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DECLARATION
for
MASLOW

Pillow, LLC, a Tennessee limited liability company ("Declarant") makes this Declaration as of the 4th day of November, 2022. Declarant has an address of 2206 21st Ave. S., Suite 200, Nashville, Davidson County, TN 37212.

AFFIRMATION OF COMMUNITY GOALS

WHEREAS, Declarant is the owner of the real property located in the City of Nashville, Davidson County, Tennessee more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property") which Declarant desires to develop as a community of thirty-one (31) attached residential units to be known as Maslow, a Condominium, with common facilities and Common Elements for the benefit of said community (the "Project"); and

WHEREAS, Declarant desires to submit the Property, and the improvements constructed thereon, to a condominium form of ownership and use, in the manner provided under the provisions of the Tennessee Code Annotated, Title 66, Chapter 27, Section 201, et seq., as amended, known as "The Tennessee Condominium Act of 2008," which may hereinafter be referred to as the "Act"; and

WHEREAS, in the event of conflict, the Act controls; and

WHEREAS, Declarant further desires to establish certain easements, rights, privileges and obligations applicable to the Property, for the use and enjoyment of all Owners, as hereinafter defined, and to provide for the use and maintenance of the Property, as hereinafter defined, for the mutual benefit of all Owners and to promote the benefits of the horizontal property regime form of ownership hereinafter set forth; and

WHEREAS, Declarant desires to provide to establish a method for the administration, maintenance, preservation, use and enjoyment of such portions of the Property as are now or may hereafter be submitted to this Declaration; and

WHEREAS, as part of the general plan of improvement of the Property, Declarant desires to create an Association (as defined herein) to manage the Property, to be known as the Maslow Homeowners Association, Inc.; and

WHEREAS, Declarant desires that the Property, and any additional property as is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein), be held, sold and conveyed subject to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. Such easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property, and shall run with the real property submitted to this Declaration. They shall be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.
SUBMISSION OF REAL ESTATE; DEFINED TERMS

Section 1.01 Submission of Real Estate. Declarant is the owner in fee simple of the real estate described in Section 2.02 located in Davidson County, Tennessee, and hereby submits said real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property" or the "Condominium Property") to the provisions of T.C.A. §§ 66-27-201 through 603, known as the Tennessee Condominium Act of 2008 (the "Act").

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

(a) "Assessment" shall mean General Assessment, Capital Fund Assessment, and Special Assessment collectively.

(b) "Association" as defined in Section 2.01(b).

(c) "Board of Directors" or "Board" means the administering body of the Association.

(d) "Bylaws" shall mean the Bylaws of the Association attached hereto as Exhibit C and made a part hereof, as may be amended from time to time.

(e) "Declaration" means this instrument, as hereinafter provided, as such Declaration may be amended from time to time

(f) "Declarant" shall mean and refer to Pillow, LLC, a Tennessee limited liability company, or its successors, successors-in-title or assigns who take title to any portion of the Property for the purpose of development and sale and are designated as Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

(g) "Declarant Control Period" as defined in Section 3.03.

(h) "Capital Fund" as defined in Section 6.04.

(i) "Capital Fund Assessments" as defined in Section 6.04.

(j) "Common Elements" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration or by contract becomes the responsibility of the Association, including without limitation the Additional Maintenance Area. The office of any property manager employed by or contracting with the Association, if located on the Property, or any public rights-of-way within or adjacent to the Property, may be part of the Common Elements.

(l) "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Elements, and those portions of the Additional Maintenance Area which the Association is responsible for maintaining pursuant to Section 9.01 of Article 9, including any reasonable reserve, as found to be necessary and appropriate by the Board pursuant to this Declaration, the Charter, and the Bylaws of the Association. Without limiting the foregoing, Common Expenses may include common or shared living items, such as the costs of preparation of meals and other common services, as determined by the Board from time to time.

(n) "Condominium" as defined in Section 2.01(a).

(o) "Development Rights" as defined in Section 7.01.

(p) "DVA Financing" as defined in Section 9.03(d).

(q) "General Assessments" shall have the same definition as Common Expenses.

(r) "Lease" or "Leasing" as defined in Section 9.03(a)(i).

(s) "Leasing Permit" as defined in Section 9.03(a)(i).

(t) "Limited Common Element" shall mean those Common Elements which are reserved for the use or benefit of a certain Unit or Units to the exclusion of other Units or are otherwise designated as Limited Common Elements and/or as set forth on the Plat or in the Act. All terraces, balconies, decks, and stoops that serve an individual Unit are Limited Common Elements. All utilities pipes, conduits and runs that serve only one Unit are Limited Common Elements. Party walls between Units shall be Limited Common Elements. All heating and air conditioning units, equipment or components thereof that serve only one Unit but are located outside that Unit shall be Limited Common Elements exclusively for that Unit. This Declaration, as amended and supplemented from time to time, may establish certain

parking spaces and ground areas contiguous to certain Units as Limited Common Elements.

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

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

(w) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

(x) "Owner" or "Unit Owner" shall mean and refer to the Person or entity, including Declarant, who holds the record title to any Unit which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be the Owner. Wherever an Owner has responsibility hereunder, any tenant, guest, invitee or occupant of a Unit shall be obligated to comply with all rules and requirements of Owners, and each Owner shall be responsible for the behavior of such Persons.

(y) "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

(z) "Plat" means, collectively, the plats of the Units attached hereto as Exhibit B and incorporated herein by this reference, and any future Plat establishing Units on the Property and submitted by Supplemental Declaration. If any portion of a Plat designates an area for future development or substantially similar designation, such areas shall not be deemed as Common Areas and may be designated on a Supplemental Declaration as Units.

(bb) "Project" as defined above in Affirmation of Community Goals.

(cc) "Rules and Regulations" refer to the rules and regulations concerning the use of the Units and the Common Elements, as adopted from time to time by the Board in accordance with the Declaration and Bylaws.

(dd) "Special Assessment" as defined in Section 6.05.

(ee) "Special Declarant Right" as defined in Section 7.07.

(ff) "Supplemental Declaration" shall mean an amendment or supplement to this Declaration that subjects additional property to this Declaration, imposes,

expressly or by reference, additional restrictions and obligations on the land described therein, or both, or that subjects a portion of the Property to the Act for the purpose creating additional Units.

(gg) "Unit" shall mean a portion of the Property (as shown on the Plat), intended for any type of independent ownership, for use and occupancy as a residence by a single family, and not owned in common with the Owners of the other Units, whether a residence is constructed thereon or not. All Units shall be shown and identified as numbered lots or Units upon the Plat.

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

ARTICLE II.
NAMES; DESCRIPTION OF REAL ESTATE; PLAT

Section 2.01 Names.

(a) Condominium. The name of the Condominium shall be "Maslow". Maslow is a condominium.

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

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

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

ARTICLE III.
THE ASSOCIATION

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

Section 3.02 Powers.

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

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

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

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

Section 3.03 Declarant Control Period. The Declarant shall have all the powers reserved in Section 66-27-403(c) of the Act to appoint and remove officers and members of the Board of Directors until the earlier of (i) 120 days after the date by which seventy-five percent (75%) of the Units have been conveyed to Unit Owners other than the Declarant, or (ii) five (5) years after completion of the project as evidenced by the first conveyance of a Unit to a purchaser other than the Declarant or Declarant's affiliates (the "Declarant Control Period").

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

ARTICLE IV.
UNITS

Section 4.01 Identification of Units. The Condominium Property consists of the following: (i) the Land; (ii) the building located on the Land which contains thirty-one (31) residential Units; and (iii) all other improvements to the Land. The designation of each Unit is set forth on the Plat. The Plat consists of a survey of the Land, a graphic description of the improvements located thereon, including but not limited to the building in which the Units are located, and a plot plan thereof. The Plat, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations. There shall pass with each Unit as appurtenances thereto (a) an undivided share in the Common Elements; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided in this Declaration or the Act.

Section 4.02 Unit Boundaries. Except as otherwise provided herein, each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit. The boundaries of a Unit are as follows:

(a) Upper Boundaries. The upper boundary shall be the horizontal

plane(s) formed by the lower interior surface(s) of the unfinished ceiling or roof deck ("ceiling") of the Unit's uppermost story, excluding (i) any ceiling over a Limited Common Element and (ii) any drywall, sheetrock or gypsum board, studs, paint, coating, covering, finish, millwork or other item attached to or suspended from the ceiling. In a Unit in which the ceiling forms more than one horizontal plane, the upper boundary shall include the plane(s) formed by the unfinished vertical surface(s) that join the horizontal planes.

(b) Lower Boundaries. The lower boundary shall be the horizontal plane of the upper interior surface of the unfinished floor slab of the Unit's first story, excluding (i) the floor slab of any Limited Common Element and (ii) any carpeting, tile, slate, wood, parquet, marble, flooring, paint, coating, covering, finish, millwork or other item.

(c) Fixtures, Mechanical Systems, Etc. All fixtures, mechanical systems, and equipment installed for the sole and exclusive use of the Unit shall be deemed a part of the Unit.

(d) Interior Divisions of Living Space. A spaces, walls, interior partitions, stairways, fixtures, and other improvements within the boundaries of a Unit as described above are a part of such Unit. Nonstructural interior walls shall not be considered a boundary of a Unit. All interior doors adjacent to interior hallways shall be deemed part of the Unit.

(e) Perimeter Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the exterior walls bounding the Unit (as extended adjacent to the innermost surfaces of the exterior windows and their frames), extended to their planer intersections with each other and with the upper and lower boundaries, including all surfaces of the exterior windows (and their frames).

(f) Special Unit Considerations.

(i) The Units shall not be deemed to include pipes, wires, conduits, or other public or private utility lines running through the respective Units which are utilized for or serve more than one Unit, which items are hereby made a part of the Common Elements of the Condominium.

(ii) All exterior windows (and their window frames) are hereby declared to be part of the Unit to which they are appurtenant; provided, however, that any maintenance of the exterior windows, as well as repair of broken glass or window frames from time to time, shall be performed by the Association, at its discretion, in a uniform and attractive manner, at the sole expense of the applicable Unit Owner, which expense the Unit Owner shall pay promptly to the Association upon receipt of a statement for any such repairs.

(iii) In connection with the design and construction of each Unit and the Condominium, each Unit Owner, by acceptance of a deed conveying title to a Unit in the Condominium, shall be deemed to have agreed to the following:

1) No modification, decoration, or customization of the Unit by any Unit Owner shall involve any core drilling or penetration of the floor of the Unit, nor any alteration of the Common Elements of the Condominium, unless expressly authorized, in writing, in the manner provided in this Declaration.

2) To the fullest extent permitted by Tennessee law, Declarant makes no warranty with respect to cosmetic conditions affecting the building or any Unit, unless the cosmetic conditions resulted from a defect in an element warranted under applicable Tennessee law. "Cosmetic conditions" means aesthetic imperfections that do not affect the working condition or functionality of an item or improvement within a Unit, including discoloration of floor coverings, wall papers, or window treatments; or minor scratches, cracks, chips, dents, scrapes and caulking imperfections in walls, flooring material, tile, fixtures or mirrors.

(g) Property Excluded from Units. A Unit shall not be deemed to include foundations, columns, girders, beams, supports, shear walls, interior load bearing walls, pillars, floors slabs, installations, facilities and equipment for water, sewer, power, gas, telecommunications, and other utility and service lines, pipes, conduits, ducts, vents and facilities which are utilized for, serve, or pass through the Common Elements or more than one Unit.

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

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

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

ARTICLE V.
COMMON ELEMENTS

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

Section 5.02 Limited Common Elements.

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

(i) The perpetual, exclusive easement to use the area of the exterior windows and doors adjacent to each Unit, which shall be limited to the Owner of the Unit to which such window or doors are attached;

(ii) The mailbox assigned to a particular Unit, to be initially assigned in the sole discretion of Declarant, that is located within the Condominium; provided, however, that the mailbox shall not be replaced, altered, or changed in any manner except in accordance with the Rules and Regulations of the Association;

(iii) Lighting and electrical fixtures outside the Unit or attached to the exterior wall of the Unit and which solely serve the Unit;

(iv) The portion of the Common Elements on which there is located any portion of the air conditioning and heating system exclusively serving a particular Unit or Units is assigned as a Limited Common Element to the Unit or Units so served;

(v) Any utility meter serving a particular Unit;

(vi) Stairways, porches, stoops, decks, and balconies attached to a particular Unit and to the extent that such items are shown on the Plat, or described in this Declaration, as part of a specific Unit.

(b) Use and Transfer of a Limited Common Element. The right to use each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it.

(c) Limited Common Element Parking Spaces. Declarant may assign to each of the respective Units the number of parking spaces specified in Exhibit D attached hereto and incorporated herein by this reference as Limited Common Elements for the exclusive use of the owners of such Units.

(d) Allocation of Limited Common Elements. The Association's Board of Directors, without need for a membership vote, is hereby authorized to allocate and reallocate Limited Common Elements and Common Elements not previously assigned, provided that any such allocation or reallocation shall be made in accordance with the Condominium Act. A Common Element not previously allocated as a Limited Common Element may be so allocated and a Limited Common Element may be reallocated by the Board, without the need for a vote of the Association, upon written application to the Association by the Owner or Owners for whose exclusive use such Common Element is requested or whose use of the Limited Common Element previously allocated is directly affected. Upon such application, the Board shall prepare and execute an amendment to the Declaration allocating the Common Element as a Limited Common Element or reallocating the Limited Common Element, which amendment shall be executed by the Owner or Owners making such application. For so long as Declarant owns a Unit primarily for the purpose of sale or lease, an amendment to allocate or reallocate a Common Element not previously allocated as a Limited Common Element shall be executed by the officers of the Association if the request is made by Declarant and such amendment shall be automatically approved without the need for a vote. The Board has the right to approve or disapprove any such request made by any Person other than Declarant. Provided however that during the Declarant Control Period, the Declarant has the sole right to approve amendments without the need for a vote.

(e) Responsibility of Unit Owners. Any maintenance, repair or replacement relating to Limited Common Elements shall be performed by the Owner of the Unit to which appurtenant, at such Unit Owner's sole cost and expense, unless the contrary is provided by this Declaration. Additionally:

(i) Each Unit Owner shall also be responsible for replacing the necessary light bulbs for the foregoing light fixtures with the same color and bulb wattage as initially installed by the Declarant, or as otherwise approved by the Association.

(ii) In addition to any other rights of the Association set forth in this Declaration, should any maintenance, repair or replacement of a portion of the Limited Common Elements be necessary or desirable from time to time, then the Association shall have the right to perform the same for the account of the Unit Owner. In such event, the Association shall have the right

to a lien upon the Unit on the same basis as a lien for assessments as set forth in this Declaration, to secure payment of all sums expended, together with interest thereon at the highest lawful rate, costs, and attorney fees.

ARTICLE VI.
MAINTENANCE, REPAIR AND REPLACEMENT; INSURANCE

Section 6.01 Maintenance and Assessments.

(a) Maintenance. The Association is responsible for maintenance, repair, and replacement of the Common Elements, and shall maintain the Common Elements in good repair. Each Unit Owner is responsible for maintenance, repair, and replacement of his or her Unit, and shall maintain all portions of his or her Unit in good repair. The Owner of each Unit shall maintain any part of such Unit that is visible from other Units in accordance with standards established by the Board of Directors. Notwithstanding anything to the contrary contained herein, the Association shall be responsible for the maintenance, repair and replacement of all parking areas on the Property, regardless of whether any such parking areas are designated as Limited Common Elements on the Plat, and all costs associated with such maintenance, repair and replacement shall be deemed Common Expenses.

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

Section 6.02 Expense Allocation. Any Common Expense associated with the maintenance, repair or replacement of the Common Elements shall be assessed against all Units in accordance with the provisions contained in Article VIII of this Declaration, except that any expense associated with a Limited Common Element shall be assessed against the Unit or Units to which the Limited Common Element has been assigned.

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

Section 6.04 Capital Fund Assessments. Each Unit Owner, excluding Declarant, shall also pay to the Association at closing an assessment fee in an amount to be determined at the end of each calendar year by the Board of Directors to be placed in a capital escrow fund (the "Capital Fund") to be used for maintenance, repair and improvement of the Common Elements (the "Capital Fund Assessment"). This Capital Fund Assessment shall be in addition to the regular General Assessments provided for above and shall be used solely for the benefit of the Association. A Capital Fund Assessment shall be

collected from each new Owner at the closing of the purchase of a Unit from the Declarant, and at the closing of each subsequent sale of a Unit. If not collected and paid at closing, a new Owner shall pay the Capital Fund Assessment to the Association within thirty (30) days of becoming an Owner. The Declarant may change the amount of the Capital Fund Assessment from time to time. The full amount of the Capital Fund Assessments, minus any portion thereof used as utility or other deposits, must be available to the Association upon the expiration of the Declarant Control Period.

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

Section 6.06 Lien for Assessments.

(a) Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens except (1) liens and encumbrances recorded before the recordation of the Declaration, (2) a first Mortgage or deed of trust on the Unit recorded before the date on which the Assessment sought the be enforced became delinquent, and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. Such lien for Assessments primes the lien of any Mortgagee for up to six (6) months' worth of Assessments.

(b) Such lien has priority that dates back to when the Assessment was due.

(c) Such lien, when delinquent, may be foreclosed by power of sale in the same fashion as a Mortgage.

(d) The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, Mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6.07 Insurance. The Association and each Unit Owner shall maintain insurance as provided in the Bylaws.

Section 6.08 Repair or Replacement after Casualty or Condemnation or Otherwise. Any portion of the Project that is damaged or destroyed or condemned shall be repaired or replaced promptly by the Association or Unit Owner responsible for the maintenance thereof, except as provided for in Section 66-27-413(h)(1) of the Act. All insurance proceeds shall be used only for the purpose of rebuilding, and any reconstruction or repair of the Condominium or any Unit located therein shall be in accordance with the Declaration or any additional declaration applicable thereto and the original plans and specifications for the affected portion of the Condominium, unless otherwise approved by the vote of Unit Owners possessing at least sixty-seven percent (67%) of the total percentage of ownership in the Condominium and the consent of Mortgagees that represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages, provided, however, that any Mortgagee who receives written notice via certified or registered mail, return receipt requested, of such a proposal and fails to deliver or mail to the requesting party a negative response within sixty (60) days following receipt of notice of such proposal shall be deemed to have approved such modification.

ARTICLE VII.
DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

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

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

(b) The right to allocate specified areas which constitute a part of the Common Elements as Limited Common Elements for the exclusive use of the owners of Units to which these specified areas shall become appurtenant as provided in Section 5.02 of this Declaration;

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

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

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

Section 7.02 Transfer of Rights. Any or all of the special rights and obligations of Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of Davidson County, Tennessee.

Section 7.03 Sales and Construction Activities. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, including without limitation future buildings within the Project, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and Declarant shall have an easement for access to such facilities and for such construction activities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by Declarant and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

Section 7.04 No Alteration of Declarant's Rights. No amendment to this Declaration shall (i) modify, alter, or delete any provision of this Declaration that benefits Declarant or any rights, privileges, easements, protections, or defenses of Declarant; or (ii) alter the rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and recorded with such amendment.

Section 7.05 No Recording of Instruments. So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

Section 7.06 No Amendment. This Article may not be amended without the express written consent of Declarant. The rights contained in this Article shall terminate only upon the recording by Declarant of a written statement that all sales activity has ceased and that Declarant releases such rights by express reference thereto.

Section 7.07 Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

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

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

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

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

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

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

(g) The right to increase the total number of non-owner-occupied Units within the Development;

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

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

ARTICLE VIII.
ALLOCATED INTERESTS

Section 8.01 Allocated Interests. The undivided interest in the Common Elements and the Common Expense liability in the Association are allocated to each Unit as set forth in Exhibit D. The Common Elements and Common Expense liability allocated to each Unit have been calculated on a pro rata basis among all the Units in the Condominium, based upon the gross number of square feet contained within each Unit, while voting rights have been allocated to each Unit on a one vote per Unit basis, to be cast as set forth in the Bylaws. In accordance with Section 5.02, Limited Common Elements may be allocated to the Units as specified by the Declarant per this Declaration, an amended declaration, the plat, or an amended Plat. During the Declarant Control Period, the Declarant's vote shall be exclusively determinative of any notion on behalf of the Association.

ARTICLE IX.
RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 9.01 Use and Occupancy Restrictions. In addition to other obligations and duties set forth in this Declaration, and subject to the Special Declarant Rights reserved by the Declarant, each Unit Owner or Occupant of a Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association that are not inconsistent with the provisions set forth herein or the exhibits hereto. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants as a result of such person's violation of the Condominium Documents, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be used and occupied in compliance with, the following provisions and every Unit Owner shall do and perform the following:

(a) Permitted Use. No part of the Units or the Common Elements may be used for purposes other than residential housing or as otherwise allowed by the applicable Metro zoning ordinance.

(b) Residential Uses. The residential Units will be used only for the purpose of a residence, in which there shall be not more than (2) persons per bedroom continuously residing; subject, however, to the requirements of all applicable Laws, the provisions of this Declaration and its exhibits, and to the rules and regulations of the Association promulgated from time to time and provided no trade or business of any kind may be conducted in or from a Unit, except that the Owner or Occupant may conduct ancillary business activities within the unit so long as:

(i) The existence or operation of the business is not apparent or detectable from outside the Unit in any manner;

(ii) The business operation does not involve visitation at the Unit by employees, clients, customers, suppliers or business invitees in excess of expected visitation at the Unit without business activity;

(iii) The business is legal and conforms to all laws, zoning requirements and restrictive covenants applicable to the Condominium;

(iv) The business activity does not increase the Association's insurance premiums or ability to obtain insurance;

(v) The business activity is consistent with a residential condominium character, is not hazardous or offensive or threaten the health, safety or security of other residents as determined by the Board; and

(vi) The business does not materially increase the use of the Common Elements.

Further, each Owner shall:

1. Signs; Advertising; Aerials. Show no sign, advertisement or notice of any type on the Common Elements, Limited Common Elements, or the Unit, including but not limited to "For Sale" or "For Rent" signs, nor shall any such signs be posted within a Unit in such a manner as to be visible from the exterior of the Unit. The Unit Owner shall erect no exterior antennas or aerials, antenna masts, towers, satellite or direct TV dishes or other similar devices, except as required to be permitted by law and as provided in Rules and Regulations promulgated by the Association. This provision shall not apply to the Declarant during the Declarant Control Period, nor shall this provision apply to the Association.

2. Exterior Appearance. Not hang any laundry, garments or other objects which are visible from the outside of the Unit. Decorative window coverings shall not include any type of reflective film on any glass windows or doors (it being acknowledged that such material may compromise the integrity of the glass). No items requiring electrical power, including, but not limited to, holiday lights, are allowed to be placed or installed over any exterior balcony railings.

3. Maintenance of Interior. Each Owner shall be responsible for the maintenance of, and shall maintain, the interior of his or her Unit, including interior walls, windows, glass, ceilings, doors (interior and exterior entry), and permanent fixtures and appurtenances thereto, patios and other easement areas appurtenant to such Unit, and such other portions of the Unit for which care and maintenance is his or her responsibility, in a clean, sanitary, and attractive condition, reserving to each Owner, however, complete discretion as to choice of furniture, furnishings, and interior decorating.

4. Personal Property of Unit Owners. Personal property of Unit Owners, including without limitation bicycles and similar items, shall be kept entirely within a Unit when not in use or within areas designed for such.

5. Parking. The Board may impose rules and regulations not inconsistent with this Declaration with respect to the maintenance and use of parking spaces provided on the Common Area and the uses, operating and control of motor vehicles thereon.

6. Animals and Pets. No animals, reptiles, rodents, livestock, birds or poultry of any kind shall be raised, bred, or kept in or on any portion of the Common Area except that dogs and cats or other household pets approved by the Association may be kept in the Unit. Pets may not be kept on balconies or patios. Dogs, cats, or other usual and common household pets may be permitted

in a Unit. Pets are not permitted to roam free, and in the sole discretion of the Association, animals that endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Property shall be removed upon request of the Board; if the Owner fails to honor such request, the pet may be removed by the Board and turned over to the appropriate agency for keeping or disposal. Dogs shall at all times whenever they are outside a Unit be confined on a leash held by and under the physical control of a responsible person. Each occupant, guest or invitee of any Unit shall clean up waste from a pet, and the Association may impose fines in the event of a failure to do so. Without limiting the foregoing, the Association may impose regulations on the size and type of pets to be maintained within Units. Each Owner and tenant of a Unit who keeps or maintains any animal within the Property shall be deemed to have agreed to indemnify and does hold Declarant, the Association, and their directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Project.

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

(d) Nuisance and Noise. The Units in the Condominium are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant SHALL NOT conduct activities within a Unit or use a Unit in a manner that unreasonably interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and Occupant.

Furthermore, noxious or destructive activity SHALL NOT be carried on within any portion of the Condominium. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health, unreasonable annoy or disturb other Owners or Occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of a Unit or the Common Elements in any manner that creates disturbing noises, including, without limitation, use of stereo speakers or equipment that will, in the sole discretion of the Board of Directors, unreasonably interfere with the rights, comfort or convenience of the other Owners or Occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference his property or personal rights.

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

(f) Basketball Equipment, Clotheslines, Garbage Cans, Tanks, etc. No basketball equipment, clothes lines, above-ground tanks, and other similar items shall be placed, allowed or maintained upon any portion of the Common Area, including any Unit. All garbage cans shall be located or screened so as to be concealed from view of neighboring Units, streets and property located adjacent to the Unit, except that garbage cans may be placed at curbside on days designated for trash pick-up for that particular Unit. All rubbish, trash, and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon.

(g) Guns. The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types.

(h) Tents, Trailers and Temporary Structures. Except as may be permitted by Declarant during initial construction within the Property, no tent, utility, shed, shack, trailer or other structure of a temporary nature shall be placed upon a Unit or any part of the Property.

(i) Temporary Structures and Detached Storage Buildings. No structure of a temporary character, or other out-buildings including storage buildings shall be placed or used on or about the Common Area and Limited Common Area.

(j) Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of any Unit. Exterior sculpture, fountains, flagpoles, flags, and similar items must be approved in accordance with Article 4 of this Declaration.

(k) Dumpster. If trash pickup is served by a common disposal point or dumpster, Owners shall be responsible for complying with any Association direction regarding such areas and their use. Each Owner shall deposit all garbage inside such containers, close all doors or lids and take no measures that detract from such areas being maintained in a neat, sightly and clean condition.

(l) Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and

(d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. Uses permitted hereunder shall not be deemed to violate the restriction pertaining to residential uses.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

(m) Yard Sales. Yard sales shall not be permitted, either within a Unit or upon any portion of the Common Area, without the prior written consent of the Board.

(n) Taxes and Utilities. Each Owner shall pay any real and personal property taxes or charges assessed against his/her respective Unit and the utility charges for said Unit.

(o) Additional Restrictions. The Board shall be entitled to invoke additional rules and regulations from time to time for the operation, use, and maintenance of the Property, including the Units and Common Area, provided such rules and regulations are not inconsistent with this Declaration.

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

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

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

(b) A Unit may be leased only as permitted under Section 9.03 below and subject to reasonable Rules and Regulations as may be adopted by the Board of Directors in regard to leases and rental agreements.

Section 9.03 Leasing of Units and Short-term Rentals.

(a) In General.

(i) Owners desiring to lease their Units may do so only if they have applied for and received from the Declarant or the Association a leasing

permit (a "Leasing Permit"). Such a permit, upon its issuance, will allow a Unit Owner to lease his or her Unit provided that such leasing is in strict accordance with the terms of the Leasing Permit and this Section 9.03. The Declarant and the Association shall have the authority to establish conditions as to the duration and use of such Leasing Permits consistent with this Section 9.03 and may charge for Leasing Permits. All fees collected by the Declarant for assigning the initial thirteen (13) Leasing Permits shall be retained by the Declarant and shall not constitute income or revenue of the Association. All Leasing Permits shall be valid only as to a specific Unit Owner and shall not be transferable between either Units or Unit Owners, except that a Leasing Permit shall be transferable to successors in title to the same Unit. For the purposes of this Declaration, "Leasing", "Lease", or any variation thereof is defined as regular, exclusive occupancy of a Unit by any Person or Persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(ii) The request of a Person who has entered into a binding purchase and sale agreement for a Unit or the request of an Owner for a Leasing Permit for a Unit shall be approved if current, outstanding Leasing Permits have been issued for twelve (12) or fewer Units (excluding Units owned by Declarant) in the Condominium. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (i) if the Leasing Permit was granted to a Person who was not an Owner but had entered into a binding purchase and sale agreement for a Unit, the termination of such agreement for any reason or the failure to close the purchase of the Unit within sixty (60) days of the date that the Leasing Permit was issued; (ii) the failure of a Unit Owner to lease his or her Unit within eleven (11) calendar months of the initial purchase of such Unit and the issuance of a Leasing Permit (or the purchase of a Unit which was conveyed together with an existing Leasing Permit pursuant to Section 9.03(a)(i) above); or (iii) the failure of Unit Owner to have his or her Unit leased at any point during any calendar year after the year of purchase of such Unit for a period of at least thirty-one (31) consecutive days, it being the intention that none of the Units may be used as short-term rentals and that Leasing Permits which are not used by Unit Owners shall be forfeited back to the Declarant during the Declarant Control Period and thereafter to the Association. If current Leasing Permits have been issued to thirteen (13) Units (excluding Units owned by Declarant), no additional Leasing Permits shall be issued until the number of outstanding current Leasing Permits falls below thirteen (13) (excluding Units owned by Declarant). A Unit Owner who has been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to less than thirteen (13), subject to the terms hereof.

(iii) Leasing of a Unit that is authorized, pursuant to permit, hereunder shall be governed by the following provisions:

1) At least seven (7) days prior to entering into the lease of a Unit, the Unit Owner shall provide the Association and during the Declarant Control Period, the Declarant with a copy of the proposed lease agreement. The Association shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Association shall notify the Unit Owner of the requisite action to be taken in order to bring the lease in compliance with this Declaration and any rules and regulations adopted pursuant hereto.

2) Units may be leased only in their entirety; no fraction or portion may be leased without prior written Association approval, such approval to be in the Association's sole and absolute discretion. All leases shall be in writing and in a form approved by the Declarant during the Declarant Control Period, and thereafter by the Association prior to the effective date of the lease. The Association may maintain and, upon request, provide a form of lease that is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Association approval. No more than four (4) adult Persons may occupy a Unit at any one time unless previously approved by the Board. The Board may limit the number of vehicles that tenants may park on the Property by regulation. All leases must be for an initial term of not less than thirty-one (31) consecutive days, except with written Association approval, and only in accordance with applicable law; provided, however, it is the intent of the Association and the Declarant and all other Unit Owners to preclude "short-term rentals", as such term is defined and/or described from time to time by applicable laws and/or city ordinance. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Unit Owner shall provide the Association and, during the Declarant Control Period, the Declarant with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Unit Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association or Declarant the right to approve or disapprove a proposed lessee; the Association's approval or disapproval shall be limited to the form of the proposed lease.

3) If a purchaser of a Unit has obtained approval from Declarant to assign its purchase contract, and if such purchaser has been issued a Leasing Permit, the Leasing Permit shall be deemed assigned with the assignment of the applicable purchase contract. If a Unit is owned by a legal entity, such entity shall designate an individual to receive all notices issued by the Declarant or the Board as they relate to the Unit and the Condominium.

(iv) Each lease shall be and every Unit Owner shall cause all occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. No Unit or Common Elements or Limited Common Elements may be used in violation of the restrictions and provisions contained herein, in the Bylaws, or the Rules and Regulations from time to time set forth by the Association. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner or lessee and shall be subject to any lease, concession, or easement, whether presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements

(b) By Declarant. Notwithstanding the foregoing or anything to the contrary contained in this Declaration, the Bylaws, or the Rules and Regulations, Units owned by the Declarant, whether or not during the Declarant Control Period, may be leased by the Declarant on terms acceptable to Declarant (including on long-term and short-term bases, as allowed by applicable law); provided, however, that all such Leases shall be subordinate and subject to this Declaration and that all tenants under such leases shall abide by all other terms and conditions of this Declaration and the Rules and Regulations.

(c) Compliance with FHA/FNMA Guidelines. Without limiting the foregoing, the Declarant may unilaterally amend this Declaration and the Board may establish leasing restrictions and requirements, in order to ensure that the Condominium maintains compliance with requirements for eligibility for FHA or FNMA financing and guarantees, including without limitation further limiting rental units, requiring minimum and/or maximum terms for rentals, and requesting information on potential tenants and other occupying rental units.

(d) Department of Veterans Affairs Exception. Notwithstanding the foregoing or anything in this Declaration or the Bylaws, Units that are (i) encumbered by DVA Financing (defined below) or (ii) owned by the Department of Veterans Affairs, may be leased without regard to the foregoing restrictions set forth in Sections 9.02 and 9.03; provided, however, that (x) all such leases shall have terms no shorter than one (1) year, (y) all such leases shall be subordinate and subject to this Declaration, and (z) all tenants under such leases shall abide by all other terms and conditions of this Declaration and the Rules and Regulations. "DVA Financing" means guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations.

ARTICLE X.
PLAT

Section 10.01 Recording Data. The Plat shows all information required by Section 66-27-309 of the Act. In addition, the Condominium may be subject to other easements or licenses granted by the Declarant pursuant to Sections 7.07 and 10.03 of this Declaration.

Section 10.02 Access Easements.

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

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

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

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

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

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

Section 10.04 Encroachments and Easements. If any portion of Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, as the Common Elements and Units are shown by the Plat, there shall be deemed to be mutual easements in favor of the Owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.

The Association shall have the right to grant permits, licenses, and easements over the Common Elements for utilities and for other purposes reasonably necessary or useful for the proper maintenance or operation of the horizontal property regime.

The Units and Common Elements shall have and be subject to the following easements:

(a) If any portion of the Common Elements shall actually encroach upon any Unit, or if any Unit, including, but not limited to, utility lines and service associated with such Unit, shall actually encroach upon any portions of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown by the Plat, due to engineering errors, errors in original construction, reconstruction, or repair, settlement or shifting of a building, or movement of any portion of any other improvements on the Property, or any similar cause, there shall be deemed to be mutual easements to the extent of such encroachments, so long as the same shall exist; provided, however, that in no event shall an easement for encroachment be created in favor of a Unit Owner if said encroachment occurred due to the willful act of said Unit Owner, and further provided that the physical boundaries of a Unit following construction or any reconstruction or repair thereof will be in substantial accord with the description of those boundaries in this Declaration.

(b) Each Unit Owner shall have a perpetual and non-exclusive easement for ingress and egress to such Unit Owner's Unit, in, upon, over, under, across, and through the Common Elements, which easement shall be appurtenant to the Unit of such Unit Owner and shall pass with the Unit as and when a transfer or conveyance of ownership of the Unit occurs.

(c) Declarant hereby reserves a perpetual and non-exclusive easement in, upon, over, under, across, and through the Common Elements and Private Elements for the purpose of the installation, maintenance, repair, and replacement of sewer, water, power, and telephone pipes, lines, mains, conduits, poles, or transformers, facilities for cable television systems, Internet/broadband lines, conduits, or poles, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utilities systems servicing the Property, which easement shall be for the benefit of Declarant and any governmental agency, utility company, or other entity (public or private) that requires the same for the purpose of furnishing one or more of the foregoing services.

(d) Declarant hereby reserves an easement in, upon, over, under, across, and through the Common Elements during the Development Period in order to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction of the Units and the Common Elements and the sale of the Units, including, but not limited to, a business office, sales office, storage area, construction yard, sign, or model Units, and for a period of two (2) years after the Development Period, in order to make any repairs to improvements on the Property, including, without

limitation, the Units, that Declarant may deem necessary or that may be required pursuant to contracts of sale made with purchasers of Units.

(e) Intentionally omitted.

(f) Party walls.

(i) General Rules of Law to Apply. Each wall or fence built as a part of the original construction of a structure upon the Property and placed on the dividing line between two Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(ii) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(g) The Association and Declarant reserve a perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, under, across, and through the Common Elements, Private Elements, and Units for the purpose of maintaining, repairing and replacing the Common Elements or any equipment, facilities, or fixtures affecting or servicing the Common Elements or any of the Private Elements for which the Association has maintenance responsibility, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner or Occupant, except that, in the case of an emergency, such right of entry shall be immediate and absolute, regardless of whether the Unit Owner or Occupant is present at the time or whether request is made.

Section 10.05 Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. In the performance of their duties, the officers, directors, and committee members are required to exercise:

(a) If appointed by Declarant, the care required of fiduciaries of the Unit Owners; or

(b) If elected by the Unit Owners, ordinary and reasonable care.

The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Directors of the Association), and the Association shall indemnify and forever hold each such officer and director free and

harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE XI.
ASSESSMENT LIENS

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

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

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

ARTICLE XII.
RIGHTS OF MORTGAGEES

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

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

(i) Redefinition of any Unit boundaries;

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

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

(iv) Voting rights;

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

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

(vii) Insurance or fidelity bonds;

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

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

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

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

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

Notwithstanding the foregoing, the Condominium may not be terminated except with the written approval of Mortgagees that represent at least 67% of the Units that are subject to Mortgages.

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

(i) any material damage to or destruction of the Units or Common Elements (for such purposes, any damage or destruction affecting any portion of the Common Element to the extent of Fifty Thousand Dollars ($50,000.00) or more of their value, or, if damage, destruction or taking shall occur to said mortgaged Unit, to the extent of Ten Thousand Dollars ($10,000.00) of its value or more, shall be deemed material);

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

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

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

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

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

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

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

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

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

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

(e) No Impairment of Mortgagees' Rights. Notwithstanding anything to the contrary herein contained, the provisions of Section 9.02 and 9.03 governing leases of Units shall not apply to impair the right of any Mortgagee to:

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

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

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

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

Section 12.03 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Parcel in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

Section 12.04 Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 12.05 Applicability of Article XII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, By-Laws, or Tennessee law for any of the acts set out in this Article.

ARTICLE XIII.
LIABILITY AND ENFORCEMENT ACTIONS

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

ARTICLE XIV.
ANNEXATION OF ADDITIONAL PROPERTY / LEGAL PHASING

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

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

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

ARTICLE XV.
ELECTION OF BOARD OF DIRECTORS

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

ARTICLE XVI.

MISCELLANEOUS

Section 16.01 Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. In the performance of their duties, the officers, directors, and committee members are required to exercise:

(a) If appointed by Declarant, the care required of fiduciaries of the Unit Owners; or

(b) If elected by the Unit Owners, ordinary and reasonable care.

The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Directors of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 16.02 Disclosures.

(a) General Information Provided. The Association, upon request from a Unit Owner, a purchaser, or any lender, shall provide to the requesting party, within ten (10) business days following the Association's receipt of such request, information regarding:

(i) The name and principal address of Declarant (during the Declarant Control Period only), the Association, and the Condominium;

(ii) A copy of the recorded Declaration, Bylaws, Charter, and all amendments of and exhibits to each of the foregoing;

(iii) A copy of the Association's current rules and regulations;

(iv) The most recent balance sheet, income statement, and approved budget for the Association;

(v) Minutes of all meetings of the Members of the Association for the twelve (12)-month period ending on the date of the request;

(vi) The current monthly Assessment and any Special Assessment applicable to the Unit in question, and the amount of any delinquencies in any Assessments applicable to such Unit;

(vii) Any fees or Assessments due as a result of the transfer of the applicable Unit;

(viii) The amount and nature of any additional fees currently imposed for use by Members of the Common Elements or other amenities;

(ix) A statement of the insurance coverage(s) currently in effect with respect to the Property and the Common Elements; and

(x) Whether the Board of Directors is still under the Declarant Control Period, and if so, when such Declarant Control Period ends.

(b) Responsibility to Provide General Information. If construction of the Project is not complete at the time a buyer enters into a contract to purchase a Unit, the information provided in Section 13.12(a), to the extent applicable and available, must be supplied to the buyer at least ten (10) business days prior to closing. If Declarant does not provide the required information, the buyer can rescind its contract or delay closing until the information is supplied. This information may be requested and provided via e-mail.

(c) Specific Information Provided. Each Owner acknowledges the following:

(i) The Project 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.

(ii) The views from an Owner's Unit may change over time due to, among other circumstances, additional development and the removal or addition of landscaping.

(iii) 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.

(iv) No representations are made regarding the schools that currently or may in the future serve the Unit.

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

(vi) No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another.

(vii) The Plat and Project floor plans and the dimensions and square footage calculations shown thereon are only approximations. Any Owner who is concerned about any representations regarding the floor plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her Unit.

(viii) All Owners acknowledge and understand that Declarant will be constructing/renovating portions of the Project and engaging in other construction activities related to the construction of Common Elements and improvement of Units. Such construction activities may, from time to time, produce certain conditions on the Project, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (v) other conditions that may threaten the security or safety of Persons on the Project. Notwithstanding the foregoing, all Owners agree that such conditions on the Project resulting from renovation and construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of the Declaration.

(ix) Concrete and hardwood surfaces within a Unit may transmit noise, and such noise shall not be deemed to constitute a use of Unit that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner.

(x) Mold and/or mildew can grow in any portion of the Project that is exposed to elevated levels of moisture. The Association and each Owner agree to: (i) regularly inspect the parts of the Project that they respectively maintain, and which are visible and accessible without having to first conduct invasive testing, for the existence of mold, mildew, and/or

water intrusion and/or damage; (ii) upon discovery, immediately repair in a good and workmanlike condition the source of any water intrusion in the parts of the Project that they respectively maintain; (iii) remediate or replace any building material located in the parts of the Project that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate all mold and/or mildew discovered in the parts of the Project that they respectively maintain in accordance with current industry-accepted methods. In addition. the Association agrees to notify the Units Owners, and each Owner agrees to notify the Association of the discovery of mold, mildew, and/or water intrusion and/or damage in the parts of the Project that they respectively maintain.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by a duly authorized agent this ___ day of November, 2022.

PILLOW, LLC,
a Tennessee limited liability company

By: Mark Deutschmann
Its: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

Witness my hand and seal at office in Nashville, Tennessee, this 4th day of November, 2022.

Notary Public

My Commission Expires:

4/1/24

MARK ANDREW KREBS
STATE OF TENNESSEE NOTARY PUBLIC
PUTNAM COUNTY

EXHIBIT A

DESCRIPTION OF LAND

Tract 1:

Land in Davidson County, Tennessee, being the Northerly 50 feet of the Southerly 100 feet of the Easterly part of Block "F" on the plan of the Merritt-Hagan Land in South Nashville, as of record in Minute Book "N", Page 241, County Court for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Core Holdings LLC by Robert E. Orrall and Christine Leverone Orrall, husband and wife, and Justine Orrall, unmarried, by deed dated June 23, 2021, of record in Instrument No. 20210625-0086501, in the Register's Office of Davidson County, Tennessee.

Tract 2:

Land in Davidson County, Tennessee, being the Southerly 50 feet of the Easterly part of Black "F" on the plan of the Merritt-Hagan Land in South Nashville, of record in Minute Book "N", Page 241, County Court, Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Core Holdings LLC by Wayne Russell and Carol S. Russell, husband and wife, by deed dated June 23, 2021, of record in Instrument No. 20210625-0086483, in the Register's Office of Davidson County, Tennessee.

Further being the same property conveyed to Core Holdings LLC by Quitclaim Deed from Core Holdings LLC in order to consolidate two parcels, of record at Instrument No. 20220421-0046134, in the Register's Office of Davidson County, Tennessee.

Also being the same property described by that certain survey prepared by John S. Patteson, RLS No. 1829, Clint Elliot Survey, dated March 11, 2022, revised August 3, 2022, as follows:

Beginning at an iron rod at the intersection of West right-of-way line of Pillow Street and the North right-of-way line of Merritt Avenue, located North 37° 16' 16" West, a distance of 33.31 feet from the centerline intersection of Pillow Street and Merritt Avenue; thence with the North right-of-way line of Merritt Avenue, North 82° 58' 43" West, a distance of 191.00 feet to an iron rod on the East right-of-way line of Alley No. 1801; thence leaving the North right-of-way line of Merritt Avenue and with the East right-of-way line of Alley No. 1801, North 07° 19' 17" East, a distance of 100.00 feet to an iron rod marking a common corner of property now or formerly belonging to 1319 Pillow Street Townhomes (Instrument No. 20150312-0021423); thence leaving the East right-of-way line of Alley No. 1801 and with the line of 1319 Pillow Street Townhomes, South 82° 58' 43" East, a distance of 191.00 feet to an iron rod on the West right-of-way of Pillow Street; thence leaving the line of 1319 Pillow Street Townhomes and with the West right-of-way line of Pillow Street, South 07° 19' 17" West, a distance of 100.00 feet to the point of beginning.

EXHIBIT B

PLAT

[see attachment]

P:\2882 Core Dev\2882-03 Pillow + Merrit SP\Drwg\3 - condo docs - 10-31-22\Exhibit-1_of_5.dwg-8.5x14

1. THE PROPERTY INCLUDES 1 PARCEL IN THE SAMARITAN RECOVERY INC., AS SHOWN ON THE PLAT FILED ON RECORD IN INSTRUMENT NO. QC-20220421O046134 IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. PARCEL I.D.- 10507013400
2. THIS SURVEY MEETS THE REQUIREMENTS OF AN URBAN LAND SURVEY (CATEGORY 1), WITH A RATIO OF PRECISION OF THE UNADJUSTED SURVEY GREATER THAN 1:10,000 AS PER STANDARDS OF PRACTICE ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS, STATE OF TENNESSEE.
3. PROPERTY IS ZONED SP, WITH AN OV-UZO, URBAN ZONING OVERLAY.
4. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO FLOOD MAP NO. 47037C0244H, EFFECTIVE 04/05/2017.

THIS PLAT CONTAINS ALL INFORMATION REQUIRED BY T.C.A. 66-27-309

REGISTERED ENGINEER 11/03/22

GRID

STATE PLANE COORDINATE SYSTEM NAD-83 (1990)

0 10 20 30 60

GRAPHIC SCALE

PLAT OF PILLOW & MERRITT CONDOMINIUMS - FIRST FLOOR

NOTE: THE DRAWING SHOULD NOT BE REPRESENTED TO BE A LAND SURVEY. IT SHOULD NOT BE RELIED UPON FOR THE CONSTRUCTION OF FENCES OR ESTABLISHING THE EXACT LOCATION OF PROPERTY LINES.

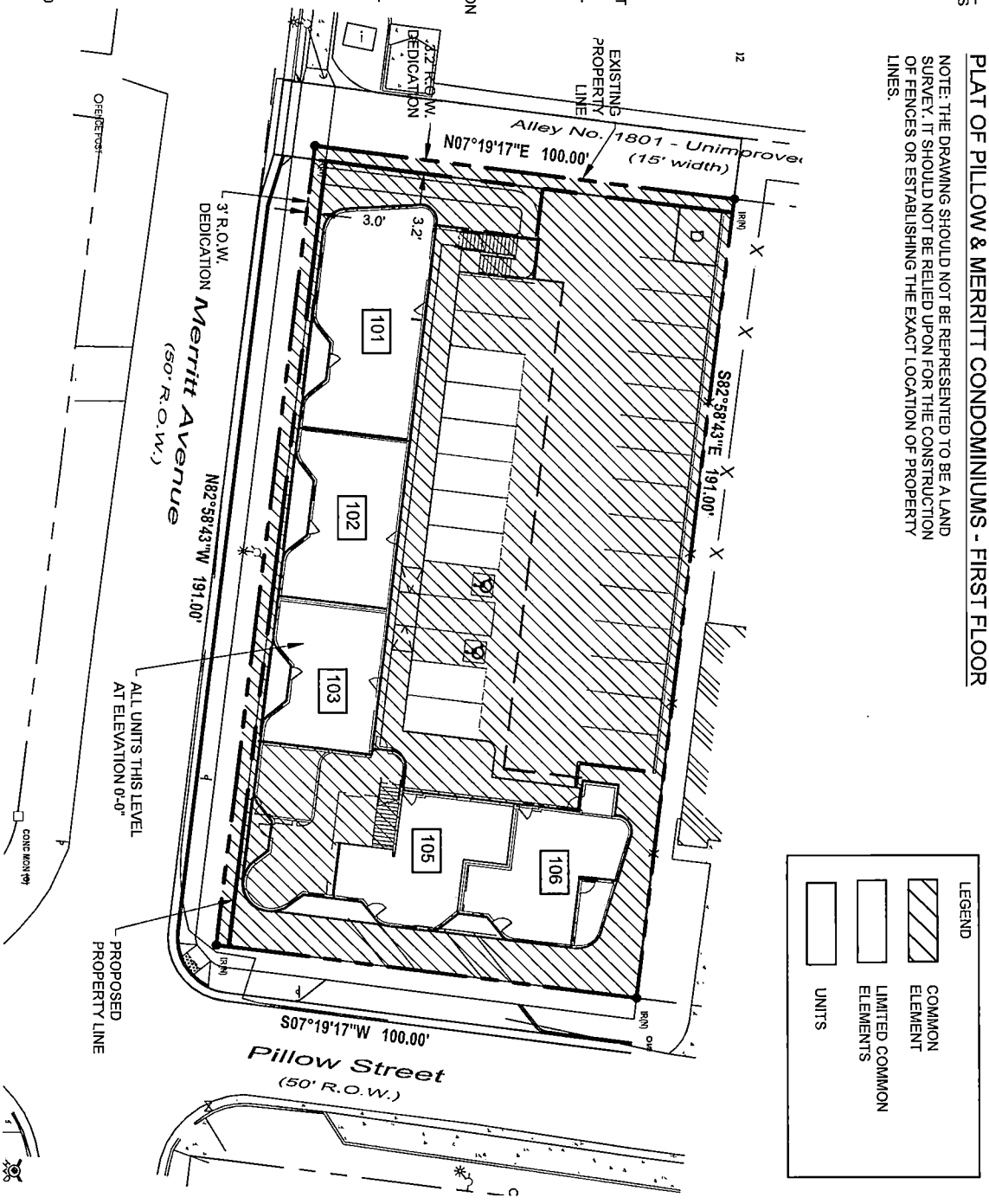


EXHIBIT B, PAGE 1 OF 5

PILLOW & MERRITT CONDOMINIUMS
PILLOW STREET AND MERRITT AVENUE
NASHVILLE, TN 37203

Barge Cauthen & ASSOCIATES
CIVIL ENGINEERS
5606 CHARLOTTE PIKE, STE 210
NASHVILLE, TENNESSEE 37209
615.356.9911 PHONE
615.352.6737 F A X

P:\2882 Core Dev\2882-03 Pillow + Merrit SP\Drwg\3 - condo docs - 10-31-22\Exhibit-2_of_5.dwg-8.5x14

PLAT OF PILLOW & MERRITT CONDOMINIUMS - SECOND FLOOR

NOTE: THE DRAWING SHOULD NOT BE REPRESENTED TO BE A LAND SURVEY. IT SHOULD NOT BE RELIED UPON FOR THE CONSTRUCTION OF FENCES OR ESTABLISHING THE EXACT LOCATION OF PROPERTY LINES.

1. THE PROPERTY INCLUDES 1 PARCEL IN THE SAMARITAN RECOVERY INC., AS SHOWN ON THE PLAT FILED ON RECORD IN INSTRUMENT NO. QC-20220421 0046134 IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. PARCEL I.D.- 10507013400
2. THIS SURVEY MEETS THE REQUIREMENTS OF AN URBAN LAND SURVEY (CATEGORY 1), WITH A RATIO OF PRECISION OF THE UNADJUSTED SURVEY GREATER THAN 1:10,000 AS PER STANDARDS OF PRACTICE ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS, STATE OF TENNESSEE.
3. PROPERTY IS ZONED SP, WITH AN OV-UZO, URBAN ZONING OVERLAY.
4. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO FLOOD MAP NO. 47037C0244H, EFFECTIVE 04/05/2017.

THIS PLAT CONTAINS ALL INFORMATION REQUIRED BY T.C.A. 66-27-309

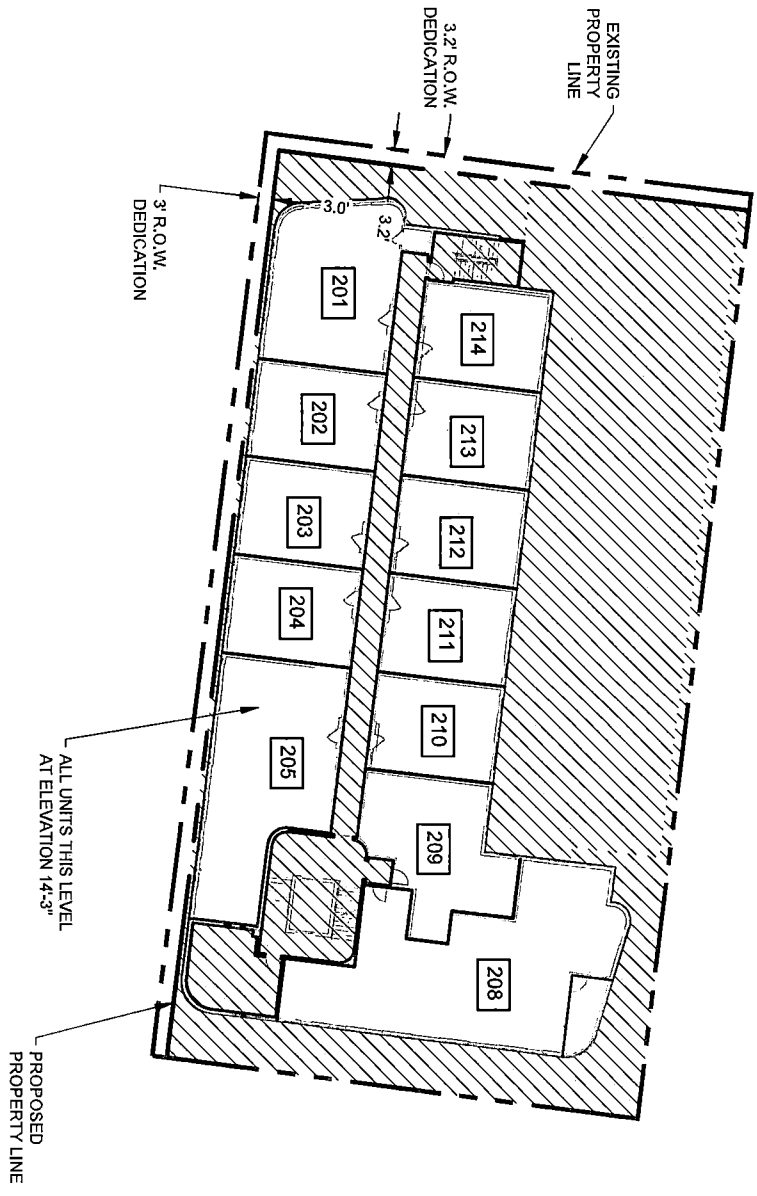
REGISTERED ENGINEER 11/03/22

GRID

STATE PLANE COORDINATE SYSTEM NAD-83 (1990)

0 10 20 30 60

GRAPHIC SCALE



LEGEND

COMMON ELEMENT

LIMITED COMMON ELEMENTS

UNITS

EXHIBIT B, PAGE 2 OF 5

PILLOW & MERRITT CONDOMINIUMS
PILLOW STREET AND MERRITT AVENUE
NASHVILLE, TN 37203

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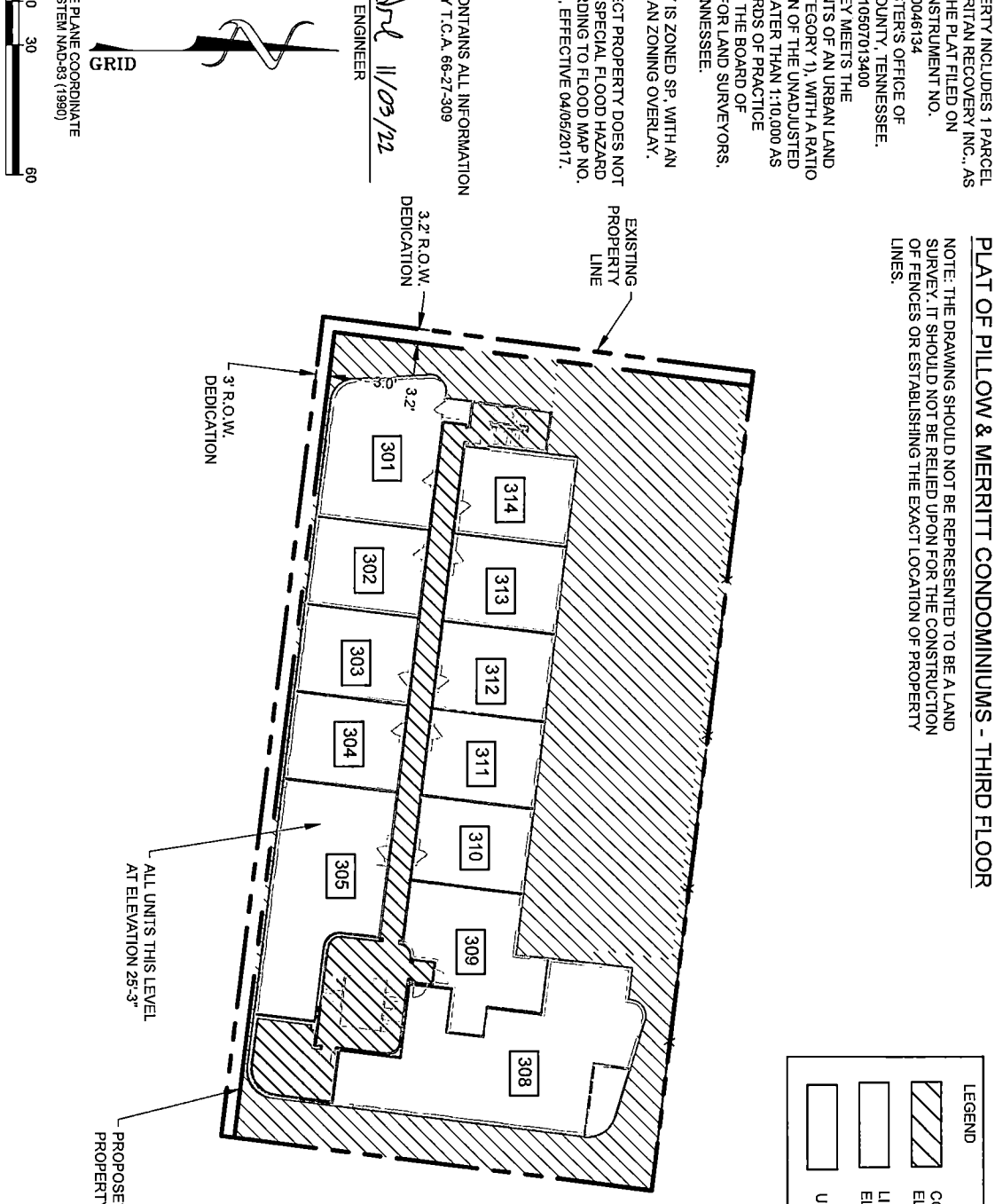
PLAT OF PILLOW & MERRITT CONDOMINIUMS - THIRD FLOOR

1. THE PROPERTY INCLUDES 1 PARCEL IN THE SAMARITAN RECOVERY INC., AS SHOWN ON THE PLAT FILED ON RECORD IN INSTRUMENT NO. QC-20220421000461 34 IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. PARCEL I.D.- 105070134 00
2. THIS SURVEY MEETS THE REQUIREMENTS OF AN URBAN LAND SURVEY (CATEGORY 1), WITH A RATIO OF PRECISION OF THE UNADJUSTED SURVEY GREATER THAN 1:10,000 AS PER STANDARDS OF PRACTICE ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS, STATE OF TENNESSEE.
3. PROPERTY IS ZONED SP, WITH AN OV-UZO, URBAN ZONING OVERLAY.
4. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO FLOOD MAP NO. 47037C0244H, EFFECTIVE 04/05/2017.

THIS PLAT CONTAINS ALL INFORMATION REQUIRED BY T.C.A. 66-27-309

Chris Ridout 11/03/22
REGISTERED ENGINEER

NOTE: THE DRAWING SHOULD NOT BE REPRESENTED TO BE A LAND SURVEY. IT SHOULD NOT BE RELIED UPON FOR THE CONSTRUCTION OF FENCES OR ESTABLISHING THE EXACT LOCATION OF PROPERTY LINES.



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EXHIBIT B, PAGE 3 OF 5

PILLOW & MERRITT CONDOMINIUMS
PILLOW STREET AND MERRITT AVENUE

1. THE PROPERTY INCLUDES 1 PARCEL IN THE SAMARITAN RECOVERY INC., AS SHOWN ON THE PLAT FILED ON RECORD IN INSTRUMENT NO. QC-202204210046134 IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. PARCEL I.D.- 10507013400
2.THIS SURVEY MEETS THE REQUIREMENTS OF AN URBAN LAND SURVEY (CATEGORY 1), WITH A RATIO OF PRECISION OF THE UNADJUSTED SURVEY GREATER THAN 1:10,000 AS PER STANDARDS OF PRACTICE ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS, STATE OF TENNESSEE.

3. PROPERTY IS ZONED SP, WITH AN OV-UZO, URBAN ZONING OVERLAY.

4. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO FLOOD MAP NO. 47037C0244H, EFFECTIVE 04/05/2017.

THIS PLAT CONTAINS ALL INFORMATION REQUIRED BY T.C.A. 66-27-309

11/03/22
REGISTERED ENGINEER

GRID

STATE PLANE COORDINATE SYSTEM NAD-83 (1990)

0 10 20 30 60
GRAPHIC SCALE

PLAT OF PILLOW & MERRITT CONDOMINIUMS - FOURTH FLOOR

NOTE: THE DRAWING SHOULD NOT BE REPRESENTED TO BE A LAND SURVEY. IT SHOULD NOT BE RELIED UPON FOR THE CONSTRUCTION OF FENCES OR ESTABLISHING THE EXACT LOCATION OF PROPERTY LINES.

LEGEND
- COMMON ELEMENT
- LIMITED COMMON ELEMENTS
- UNITS

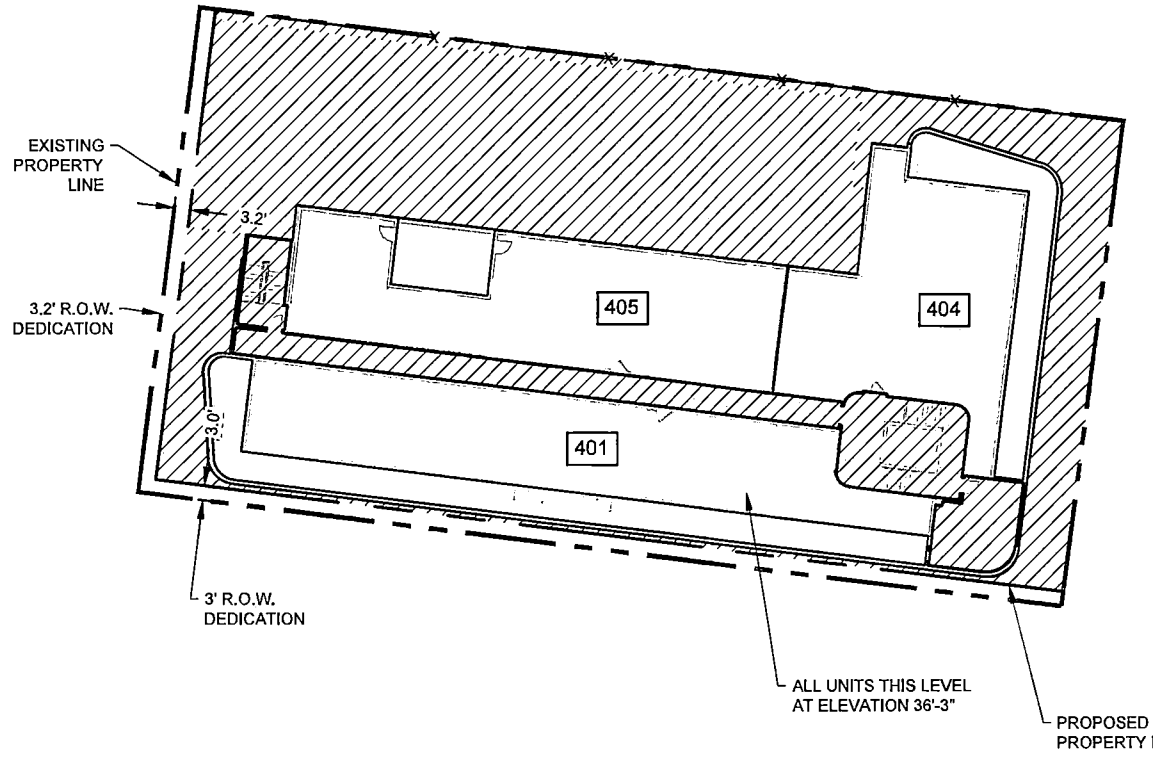
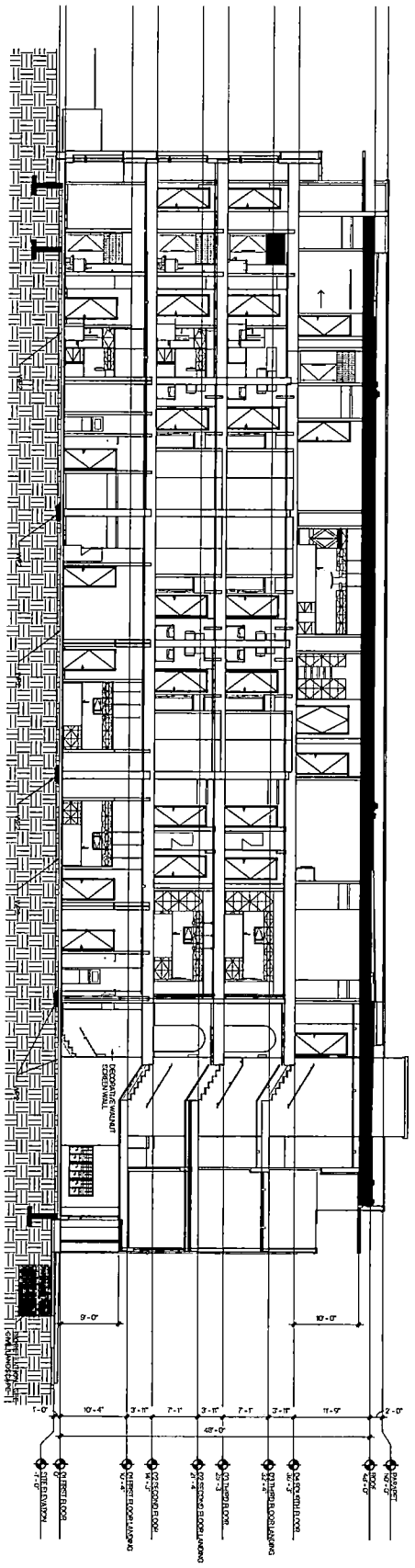


EXHIBIT B, PAGE 4 OF 5

PILLOW & MERRITT CONDOMINIUMS
PILLOW STREET AND MERRITT AVENUE

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EXHIBIT B, PAGE 5 OF 5

PILLOW & MERRITT CONDOMINIUMS
PILLOW STREET AND MERRITT AVENUE

EXHIBIT C

BYLAWS

[see attachment]

BYLAWS
OF
MASLOW CONDOMINIUM ASSOCIATION, INC.

These are the Bylaws of MASLOW CONDOMINIUM ASSOCIATION, INC., a Tennessee nonprofit corporation (the "Association"). The Association has been organized for the purpose of serving as the property owners association for the residential condominium development known as Maslow (the "Condominium") in accordance with the Declaration for Maslow dated November 4, 2022 and filed of record in the Register's Office for Davidson County, Tennessee (as the same may be modified, amended or restated, the "Declaration"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

ARTICLE I.
DEFINITIONS

The capitalized terms not otherwise defined in the Declaration or in these Bylaws shall have the meanings set forth in the Tennessee Condominium Act of 2008, Tennessee Code Annotated §§ 66-27-201 through 603 (the "Act"). Additionally, the following terms when used herein shall have the meanings set forth below:

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

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

(c) "Condominium Maintenance Manual" means that compilation of maintenance instructions, guidelines, and related documents that will be compiled by the Declarant and provided to the Association (as defined herein) upon completion of construction of the buildings and other improvements to be constructed on the Property.

ARTICLE II.
ASSOCIATION

Section 1. Purpose. The Condominium shall be administered by the Association. The Association shall be responsible for the management, maintenance, operation and administration of all of the Condominium, including the Common Elements and Limited Common Elements, in accordance with the Act, the Declaration, these Bylaws, and the

Charter of the Association (the "Charter"). Unit Owners and all persons using, entering upon or acquiring any interest in any Unit shall be subject to the provisions of such documents.

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

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

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

Section 5. Regular Meetings. The first regular annual meeting of Members (the "First Meeting"), subject to the terms hereof, shall be held on any day, at the option of the Board (as defined in Art. III, Sec. 1 hereof); provided that the First Meeting shall be held no later than the earlier of the following events: (a) four (4) months after all the Units within the Property have been sold by the Declarant, or (b) three (3) years following conveyance

of the first Unit within the Property by the Declarant. Subsequent to the First Meeting, there shall be a regular Annual Meeting of Members as close as practicable to the anniversary of the First Meeting ("Annual Meeting"). All such meetings of Members shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be sent to all Members at least ten (10) days prior to the date of such meeting.

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

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

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

Section 9. Voting.

(a) Members shall be entitled to one (1) vote for each Unit in which they hold the interest required herein. When more than one (1) person holds such interest in any Unit, the vote for such Unit shall be exercised as those persons themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one (1) person seeks to exercise it. In the absence of written instruction to the contrary, with respect to any Unit held jointly by two (2) individuals, either may exercise the voting right for that Unit.

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

Assessment, but the Assessment must be paid during the pendency of the protest to the Board.

(c) Voting by proxy is allowed.

Section 10. Quorum. A Quorum is defined as twenty percent (20%) of the Units in the Association ("Quorum"). When a Quorum is present at any meeting of the Association, the vote of more than fifty percent (50%) of those Units present, in person or by proxy, at such meeting shall decide any question brought before such meeting, unless the question is one upon which a different vote is required by express provision of the Act, the Declaration, or these Bylaws, in which case such express provision shall govern. The Unit Owners present in person or by proxy at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough Unit Owners to leave less than a Quorum.

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

Section 12. Dissolution. The Association may be dissolved with the assent given in writing and signed by not less than eighty percent (80%) of the Members, regardless of the class of membership. Upon the dissolution of the Association, other than incident to a merger or consolidation, the Board shall, after paying or making provision for the payment of all of the liabilities of the corporation, distribute all remaining assets to the successor entity which serves as the Association under the Declaration. If there is not a successor entity which serves as the Association, the remaining assets shall not be distributed to any private shareholder or individual but should be distributed in a manner consistent with Section 528 of the Internal Revenue Code of 1986, as amended.

ARTICLE III.
BOARD OF DIRECTORS

Section 1. Number, Election and Term of Office. The Association shall be governed by a Board of Directors (referred to as the "Board of Directors" or the "Board") composed of three (3) individuals (the "Directors" and each a "Director") appointed or elected as provided in these Bylaws.

Prior to the First Meeting, the Board shall be an interim board composed of individuals appointed by the Declarant (the "Interim Board") until the first meeting of the

Members. The Interim Board may have less than three (3) individuals. The Interim Board shall have and shall exercise all powers and obligations given to the Board by these Bylaws. At the First Meeting and at each annual meeting thereafter, Directors shall be appointed or elected as follows:

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

(b) The remaining Directors, including those seats, if any, as to which the Declarant may decide not to exercise its appointment right, shall be elected by majority vote of the Members to serve a three (3)-year term, pursuant to Art. II, Sec. 9 of these Bylaws. Directors elected by the Members are required to be Members.

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

(d) At the first Annual Meeting which occurs after the termination of the Declarant Control Period, the Unit Owners shall elect a Board of at least three (3) Members (the "First Board"). The Directors of the First Board shall take office upon election, provided that one (1) Member of the First Board shall hold office until the second (2nd) Annual Meeting occurring after termination of the Declarant Control Period, one (1) Member of the First Board shall hold office until the third (3rd) Annual Meeting occurring after termination of the Declarant Control Period, and the final Member of the First Board shall hold office until the fourth (4th) Annual Meeting occurring after termination of the Declarant Control Period. Beginning at the second (2nd) Annual Meeting occurring after termination of the Declarant Control Period and at each Annual Meeting thereafter, the vacant seat on the Board will be filled by a Member serving a three (3)-year term such that, barring a vacancy which shall be governed by Art. II, Sec. 9 below, the term of each Director on the Board shall be staggered with only one (1) seat on the Board up for election at each Annual Meeting.

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

Section 2. Qualification. Except for members of the Interim Board and any Directors appointed by Declarant, each Director shall be a Member. If a Unit Owner is a trust, a Director may be a beneficiary of such trust, and if a Unit Owner or such beneficiary is a corporation or partnership, a Director may be an officer, member, manager, or partner

of such Unit Owner or beneficiary, as such officer, member, manager, or partner is named in a certificate executed by such entity pursuant to its governing documents in accordance with Art. II, Sec. 3 above. If a Director shall cease to be a Member during that Director's term, he or she shall thereupon cease to be a Director and such place on the Board shall be deemed vacant.

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

Section 4. Meetings. A regular Annual Meeting of the Board shall be held not less than ten (10) days following the regular Annual Meeting of Members. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each Director, delivered to each Member by hand delivery, overnight courier, facsimile transmission, e-mail, or other form of wire or wireless communication or is sent by U.S. Mail, postage prepaid, to the Member's Unit. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his or her waiver of notice of said meeting.

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

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

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

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

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

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

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

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

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

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

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

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

(i) to make architectural and other decisions as provided in the Declaration;

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

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

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

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

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

ARTICLE IV.
OFFICERS

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

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

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

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

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

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

Section 4. Removal. Any Officer may be removed from office by majority vote of the Directors at a special meeting thereof.

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

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

ARTICLE V.
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

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

Section 1. Operation and Maintenance of Common Elements. To operate, maintain, and otherwise manage or provide for the operation, maintenance, and

management of the Common Elements, together with all easements for operation and maintenance purposes and for the benefit of the Association or its Members over and within the Common Elements, Limited Common Elements, and/or the Units; to keep all improvements, if any, of whatever purpose from time to time located on the Common Elements or Limited Common Elements in good order, condition, and repair. Said maintenance shall include, but not be limited to, the maintenance obligations set forth in Art. VI, Sec. 1 below. Further, the Association shall retain a qualified independent inspection service to perform periodic inspections of the Common Elements and Limited Common Elements, and shall require the inspection service to provide a written report of its findings and recommended maintenance to the Association as outlined in the Condominium Maintenance Manual.

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

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

Section 4. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property and shall have the power to borrow money, mortgage, pledge, encumber, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within Davidson County conveyed to it by the Declarant as permitted herein.

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

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

ARTICLE VI.
EXPENSES AND ASSESSMENTS

Section 1. Common Expenses. All expenses paid and incurred by the Association attributable to Common Elements shall be deemed a "Common Expense". Common Expenses shall be assessed against Units in accordance with the provisions of Section 6.02 and Article VIII of the Declaration. Also included as part of the Common Expenses are any expenses related to trash, irrigation, landscaping, snow removal, or any other expense, as so determined by the Board, that benefits the Units and which the Board decides to make part of the annual budget.

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

Section 3. Assessment Obligation.

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

(b) Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The manner of payment fixed by the Board may include, without limitation, acceleration of the Assessment levied on a particular Unit on account of delinquent payment of such Assessment. Unless the Board otherwise provides, General Assessments shall be paid annually, and all other Assessments shall be paid as set forth in the Bylaws or as stipulated by the Board.

ARTICLE VII.
BUDGETING AND REPORTING

Section 1. Annual Budget. The Board shall cause to be prepared an annual budget, a copy of which shall be furnished to each Member at least thirty (30) days before the beginning of the fiscal year. Such budget shall include both an Operating Budget and a Capital Budget (both terms as defined below).

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

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

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

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

Section 6. Computation of General Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, to prepare a budget covering the estimated costs of operating the Association during the coming fiscal year (the "Operating Budget"). The Operating Budget may include a capital contribution to establish a reserve fund in accordance with a separately prepared capital budget which may take into account the number and nature of replaceable assets comprising the Common Elements, the expected life of each asset, and the expected repair or replacement cost for the coming fiscal year (the "Capital Budget"). The Board shall set General Assessments based on the Operating Budget and the Capital Budget. The Board shall cause a copy of the Operating Budget, and the amount of each General Assessment to be levied against each Unit for the following fiscal year, to be delivered to each Unit Owner at least ten (10) days prior to each annual meeting. The Operating Budget, together with the Capital Budget and the General Assessments (collectively, the "Budget"), shall become

effective unless disapproved at the meeting by a majority vote of the total Association membership.

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

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

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

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

ARTICLE VIII.
INSURANCE

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

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

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

(a) Hazard Insurance.

(i) Hazard Insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Directors may determine provides equal or greater protection for the Unit Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 3 of this Article. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of the Common Elements, including fixtures and building service equipment and common personal property and supplies belonging to the Association, and the Units. Such insurance shall also cover fixtures (including, without limitation, equipment and other affixed personal property inside a Unit). Such hazard insurance shall insure against all risks of direct physical loss commonly insured against. If such hazard insurance becomes unavailable in the future, the Association shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this Section shall be equal to the full insurable replacement value of the insured property, without deduction for depreciation (i.e., one hundred percent 100%) of current "replacement cost" exclusive of land, foundations, excavation and other items normally excluded from coverages, but including all building service equipment, with such endorsements and other terms as may be required by FNMA, FHA, FHLMC, VA or other Mortgagee from time to time. Notwithstanding the foregoing, in no event shall the aggregate amount of the insurance obtained be less than the amount of the initial principal sum of all Mortgages securing Mortgagees in effect from time to time.

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

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

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

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

(iii) Such hazard insurance policy may, at the option of the Directors contain a "deductible" provision in an amount to be determined by the Association but not to exceed Twenty-Five Thousand Dollars ($25,000.00). The foregoing dollar amount shall be adjusted on each five (5) year anniversary hereof to become such sum of money as shall then be equivalent to the present purchasing price of such dollar amount.

(b) Comprehensive General Liability Insurance.

(i) Comprehensive General Liability Insurance policies, complying with the requirements of Section 3 of this Article, insuring the Unit Owners, in their capacity as Unit Owners and Association Members and any managing agent retained by the Association, against any liability to the public or to other Unit Owners, their tenants or invitees, relating in any way to the ownership, operation, maintenance and/or use of the Common Elements and any part thereof, the public ways of the Condominium, any other areas under the Association's supervision and commercial spaces owned or leased by the Association whether or not leased to some third party.

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

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

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

(c) Fidelity Bonds.

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

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

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

(iv) Such fidelity bond or insurance shall also:

(A) name the Association as the obligee or insured;

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

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

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

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

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

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

(g) Special Assessments. In the event of a claim by the Association under any of the policies it is required to carry hereunder which claim resulted from the gross negligence or intentional misconduct of one or more Unit Owners, such Unit Owners shall be responsible for the amount of the deductible then applicable to such policy which amount shall be assessed against such Unit Owners as a special assessment

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

(a) All policies shall be written with a company licensed to do business in the State of Tennessee, with a rating satisfying current standards of FNMA, FHA, or FHLMC.

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

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

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

(ii) Such policies cannot be cancelled, invalidated or suspended by means of the conduct of any one or more Unit Owners, all defenses based upon co-insurance or acts of the insured being waived by the insurer, and in no event may cancellation, material modification, invalidation or suspension for any reason be effected without at least thirty (30) days prior

written notice to the Association, any Insurance Trustee, each Unit Owner and all Mortgagees;

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

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

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

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

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

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

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

(x) Any Insurance Trust Agreement will be recognized.

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

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

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

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

(d) Upon request by the Board, each Unit Owner shall furnish to the Association a copy of all insurance policies required to be maintained by Unit Owners pursuant to this Article. In the event that any Unit

Owner fails to obtain insurance or provide copies to the Board of such required policies within thirty (30) days after the Board's request, the Association may purchase such insurance on behalf of the Unit Owner and assess the cost thereof to Unit Owner.

ARTICLE IX.
RECONSTRUCTION OR REPAIR

Section 1. Repair or Replacement. Any portion of the Property that is damaged or destroyed or condemned shall be repaired or replaced promptly in accordance with Section 6.08 of the Declaration. Notwithstanding the foregoing, before the Association or the Board takes any action to correct or makes and claim related to a defect discovered in the design or construction of the Project, including the Common Elements, Limited Common Elements and Units within such Project, the Board shall notify both Hastings Architecture, LLC (225 Polk Avenue, Suite 100, Nashville, TN 37203) and City Construction, LLC (156 Green Street, Nashville, TN 37210) in writing of such defect and provide such parties no less than thirty (30) days after the date of such notice to commence actions to investigate, and, if appropriate, cure such defect.

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

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

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

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

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

ARTICLE X.
CONDEMNATION

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

Section 2. Units. In the event of any taking of any Unit in the Condominium by eminent domain, the Unit Owner and the Mortgagee of such Unit shall be entitled to receive the award for such taking attributable to the Unit Owner's proportionate share of the loss or reduction in the fee simple estate of the Unit and allocated interest in the Common Elements. After acceptance thereof the Unit Owner and such Unit Owner's Mortgagee shall be divested of all interests in the Condominium if such Unit Owner shall vacate the Unit by virtue of such taking. If any repair or rebuilding of the remaining portions of the Condominium is required as a result of such taking, the Association shall repair or rebuild such portions in accordance with Section 6.08 of the Declaration. The remaining portion of the Condominium shall be resurveyed and the Declaration shall be amended to reflect such taking and to proportionately readjust the percentage of ownership of the remaining Unit Owners based upon a continuing total ownership of the Condominium of one hundred percent (100%).

ARTICLE XI.

INDEMNIFICATION

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

ARTICLE XII.
AMENDMENT OF BYLAWS

The Bylaws of the Association may be amended or repealed, and additional Bylaws may be adopted by two-thirds (2/3) vote of all members of the Board of Directors.



Alex Sherling, President

Date: November 4, 2022

EXHIBIT D

ALLOCATED INTERESTS

Unit Number	Percentage Interest in Common Elements and Liability for Common Expenses	Votes	Parking Spaces*
101	4.51%	1	1
102	3.28%	1	n/a
103	2.85%	1	n/a
105	3.04%	1	n/a
106	2.82%	1	n/a
201	3.05%	1	n/a
202	1.79%	1	n/a
203	1.79%	1	n/a
204	1.79%	1	n/a
205	4.12%	1	1
208	5.84%	1	1
209	2.65%	1	n/a
210	1.79%	1	n/a
211	1.79%	1	n/a
212	1.79%	1	n/a
213	1.79%	1	n/a
214	1.79%	1	n/a
301	3.05%	1	n/a
302	1.79%	1	n/a
303	1.79%	1	n/a
304	1.79%	1	n/a
305	4.15%	1	1
308	5.87%	1	1
309	2.65%	1	n/a
310	1.79%	1	n/a
311	1.79%	1	n/a
312	1.79%	1	n/a
313	1.79%	1	n/a
314	1.79%	1	n/a
401	8.63%	1	1
404	6.79%	1	1
405	8.06%	1	1
	100%	**32**	**8**

*Note: Eight (8) parking spaces have been allocated as Limited Common Elements pursuant to Section 5.02(c) of this Declaration. All other parking spaces are Common Elements and will be allocated pursuant to Rules and Regulations adopted by the Association.