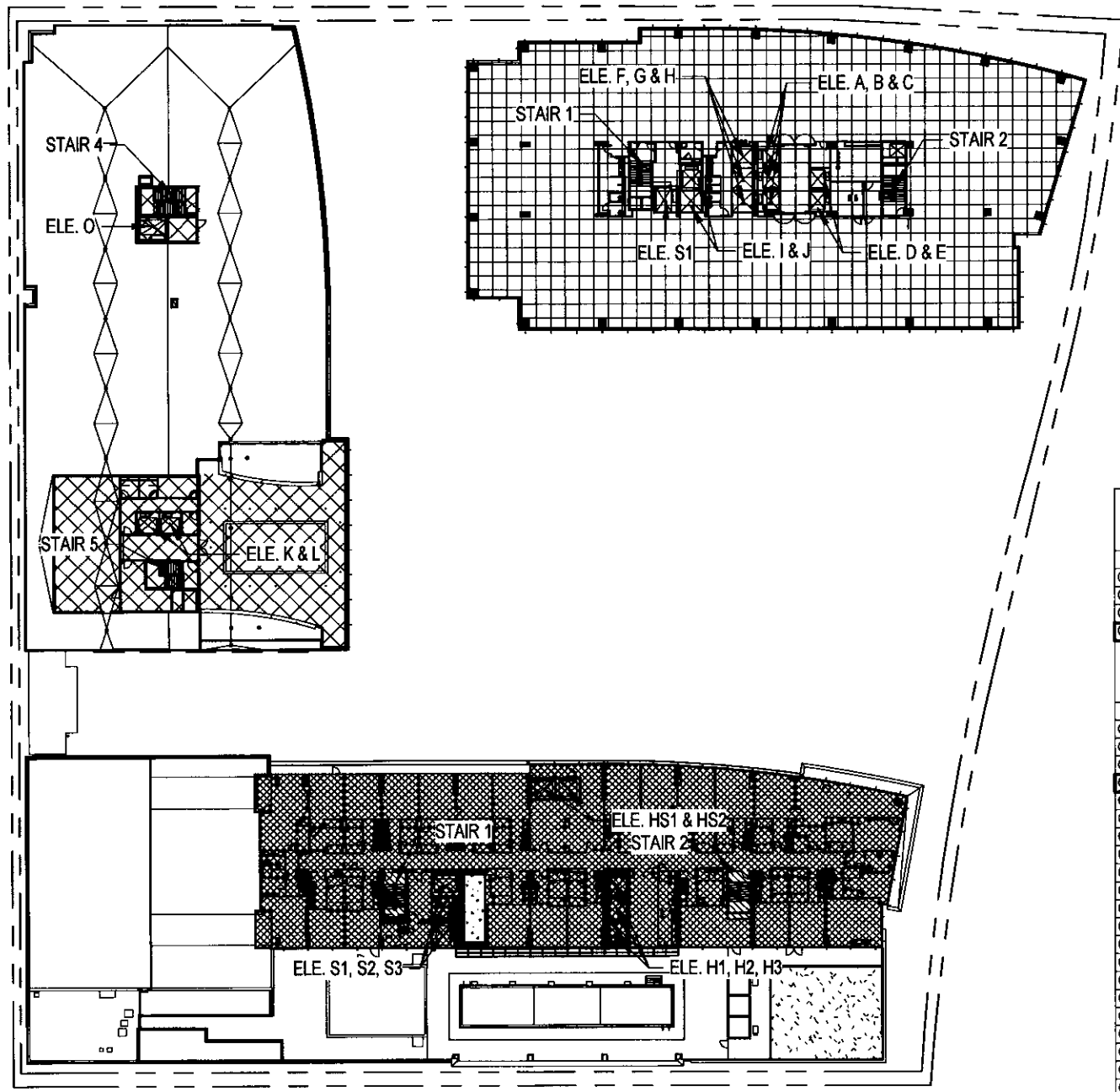
LEVEL 3

ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	260
HOTEL MASTER UNIT LCE	40,403
COMMON ELEMENT	624
CREATIVE OFFICE RETAIL MASTER UNIT LCE	30,078
OFFICE MASTER UNIT LCE	25,749

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
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OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
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CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"



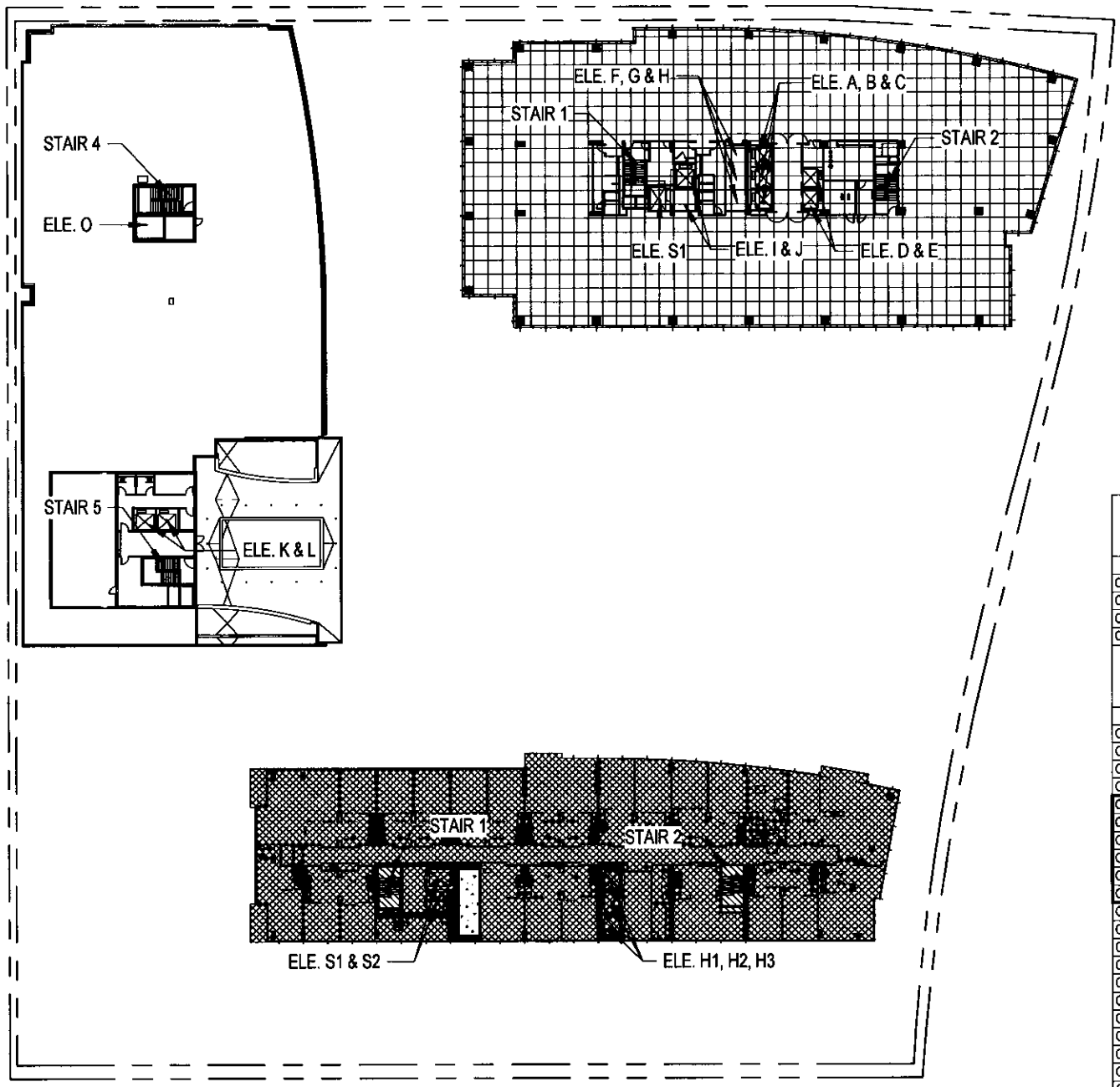
LEVEL 4

ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	260
HOTEL MASTER UNIT LCE	16,879
COMMON ELEMENT	419
CREATIVE OFFICE RETAIL MASTER UNIT LCE	7,110
OFFICE MASTER UNIT LCE	25,749

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
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OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"



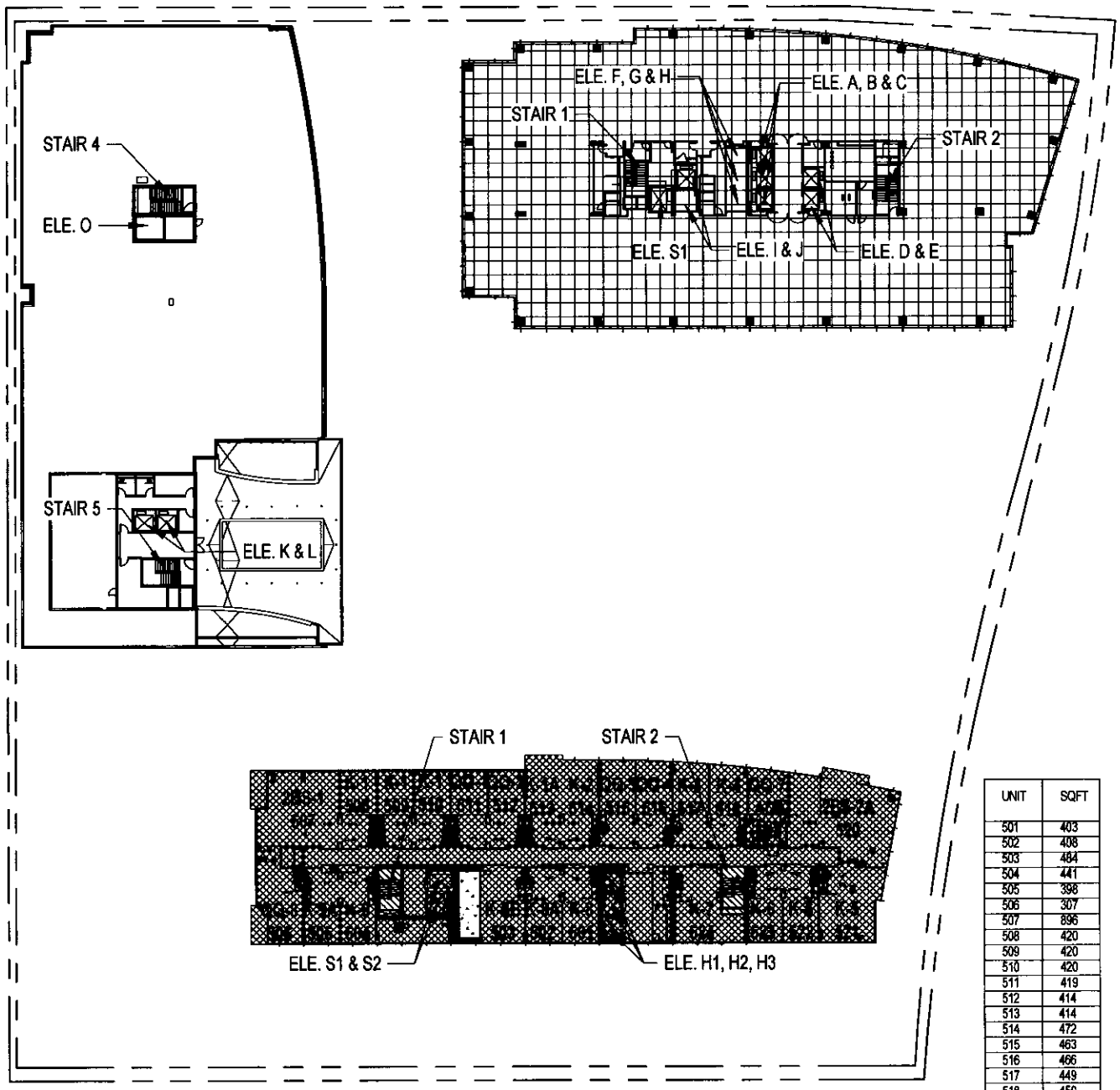
ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	260
HOTEL MASTER UNIT LCE	16,979
COMMON ELEMENT	419
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

TYPICAL HOTEL & OFFICE LEVEL



HOTEL LEVEL 05

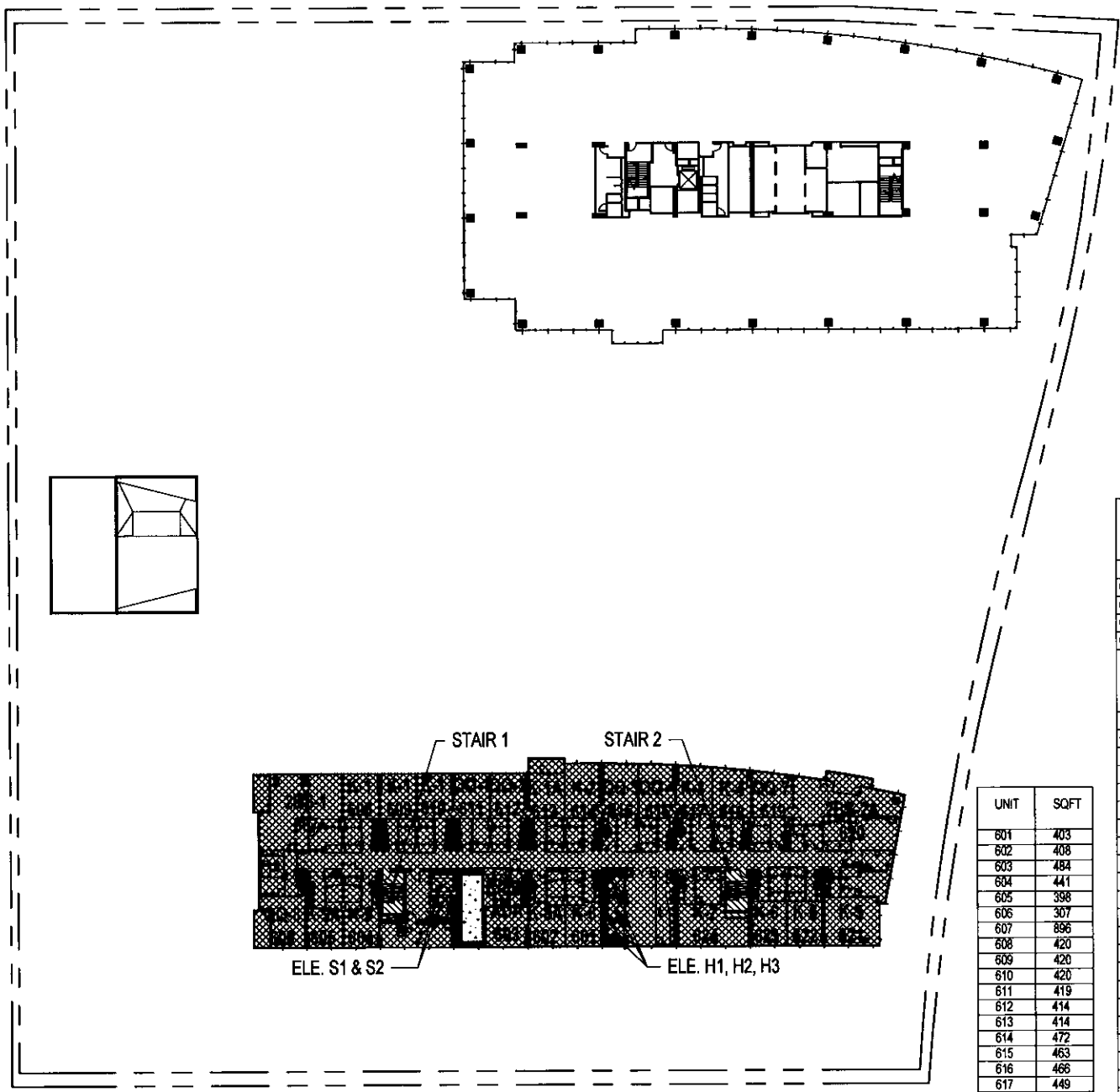
ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	260
HOTEL MASTER UNIT LCE	16,979
COMMON ELEMENT	419
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

UNIT	SQFT
501	403
502	408
503	484
504	441
505	398
506	307
507	896
508	420
509	420
510	420
511	419
512	414
513	414
514	472
515	463
516	466
517	449
518	450
519	437
520	1,122
521	660
522	401
523	401
524	602

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 6"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	260
HOTEL MASTER UNIT LCE	16,979
COMMON ELEMENT	419
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

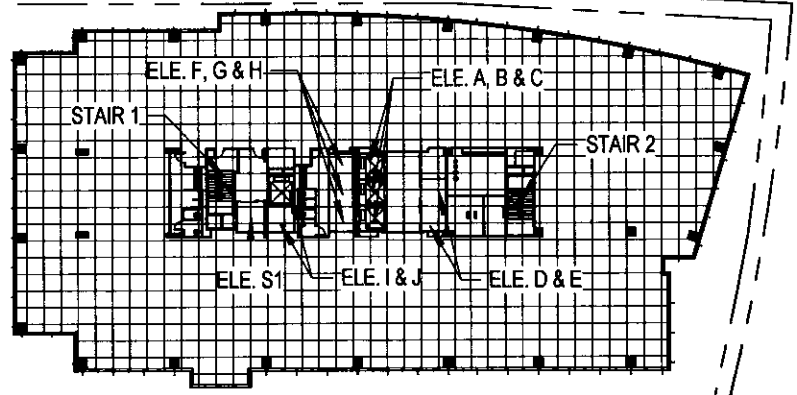
UNIT	SQFT
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602	408
603	484
604	441
605	398
606	307
607	896
608	420
609	420
610	420
611	419
612	414
613	414
614	472
615	463
616	466
617	449
618	450
619	437
620	1,122
621	660
622	401
623	401
624	602

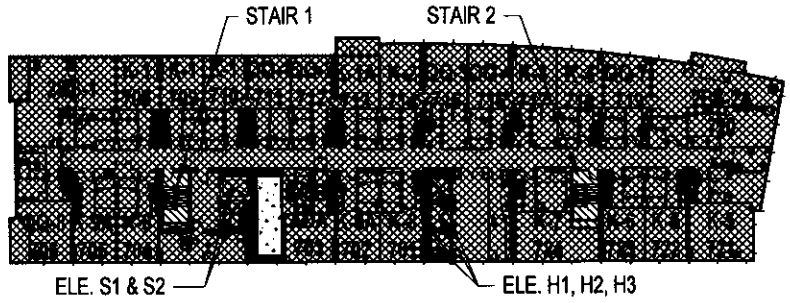
Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

HOTEL LEVEL 06





ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	260
HOTEL MASTER UNIT LCE	16,979
COMMON ELEMENT	419
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,856

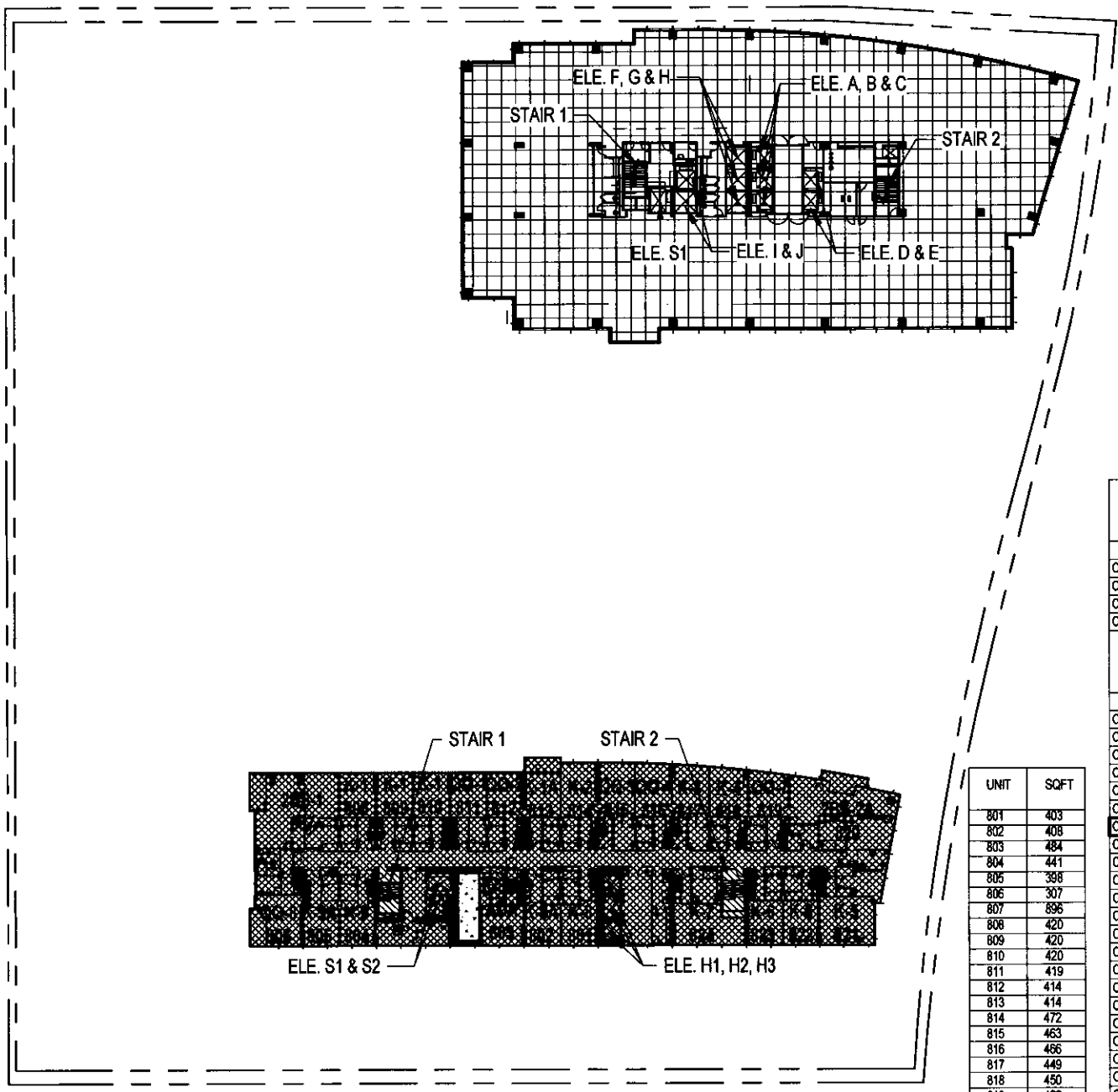
UNIT	SQFT
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702	408
703	484
704	441
705	398
706	307
707	896
708	420
709	420
710	420
711	419
712	414
713	414
714	472
715	463
716	466
717	449
718	450
719	437
720	1,122
721	660
722	401
723	401
724	602

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

HOTEL LEVEL 07



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	260
HOTEL MASTER UNIT LCE	16,979
COMMON ELEMENT	419
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,856

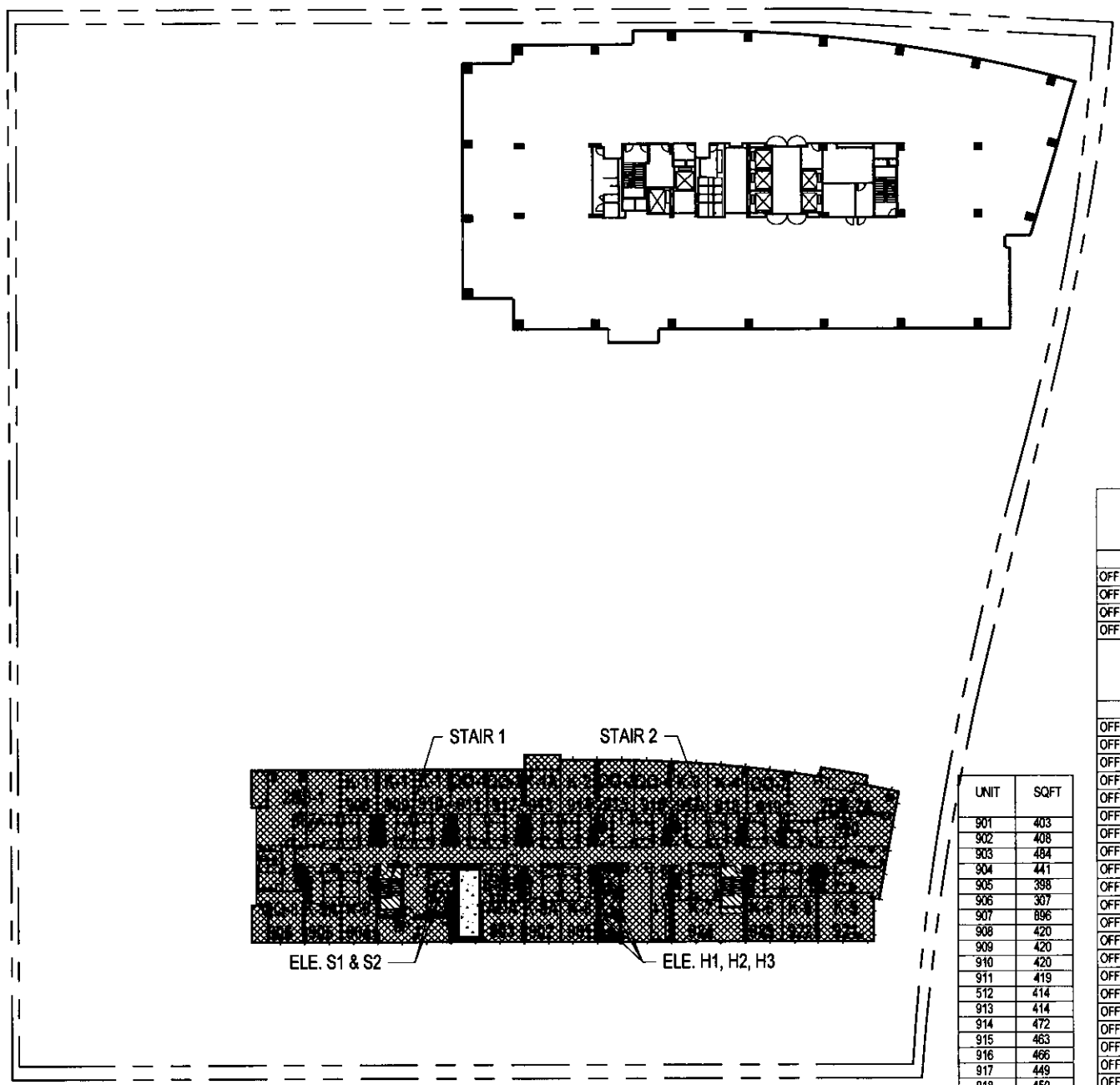
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802	408
803	484
804	441
805	398
806	307
807	896
808	420
809	420
810	420
811	419
812	414
813	414
814	472
815	463
816	466
817	449
818	450
819	422
820	1,122
821	660
822	401
823	401
824	602

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
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OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
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HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
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HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

HOTEL LEVEL 08



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	260
HOTEL MASTER UNIT LCE	16,979
COMMON ELEMENT	419
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

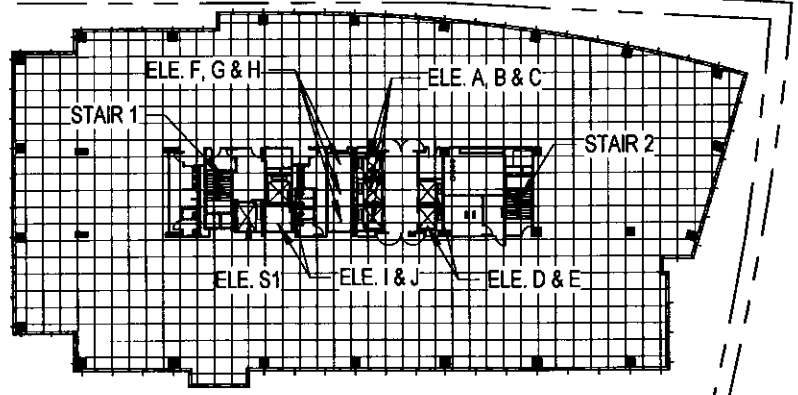
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902	408
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904	441
905	398
906	307
907	896
908	420
909	420
910	420
911	419
512	414
913	414
914	472
915	463
916	466
917	449
918	450
919	422
920	1,122
921	660
922	401
923	401
924	602

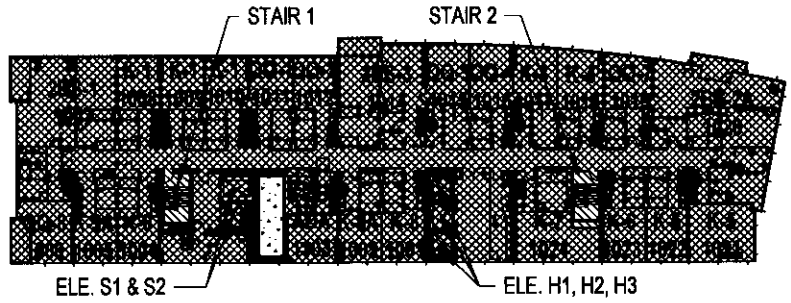
Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

HOTEL LEVEL 09





HOTEL LEVEL 10

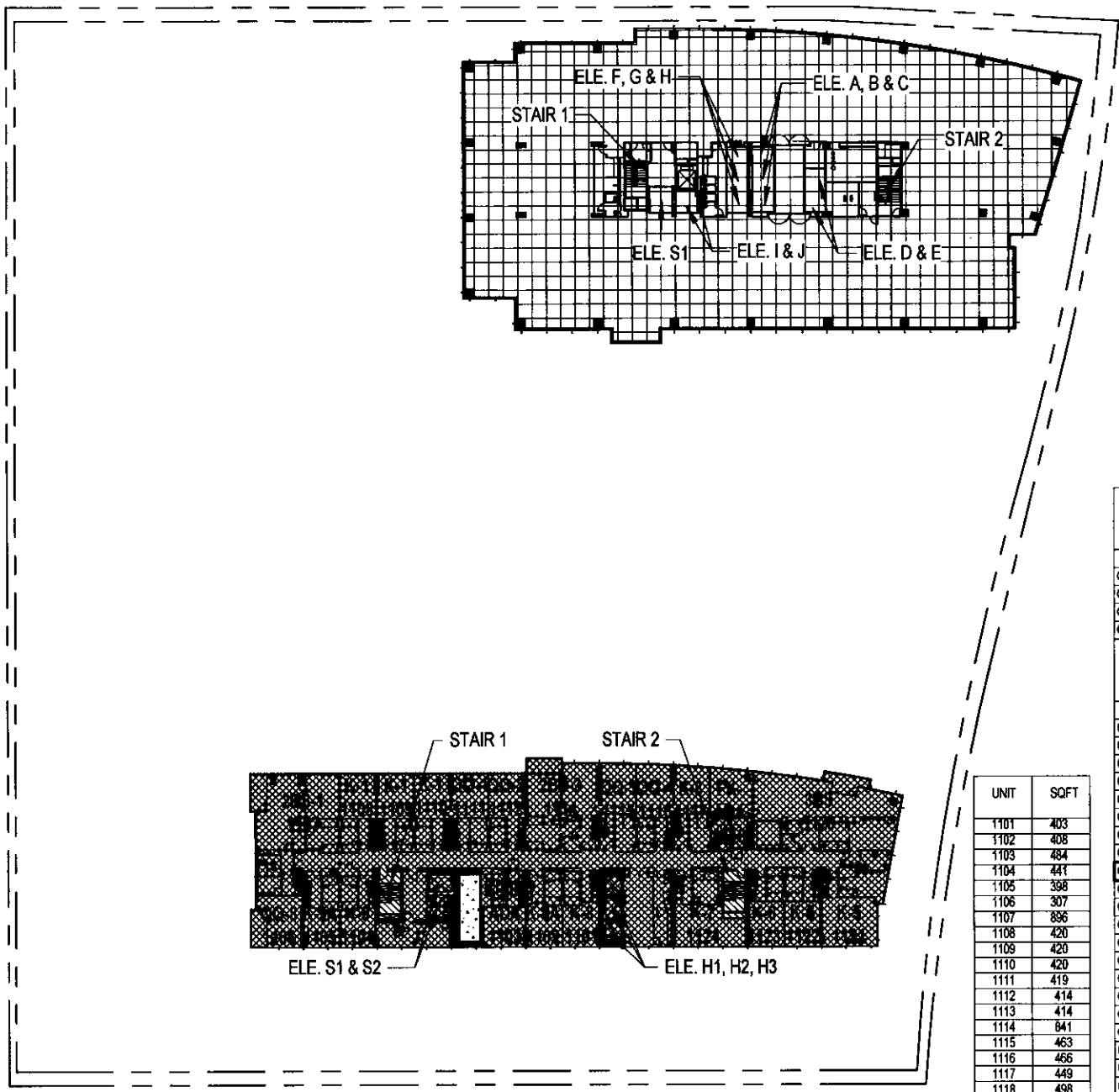
ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	260
HOTEL MASTER UNIT LCE	16,979
COMMON ELEMENT	419
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,856

UNIT	SQFT
1001	403
1002	408
1003	484
1004	441
1005	398
1006	307
1007	896
1008	420
1009	420
1010	420
1011	419
1012	414
1014	841
1015	463
1016	466
1017	449
1018	450
1019	437
1020	1,122
1021	660
1022	401
1023	401
1024	602

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	260
HOTEL MASTER UNIT LCE	16,979
COMMON ELEMENT	419
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,856

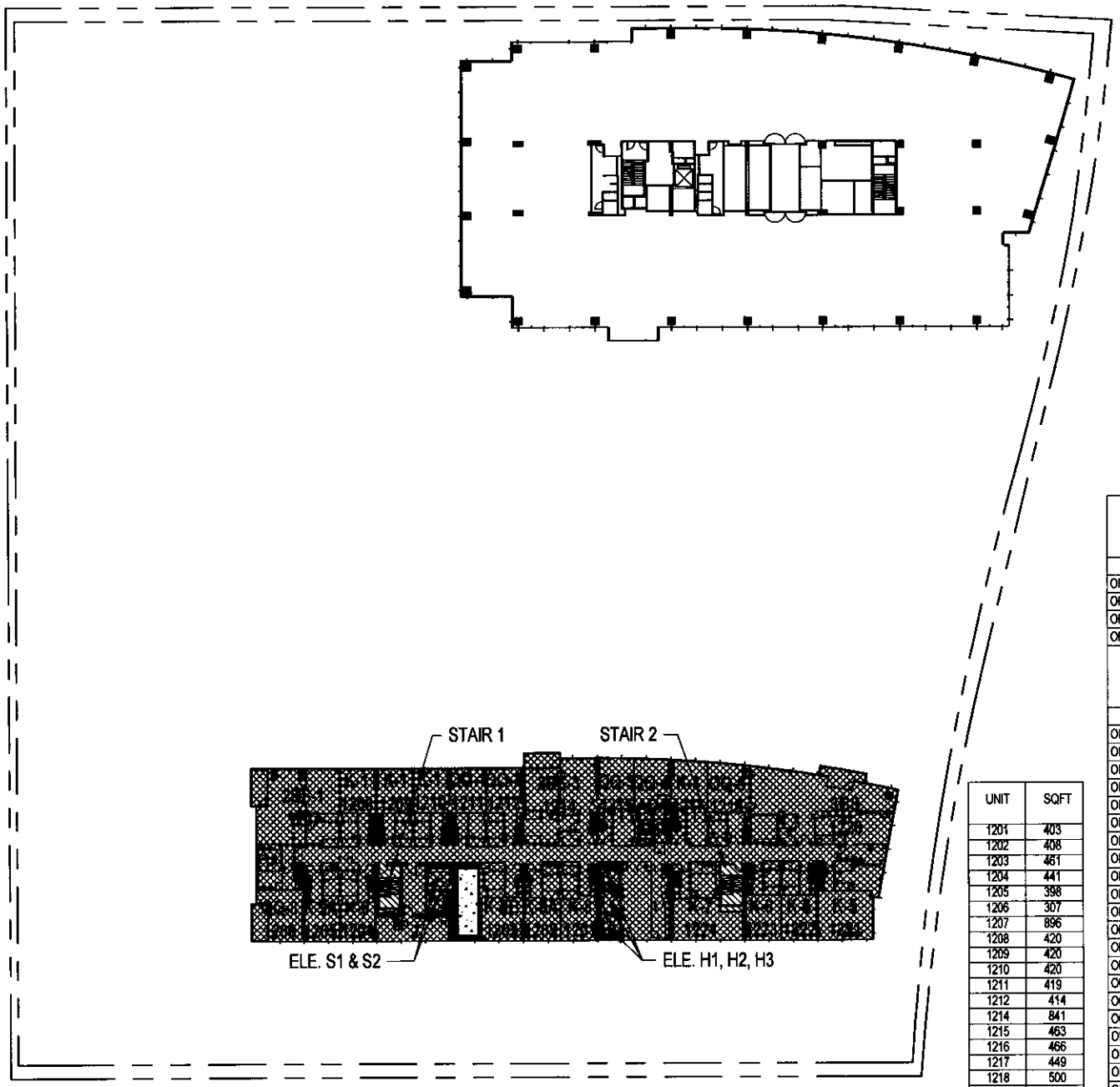
UNIT	SQFT
1101	403
1102	408
1103	484
1104	441
1105	398
1106	307
1107	896
1108	420
1109	420
1110	420
1111	419
1112	414
1113	414
1114	841
1115	463
1116	466
1117	449
1118	498
1120	1,527
1121	660
1122	401
1123	401
1124	602

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

HOTEL LEVEL 11



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	260
HOTEL MASTER UNIT LCE	16,979
COMMON ELEMENT	419
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

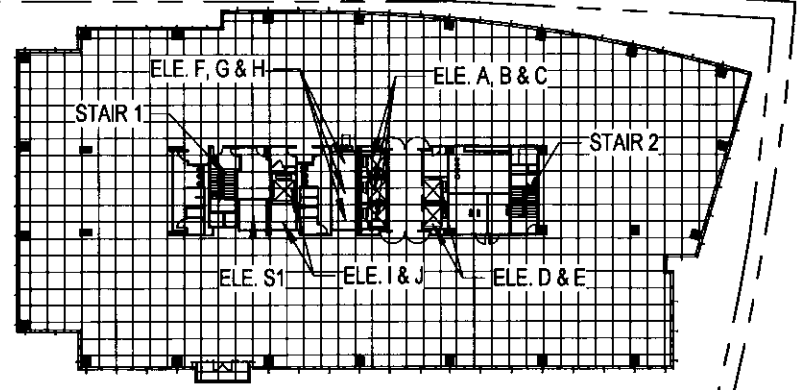
UNIT	SQFT
1201	403
1202	408
1203	461
1204	441
1205	398
1206	307
1207	896
1208	420
1209	420
1210	420
1211	419
1212	414
1214	841
1215	463
1216	466
1217	449
1218	500
1220	1,527
1221	660
1222	401
1223	401
1224	602

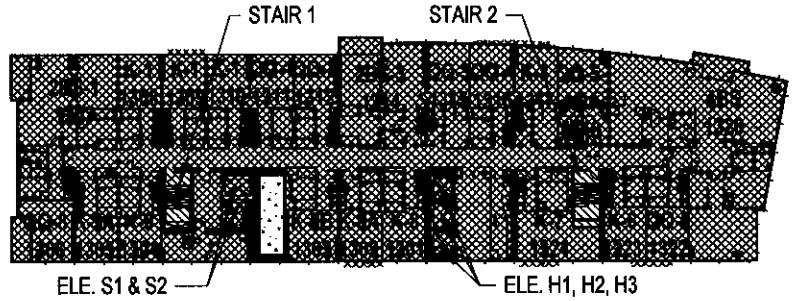
Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

HOTEL LEVEL 12





ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	260
HOTEL MASTER UNIT LCE	16,979
COMMON ELEMENT	419
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,856

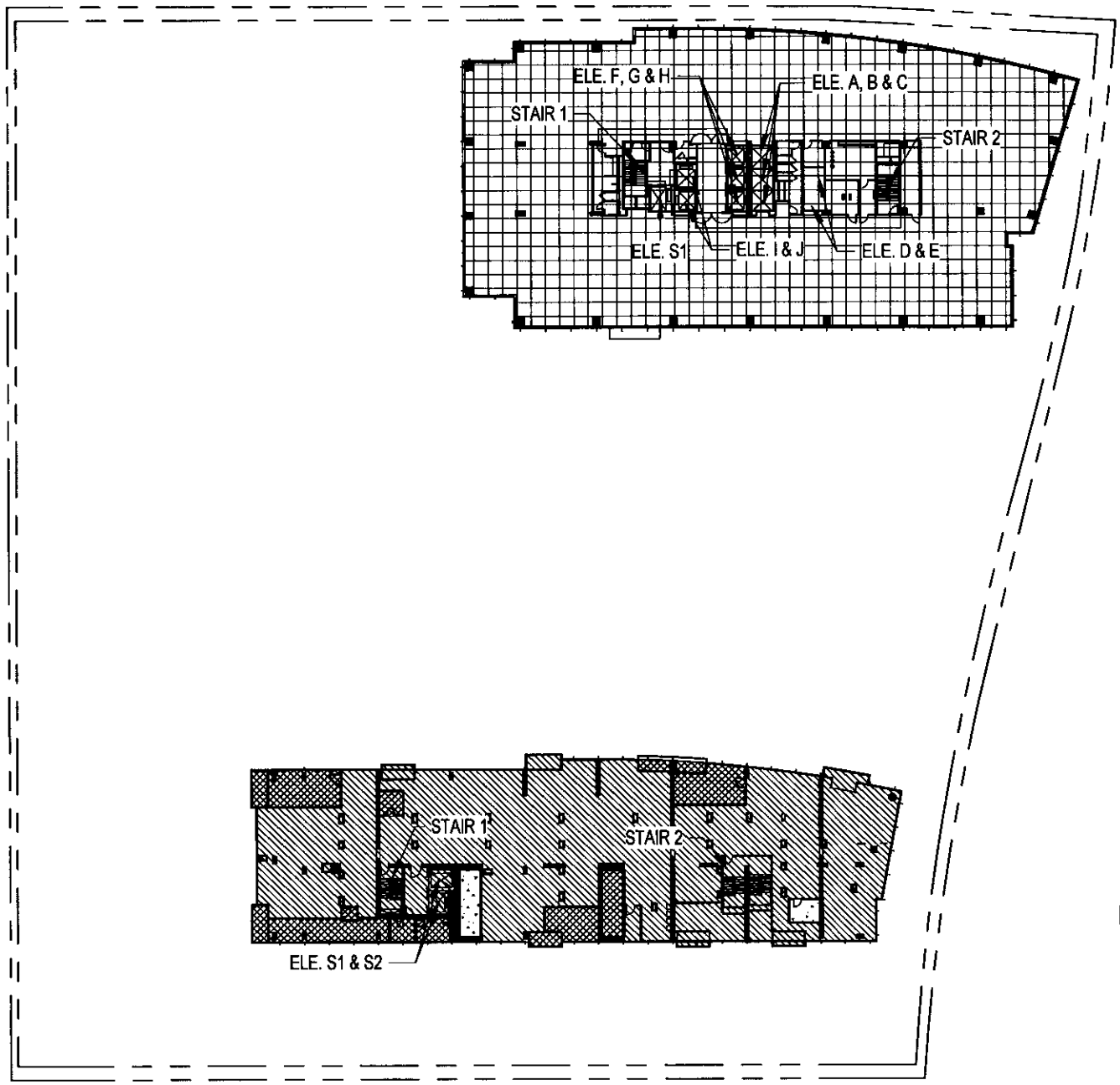
UNIT	SQFT
1301	403
1302	408
1303	461
1304	441
1305	398
1306	307
1307	896
1308	420
1309	420
1310	420
1311	419
1312	414
1314	841
1315	463
1316	466
1317	449
1318	500
1320	2,238
1322	403
1323	401
1324	602

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

HOTEL LEVEL 13



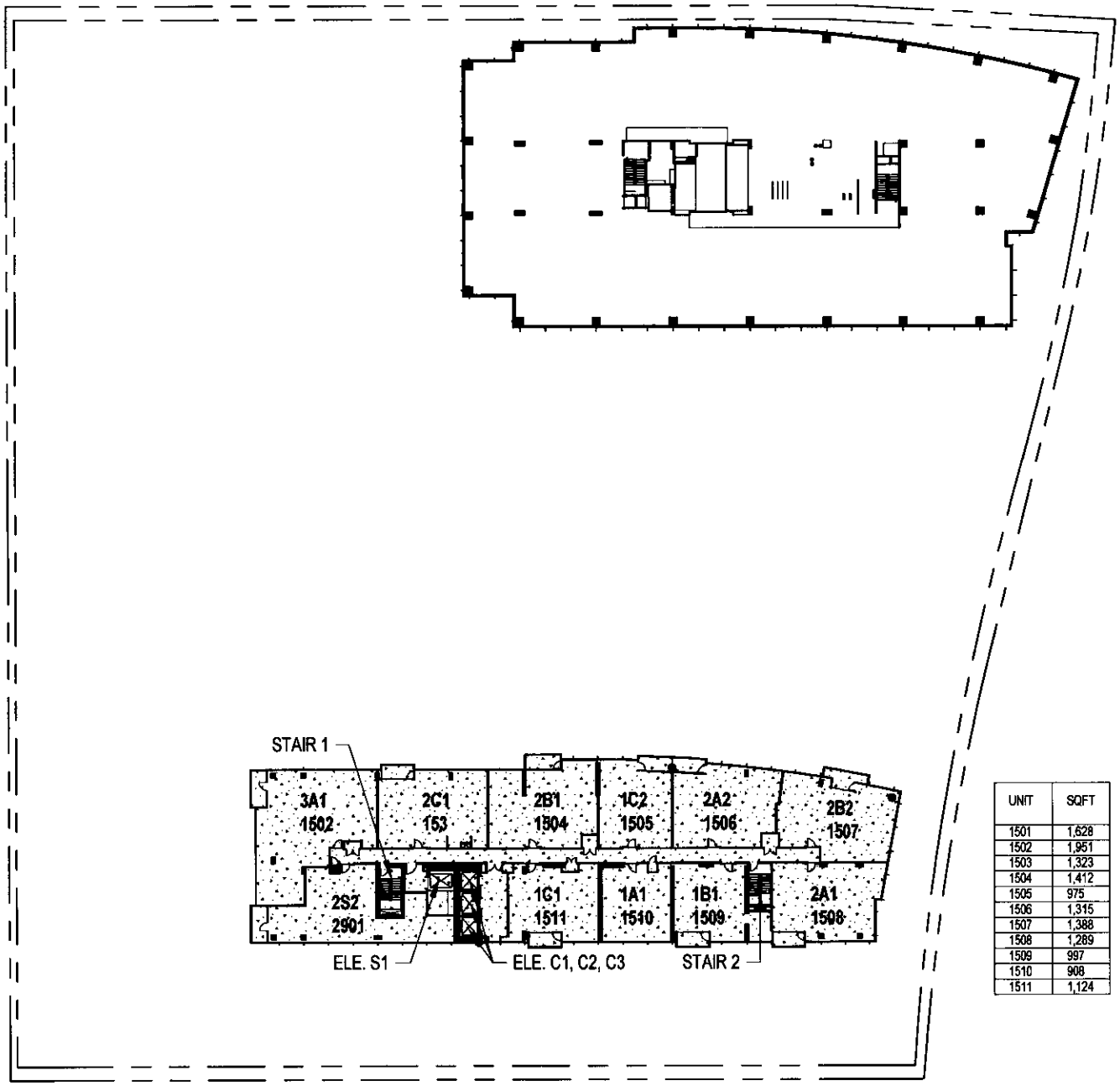
ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	384
HOTEL MASTER UNIT LCE	2,703
COMMON ELEMENT	14,459
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
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OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

HOTEL & CONDO INTERSTITIAL LEVEL & OFFICE LEVEL 11



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

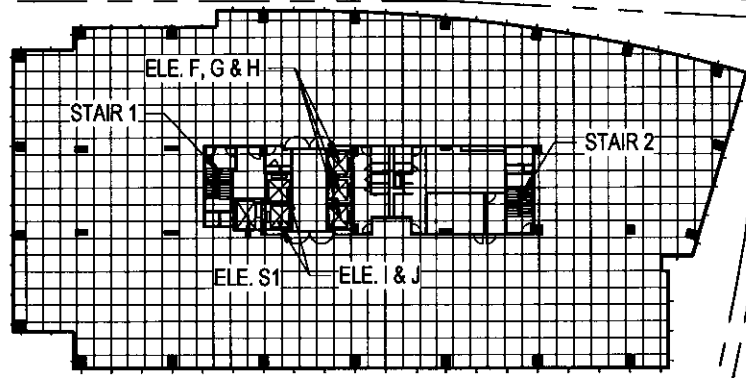
UNIT	SQFT
1501	1,628
1502	1,951
1503	1,323
1504	1,412
1505	975
1506	1,315
1507	1,388
1508	1,289
1509	997
1510	908
1511	1,124

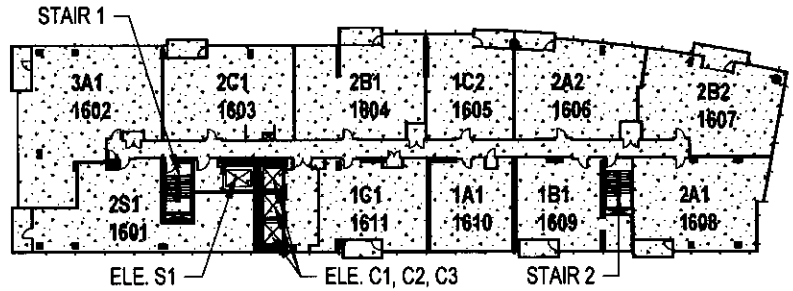
Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 15





ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

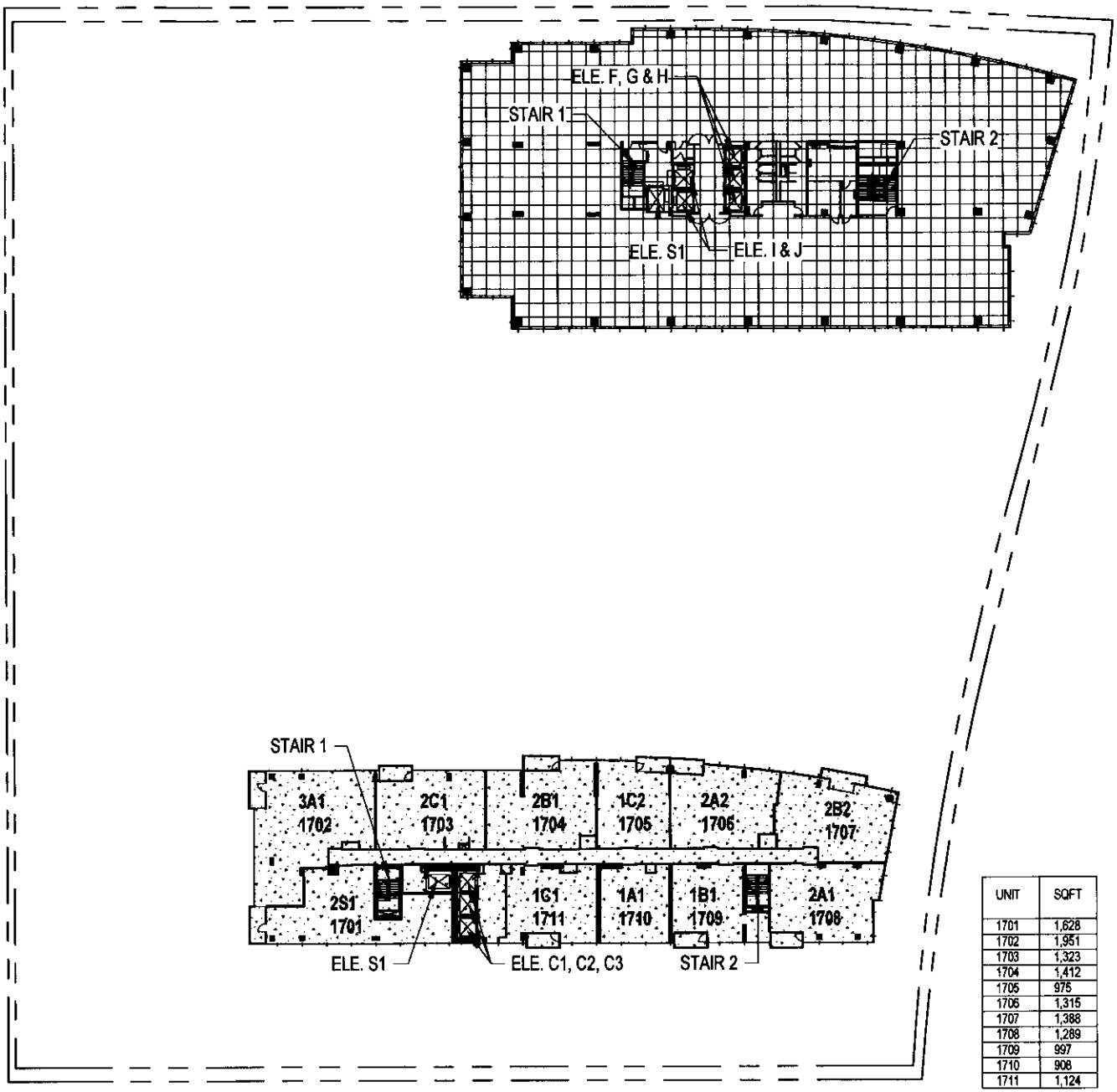
UNIT	SQFT
1601	1,628
1602	1,951
1603	1,323
1604	1,412
1605	975
1606	1,315
1607	1,388
1608	1,289
1609	997
1610	908
1611	1,124

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
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HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
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CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 16



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

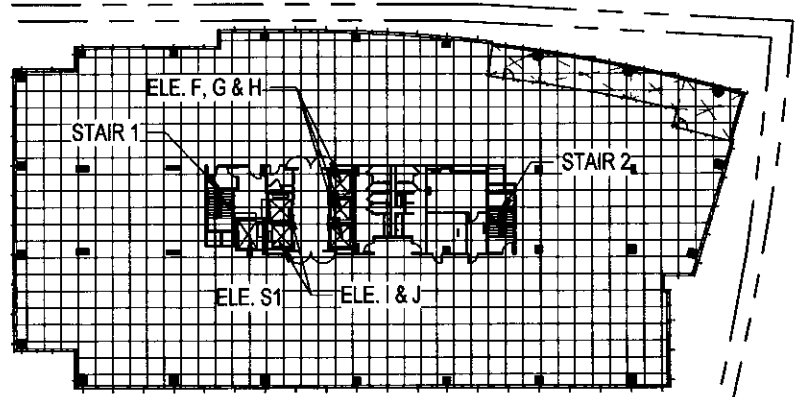
UNIT	SQFT
1701	1,628
1702	1,951
1703	1,323
1704	1,412
1705	975
1706	1,315
1707	1,388
1708	1,289
1709	997
1710	908
1711	1,124

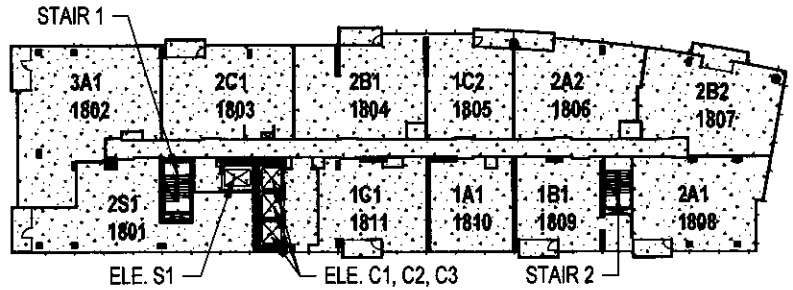
Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
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OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 17





ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

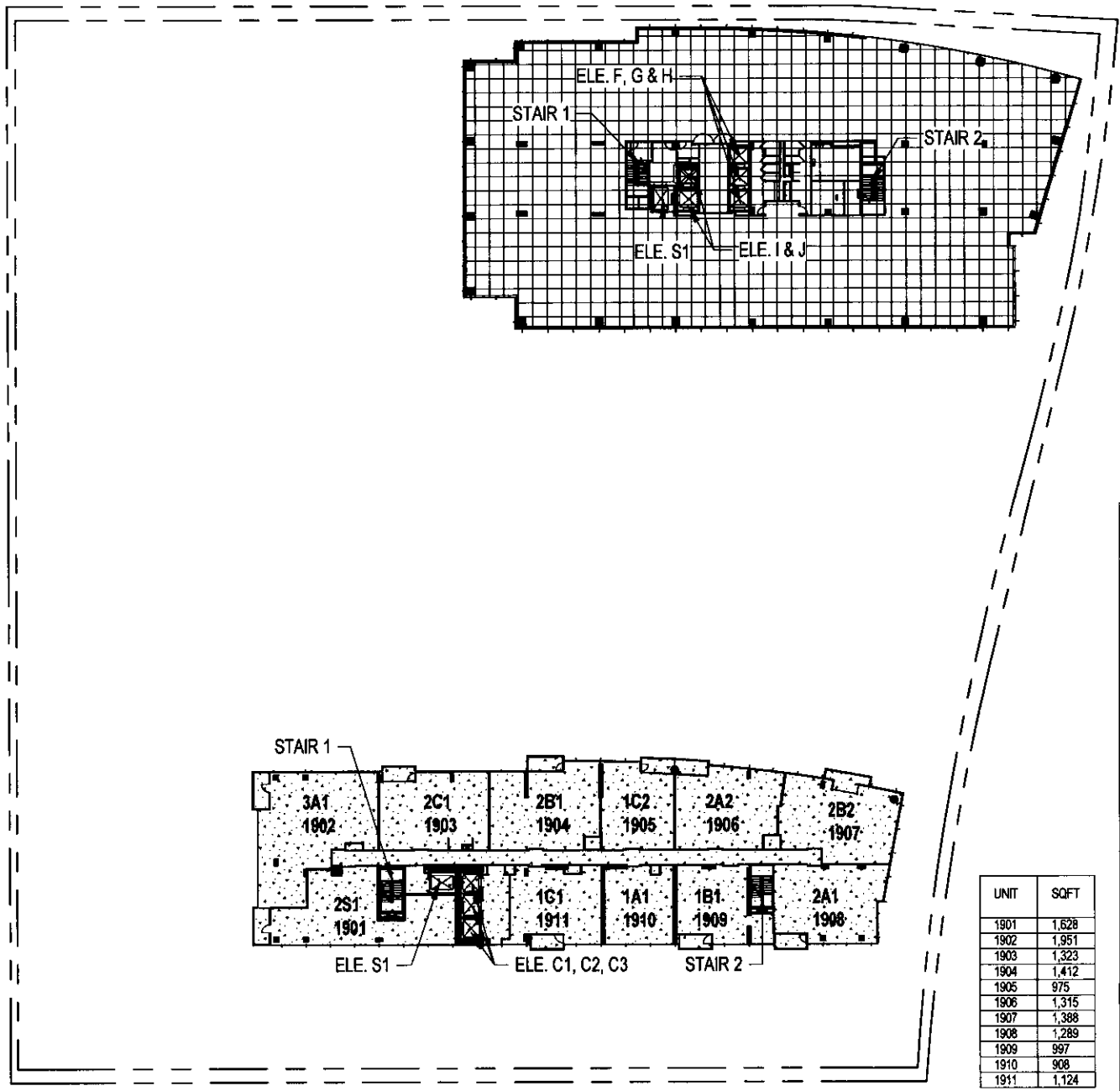
UNIT	SQFT
1801	1,628
1802	1,951
1803	1,323
1804	1,412
1805	975
1806	1,315
1807	1,388
1808	1,289
1809	997
1810	908
1811	1,124

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
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CONDO LEVEL 18	704' - 6"
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CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
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CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 18



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

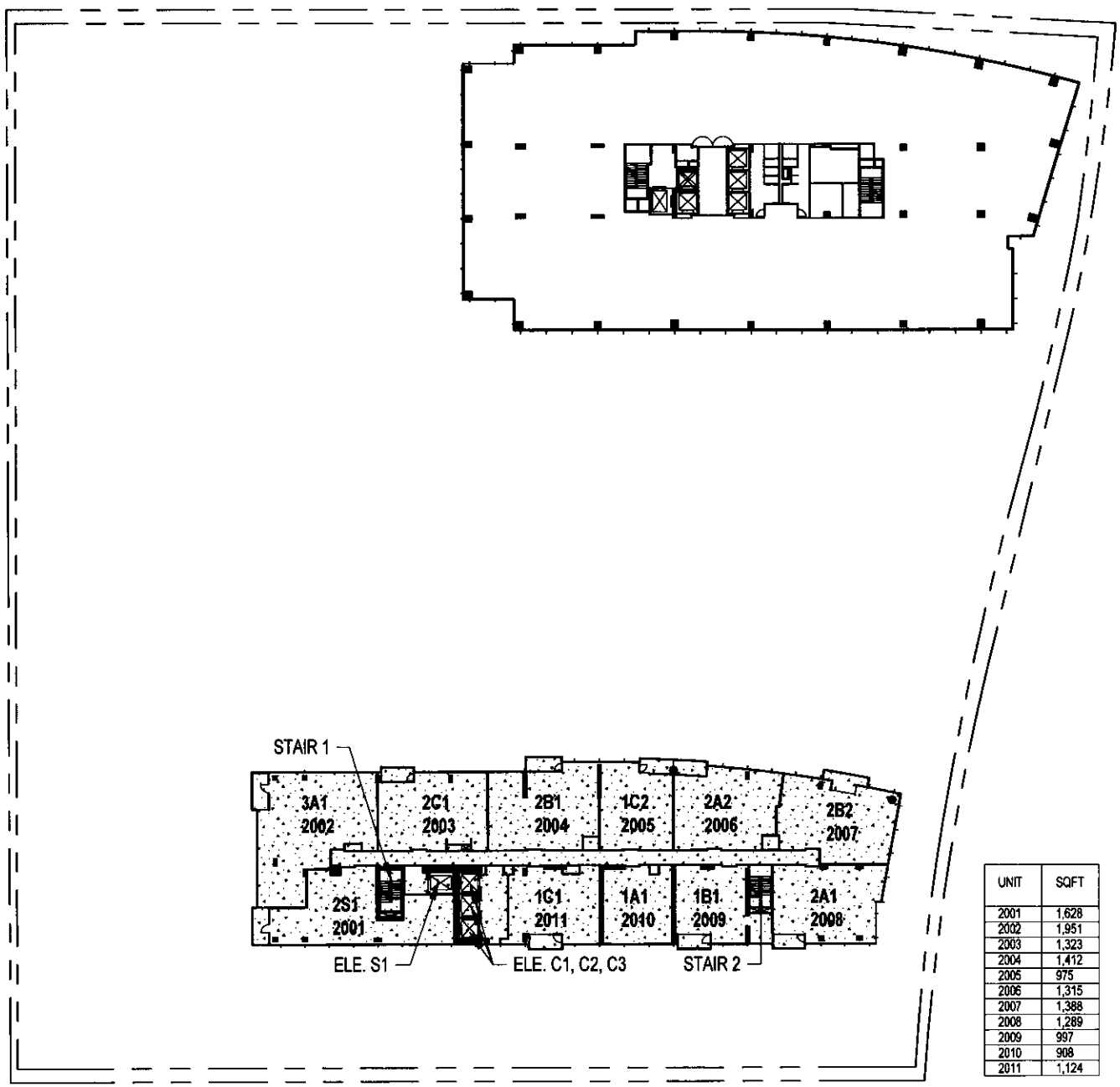
UNIT	SQFT
1901	1,628
1902	1,951
1903	1,323
1904	1,412
1905	975
1906	1,315
1907	1,388
1908	1,289
1909	997
1910	908
1911	1,124

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
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OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
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OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
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CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 19



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

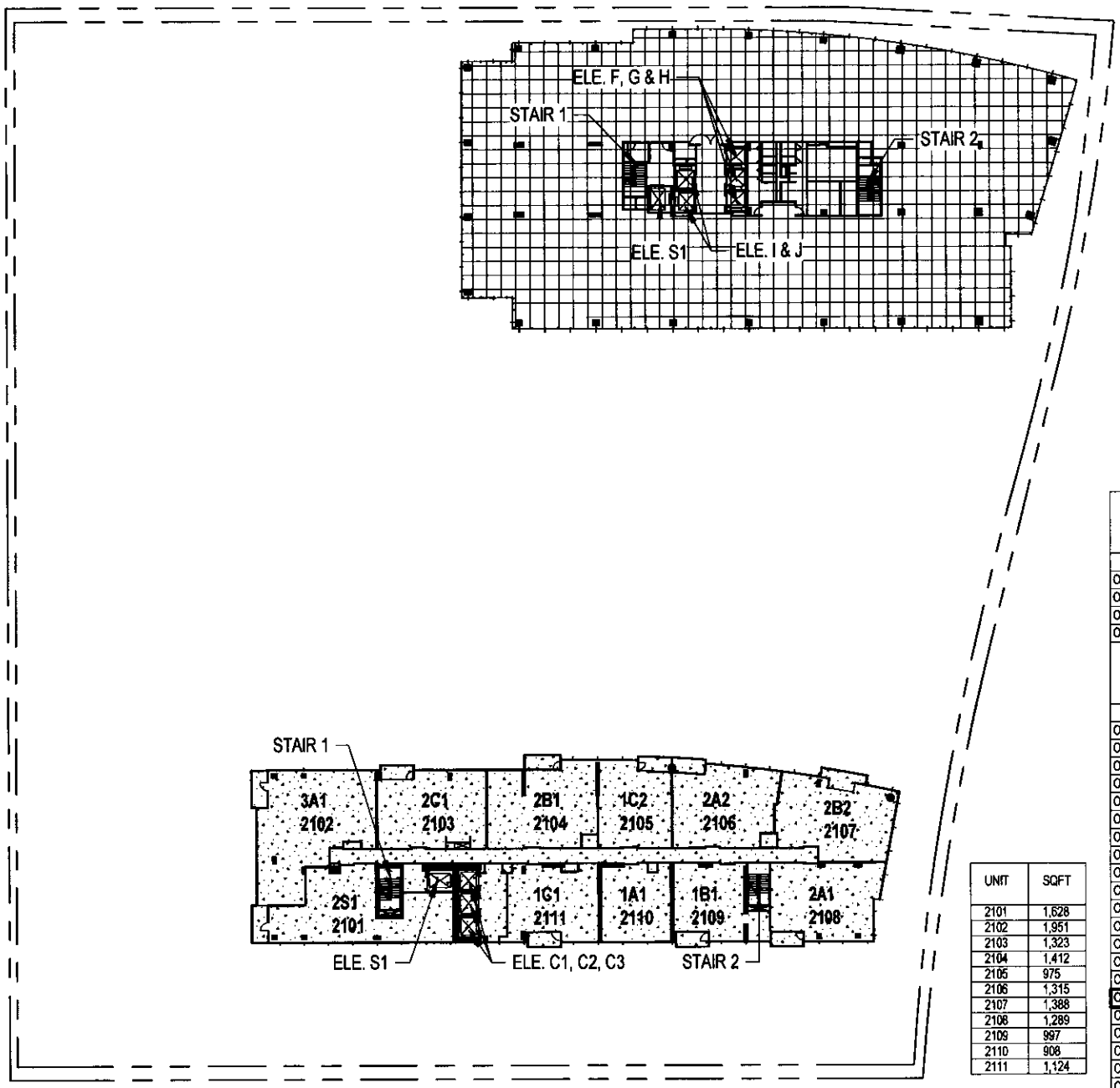
UNIT	SQFT
2001	1,628
2002	1,951
2003	1,323
2004	1,412
2005	975
2006	1,315
2007	1,388
2008	1,289
2009	997
2010	908
2011	1,124

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 20



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

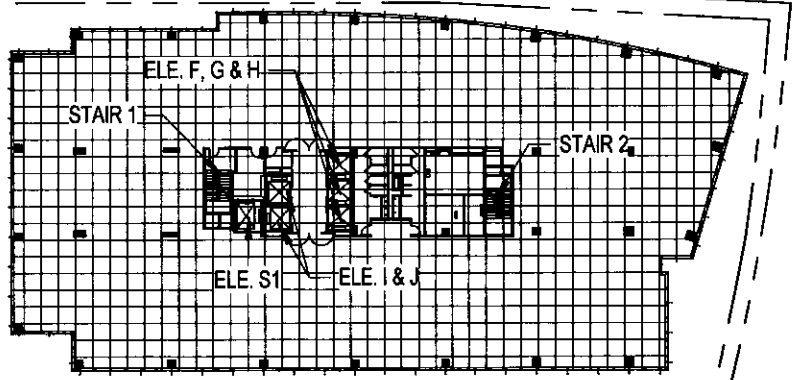
UNIT	SQFT
2101	1,628
2102	1,951
2103	1,323
2104	1,412
2105	975
2106	1,315
2107	1,388
2108	1,289
2109	997
2110	908
2111	1,124

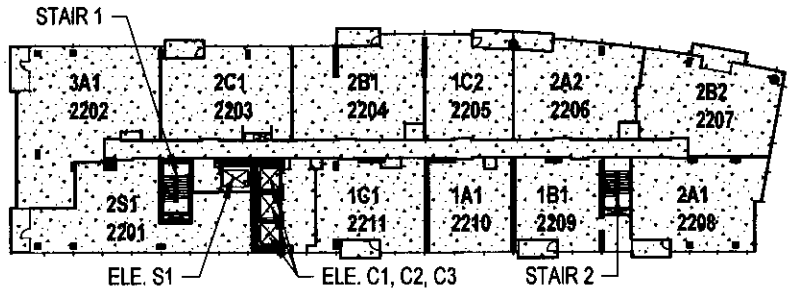
Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 21





ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

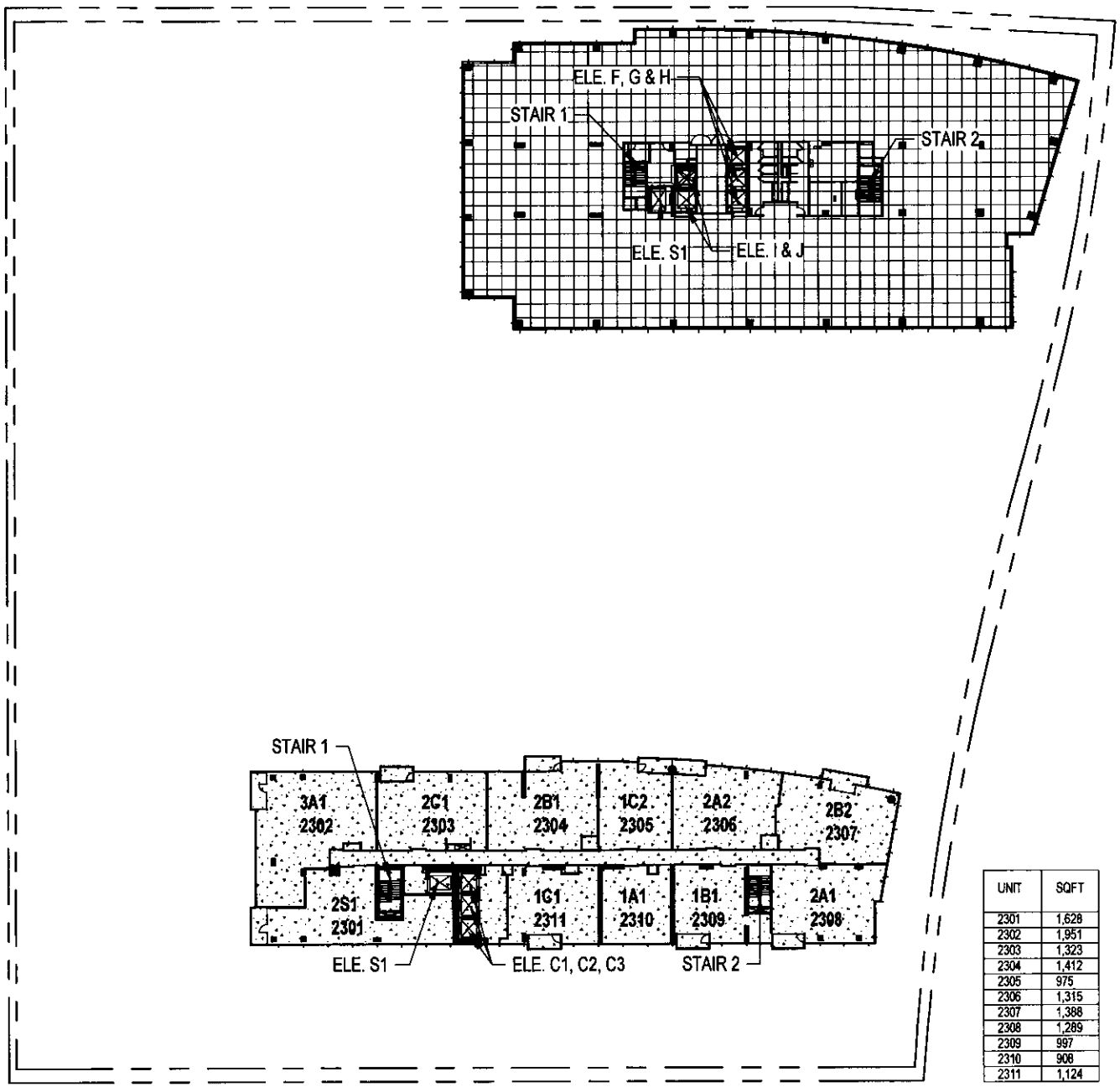
UNIT	SQFT
2201	1,628
2202	1,951
2203	1,323
2204	1,412
2205	975
2206	1,315
2207	1,388
2208	1,289
2209	997
2210	908
2211	1,124

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 22



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

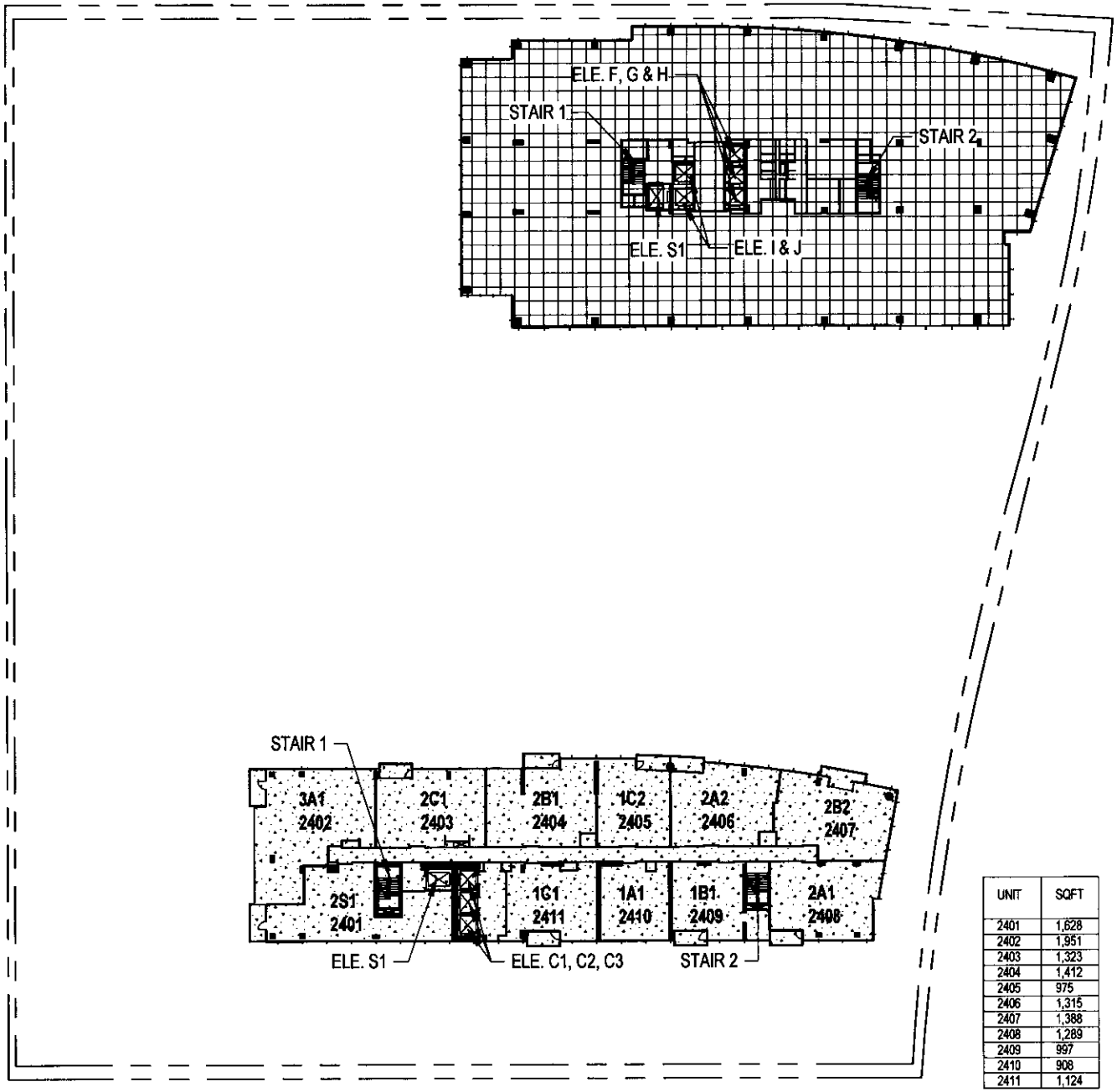
UNIT	SQFT
2301	1,628
2302	1,951
2303	1,323
2304	1,412
2305	975
2306	1,315
2307	1,388
2308	1,289
2309	997
2310	908
2311	1,124

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 23



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

UNIT	SQFT
2401	1,628
2402	1,951
2403	1,323
2404	1,412
2405	975
2406	1,315
2407	1,388
2408	1,289
2409	997
2410	908
2411	1,124

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
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OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
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OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 24



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

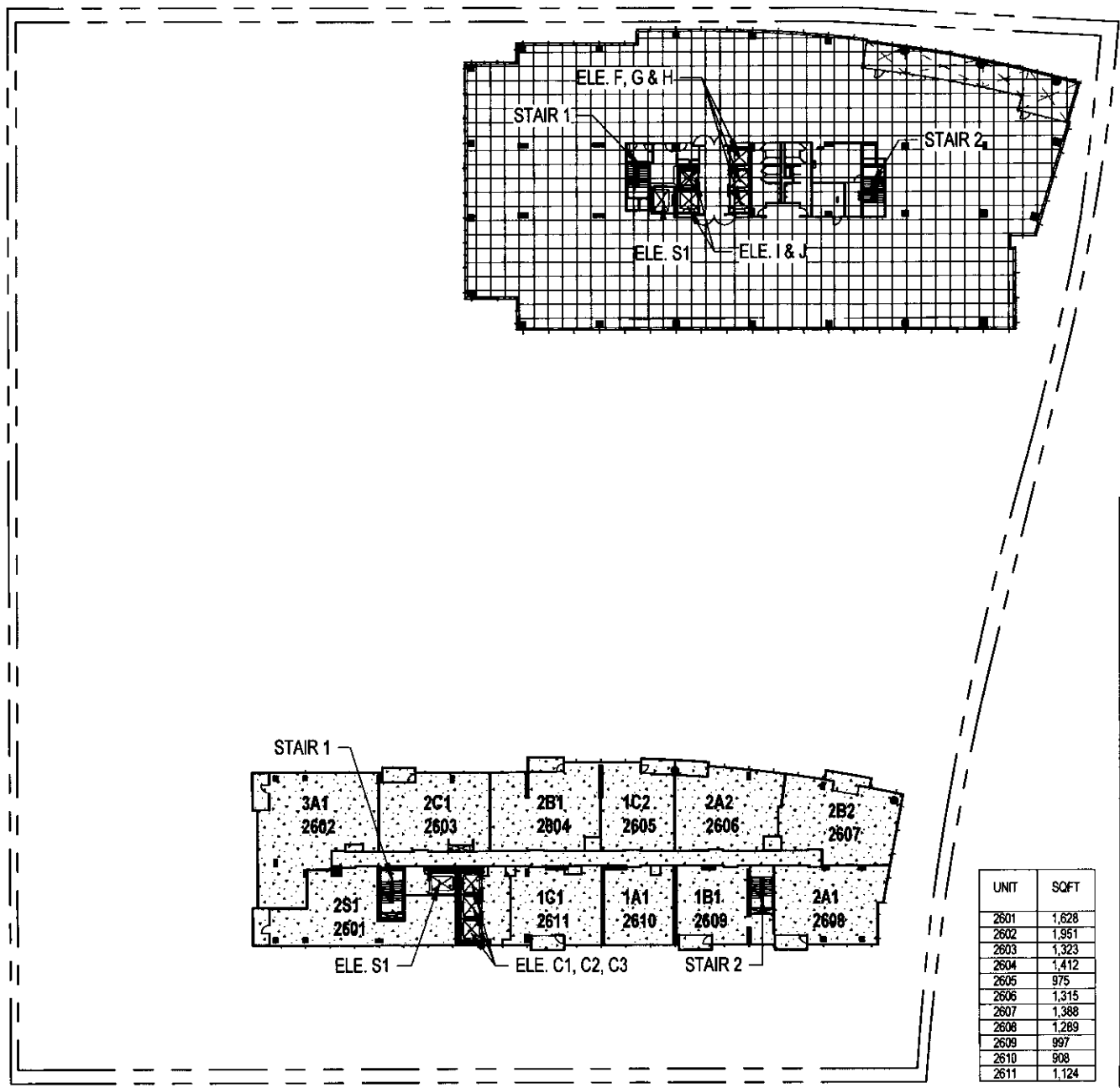
UNIT	SQFT
2501	1,628
2502	1,951
2503	1,323
2504	1,412
2505	975
2506	1,315
2507	1,388
2508	1,289
2509	997
2510	908
2511	1,124

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
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OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
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HOTEL LEVEL 04	562' - 10"
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HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
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CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
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CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
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CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 25



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

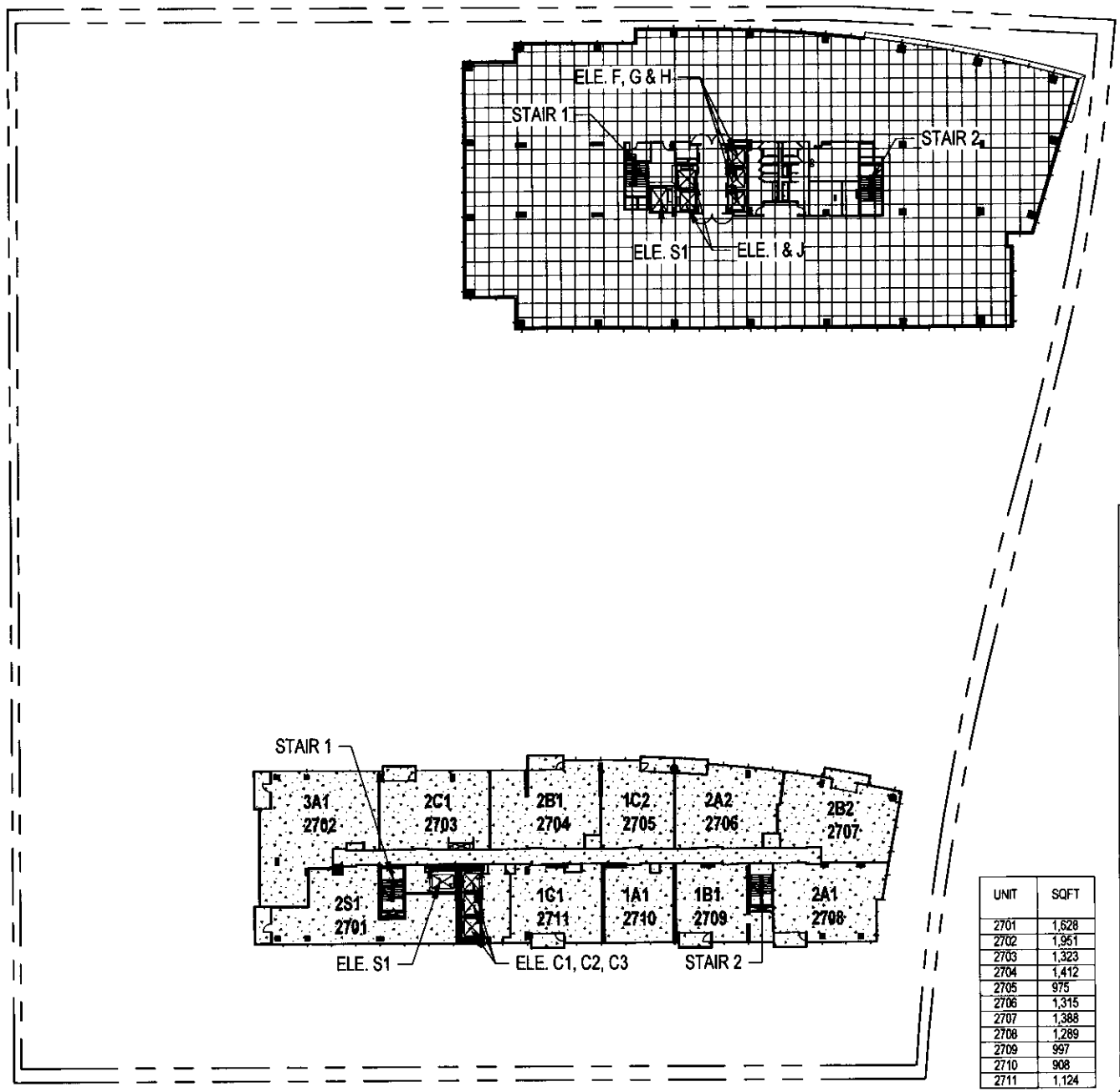
UNIT	SQFT
2601	1,628
2602	1,951
2603	1,323
2604	1,412
2605	975
2606	1,315
2607	1,388
2608	1,289
2609	997
2610	908
2611	1,124

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 26



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

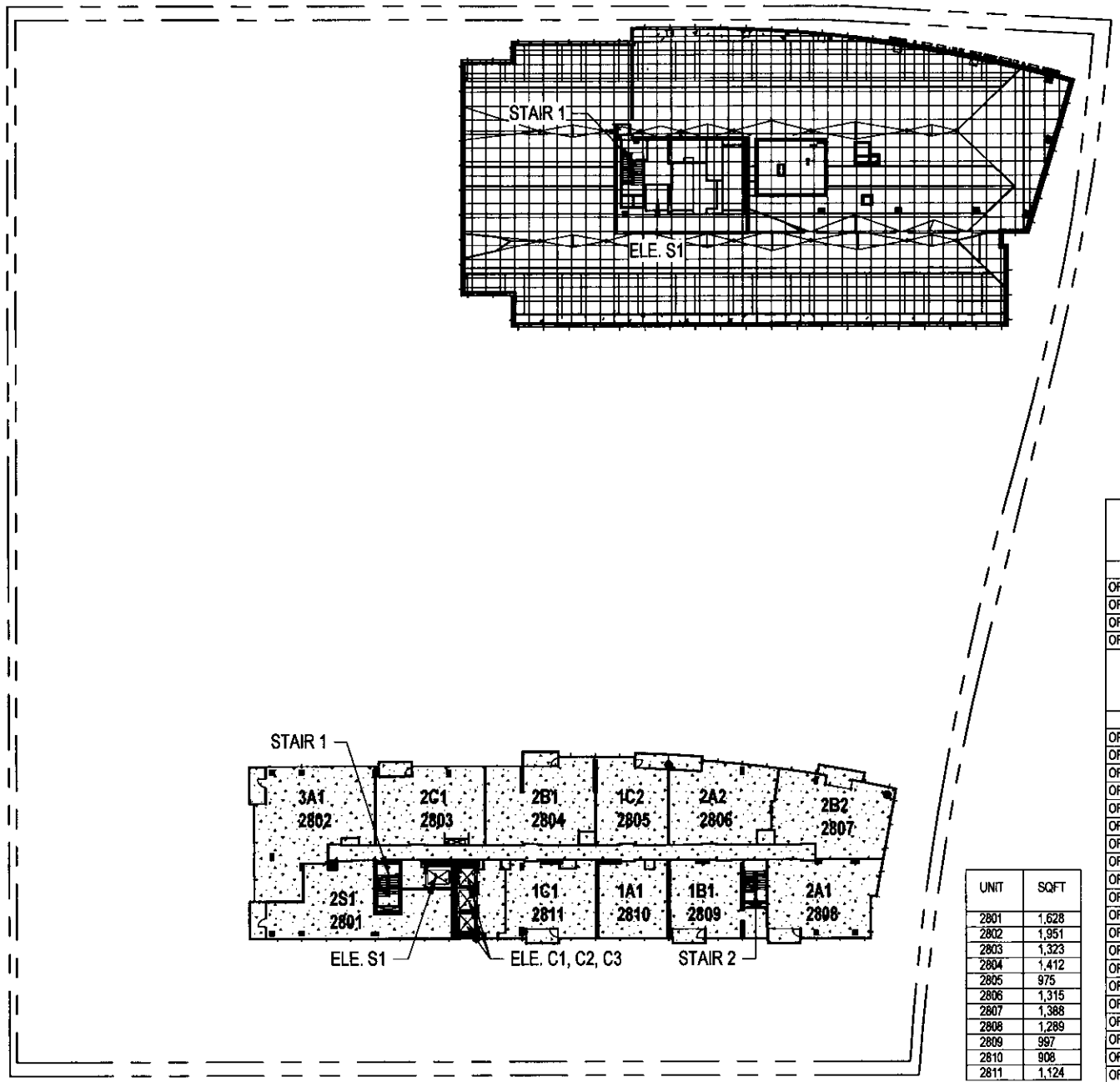
UNIT	SQFT
2701	1,628
2702	1,951
2703	1,323
2704	1,412
2705	975
2706	1,315
2707	1,388
2708	1,289
2709	997
2710	908
2711	1,124

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
CONDO LEVEL 24	769' - 6"
CONDO LEVEL 25	780' - 4"
CONDO LEVEL 26	791' - 2"
CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 27



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

UNIT	SQFT
2801	1,628
2802	1,951
2803	1,323
2804	1,412
2805	975
2806	1,315
2807	1,388
2808	1,289
2809	997
2810	908
2811	1,124

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
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OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
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INTERSTITIAL LEVEL 14	661' - 2"
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CONDO LEVEL 17	693' - 8"
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CONDO LEVEL 21	737' - 0"
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CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 28 & OFFICE PENTHOUSE LEVEL



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	13,101

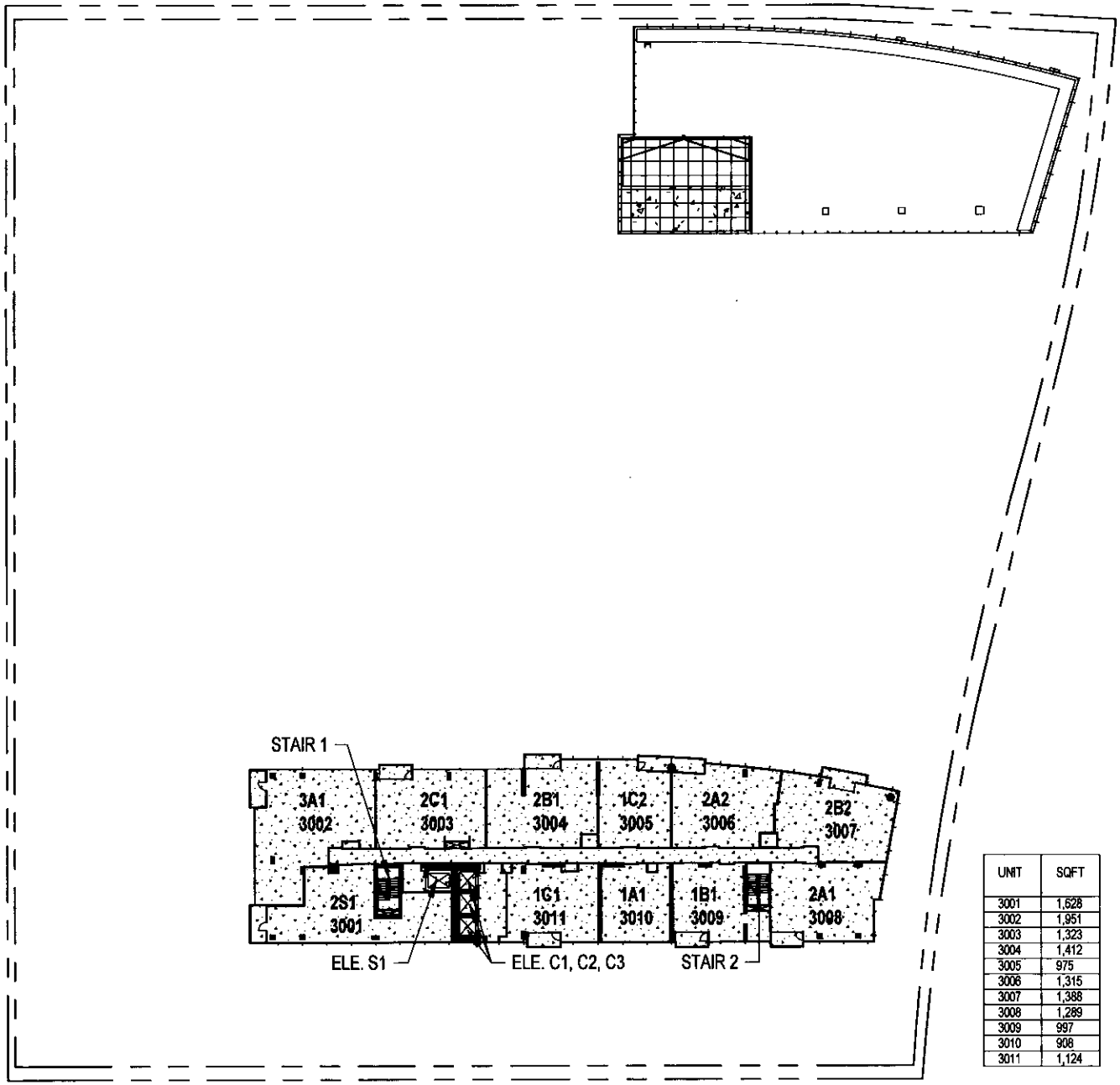
UNIT	SQFT
2901	1,628
2902	1,951
2903	1,323
2904	1,412
2905	975
2906	1,315
2907	1,388
2908	1,289
2909	997
2910	908
2911	1,124

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
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OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
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CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 29 & OFFICE TOWER MACHINE ROOM



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	2,052
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	25,749

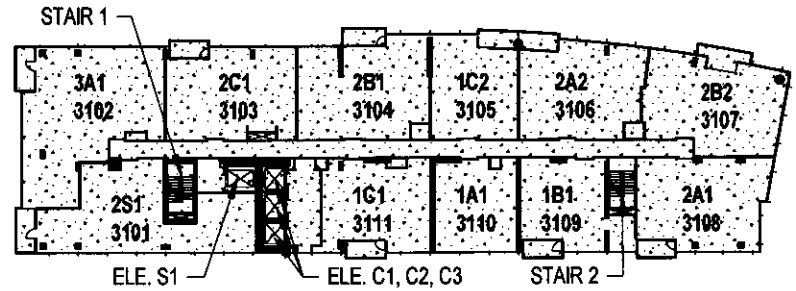
UNIT	SQFT
3001	1,628
3002	1,951
3003	1,323
3004	1,412
3005	975
3006	1,315
3007	1,388
3008	1,289
3009	997
3010	908
3011	1,124

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
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OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
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HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
CONDO LEVEL 19	715' - 4"
CONDO LEVEL 20	726' - 2"
CONDO LEVEL 21	737' - 0"
CONDO LEVEL 22	747' - 10"
CONDO LEVEL 23	758' - 8"
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CONDO LEVEL 25	780' - 4"
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CONDO LEVEL 27	802' - 0"
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CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 30 & OFFICE ROOF



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

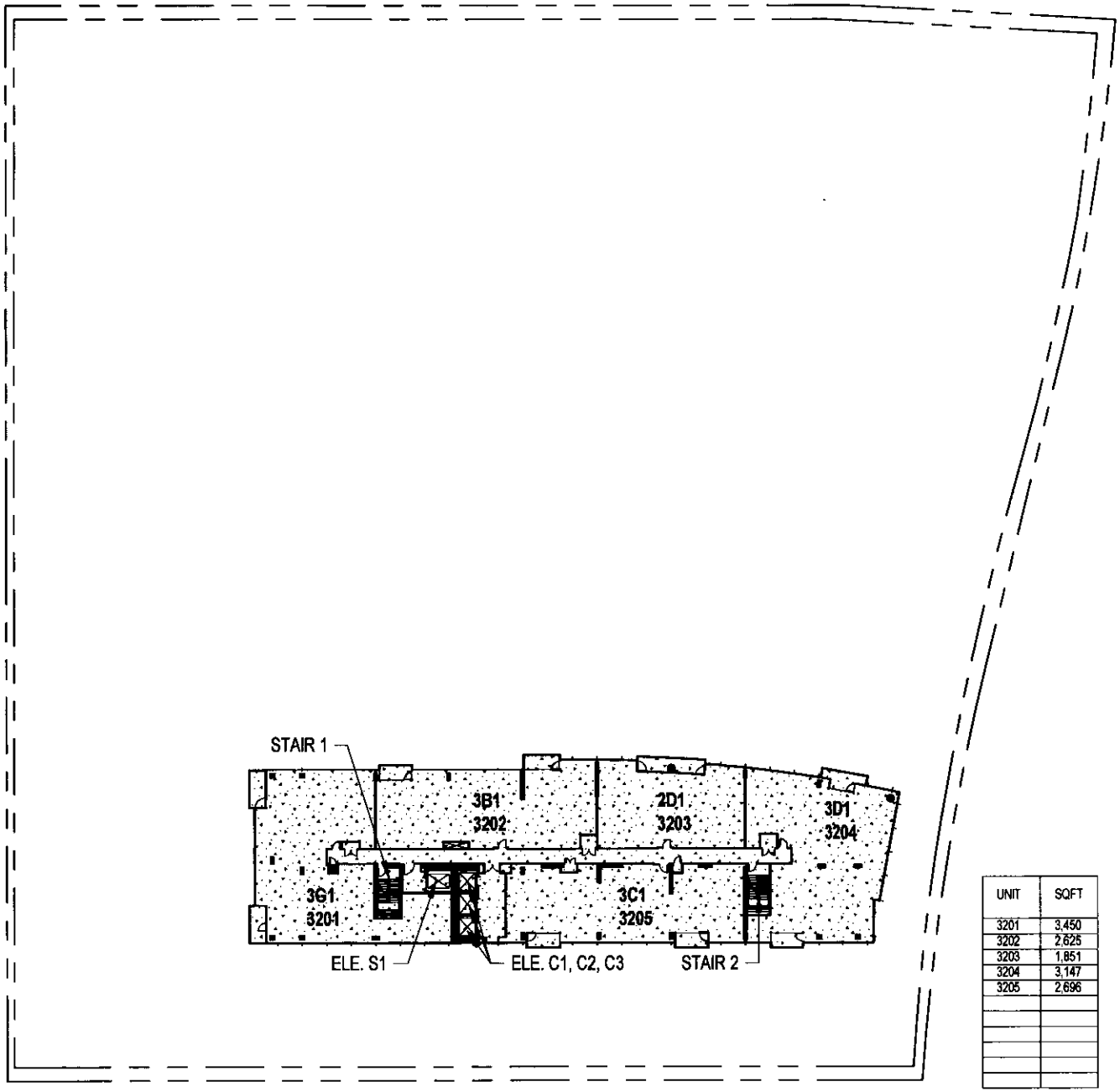
UNIT	SQFT
3101	1,628
3102	1,951
3103	1,323
3104	1,412
3105	975
3106	1,315
3107	1,388
3108	1,289
3109	997
3110	908
3111	1,124

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
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OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
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HOTEL LEVEL 12	641' - 6"
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CONDO LEVEL 28	812' - 10"
CONDO LEVEL 29	823' - 8"
CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	896' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 31



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

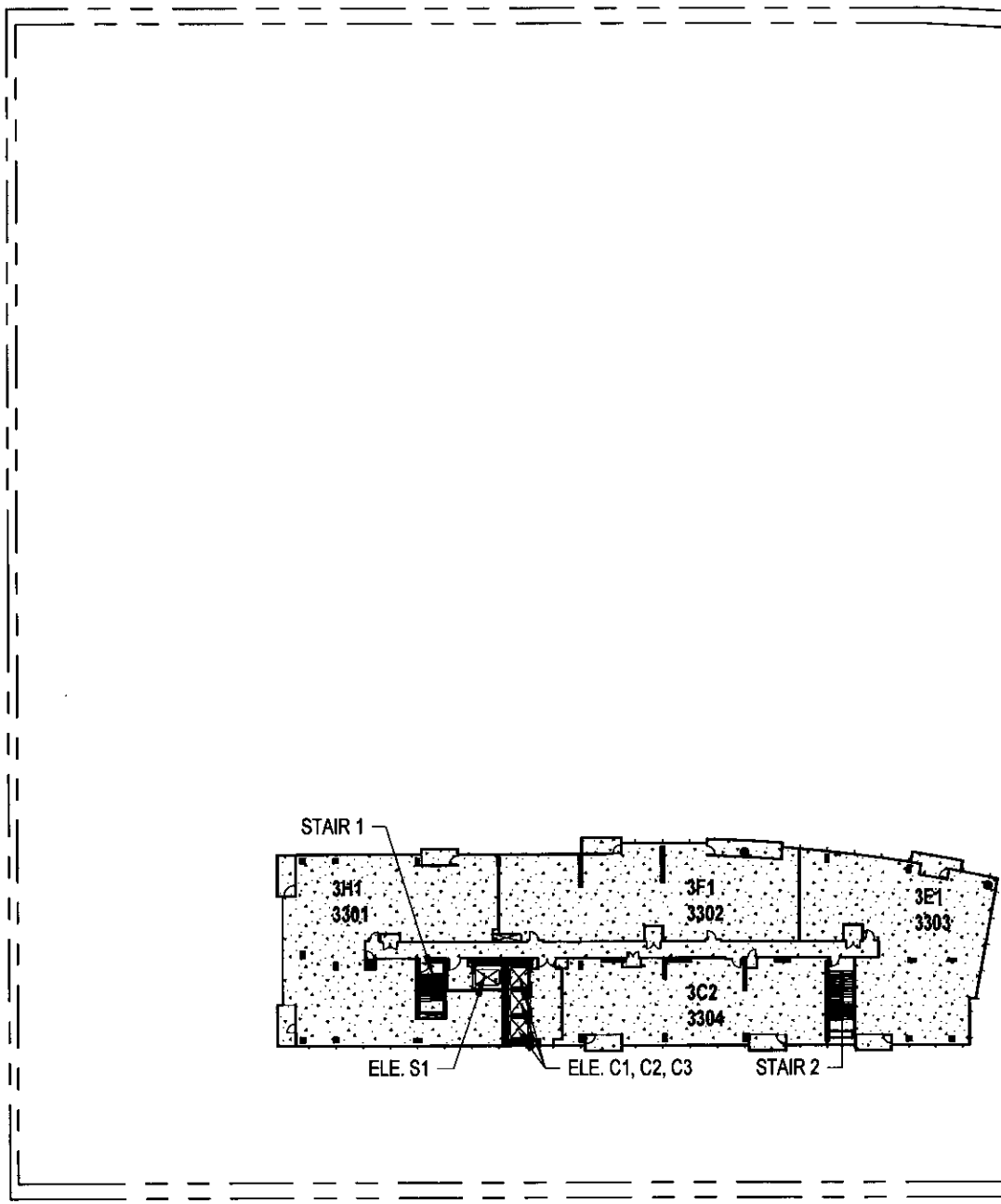
UNIT	SQFT
3201	3,450
3202	2,625
3203	1,851
3204	3,147
3205	2,696

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
OFFICE LEVEL 06	592' - 0"
OFFICE LEVEL 07	606' - 0"
OFFICE LEVEL 08	620' - 0"
OFFICE LEVEL 09	634' - 0"
OFFICE LEVEL 10	648' - 0"
OFFICE LEVEL 11	662' - 0"
OFFICE LEVEL 12	676' - 0"
OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
HOTEL LEVEL 11	631' - 8"
HOTEL LEVEL 12	641' - 6"
HOTEL LEVEL 13	651' - 4"
INTERSTITIAL LEVEL 14	661' - 2"
CONDO LEVEL 15	672' - 0"
CONDO LEVEL 16	682' - 10"
CONDO LEVEL 17	693' - 8"
CONDO LEVEL 18	704' - 6"
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CONDO LEVEL 20	726' - 2"
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CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 32



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,699
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

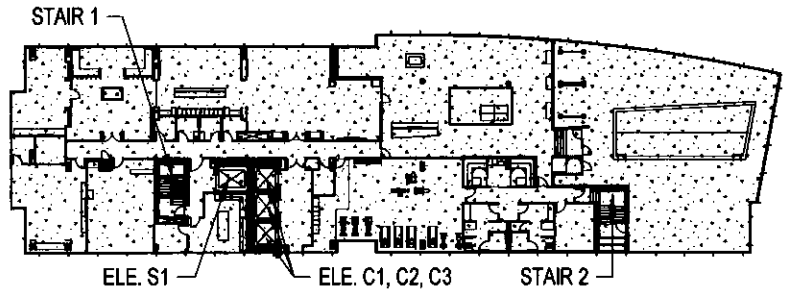
UNIT	SQFT
3301	4,300
3302	3,316
3303	3,365
3304	2,694

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
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OFFICE LEVEL 13	690' - 0"
OFFICE LEVEL 14	704' - 0"
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OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
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OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 8"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
HOTEL LEVEL 08	602' - 2"
HOTEL LEVEL 09	612' - 0"
HOTEL LEVEL 10	621' - 10"
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HOTEL LEVEL 12	641' - 6"
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CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO LEVEL 33



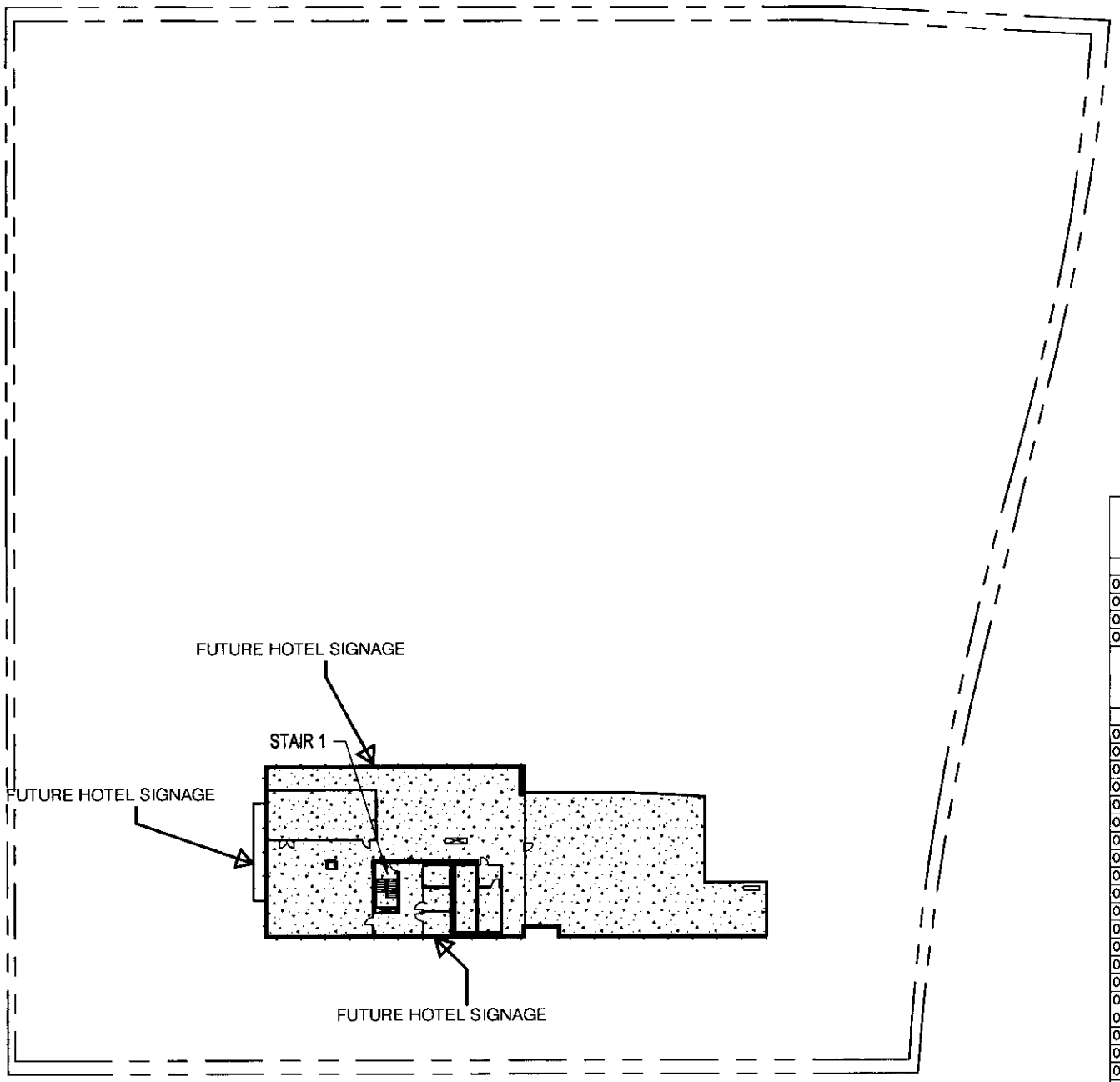
ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	17,179
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
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OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
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OFFICE LEVEL 20	788' - 0"
OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
HOTEL LEVEL 04	562' - 10"
HOTEL LEVEL 05	572' - 6"
HOTEL LEVEL 06	582' - 6"
HOTEL LEVEL 07	592' - 4"
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CONDO LEVEL 23	758' - 8"
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CONDO LEVEL 25	780' - 4"
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CONDO LEVEL 27	802' - 0"
CONDO LEVEL 28	812' - 10"
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CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO AMENITY LEVEL 34



ELEMENTS LEGEND	SQFT
PARKING MASTER UNIT LCE	
RESIDENTIAL MASTER UNIT LCE	11,712
HOTEL MASTER UNIT LCE	
COMMON ELEMENT	
CREATIVE OFFICE RETAIL MASTER UNIT LCE	
OFFICE MASTER UNIT LCE	

Creative Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"

Office	
Name	Elevation
OFFICE LEVEL 01	514' - 0"
OFFICE LEVEL 02	532' - 0"
OFFICE LEVEL 03	550' - 0"
OFFICE LEVEL 04	564' - 0"
OFFICE LEVEL 05	578' - 0"
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OFFICE LEVEL 08	620' - 0"
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OFFICE LEVEL 11	662' - 0"
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OFFICE LEVEL 14	704' - 0"
OFFICE LEVEL 15	718' - 0"
OFFICE LEVEL 16	732' - 0"
OFFICE LEVEL 17	746' - 0"
OFFICE LEVEL 18	760' - 0"
OFFICE LEVEL 19	774' - 0"
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OFFICE LEVEL 21	802' - 0"
OFFICE PENTHOUSE LEVEL	816' - 0"
OFFICE MACHINE ROOM LEVEL	827' - 0"
OFFICE ROOF LEVEL	837' - 0"
OFFICE MECHANICAL SCREEN	840' - 0"

Hotel and Condo	
Name	Elevation
PARKING LEVEL 07	442' - 6"
PARKING LEVEL 06	452' - 0"
PARKING LEVEL 05	461' - 6"
PARKING LEVEL 04	471' - 0"
PARKING LEVEL 03	480' - 6"
PARKING LEVEL 02	490' - 0"
PARKING LEVEL 01	500' - 0"
GROUND FLOOR LEVEL 01	514' - 0"
CONFERENCE LEVEL 02	532' - 0"
HOTEL LEVEL 03	550' - 0"
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CONDO LEVEL 15	672' - 0"
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CONDO LEVEL 30	834' - 6"
CONDO LEVEL 31	845' - 4"
CONDO PENTHOUSE LEVEL 32	856' - 2"
CONDO PENTHOUSE LEVEL 33	869' - 0"
CONDO AMENITY LEVEL 34	886' - 10"
CONDO ROOF	902' - 0"
CONDO MECHANICAL SCREEN	920' - 0"

CONDO ROOF LEVEL

EXHIBIT "F"

SURVEY / PLAT

[attached]

EXHIBIT F

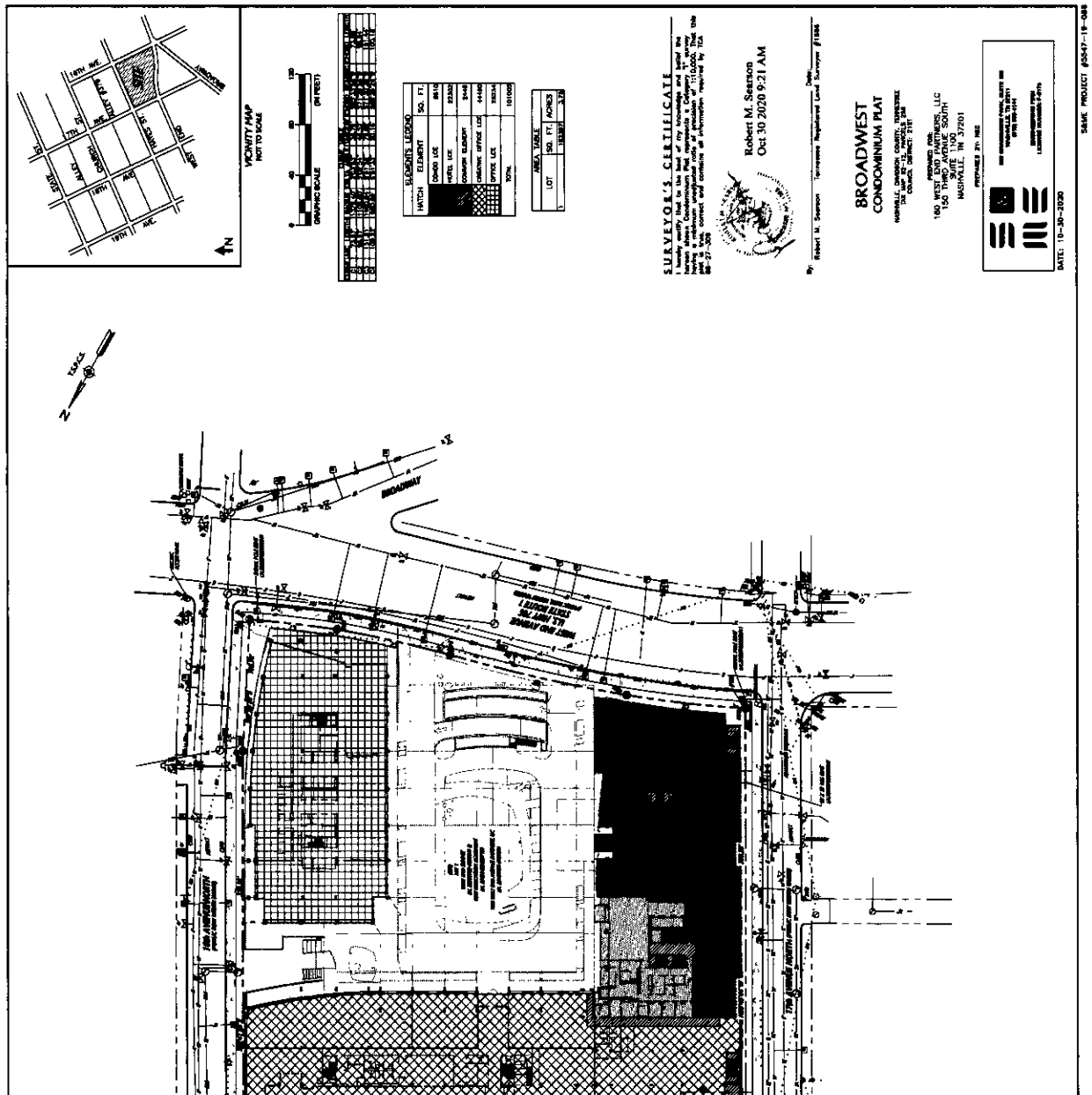

NOTES
1. SURVEYOR'S LIABILITY FOR THE DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY WHOSE SIGNATURE APPEARS UPON THE SURVEY.
2. PARCEL NUMBERS SHOWN AS THUS 093 REFER TO TAX MAP 93-12, DAVIDSON COUNTY, TENNESSEE.
3. ALL DISTANCES WERE MEASURED WITH EDM EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
4. SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" BY THE FLOOD INSURANCE RATE MAP PANEL NO. 0843 H, WITH A DATE OF IDENTIFICATION OF 04/05/2017, FOR COMMUNITY NO. 470040, IN DAVIDSON COUNTY, STATE OF TENNESSEE, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.
THE PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM PANEL NUMBER 47037C0843H (NOT PRINTED)
5. PRIOR TO ANY CONSTRUCTION, EXCAVATION OR ANY DISTURBANCE OF THE EXISTING GROUND ELEVATION, THE OWNER AND / OR CONTRACTOR SHOULD ASSUME RESPONSIBILITY FOR CONTACTING THE TENNESSEE ONE CALL SYSTEM TO HAVE ALL LOCATION OF UNDERGROUND GAS LINES, TELEPHONE LINES, ELECTRIC CABLES, WATER LINES, ETC. TO AVOID ANY HAZARD OR CONFLICT. IN TENNESSEE, IT IS A REQUIREMENT, PER THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT, THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS OF THE PROPOSED EXCAVATION NO LESS THAN 48 HOURS NOR MORE THAN 10 DAYS PRIOR TO THE DATE OF THEIR EXCAVATION TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. DIAL 811 FOR A ONE CALL CENTER.
6. UTILITIES SHOWN WERE TAKEN FROM FIELD LOCATIONS THAT WERE APPARENT AND COPIED FROM APPROPRIATE GOVERNING AGENCIES MAPS AND ARE APPROXIMATE AT BEST. THERE MAY BE UTILITIES, THE EXISTENCE OF WHICH IS UNKNOWN TO THE SURVEYOR.
7. ALL USED & PLAT BEARINGS ARE MADE TO THE REGISTERS OFFICE OF DAVIDSON COUNTY, TENNESSEE (RODC).
8. ACCESS TO SITE IS LIMITED TO LOCATIONS APPROVED BY THE MPW/MPD-1145-18.
9. SURVEY FIELD DATA COLLECTED ON NOVEMBER 21, 2019.
LEGEND
SITE DATA
PROPERTY LOCATED ON DAVIDSON COUNTY TAX MAP MAP 93-12, PARCEL 234
CITY: NASHVILLE
COUNTY: DAVIDSON
STATE: TENNESSEE
DISTRICT: FIRST
SITE ADDRESS: 1020 HAYES ST
NASHVILLE, TN 37203
OWNER: 1020 HAYES STREET PARTNERS, LLC
300 CONCOURSE BLVD, SUITE 115
HUNTSVILLE, AL 35801
(JA: 20180504-0038834
AGREEMENT FOR THE DEDICATION OF
PUBLIC RIGHT-OF-WAY (ROW)
(JA: 20180629-0071116)
VICINITY MAP
NOT TO SCALE
GRAPHIC SCALE
(IN FEET)
ELEMENT'S LEGEND
MATCH ELEMENT SQ. FT.
CONDO LOC 8614
HOTEL LOC 23343
COMMON ELEMENT 3444
GENERAL OFFICE LOC 44446
OFFICE LOC 39344
TOTAL 101005
AREA TABLE
LOT SQ. FT. ACRES
1 101387 3.73
SURVEYOR'S CERTIFICATE
I hereby certify that this plat is a correct representation of the land herein shown, Condominium Plat, constructs a Category 1, survey having a minimum unadjusted ratio of precision of 1:10,000. This the 30 day of October, 2020, and contains all information required by TCA 66-27-309.
Robert M. Seeson
Oct 30 2020 9:21 AM
By: Robert M. Seeson Tennessee Registered Land Surveyor #1886 Date:
BROADWEST
CONDOMINIUM PLAT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE
MAP 93-12, PARCEL 234
DEED BOOK 31181, PAGE 181
PREPARED FOR:
1020 HAYES STREET PARTNERS, LLC
150 THIRD AVENUE SOUTH
SUITE 1100
NASHVILLE, TN 37201
PREPARED BY:
DATE: 10-30-2020
SEAME PROJECT #5647-19-088

EXHIBIT "G"

MASTER BYLAWS

CHARTER

OF

BROADWEST MASTER CONDOMINIUM ASSOCIATION, INC.

The undersigned, having capacity to contract and acting as the incorporator of an Association under the Tennessee Nonprofit Association Act, as amended, adopts the following charter for such Association:

1. The name of the Association is Broadwest Master Condominium Association, Inc. (the "Association").

2. The Association is a mutual benefit corporation.

3. The name of the initial registered agent and the street address, county and zip code of the Association's initial registered office are:

National Registered Agents, Inc.
300 Montvue Road
Knoxville, Tennessee 37919

4. The name and address of the incorporator of the Association is:

John A. Gupton, III
Baker Donelson Bearman Caldwell & Berkowitz, P.C.
211 Commerce Street, Suite 800
Nashville, Tennessee 37201

5. The street address, county and zip code of the principal office of the Association are:

1616 West End Avenue
Nashville, Tennessee 37213
Davidson County
Principal Officer: Chris Brown

6. The Association is not-for-profit.

7. The Association shall have members. The members of the Association shall be the five owners of: the Office Master Unit; the Hotel Master Unit; the Office Retail Master Unit; the Parking Master Unit; and the Residential Master Unit, as represented by the person appointed by the Residential Condominium Association.

8. Voting rights of the members of the Association shall be governed by the Declaration and the form of Bylaws attached thereto.

9. To the extent allowed by the laws of the State of Tennessee, no present or future director of the Association (or his or her estate, heirs and personal representatives) shall be liable to the Association or its members for monetary damages for breach of fiduciary duty as a director of the Association. Any liability of a director (or his or her estate, heirs and personal representatives) shall be further eliminated or limited to the fullest extent allowed by the laws of the State of Tennessee, as may hereafter be adopted or amended.

10. With respect to claims or liabilities arising out of service as a director or officer of the Association, the Association shall indemnify and advance expenses to each present and future director and officer (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

11. The purposes for which the Association is organized are: to operate a master condominium management association solely to provide for the acquisition, construction, management, maintenance, architectural control, preservation, and care of Association property and the interest of the Master Unit Owners in the development project known as Broadwest; the exercise of any and all rights, responsibilities, powers, and privileges contained in the Declaration and the Bylaws of the Association; and generally to engage in any other lawful endeavor or activity in furtherance of the foregoing,

12. No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its directors, officers, members or other private individuals or persons, except that the Association shall be authorized and empowered to:

(a) pay reasonable compensation for goods and services rendered,

(b) rebate excess membership dues, fees or assessments, and

(c) make payments in furtherance of the purposes set forth in the paragraph just above.

13. Amendment to these Articles shall require the assent of two-thirds (2/3) of the entire membership of the Association. The Association may be dissolved with assent given in writing by no less than eighty percent (80%) of the membership of the Association and eighty percent (80%) of lenders having first mortgage liens on any units to which eighty percent (80%) of the votes in the Association are allocated, to which eighty percent (80%) in the Association are allocated, with the assets of the Association, absent merger or consolidation, being distributed as deemed appropriate by the members and allowed by applicable law.

14. Upon the dissolution of the Association, all assets of the Association shall be distributed to a non-profit organization with purposes similar to those of the Association. Such organization to be chosen by the directors of the Association as part of the plan of dissolution of the Association.

DATED this ____ day of 2020.

_____

John A. Gupton, III, in the capacity of incorporator

BYLAWS

OF

BROADWEST MASTER CONDOMINIUM ASSOCIATION, INC.

1. Identity. These are the Bylaws (these "Bylaws"') of BROADWEST MASTER CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Tennessee non-profit corporation formed for the purposes set forth in its Charter filed with the Tennessee Secretary of State, These Bylaws provide for the governance of the Association in accordance with the Tennessee Condominium Act of 2008, Sections 66 27-201, et seq.. Tenn. Code Ann., (the "Act"), the Charter, and the Declaration of Condominium for Broadwest, recorded with the Office of the Register of Deeds of Davidson County, Tennessee (the "Declaration"),

2. Definitions. Unless defined herein, capitalized terms used in these Bylaws have the same meanings as set forth in the Declaration or the Act.

3. Members and Voting Members.

3.1 Qualification for Membership. All Unit Owners of record shall be members of the Association. Accordingly, membership in the Association may be transferred only as an incident to the transfer of the transferor's Condominium Parcel. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a member of the Association. No person holding an interest in a Unit merely as security for the performance of an obligation shall be deemed to be a Unit Owner, and the giving of a security interest shall not terminate the Unit Owner's membership.

3.2 Fixing Record Date. For the purpose of determining the identity and address of each Unit Owner entitled to notice of or to vote at any meeting of Members, or in order to make a determination of Unit Owners for any other purpose, the Board of Directors shall fix in advance a date as the record date for such determination (the "Record Date"). The Record Date shall not be more than the maximum number of days prior to the date on which the particular action of the Unit Owners is to be taken fixed by Tenn. Code Ann. Section 48-57-107. When the identity and address of each Unit Owner entitled to vote at any meeting has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new Record Date for the adjourned meeting which it must do if the meeting is more than 90 days after the date fixed for the original meeting.

(a) Unless the Association receives written notice of any change in the identity or address of a Unit Owner at least five (5) days prior to the mailing, delivery or electronic transmission of the notice of the subject meeting, then the notice to the Unit Owner as of the Record Date shall be effective as to such Unit.

(b) Unless the Association receives written notice of any change in the identity or address of a Unit Owner prior to the Association's receipt of any ballot from such Unit Owner for the election of directors, then the ballot submitted by the Unit Owner as of the Record Date shall be effective as to such Unit.

(c) Unless the Association receives written notice of any change in the identity and address of a Unit Owner prior to the meeting for which the proxy is intended and

the successor Unit Owner submits a new proxy or is present in person at the meeting, then the proxy submitted by the Unit Owner as of the Record Date shall be effective as to such Unit.

3.3 Voting.

(a) Number of Votes. Each Master Unit shall have one (1) indivisible vote. The votes allocated to a Unit shall be cast by the Voting Member for such Unit. If a Unit Owner owns more than one Unit, the Voting Member for such Units shall be entitled to cast the number of votes for each Unit owned.

(b) Majority Vote.

(i) Except as otherwise provided by law, the Declaration, the Charter or these Bylaws, the acts approved by a majority of the votes cast by Voting Members present in person or by proxy at a meeting at which a quorum has been attained shall be binding upon all Unit Owners for all purposes.

(ii) As used in these Bylaws, the Charter or the Declaration, the terms "majority of the Unit Owners" and "majority of the Voting Members" shall mean a majority of the votes entitled to be cast by the Voting Members present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained and shall not mean a majority of the Voting Members themselves, or a majority of the Units or a majority of the total votes entitled to be cast by all Voting Members. Similarly, if some greater percentage of Voting Members is required herein, by the Act, or In the Declaration or Charter, it shall mean such greater percentage of the votes of Voting Members and not of the Voting Members themselves or of the Units or of the total votes entitled to be cast by all Voting Members.

(c) Voting Member. The record owner of each Unit shall designate a Voting Member for the Unit. Ownership of the Unit shall be established by reference to the membership roster for purposes of determining the Voting Member with respect to that Unit. If a Unit is owned by one person, that person shall be deemed to be the Voting Member for such Unit. If a Unit is owned by more than one person, those persons (including spouses) shall decide among themselves as to who shall act as the Voting Member for the Unit and the Voting Member shall be designated in a certificate signed by all record owners and filed with the Association. In the event that those persons cannot so decide, no vote shall be cast. If a Unit is owned by a corporation, limited liability company, general partnership, limited partnership or trust, the Voting Member shall be designated by a certificate signed by an appropriate officer, partner, manager or member or trustee of the entity and filed with the Association. The person designated as the Voting Member need not be a Unit Owner. The certificate shall be filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote(s) for a Unit may be revoked by any record owner of an undivided interest in the Unit.

(d) Failure to File Certificate Designating the Voting Member.

1. Generally. Unit Owners other than the Declarant who were required but

failed to file a certificate as provided in Section 3.3(c) shall not be considered Voting Members for purposes of determining whether a quorum has been attained at the meeting, nor shall such Unit Owners be permitted to vote at meetings of the Unit Owners on any issue.

2. Voting by Co-Unit Owners. If a Unit is owned by more than one person and the co-Unit Owners have elected not to file a certificate designating one of them or another person as a Voting Member, the presence (in person or by proxy) of any one or more of them at a meeting of the Unit Owners shall be considered to be the presence of a Voting Member for purposes of determining whether a quorum has been attained at the meeting. If only one co-Unit Owner attempts to cast the vote for a Unit, it shall be conclusively presumed that such co-Unit Owner is authorized on behalf of all of his or her co-Unit Owners to cast the vote for such Unit. If more than one of them are present (in person or by proxy), (i) in no event shall the number of votes cast by any Unit exceed the number of votes allocated to such Unit, (ii) if a dispute arises between the co-Unit Owners as to how the vote shall be cast or two (2) or more of them attempt to cast such vote or votes, they shall lose the right to cast their vote or votes on the matter(s) being voted upon, but their vote shall be continued to be counted for the purpose of determining the existence of a quorum.

(e) Delinquent Owner. No Unit Owner shall be eligible to vote, either in person or by proxy, or to act as a proxy for any other member, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due to the Association or if the Unit Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of a Unit Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a majority or a quorum.

3.4 Electronic Transmissions of Notices. Whenever the term "electronic transmission," "electronically transmit," "electronic notice" or terms of similar import is used in the Bylaws, Declaration or Charter, it shall refer to any form of communication not directly involving the physical transmission of paper, but which may be directly reproduced to paper, in a comprehensible and legible form. The Association shall be entitled to electronically transmit notices, proxies and other communications to any Unit Owner who consents in writing to accept electronic notices. Such consent may be revoked in writing at the discretion of the Unit Owner. Electronic notice addresses must be maintained among the official records of the Association, and are to be removed from the official records when permission to receive electronic notices is revoked by member

4. Unit Owner Meetings.

4.1 Annual Meeting. The annual meeting of the Unit Owners shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the Unit Owners, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of January following the year

in which the Declaration is filed. The annual meeting may be held in conjunction with the Board of Directors annual meeting.

4.2 Special Meetings. Special meetings of the Unit Owners may be held at such time and place as determined by the President and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the Voting Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners upon written request of Voting Members holding not less than twenty percent (20%) of the total voting interests. Any such written petition by the Voting Members must be submitted to the Association's Secretary. The Secretary shall then verify that Voting Members holding the required voting interests have joined in the petition and shall submit all proper petitions to the President The President shall then promptly call a special meeting for the purpose stated in the petition setting the date, time and location of the meeting (which is not required to be the date, time or location requested in any petition submitted to the Association), and the Secretary shall send notice of the meeting in accordance with these Bylaws. Any special meeting called pursuant to written petition shall be set within thirty (30) days of the date of the petition.

4.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit a Unit Owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting, may do so, provided that the Board may require as a condition to speaking that the Unit Owner file a written request with the Secretary of the Association prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers) all Unit Owners speaking at a meeting shall be limited to a maximum of five (5) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

(a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound, light or heat emissions.

(b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.

(c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

(d) At least 24 hours prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

(e) Unit Owner must provide an unedited copy of the recording to the Board immediately after such meeting.

4.4 Notice of Meeting: Waiver of Notice. Notice of a meeting of the Unit Owners (annual or special), stating the time and place, the purpose(s) for which the meeting is called and any other matters required by Tenn. Code Ann. Section 48-57-105 shall be given by the

President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be hand delivered, sent by regular mail or electronically transmitted to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting. The delivery, mailing or electronic transmission shall be sent to the address of the Unit Owner as it appears on the roster of Unit Owners. Where a Unit is owned by more than one person, the Association shall provide notice for meetings and all other purposes to the address initially identified for that purpose by the Declarant and thereafter at the address designated by one or more of such Unit Owners to the Association in writing; provided, however, if no address is given or if the Unit Owners disagree on the notice address, notice shall be sent to the address for the Unit at the Condominium Property. The posting and mailing, delivery or electronic transmission of the notice for either special or annual meetings, which notice shall incorporate an identification of agenda items, shall be effective no fewer than ten (10) days and no more than two (2) months, prior to the date of the meeting. The Board shall adopt by rule, and give notice to the Unit Owners of, a specific location on the Condominium Property upon which all notices of Unit Owners' meetings shall be posted.

Notice of specific meetings may be waived before or after the meeting. The attendance of any Unit Owner (or person authorized to vote for such Unit Owner), either in person or by proxy, shall constitute such Unit Owner's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association or the manager or other person providing notice of the meeting shall provide a United States Postal Service certificate of mailing or an affidavit of delivery or electronic transmission to be included in the official records of the Association, affirming that notices of meetings were posted and mailed, hand delivered or electronically transmitted to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

4.5 Quorum of Unit Owners. A quorum of the Unit Owners shall be attained by the presence, either in person or by proxy (limited or general), of persons eligible to cast at least 20% of the votes of Voting Members at a duly called meeting of the Unit Owners. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

4.6 Proxies. Votes to be cast at meetings of the Unit Owners may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing or sent via electronic transmission, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Proxies may be revoked

only by written notice delivered to the Secretary prior to the scheduled commencement date of the meeting. A later dated proxy shall automatically be deemed to invalidate any previously given proxy, There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Declarant). The holder of a proxy need not be a Unit Owner. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.

4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Voting Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

4.8 Order of Business. If a quorum has been attained, the order of business at annual meetings of the Unit Owners, and, if applicable, at other meetings of the Unit Owners, shall be:

(a) Call to order by President and collection of ballots not previously cast;

(b) Appointment by the President of a chairman of the meeting (who need not be a Unit Owner or a Director);

(c) Proof of notice of the meeting or waiver of notice;

(d) Appointment of inspectors of election;

(e) Counting of ballots for election of Directors; counting of proxies for proposed resolutions;

(f) Reading of minutes;

(g) Reports of officers;

(h) Reports of committees;

(i) Unfinished business;

(j) New business; and

(k) Adjournment.

Such order may be waived in whole or in part by the direction of the chairman, or president if no chairman is presiding.

4.9 Minutes of Meetings. The Association shall keep minutes of all meetings of Unit Owners which shall be available for inspection by Unit Owners or their authorized representatives and Board members as provided in Article 17 of these Bylaws.

4.10 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of Unit Owners, may be taken without a meeting, without prior notice and

without a vote if a consent in writing, setting forth the action so taken, shall be signed by eligible Voting Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Unit Owners at which all Voting Members (or authorized persons) eligible to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving Voting Members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by eligible Voting Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to all Unit Owners. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document. Executed written consents shall be included in the minutes or filed with the Association's records.

5. Directors.

5.1 Membership. The affairs of the Association shall be governed by a Board of Directors consisting of five (5) natural persons who are 18 years of age or older. Directors may not vote at Board meetings by proxy or by secret ballot.

5.2 Election of Directors. Except for Declarant-appointed Board members, Directors shall be appointed by the Owners of each Master Unit(s) at the time and place at which the annual meeting is scheduled to occur regardless of whether a quorum is present.

Not less than fourteen (14) days nor more than thirty (30) days prior to the scheduled election meeting, the Association shall then mail, deliver or electronically transmit a notice of the meeting to all Unit Owners. The election of Directors shall be by written appointment of each Owner.

5.3 Vacancies and Removal.

(a) Any Director appointed by Unit Owners (other than the Declarant) may be recalled and removed, with or without cause. A Director may only be recalled or removed by the majority vote of the Unit Owners or if a Director sells their Unit. As to vacancies resulting from the removal of Directors by a majority vote of Voting Members, vacancies in the Board of Directors occurring between annual meetings of Unit Owners shall be filled by the Owner of the Master Unit who appointed the Director of the vacated Director. In the event of any vacancy in a position elected or appointed by the Declarant, the Declarant shall be entitled to elect or appoint a replacement without the necessity of any meeting.

(b) The Directors elected or appointed by the Declarant shall be subject to removal by the Declarant without the necessity of any meeting.

5.4 Term. Prior to the date the Declarant relinquishes control of the Association, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until the Director's successor is duly appointed and has taken office, or until the Director is removed in the manner elsewhere provided. At the first election of Directors where the Unit Owners other than the Declarant are entitled to elect a majority of the Directors, the Directors shall be elected for staggered terms as follows: (a) one Director shall be elected as Director for a term of one (1) year; (b) one Director shall be elected for a term of two (2) years; and (c) one Director shall be elected for a term of three (3) years. The Director with the largest number of votes shall serve for three (3) years. The Director with the second largest number of votes shall serve for two (2) years and the Director with the third largest number of votes shall serve for one (1) year. At each subsequent election, the term of each Director's service shall commence upon the Director's election and extend until the later of (x) the second annual meeting of the members thereafter or (y) until such Director's successor is duly elected and has taken office, unless the Director is removed in the manner elsewhere provided herein. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which he may serve. After each Director's term expires, each Director may be elected for three year terms thereafter. Any Director designated by the Declarant shall serve at the pleasure of the Declarant and may be removed and replaced by the Declarant at any time. Directors may only serve three terms.

5.5 Organizational Meeting. The organizational meeting of newly elected or appointed Directors shall be held within fifteen (15) days of their election or appointment. The Directors calling the organizational meeting shall give at least three (3) days' advance notice thereof, stating the time and place of the meeting.

5.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, hand delivery, telephone or electronic transmission and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules adopted by the Board. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be mailed, delivered or electronically transmitted to all Unit Owners not less than fourteen (14) and nor more than thirty (30) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or where required by the Act.

5.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the

beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

5.8 Quorum of Directors. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Charter or these Bylaws.

5.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).

5.10 Joinder in Meeting Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

5.11 Presiding Officer. Except as otherwise provided herein, the presiding officer at the Director's meeting shall be the President (who may, however, designate any other Director or officer to preside).

5.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

(a) Proof of due notice of meeting;

(b) Reading and disposal of any unapproved minutes;

(c) Reports of officers and committees;

(d) Election of officers;

(e) Unfinished business;

(f) New business;

(g) Adjournment

Such order may be waived in whole or in part at the direction of the presiding officer.

5.13 Minutes of Meetings. The Association shall keep minutes of all meetings of the Board of Directors, which shall be available for inspection by the Board members. Unit Owners or their authorized representatives as provided in Article 17 of these Bylaws. The vote or abstention of each Director on each issue voted on by the Board at a meeting shall be reflected in the minutes of such meeting.

5.14 Committees. The Board may by resolution also create Committees and appoint persons to

such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.

5.15 Declarant Control of Board. Notwithstanding anything to the contrary contained in this Article 5 or otherwise, the Board shall consist of three Directors during the period that the Declarant is entitled to appoint a majority of the Directors, as hereinafter provided, the Declarant shall be entitled to appoint the Director(s) until such time as the Declarant has conveyed 75% of the Master Units. For example, when the Declarant has conveyed 75% of the Master Units to persons other than the Declarant, the Master Unit Owners shall be entitled to elect the Directors for the Association.

Within seventy-five (75) days after the Unit Owners are entitled to elect a member or members of the Board of Directors, or sooner if the Declarant has elected to accelerate such event as stated below, the Association shall call, and give not less than sixty (60) days' notice of, an election for the member or members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so.

Unit Owners are entitled to elect not less than a majority of the members of the Board of Directors upon the earlier of: (a) four months after 75% of the Units have been conveyed to Unit Owners other than the Declarant; or (b) seven (7) years after recordation of the Declaration, whichever occurs first. The Declarant may transfer control of the Association to Unit Owners other than the Declarant prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners to elect Directors for a majority of the Voting Groups and assume control of the Association. Provided the Declarant gives at least seventy-five (75) days' notice of its decision to cause its appointees to resign to the Unit Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Declarant refuse or fail to assume control.

At the time the Unit Owners elect a majority of the members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association and such Unit Owners shall accept control. At that time (except as to the items identified in subsection (a), which may be delivered 120 days thereafter), Declarant shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Declarant and the official book and records of the Association identified in Article 17, at Declarant's expense, together with the following items, if applicable to the Condominium:

(a) The financial records, including financial statements of the Association, and source documents from the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principals. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Declarant was charged and paid the proper amounts of Assessments.

(b) Association funds or the control thereof.

(c) All tangible personal property that is the property of the Association or is or was

represented by the Declarant to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property,

(d) A copy of the plans and specifications utilized in the construction of the Improvements and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property.

(e) Copies of any certificates of occupancy which may have been issued for the Condominium Property.

(f) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

6. Authority of the Board.

6.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Charter or these Bylaws may not be delegated to the Board of Directors by the Unit Owners, Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining all Common Elements and the Association Property.

(b) Determining the expenses required for the operation of the Association and the Condominium; preparing and adopting a budget.

(c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property.

(d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium and Association Property, subject to the right of the Unit Owners to overrule the Board as provided in Article 15.

(e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its Unit Owners. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.

(g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association, or its designee.

(h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association or its designee.

(i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

(j) Obtaining and reviewing insurance for the Condominium and Association Property.

(k) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

(m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of Unit Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee, Fines shall become a lien upon a Unit upon the recordation of a Notice of Lien by the Association. The hearing must be held before a committee of other Unit Owners,

(n) Borrowing money, executing promissory notes and other evidences of indebtedness and giving as security therefor mortgages and security interests in property owned by the Association, if any, subject to the limitations, if any, set forth in the Declaration. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to the authority contained in this subparagraph 6.1(n) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Unit.

(o) Contracting for the management and maintenance of the Condominium and Association Property and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Charter, these Bylaws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(p) At its discretion authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private use and imposing reasonable charges for such private use,

(q) Exercising (i) all powers specifically set forth in the Declaration, the Charter, and these Bylaws, (ii) all powers incidental thereto or reasonably implied to affect the purposes of the Association, and (iii) all other powers of a Tennessee corporation not for profit.

(r) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

(s) Appoint the Association's representative to serve as a Director of the Master Association or remove an appointee and replace such appointee.

(t) Administer parking decision.

(u) Administer all matters related to Leasing Permits.

(v) Maintain a website and/or repository of documents for the benefit of unit holders.

7. Officers.

7.1 Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by the vote of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Unit Owners or Voting Members.

7.2 President. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties that are usually vested in the office of president of an association,

7.3 Vice President The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice President also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Unit Owners. The Secretary shall attend to the giving of all notices to the Unit Owners and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those maintained by the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

7.6 Declarant Appointees. No officer appointed by the Declarant may be removed except as

provided in Section 5.15 hereof and by law.

8. Fiduciary Duty. The officers and Directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, Director or manager shall solicit, offer to accept, or accept anything or service of value for which consideration has not been provided for his own benefit or that of his immediate family from any person providing or proposing to provide goods or services to the Association. Notwithstanding the foregoing, this Article shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.

9. Compensation. Directors and officers shall not be compensated for services as such unless and only to the extent that compensation is authorized by a majority of the Voting Members. This provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude the Association from contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be reimbursed for all actual and documented out of pocket expenses relating to the proper discharge of their respective duties. Directors and officers also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed, not to exceed a value of One Hundred Dollars ($100) per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meetings shall not be considered compensation.

10. Conflicts of Interest. Nothing herein shall prohibit a director or officer from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director or officer, provided that such conflict of interest of the director or officer is disclosed to the Board and the contract is approved by a majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested Director or officer shall be entitled to be present at any meeting at which the proposed contract is discussed but shall not be entitled to participate in the discussion of the proposed contract or vote.

11. Resignations. Any Director or officer may resign his post at any time by written resignation delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

12. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Charter shall be supplemented by the following provisions:

    12.1 Budget: Adoption by Board. The Board of Directors shall from time to time, and at least annually, prepare and adopt a proposed annual budget of Common Expenses which shall include all anticipated expenses for operation, maintenance and administration of the Condominium, for all of the unpaid operating expenses previously incurred, determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains Limited Common Elements with the cost to be shared only by those entitled to use the Limited Common Elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance and the Association's proportionate share of assessments of the Master Association as a Master Unit Owner of the Master Association.

12.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 12.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

12.3 Special Assessments. Special Assessments shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners, applied as a credit towards future Assessments, or deposited in the reserve account.

12.4 Depository. The depository of the Association shall be such bank or banks in the State of Tennessee as shall be designated from time to time by the Board or the lender of the Declarant or the Association and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made by checks signed by such person or persons as are authorized by the Board or by online banking in compliance with the depository's regulations. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance.

12.5 Acceleration of Installment Upon Default. If a Unit Owner is in default in the payment of an installment of such Unit Owner's Assessments, the Board of Directors or its designated agent may file a lien and accelerate the balance of the current budget year's Assessments upon thirty (30) days' prior written notice to such Unit Owner. At such time, the then-unpaid balance of the current budget year's Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or, if mailed by certified mail, not less than ten (10) days after the mailing of such notice to such Unit Owner by certified mail, whichever shall first occur.

12.6 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

12.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times on reasonable advance notice. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Within ninety (90) days following the end of the fiscal year, the Board shall mail, deliver or electronically transmit to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months.

12.8 Financial Review. The accounts of the Association shall be audited as a Common Expense by an independent certified public accountant selected by the Board after the close of each fiscal year. Such audited statement shall be made available to the Unit Owners absent circumstances beyond the control of the Board, within one hundred twenty (120) days of the Association's fiscal year end.

12.9 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these Bylaws and in the Declaration or as otherwise determined by the Board.

12.10 Fiscal year. The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.

13. Roster of Unit Owners. Each Unit Owner, except the Residential Master Unit, shall file with the Association a copy of the deed or other document showing his ownership. The Residential Unit Owner shall file an affidavit confirming the current number of residential units owned by owners other than the Declarant. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the Record Date shall be entitled to notice of and to vote at such meetings unless prior to such meeting other Unit Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

14. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of Unit Owners or Directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Charter or these Bylaws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.

15. Amendments. Except as may be provided in the Declaration to the contrary, these Bylaws may be amended in the following manner:

15.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

15.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by Voting Members holding not less than one-third (1/3) of the votes of the Association. Directors and Voting Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The proposed amendment must be approved by not less than two-thirds of the votes cast by

Voting Members present in person or by proxy at a duly called meeting of Unit Owners. Notwithstanding the foregoing, the following amendments may be made by the Declarant alone during the time the Declarant has the right to elect a majority of the Board of Directors of the Association and by the Board of Directors thereafter without the necessity of a vote of the Voting Members: amendments to correct any scrivener's errors or to make other nonmaterial changes; to comply with applicable federal, state or local laws; or to bring the Condominium into compliance with the applicable rules and regulations of the Federal National Mortgage Association ("FNMA"), Department of Housing and Urban Development ("HUD") and Veterans Administration ("VA").

15.3 Scrivener's Errors. Notwithstanding the foregoing, the following amendments may be made by the Declarant alone during the time the Declarant has the right to elect a majority of the Board of Directors of the Association and by the Board of Directors thereafter without the necessity of a vote of the Voting Members: amendments to correct any scrivener's errors or to make other nonmaterial changes; to comply with applicable federal, state or local laws; or to bring the Condominium into compliance with the applicable rules and regulations of the Federal National Mortgage Association ("FNMA"), Department of Housing and Urban Development ("HUD") and Veterans Administration ("VA").

15.4 Proviso. Notwithstanding anything to the contrary in these Bylaws, no amendment to these Bylaws shall be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities of (i) the Declarant without the prior written consent of the Declarant in each instance. No amendment shall be made that is in conflict with the Charter or Declaration. No amendment to this Section shall be valid.

15.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Declarant alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Declarant. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with a reference in the amendment to the Official Records Book and Page of said Public Records where the Declaration is recorded.

16. Rules and Regulations. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Declarant to Unit Owners other than the Declarant, Unit Owners may overrule the Board with respect to any such modifications, amendments or additions by unanimous vote cast by Voting Members present in person or by proxy at a duly called meeting of Unit Owners. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved- to the Declarant.

17. Books and Records. From the inception of the Association, the Association shall maintain for the Condominium, a copy of each of the following, where applicable, which shall constitute the official books and records of the Association:

(a) A copy of the recorded Declaration of Condominium and all amendments thereto;

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

(c) A certified copy of the Charter of the Association or other documents creating the Association and all amendments thereto;

(d) A copy of the current Rules and Regulations of the Association;

(e) A book containing the minutes of all meetings of the Board and of Unit Owners, which minutes shall be retained for a period of not less than three (3) years. The minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting, to include recordings made of such meetings.

(f) A current roster of all Unit Owners, their mailing addresses. Unit identifications, voting certifications, and if known, telephone numbers and electronic mail addresses;

(g) All current insurance policies of the Association and of all Condominiums operated by the Association;

(h) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;

(i) Accounting records for the Association and the Condominium. All accounting records shall be maintained for a period of not less than three (3) years. The accounting records shall include, but not be limited to:

(i) Accurate, itemized, and detailed records for all receipts and expenditures.

(ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.

(iii) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

The official books and records of the Association shall be maintained in the County in which the Condominium is located, or if in another county. The records of the Association shall be made available to a Unit Owner within ten (10) working days after receipt of a written request for such Unit Owner by the Board or its designee.

The official records of the Association shall be open to inspection by any Unit Owner or the authorized representative of such Unit Owner at reasonable times and on reasonable notice. The right to inspect the records includes the right to make or obtain copies, at reasonable expense, if any, of the Unit Owner. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Charter, Bylaws and rules, and all amendments to the foregoing, to ensure their availability to Unit Owner and prospective purchasers. The Association may charge a reasonable fee for preparing and furnishing these documents to those persons requesting same.

Notwithstanding anything to the contrary, the Board may limit or preclude inspection of confidential or privileged documents, including without limitation the following: attorney/client privileged communications, any record protected by the work-product privilege, including any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of civil or criminal litigation or adversarial administrative proceedings; information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a Unit; medical records of Unit Owner; and executive session meeting minutes.

18. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

19. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

20. Supremacy. These Bylaws are set forth to comply with the requirements of the Act. For purposes of the Act, the provisions contained In the Declaration dealing with the administration or maintenance of the Association or Condominium Property or the collection or payment of Common Expenses shall be deemed to be part of these Bylaws. In case any of these Bylaws conflict with the provisions of the Act, it is hereby agreed and accepted that the provisions of the Act will apply. In the event of any conflict among the Bylaws, Charter, Declaration or the Act, the Act shall control, followed by the Declaration, Charter and then these Bylaws.

SECRETARY'S CERTIFICATE

These Bylaws were adopted as of the _____ day of _____, 20___, by the Association.

_____

Secretary

RULES AND REGULATIONS
FOR

BROADWEST MASTER ASSOCIATION, INC.

1. Defined Terms. Capitalized terms not defined in these Rules and Regulations shall have the meanings given them in the Declaration of Condominium for Broadwest, Inc. (the "Declaration").

2. No Obstructions. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed or used for any purpose other than for ingress and egress to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables or any other objects may be stored therein, except in areas (if any) designated for such purposes.

3. Personal Property. The personal property of Unit Owners and Occupants must be stored in their respective Units.

4. Signs. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed by any Owner or Occupant in, on or upon any part of the outside of the Unit or Building or on corridor walls or doors or mounted on the inside of any windows or within the interior of the Unit, if visible from the exterior of the Building, except signs for Commercial Space pursuant to an express signage license as permitted by the Declaration and approved by the Declarant or the Association's Board of Directors, as applicable. Signs for any Commercial Unit shall conform to Building standards and shall, at Owner or Occupant's expense, be inscribed, painted, or affixed for Owner or Occupant by sign makers reasonably and promptly approved by the Association and acceptable to such Owner or Occupant. No temporary or portable signs shall be permitted on the sidewalks adjacent to the Condominium without the prior written approval of the Association.

5. Plumbing Fixtures. The sinks, toilets, bathtubs, water fountains and other plumbing fixtures shall not be used for any purpose other than those for which they were intended, and no sweepings, rubbish, rags, or other substances shall be thrown in them. All damage resulting from any misuse of fixtures shall be borne by the Unit Owner or Occupant who, or whose employees, agents, invitees, or guests, shall have caused the damage.

6. Balconies. No enclosures and/or articles other than patio furniture specified or approved by the Association shall be erected or placed on the balconies or other Common Elements. No linens, cloths, clothing, bathing suits and/or swimwear, curtains, flags, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies or other portions of the Condominium.

7. Falling Items. No Unit Owner or Occupant shall (a) permit anything to fall from a window, door, balcony or other portion of the Condominium Property, or (b) sweep or throw any dirt, water or other substance from any window, door, balcony or other part of the Common Elements.

8. Awnings. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls, patio, balcony or roof of the Building or other Common Elements, without the prior written consent of the Board of Directors of the Association, unless installed by the Association or Declarant. The Hotel Master Unit may have a canopy or portico at its main entrance for arriving and departing guests.

9. Antennae. No exterior radio, television, telephone or data reception antenna or any exterior wiring for any purpose may be installed on the roof or exterior walls of the Unit or on the Building without the prior written consent of the Association's Board of Directors in each instance.

10. Film in Windows. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

11. Reimbursement of Association Expenses. Whenever a Unit Owner or Occupant shall submit to the Association any plan, agreement, assignment, sublease, or other document for the Association's consent or approval, the Unit Owner shall reimburse the Association, on demand, for the actual out-of-pocket costs for the services of any architect, engineer, attorney or other consultant retained by the Association to review or prepare the plan, agreement, assignment, sublease, consent, or other document, and pay the Association a Building standard administrative fee for its services relating to the consent or approval, which expenses shall be disclosed in advance upon the Unit Owner's or Occupant's request.

12. Pets. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property or Master Units, except in accordance with the following and the Declaration:

(a) Dogs and cats shall not be permitted outside of their Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes, if any. In no event shall a dog or cat be allowed to be walked or taken on or about any recreational facilities serving the Residential Units, Upon request of any resident, each Unit Owner shall be deemed to agree to leave any elevator with his or her pet and wait for another elevator.

(b) Unit Owners shall immediately pick up all messes and solid wastes from their pets and dispose of same appropriately.

(c) Each Unit Owner shall be responsible for all damage caused by his or her pet.

(d) Pets may not play or exercise in the corridors, stairwells or other portions of the Condominium Property, other than the Owner's Unit.

(e) Each Unit Owner agrees to underwrite the cost of necessary exterminator measures in the Owner's Unit or others if the Unit Owner's pet is responsible for the infestation of the building or portions thereof.

(f) Each Unit Owner agrees to restrain its pet in an appropriate manner should it be requested either for cause or the result of a justifiable request from the Association (i.e., muzzled when going through public areas).

(g) Pets that are vicious, noisy or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet and the pet must be removed from the Condominium Property within three (3) days.

(h) No pets shall urinate or defecate on the balcony at any time. Any such violation

will be subject to a $1,000 per violation.

(i) No pets shall urinate or defecate on or around the Plaza of the Master Association.

13. No Interference. No Owner or Occupant shall make or permit to be made any unseemly or disturbing noises, or electromagnetic or radio interference, or vibrations, or disturb or interfere with Owners or Occupants of the Building or owners or tenants of a neighboring building or those having business with them, or interfere with equipment of the Association, Owners or Occupants of the Building, whether by the use of any musical instrument, radio, television, machines or equipment, unmusical noise, whistling, singing, or in any other way, including use of any wireless device or equipment, subject to express provisions of the Declaration. No Owner or Occupant shall throw anything out of the doors or windows or down the corridors, stairwells, or elevator shafts of the Building. Notwithstanding anything to the contrary, in the event of any conflict herein with the Declaration, the Declaration shall control.

14. Combustible Fluids. No Owner, Occupant or any of their respective employees, agents, invitees, or guests shall at any time bring or keep in the Unit any inflammable, combustible, or explosive substance or any chemical substance, other than reasonable amounts of cleaning fluids and solvents required in the normal operation of Owner or Occupant's business, all of which shall only be used in strict compliance with all applicable Environmental Laws.

15. Pass Key. The Association shall have a valid pass key to all spaces within the Unit at all times. No additional locks or bolts of any kind shall be placed on any of the doors or windows by Owner or Occupant, nor shall any changes be made in existing locks or the mechanism of the locks, without the prior written consent of the Association and unless and until a duplicate key is delivered to the Association. Each Occupant and each Owner shall deliver to the Association all keys to stores, offices, and toilet rooms, either furnished to or otherwise procured by Owner or Occupant, and in the event of the loss of any keys so furnished; Owner or Occupant shall pay the Association for the replacement cost of them.

16. Deliveries.

(a) No hand truck shall be used in any space, or in the public halls of the Building, either by Owner or Occupant or by jobbers or others, in the delivery or receipt of merchandise to an Owner or Occupant, except those equipped with rubber tires and side guards. No hand trucks shall be used in elevators other than the service elevator. All deliveries shall be confined to the service areas and through the approved service entries.

(b) All trucks and delivery vans shall be parked in designated areas only and not parked in spaces reserved for cars. All service doors are to remain closed except during the time that deliveries, garbage removal, or other approved uses are taking place. All loading and unloading of goods shall be done only at the times, in the areas, and through the entrances designated for loading purposes by the Association.

(c) Each Owner and Occupant shall comply with all rules and regulations imposed by the Association as to the delivery of letters, packages, and other items to the Unit by messengers.

(d) Persons moving furniture and other property into and out of Units must notify the Association in advance. All such moving must be conducted during the following times unless the Association otherwise consents in writing: Mondays through Fridays from 7:00 a.m. to 5:00p.m. and Saturdays and Sundays from 9:00 a.m. to 5:00 p.m. Moving vans and trucks used for this purpose shall only remain on Condominium Property when actually in use. All deliveries of hot

and/or cold food or groceries must be picked up within 24 hours of delivery. All deliveries greater than 3'x3'x3' or weighing over 75 pounds must be delivered directly to the unit and received by the Unit Owner or the occupant of the unit; the Unit Owner will be responsible for escorting the delivery from the loading area to their unit. All packages must be picked up within three (3) calendar days unless other arrangements are made with the property management group. All deliveries requiring use of the elevator are permitted in the Service Elevator only, no exceptions.

17. Additional Use Restrictions. No Owner or Occupant shall, unless otherwise approved by the Association, occupy or permit any portion of a Residential Unit to be occupied as, by, or for any purpose other than a residential purpose, unless the Association expressly grants permission to do so,

18. Control of Building Image. Owner or Occupant shall not create or use any advertising mentioning or exhibiting any likeness of the Building without the prior written consent of the Association. The Association shall have the right to prohibit any advertising that, in the Association's reasonable opinion, tends to impair the reputation of the Building or its desirability, and on notice from the Association, an Owner or Occupant shall discontinue the advertising.

19. Building Appearance. Each Owner and Occupant agrees and fully understands that the overall aesthetic appearance of the Building is of paramount importance; thus, the Association shall maintain complete aesthetic control over any and every exterior aspect of the Condominium Property, including all fixtures, signs, exterior lighting, awnings, and art work (in the context of any requested change or deficiency correction to such exterior); provided, however, that notwithstanding any limitation in this rule, all interior improvements to the Commercial Unit, or any subdivision thereof, that are visible from the exterior shall be reasonably consistent with Class A retail, restaurant, or commercial businesses, as applicable. The Association's control over the visual aesthetics shall be complete. The Association will notify Owner or Occupant in writing of any aesthetic deficiencies and Owner or Occupant will have seven days to correct the deficiencies to the Association's satisfaction. Notwithstanding anything to the contrary, in the event of any conflict herein with the Declaration, the Declaration shall control.

20. No Lodging in Non-Residential Units. No Commercial Unit shall be used for lodging or sleeping.

21. No Illegal or Disreputable Use. No Unit shall be used for any immoral, disreputable, or illegal purposes, or for any purpose that may be dangerous to life, limb, or property.

22. Repairs to Common Elements. Any maintenance requirements relating to the Common Elements will be attended to by the Association. The Association's employees shall not perform any work or do anything outside of their regular duties, unless under specific instructions from the office of the Association.

23. No Solicitation. Canvassing, soliciting, and peddling within the Building is prohibited and each Owner and Occupant shall cooperate to prevent such activities.

24. Ceiling Tiles. If, in the Association's reasonable opinion, the replacement of ceiling tiles in the Common Elements becomes necessary after they have been removed on behalf of an Owner or Occupant by telephone company installers or others, the cost of replacements shall be charged to Owner or Occupant on a per tile basis.

25. Wood Products. All paneling or other wood products not considered furniture that Owner or Occupant shall install in the Unit shall be of fire retardant materials. Before the installation of

these materials. Owner or Occupant shall submit to the Association a satisfactory (in the reasonable opinion of the Association) certification of the materials' fire retardant characteristics.

26. Electrical Equipment. No Owner or Occupant shall install, operate, or maintain in the Unit or in any other area of the Building, any electrical equipment that does not bear the U/L (Underwriters Laboratories) seal of approval, or that would overload the electrical system or any part of the system beyond its capacity for proper, efficient, and safe operation as determined by the Association, taking into consideration the overall electrical system and the present and future requirements therefor in the Building. Owner or Occupant shall not furnish any cooling or heating to the Unit, including the use of any electronic or gas heating devices, without the Association's prior written consent.

27. Environmental Matters. Each Owner or Occupant will take all steps necessary to prevent: inadequate ventilation, emission of chemical contaminants from Indoor or outdoor sources, or both, or emission of biological contaminants. Owner or Occupant will not allow any unsafe levels of chemical or biological contaminants (including volatile organic compounds) in the Unit, and will take all steps necessary to prevent the release of contaminants from adhesives (for example, upholstery, wallpaper, carpet, machinery, supplies, and cleaning agents).

28. Weight Limits. No Owner or Occupant shall place a load on any floor of the Unit exceeding the floor load per square foot area that such floor was designed to carry. The Association reserves the right to prescribe the weight limitations and position of all heavy equipment and similar items, and to prescribe the reinforcing necessary, if any, that in the opinion of the Association may be required under the circumstances, such reinforcing to be at Owner or Occupant's expense.

29. Trash Removal: Disposal of Boxes. Each Owner and Occupant shall be responsible for the removal and proper disposition of all crates, oversized trash, boxes, and items termed garbage, from the Unit. The corridors and delivery areas arc to be kept clear of these items. Each Owner or Occupant shall arrange for the collection of standard items of trash in standard receptacles from its Unit and the transfer of such trash to the trash room or dumpster in order to facilitate the removal of trash by the Association. Owner or Occupant shall ensure that liquids are not disposed of in the receptacles. Each Owner or Occupant shall comply with any recycling programs for the Building implemented by the Association from time to time.

30. No Unauthorized Activity on Common Elements. Owner or Occupant shall not conduct any business, loading or unloading, assembling, or any other work connected with Owner or Occupant's business in any Common Elements without the prior written permission of the Association and only on such terms and conditions as the Association may specify.

31. No Cutting. Marking. Decorating Common Elements. No Owner, Occupant, or any of their respective employees, agents, invitees, or guests, shall paint or decorate the Unit, or mark, paint, or cut into, drive nails or screw into nor in any way deface any Common Elements without the prior written consent of the Association.

32. Outside Services. If Owner or Occupant desires a signal, communications, alarm, or other utility or service connection installed or changed, the work shall be done at the expense of Owner or Occupant, with the approval and under the direction of the Association. If the Association consents. Owner or Occupant shall promptly repair any damage to the Building resulting from Owner or Occupant's activities, including any damage due to preparations for storms.

33. No Liability for Lost or Stolen Property. The Association shall not be responsible for lost or stolen personal property, equipment, or money occurring anywhere on the Building, regardless

of how or when the loss occurs.

34. Notice of Accidents. An Owner or Occupant shall promptly report to the Association all accidents or injuries occurring in the Common Elements.

35. Telecommunication Providers. The Association reserves the right to grant or deny access to the Building to any telecommunications service provider. Access to the Building by any telecommunications service provider shall be governed by the terms of the Association's standard telecommunications license agreement, which must be executed and delivered to the Association by such provider before it is allowed any access whatsoever to the Building.

36. Request for Waiver. The Association's Board of Directors may, on request by any Owner or Occupant, waive compliance by the Owner or Occupant with any of the Rules and Regulations provided that (a) no waiver shall be effective unless in writing and signed by the Association or Association's authorized agent, (b) a waiver shall not relieve the Owner or Occupant from the obligation to comply with the rule or regulation in the future unless expressly consented to by the Association, and (c) no waiver granted to any Owner or Occupant shall relieve any other Owner or Occupant from the obligation of complying with the Rules and Regulations unless the other Owner or Occupant has received a similar waiver in writing from the Association's Board of Directors.

37. Notice. Hearing and Fines. Every Owner and Occupant shall comply with these Rules and Regulations as set forth herein, all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or Occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner. Occupant or Occupant their respective family members, guests, invitees, lessees or employees, to comply with *any* covenant, restriction, rule or regulation herein or in the Declaration, Charter or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or Occupant of the infraction or infractions. Included In the notice shall be a date and time of the next meeting of the rules enforcement committee at which time the Owner or Occupant shall present reasons why penalties should not be imposed.

(b) Hearing: The Association shall afford such person an opportunity for hearing before a rules enforcement committee composed of other Unit Owners after reasonable notice of not less than 14 days. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. A written decision of the committee shall be submitted to the Owner or Occupant by not later than 21 days after the meeting. If the committee does not agree with the fine, the fine may not be levied.

(c) Fines: The Board of Directors may impose fines against the applicable Owner or Occupant up to the maximum amount permitted by law from time to time.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines: Fines shall be paid not later than 30 days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors,

(g) Non-Exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or Occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or Occupant.

38. Application. These Rules and Regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. These Rules and Regulations shall not apply to the Declarant, nor its agents or employees and contractors, nor to the Units owned by the Declarant. All of these Rules and Regulations shall apply to all other Owners and Occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

39. NO PENETRATION OF FLOOR OR CEILING. IN NO EVENT MAY THE LOWEST SURFACE OF THE CEILING SLAB OR THE HIGHEST SURFACE OF A FLOOR SLAB OF ANY UNIT BE CUT OR PENETRATED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION.

40. Other Construction Matters.

(a) All contractors performing work to the structure or systems of the Building must be approved by the Association.

Subject to compliance with applicable law, all repair, construction, decorating or remodeling work shall only be performed only during the following times unless the Board of Directors expressly authorizes in writing additional or alternative hours: Mondays through Fridays from 7:00 a.m. to 5:00 p.m. and Saturdays and Sundays from 9:00a.m. to 5:00p.m.

(b) The following rules for contractors and subcontractors apply:

i. No contractor or subcontractor shall be authorized or permitted to perform work within the Building unless an Owner pre-registers with the Association the name, address, telephone number and fax number of the Owner's representative who will be overseeing the work being performed in the Unit.

ii. Prior to commencing work, the Owner's representative must submit to the Association a list of names, addresses and telephone numbers of all subcontractors who will be working in the Unit, together with a schedule for their work, appropriate permits and licenses and proof of the required Insurance.

iii. The contractor and all sub-contractors must have all permits and licenses required by the Metropolitan Government of Nashville-Davidson

County and other applicable governmental authorities and submit proof of same for the Association's file.

iv. Prior to commencing work, the contractor shall be responsible for delivering to the Association a current certificate of insurance evidencing that the contractor and all of its sub-contractors carries the following insurance and limits: (a) commercial general liability insurance with limits of not less than $1,000,000 per occurrence and not less than $2,000,000 aggregate, (b) Worker's Compensation insurance, and (c) an umbrella policy of no less than $2,000,000 per occurance that follows form to the underlying general liability policy. The Association shall have the right to require additional insurance and higher limits based upon the type, risk and complexity of work involved.

v. All persons will enter the Building through the entrance designated by the Association from time to time, where they will be registered by the Association. The Association shall have no obligation to provide any parking area for vehicles of contractors, subcontractors or workers.

vi. No passenger elevators shall be used at any time by contractors and subcontractors or for the moving of furniture, freight or other personal property in and out of the Units without properly protecting the floor and wall surfaces of the cab.

vii. All trash and debris shall be hauled off by each contractor or subcontractor on a daily basis unless a dumpster is specifically designated for their use.

viii. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets or bathtubs.

ix. Breaks and lunches, if taken inside the Building, should be confined to the Owner's Unit,

x. Electronic devices which emit noise (including without limitation radios, portable DVD players, portable CD players, etc.) will not be allowed unless used with earphones.

xi. Access to the individual Unit must be coordinated through the Owner or designee.

xii. Contractors and subcontractors are not to tamper with or hang extension cords from any of the sprinkler heads.

(d) Smoke alarms are to be left in place. They are to be properly protected during the interior finish work which generates heavy airborne particles, i.e. sanding and painting.

(e) Smoking will not be allowed in a Unit. Smoking is prohibited in the Common Elements and in all Master Units.

(f) Each Owner is responsible for the actions and omissions of his or her contractor and subcontractor while they are present in the Building. Contractors, and subcontractors are in the

Building at their own risk and agree to indemnify' and hold harmless the Declarant and Association for any liability or damages which might arise in connection with their activities in the Building.

(g) Should a contractor or subcontractor discover a defect in a Unit, they must notify the Association immediately so the defect may be verified and corrected prior to performing any work which might be impacted by the defect,

ASSOCIATION RULES RELATING TO THE RESIDENTIAL UNITS

In addition to the Rules and Regulations of the Association relating to all Units and all Owners and Occupants, the following rules of the Association apply to all Residential Units and their Owners and Occupants:

1. Residential Balconies. No enclosures and/or articles other than patio type furniture shall be erected or placed on the Common Elements or Residential Balconies. No linens, flags, cloths, clothing, bathing suits and/or swimwear, towels, curtains, rugs, mops, umbrellas, dog crates, trees, or laundry of any kind, or other articles, shall be shaken or hung from any windows, doors or Residential Balconies.

2. Exterior Appearance. To maintain harmony of exterior appearance no one shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Building visible from the exterior of the building or from any Unit without the prior written consent of the Board of Directors. All curtains, shades, drapes and blinds shall be neutral in color per the specification provided by the Declarant or Association or lined with material of this color. The type and color of tile or other hard surface covering installed on Balconies of Units must be approved by the Board of Directors. Owners shall submit to the Board at least three (3) samples of requested tile or other hard surface covering.

3. Clothes Divers. A Residential Unit Owner shall be permitted to install and use only a clothes dryer which meets the specific performance criteria for dryer exhaust capacity for the equivalent duct run for the applicable Unit.

4. Garbage; Trash. Disposal of garbage and trash shall be only by use of trash chutes, receptacles approved by the Association or by use of garbage disposal units. Owners and Occupants of Residential Units must: (i) place trash in the trash chutes securely bagged (which bags may not contain bulky items or breakable glass objects); (ii) dispose of bagged trash in chutes only between the hours of 6:30AM and 9:00PM; (iii) bundle newspapers; (iv) dispose of food and vegetable scraps in the individual Unit garbage disposals; (v) carry bulky items and breakable glass objects down to the trash rooms; and (vi) not leave or place garbage or trash in hallways or corridors. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

5. Noise: Electronic Devices: Musical Instruments. No Residential Unit Owner or Occupant shall make or permit any loud or disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the quiet enjoyment, rights, comforts or conveniences of other Residential Unit Owners or Occupants. No Residential Unit Owner or Occupant shall play or permit to be played any musical instrument, or operate or permit to be operated any electronic or acoustical device emitting sound (including without limitation any phonograph, stereo, television, radio, tape machine, compact disc player, DVD players, CD players, computers, handheld game devices, karaoke or sound amplifier)

in his Residential Unit in such a manner as to unreasonably disturb or annoy other residents. No Residential Unit Owner or Occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

6. Operating Hours. Recreational facilities will be used in such a manner as to respect the rights of others, and the Board of Directors may regulate duration of use, hours of opening and closing and schedule their use.

7. Children. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and ail other rules and regulations of the Association. All children under 16 years of age must be accompanied by a responsible adult when entering and/or utilizing the fitness center and other recreation areas serving the Residential Units.

8. Registration of Guests. Tenants. All persons occupying Residential Units other than the Unit Owners shall be registered with the Association at or before the time of their occupancy of the Unit. This includes tenants and guests. No guest shall be permitted to use the amenities if the Unit Owner is absent for longer than 12 hours.

9. Hotel Services. All services available and provided from the Conrad Hotel are on a per service basis and will be handled through the concierge. All services shall be billed on a monthly basis, and if not paid in a timely manner, further services will be denied.

PARKING AND GARAGE RULES

1. No Owner or Occupant, its employees, agents, contractors, and invitees shall be permitted to occupy at any one time more than the number of parking spaces in the Garage expressly assigned or allocated to such Owner or Occupant (including any parking spaces reserved exclusively for the Owner or Occupant).

2. Each Owner, Occupant and their respective employees, agents, contractors, and invitees shall abide by all posted signs in and about the Garage.

3. The Association shall have the right to tow or otherwise remove vehicles of an Owner, Occupant and their respective employees, agents, contractors, or invitees that are improperly parked, blocking ingress or egress lanes, or violating parking and Garage rules, at the expense of Owner or Occupant or the owner of the vehicle, or both, and without liability to the Association.

4. On request by the Association, each Owner and Occupant shall furnish the Association with the license numbers and descriptions of any vehicles of Owner or Occupant, its principals, employees, agents, and contractors.

5. Overnight parking in the Garage is prohibited (except for authorized vehicles parked in assigned spaces in the Residential Garage Area, Hotel Garage Area or guest with the prior authorization of the Association).

6. Parking spaces shall not be used for parking commercial vehicles or trucks (except sports utility vehicles, mini-vans, and pick-up trucks utilized as personal transportation), boats, personal watercraft, or trailers. The Declarant shall be exempt from this regulation for vehicles which are engaged in any activity relating to construction, maintenance or marketing of residences, as are commercial vehicles used by vendors of the Association or Condominium Association while engaged in work at the Building.

7. No vehicle that exceeds the size of one parking space may be parked in the Garage. No parking space may be used for the storage of equipment or other personal property.

8. Bicycles and mopeds shall be parked only in the bike storage areas or as may otherwise be designated by the Association.

9. No vehicle maintenance is permitted in the Garage. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept in the Garage.

10. No parking on the Plaza or outside of the Parking Garage is allowed.

11. The Association, in its sole and absolute discretion, may establish from time to time a parking decal or pass card system, security check-in, or other reasonable mechanism to restrict parking in the Garage.

CHARTER

OF

BROADWEST MASTER CONDOMINIUM ASSOCIATION, INC.

The undersigned, having capacity to contract and acting as the incorporator of an Association under the Tennessee Nonprofit Association Act, as amended, adopts the following charter for such Association:

1. The name of the Association is Broadwest Master Condominium Association, Inc. (the "Association").

2. The Association is a mutual benefit corporation.

3. The name of the initial registered agent and the street address, county and zip code of the Association's initial registered office are:

National Registered Agents, Inc.
300 Montvue Road
Knoxville, Tennessee 37919

4. The name and address of the incorporator of the Association is:

John A. Gupton, III
Baker Donelson Bearman Caldwell & Berkowitz, P.C.
211 Commerce Street, Suite 800
Nashville, Tennessee 37201

5. The street address, county and zip code of the principal office of the Association are:

1616 West End Avenue
Nashville, Tennessee 37213
Davidson County
Principal Officer: Chris Brown

6. The Association is not-for-profit.

7. The Association shall have members. The members of the Association shall be the five owners of: the Office Master Unit; the Hotel Master Unit; the Office Retail Master Unit; the Parking Master Unit; and the Residential Master Unit, as represented by the person appointed by the Residential Condominium Association.

8. Voting rights of the members of the Association shall be governed by the Declaration and the form of Bylaws attached thereto.

9. To the extent allowed by the laws of the State of Tennessee, no present or future director of the Association (or his or her estate, heirs and personal representatives) shall be liable to the Association or its members for monetary damages for breach of fiduciary duty as a director of the Association. Any liability of a director (or his or her estate, heirs and personal representatives) shall be further eliminated or limited to the fullest extent allowed by the laws of the State of Tennessee, as may hereafter be adopted or amended.

10. With respect to claims or liabilities arising out of service as a director or officer of the Association, the Association shall indemnify and advance expenses to each present and future director and officer (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

11. The purposes for which the Association is organized are: to operate a master condominium management association solely to provide for the acquisition, construction, management, maintenance, architectural control, preservation, and care of Association property and the interest of the Master Unit Owners in the development project known as Broadwest; the exercise of any and all rights, responsibilities, powers, and privileges contained in the Declaration and the Bylaws of the Association; and generally to engage in any other lawful endeavor or activity in furtherance of the foregoing,

12. No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its directors, officers, members or other private individuals or persons, except that the Association shall be authorized and empowered to:

(a) pay reasonable compensation for goods and services rendered,

(b) rebate excess membership dues, fees or assessments, and

(c) make payments in furtherance of the purposes set forth in the paragraph just above.

13. Amendment to these Articles shall require the assent of two-thirds (2/3) of the entire membership of the Association. The Association may be dissolved with assent given in writing by no less than eighty percent (80%) of the membership of the Association and eighty percent (80%) of lenders having first mortgage liens on any units to which eighty percent (80%) of the votes in the Association are allocated, to which eighty percent (80%) in the Association are allocated, with the assets of the Association, absent merger or consolidation, being distributed as deemed appropriate by the members and allowed by applicable law.

14. Upon the dissolution of the Association, all assets of the Association shall be distributed to a non-profit organization with purposes similar to those of the Association. Such organization to be chosen by the directors of the Association as part of the plan of dissolution of the Association.

DATED this ____ day of 2020.

_____

John A. Gupton, III, in the capacity of incorporator

BYLAWS

OF

BROADWEST MASTER CONDOMINIUM ASSOCIATION, INC.

1. Identity. These are the Bylaws (these "Bylaws"') of BROADWEST MASTER CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Tennessee non-profit corporation formed for the purposes set forth in its Charter filed with the Tennessee Secretary of State, These Bylaws provide for the governance of the Association in accordance with the Tennessee Condominium Act of 2008, Sections 66 27-201, et seq.. Tenn. Code Ann., (the "Act"), the Charter, and the Declaration of Condominium for Broadwest, recorded with the Office of the Register of Deeds of Davidson County, Tennessee (the "Declaration"),

2. Definitions. Unless defined herein, capitalized terms used in these Bylaws have the same meanings as set forth in the Declaration or the Act.

3. Members and Voting Members.

3.1 Qualification for Membership. All Unit Owners of record shall be members of the Association. Accordingly, membership in the Association may be transferred only as an incident to the transfer of the transferor's Condominium Parcel. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a member of the Association. No person holding an interest in a Unit merely as security for the performance of an obligation shall be deemed to be a Unit Owner, and the giving of a security interest shall not terminate the Unit Owner's membership.

3.2 Fixing Record Date. For the purpose of determining the identity and address of each Unit Owner entitled to notice of or to vote at any meeting of Members, or in order to make a determination of Unit Owners for any other purpose, the Board of Directors shall fix in advance a date as the record date for such determination (the "Record Date"). The Record Date shall not be more than the maximum number of days prior to the date on which the particular action of the Unit Owners is to be taken fixed by Tenn. Code Ann. Section 48-57-107. When the identity and address of each Unit Owner entitled to vote at any meeting has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new Record Date for the adjourned meeting which it must do if the meeting is more than 90 days after the date fixed for the original meeting.

(a) Unless the Association receives written notice of any change in the identity or address of a Unit Owner at least five (5) days prior to the mailing, delivery or electronic transmission of the notice of the subject meeting, then the notice to the Unit Owner as of the Record Date shall be effective as to such Unit.

(b) Unless the Association receives written notice of any change in the identity or address of a Unit Owner prior to the Association's receipt of any ballot from such Unit Owner for the election of directors, then the ballot submitted by the Unit Owner as of the Record Date shall be effective as to such Unit.

(c) Unless the Association receives written notice of any change in the identity and address of a Unit Owner prior to the meeting for which the proxy is intended and

the successor Unit Owner submits a new proxy or is present in person at the meeting, then the proxy submitted by the Unit Owner as of the Record Date shall be effective as to such Unit.

3.3 Voting.

(a) Number of Votes. Each Master Unit shall have one (1) indivisible vote. The votes allocated to a Unit shall be cast by the Voting Member for such Unit. If a Unit Owner owns more than one Unit, the Voting Member for such Units shall be entitled to cast the number of votes for each Unit owned.

(b) Majority Vote.

(i) Except as otherwise provided by law, the Declaration, the Charter or these Bylaws, the acts approved by a majority of the votes cast by Voting Members present in person or by proxy at a meeting at which a quorum has been attained shall be binding upon all Unit Owners for all purposes.

(ii) As used in these Bylaws, the Charter or the Declaration, the terms "majority of the Unit Owners" and "majority of the Voting Members" shall mean a majority of the votes entitled to be cast by the Voting Members present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained and shall not mean a majority of the Voting Members themselves, or a majority of the Units or a majority of the total votes entitled to be cast by all Voting Members. Similarly, if some greater percentage of Voting Members is required herein, by the Act, or In the Declaration or Charter, it shall mean such greater percentage of the votes of Voting Members and not of the Voting Members themselves or of the Units or of the total votes entitled to be cast by all Voting Members.

(c) Voting Member. The record owner of each Unit shall designate a Voting Member for the Unit. Ownership of the Unit shall be established by reference to the membership roster for purposes of determining the Voting Member with respect to that Unit. If a Unit is owned by one person, that person shall be deemed to be the Voting Member for such Unit. If a Unit is owned by more than one person, those persons (including spouses) shall decide among themselves as to who shall act as the Voting Member for the Unit and the Voting Member shall be designated in a certificate signed by all record owners and filed with the Association. In the event that those persons cannot so decide, no vote shall be cast. If a Unit is owned by a corporation, limited liability company, general partnership, limited partnership or trust, the Voting Member shall be designated by a certificate signed by an appropriate officer, partner, manager or member or trustee of the entity and filed with the Association. The person designated as the Voting Member need not be a Unit Owner. The certificate shall be filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote(s) for a Unit may be revoked by any record owner of an undivided interest in the Unit.

(d) Failure to File Certificate Designating the Voting Member.

1. Generally. Unit Owners other than the Declarant who were required but

failed to file a certificate as provided in Section 3.3(c) shall not be considered Voting Members for purposes of determining whether a quorum has been attained at the meeting, nor shall such Unit Owners be permitted to vote at meetings of the Unit Owners on any issue.

2. Voting by Co-Unit Owners. If a Unit is owned by more than one person and the co-Unit Owners have elected not to file a certificate designating one of them or another person as a Voting Member, the presence (in person or by proxy) of any one or more of them at a meeting of the Unit Owners shall be considered to be the presence of a Voting Member for purposes of determining whether a quorum has been attained at the meeting. If only one co-Unit Owner attempts to cast the vote for a Unit, it shall be conclusively presumed that such co-Unit Owner is authorized on behalf of all of his or her co-Unit Owners to cast the vote for such Unit. If more than one of them are present (in person or by proxy), (i) in no event shall the number of votes cast by any Unit exceed the number of votes allocated to such Unit, (ii) if a dispute arises between the co-Unit Owners as to how the vote shall be cast or two (2) or more of them attempt to cast such vote or votes, they shall lose the right to cast their vote or votes on the matter(s) being voted upon, but their vote shall be continued to be counted for the purpose of determining the existence of a quorum.

(e) Delinquent Owner. No Unit Owner shall be eligible to vote, either in person or by proxy, or to act as a proxy for any other member, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due to the Association or if the Unit Owner has had its voting rights suspended for the infraction of any provision of the Declaration, these Bylaws, or any rule of the Association. If the voting rights of a Unit Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a majority or a quorum.

3.4 Electronic Transmissions of Notices. Whenever the term "electronic transmission," "electronically transmit," "electronic notice" or terms of similar import is used in the Bylaws, Declaration or Charter, it shall refer to any form of communication not directly involving the physical transmission of paper, but which may be directly reproduced to paper, in a comprehensible and legible form. The Association shall be entitled to electronically transmit notices, proxies and other communications to any Unit Owner who consents in writing to accept electronic notices. Such consent may be revoked in writing at the discretion of the Unit Owner. Electronic notice addresses must be maintained among the official records of the Association, and are to be removed from the official records when permission to receive electronic notices is revoked by member

4. Unit Owner Meetings.

4.1 Annual Meeting. The annual meeting of the Unit Owners shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the Unit Owners, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of January following the year

in which the Declaration is filed. The annual meeting may be held in conjunction with the Board of Directors annual meeting.

4.2 Special Meetings. Special meetings of the Unit Owners may be held at such time and place as determined by the President and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the Voting Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners upon written request of Voting Members holding not less than twenty percent (20%) of the total voting interests. Any such written petition by the Voting Members must be submitted to the Association's Secretary. The Secretary shall then verify that Voting Members holding the required voting interests have joined in the petition and shall submit all proper petitions to the President The President shall then promptly call a special meeting for the purpose stated in the petition setting the date, time and location of the meeting (which is not required to be the date, time or location requested in any petition submitted to the Association), and the Secretary shall send notice of the meeting in accordance with these Bylaws. Any special meeting called pursuant to written petition shall be set within thirty (30) days of the date of the petition.

4.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit a Unit Owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting, may do so, provided that the Board may require as a condition to speaking that the Unit Owner file a written request with the Secretary of the Association prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers) all Unit Owners speaking at a meeting shall be limited to a maximum of five (5) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

(a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound, light or heat emissions.

(b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.

(c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

(d) At least 24 hours prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

(e) Unit Owner must provide an unedited copy of the recording to the Board immediately after such meeting.

4.4 Notice of Meeting: Waiver of Notice. Notice of a meeting of the Unit Owners (annual or special), stating the time and place, the purpose(s) for which the meeting is called and any other matters required by Tenn. Code Ann. Section 48-57-105 shall be given by the

President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be hand delivered, sent by regular mail or electronically transmitted to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting. The delivery, mailing or electronic transmission shall be sent to the address of the Unit Owner as it appears on the roster of Unit Owners. Where a Unit is owned by more than one person, the Association shall provide notice for meetings and all other purposes to the address initially identified for that purpose by the Declarant and thereafter at the address designated by one or more of such Unit Owners to the Association in writing; provided, however, if no address is given or if the Unit Owners disagree on the notice address, notice shall be sent to the address for the Unit at the Condominium Property. The posting and mailing, delivery or electronic transmission of the notice for either special or annual meetings, which notice shall incorporate an identification of agenda items, shall be effective no fewer than ten (10) days and no more than two (2) months, prior to the date of the meeting. The Board shall adopt by rule, and give notice to the Unit Owners of, a specific location on the Condominium Property upon which all notices of Unit Owners' meetings shall be posted.

Notice of specific meetings may be waived before or after the meeting. The attendance of any Unit Owner (or person authorized to vote for such Unit Owner), either in person or by proxy, shall constitute such Unit Owner's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association or the manager or other person providing notice of the meeting shall provide a United States Postal Service certificate of mailing or an affidavit of delivery or electronic transmission to be included in the official records of the Association, affirming that notices of meetings were posted and mailed, hand delivered or electronically transmitted to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

4.5 Quorum of Unit Owners. A quorum of the Unit Owners shall be attained by the presence, either in person or by proxy (limited or general), of persons eligible to cast at least 20% of the votes of Voting Members at a duly called meeting of the Unit Owners. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

4.6 Proxies. Votes to be cast at meetings of the Unit Owners may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing or sent via electronic transmission, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Proxies may be revoked

only by written notice delivered to the Secretary prior to the scheduled commencement date of the meeting. A later dated proxy shall automatically be deemed to invalidate any previously given proxy, There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Declarant). The holder of a proxy need not be a Unit Owner. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.

4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Voting Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

4.8 Order of Business. If a quorum has been attained, the order of business at annual meetings of the Unit Owners, and, if applicable, at other meetings of the Unit Owners, shall be:

(a) Call to order by President and collection of ballots not previously cast;

(b) Appointment by the President of a chairman of the meeting (who need not be a Unit Owner or a Director);

(c) Proof of notice of the meeting or waiver of notice;

(d) Appointment of inspectors of election;

(e) Counting of ballots for election of Directors; counting of proxies for proposed resolutions;

(f) Reading of minutes;

(g) Reports of officers;

(h) Reports of committees;

(i) Unfinished business;

(j) New business; and

(k) Adjournment.

Such order may be waived in whole or in part by the direction of the chairman, or president if no chairman is presiding.

4.9 Minutes of Meetings. The Association shall keep minutes of all meetings of Unit Owners which shall be available for inspection by Unit Owners or their authorized representatives and Board members as provided in Article 17 of these Bylaws.

4.10 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of Unit Owners, may be taken without a meeting, without prior notice and

without a vote if a consent in writing, setting forth the action so taken, shall be signed by eligible Voting Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Unit Owners at which all Voting Members (or authorized persons) eligible to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving Voting Members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by eligible Voting Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to all Unit Owners. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document. Executed written consents shall be included in the minutes or filed with the Association's records.

5. Directors.

5.1 Membership. The affairs of the Association shall be governed by a Board of Directors consisting of five (5) natural persons who are 18 years of age or older. Directors may not vote at Board meetings by proxy or by secret ballot.

5.2 Election of Directors. Except for Declarant-appointed Board members, Directors shall be appointed by the Owners of each Master Unit(s) at the time and place at which the annual meeting is scheduled to occur regardless of whether a quorum is present.

Not less than fourteen (14) days nor more than thirty (30) days prior to the scheduled election meeting, the Association shall then mail, deliver or electronically transmit a notice of the meeting to all Unit Owners. The election of Directors shall be by written appointment of each Owner.

5.3 Vacancies and Removal.

(a) Any Director appointed by Unit Owners (other than the Declarant) may be recalled and removed, with or without cause. A Director may only be recalled or removed by the majority vote of the Unit Owners or if a Director sells their Unit. As to vacancies resulting from the removal of Directors by a majority vote of Voting Members, vacancies in the Board of Directors occurring between annual meetings of Unit Owners shall be filled by the Owner of the Master Unit who appointed the Director of the vacated Director. In the event of any vacancy in a position elected or appointed by the Declarant, the Declarant shall be entitled to elect or appoint a replacement without the necessity of any meeting.

(b) The Directors elected or appointed by the Declarant shall be subject to removal by the Declarant without the necessity of any meeting.

5.4 Term. Prior to the date the Declarant relinquishes control of the Association, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until the Director's successor is duly appointed and has taken office, or until the Director is removed in the manner elsewhere provided. At the first election of Directors where the Unit Owners other than the Declarant are entitled to elect a majority of the Directors, the Directors shall be elected for staggered terms as follows: (a) one Director shall be elected as Director for a term of one (1) year; (b) one Director shall be elected for a term of two (2) years; and (c) one Director shall be elected for a term of three (3) years. The Director with the largest number of votes shall serve for three (3) years. The Director with the second largest number of votes shall serve for two (2) years and the Director with the third largest number of votes shall serve for one (1) year. At each subsequent election, the term of each Director's service shall commence upon the Director's election and extend until the later of (x) the second annual meeting of the members thereafter or (y) until such Director's successor is duly elected and has taken office, unless the Director is removed in the manner elsewhere provided herein. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which he may serve. After each Director's term expires, each Director may be elected for three year terms thereafter. Any Director designated by the Declarant shall serve at the pleasure of the Declarant and may be removed and replaced by the Declarant at any time. Directors may only serve three terms.

5.5 Organizational Meeting. The organizational meeting of newly elected or appointed Directors shall be held within fifteen (15) days of their election or appointment. The Directors calling the organizational meeting shall give at least three (3) days' advance notice thereof, stating the time and place of the meeting.

5.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, hand delivery, telephone or electronic transmission and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present. Any Unit Owner may tape record or videotape meetings of the Board, in accordance with the rules adopted by the Board. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be mailed, delivered or electronically transmitted to all Unit Owners not less than fourteen (14) and nor more than thirty (30) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or where required by the Act.

5.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the

beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

5.8 Quorum of Directors. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Charter or these Bylaws.

5.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).

5.10 Joinder in Meeting Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

5.11 Presiding Officer. Except as otherwise provided herein, the presiding officer at the Director's meeting shall be the President (who may, however, designate any other Director or officer to preside).

5.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

(a) Proof of due notice of meeting;

(b) Reading and disposal of any unapproved minutes;

(c) Reports of officers and committees;

(d) Election of officers;

(e) Unfinished business;

(f) New business;

(g) Adjournment

Such order may be waived in whole or in part at the direction of the presiding officer.

5.13 Minutes of Meetings. The Association shall keep minutes of all meetings of the Board of Directors, which shall be available for inspection by the Board members. Unit Owners or their authorized representatives as provided in Article 17 of these Bylaws. The vote or abstention of each Director on each issue voted on by the Board at a meeting shall be reflected in the minutes of such meeting.

5.14 Committees. The Board may by resolution also create Committees and appoint persons to

such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable.

5.15 Declarant Control of Board. Notwithstanding anything to the contrary contained in this Article 5 or otherwise, the Board shall consist of three Directors during the period that the Declarant is entitled to appoint a majority of the Directors, as hereinafter provided, the Declarant shall be entitled to appoint the Director(s) until such time as the Declarant has conveyed 75% of the Master Units. For example, when the Declarant has conveyed 75% of the Master Units to persons other than the Declarant, the Master Unit Owners shall be entitled to elect the Directors for the Association.

Within seventy-five (75) days after the Unit Owners are entitled to elect a member or members of the Board of Directors, or sooner if the Declarant has elected to accelerate such event as stated below, the Association shall call, and give not less than sixty (60) days' notice of, an election for the member or members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so.

Unit Owners are entitled to elect not less than a majority of the members of the Board of Directors upon the earlier of: (a) four months after 75% of the Units have been conveyed to Unit Owners other than the Declarant; or (b) seven (7) years after recordation of the Declaration, whichever occurs first. The Declarant may transfer control of the Association to Unit Owners other than the Declarant prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners to elect Directors for a majority of the Voting Groups and assume control of the Association. Provided the Declarant gives at least seventy-five (75) days' notice of its decision to cause its appointees to resign to the Unit Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Declarant refuse or fail to assume control.

At the time the Unit Owners elect a majority of the members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association and such Unit Owners shall accept control. At that time (except as to the items identified in subsection (a), which may be delivered 120 days thereafter), Declarant shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Declarant and the official book and records of the Association identified in Article 17, at Declarant's expense, together with the following items, if applicable to the Condominium:

(a) The financial records, including financial statements of the Association, and source documents from the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principals. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Declarant was charged and paid the proper amounts of Assessments.

(b) Association funds or the control thereof.

(c) All tangible personal property that is the property of the Association or is or was

represented by the Declarant to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property,

(d) A copy of the plans and specifications utilized in the construction of the Improvements and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property.

(e) Copies of any certificates of occupancy which may have been issued for the Condominium Property.

(f) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

6. Authority of the Board.

6.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Charter or these Bylaws may not be delegated to the Board of Directors by the Unit Owners, Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining all Common Elements and the Association Property.

(b) Determining the expenses required for the operation of the Association and the Condominium; preparing and adopting a budget.

(c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property.

(d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium and Association Property, subject to the right of the Unit Owners to overrule the Board as provided in Article 15.

(e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its Unit Owners. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.

(g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association, or its designee.

(h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association or its designee.

(i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

(j) Obtaining and reviewing insurance for the Condominium and Association Property.

(k) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

(m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of Unit Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee, Fines shall become a lien upon a Unit upon the recordation of a Notice of Lien by the Association. The hearing must be held before a committee of other Unit Owners,

(n) Borrowing money, executing promissory notes and other evidences of indebtedness and giving as security therefor mortgages and security interests in property owned by the Association, if any, subject to the limitations, if any, set forth in the Declaration. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to the authority contained in this subparagraph 6.1(n) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Unit.

(o) Contracting for the management and maintenance of the Condominium and Association Property and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Charter, these Bylaws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(p) At its discretion authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private use and imposing reasonable charges for such private use,

(q) Exercising (i) all powers specifically set forth in the Declaration, the Charter, and these Bylaws, (ii) all powers incidental thereto or reasonably implied to affect the purposes of the Association, and (iii) all other powers of a Tennessee corporation not for profit.

(r) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

(s) Appoint the Association's representative to serve as a Director of the Master Association or remove an appointee and replace such appointee.

(t) Administer parking decision.

(u) Administer all matters related to Leasing Permits.

(v) Maintain a website and/or repository of documents for the benefit of unit holders.

7. Officers.

7.1 Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by the vote of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Unit Owners or Voting Members.

7.2 President. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties that are usually vested in the office of president of an association,

7.3 Vice President The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice President also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Unit Owners. The Secretary shall attend to the giving of all notices to the Unit Owners and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those maintained by the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

7.6 Declarant Appointees. No officer appointed by the Declarant may be removed except as

provided in Section 5.15 hereof and by law.

8. Fiduciary Duty. The officers and Directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, Director or manager shall solicit, offer to accept, or accept anything or service of value for which consideration has not been provided for his own benefit or that of his immediate family from any person providing or proposing to provide goods or services to the Association. Notwithstanding the foregoing, this Article shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.

9. Compensation. Directors and officers shall not be compensated for services as such unless and only to the extent that compensation is authorized by a majority of the Voting Members. This provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude the Association from contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be reimbursed for all actual and documented out of pocket expenses relating to the proper discharge of their respective duties. Directors and officers also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed, not to exceed a value of One Hundred Dollars ($100) per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meetings shall not be considered compensation.

10. Conflicts of Interest. Nothing herein shall prohibit a director or officer from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director or officer, provided that such conflict of interest of the director or officer is disclosed to the Board and the contract is approved by a majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested Director or officer shall be entitled to be present at any meeting at which the proposed contract is discussed but shall not be entitled to participate in the discussion of the proposed contract or vote.

11. Resignations. Any Director or officer may resign his post at any time by written resignation delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

12. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Charter shall be supplemented by the following provisions:

    12.1 Budget: Adoption by Board. The Board of Directors shall from time to time, and at least annually, prepare and adopt a proposed annual budget of Common Expenses which shall include all anticipated expenses for operation, maintenance and administration of the Condominium, for all of the unpaid operating expenses previously incurred, determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains Limited Common Elements with the cost to be shared only by those entitled to use the Limited Common Elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance and the Association's proportionate share of assessments of the Master Association as a Master Unit Owner of the Master Association.

12.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 12.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

12.3 Special Assessments. Special Assessments shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners, applied as a credit towards future Assessments, or deposited in the reserve account.

12.4 Depository. The depository of the Association shall be such bank or banks in the State of Tennessee as shall be designated from time to time by the Board or the lender of the Declarant or the Association and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made by checks signed by such person or persons as are authorized by the Board or by online banking in compliance with the depository's regulations. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance.

12.5 Acceleration of Installment Upon Default. If a Unit Owner is in default in the payment of an installment of such Unit Owner's Assessments, the Board of Directors or its designated agent may file a lien and accelerate the balance of the current budget year's Assessments upon thirty (30) days' prior written notice to such Unit Owner. At such time, the then-unpaid balance of the current budget year's Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or, if mailed by certified mail, not less than ten (10) days after the mailing of such notice to such Unit Owner by certified mail, whichever shall first occur.

12.6 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

12.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times on reasonable advance notice. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Within ninety (90) days following the end of the fiscal year, the Board shall mail, deliver or electronically transmit to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months.

12.8 Financial Review. The accounts of the Association shall be audited as a Common Expense by an independent certified public accountant selected by the Board after the close of each fiscal year. Such audited statement shall be made available to the Unit Owners absent circumstances beyond the control of the Board, within one hundred twenty (120) days of the Association's fiscal year end.

12.9 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these Bylaws and in the Declaration or as otherwise determined by the Board.

12.10 Fiscal year. The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.

13. Roster of Unit Owners. Each Unit Owner, except the Residential Master Unit, shall file with the Association a copy of the deed or other document showing his ownership. The Residential Unit Owner shall file an affidavit confirming the current number of residential units owned by owners other than the Declarant. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the Record Date shall be entitled to notice of and to vote at such meetings unless prior to such meeting other Unit Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

14. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of Unit Owners or Directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Charter or these Bylaws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.

15. Amendments. Except as may be provided in the Declaration to the contrary, these Bylaws may be amended in the following manner:

15.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

15.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by Voting Members holding not less than one-third (1/3) of the votes of the Association. Directors and Voting Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The proposed amendment must be approved by not less than two-thirds of the votes cast by

Voting Members present in person or by proxy at a duly called meeting of Unit Owners. Notwithstanding the foregoing, the following amendments may be made by the Declarant alone during the time the Declarant has the right to elect a majority of the Board of Directors of the Association and by the Board of Directors thereafter without the necessity of a vote of the Voting Members: amendments to correct any scrivener's errors or to make other nonmaterial changes; to comply with applicable federal, state or local laws; or to bring the Condominium into compliance with the applicable rules and regulations of the Federal National Mortgage Association ("FNMA"), Department of Housing and Urban Development ("HUD") and Veterans Administration ("VA").

15.3 Scrivener's Errors. Notwithstanding the foregoing, the following amendments may be made by the Declarant alone during the time the Declarant has the right to elect a majority of the Board of Directors of the Association and by the Board of Directors thereafter without the necessity of a vote of the Voting Members: amendments to correct any scrivener's errors or to make other nonmaterial changes; to comply with applicable federal, state or local laws; or to bring the Condominium into compliance with the applicable rules and regulations of the Federal National Mortgage Association ("FNMA"), Department of Housing and Urban Development ("HUD") and Veterans Administration ("VA").

15.4 Proviso. Notwithstanding anything to the contrary in these Bylaws, no amendment to these Bylaws shall be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities of (i) the Declarant without the prior written consent of the Declarant in each instance. No amendment shall be made that is in conflict with the Charter or Declaration. No amendment to this Section shall be valid.

15.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Declarant alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Declarant. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with a reference in the amendment to the Official Records Book and Page of said Public Records where the Declaration is recorded.

16. Rules and Regulations. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Declarant to Unit Owners other than the Declarant, Unit Owners may overrule the Board with respect to any such modifications, amendments or additions by unanimous vote cast by Voting Members present in person or by proxy at a duly called meeting of Unit Owners. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved- to the Declarant.

17. Books and Records. From the inception of the Association, the Association shall maintain for the Condominium, a copy of each of the following, where applicable, which shall constitute the official books and records of the Association:

(a) A copy of the recorded Declaration of Condominium and all amendments thereto;

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

(c) A certified copy of the Charter of the Association or other documents creating the Association and all amendments thereto;

(d) A copy of the current Rules and Regulations of the Association;

(e) A book containing the minutes of all meetings of the Board and of Unit Owners, which minutes shall be retained for a period of not less than three (3) years. The minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting, to include recordings made of such meetings.

(f) A current roster of all Unit Owners, their mailing addresses. Unit identifications, voting certifications, and if known, telephone numbers and electronic mail addresses;

(g) All current insurance policies of the Association and of all Condominiums operated by the Association;

(h) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;

(i) Accounting records for the Association and the Condominium. All accounting records shall be maintained for a period of not less than three (3) years. The accounting records shall include, but not be limited to:

(i) Accurate, itemized, and detailed records for all receipts and expenditures.

(ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.

(iii) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

The official books and records of the Association shall be maintained in the County in which the Condominium is located, or if in another county. The records of the Association shall be made available to a Unit Owner within ten (10) working days after receipt of a written request for such Unit Owner by the Board or its designee.

The official records of the Association shall be open to inspection by any Unit Owner or the authorized representative of such Unit Owner at reasonable times and on reasonable notice. The right to inspect the records includes the right to make or obtain copies, at reasonable expense, if any, of the Unit Owner. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Charter, Bylaws and rules, and all amendments to the foregoing, to ensure their availability to Unit Owner and prospective purchasers. The Association may charge a reasonable fee for preparing and furnishing these documents to those persons requesting same.

Notwithstanding anything to the contrary, the Board may limit or preclude inspection of confidential or privileged documents, including without limitation the following: attorney/client privileged communications, any record protected by the work-product privilege, including any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of civil or criminal litigation or adversarial administrative proceedings; information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a Unit; medical records of Unit Owner; and executive session meeting minutes.

18. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

19. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

20. Supremacy. These Bylaws are set forth to comply with the requirements of the Act. For purposes of the Act, the provisions contained In the Declaration dealing with the administration or maintenance of the Association or Condominium Property or the collection or payment of Common Expenses shall be deemed to be part of these Bylaws. In case any of these Bylaws conflict with the provisions of the Act, it is hereby agreed and accepted that the provisions of the Act will apply. In the event of any conflict among the Bylaws, Charter, Declaration or the Act, the Act shall control, followed by the Declaration, Charter and then these Bylaws.

SECRETARY'S CERTIFICATE

These Bylaws were adopted as of the _____ day of _____, 20___, by the Association.

_____

Secretary

RULES AND REGULATIONS
FOR

BROADWEST MASTER ASSOCIATION, INC.

1. Defined Terms. Capitalized terms not defined in these Rules and Regulations shall have the meanings given them in the Declaration of Condominium for Broadwest, Inc. (the "Declaration").

2. No Obstructions. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed or used for any purpose other than for ingress and egress to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables or any other objects may be stored therein, except in areas (if any) designated for such purposes.

3. Personal Property. The personal property of Unit Owners and Occupants must be stored in their respective Units.

4. Signs. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed by any Owner or Occupant in, on or upon any part of the outside of the Unit or Building or on corridor walls or doors or mounted on the inside of any windows or within the interior of the Unit, if visible from the exterior of the Building, except signs for Commercial Space pursuant to an express signage license as permitted by the Declaration and approved by the Declarant or the Association's Board of Directors, as applicable. Signs for any Commercial Unit shall conform to Building standards and shall, at Owner or Occupant's expense, be inscribed, painted, or affixed for Owner or Occupant by sign makers reasonably and promptly approved by the Association and acceptable to such Owner or Occupant. No temporary or portable signs shall be permitted on the sidewalks adjacent to the Condominium without the prior written approval of the Association.

5. Plumbing Fixtures. The sinks, toilets, bathtubs, water fountains and other plumbing fixtures shall not be used for any purpose other than those for which they were intended, and no sweepings, rubbish, rags, or other substances shall be thrown in them. All damage resulting from any misuse of fixtures shall be borne by the Unit Owner or Occupant who, or whose employees, agents, invitees, or guests, shall have caused the damage.

6. Balconies. No enclosures and/or articles other than patio furniture specified or approved by the Association shall be erected or placed on the balconies or other Common Elements. No linens, cloths, clothing, bathing suits and/or swimwear, curtains, flags, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies or other portions of the Condominium.

7. Falling Items. No Unit Owner or Occupant shall (a) permit anything to fall from a window, door, balcony or other portion of the Condominium Property, or (b) sweep or throw any dirt, water or other substance from any window, door, balcony or other part of the Common Elements.

8. Awnings. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls, patio, balcony or roof of the Building or other Common Elements, without the prior written consent of the Board of Directors of the Association, unless installed by the Association or Declarant. The Hotel Master Unit may have a canopy or portico at its main entrance for arriving and departing guests.

9. Antennae. No exterior radio, television, telephone or data reception antenna or any exterior wiring for any purpose may be installed on the roof or exterior walls of the Unit or on the Building without the prior written consent of the Association's Board of Directors in each instance.

10. Film in Windows. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

11. Reimbursement of Association Expenses. Whenever a Unit Owner or Occupant shall submit to the Association any plan, agreement, assignment, sublease, or other document for the Association's consent or approval, the Unit Owner shall reimburse the Association, on demand, for the actual out-of-pocket costs for the services of any architect, engineer, attorney or other consultant retained by the Association to review or prepare the plan, agreement, assignment, sublease, consent, or other document, and pay the Association a Building standard administrative fee for its services relating to the consent or approval, which expenses shall be disclosed in advance upon the Unit Owner's or Occupant's request.

12. Pets. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property or Master Units, except in accordance with the following and the Declaration:

(a) Dogs and cats shall not be permitted outside of their Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes, if any. In no event shall a dog or cat be allowed to be walked or taken on or about any recreational facilities serving the Residential Units, Upon request of any resident, each Unit Owner shall be deemed to agree to leave any elevator with his or her pet and wait for another elevator.

(b) Unit Owners shall immediately pick up all messes and solid wastes from their pets and dispose of same appropriately.

(c) Each Unit Owner shall be responsible for all damage caused by his or her pet.

(d) Pets may not play or exercise in the corridors, stairwells or other portions of the Condominium Property, other than the Owner's Unit.

(e) Each Unit Owner agrees to underwrite the cost of necessary exterminator measures in the Owner's Unit or others if the Unit Owner's pet is responsible for the infestation of the building or portions thereof.

(f) Each Unit Owner agrees to restrain its pet in an appropriate manner should it be requested either for cause or the result of a justifiable request from the Association (i.e., muzzled when going through public areas).

(g) Pets that are vicious, noisy or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet and the pet must be removed from the Condominium Property within three (3) days.

(h) No pets shall urinate or defecate on the balcony at any time. Any such violation

will be subject to a $1,000 per violation.

(i) No pets shall urinate or defecate on or around the Plaza of the Master Association.

13. No Interference. No Owner or Occupant shall make or permit to be made any unseemly or disturbing noises, or electromagnetic or radio interference, or vibrations, or disturb or interfere with Owners or Occupants of the Building or owners or tenants of a neighboring building or those having business with them, or interfere with equipment of the Association, Owners or Occupants of the Building, whether by the use of any musical instrument, radio, television, machines or equipment, unmusical noise, whistling, singing, or in any other way, including use of any wireless device or equipment, subject to express provisions of the Declaration. No Owner or Occupant shall throw anything out of the doors or windows or down the corridors, stairwells, or elevator shafts of the Building. Notwithstanding anything to the contrary, in the event of any conflict herein with the Declaration, the Declaration shall control.

14. Combustible Fluids. No Owner, Occupant or any of their respective employees, agents, invitees, or guests shall at any time bring or keep in the Unit any inflammable, combustible, or explosive substance or any chemical substance, other than reasonable amounts of cleaning fluids and solvents required in the normal operation of Owner or Occupant's business, all of which shall only be used in strict compliance with all applicable Environmental Laws.

15. Pass Key. The Association shall have a valid pass key to all spaces within the Unit at all times. No additional locks or bolts of any kind shall be placed on any of the doors or windows by Owner or Occupant, nor shall any changes be made in existing locks or the mechanism of the locks, without the prior written consent of the Association and unless and until a duplicate key is delivered to the Association. Each Occupant and each Owner shall deliver to the Association all keys to stores, offices, and toilet rooms, either furnished to or otherwise procured by Owner or Occupant, and in the event of the loss of any keys so furnished; Owner or Occupant shall pay the Association for the replacement cost of them.

16. Deliveries.

(a) No hand truck shall be used in any space, or in the public halls of the Building, either by Owner or Occupant or by jobbers or others, in the delivery or receipt of merchandise to an Owner or Occupant, except those equipped with rubber tires and side guards. No hand trucks shall be used in elevators other than the service elevator. All deliveries shall be confined to the service areas and through the approved service entries.

(b) All trucks and delivery vans shall be parked in designated areas only and not parked in spaces reserved for cars. All service doors are to remain closed except during the time that deliveries, garbage removal, or other approved uses are taking place. All loading and unloading of goods shall be done only at the times, in the areas, and through the entrances designated for loading purposes by the Association.

(c) Each Owner and Occupant shall comply with all rules and regulations imposed by the Association as to the delivery of letters, packages, and other items to the Unit by messengers.

(d) Persons moving furniture and other property into and out of Units must notify the Association in advance. All such moving must be conducted during the following times unless the Association otherwise consents in writing: Mondays through Fridays from 7:00 a.m. to 5:00p.m. and Saturdays and Sundays from 9:00 a.m. to 5:00 p.m. Moving vans and trucks used for this purpose shall only remain on Condominium Property when actually in use. All deliveries of hot

and/or cold food or groceries must be picked up within 24 hours of delivery. All deliveries greater than 3'x3'x3' or weighing over 75 pounds must be delivered directly to the unit and received by the Unit Owner or the occupant of the unit; the Unit Owner will be responsible for escorting the delivery from the loading area to their unit. All packages must be picked up within three (3) calendar days unless other arrangements are made with the property management group. All deliveries requiring use of the elevator are permitted in the Service Elevator only, no exceptions.

17. Additional Use Restrictions. No Owner or Occupant shall, unless otherwise approved by the Association, occupy or permit any portion of a Residential Unit to be occupied as, by, or for any purpose other than a residential purpose, unless the Association expressly grants permission to do so,

18. Control of Building Image. Owner or Occupant shall not create or use any advertising mentioning or exhibiting any likeness of the Building without the prior written consent of the Association. The Association shall have the right to prohibit any advertising that, in the Association's reasonable opinion, tends to impair the reputation of the Building or its desirability, and on notice from the Association, an Owner or Occupant shall discontinue the advertising.

19. Building Appearance. Each Owner and Occupant agrees and fully understands that the overall aesthetic appearance of the Building is of paramount importance; thus, the Association shall maintain complete aesthetic control over any and every exterior aspect of the Condominium Property, including all fixtures, signs, exterior lighting, awnings, and art work (in the context of any requested change or deficiency correction to such exterior); provided, however, that notwithstanding any limitation in this rule, all interior improvements to the Commercial Unit, or any subdivision thereof, that are visible from the exterior shall be reasonably consistent with Class A retail, restaurant, or commercial businesses, as applicable. The Association's control over the visual aesthetics shall be complete. The Association will notify Owner or Occupant in writing of any aesthetic deficiencies and Owner or Occupant will have seven days to correct the deficiencies to the Association's satisfaction. Notwithstanding anything to the contrary, in the event of any conflict herein with the Declaration, the Declaration shall control.

20. No Lodging in Non-Residential Units. No Commercial Unit shall be used for lodging or sleeping.

21. No Illegal or Disreputable Use. No Unit shall be used for any immoral, disreputable, or illegal purposes, or for any purpose that may be dangerous to life, limb, or property.

22. Repairs to Common Elements. Any maintenance requirements relating to the Common Elements will be attended to by the Association. The Association's employees shall not perform any work or do anything outside of their regular duties, unless under specific instructions from the office of the Association.

23. No Solicitation. Canvassing, soliciting, and peddling within the Building is prohibited and each Owner and Occupant shall cooperate to prevent such activities.

24. Ceiling Tiles. If, in the Association's reasonable opinion, the replacement of ceiling tiles in the Common Elements becomes necessary after they have been removed on behalf of an Owner or Occupant by telephone company installers or others, the cost of replacements shall be charged to Owner or Occupant on a per tile basis.

25. Wood Products. All paneling or other wood products not considered furniture that Owner or Occupant shall install in the Unit shall be of fire retardant materials. Before the installation of

these materials. Owner or Occupant shall submit to the Association a satisfactory (in the reasonable opinion of the Association) certification of the materials' fire retardant characteristics.

26. Electrical Equipment. No Owner or Occupant shall install, operate, or maintain in the Unit or in any other area of the Building, any electrical equipment that does not bear the U/L (Underwriters Laboratories) seal of approval, or that would overload the electrical system or any part of the system beyond its capacity for proper, efficient, and safe operation as determined by the Association, taking into consideration the overall electrical system and the present and future requirements therefor in the Building. Owner or Occupant shall not furnish any cooling or heating to the Unit, including the use of any electronic or gas heating devices, without the Association's prior written consent.

27. Environmental Matters. Each Owner or Occupant will take all steps necessary to prevent: inadequate ventilation, emission of chemical contaminants from Indoor or outdoor sources, or both, or emission of biological contaminants. Owner or Occupant will not allow any unsafe levels of chemical or biological contaminants (including volatile organic compounds) in the Unit, and will take all steps necessary to prevent the release of contaminants from adhesives (for example, upholstery, wallpaper, carpet, machinery, supplies, and cleaning agents).

28. Weight Limits. No Owner or Occupant shall place a load on any floor of the Unit exceeding the floor load per square foot area that such floor was designed to carry. The Association reserves the right to prescribe the weight limitations and position of all heavy equipment and similar items, and to prescribe the reinforcing necessary, if any, that in the opinion of the Association may be required under the circumstances, such reinforcing to be at Owner or Occupant's expense.

29. Trash Removal: Disposal of Boxes. Each Owner and Occupant shall be responsible for the removal and proper disposition of all crates, oversized trash, boxes, and items termed garbage, from the Unit. The corridors and delivery areas arc to be kept clear of these items. Each Owner or Occupant shall arrange for the collection of standard items of trash in standard receptacles from its Unit and the transfer of such trash to the trash room or dumpster in order to facilitate the removal of trash by the Association. Owner or Occupant shall ensure that liquids are not disposed of in the receptacles. Each Owner or Occupant shall comply with any recycling programs for the Building implemented by the Association from time to time.

30. No Unauthorized Activity on Common Elements. Owner or Occupant shall not conduct any business, loading or unloading, assembling, or any other work connected with Owner or Occupant's business in any Common Elements without the prior written permission of the Association and only on such terms and conditions as the Association may specify.

31. No Cutting. Marking. Decorating Common Elements. No Owner, Occupant, or any of their respective employees, agents, invitees, or guests, shall paint or decorate the Unit, or mark, paint, or cut into, drive nails or screw into nor in any way deface any Common Elements without the prior written consent of the Association.

32. Outside Services. If Owner or Occupant desires a signal, communications, alarm, or other utility or service connection installed or changed, the work shall be done at the expense of Owner or Occupant, with the approval and under the direction of the Association. If the Association consents. Owner or Occupant shall promptly repair any damage to the Building resulting from Owner or Occupant's activities, including any damage due to preparations for storms.

33. No Liability for Lost or Stolen Property. The Association shall not be responsible for lost or stolen personal property, equipment, or money occurring anywhere on the Building, regardless

of how or when the loss occurs.

34. Notice of Accidents. An Owner or Occupant shall promptly report to the Association all accidents or injuries occurring in the Common Elements.

35. Telecommunication Providers. The Association reserves the right to grant or deny access to the Building to any telecommunications service provider. Access to the Building by any telecommunications service provider shall be governed by the terms of the Association's standard telecommunications license agreement, which must be executed and delivered to the Association by such provider before it is allowed any access whatsoever to the Building.

36. Request for Waiver. The Association's Board of Directors may, on request by any Owner or Occupant, waive compliance by the Owner or Occupant with any of the Rules and Regulations provided that (a) no waiver shall be effective unless in writing and signed by the Association or Association's authorized agent, (b) a waiver shall not relieve the Owner or Occupant from the obligation to comply with the rule or regulation in the future unless expressly consented to by the Association, and (c) no waiver granted to any Owner or Occupant shall relieve any other Owner or Occupant from the obligation of complying with the Rules and Regulations unless the other Owner or Occupant has received a similar waiver in writing from the Association's Board of Directors.

37. Notice. Hearing and Fines. Every Owner and Occupant shall comply with these Rules and Regulations as set forth herein, all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or Occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner. Occupant or Occupant their respective family members, guests, invitees, lessees or employees, to comply with *any* covenant, restriction, rule or regulation herein or in the Declaration, Charter or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or Occupant of the infraction or infractions. Included In the notice shall be a date and time of the next meeting of the rules enforcement committee at which time the Owner or Occupant shall present reasons why penalties should not be imposed.

(b) Hearing: The Association shall afford such person an opportunity for hearing before a rules enforcement committee composed of other Unit Owners after reasonable notice of not less than 14 days. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. A written decision of the committee shall be submitted to the Owner or Occupant by not later than 21 days after the meeting. If the committee does not agree with the fine, the fine may not be levied.

(c) Fines: The Board of Directors may impose fines against the applicable Owner or Occupant up to the maximum amount permitted by law from time to time.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines: Fines shall be paid not later than 30 days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors,

(g) Non-Exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or Occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or Occupant.

38. Application. These Rules and Regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. These Rules and Regulations shall not apply to the Declarant, nor its agents or employees and contractors, nor to the Units owned by the Declarant. All of these Rules and Regulations shall apply to all other Owners and Occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

39. NO PENETRATION OF FLOOR OR CEILING. IN NO EVENT MAY THE LOWEST SURFACE OF THE CEILING SLAB OR THE HIGHEST SURFACE OF A FLOOR SLAB OF ANY UNIT BE CUT OR PENETRATED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION.

40. Other Construction Matters.

(a) All contractors performing work to the structure or systems of the Building must be approved by the Association.

Subject to compliance with applicable law, all repair, construction, decorating or remodeling work shall only be performed only during the following times unless the Board of Directors expressly authorizes in writing additional or alternative hours: Mondays through Fridays from 7:00 a.m. to 5:00 p.m. and Saturdays and Sundays from 9:00a.m. to 5:00p.m.

(b) The following rules for contractors and subcontractors apply:

i. No contractor or subcontractor shall be authorized or permitted to perform work within the Building unless an Owner pre-registers with the Association the name, address, telephone number and fax number of the Owner's representative who will be overseeing the work being performed in the Unit.

ii. Prior to commencing work, the Owner's representative must submit to the Association a list of names, addresses and telephone numbers of all subcontractors who will be working in the Unit, together with a schedule for their work, appropriate permits and licenses and proof of the required Insurance.

iii. The contractor and all sub-contractors must have all permits and licenses required by the Metropolitan Government of Nashville-Davidson

County and other applicable governmental authorities and submit proof of same for the Association's file.

iv. Prior to commencing work, the contractor shall be responsible for delivering to the Association a current certificate of insurance evidencing that the contractor and all of its sub-contractors carries the following insurance and limits: (a) commercial general liability insurance with limits of not less than $1,000,000 per occurrence and not less than $2,000,000 aggregate, (b) Worker's Compensation insurance, and (c) an umbrella policy of no less than $2,000,000 per occurance that follows form to the underlying general liability policy. The Association shall have the right to require additional insurance and higher limits based upon the type, risk and complexity of work involved.

v. All persons will enter the Building through the entrance designated by the Association from time to time, where they will be registered by the Association. The Association shall have no obligation to provide any parking area for vehicles of contractors, subcontractors or workers.

vi. No passenger elevators shall be used at any time by contractors and subcontractors or for the moving of furniture, freight or other personal property in and out of the Units without properly protecting the floor and wall surfaces of the cab.

vii. All trash and debris shall be hauled off by each contractor or subcontractor on a daily basis unless a dumpster is specifically designated for their use.

viii. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets or bathtubs.

ix. Breaks and lunches, if taken inside the Building, should be confined to the Owner's Unit,

x. Electronic devices which emit noise (including without limitation radios, portable DVD players, portable CD players, etc.) will not be allowed unless used with earphones.

xi. Access to the individual Unit must be coordinated through the Owner or designee.

xii. Contractors and subcontractors are not to tamper with or hang extension cords from any of the sprinkler heads.

(d) Smoke alarms are to be left in place. They are to be properly protected during the interior finish work which generates heavy airborne particles, i.e. sanding and painting.

(e) Smoking will not be allowed in a Unit. Smoking is prohibited in the Common Elements and in all Master Units.

(f) Each Owner is responsible for the actions and omissions of his or her contractor and subcontractor while they are present in the Building. Contractors, and subcontractors are in the

Building at their own risk and agree to indemnify' and hold harmless the Declarant and Association for any liability or damages which might arise in connection with their activities in the Building.

(g) Should a contractor or subcontractor discover a defect in a Unit, they must notify the Association immediately so the defect may be verified and corrected prior to performing any work which might be impacted by the defect,

ASSOCIATION RULES RELATING TO THE RESIDENTIAL UNITS

In addition to the Rules and Regulations of the Association relating to all Units and all Owners and Occupants, the following rules of the Association apply to all Residential Units and their Owners and Occupants:

1. Residential Balconies. No enclosures and/or articles other than patio type furniture shall be erected or placed on the Common Elements or Residential Balconies. No linens, flags, cloths, clothing, bathing suits and/or swimwear, towels, curtains, rugs, mops, umbrellas, dog crates, trees, or laundry of any kind, or other articles, shall be shaken or hung from any windows, doors or Residential Balconies.

2. Exterior Appearance. To maintain harmony of exterior appearance no one shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Building visible from the exterior of the building or from any Unit without the prior written consent of the Board of Directors. All curtains, shades, drapes and blinds shall be neutral in color per the specification provided by the Declarant or Association or lined with material of this color. The type and color of tile or other hard surface covering installed on Balconies of Units must be approved by the Board of Directors. Owners shall submit to the Board at least three (3) samples of requested tile or other hard surface covering.

3. Clothes Divers. A Residential Unit Owner shall be permitted to install and use only a clothes dryer which meets the specific performance criteria for dryer exhaust capacity for the equivalent duct run for the applicable Unit.

4. Garbage; Trash. Disposal of garbage and trash shall be only by use of trash chutes, receptacles approved by the Association or by use of garbage disposal units. Owners and Occupants of Residential Units must: (i) place trash in the trash chutes securely bagged (which bags may not contain bulky items or breakable glass objects); (ii) dispose of bagged trash in chutes only between the hours of 6:30AM and 9:00PM; (iii) bundle newspapers; (iv) dispose of food and vegetable scraps in the individual Unit garbage disposals; (v) carry bulky items and breakable glass objects down to the trash rooms; and (vi) not leave or place garbage or trash in hallways or corridors. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

5. Noise: Electronic Devices: Musical Instruments. No Residential Unit Owner or Occupant shall make or permit any loud or disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the quiet enjoyment, rights, comforts or conveniences of other Residential Unit Owners or Occupants. No Residential Unit Owner or Occupant shall play or permit to be played any musical instrument, or operate or permit to be operated any electronic or acoustical device emitting sound (including without limitation any phonograph, stereo, television, radio, tape machine, compact disc player, DVD players, CD players, computers, handheld game devices, karaoke or sound amplifier)

in his Residential Unit in such a manner as to unreasonably disturb or annoy other residents. No Residential Unit Owner or Occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

6. Operating Hours. Recreational facilities will be used in such a manner as to respect the rights of others, and the Board of Directors may regulate duration of use, hours of opening and closing and schedule their use.

7. Children. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and ail other rules and regulations of the Association. All children under 16 years of age must be accompanied by a responsible adult when entering and/or utilizing the fitness center and other recreation areas serving the Residential Units.

8. Registration of Guests. Tenants. All persons occupying Residential Units other than the Unit Owners shall be registered with the Association at or before the time of their occupancy of the Unit. This includes tenants and guests. No guest shall be permitted to use the amenities if the Unit Owner is absent for longer than 12 hours.

9. Hotel Services. All services available and provided from the Conrad Hotel are on a per service basis and will be handled through the concierge. All services shall be billed on a monthly basis, and if not paid in a timely manner, further services will be denied.

PARKING AND GARAGE RULES

1. No Owner or Occupant, its employees, agents, contractors, and invitees shall be permitted to occupy at any one time more than the number of parking spaces in the Garage expressly assigned or allocated to such Owner or Occupant (including any parking spaces reserved exclusively for the Owner or Occupant).

2. Each Owner, Occupant and their respective employees, agents, contractors, and invitees shall abide by all posted signs in and about the Garage.

3. The Association shall have the right to tow or otherwise remove vehicles of an Owner, Occupant and their respective employees, agents, contractors, or invitees that are improperly parked, blocking ingress or egress lanes, or violating parking and Garage rules, at the expense of Owner or Occupant or the owner of the vehicle, or both, and without liability to the Association.

4. On request by the Association, each Owner and Occupant shall furnish the Association with the license numbers and descriptions of any vehicles of Owner or Occupant, its principals, employees, agents, and contractors.

5. Overnight parking in the Garage is prohibited (except for authorized vehicles parked in assigned spaces in the Residential Garage Area, Hotel Garage Area or guest with the prior authorization of the Association).

6. Parking spaces shall not be used for parking commercial vehicles or trucks (except sports utility vehicles, mini-vans, and pick-up trucks utilized as personal transportation), boats, personal watercraft, or trailers. The Declarant shall be exempt from this regulation for vehicles which are engaged in any activity relating to construction, maintenance or marketing of residences, as are commercial vehicles used by vendors of the Association or Condominium Association while engaged in work at the Building.

7. No vehicle that exceeds the size of one parking space may be parked in the Garage. No parking space may be used for the storage of equipment or other personal property.

8. Bicycles and mopeds shall be parked only in the bike storage areas or as may otherwise be designated by the Association.

9. No vehicle maintenance is permitted in the Garage. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept in the Garage.

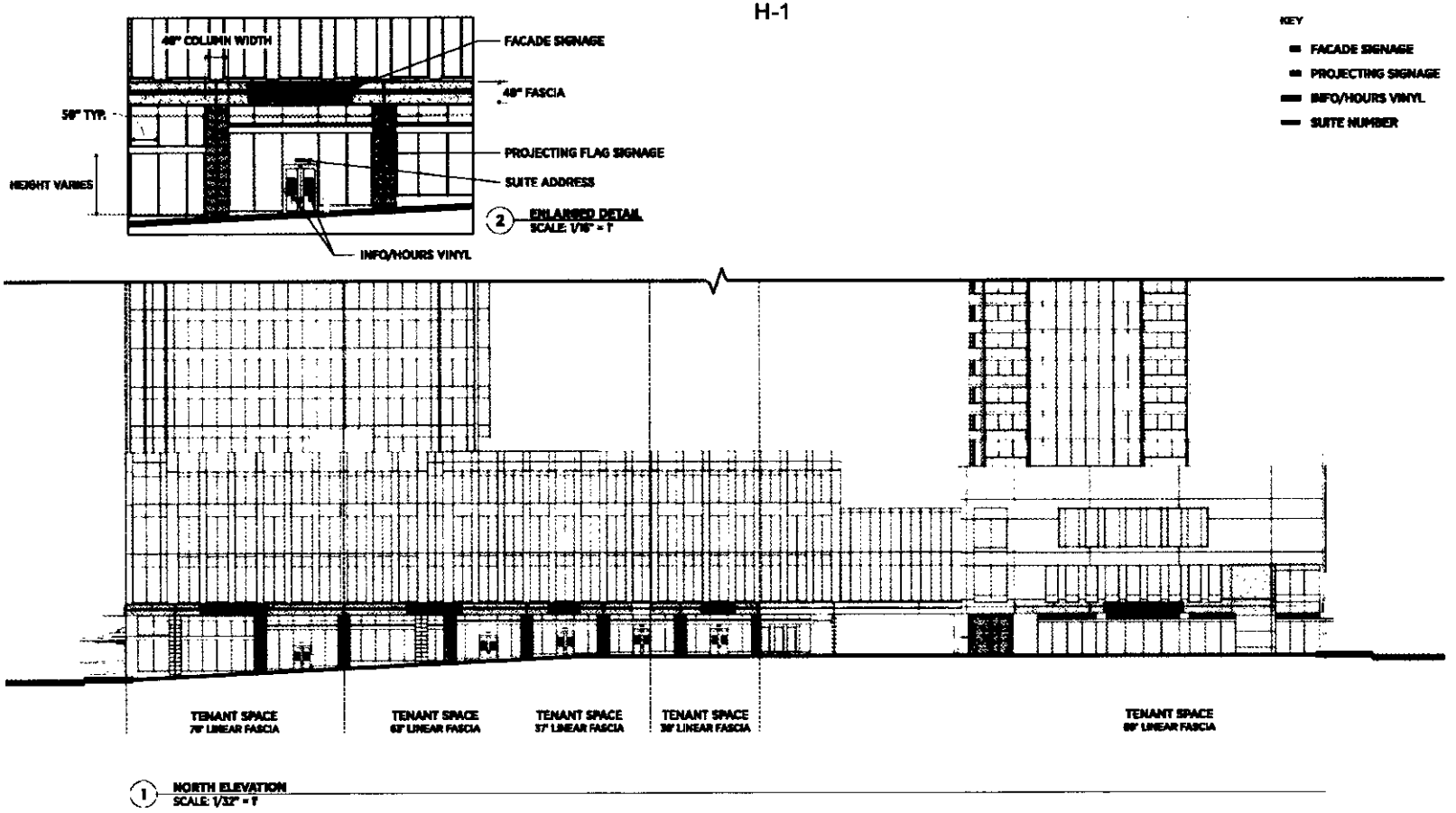
10. No parking on the Plaza or outside of the Parking Garage is allowed.

11. The Association, in its sole and absolute discretion, may establish from time to time a parking decal or pass card system, security check-in, or other reasonable mechanism to restrict parking in the Garage.

EXHIBIT "H"

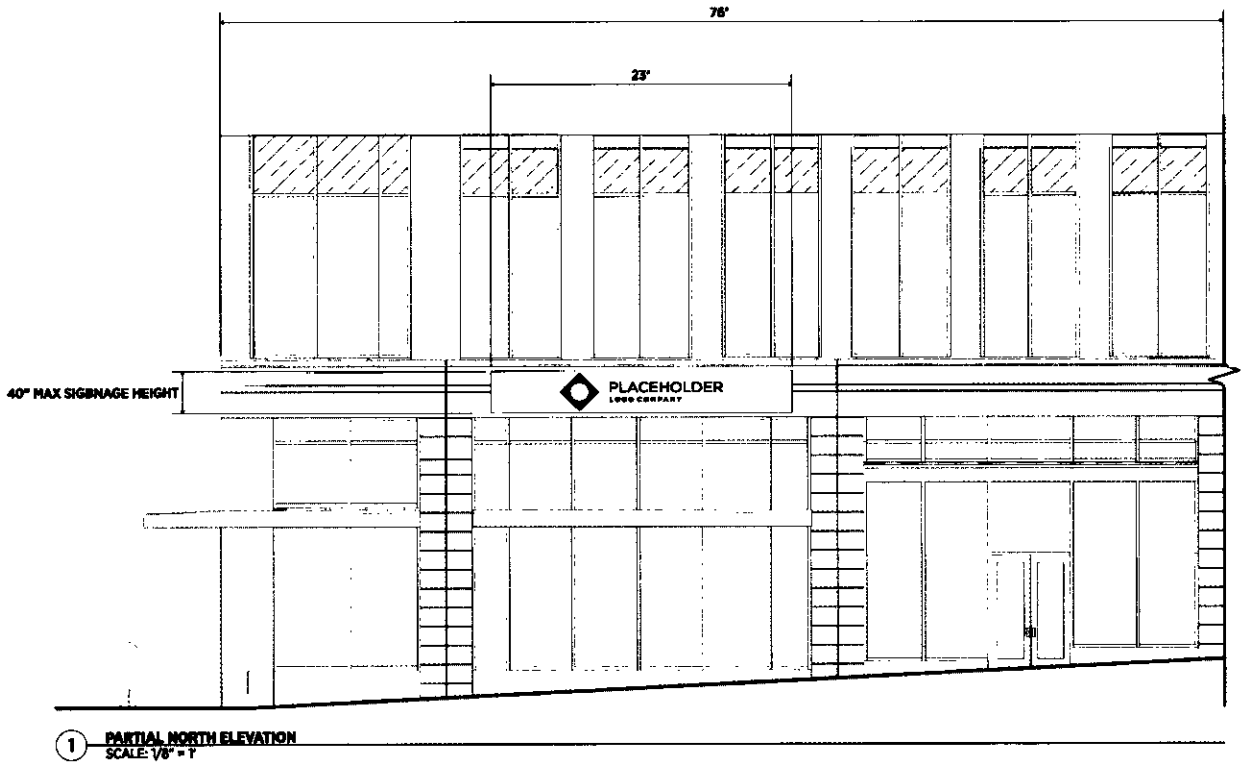
EXTERIOR SIGNAGE REGULATIONS

H-1



H

4830-2635-5822v16



1 PARTIAL NORTH ELEVATION
SCALE: 1/8" = 1'

OVERVIEW

Tenant signage should not exceed 40" in overall height within the 48" mounting area.

Signage should be vertically centered within the 48" mounting space with at least 4" of clear space above and below.

Each tenant will be granted one (1) sq. ft. of signage per linear foot of horizontal storefront.

TENANT SIGNAGE AREA SHOWN IS EQUAL TO 76 SQ. FT.

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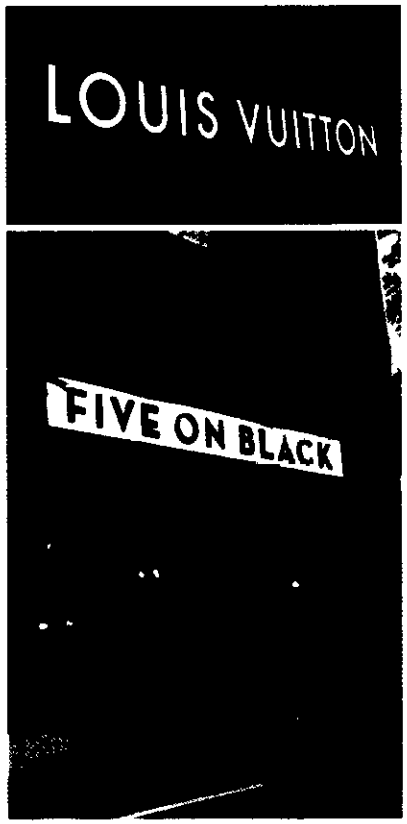
Sample Retail Tenant Elevation

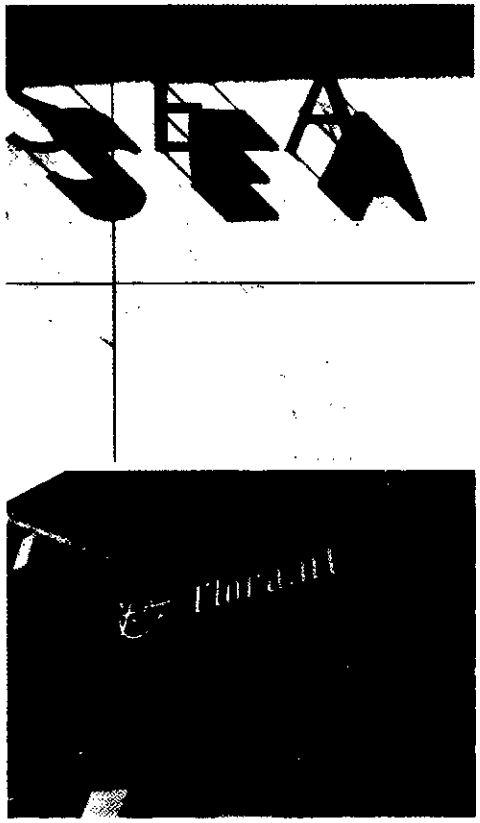
EXTERIOR SIGNAGE

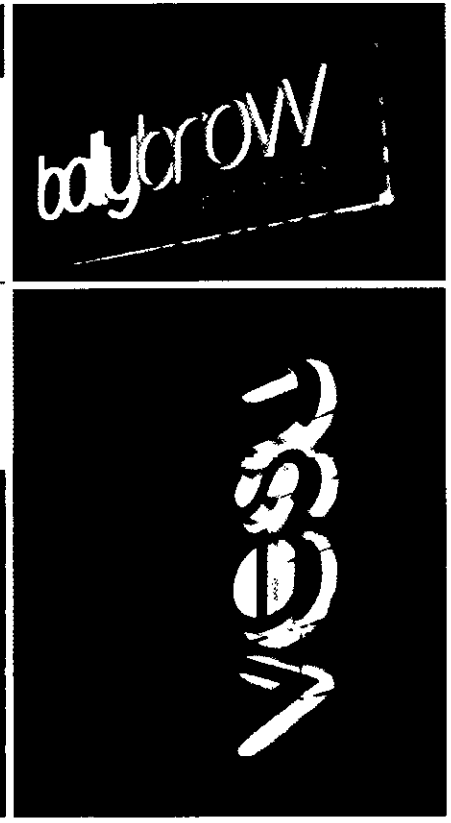
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SIGNAGE TYPES PERMITTED (WITH EXCEPTIONS)

FACADE SIGNAGE

Tenant Signage:

Tenants with one (1) storefront facade are allowed one (1) set of building letters or one (1) signage panel.

Corner tenants that have two (2) storefront facades are allowed two (2) sets of building letters or two (2) signage panels.

Materiality and Fabrication:

Sign materials should be built for longevity and durability. The leasing entity will be solely responsible for judging the quality and durability of the signage material and fabrication chosen by the tenant.

Illumination/Electricals:

Signage should be internally illuminated or in the case of external illumination all fixtures should be contained within the same panel as the signage itself. No external lighting is to be installed directly onto the structure.

Signage should require no more than one (1) electrical penetration into the face of the structure.

Individually mounted channel letters must be mounted to a single back panel to limit the number of electrical penetrations needed to one (1) per sign.

No raceways will be permitted.

Approved Sign Types:

Channel Letters: Halo or Face-Lit Channel Letters mounted to a singular back panel

Push-Thru Acrylic: Signage panel with routed graphics and back-lit push thru acrylic graphics

Flate Metal Graphics: Signage panel with individually pin-mounted plate graphics with external down lighting installed on the same panel.

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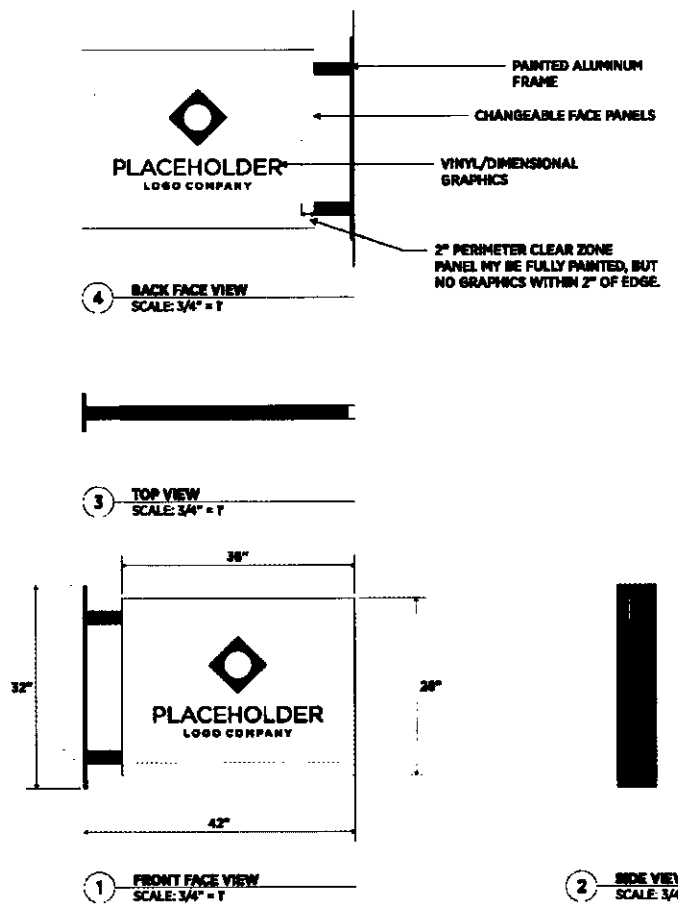
Building Mounted Tenant Signage

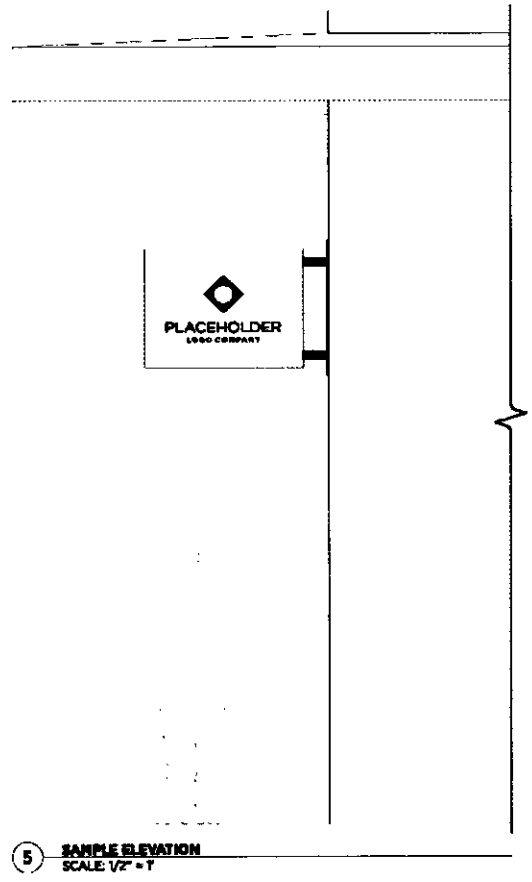
EXTERIOR SIGNAGE

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OVERVIEW

Each tenant will be allowed one (1) non-illuminated flag sign with two (2) changeable aluminum faces.

Tenant has two (2) 28"x36" panels with 2" clear zone around perimeter for brand graphics.

Signage is to be installed within one (1) column on either side of primary entrance to retail space with 10' of clear space from bottom of sign face to grade below.

EXAMPLES



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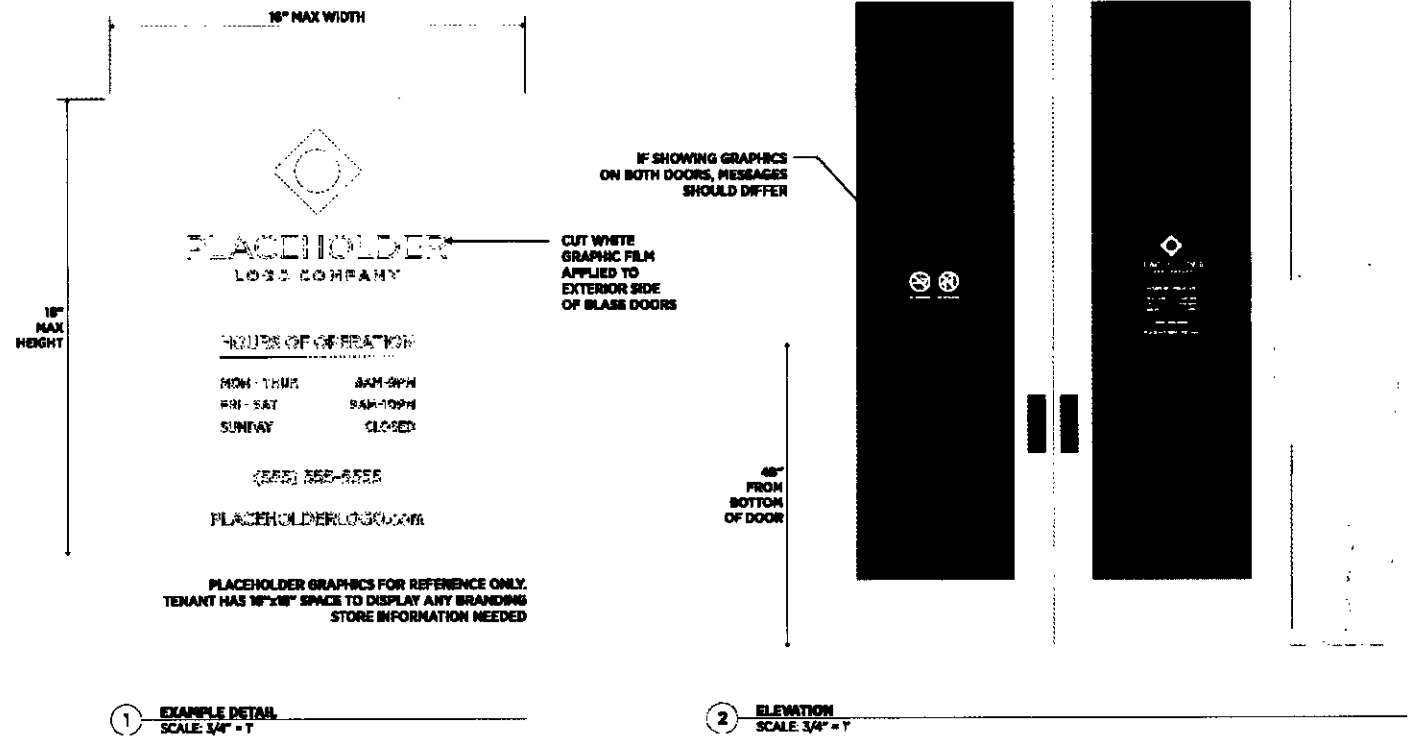
Flag Signage

EXTERIOR SIGNAGE

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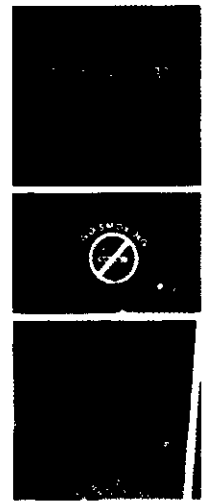
OVERVIEW

Each tenant will be allowed one (1) set of exterior cut white vinyl per door at primary retail entrance.

This space may be used for branding or general store information and should not exceed a space of 16" wide by 18" tall.

Graphics should be installed no less than 8" from bottom of door.

EXAMPLES



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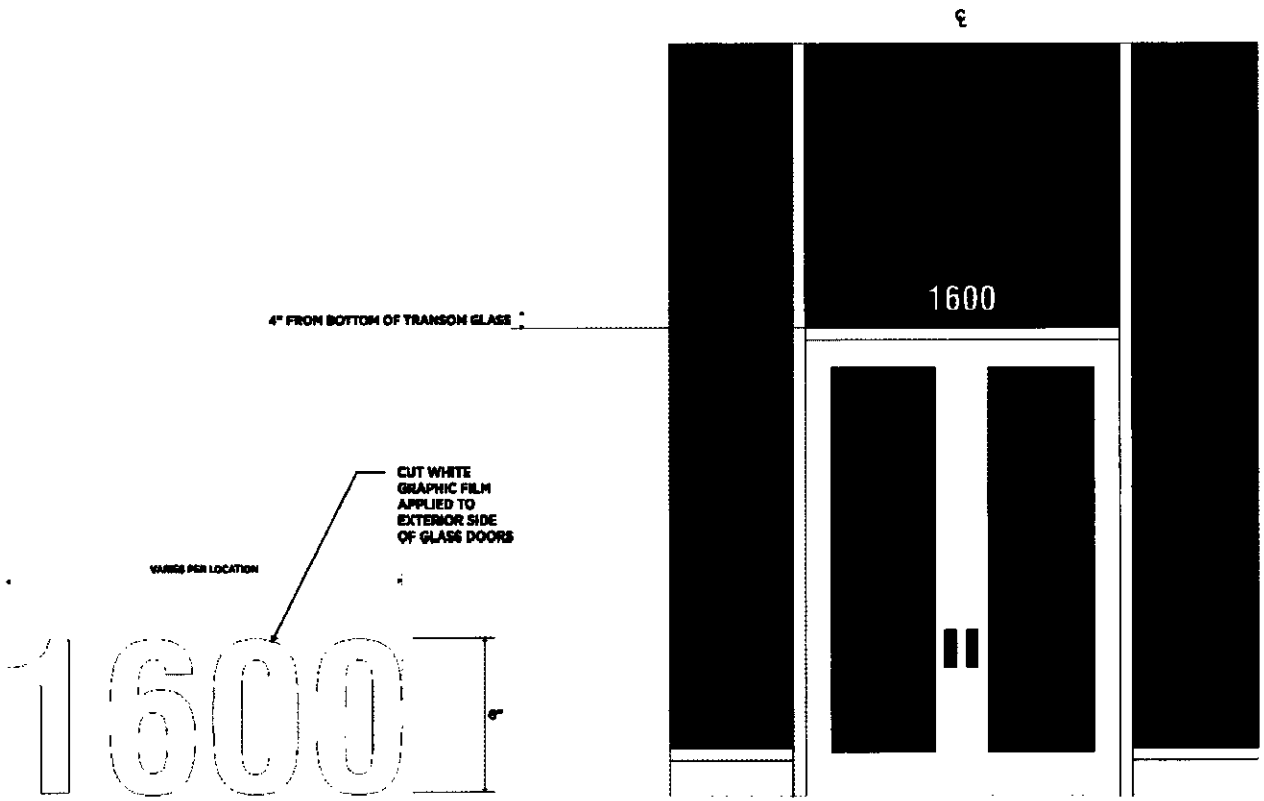
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Informational Door Vinyl
EXTERIOR SIGNAGE

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1 EXAMPLE DETAIL
SCALE: 3/4" = 1'

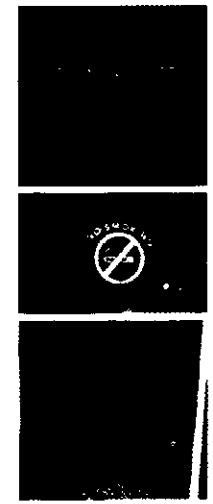
1 EXAMPLE DETAIL
SCALE: 3/4" = 1'

OVERVIEW

Each tenant space is required to have the corresponding address number displayed on the transom window above the primary entrance in white cut vinyl.

The numbers should be 6" tall and centered above the door(s) 4" from the bottom of the glass transom window.

EXAMPLES



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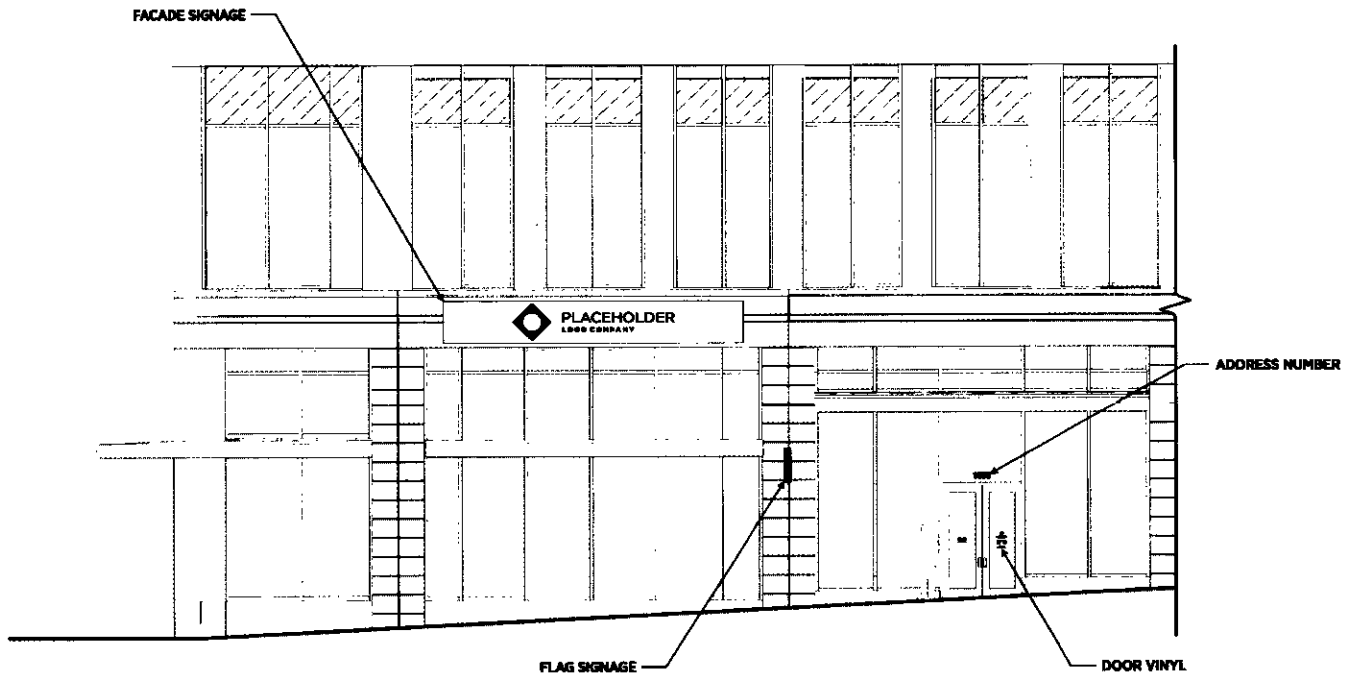
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Vinyl Address Numbers
EXTERIOR SIGNAGE

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1 PARTIAL NORTH ELEVATION
SCALE: 1/8" = 1'

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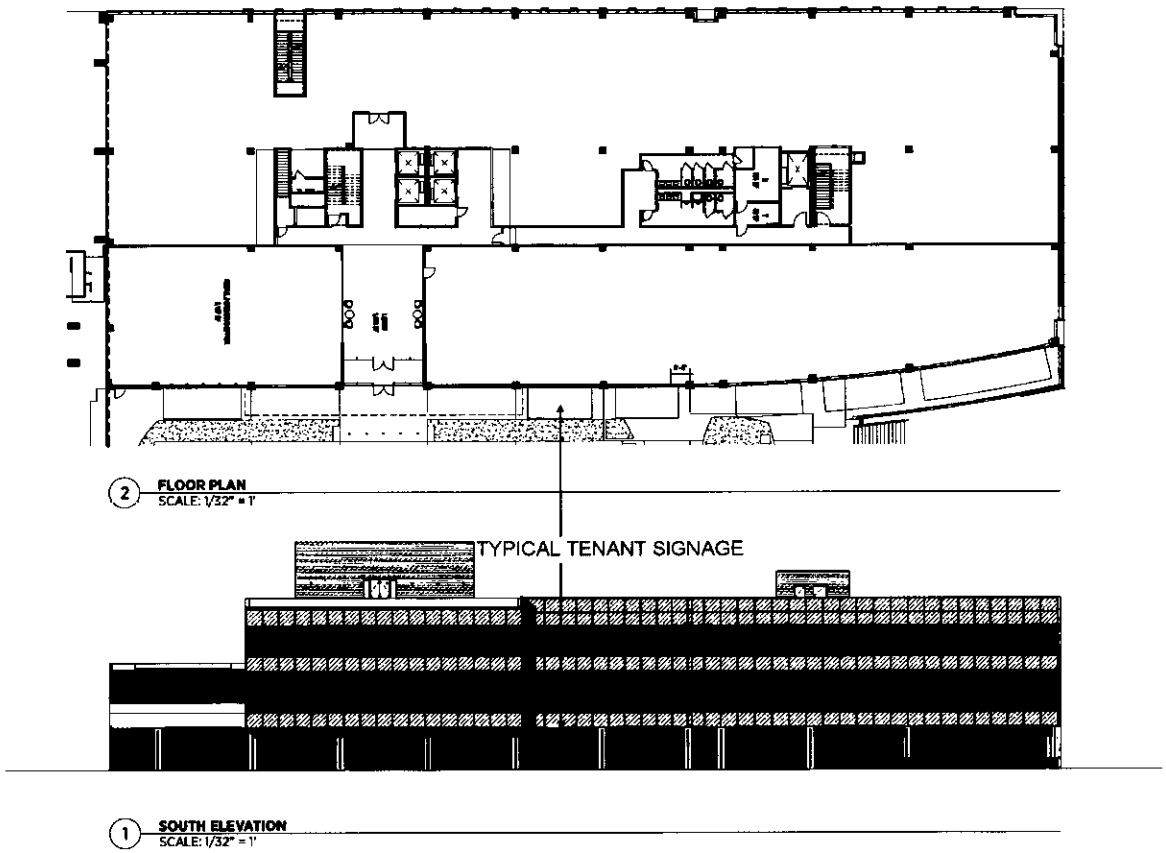
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Sample Retail Tenant Elevation
EXTERIOR SIGNAGE

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2 FLOOR PLAN
SCALE: 1/32" = 1'

1 SOUTH ELEVATION
SCALE: 1/32" = 1'

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Future Canopy Locations
PLAZA & SITE SIGNAGE

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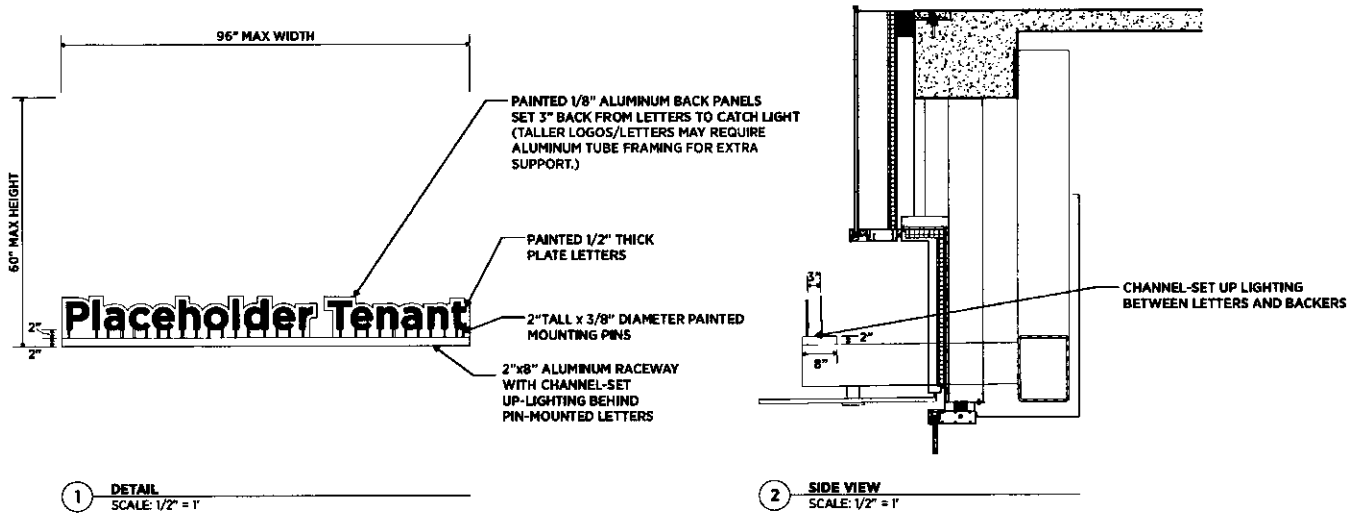


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Example(s) of Signage Fabrication/Style
PLAZA & SITE SIGNAGE

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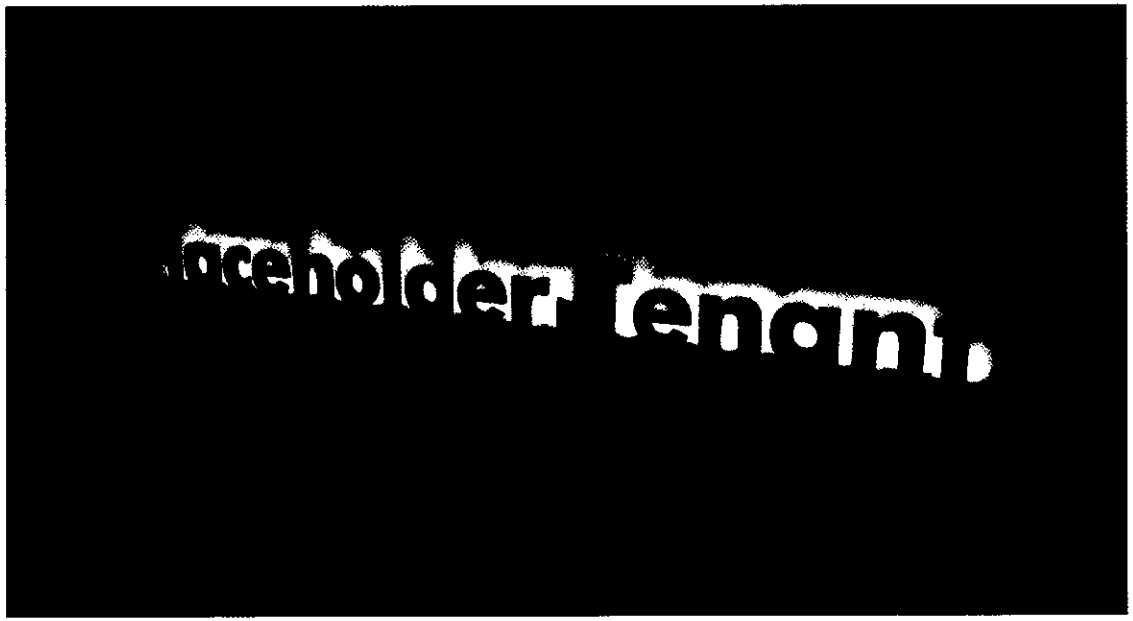
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Tenant Signage Example Details

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Context Rendering

PLAZA & SITE SIGNAGE

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