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DECLARATION ESTABLISHING 4023 TRAVIS DRIVE COMMERCIAL CONDOMINIUMS AND SUBMITTING 4023 TRAVIS DRIVE COMMERCIAL CONDOMINIUMS TO THE TENNESSEE CONDOMINIUM ACT OF 2008

THIS DECLARATION ESTABLISHING 4023 TRAVIS DRIVE COMMERCIAL CONDOMINIUMS AND SUBMITTING 4023 TRAVIS DRIVE COMMERCIAL CONDOMINIUMS TO THE TENNESSEE CONDOMINIUM ACT OF 2008 (this "Declaration") is made and executed this 9th day of June, 2023, by **ATS NASHVILLE INVESTMENTS, LLC**, an Indiana limited liability company (the "Developer"), pursuant to the provisions of the Tennessee Condominium Act of 2008, Tenn. Code § 66-27-201, *et seq* (the "Act"), as such may be amended from time to time, for that certain commercial condominium development in the City of Nashville, Davidson County, Tennessee, commonly known as **4023 TRAVIS DRIVE COMMERCIAL CONDOMINIUMS** ("4023 Travis Commercial Condominiums").

WITNESSETH:

WHEREAS, the Developer is the fee simple owner of that certain real property, comprising 1 25 acres +/- more or less, situate and being in the City of Nashville, Davidson County, State of Tennessee (the "Land"), more particularly shown on that certain plat (the "Plat") of record in the Register's Office of Davidson County, Tennessee (the "Register's Office"), as Instrument No 20190205-0010793, a copy of which is attached hereto and made a part hereof as **EXHIBIT "A"**, and municipally known as: 4023 Travis Road; Nashville, Tennessee 37211; and

WHEREAS, the Land comprising and being 4023 Travis Drive Commercial Condominiums is more particularly described on **EXHIBIT "B"**, attached hereto and made a part hereof; and

WHEREAS, the Developer was conveyed the Land as evidenced by that certain warranty deed, dated May 14, 2019, recorded in the Register's Office as Instrument No. 20190530-0051309, and

WHEREAS, the Developer will develop the Land into a commercial condominium development, with related facilities, known as 4023 Travis Commercial Condominiums, and

WHEREAS, 4023 Travis Commercial Condominiums shall be governed and administered pursuant to the terms and provisions of the Act, with the exception of Part 5 of the Act as specifically provided in Tenn Code § 66-27-501, and this Declaration; and

NOW, THEREFORE, the Developer hereby declares that all of the Land is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in the furtherance of the plan for the improvement of the Land and a division thereof into Units, and shall be deemed to run with the Land and shall be a burden and a benefit to the Developer, its successors and assigns, and any person acquiring or owning an interest in the Land and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE I
DEFINITIONS

The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

"4023 Travis Commercial Condominiums" means the Land, Improvements, and other property described in Article III hereof, subject to the limitations thereof and exclusions therefrom.

"Act" means the Tennessee Condominium Act of 2008, Tenn. Code § 66-27-201, *et seq.*, as such may be amended from time to time.

"Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

"Association" means 4023 Travis Commercial Condominiums Owners Association, Inc., a Tennessee non-profit corporation, the sole entity responsible for the operation and governance of 4023 Travis Commercial Condominiums.

"Association Property" means the property, real and personal, in which title or ownership is vested in the Association, or which is dedicated on a recorded plat or leased to the Association for the use and benefit of its members.

"Board of Directors" or **"Board"** means the Board of Directors of the Association.

"Building" means the structure(s) in which the Units and the Common Elements are located, regardless of the number of such structures, which are located on 4023 Travis Commercial Condominiums.

"Bylaws" mean the Bylaws of the Association, as amended from time to time, which are attached hereto as **EXHIBIT "F"**.

"Common Elements" mean and include:

(a) The portions of 4023 Travis Commercial Condominiums not included within the Units, including but not limited to: the slab, common restrooms; entry and storage areas; the loading dock (the "Loading Dock"); the roof; the exterior siding of the Buildings; any private drives or parking areas in the Development that are not a Limited Common Element, and any dumpster owned, leased, or otherwise used by the Association

(b) Easements through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility and other services to Units and the Common Elements.

(c) An easement of support in every portion of a Unit which contributes to the support of a Building.

(d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

(e) Any other parts of 4023 Travis Commercial Condominiums designated as Common Elements in this Declaration.

(f) The Land.

"Common Expenses" mean all expenses incurred by the Association for 4023 Travis Commercial Condominiums and charges assessed or imposed against Units in 4023 Travis Commercial Condominiums by the Association, as authorized by the Act. For all purposes of this Declaration, "Common Expenses" shall also include all reserves established by the Association, regardless of when reserve funds are expended.

"Common Surplus" means the amount of all receipts or revenues of the Association (including Assessments, rents, or profits collected by the Association) which exceeds Common Expenses). Unless and until the condominium regime created by this Declaration is terminated, the Common Surplus will be retained, managed, and expended in the sole discretion of the Board of Directors.

"County" means Davidson County, Tennessee

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

"Developer" means ATS Nashville Investments, LLC, an Indiana limited liability company, its successors and such of its assigns.

"**Development**" means the 4023 Travis Commercial Condominiums development and is synonymous with the term "4023 Travis Commercial Condominiums" as defined below.

"Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on 4023 Travis Commercial Condominiums, including, but not limited to, the Building.

"Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.

"Land" shall mean the Land shown on **EXHIBIT "A"** and described on **EXHIBIT "B"**, attached hereto and made a part hereof.

"Limited Common Elements" mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of all other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided Anything in this Declaration to the contrary notwithstanding the parking lot adjacent to a

Unit shall be a Limited Common Element appurtenant to such Unit, with the maintenance, repair, and replacement of such parking lot being the sole responsibility of the Owner of the Unit to which such parking lot is appurtenant

"Member" shall mean and refer to all those Owners who are members of the Association.

"Stormwater Declaration" shall mean that certain Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, dated September 11, 2018, recorded in the Register's Office as Instrument No. 20180920-0093426. The Association shall be responsible for any and all responsibilities of the "Declarant", as such term is defined, under the Stormwater Declaration, as more particularly provided herein.

"Unit" means a part of 4023 Travis Commercial Condominiums which is subject to exclusive ownership.

"Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of legal title to a Unit, being a Unit together with an undivided share in the Common Elements and any appurtenant Limited Common Elements.

ARTICLE II
NARRATIVE DESCRIPTION OF THE DEVELOPMENT

Section 2.01. Narrative Description of 4023 Travis Commercial Condominiums. 4023 Travis Commercial Condominiums is a commercial condominium development of approximately one and twenty-five hundredths (1.25) of an acre situated in the City of Nashville, Davidson County, Tennessee, that is anticipated to comprise of two (2) total commercial Units The Units will be constructed in one (1) building. The owner of each Unit in 4023 Travis Commercial Condominiums shall be a Member of the Association and shall pay Assessments as more particularly provided in this Declaration. 4023 Travis Commercial Condominiums shall be served a common ingress/egress drive for the Units onto Travis Drive, a public right-of-way, to be maintained by the Association. In addition, the Units in the Development are serviced by a common, shared parking lot, which is a Common Elements. Located behind the improvements constructed on the Land is a biorention pond, which is a Common Element. The Property is also subject to a Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, dated September 11, 2018, recorded in the Register's Office as Instrument No. 20180920-0093426 (the "Stormwater Declaration"). The Association shall be responsible for any and all responsibilities of the "Declarant", as such term is defined, under the Stormwater Declaration, as more particularly provided herein. The Association shall be responsible for the maintenance, repair, and replacement of the Common Elements in the Development The intent of this narrative description is solely to provide information regarding the initial intent of the Developer regarding the 4023 Travis Commercial Condominiums development In no event shall this Article supersede any other provision of this Declaration in the event of any conflict or inconsistency between this provision and any others in this Declaration. This Article is solely intended for descriptive purposes.

ARTICLE III
LAND SUBMITTED BY DEVELOPER TO THE CONDOMINIUM REGIME – PROPERTY RIGHTS

Section 3.01. The Land. The Developer is the fee simple owner of the Land shown on **EXHIBIT "A"** and described on **EXHIBIT "B"**.

Section 3.02. Declaration of the Developer. The Developer does hereby declare its intention to establish 4023 Travis Commercial Condominiums on the Land and does hereby submit the Land together with the Building, the Improvements, and structures thereon, and all easements, rights, and appurtenances belonging thereto to a condominium regime as authorized by the Act, and which shall continue as such forever unless terminated in the manner hereinafter provided.

Section 3.03. Name of 4023 Travis Commercial Condominiums. The name by which this Development is to be identified is 4023 Travis Commercial Condominiums ("4023 Travis Commercial Condominiums")

Section 3.04. Ownership of Units. Each Unit shall be held by a Unit Owner(s) in fee simple. Each Unit may be individually transferred, conveyed, and encumbered, and may be the subject of ownership, possession, mortgage, or sale and all other types of judicial acts *inter vivos* or *mortis causa*, as if it were solely and entirely independent of the other Units in 4023 Travis Commercial Condominiums, and the corresponding titles and interest shall be recordable.

Section 3.05. Exclusive Ownership An Owner of a Unit shall have an exclusive ownership of his Unit and any related Limited Common Elements, and shall have a common right to share with other Owners in the Common Elements of 4023 Travis Commercial Condominiums as same shall be herein defined and described. Each Unit Owner may use the Common Elements in accordance with the purposes for which they are intended, subject to such reasonable rules and regulations as may be promulgated by the Association.

ARTICLE IV
DESCRIPTION OF UNITS

Section 4.01. Survey and Plans Attached hereto and made a part hereof as **EXHIBIT "C"**, is a survey of the Property showing the location of the Improvements on the Property. Attached hereto and made a part hereof as **EXHIBIT "D"** is a graphic description and plans of the Improvements constituting 4023 Travis Commercial Condominiums identifying the Units and Common Elements and their ultimate locations and approximate dimensions Each Unit is identified by a specific numerical designation on **EXHIBIT "D"**. There may be some minor variations between the final Improvements shown on **EXHIBIT "A"**, **EXHIBIT "B"**, **EXHIBIT "C"**, and **EXHIBIT "D"**, and those actually constructed. However, any such variations shall not alter or impact the descriptions of the Units shown thereon.

Section 4.02. Description of the Building and Units. 4023 Travis Commercial Condominiums shall include one (1) Building, containing no more than two (2) commercial Units. The individual Units of 4023 Travis Commercial Condominiums shall be as depicted in **EXHIBIT "D"**.

Section 4.03. Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(i) Upper Boundaries The horizontal plane of the unfinished lower surface of the ceiling

(ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit

(b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries

(c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, the boundaries of the Unit extend to the exterior surface of all windows and extend to the exterior surface of sliding glass doors and unfinished exterior surfaces of exterior doors The framework for windows and glass doors and sliding doors shall be included in the boundaries of the Unit. Anything in this Master Deed to the contrary notwithstanding, the glass in any window is part of a Unit The framework of such window (being the sash, frame, etc.) shall be part of a Unit.

(d) Utility Equipment and Conduits. The Units shall include all plumbing and electrical lines, equipment and fixtures located within the boundaries of the Unit, as described above, together with plumbing and electrical and other utility lines within the Common Elements which solely serve each individual Unit only The Unit shall not include electrical and plumbing lines, conduits, equipment, fixtures, pipes, wires, air passageways, ducts, or other utility lines running through or adjacent to the Unit which are utilized for or serve another Unit or the Common Elements, which items shall be made a part of the Common Elements

(e) Air Conditioning/Heating Any air conditioning/heating equipment which services only a single Unit shall be considered part of said Unit and not a Common Element, wherever located.

(f) Appliances The Unit Owner shall own any electric doorbells/knockers, hot water heaters, refrigerators, dishwashers, and other appliances which are located within the boundaries of the Unit or the Limited Common Elements appurtenant to such Unit

(g) Fixtures: The Unit Owner shall own all interior fixtures which shall serve the Unit exclusively, including without limitation, all plumbing fixtures, security systems, utility and electrical fixtures, and cabinets.

(h) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as **EXHIBIT "D"** hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 4 03(c) above shall control unless specifically depicted otherwise on such survey

Section 4.04. Common Elements. The following facilities will be constructed within 4023 Travis Commercial Condominiums for the exclusive use of Unit Owners and their family members, guests, tenants, and invitees.

(a) The Common Elements include, but are not limited to: the roof, roof ladders, exterior walls, slab, boundary fences, common garbage facilities, courtyard and lawns, any and all fire suppression equipment or sprinkler systems, wherever located in the Development, ingress/egress features to Travis Drive, common parking lots and drive aisles, bioretention pond; landscaping walls; monument signs, common restrooms, entry and storage area, the loading dock; and gates, as such may exist or be shown on any final plat of 4023 Travis Commercial Condominiums of record in the Register's Office The Common Elements are for the use and benefit of all Unit Owners.

(b) Intentionally Deleted

(c) Any and all responsibilities of the Declarant under the Stormwater Declaration, as such term is defined there, shall be the responsibility of the Association with the costs and expenses thereof being part of the Common Expenses of the Association.

Section 4.05. Easements. The following easements are hereby created.

(a) Support Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(b) Utility and Other Services, Drainage. Easements are reserved under, through and over 4023 Travis Commercial Condominiums as may be required from time to time for utility, satellite or cable television, communications and security systems, and other services and drainage in order to serve the Units A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, satellite or cable television, internet, communications and security systems, or other service or drainage facilities or the use of these easements The Board of Directors of the Association or its designee shall have a right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, satellite or cable television, communications and similar systems, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in 4023 Travis Commercial Condominiums, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

(c) Encroachments If **(a)** any portion of the Common Elements encroaches upon any Unit, **(b)** any Unit encroaches upon any other Unit or upon any portion of the Common Elements, or **(c)** any encroachment shall hereafter occur as a result of (i) construction of the Improvements, (ii) settling or shifting of the Improvements, (iii) any alteration or repair to the Common Elements made by or with the consent of the Association, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.

(d) Ingress and Egress. There shall be a non-exclusive easement in favor of each Unit Owner, their guests and invitees, for pedestrian or vehicular traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Unit. Any such lien encumbering such easements automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

(e) Intentionally Deleted.

(f) Association. The Association shall have an easement of access over, under, and through 4023 Travis Commercial Condominiums for the purpose of performing its lawful functions pursuant to this Declaration, including, without limitation, the maintenance, repair, and replacement of Improvements, including, without limitation, parking areas, utility lines and equipment, driveways, landscaped areas, and any privacy wall/fence located along the boundary of 4023 Travis Commercial Condominiums.

(g) Additional Easements The Association, by and through the Board of Directors on behalf of all Unit Owners, shall have the right to grant such additional general and specific electric, gas or other utility, satellite or cable television, security systems, communications, service or other easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of 4023 Travis Commercial Condominiums and to grant access easements or relocate any existing access easements in any portion of 4023 Travis Commercial Condominiums as the Board shall deem necessary or desirable, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

(h) Cluster Box Units (CBUs). Upon the Common Elements the Association shall maintain, repair, and replace any all such cluster box units ("CBUs") as may be installed by the Developer in accordance with applicable U S Postal Service regulations to be used for the distribution of mail by the U S Postal Service to the Unit Owners Except as provided herein, the CBUs shall be maintained, repaired, and replaced by the Association in accordance with any relevant and applicable governmental statutes, rules, and/or ordinances issued by the U S Postal Service, the Postmaster General, or any other applicable governmental authority, as such may be amended from time to time. While the Association will maintain, repair, and replace the CBUs, the keys for the box allocated to each Unit shall be the personal property of Owner of such Unit Each Unit Owner shall be solely responsible for the key to their respective box and the maintenance, repair, and replacement of the lock (and any necessary rekeying thereof) of such box The Association, by and through its Board, may promulgate reasonable Rules and Regulations regarding the use of the CBUs

(i) The Loading Dock The East Warehouse Unit Owner (being Unit #1) grants for the benefit of the West Warehouse Unit Owner (being Unit #2) and its tenants, guests, and invitees, a non-exclusive, perpetual easement running with the Land for the purposes of pedestrian and loading vehicle ingress and egress over that portion of the East Warehouse Unit described as "15' Loading Dock Access" (the "Dock Access Easement"), which is shown on page 2 of Exhibit D. The Dock Access Easement shall be subject to the other reasonable rules as may be imposed by the Association from time to time in accordance with and subject to the provisions of this Declaration

ARTICLE V
RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, 4023

Travis Commercial Condominiums, or any part thereof, shall lie, except as provided herein with respect to termination of 4023 Travis Commercial Condominiums

ARTICLE VI
OWNERSHIP OF COMMON ELEMENTS AND SHARE OF COMMON EXPENSES; VOTING

Section 6.01. Percentage Ownership and Shares. The ownership of the Common Elements and Common Surplus (as such terms are defined herein), and the responsibility for the Common Expenses for 4023 Travis Commercial Condominiums, have been allocated among the Units of 4023 Travis Commercial Condominiums, as set forth in the schedule attached hereto as **EXHIBIT "D"** The formula used to determine each Unit's respective *pro rata* ownership interest in the Common Elements and Common Surplus is based upon the total square footage of such Unit divided by the total square footage of all Units at 4023 Travis Commercial Condominiums multiplied by one hundred (100)

Section 6.02. Membership and Voting Rights Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to one (1) vote, with Association matters being determined as more particularly provided in the Bylaws

ARTICLE VII
AMENDMENTS

Section 7.01. Amendments Except as elsewhere provided herein, amendments to this Declaration may be effected as follows

Section 7.02. By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed by a majority of the Board of Directors of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting, however, such approval may **not** be used for purposes of creating a quorum Unless otherwise provided in this Declaration, no amendment proposed by the Association shall be effective unless it receives an affirmative vote of all Unit Owners at 4023 Travis Commercial Condominiums Notwithstanding anything to the contrary contained herein, the Association reserves the right to amend this Declaration and the Exhibits annexed hereto so as to make any necessary ministerial changes or to correct any typographical errors or omissions not materially and adversely affecting the rights of Unit Owners. Amendments enacted to make ministerial changes or to correct errors or omissions may be approved by a majority of the Board of Directors of the Association. Records of all votes authorizing an amendment to this Declaration shall be kept with the minutes of the Board of Directors

Section 7.03. Proviso. No amendment shall change the configuration or size of any Unit in any material fashion, materially alter, or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner(s) of the affected Unit(s), and all record owners of liens on the affected Unit(s), shall join in the execution of the amendment and same is also approved by a majority of the votes of the Association Neither shall an amendment of this Declaration make any change to Article XIII of this Declaration, entitled "Insurance," or to Article XIV of this Declaration, entitled "Reconstruction or Repair After Fire or Other Casualty," or to Article XIX of this Declaration entitled "Termination of 4023 Travis Commercial Condominiums" which materially affect mortgagees unless said mortgagees join in the execution of the amendment. In no event shall the consent or joinder of mortgagees be required unless the amendment materially affects the rights or interest of the mortgagees or is otherwise required by the Federal

National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such consent or joinder may not be unreasonably withheld

Section 7.04. Execution and Recording. In order to be effective an amendment must be **(i)** executed by the President of the Association and **(ii)** recorded in the Register's Office.

ARTICLE VIII
MAINTENANCE AND REPAIRS

Section 8.01. Units and Limited Common Elements All maintenance, repairs, and replacements of, in or to any Unit and the Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair, and replacement of screens, overhead doors, window screens, the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), entrance walkways, driveways, heating and air conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or other property belonging to the Unit Owner shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein

Specifically, Unit Owners shall be responsible to clean the interior and exterior of all windows and the exterior of all windows that can be accessed from the interior of the Unit The Association shall clean the exterior surfaces when deemed necessary by the Board of Directors of the Association

Section 8.02. Common Elements Except to the extent **(i)** expressly provided to the contrary herein, or **(ii)** that proceeds of insurance are made available therefor, all maintenance, repairs, and replacements in or to the Common Elements or those Limited Common Elements deemed Common Elements for the purpose of maintenance and repair (other than certain Limited Common Elements as provided in Section 8.01) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense The Association shall be responsible for the operation and maintenance of the Improvements, facilities, and systems utilized in connection with the storm and surface water collection, retention, detention, drainage, and disposal services for 4023 Travis Commercial Condominiums.

Section 8.03. Specific Unit Owner Responsibility. The obligation to maintain and repair any air conditioning equipment, plumbing or electrical fixtures or other items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owner(s), individually, and not the Association

ARTICLE IX
ADDITIONS, ALTERATION OR IMPROVEMENTS BY THE ASSOCIATION

Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations, or Improvements (as distinguished from the maintenance, repairs, and replacements of existing Common Elements which are expressly not subject to the provisions of this Article) costing in excess of fifteen percent (15%) of the Association's annual budget in the aggregate in any calendar year, the Association may proceed with such additions, alterations, or Improvements only if the making of such additions, alterations, or Improvements shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations, or Improvements to such Common Elements, or any part thereof, costing in the aggregate less than fifteen percent (15%) of the Association's annual budget in a calendar year may be made by the Board of Directors

without approval of the Unit Owners The cost and expense of any such additions, alterations, or Improvements to such Common Elements shall be as an Assessment of the Unit Owners as provided herein. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

ARTICLE X
ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY A UNIT OWNER

Section 10.01. Consent No Unit Owner shall make any addition, alteration, or Improvement in or to their Unit which has a material impact on the other Unit without the prior written consent of the other Unit Owner. No Unit Owner shall make any addition, alteration, or Improvement in or to the Common Elements, or any Limited Common Element without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration, or Improvement in such Limited Common Elements within thirty (30) days after such request and all additional required information requested is received (the Board shall authorize certain rules and regulations which will specify the information required to consider any such Improvement), and the failure to do so within the stipulated time shall constitute the Board's consent The proposed additions, alterations, and Improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection, or otherwise. A Unit Owner making or causing to be made any such additions, alterations, or Improvements agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors, and assigns, as appropriate, to hold the Association, and all other Unit Owners harmless from and to indemnify them for any liability or damage to 4023 Travis Commercial Condominiums and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, and insurance thereof from and after that date of installation or construction thereof as may be required by the Association The power, authority, and obligations of the Board as provided in this Section 10.01 may, in its sole discretion, be delegated to an Architectural Control Committee established by the Board.

Section 10.02. Intentionally Deleted.

Section 10.03. Intentionally Deleted.

ARTICLE XI
OPERATION OF 4023 TRAVIS COMMERCIAL CONDOMINIUMS BY THE ASSOCIATION; POWERS AND DUTIES

Section 11.01. Powers and Duties. The Association shall be the entity responsible for the operation of 4023 Travis Commercial Condominiums. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and Bylaws of the Association (respectively, **EXHIBITS "F"** and **"G"** annexed hereto), as amended from time to time. In addition, the Association shall have all the powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to each Unit and its Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or performing extermination services, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units

(b) The power to make and collect Assessments and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.

(d) The power to contract for the management and maintenance of 4023 Travis Commercial Condominiums and to authorize a duly licensed management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in this Declaration, the Bylaws, and the Articles of Incorporation, and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness, and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the Bylaws with respect to certain borrowing.

(f) The power to adopt and amend rules and regulations concerning the details of the operation and use of 4023 Travis Commercial Condominiums.

(g) The power to acquire real and personal property Personal property shall be acquired upon a majority vote of the Board of Directors, subject to Article IX hereof. Real property shall be acquired upon a majority vote of the Board of Directors, provided that the requirements of Article IX pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso as to the debt incurred) shall also apply to the acquisition of real property; provided further, however, that the acquisition of a Unit as a result of a foreclosure of the lien for Assessments shall be made upon a majority vote of the Board of Directors, regardless of the price for same.

(h) The authority to operate and maintain the Improvements, facilities, and systems utilized in connection with the storm and surface water collection, retention, detention, drainage, and disposal services for 4023 Travis Commercial Condominiums

(i) All of the powers which a non-profit corporation in the State of Tennessee may exercise pursuant to this Declaration, the Articles of Incorporation, and Bylaws, in all cases except as expressly limited or restricted in the Act

(j) The duty to make available at reasonable times to all Unit Owners, lenders, and the holders and insurers of the first mortgage on any Unit, current copies of this Declaration; the Bylaws; the Articles of Incorporation; any rules and regulations pertaining to 4023 Travis Commercial Condominiums promulgated by the Association, and, to the extent required by law, any other books, records, or financial statements of the Association (such documents, collectively, being the "Association Documents"). The Association shall also make the Association Documents available at reasonable times to prospective purchasers.

(k) The power to grant rights, easements, and restrictions in Common Elements, such as, but not limited to, utility easements under, through, or over Common Elements, which are reasonably necessary to the ongoing development and operation of 4023 Travis Commercial Condominiums.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, Bylaws, and applicable rules and regulations; the Articles of Incorporation shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over 4023 Travis Commercial Condominiums, consistent with the Act.

Section 11.02. Limitation of Liability of Association Notwithstanding the duty of the Association to maintain and repair parts of 4023 Travis Commercial Condominiums, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of 4023 Travis Commercial Condominiums. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations, or Improvements done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 10.01 hereof.

Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any rules or regulations of the Association or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety, or welfare of any Owner, occupant or user of any portion of 4023 Travis Commercial Condominiums including, without limitation, residents and their families, guests, invitees, agents, servants, contractors, or subcontractors, or for any property of any such persons. Without limiting the generality of the foregoing:

(a) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the use of 4023 Travis Commercial Condominiums have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of 4023 Travis Commercial Condominiums and the value thereof,

(b) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Tennessee, Davidson County, City of Nashville, and/or any other jurisdiction, or that prevents the occurrence of tortious activities; and

(c) Any provision of the Association Documents setting forth the uses of Assessments which relate to health, safety, and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety, or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

Each Unit Owner (by virtue of his or her acceptance of title to his or her Unit) and each other person having an interest in or lien upon, or making any use of, any portion of 4023 Travis Commercial Condominiums (by virtue of accepting such interest or lien or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands, and causes

of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision

As used in this Section, "Association" shall include within its meaning all of the Association's Directors, officers, committee and Board members, agents, employees, successors, and assigns.

Section 11.03. Restraint Upon Assignment of Shares In Assets The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his or her Unit

Section 11.04. Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

Section 11.05. Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in the Association Documents, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal

Section 11.06. Indemnification of Directors. Each director, officer, employee, manager, and agent of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director, officer, employee, manager, or agent of the Association, or any settlement thereof, whether or not he is a director, officer, employee, manager or agent of the Association at the time such expenses are incurred. However, such indemnification shall not apply in cases where the director, officer, employee, manager or agent of the Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties Furthermore, in the event of a settlement, the foregoing indemnification shall apply only when the Board of the Association approves such settlement and reimbursement as being in the best interests of the Association.

ARTICLE XII
TAXATION OF UNITS AND COMMON ELEMENTS

Section 12.01. Taxation of Units In accordance with the provisions of § 66-27-205 of the Tennessee Code Annotated, as amended, taxes, Assessments, and other charges of any taxing unit of the State of Tennessee or of any political subdivision or of any other taxing or assessing authority shall be assessed against and collected on each individual Unit, each of which shall be carried on the tax books as a separate and distinct entity for that purpose, and not on 4023 Travis Commercial Condominiums as a whole.

Section 12.02. Common Elements. The valuation of the General and Limited Common Elements shall be assessed proportionately among the Owners of Units within 4023 Travis Commercial Condominiums in accordance with the percentage of ownership in such Common Elements provided in this Declaration

Section 12.03. Taxation of Entire Project. In the event that any political subdivision, taxing or assessing authority should require that the entire 4023 Travis Commercial Condominiums be taxed as a whole, each Unit Owner shall contribute to such tax levy, as a Common Expense, in the same percentage as provided in this Declaration.

ARTICLE XIII
COVENANT TO PAY ASSESSMENTS AND LIEN

Section 13.01. Covenant to Pay Assessments. Each Unit Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants to pay such Assessments as may be levied against him and his Unit by the Association from time to time. Assessments shall commence as to all Units in 4023 Travis Commercial Condominiums upon the date of the date of recordation of this Declaration Each Unit Owner agrees, by purchase or ownership of a Unit, to accept and be governed by all provisions in this Declaration or in the Bylaws which are recorded simultaneously with this Declaration, as each may from time to time be amended, relating to Assessments levied by the Association This covenant to pay Assessments shall be a charge on each Unit and a covenant running with the land

Section 13.02. Lien for Unpaid Assessments Any Assessment against a Unit shall become due and payable at the time and in the manner provided for herein and in the Bylaws Any payment of an Assessment which has not been received by the Association within fifteen (15) days from the time when it becomes due shall be delinquent without further notice to the Unit Owner Such delinquent Assessment, together with a late fee of ten percent (10%), costs of collection, and an attorneys' fee shall be a charge upon the Unit and shall be a continuing lien upon the Unit until fully paid, and shall further be a personal obligation of the persons who own such Unit at the time when the Assessment was made. The personal obligation for a delinquent Assessment, interest, costs, and an attorneys' fee shall not pass to such Owner's successors in title as provided under the Act, subject to the provisions regarding mortgagees in Section 13.05 unless expressly assumed by them The said lien securing any unpaid Assessments shall be subordinate to liens for real estate taxes on the Unit and to mortgages and other liens of record on such Unit recorded or attaching prior to the time when said lien for unpaid Assessments shall attach The said lien for unpaid Assessments shall take precedence over any subsequent judgment, attachment, or claim of title of any trustee in bankruptcy.

Section 13.03. Enforcement of Liens

(a) For and in consideration of the privileges, protections, mutual enjoyment, and use of the Common Elements and 4023 Travis Commercial Condominiums and the premises contained herein, the receipt and sufficiency of which is hereby acknowledged, and any assumption of the obligations by transferees as required hereunder and to secure the payment of Assessments for Common Expenses, principal, interest and attorneys' fees (herein, the "Indebtedness"), a lien is expressly retained by the Association on every Unit and that Unit's *pro rata* interest in the Common Elements (collectively referred to herein as "Property"). And now, for the purpose of securing the payment of the lien of the Indebtedness, rendering unnecessary court proceedings for the enforcement of the lien in the event of non-payment of the Indebtedness, and for other consideration, receipt and sufficiency of which is hereby acknowledged, the Unit Owners, their heirs, administrators and assigns (herein "Trustors"), hereby transfer and convey unto M. Wayne Mink, Jr , Trustee, his successors and assigns, the Land and 4023 Travis Commercial Condominiums upon the following uses and trusts

Trustors agree to pay their *pro rata* share of Assessments for Common Expenses as described in the Act, when due, and further agree to pay all taxes and assessments, general or special, levied against their Units, and their *pro rata* share of the assessments levied against the Common Elements, and to pay them when due, and, upon demand of the Trustee or the lawful owner of the Indebtedness, to

discharge, or remove any liens (except a mortgage or deed of trust) which may be hereafter placed against Trustor's Unit and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the Unit in good repair and preservation, and in case the Trustee or his successors or the lawful owner of the Indebtedness is required to enforce, or defend the title to, or possession of, the Unit, or the lien of this instrument, or to prove the Indebtedness, all the costs and expenses of such proceedings, together with a reasonable attorneys' fee, shall be allowed, and paid by Trustors upon demand and, upon failure to do any of these things the Trustee, or the lawful owner of the Indebtedness, may do any or all of these things, and the amounts paid shall bear interest from the date of payment at the highest legal rate and shall become a part of the Indebtedness secured hereby. Now, if Trustors shall pay their *pro rata* share of Common Expenses when due, and pay any other sums when due, then this trust conveyance shall be of no further force or effect. But if the Indebtedness or any interest thereon is not paid when due, or if Trustors fail to reimburse the Trustee or lawful owner of the indebtedness for all sums, with interest, so expensed by the Trustee or lawful owner of the Indebtedness within thirty (30) days from date of such payment, this trust conveyance shall remain in full force and effect, and the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty-one (21) days' notice by three (3) publications in any newspaper, daily or weekly, published or of common circulation in Davidson County, Tennessee, to sell the Unit at the front door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of the Indebtedness, enter and take possession of the Unit, and shall only account for the net rents actually received by him. A foreclosure sale may be adjourned by Trustee and may be reset at a later time and/or date by announcement at the time and place of the originally advertised sale and without any further publication. It is further agreed that, in the event the Trustee fails before selling the Unit to enter and take possession thereof, the purchaser shall be entitled to immediate possession upon the delivery to him by the Trustee of a deed for the Unit. In ease of sale hereunder, the proceeds will be applied by the Trustee as follows:

(1) To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also, reasonable attorneys' fees which arise on account of the execution of this conveyance, or the enforcement of said lien and the expenses of any such litigation.

(2) To the payment of all taxes which may be unpaid on the Unit.

(3) To the payment of all the Indebtedness herein secured, and any sums expensed in the protection of the Unit as herein authorized

(4) The residue, if any, will be paid to Trustors, their order, representatives, or assigns.

In case of the death, absence, resignation, inability, or refusal to act of the Trustee or for any other reason, the Board of Directors of the Association is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office, and the title herein conveyed to the above-named Trustee shall be vested in said successor. The word Trustors when used herein shall apply to parties both singular and plural.

(b) A lien for unpaid Assessments may be enforced by suit brought in the name of the Association, acting on behalf of the Unit Owners in a like manner as the enforcement of a lien is provided by the laws of the State of Tennessee. Without prejudice to its right to bring such a suit for enforcement, the Association, at its option, may enforce collection of delinquent Assessments by any other competent proceeding and, in any event, the Association shall be entitled to recover in such action, suit or proceeding, the Assessments which are delinquent at the time of judgment or decree, together with interest

thereon at the highest legal rate of interest per annum from the date of delinquency (or such other annual rate of interest as may be set forth in the Bylaws, which rate shall be permitted by Tennessee law) and all costs incident to the collection in the action, suit or proceeding, including, but not limited to reasonable attorneys' fees and court costs.

Section 13.04. Mortgage Rights and Deed of Trust Protection

(a) The lien for Common Expenses payable by a Unit Owner shall be subordinate to the lien of a recorded first mortgage or deed of trust on the interest of such Unit Owner, except for the amount of the proportionate share of Common Expenses which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage or deed of trust. This section shall not be amended, changed, modified, or rescinded without the prior written consent of all mortgagees and beneficiaries of record as such approval may be evidenced in accordance with the provisions of Article XIII, Section 13 06 A foreclosure on a first mortgage will extinguish the lien for Assessments that were payable prior to the foreclosure sale

(b) A first mortgagee of a Unit at its request is entitled to written notification from the Association of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under the Declaration and/or the Bylaws, which is not cured within thirty (30) days.

(c) Unless two-thirds (2/3^{rds}) of the first mortgagees of Units have given their prior written approval as evidenced in accordance with the provisions of Article XIII, Section 13 06, the Association shall not be entitled to·

(1) Change the *pro rata* interest or obligations of any Unit for (i) purposes of levying Assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards and for (ii) determining the *pro rata* share of each Unit in the Common Elements.

(2) Use hazard insurance proceeds for losses of any 4023 Travis Commercial Condominiums (whether to individual Units or Common Elements) for other than the repair, replacement or reconstruction of the Improvements, except as provided by Tennessee Code Annotated, § 66-27-320 in case of substantial loss to the Units and/or Common Elements to 4023 Travis Commercial Condominiums

(3) Abandon or terminate 4023 Travis Commercial Condominiums, except where abandonment or termination is provided by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain

(4) Terminate professional management and assume self-management of 4023 Travis Commercial Condominiums However, this provision does not require that 4023 Travis Commercial Condominiums be professionally managed

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

(e) As set forth in Tennessee Code Annotated, § 66-27-205 all taxes, assessments and charges which may become liens prior to the first mortgage under the laws of the State of Tennessee shall relate only to the individual Unit and not to 4023 Travis Commercial Condominiums as a whole.

(f) No Unit Owner or any other party shall have priority over any rights of the first mortgagees of

Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or taking of Units and/or Common Elements.

(g) Any property management agreement shall be terminable for cause by the Association upon not greater than thirty (30) days' written notice and shall be terminable by the Association without cause upon not greater than ninety (90) days' written notice

(h) The Association shall give to any first mortgage holder or any lending institution servicing such mortgage notice in writing of any loss to or the taking of the Common Elements of 4023 Travis Commercial Condominiums if such loss or taking exceeds **TEN THOUSAND AND NO/100 DOLLARS ($10,000.00)**, and notice in writing of any loss to or the taking of a Unit if such loss or taking exceeds **ONE THOUSAND AND NO/100 DOLLARS ($1,000.00)**

The interest of a first mortgagee in a mortgaged Unit shall be superior to the interests of any other person, including any interest the Board of Directors or any Unit Owner may have in any portion of the premises, regardless of the nature of the interest or the manner in which it is acquired.

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

Section 13.05. Notice of Default The Board of Directors, when giving notice to any Unit Owner of a default in paying an Assessment for Common Expenses or any other default, shall, if requested in writing, simultaneously send a copy of such notice to the mortgagee of such Unit For purposes of this section only, when notice is to be given to a mortgagee, the Board of Directors shall also give such notice to any public or private secondary mortgage market entity participating in purchasing or guaranteeing such mortgage, including but not limited to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veteran's Administration, the Federal Housing Administration, the Farmer's Home Administration and the Government National Mortgage Association, but only if the Board of Directors has written notice of such participation

Section 13.06. Notice of Amendment of Declaration or Bylaws. The Board of Directors shall give notice to all mortgagees having requested such notice in writing at least seven (7) days prior to the date on which the Unit Owners, in accordance with the provisions of this Declaration and Bylaws, materially amend the Declaration and Bylaws Material changes include, but are not limited to:

(i) a change in voting rights,

(ii) reduction in reserves for maintenance, repair and replacement of Common Elements,

(iii) responsibility for maintenance and repair,

(iv) reallocation of interests in the General or Limited Common Elements or rights to their use;

(v) redefinition of any Unit boundaries;

(vi) convertibility of Units into Common Elements or vice versa;

(vii) hazard or fidelity insurance requirements,

(viii) any imposition of restrictions on leasing of Units;

(ix) imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;

(xi) restoration or repair of 4023 Travis Commercial Condominiums (after damage or partial condemnation) in a manner other than as specified herein,

(xii) any provisions that expressly benefit mortgage holders, insurers or guarantors

Any amendment effecting a "material change" must be approved by a vote of seventy-five percent (75%) of the Unit Owners of the total allocated votes and by fifty-one percent (51%) of the eligible mortgage holders, i.e , those holders of a first mortgage on a Unit who have submitted a written request that the Association notify them of any proposed action amounting to a material change of this Declaration, the Articles of Incorporation, or the Bylaws For the purposes of this Declaration, an amendment amounts to a "material change" if it in any way impacts the rights or interest of the holder of a first mortgage on a Unit. Any mortgagee who receives a written request from the Association to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from such mortgagee within thirty (30) days of the date of the Association's request.

Section 13.07. Notice of Change in Managing Agent. The Board of Directors shall, if practicable, give notice to all mortgagees, requesting such notice in writing, at least thirty (30) days prior to changing the managing agent.

Section 13.08. Estoppel Upon the written request of any Unit Owner or any mortgagee, the Association or its duly appointed agent shall furnish a statement in writing of any unpaid Assessments charged against a Unit within ten (10). Any requesting party shall be entitled to rely on said statement with respect to the matters set forth therein, such matters being conclusive as between the Association and any such subsequent parties in interest relying on said statement.

Section 13.09. Utilities, Sprinklers, and Responsibility for Certain Repairs All utilities, including but not limited to water, sewer, gas, electricity, phone, and internet serving 4023 Travis Commercial Condominiums are separately metered to each Unit in the entire Development The maintenance, repair, and replacement of any fire sprinkler equipment rooms and any and all equipment related to the fire sprinklers or common fire suppression or fire alarm systems shall be a Common Expense with such maintenance, repair, and replacement being conducted solely by the Association (in addition, the Association may, from time to time, upon notice as provided herein, inspect the fire sprinklers, fire suppression system, fire alarm, and fire detection system installed in each Unit). Anything in this Master Deed to the contrary notwithstanding, in order to prevent Unit Owner irresponsibility, in the event the Association discovers and/or repairs a leak in a plumbing fixture inside a Unit that is otherwise the maintenance responsibility of the Owner of such Unit, all of the costs and expenses of such repair shall be assessed to such Unit Owner.

ARTICLE XIV
INSURANCE

Insurance covering 4023 Travis Commercial Condominiums and the Association shall be governed by the following provisions·

Section 14.01. Purchase, Custody, and Payment.

(a) Purchase. All insurance policies described herein covering portions of 4023 Travis Commercial Condominiums shall be purchased by the Association and shall be issued by an insurance company or provider authorized to do business in Tennessee

(b) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

(c) Custody of Policies and Payment of Proceeds All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

(d) Copies to Mortgagees. One copy of each insurance policy covering 4023 Travis Commercial Condominiums, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate In addition, the Association shall make commercially reasonable efforts to ensure that each Institutional First Mortgagee shall be provided written notice of any lapse, cancellation, or material modification of any insurance policy maintained by the Association within ten (10) days of such event.

(e) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, any Improvement and/or betterments, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith. It is the stated intention that the Association shall also carry insurance containing a "Special Condominium Endorsement", or its equivalent

Section 14.02. Coverage. In addition to the following, it is the stated intention that the Association shall also carry insurance containing a "Special Condominium Endorsement", or its equivalent. The Association shall maintain insurance covering the following:

(a) Casualty The Buildings, including all fixtures, installations, or additions comprising that part of the Buildings within the boundaries of the Units and required by the Act to be insured under the Association's policy(ies) - but excluding (i) all furniture, furnishings, floor coverings, wall coverings, and ceiling coverings or other personal property owned, supplied, or installed by Unit Owners or tenants of Unit Owners, and (ii) electrical fixtures, appliances, air conditioners or heating equipment, water heaters, and built-in cabinets which are located in Units and are the repair and replacement responsibility of Owners – and all Improvements located on the Common Elements or Association Property from time to time, together with all fixtures, building service equipment, personal property, and supplies constituting the Common Elements or Association Property (collectively the "Insured Property"), shall be insured against casualty loss (excluding loss by flood and other causes excluded from a typical condominium package policy) in an amount not less than one hundred percent (100%) of the full insurable replacement cost thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association Such coverage shall afford protection against such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief

(b) Liability. Comprehensive general public liability insurance, in a coverage amount of not less than **ONE MILLION AND 00/100 DOLLARS ($1,000,000.00)**, covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association.

(c) Worker's Compensation. Worker's Compensation and other mandatory insurance, when applicable.

(d) Fidelity Insurance Fidelity insurance covering all persons who control or disburse Association funds

(e) Common Elements Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Common Elements, where such coverage is available and determined by the Board of Directors to be desirable.

(f) Other Insurance Such other insurance, such as flood insurance, either required by law or as the Board of Directors of the Association shall determine from time to time to be desirable. The Association shall carry flood insurance if 4023 Travis Commercial Condominiums is located in an area designated by the Federal Emergency Management Agency as having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act, 42 U.S C. 4001, *et seq* , as amended.

(g) Policy Provisions When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to. (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners, or as a result of contractual undertakings. Additionally, if appropriate and obtainable, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

(h) Disclaimer All Unit Owners, mortgagees and others should be aware of the fact that because of exclusions from coverage, changes in construction costs, land and profit components in sales prices, and other factors, the amount of insurance coverage available in the event of substantial damage to 4023 Travis Commercial Condominiums and the proceeds available for reconstruction and/or retirement of mortgage debt may not be entirely sufficient for such purposes. Accordingly, all persons are advised to consult with their own insurance providers as to what supplemental coverage may be available under their own policies to mitigate any impact of a shortage of proceeds from Association policies

Section 14.03. Additional Provisions. The Association shall make commercially reasonable efforts to ensure that all policies of insurance carried by the Association shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units.

Section 14.04. Premiums Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense Premiums may be financed in such manner as the Board of Directors deems appropriate

Section 14.05. Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors and which, if so appointed, shall be (i) a bank or trust company in Tennessee with trust powers, with its principal place of

business in the State of Tennessee, or (ii) one or more of the Directors or Officers of the Association. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee·

(a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units or their terraces, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below

(b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any are collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association

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

Section 14.06. Distribution of Proceeds Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner·

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

(b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 14 05 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

(d) Certificate In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President

and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

Section 14.07. Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in 4023 Travis Commercial Condominiums to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 14.08. Unit Owners' Personal Coverage Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner arising from occurrences within his Unit, nor casualty or theft loss to the contents of an Owner's Unit It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association. The foregoing shall also apply to the Limited Common Elements associated with each Unit

Section 14.09. Benefit of Mortgagees. Certain provisions in this Article XIV entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees

Section 14.10. Insurance Trustee The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration and shall serve as the attorney-in-fact for the Owners on such matters, including the purchasing and maintaining of insurance, the collection and appropriate distribution of insurance proceeds, 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 purpose Fees and expenses of any Insurance Trustee are Common Expenses In the event the Board of Directors of the Association does name an Insurance Trustee for 4023 Travis Commercial Condominiums, such Insurance Trustee shall have the exclusive authority to negotiate losses under any policy and to perform such other functions as are necessary to accomplish this purpose. In the event an Insurance Trustee is named, such Insurance Trustee shall serve as the attorney-in-fact for the Owners on such matters, including the purchasing and maintaining of insurance, the collection and appropriate distribution of insurance proceeds, 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 purpose

Section 14.11. Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

ARTICLE XV
RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY

Section 15.01. Determination to Reconstruct or Repair. Subject to the immediately following paragraph, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If sixty-six percent (66%) or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning seventy-five percent (75%) of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a majority of Institutional

First Mortgagees approve such resolution, 4023 Travis Commercial Condominiums will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if 4023 Travis Commercial Condominiums were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

Section 15.02. Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and a majority of Institution First Mortgagees and then applicable building and other codes, and if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than seventy-five (75%) of the applicable interests in the Common Elements, as well as the Owners of all Units, Limited Common Elements and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

Section 15.03. Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association) In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

(a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS ($500,000.00)**, then the construction fund shall be disbursed in payment of such costs upon the

order of the Board of Directors of the Association, provided, however, that upon request to the Insurance Trustee (if appointed) or otherwise to the Board of Directors by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(ii) Association - Major Damage If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than **FIVE HUNDRED THOUSAND AND 00/100 DOLLARS ($500,000.00)**, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Tennessee and employed by the Association to supervise the work

(iii) Unit Owners If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property All proceeds must be used to affect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated,

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated, except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

(v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters

and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid

Section 15.04. Assessments If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments shall be in proportion to all of the Owners' respective shares in the Common Elements In the event of insufficient proceeds of insurance on Optional Property, the shortage shall be the individual responsibility of the Owners thereof

Section 15.05. Benefit of Mortgagees Certain provisions in this Article XV are for the benefit of mortgagees of Units and may be enforced by any of them

ARTICLE XVI
CONDEMNATION

Section 16.01. Deposit of Awards with Insurance Trustee. The taking of portions of 4023 Travis Commercial Condominiums by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, the amount of that award shall be set off against the sums hereafter made payable to the defaulting Owner (and if the award exceeds such sums, the Association shall have the right to bring legal action against that Owner).

Section 16.02. Determination Whether to Continue 4023 Travis Commercial Condominiums. Whether 4023 Travis Commercial Condominiums will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty For this purpose, the taking by eminent domain also shall be deemed to be a casualty

Section 16.03. Disbursement of Funds. If 4023 Travis Commercial Condominiums is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if 4023 Travis Commercial Condominiums is terminated after a casualty. If 4023 Travis Commercial Condominiums is not terminated after condemnation, the size of 4023 Travis Commercial Condominiums will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Article XVI specifically provided

Section 16.04. Unit Reduced but Habitable. If the taking reduces the size of a Unit or its Limited Common Elements and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit or its Limited Common Elements shall be used for the following purposes in the order stated and the following changes shall be made to 4023 Travis Commercial Condominiums:

(a) Restoration of Unit. The Unit shall be made habitable If the cost of the restoration exceeds the amount of the award, the additional funds required shall be the individual responsibility of the Owner of the Unit.

(b) Distribution of Surplus. The balance of the award in respect of the Unit or its Limited Common Elements, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees

(c) Adjustment of Shares in Common Elements If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:

(i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"), and

(ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit No Limited Common Elements shall be used in the aforesaid calculations.

Section 16.05. Unit Made Uninhabitable If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to 4023 Travis Commercial Condominiums

(a) Payment of Award The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable, second, to the Association for any due and unpaid Assessments, third, jointly to the affected Unit Owners and other mortgagees of their Units In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking The balance, if any, shall be applied to repairing and replacing the Common Elements.

(b) Addition to Common Elements The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

(c) Adjustment of Shares The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of 4023 Travis Commercial Condominiums shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows·

(i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Section 16 04(c) hereof (the "Percentage Balance"), and

(ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Section 16.04(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

(d) Assessments If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in 4023 Travis Commercial Condominiums effective by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with applicable law. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking

Section 16.06. Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association, provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit

Section 16.07. Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

Section 16.08. Notice of Taking. In the event there is a condemnation loss which affects a material portion of 4023 Travis Commercial Condominiums or which affects any Unit on which an Institutional First Mortgagee holds a security interest, the Association shall provide written notice to all or the affected Institutional First Mortgagee(s), as appropriate, within ten (10) days of such loss The notice provided in this section shall only be sent to those Institutional First Mortgagees which request such reporting from the Association in writing

ARTICLE XVII
OCCUPANCY AND USE RESTRICTIONS

In order to provide for congenial occupancy of 4023 Travis Commercial Condominiums and for the protection of the values of the Units, the use of 4023 Travis Commercial Condominiums shall be restricted to and shall be in accordance with the following provisions

Section 17.01. Use and Prohibited Uses. Each Unit shall be used primarily for commercial purposes. The following specific business uses shall not be permitted to be conducted in any Unit adult entertainment, adult bookstore, adult theater, or similar commercial establishment that frequently shows or has a significant portion of its business in the display, sale, rental, or viewing of publications, films, videos or other visual representations or reproductions that are characterized by an emphasis on the exposure, depiction, or description of certain specified anatomical areas or the conduct or simulation of certain specified sexual activities.

Section 17.02. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of 4023 Travis Commercial Condominiums

Section 17.03. Alterations. Except as otherwise provided in this Declaration, no Unit Owner shall cause or allow improvements or changes to any Limited Common Elements, or Common Elements, including, but not limited to installing any electrical wiring, television or radio antennae, machinery, or additional air conditioning units, or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Board of Directors of the Association (in the manner specified in Article X hereof). Anything in this Declaration to the contrary notwithstanding, a Unit Owner may, after obtaining the prior written permission of the Board of Directors, install or have installed one (1) satellite dish or antennae designed to receive video programming services, of less than one (1) meter in diameter in designated Limited Common Elements, provided that such installation, in the sole discretion of the Board of Directors of the Association, does not interfere with any necessary access to the Common Elements or Limited Common Elements and is architecturally harmonious with and does not aesthetically detract from the Unit or 4023 Travis Commercial Condominiums as a whole, as determined by the Board or Architectural Control Committee, if created Approval of the Board of Directors of the Association shall not be required for interior repainting, re-carpeting a previously carpeted area, or otherwise redecorating the interior of a Unit provided the same complies with all other terms and conditions of this Declaration As required by Section 10.01, no Unit Owner shall make any addition, alteration, or Improvement in or to their Unit which has a material impact on the other Unit without the prior written consent of the other Unit Owner In no event may a Unit Owner attach any satellite dish to the exterior walls of a Building facing any public right of way. All satellite dishes must be placed in areas designated by the Board of Directors of the Association.

Section 17.04. Use of Common Elements The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units

Section 17.05. Nuisances No nuisances (as reasonably determined by the Board of Directors of the Association) shall be allowed on 4023 Travis Commercial Condominiums, nor shall any use or practice be allowed which is a source of unreasonable annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of 4023 Travis Commercial Condominiums by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance

Section 17.06. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of 4023 Travis Commercial Condominiums or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the same shall be observed. Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction over the same, relating to any portion of 4023 Travis Commercial Condominiums, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of 4023 Travis Commercial Condominiums, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation, or Bylaws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 17.06. No activity specifically permitted by this Declaration shall be deemed a violation of this Section.

Section 17.07. Exterior Improvements;. Without limiting the generality of Sections 10.01 or 17.03 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), or on the interior side thereof so as to be visible to the exterior, without the prior written consent of the Board of Directors of the Association. Specifically, no "For Rent", "For Sale" or any other sign shall be displayed or exposed to view by a Unit Owner or other occupant without the consent of the Association. To insure a uniform appearance on the exterior of the Building, all window coverings, including, but not limited to verticals, shades, sheers, curtains, drapes, miniblinds, and venetian blinds shall be faced on the exterior with white material approved by the Association. In the event window coverings must be replaced, the Association must approve any replacements.

ARTICLE XVIII
COMPLIANCE AND DEFAULT

Section 18.01. Compliance with Declaration. Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the rules and regulations adopted from time to time pursuant to those documents, as the same may be amended from time to time. In the event of any violations of the provisions of the Act, this Declaration, the Bylaws, or rules and regulations of the Board of Directors or Owners' Association, as amended from time to time, by any Unit Owner (either by his own conduct or by the conduct of any other occupant of his Unit or any invitees of the Owner or occupant) the Association, or its successors or assigns, or the Board of Directors, or its agent, or any aggrieved Owner, shall have each and all of the rights and remedies which may be provided for in the Act, this Declaration, Bylaws, or said rules and regulations, or which may be available at law or in equity by due process of law, and may prosecute an action or other proceeding against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as provided in this Declaration, or for any combination of remedies, or for any other relief. All expenses of the Board of Directors in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum rate allowed by Tennessee law, and as determined by the Board of Directors until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board of Directors shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto, provided however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the interest of such Unit Owner, except for the amount of the proportionate share of said Common Expenses which become due and payable from and after the date on which the said mortgage or deed of

trust owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as a security) or files suit to foreclose its mortgage or deed of trust In the event of any such default by any Unit Owner, the Board of Directors and the manager or managing agent, if so authorized by the Board of Directors, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board of Directors. This paragraph shall not be amended, changed, modified, or rescinded without the prior consent of all holders of record of mortgage and deed of trust liens against the Units. The violation of any restriction or condition or regulation adopted by the Board of Directors or the breach of any covenant or provision herein contained shall give the Board of Directors the right, in addition to any other rights provided for in this Declaration, (a) to enter (peaceably without liability to such Unit Owner for such entry) upon the Unit or any portion of 4023 Travis Commercial Condominiums upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board of Directors, or its employees or agents, shall not thereby be deemed guilty in any manner for trespass, or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach, or (c) to take possession (peaceably without liability to such Unit Owner for such entry) of such Unit Owner's interest in 4023 Travis Commercial Condominiums and to maintain an action for possession of such Unit in the manner provided by law.

Section 18.02. Negligence A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement made necessary by his or her intentional act, negligence, misuse, or neglect or by that of any member of his or her family or his or her or their guests, employees, agents, or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

Section 18.03. Equitable Relief for Performance In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the Bylaws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document, or instrument affecting 4023 Travis Commercial Condominiums or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines or to sue in a court of law for damages

Section 18.04. Costs and Attorneys' Fees In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted from time to time pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

Section 18.05. No Waiver of Rights The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter

ARTICLE XIX
TERMINATION OF 4023 TRAVIS COMMERCIAL CONDOMINIUMS

4023 Travis Commercial Condominiums shall continue (unless earlier terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration) for a term of thirty (30) years from the date this Declaration is recorded, after which time the covenants, restrictions, and provisions contained in this Declaration shall be automatically extended for successive periods of ten (10) years, unless prior to the end of such thirty (30) year period or prior to the end of any successive ten (10) year period, an instrument is duly executed by all of the Unit Owners and by all record owners of first mortgages on the Units agreeing to terminate the covenants and restrictions herein contained at the end of such period of time, which duly executed instrument shall be recorded in the Register's Office. In said event, all easements and easement rights herein contained shall not be terminated, but shall continue in perpetuity although 4023 Travis Commercial Condominiums shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of 4023 Travis Commercial Condominiums, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded in the Register's Office. This Article XIX may not be amended without the affirmative vote of all Unit Owners. In the event 4023 Travis Commercial Condominiums is terminated, the Association shall provide written notice to all or the affected Institutional First Mortgagee(s), as appropriate, within ten (10) days of such termination. The notice provided in this section shall only be sent to those Institutional First Mortgagees which request such reporting from the Association in writing.

ARTICLE XX
ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS

Section 20.01. Review of Books Institutional First Mortgagees shall have the right, upon written request to the Association, to: **(i)** examine 4023 Travis Commercial Condominiums documents and the Association's books and records; **(ii)** receive a copy of the Association's audited financial statement for the immediately preceding fiscal year; **(iii)** receive notices of and attend Association meetings, **(iv)** receive notice of an alleged default in any obligations hereunder by any Unit Owner on whose Unit such mortgagee holds a mortgage which is not cured within thirty (30) days of notice of default to the Unit Owner; and **(v)** receive notice of any substantial damage or loss to any portion of 4023 Travis Commercial Condominiums

Section 20.02. Notice Provisions. Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of **(i)** any condemnation or casualty loss affecting a material portion of 4023 Travis Commercial Condominiums or the affected mortgaged Unit; **(ii)** a sixty (60) day delinquency in the payment of the Assessments on the mortgaged Unit, **(iii)** the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, provided that the applicable insurer has agreed to provide such notice; **(iv)** any proposed termination of 4023 Travis Commercial Condominiums; and **(v)** any proposed action which requires the consent of a specified number of mortgage holders

ARTICLE XXI
COVENANT RUNNING WITH THE LAND

All provisions of this Declaration, the Articles, Bylaws, and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof

and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles of Incorporation, Bylaws, and applicable rules and regulations, as they may be amended from time to time The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles of Incorporation, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

ARTICLE XXII
ADDITIONAL PROVISIONS

Section 22.01. Notices. All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by first class mail to the Association in care of its office at 4023 Travis Commercial Condominiums, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner appearing in the Association's records at the time the notice is transmitted Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one (1) address which the Developer initially identifies for that purpose and thereafter as one (1) or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided in the deed of record.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur

Section 22.02. Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto Such interpretation shall be binding upon all parties unless wholly unreasonable An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation

Section 22.03. Mortgagees Anything herein to the contrary notwithstanding (except as provided in Article XIII hereof) the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association

Section 22.04. Exhibits. There are hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, or enforcement shall control over those hereof

Section 22.05. Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant

secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

Section 22.06. Governing Law Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Tennessee.

Section 22.07. Severability The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 22.08. Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur

Section 22.09. Ratification Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles of Incorporation and Bylaws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

Section 22.10. Reasonable Cooperation of Unit Owners. A Unit Owner shall not unreasonably withhold, condition or delay approval of matters required under this Declaration and requested by the other Unit Owner, nor shall a Unit owner unreasonably withhold, condition or delay a request by the other Unit Owner to execute, acknowledge, and deliver commercially reasonable documents required under this Declaration.

Section 22.11. Gender; Plurality Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

Section 22.12. Captions The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof

Section 22.13. Part 5 of the Act. In accordance with the provisions of Tenn Code § 66-27-501, Part 5 of the Act, being Tenn. Code §§ 66-27-502 through 66-27-507 do not apply to this Declaration or 4023 Travis Commercial Condominiums, generally.

[THE FOLLOWING PAGE IS THE SIGNATURE PAGE]

DEVELOPER:

ATS NASHVILLE INVESTMENTS, LLC,
an Indiana limited liability company

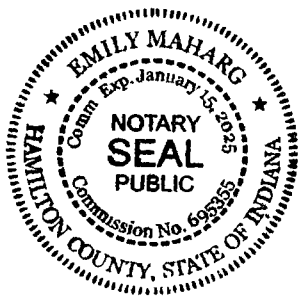
By: _____
Scott A. Brame, CEO

STATE OF **INDIANA**
COUNTY OF **HAMILTON**

Before me, the undersigned, of the state and county mentioned, personally appeared **Scott A. Brame**, the **CEO** of **ATS Nashville Investments, LLC, an Indiana limited liability company**, 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 CEO of ATS Nashville Investments, LLC, an Indiana limited liability company, the within named bargainor, a limited liability company, and that he as such CEO, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as its CEO.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 9th day of June, 2023.

Emily Maharg
NOTARY PUBLIC
My Commission Expires: January 15, 2025



JOINDER BY LENDER

The undersigned STOCK YARDS BANK & TRUST COMPANY ("Lender"), does hereby join in this declaration to consent to the imposition of the horizontal property regime imposed by this Declaration upon the buildings and improvements described herein, but only upon the express condition that nothing herein shall affect the priority of the Lender's security interest in said building and improvements as evidenced by: **(i)** Tennessee Deed of Trust and Security Agreement and Fixture Financing Statement with Assignment of Leases and Rents, dated May 15, 2019, recorded in the Register's Office as Instrument No. 20190530-0051310, as modified and supplemented by Instrument Nos. 20190530-0051311 and 20190614-005752 and **(ii)** Deed of Trust, Fixture Filing, Assignment of Rents and Leases and Security Agreement, dated January 10, 2020, recorded in the Register's Office as Instrument No. 20200116-0005658.

In witness whereof, the Lender has caused this Declaration to be executed this 8 day of June, 2023.

STOCK YARDS BANK & TRUST COMPANY

By: _____
Name: Jason J. Benson
Title: Vice President

STATE OF INDIANA
COUNTY OF MARION

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Jason J. Benson**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Vice President** of STOCK YARDS BANK & TRUST COMPANY, the within named bargainor, a bank, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank by himself as such officer.

WITNESS my hand and seal, at office this 8th day of June, 2023.

Rachel Monroe
Notary Public
My Commission Expires: September 20, 2028

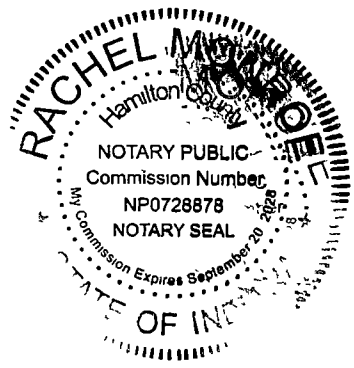
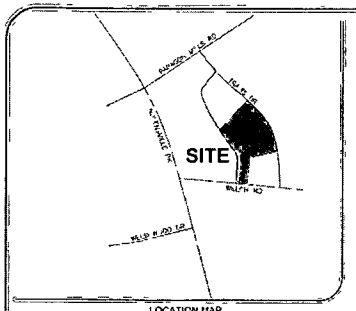


EXHIBIT "A"
THE PLAT DEPICTING THE PROPERTY



LOCATION MAP
NTS

DEED REFERENCE

BEING THE SAME PROPERTY CONVEYED TO ADVANCED TURF SOLUTIONS INC BY DEED FROM PAUL JONES DATED JANUARY 10 2019 OF RECORD IN INSTRUMENT NO 20 20190110-0002940 IN REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE

PROPERTY MAP REFERENCE

BEING EXISTING PARCEL NUMBERS 77 01 PCE 121 14 D PCT 101 95 00 PLOT 81 AND 91 00 (LOT 6) AS SHOWN ON DAVIDSON COUNTY PROPERTY MAP BOOKLET 13 15 PARCEL NUMBER 147 00 WILL BE RETAINED FOR THE NEW LOT 6R

PLAT REFERENCE

THE RECORDING OF THIS PLAT WILL VOID VACATE AND SUPERSEDE LOTS 6 8 10 12 AS SHOWN ON THE FINAL PLAT ENTITLED TRAVIS PARK OF RECORD IN PLAT BOOK 3700 PAGE 92 AND AMENDED IN BOOK 4047 PAGE 191 MAP BOOK 4403 PAGE 343 REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE

GENERAL NOTES

1 THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE 4 PARCELS INTO 1 LOT

2 BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE COORDINATE SYSTEM OF 1983 GPS EQUIPMENT WAS USED TO DETERMINE THE POSITION ON TWO (2) CONTROL POINTS FOR THIS SURVEY ONE CITY CO ES AVAILABLE FOR BEARING FOR THE SURVEY TYPE OF GPS EQUIPMENT USED SPECIFIC PRECISION AND TYPE OF GPS SURVEY THAT HEREON WAS TIED REAL ESTATE NETWORK THE AVERAGE POSITIONAL ACCURACY IS 0 05

3 ELEVATIONS SHOWN HEREON ARE BASED ON FIELD RUN CONTOURS AND AT ONE FOOT INTERVALS AND ARE BASED ON A FIELD RUN SURVEY WITH RANDOM SPOT ELEVATIONS CONTOURS WERE CREATED USING SURFACE MODELING TECHNIQUES

4 THIS PROPERTY IS CURRENTLY ZONED CS – (COMMERCIAL SERVICE) AND IS ALSO LOCATED IN THE AIRPORT IMPACT OVERLAY BUILDING SETBACKS ARE PER METRO ZONING CODE

5 BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY THIS PROPERTY LIE WITHIN FLOOD ZONE X AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO 47037C0378L WITH A REVISION DATE OF APRIL 5 2017 WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT COMMUNITY NO 470040 PANEL NO 378 SUFFIX H WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED SAID MAP DEFINES ZONE X UNDER TENNESSEE AREAS AS AREAS DETERMINED TO BE OUTSIDE THE 0 2% ANNUAL CHANCE FLOODPLAIN

6 ANY EXCAVATION FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES

7 NO BUILDING PERMIT MAY BE ISSUED ON ANY LOT UNTIL THESE THREE STEPS ARE INSTALLED AND ACCEPTED BY THE METROPOLITAN DEPARTMENT OF PUBLIC WORKS OR A SURETY ON THE LOT DEPOSITED FOR ACCEPTANCE

8 A PUBLIC UTILITY AND DRAINAGE EASEMENT OF TWENTY FEET (20) ADJACENT TO ALL STREET RIGHTS OF WAY SHALL HEREBY BE MADE A PART OF THIS SUBDIVISION WHERE PROPOSED BUILDING SETBACKS ARE LESS THAN TWENTY FEET (20) THE EASEMENT WIDTH SHALL BE REDUCED TO THE BUILDING ENVELOPE MEASURED AT RIGHT ANGLES TO PROPERTY LINE

9 THE FINAL SITE PLAN/BUILDING PERMIT SITE PLAN SHALL DEPICT A MINIMUM 5 FOOT CLEAR PATH OF TRAVEL FOR PEDESTRIANS WHICH INCLUDES PUBLIC SIDEWALKS AND THE LOCATION OF ALL UTILITY AND PROPOSED OBSTRUCTIONS PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS FOR NEW CONSTRUCTION WITHIN THE PATH OF TRAVEL SHALL BE RELOCATED TO PROVIDE A MINIMUM OF FEET OF CLEAR ACCESS

10 METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED ACCESS AND EASEMENTS TO ALLOW THEM IN ORDER TO MAINTAIN REPAIR REPLACE AND INSPECT ANY STORM WATER FACILITIES WITHIN THE PROPERTY

11 PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS FOR THIS SUBDIVISION THE APPLICANT SHALL PROVIDE EVIDENCE TO THE METROPOLITAN DEPARTMENT OF WATER SERVICES THAT THE REQUIRED CAPACITY FEES HAVE BEEN PAID IN FULL

12 NO FINAL BUILDING PERMIT SHALL BE ISSUED UNTIL THE REQUIRED PUBLIC SIDEWALKS ARE INSTALLED IN THE PHASE ONE AND THE PLANTING FOR ALL LOTS IN PHASE ONE HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN THE LANDSCAPING FOR EACH PHASE MAY BE POSTPONED UNTIL THE NEXT GROWING SEASON BUT IN NO CASE LONGER THAN ONE YEAR AFTER THE INSTALLATION OF THE PUBLIC SIDEWALKS

13 ARCHITECTURAL ELEVATIONS FOR THE DUPLEX LOTS SHALL BE SUBMITTED TO THE PLANNING DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO ISSUANCE OF BUILDING PERMITS

14 RESIDENTIAL DWELLING UNITS SHALL BE LIMITED TO ONE SINGLE FAMILY OR DUPLEX UNIT PER LOT

15 A PRE-CONSTRUCTION MEETING SHALL BE HELD ON THE SITE PRIOR TO THE BEGINNING OF ANY EARTH DISTURBANCE ACTIVITIES THE PERSONS RESPONSIBLE FOR THE IMPLEMENTATION OF THE EROSION AND SEDIMENT CONTROL PLAN SHALL BE PRESENT AT THE MEETING

16 THE REQUIREMENTS FOR THE FINAL SITE PLAN AND/OR BUILDING PERMITS SET FORTH BY THE FINAL PLAT OF TRAVIS PARK A RECORDED IN PLAT BOOK 3700 PAGE 92 NASHVILLE DAVIDSON COUNTY TENNESSEE REGISTER'S OFFICE SHALL APPLY TO ALL DEVELOPMENT ON THIS LOT

17 ALL OF THE PROVISIONS OF THE PLAT SHALL APPLY TO AND BE BINDING UPON THE HEIRS SUCCESSORS AND ASSIGNS OF THE OWNERS OF THE LOTS AS SHOWN HEREON

18 I HEREBY STATE THAT ALL ANGLES AND SIDE LINES OF THIS SURVEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE ACCURACY OF THE UNADJUSTED SURVEY IS 1 FOOT IN 10 000 FEET AS SHOWN HEREON

1-9-19
JAY T DANIELL RLS NO 1371 DATE

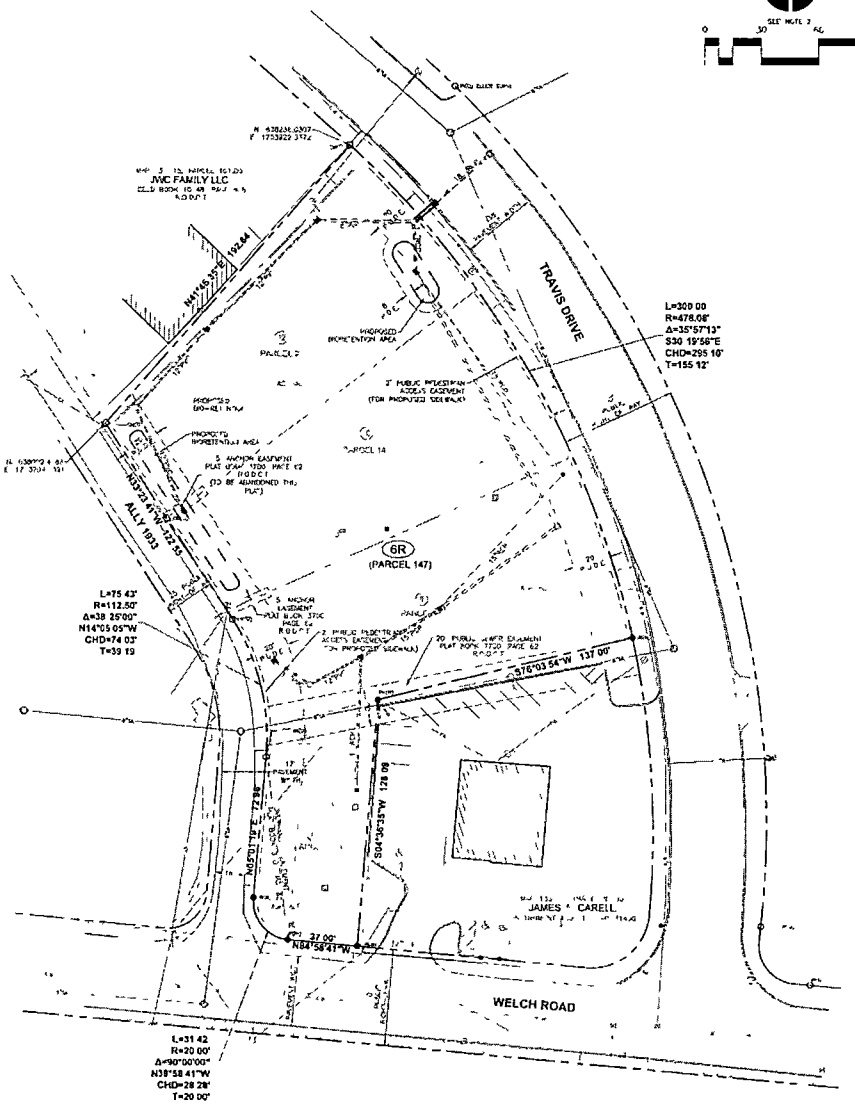
UTILITY NOTE

THIS ADDITION HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ABOVE GROUND AND UNDERGROUND UTILITIES SHOWN HAVE BEEN FROM VISIBLE APPURTENANCES AT THE SITE PLUS IF ANY MAPS PROVIDED BY OTHERS THEREFORE NO LIABILITY IS ASSUMED UPON THIS SURVEY AND NO WARRANTY IS MADE AS TO THE EXACT LOCATION OF UTILITIES SHOWN HEREON OR THAT ALL UTILITIES ARE SHOWN HEREON THE CONTRACTOR SHOULD NOTIFY THE UTILITY COMPANIES AT LEAST THREE WORKING DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION FOR THE EXACT LOCATION AND DEPTH OF UTILITIES IN THE FIELD

811 Know what's below Call before you dig

LEGEND

(DEED)	DEED REFERENCE	⊕	UTILITY POLE
●(MAG)	MAG NAIL SET (5/8") (OR AT EXISTING OR NEW CURB WHERE APPLICABLE)	⊕	UTILITY POLE W/ GUY WIRE
●(PIN)	IRON PIN FOUND	☼	FIELD POLE W/ LIGHT
⊕	IRON PIN SET (5/8")	⊕	OVERHEAD UTILITIES POWER ONLY
W	WATER VALVE	—T—	OVER HEAD TELEPHONE LINE
▣	WATER METER	UGT	UNDERGROUND TELEPHONE AND TELEVISION CABLE
▣	CATCH BASIN	—S—	SANITARY SEWER LINE
○	AREA DRAIN	— —	WATER LINE
(S)	STORM MANHOLE	x	FENCE
✿	SANITARY SEWER MANHOLE	⊕	SIGN OR MONUMENT
⊕	WATER STEAM CUT	SQ FT	SQUARE FEET
GM	GAS VALVE	INV	INVERT
♿	HANDICAP PARKING	FFE	FINISH FLOOR ELEVATION
(XXX)	PARCEL NUMBER	BRL	BUILDING CONSTRUCTION LINE
UNITS	MINIMUM BUILDING FLOOR	(TYP)	APPLIES TO ALL SIMILAR
R=00.0'	RADIUS OF CURVE (SAME AS CURVE NUMBER)	AC	AIR CONDITIONER
	CALCULATED ACREAGE	G	GAS METER
		(T)	TELEPHONE
PUDE	PUBLIC UTILITY DRAINAGE EASEMENT	PD	PLANNED DEVELOPMENT



TOTAL AREA = 54 399 SQUARE FEET OR 1 25 ACRES ±

OWNERS CERTIFICATE

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE HOLDER(S) OF THE PROPERTY SHOWN HEREON AS RECORDED IN INSTRUMENT 20190111-0002940 RODCT AND ADOPT THE PLAN OF SUBDIVISION OF THE PROPERTY AS SHOWN HEREON AND DEDICATE ALL PUBLIC WAYS AND EASEMENTS AS NOTED NO LOT OR LOTS AS SHOWN HEREON SHALL BE SUBDIVIDED RE-SUBDIVIDED ALTERED OR CHANGED IN SIZE TO PRODUCE LESS AREA THAN HEREBY ES ABLISHED UNLESS APPROVED BY THE METROPOLITAN PLANNING COMMISSION

ADVANCED TURF SOLUTIONS INC

BY
GEORGE F CARELL

ITS CORPORATE SECRETARY DATE 1/14/19

SURVEYOR S STATEMENT

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE INFORMATION AND BELIEF THE HEREON SHOWN SUBDIVISION PLAT REPRESENTS A CLOSED SURVEY MEETING OR EXCEEDING THE MINIMUM STANDARDS OF PRACTICE AS SET FORTH IN THE RULES AND REGULATIONS OF THE TENNESSEE BOARD OF EXAMINERS FOR LAND SURVEYORS AND THE ORIGINAL SURVEY AND THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT AS NOTED ALL LOT LINES AND RIGHT ANGLES ARE MARKED BY A #5 REBAR WITH A PLASTIC CAP STAMPED RAGAN-SMITH UNLESS OTHERWISE NOTED

RAGAN-SMITH ASSOCIATES

BY
JAY T DANIELL DATE 1-9-19

TENNESSEE REGISTERED SURVEYOR NO 1371

TENNESSEE LICENSED SURVEYOR JAY T DANIELL 1371 1-9-19

COMMISSION APPROVAL

APPROVED BY THE METROPOLITAN PLANNING COMMISSION OF NASHVILLE AND DAVIDSON COUNTY TENNESSEE

BY
Robert Leeman
DATE 1-30-19

RECORD

Karen Johnson Davidson County
Batch# 193711 PLAT PLAN
03/05/2019 09 31 30 AM 2 pgs
Fees 520 00 Taxes 00 00
20 90259 0010793

CASE NUMBER
20185-137-001

FINAL PLAT - CONSOLIDATION

ADVANCED TURF SOLUTIONS, INC

LOTS 6 8 10 AND 12 TRAVIS PARK
PLAT BOOK 3700 PAGE 92 RODCT
26TH COUNCILMANIC DISTRICT
METROPOLITAN NASHVILLE
DAVIDSON COUNTY TENNESSEE

OWNER/DEVELOPER
ADVANCED TURF SOLUTIONS, INC
1,255 First Capital Drive
Hendersonville TN 37075
(877) 433 7032
gcarrell@advanceturf.com

SURVEYOR
RAGAN SMITH ASSOCIATES INC
C/O TOM DANIELL PLS
315 WOODLAND STREET
NASHVILLE TENNESSEE 37206
(615) 244 8591
tdaniell@ragansmith.com

DRAWN BY C B ELDER

REVISED JANUARY 9 2019
PREVIOUS AUGUST 2015
DATED JULY 1 2015 SCALE 1 = 30
JOB NO 19 002 DRAWING NO 1 of 1

RAGAN•SMITH

LAND PLANNING CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE SURVEYING

NASHVILLE CHATTANOOGA
615 244 8591 423 490 8591
FAX 615 244 8369 FAX 423 490 8592
www.ragansmith.com

SHEET 1 OF 1

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

Signed and sworn to this 11 day of October, 2016.

Robert Leeman

Signature

State of TN

County of Davidson

Personally appeared to me, KELLY ADAMS, a notary public for this county and state, ROBERT LEEMAN, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Witness my hand and official seal office in Nashville, TN, this 11 day of OCTOBER 2016

Kelly Adams

Notary's signature

KELLY ADAMS
STATE OF TENNESSEE
NOTARY AT LARGE
DAVIDSON COUNTY

MY COMMISSION EXPIRES: September 7, 2020.

Notary's seal (if on paper)

EXHIBIT "B"
LEGAL DESCRIPTION OF THE LAND

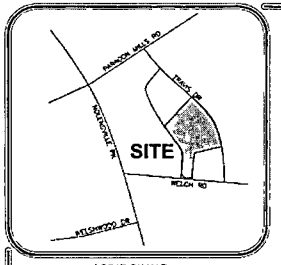
Property previously described as :
336 Welch Road, Nashville, TN
Map /Parcel 13315009100
Land located in Davidson County, Tennessee, being Lot Number 6 on the Plan of Travis Park, as of record in Book 3700, pages 61 and 62, as corrected in Book 4047, page 193, and as further amended in Book 4403, page 343, Register's Office for said County,
Said Lot Number 6 is described as follows: Beginning on the northerly margin of Welch Road at the corner of Lots Numbers 6 and 7; thence with the line between said two lots northerly 125.2 feet; thence westerly 60.4 feet to the easterly margin of an alley; thence with said alley southerly 88.51 feet to the beginning of a curve; thence around said curve having a radius of 20 feet southeasterly 31.42 feet to the northerly margin of Welch Road; thence with the same easterly 37 feet to the beginning.
AND
4025 Travis Drive, Nashville, TN
Map/Parcel 13315009500
Land located in Davidson County, Tennessee, being Lot Number 8 on the Plan of Travis Park, as of record in Book 3700, pages 61 and 62, as corrected in Book 4047, page 193, and as further amended in Book 4403, page 343, Register's Office for said County.
Said Lot Number 8 is described as follows: Said Lot Number 8 fronts 100 feet on the westerly side of Travis Drive and extends back 198.75 feet on the northerly line and 197 feet on the southerly line to a dead line, measuring 72 feet thereon.
AND
7 Travis Drive
Map/Parcel 13315014700
Land located in Davidson County, Tennessee, being Lot Number 10 on the Plan of Travis Park, as of record in Book 3700, pages 61 and 62, as corrected in Book 4047, page 193, and as further amended in Book 4403, page 343, Register's Office for said County.
Said Lot Number 10 fronts 110 feet on the westerly side of Travis Drive and extends back 198.95 feet on the southerly line and 201.7 feet on the northerly line to an alley, measuring 58.05 feet thereon.
AND
4021 Travis Drive, Nashville, TN
Map/Parcel 13315009700
Land in the Sixth Civil District of Davidson County, Tennessee, being Lot Number 12 on the Plan of Travis Park, as of record in Book 3700, pages 61 and 62, as corrected in Book 4047, page 193, and as further amended in Book 4403, page 343, Register's Office for said County, more fully described thus:
Beginning at a concrete monument in the southerly margin of Travis Drive, said monument being 345.0 feet from the northerly end of the westerly return at the intersection of Travis Drive and Welch Road; thence with the line between Lots 10 and 12 southwesterly a distance of 201.7 feet to a concrete monument in the northerly margin of a 25 foot alley; thence with said northerly margin North 33 deg. 07 min West a distance of 59.35 feet to a concrete monument; thence northeasterly with the line between Lots 12 and 14 a distance of 192.6 feet to a concrete monument in the southerly margin of Travis Drive; thence southeasterly along a 478.08 foot radius curve to the right a distance of 100 feet to the beginning.

Having been surveyed and a new Plat was recorded to consolidate, now being described as follows:

Land in the Twenty Sixth Councilmanic District of Davidson County, Tennessee, being Lot Number 6R, on the Final Plat - Consolidation Advanced Turf Solutions, Inc., Lots 6, 8, 10, and 12, of Travis Park, according to a survey prepared by Ragan-Smith Associates, Inc., 315 Woodland St., Nashville, TN. RLS No. 1571, Job No. 17-202, as revised on January 9, 2019, of record in Instrument No. 20190205-0010793, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Advanced Turf Solutions, Inc. By Deed from Paul Jones on January 10, 2018 of record in Instrument No. 20180111-0003939 Register's Office for Davidson County, Tennessee.

EXHIBIT "C"
AS-BUILT SURVEY



LOCATION MAP
NTS

DEED REFERENCE

BEING THE SAME PROPERTY CONVEYED TO ATS NASHVILLE INVESTMENTS, LLC FROM ADVANCED TURF SOLUTIONS, INC. BY WARRANTY DEED OF RECORD IN INSTRUMENT NUMBER 20190530-0051309 REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.

PROPERTY MAP REFERENCE

BEING PARCEL NUMBER 147.00 AS SHOWN ON DAVIDSON COUNTY PROPERTY MAP NUMBER 133-15.

PLAT REFERENCE

BEING LOT 6R AS SHOWN ON THE FINAL PLAT ENTITLED "ADVANCED TURF SOLUTIONS, INC." OF RECORD IN PLAT BOOK INSTRUMENT NUMBER 20190205-0010793, REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE COORDINATE SYSTEM OF 1983. GPS EQUIPMENT WAS USED TO DETERMINE THE POSITION OF TWO (2) CONTROL POINTS FOR THE SURVEYED PROPERTY TO ESTABLISH THE BASIS FOR BEARING FOR THE SURVEY
2. TYPE OF GPS EQUIPMENT USED: TRIMBLE MODEL R10 DUAL FREQUENCY RECEIVER. TYPE OF GPS SURVEY: TDOT NETWORK ADJUSTED REAL TIME KINEMATIC. THE AVERAGE POSITIONAL QUALITY IS 0.05
3. THIS PROPERTY IS CURRENTLY ZONED CS – (COMMERCIAL SERVICE) WITH AIRPORT AND CORRIDOR DESIGN OVERLAYS. MINIMUM YARD REQUIREMENTS TO BE DETERMINED BY CITY ORDINANCE.
4. BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN A FLOOD ZONE "A" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47037C0278H, WITH AN EFFECTIVE DATE OF APRIL 5, 2017, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT COMMUNITY NO. 470040, PANEL NO. 278, SUFFIX H, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DEFINES ZONE "A" UNDER "OTHER AREAS" AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
5. THIS SURVEYOR HAS BEEN FURNISHED WITH A COPY OF FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO. 16466, COMMITMENT DATE: JANUARY 11, 2018 AT 8:00 AM.

   SCHEDULE B – SECTION II OF THE TITLE COMMITMENT HAS DISCLOSED THE FOLLOWING SURVEY RELATED EXCEPTIONS:

   10) SUBJECT TO ALL COVENANTS, SUBDIVISION RESTRICTIONS, EASEMENTS AND OTHER MATTERS OF RECORD IN PLAT BOOK 3700, PAGE 61 & 62, SAID REGISTER'S OFFICE. AFFECTS SUBJECT PROPERTY. SHOWN HEREON.

   11) SUBJECT TO ALL OF THOSE FACTS, CONDITIONS AND LIMITATIONS SHOWN ON THE PLAT OF RECORD IN BOOK 3700, PAGE 61 & 62, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. REFERENCE IS HERE MADE TO SAID PLAT FOR A MORE COMPLETE DESCRIPTION OF THE TERMS AND DETAILS THEREUPON. AFFECTS SUBJECT PROPERTY. SHOWN HEREON.

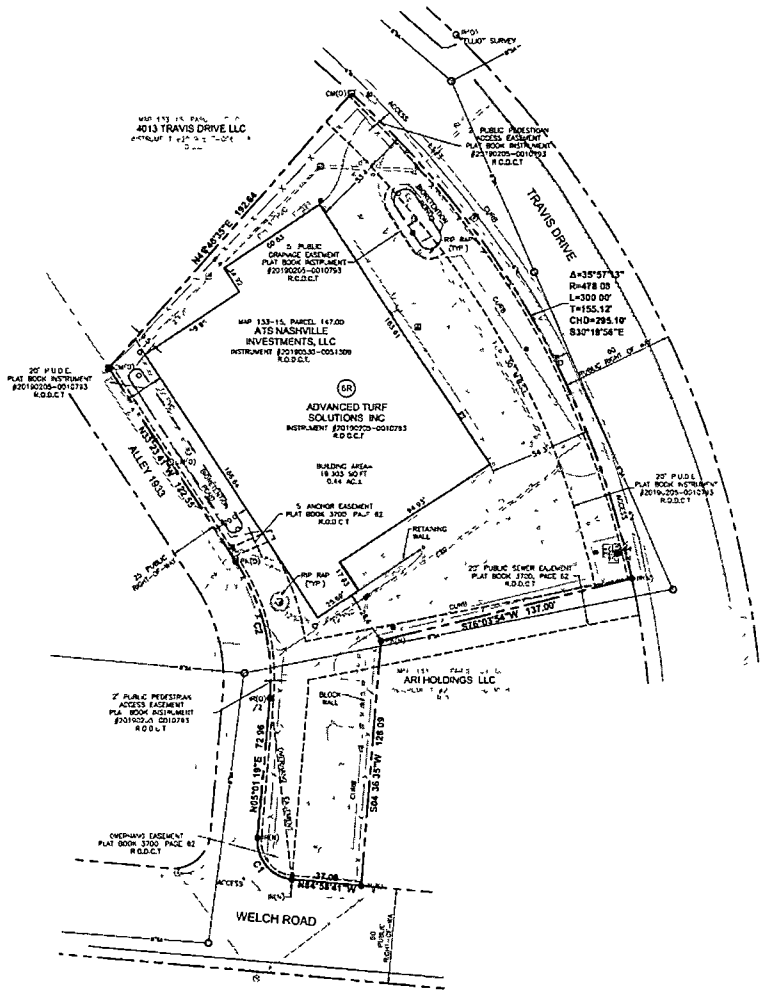
PROPERTY DESCRIPTION

PROPERTY LYING ON THE WEST SIDE OF TRAVIS DRIVE AND ON THE NORTH SIDE OF WELCH ROAD IN THE 26TH COUNCIL DISTRICT OF METROPOLITAN NASHVILLE DAVIDSON COUNTY TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING LOT 6R AS SHOWN ON THE FINAL PLAT ENTITLED ADVANCED TURF SOLUTIONS, INC." OF RECORD IN PLAT BOOK INSTRUMENT NUMBER 20190205-0010793 REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE TO WHICH PLAT IS MADE REFERENCE FOR A MORE COMPLETE DESCRIPTION.

LEGEND

○ CM(O)	CONCRETE MONUMENT (OLD)	⊕	UTILITY POLE
○ IR(O)	IRON ROD (OLD)	⊕→	UTILITY POLE W/ ANCHOR
● IR(N)	IRON ROD (NEW) (1/2" x 18" REBAR CAPPED "RAGAN SMITH & ASSOCIATES")	⊕—	UTILITY POLE W/ LIGHT
○ PK(O)	PK NAIL (OLD)	⊙	GAS VALVE
● PK(N)	PK NAIL (NEW)	◫	GAS METER
⊕	FIRE HYDRANT	◫	CABLE TV BOX
W	WATER VALVE	—E—	OVERHEAD ELECTRIC POWER LINE
▣	WATER METER	—P&T—	OVERHEAD POWER AND TELEPHONE LINES
⊠	STAINLESS WATER CONNECTION	—SA—	SANITARY SEWER LINE
⊛	IRRIGATION CONTROL VALVE	—W—	WATER LINE
■	CATCH BASIN/CURB INLET	—x—	FENCE
●	AREA DRAIN	RCP	REINFORCED CONCRETE PIPE
○	SANITARY SEWER MANHOLE	PVC	POLYVINYL CHLORIDE
⊙	SEWER CLEAN OUT	⊠	SEWER VALVE
•	BOLLARD	HC	HYDROCONE
M.B.S.L.	MINIMUM BUILDING SETBACK LINE	—GR—	GUARDRAIL
①	LOT NUMBER	P.U.D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT
R.O.D.C.T.	REGISTER'S OFFICE FOR DAVIDSON COUNTY, TN		CONCRETE SURFACE



TOTAL AREA = 54,399 SQUARE FEET OR 1.25 ACRES ±

UTILITY NOTE

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PROVIDED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CAVEAT/CAUTIONARY CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT PER THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT, THAT ANYONE WHO EXCAVATES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE NOR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 811

811 Know what's below. Call before you dig.

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHD BRG
C1	20.00'	31.42'	90°00'00"	20.00'	28.28'	N38°58'41"W
C2	112.50'	75.43'	38°25'00"	39.19'	74.03'	N14°05'05"W

SURVEYOR'S STATEMENT

TO: FIRST AMERICAN TITLE INSURANCE COMPANY, ATS NASHVILLE INVESTMENTS LLC.,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 7(b)(1), 8, 9, 11, 13, 16, 18, 19, AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 13, 2019.

I FURTHER CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH CHAPTER 0820-3 "STANDARDS OF PRACTICE" AS ADOPTED BY THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS, CONFORMS TO THE ACCURACY OF A CATEGORY 1 SURVEY AS DEFINED BY THE STANDARDS, AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:21,935.

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITY NAMED IN THIS CERTIFICATE AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON OR ENTITY.

RAGAN-SMITH ASSOCIATES, INC.

BY: _____
JOHN T. DARNALL, TN R.L.S. NO. 371

RAGAN•SMITH
LAND PLANNERS GIVIL ENGINEERS LANDSCAPE ARCHITECTS SURVEYORS
NASHVILLE | CHATTANOOGA | KNOXVILLE

JOHN T. DARNALL TENNESSEE NO. 371

4023 TRAVIS DRIVE
FOR
ATS NASHVILLE INVESTMENTS, LLC
26TH COUNCIL DISTRICT METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE

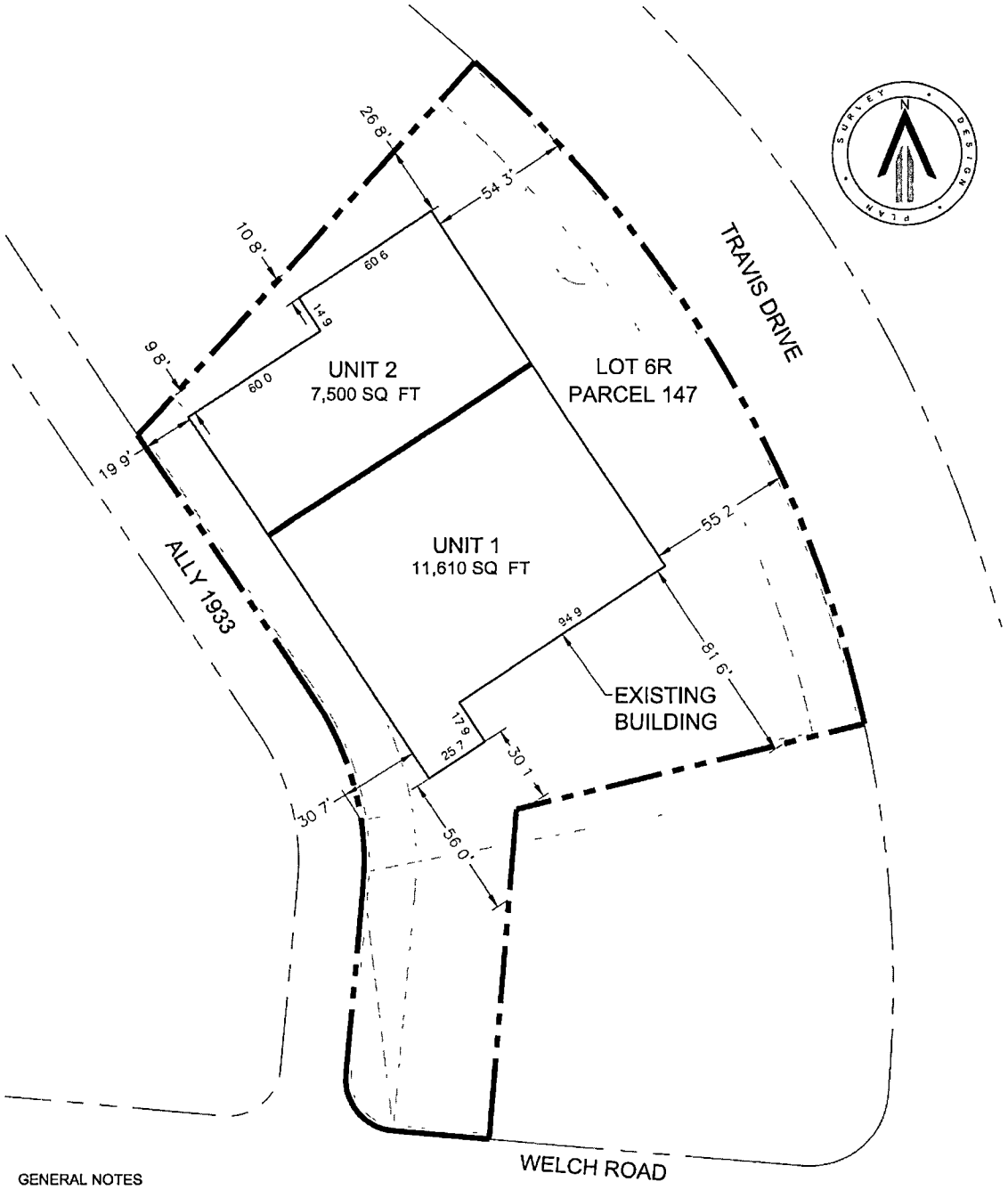
JOB NO	WK. ORDER
17202	1069
APPROVED	T. DARNALL
DRAWN	C. KLOCKE
SCALE	1"=30'
DATE	DECEMBER 9, 2019

NO.	REVISIONS

ALTA/NSPS LAND TITLE SURVEY

1 OF 1

EXHIBIT "D"
INTERIOR DEPICTIONS OF UNITS



GENERAL NOTES

1 THE PURPOSE OF THIS PLAN IS TO CREATE A HORIZONTAL PROPERTY REGIME BY DIVIDING THE EXISTING BUILDING INTO TWO UNITS

2 BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE "X" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO 47037C0378H, WITH AN EFFECTIVE DATE OF APRIL 5, 2017 SAID MAP DEFINES ZONE "X" UNDER "OTHER AREAS" AS AREAS DETERMINED TO BE OUTSIDE THE 0 2% ANNUAL CHANCE FLOODPLAIN

3 BEING A PORTION OF THE SAME PROPERTY AS CONVEYED TO ATS NASHVILLE INVESTMENTS LLC, BY WARRANTY DEED OF RECORD AS INSTRUMENT NUMBER 20190530005 1309 , REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE

4 BEING LOT 6R AS SHOWN ON THE PLAT ENTITLED "ADVANCE TURF SOLUTIONS INC " OF RECORD AS PLAT INSTRUMENT NUMBER 201902050010793 REGISTER'S OFFICE FOR DAVIDSON COUNTY TENNESSEE

5 BEING PARCEL 147 AS SHOWN ON DAVIDSON COUNTY PROPERTY MAP 147

CERTIFICATION
THIS IS TO CERTIFY THAT THIS PLAN CONTAINS THE INFORMATION REQUIRED BY T C A 66-27-309 PLATS AND PLANS DATE FEBRUARY 4 2022

NAME_____
TED STEVENSON TN LICENSE NO 2136

Drawing Title
EXHIBIT

Drawing No
1 of 2

Project No
23-0073

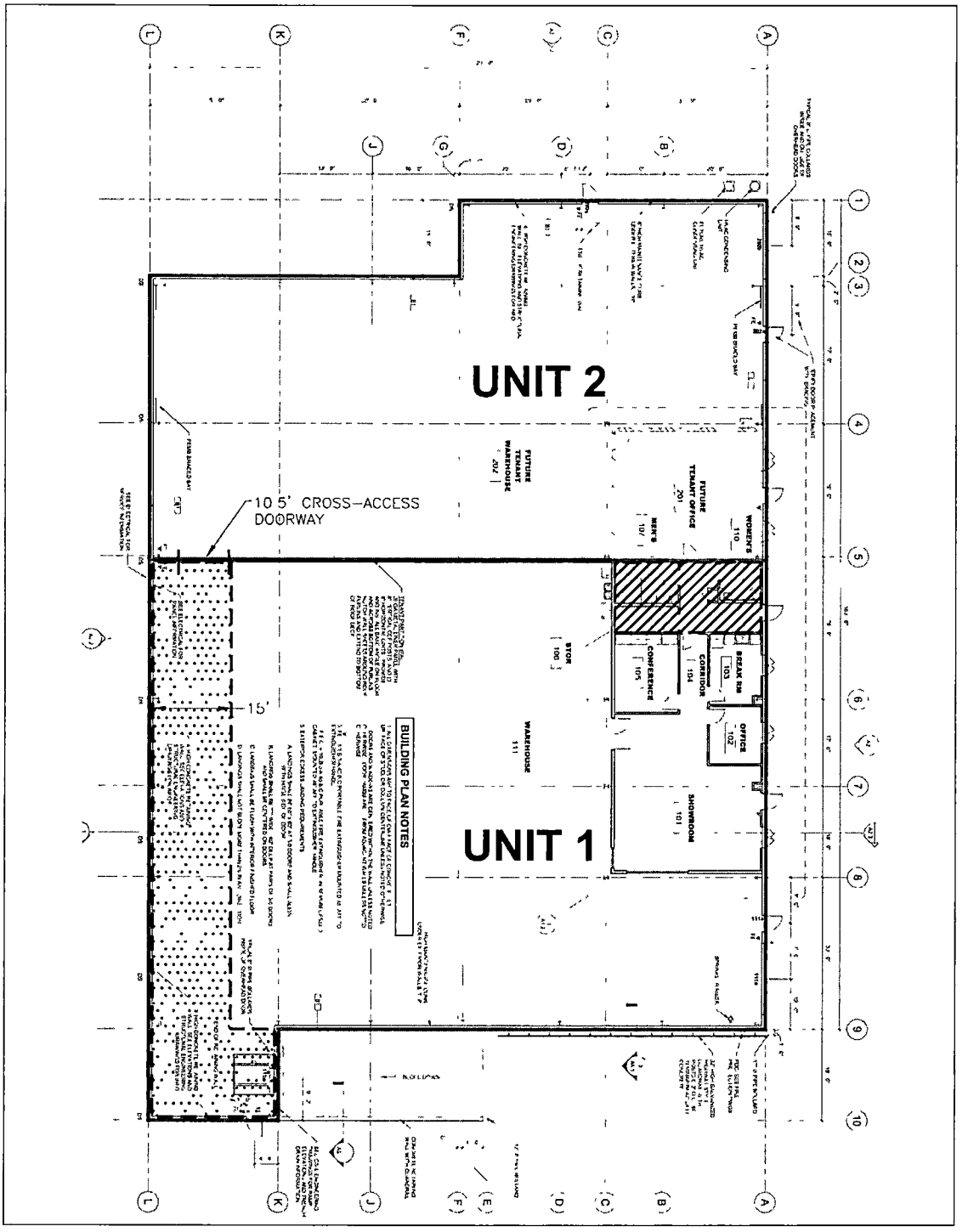
Scale 1" = 50'

Date MAY 15 2023

Approved By TJS

ADVANCED TURF SOLUTIONS
4023 TRAVIS DRIVE,
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

RaganSmith
315 Woodland Street
Nashville Tennessee 37206
615 244 8591, raganssmith com



COMMON AREA

15' LOADING DOCK ACCESS

Drawing Title
EXHIBIT

Drawing No
2 of 2

Project No
23-0073

Scale N T S

Date MAY 15, 2023

Approved By TJS

ADVANCED TURF SOLUTIONS
4023 TRAVIS DRIVE,
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

RaganSmith
315 Woodland Street
Nashville Tennessee, 37206
615 244 8591 ragansmith.com

EXHIBIT "E"
OWNERSHIP OF COMMON ELEMENTS AND ALLOCATION OF ASSESSMENTS, VOTING PERCENTAGE

UNIT #	STREET ADDRESS	PERCENTAGE INTEREST	VOTES	SQ.FT.
Unit #1		50%	1	11,610
Unit #2		50%	1	7,500
TOTAL:		**100%**	**2**	

EXHIBIT "F"
ARTICLES OF INCORPORATION

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

4023 TRAVIS COMMERCIAL CONDOMINIUM OWNERS ASSOCIATIC
4023 TRAVIS DR
NASHVILLE, TN 37211

June 14, 2023

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies

SOS Control # :	**001436389**	Formation Locale.	TENNESSEE
Filing Type.	Nonprofit Corporation - Domestic	Date Formed.	06/13/2023
Filing Date:	06/13/2023 2 11 PM	Fiscal Year Close·	12
Status	Active	Annual Report Due	04/01/2024
Duration Term·	Perpetual	Image # :	B1395-8570
Public/Mutual Benefit·	Mutual		
Business County.	DAVIDSON COUNTY		

Document Receipt

Receipt # 008178840	Filing Fee.	$100 00
Payment-Check/MO - DINKELSPIEL RASMUSSEN & MINK, PLLC, MEMPHIS, TN		$100 00

Registered Agent Address:
C T CORPORATION SYSTEM
300 MONTVUE RD
KNOXVILLE, TN 37919-5546

Principal Address:
4023 TRAVIS DR
NASHVILLE, TN 37211

Congratulations on the successful filing of your **Charter** for **4023 TRAVIS COMMERCIAL CONDOMINIUM OWNERS ASSOCIATION, INC** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (www.tn.gov/revenue) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

Processed By: Alexus Uqdah

FILED

ARTICLES OF INCORPORATION
4023 TRAVIS COMMERCIAL CONDOMINIUM OWNERS ASSOCIATION, INC.

TO THE SECRETARY OF STATE OF THE STATE OF TENNESSEE:

The undersigned person, pursuant to the provisions of § 48-51-101, *et seq.*, of the Tennessee Nonprofit Corporation Act, hereby adopt(s) the following Articles for the above listed corporation:

1. Name: The name of the corporation is: 4023 Travis Commercial Condominium Owners Association, Inc., a Tennessee non-profit corporation

2. Non-Religious Purpose and Mutual Benefit: The corporation is not a religious corporation. It is a mutual benefit corporation.

3. Name and Address of Initial Registered Agent. The street address and zip code of the corporation's initial registered office, the county in which the office is located, and the name of its initial registered agent are.

   CT Corporation System
   300 Montvue Road
   Knoxville, TN 37919

4. Name and Address of Each Incorporator The name and address of each incorporator is:

   M. Wayne Mink, Jr.
   1669 Kirby Parkway, Suite #400
   Memphis, Shelby County, Tennessee 38120

5. Initial Principal Office: The street address and zip code of the initial principal office of the corporation is:

   4023 Travis Drive
   Nashville, TN 37211
   E: greg@voehringerlaw.com

6. Non-Profit Status: The corporation is not for profit.

7. Members: The members of the corporation shall be the owners of record of Units, as more particularly described and created by that certain Declaration Establishing 4023 Travis Commercial Condominiums and Submitting 4023 Travis Commercial Condominiums to the Tennessee Condominium Act of 2008 (the "Declaration"), of record in the Register's Office of Davidson County, Tennessee Each Member shall be allocated one (1) vote in all matters before the membership.

8. Distribution of Assets upon Dissolution: Upon dissolution of the corporation, other than incident to a merger or consolidation, the assets of the Association shall be distributed amongst the Members of the corporation pursuant to their interests as provided in the Declaration.

9. Purpose: The purpose of the corporation shall be: **(i)** to contract for the operation, maintenance and preservation of the common areas, if any, owned, managed and

administered by the corporation, **(ii)** to assess and collect assessments, dues, and fees for the management, repair, operation, care and maintenance of the common areas from the Members of the corporation as more particularly described in the Bylaws of the corporation; **(iii)** to do all other things necessary and proper for the maintenance, repair, operation, use and enjoyment of the common areas by the members of the corporation; and **(iv)** to do all other necessary and proper things and acts permitted by law and the bylaws of the corporation.

10. Governance. The corporation shall be governed by the bylaws of the corporation and in compliance with the laws of the State of Tennessee.

11. Duration. The duration of the corporation shall be perpetual unless terminated earlier by the written consent of eighty percent (80%) of the Members

12. Limitation of Liability of Directors. Pursuant to Tenn Code § 48-52-106(d), as such may be amended from time to time, a director of this corporation shall not be liable to the corporation or its member for money damages for any action taken or any failure to take any action as a director except for liability for: **(i)** the amount of a financial benefit received by the director to which the director is not entitled; **(ii)** an intentional infliction of harm, **(iii)** a violation of Tenn. Code § 48-58-302, as such may be amended from time to time (regarding a director's standard of conduct); or **(iv)** an intentional violation of criminal law.

IN WITNESS WHEREOF, the undersigned hereby adopts the Articles and hereby set his hands this 12th day of June, 2023.

M. Wayne Mink, Jr., Incorporator

B1395-0571 08/15/2023 7:11 PM 2023071500

EXHIBIT "G"
BYLAWS OF THE ASSOCIATION

BYLAWS OF 4023 TRAVIS COMMERCIAL CONDOMINIUMS COMMUNITY CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND GUIDELINES

Section 1. NAME. The name of this Association will be the "4023 Travis Commercial Condominiums Owners Association, Inc , a Tennessee nonprofit corporation"

Section 2. GOVERNING LAW. The Association is and shall remain a non-profit corporation, governed by the provisions of the Tennessee Nonprofit Corporation Act, Tenn. Code § 48-51-101, *et seq* (the "Act"), as amended from time to time, except as otherwise provided in these Bylaws, and no part of the net earnings thereof shall inure to any individual Member, except as expressly provided in the Declaration Establishing 4023 Travis Commercial Condominiums and Submitting 4023 Travis Commercial Condominiums to the Tennessee Condominium Act of 2008 (the "Declaration"), dated May ___, 2023, of record in the Register's Office of Davidson County, Tennessee (the "Register's Office"), to which these Bylaws are an exhibit, or the Association's Articles of Incorporation

Section 3 NON-POLITICAL The Association shall not endorse or align with any political party or candidate for public office

Section 4 PURPOSES. The Association is formed to serve as the means through which the Members administer, manage, and operate 4023 Travis Commercial Condominiums as such term is defined in the Declaration, under the provisions of Act, as amended from time to time.

Section 5 PRINCIPAL OFFICE The initial principal office of the Association shall be located at 4023 Travis Drive, Nashville, Tennessee 37211, or such other place as may be designated by the Association

ARTICLE II
MEMBERSHIP

Section 1 MEMBERS Membership in the Association shall be limited to the Members as such term is defined in the Declaration

Section 2. VOTING RIGHTS. The Owner(s) of record in the Register's Office of each Unit within 4023 Travis Commercial Condominiums each shall be entitled one (1) vote for each Unit owned If a corporation, partnership, limited liability company, or any other such legal entity shall own a Unit, then such entity shall register with the Secretary of the Association the name and office of the individual who will represent such entity at any meeting of the Members and cast such entity's vote.

Section 3 ROSTER OF MEMBERSHIP The Secretary of the Association shall maintain a roster of the Membership entitled to vote at the meetings as hereinafter provided.

Section 4. PROXIES Every Member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary before being voted Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final

adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE III
BOARD OF DIRECTORS

Section 1. BOARD OF DIRECTORS In accordance with the requirement of Tenn Code § 48-58-103(a), the Association shall be governed by a Board of Directors consisting of three (3) persons (each being a "Director").

Section 2. MEMBERS OF BOARD OF DIRECTORS The Board shall consist of three (3) Directors, as required by the Tennessee Non-Profit Corporation Act Each Unit Owner will be a Director and will serve until such time as such Unit Owner conveys his or her Unit to another party (in which event said party shall become a Director) In the event more than one party should own a Unit, then such parties, amongst themselves, shall select a representative to serve as a Director, with such parties being permitted to change such Director representation upon written notice to the Secretary from time to time. In the event of a dispute amongst the owners of a Unit regarding the representation on the Board, the majority ownership of such Unit shall bind and determine the representation of such Unit (should there be a tie, then such Unit shall not be represented on the Board, nor shall any votes from such Unit be necessary for any action by the Board) The third (3rd) Director (the "Third Director") shall be elected by the Unit Owners to serve a three (3) year term The Third Director shall not be a Unit Owner but shall be an individual familiar with the operation of condominium regimes

Section 3. ELECTION OF OFFICERS BY BOARD OF DIRECTORS The Board of Directors shall elect a President, Secretary, and Treasurer (collectively, the "Officers") The Board of Directors may, in its discretion, from time to time by a majority vote remove a Director or an Officer from office with or without cause.

Section 4 QUORUM, VOTING. The attendance of all of the Directors of the Board except the Third Director shall constitute a quorum Except as otherwise provided herein, the Third Director shall not vote on matters before the Board. The approval of all of the Directors except the Third Director will be required for any binding action, except as otherwise provided herein Except as provided herein, each Director shall be entitled to one (1) vote on all matters before the Board of Directors. In the event of any dispute or tie vote in matter before the Board between the two (2) Unit Owner Directors, then the Third Director shall cast the tie-breaking vote All Unit Owners expressly agree to be bound by the decision of the Third Director made in such instances

Section 5 VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by the vote of the Members of the Association shall be filled by the vote of the majority of the remaining Directors or by the sole remaining Director. Each individual so elected shall serve as a Director until a successor is elected to fill the unexpired term at the next annual meeting of the Owners of the Association or at a special meeting of the Owners of the Association called for that purpose Any Director filling a vacant position shall serve until their successor is elected.

Section 6. NO COMPENSATION Directors shall serve without compensation.

Section 7. POWERS/DUTIES OF BOARD OF DIRECTORS Powers and duties of the Board of Directors shall include·

A. The appointment of the Architectural Control Committee (the "ACC"), if deemed necessary by the Board, and all other standing committees and chairpersons thereof. This power can be delegated to the President. All committees shall derive their direction from the Board of Directors.

B. The appointment of all persons or organizations to serve the Association, including, but not limited to, any professional management company.

C. The filling of vacancies on the Board of Directors until the next annual meeting, except with respect to vacancies on the First Board or that result from the removal of a Director by a vote of the Members.

D. The approval of expenditures of Association funds.

E. The establishment of policy for the Association.

F. The dissolution of all standing and other committees. This power can be delegated to the President.

G. The setting and collection of all annual and special Assessments provided in the Declaration

H. Such other powers and duties as given to them by the Members; or established by the Declaration; or which may be exercised for, on behalf of, and in the best interests of the Association.

I. Promulgation of reasonable rules and regulations (the "Rules and Regulations") in accordance with the Declaration after written notice to the Members.

Section 8. LIMITATION ON LIABILITY OF DIRECTORS. No Director shall be personally liable to the Association or its Members for monetary damages for a breach of fiduciary duty as a Director, except as otherwise provided in subparagraphs (i), (ii), and (iii) of Tenn. Code § 48-52-103(b)(3). The foregoing shall not eliminate or limit the liability of a Director for any act or omission occurring prior to the date when this paragraph becomes effective

ARTICLE IV
OFFICERS

Section 1. OFFICERS. Following the annual meeting of the Members, the Directors shall elect the following Officers: President, Secretary, and Treasurer Offices may be combined, meaning that one person may hold multiple positions at one time, provided that pursuant to Tenn Code § 48-58-401(d), as such may be amended from time to time, the same person may not be both the President and Secretary.

Section 2. PRESIDENT The President shall preside at all meetings of the Association and the Board of Directors and shall perform such duties as directed by the Board of Directors The President shall be the chief executive officer of the Association. He shall have all of the general powers and duties which are usually vested in the office of president of an association.

Section 3. SECRETARY. The Secretary, or another Board Member as designated, shall be the official custodian of all records of the Association except Membership records, shall keep the minutes of the Association and Board of Directors meetings, shall send all official correspondence in the name of the Association, and shall give all required notices. In no event may the President and Secretary be the same individual.

Section 4 TREASURER. The Treasurer shall keep and be responsible for all funds of the Association and shall keep the Membership records. The funds shall be deposited in an account in the name of the "4023 Travis Commercial Condominiums Owners Association, Inc." The Treasurer shall make a list of all Members which shall include each Member's name, and date joined The Treasurer shall provide a current membership list to the Secretary on a periodic basis. The President and Treasurer shall each, individually, have signature authority on bank accounts of the Association. All monies belonging to the Association shall be delivered to the Treasurer and all bills shall be submitted to the Treasurer for payment The Treasurer shall provide regular reports of transactions and prepare financial statements as directed by the Board of Directors In the event the Association is professionally managed, the Board may authorize such management company to have signature authority on bank accounts of the Association

Section 5 DUAL OFFICES A Director may also serve as an Officer and on the ACC.

Section 6. EXECUTION OF INSTRUMENTS Provided any such document has been approved by the Membership, if necessary and as provided herein, and evidence of such approval is kept with the Association's records, all agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by a resolution of the Board of Directors and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the President and Secretary All checks shall be signed by the Treasurer, or in his absence or disability, by the President or any duly elected assistant-treasurer or by such other person or persons as may be designated by resolution of the Board of Directors

ARTICLE V
MEMBERSHIP MEETINGS

Section 1. ANNUAL MEETING. The annual meeting of the Membership of the Association in each year shall be held between the months of January and April on the particular day, hour, and location as determined and designated by the Board of Directors Written notification of the Annual Meeting shall be given to the Members as provided in these Bylaws

Section 2. SPECIAL MEETINGS. Special meetings of the Membership for any purpose may be called (1) by the President or (2) by the Secretary upon written request of ten percent (10%) of the Membership Written notice of all special meetings stating the time, location, and objective thereof shall be given to the Members at least five (5) days before such meeting

Section 3. QUORUM The presence, either in person or by proxy, of Members representing all of the votes entitled to be cast shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of the Members If the number of Members at a meeting drops below the required quorum level and the question of a lack of quorum is raised, no business may thereafter be transacted. After two (2) successive meetings of the Members, held with due notice, at which a quorum is not obtained; howsoever many Members as may attend the third consecutive meeting shall constitute a quorum.

Section 4. NOTICE Written notice shall be given to all Members of annual and special meetings, stating the time, place, and purpose for which the meeting is called. Such notice shall be in writing and shall be mailed to each Member at his or her address as it appears on the books of the Association or may be delivered to his or her Unit not less than seven (7) days nor more than thirty (30) days prior to the meeting Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice.

ARTICLE VI
ASSOCIATION RESPONSIBILITIES

Section 1 INDEMNIFICATION. The Association shall indemnify every Officer and every Director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such Officer, or Director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which such Officer, or Director may be made a party by reason of being or having been an Officer, or Director, whether or not such person is an Officer, or Director at the time such expenses are incurred. The Officers, and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance or malfeasance 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, 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, including the provisions of the Act. The Association shall maintain adequate general liability insurance and, if obtainable, Officers' and Directors' liability insurance to fund this obligation.

Section 2 INSURANCE. The Association shall, as determined by the Board of Directors in its sole discretion, obtain, and maintain at all times as a common expense insurance as required by the Declaration.

ARTICLE VII
PROCEDURE

The President shall regulate and govern all debate and action by the Board of Directors and the Membership at any meeting in a manner which promotes a fair exchange of views and the efficient dispatch of business. When resort to rules of procedure becomes necessary, business may be governed by *Robert's Rules of Order*.

ARTICLE VIII
AMENDMENTS

Section 1. AMENDMENTS Amendments to these Bylaws may be effected as follows.

Section 2. BY THE ASSOCIATION. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either **(i)** by a majority of the Board of Directors of the Association or **(ii)** by not less than thirty-five percent (35%) of the Members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by the affirmative vote of all of the Membership interests of the Association. Records of all votes authorizing an amendment to these Bylaws shall be kept with the minutes of the Association.

Section 3 EXECUTION AND RECORDING In order to be effective an amendment must be **(i)** executed by the President and Secretary of the Association, with evidence authorizing such execution placed with the minutes of the Association and **(ii)** recorded in the Register's Office.

ARTICLE IX
FINANCES

Section 1 FISCAL YEAR The fiscal year of the Association shall commence on January 1st and end on December 31st of each year The Board of Directors may establish a different fiscal year and must notify each of the then existing Members of the change.

Section 2. DEPOSITORY AND CHECKS. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. All checks or demands for money and notes of the Association shall be signed by one (1) of the following Officers· President or Treasurer The Board of Directors, by resolution, may require more than one (1) signature. In addition, the Board may authorize its professional managing agent to have signature authority on the bank accounts of the Association.

Section 3 ANNUAL BUDGET. The Board of Directors shall propose an annual budget each year and may mail a copy of the Association's proposed annual budget of common expenses to each Member not less than ten (10) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting Such meeting of the Board of Directors shall be open to all Members. Copies of the annual budget shall be available to all Members upon request In the event an annual budget is not proposed, then the annual budget for the previous year shall be used by the Association.

Section 4 FIDELITY BONDS. The Board of Directors, in its sole and absolute discretion, may require fidelity bonds on all or any Officers, employees, and agents of the Association or the Board and any other persons responsible for funds of the Association. The Board of the Association shall determine the amount of such bonds Premiums on such bonds shall be paid by the Association.

ARTICLE X
NOTICES

Section 1 NOTICE Whenever, under the provisions of the Articles of Incorporation or these Bylaws, notice is required to be given to any Director or Member, it shall be construed to mean either personal notice, or notice given in writing by mail by depositing the same in the Post Office or letter box in a postpaid envelope addressed to such Director or Member as their name appears on the books of the Association.

Section 2. WAIVER OF NOTICE Whenever any notice is required to be given under the provisions of the Articles of Incorporation, the Declaration or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed to be equivalent to the required notice

ARTICLE XI
OFFICIAL RECORDS

The Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

A. The plans, permits, warranties, and other items provided by the Developer

B. A photocopy of the recorded Declaration and all amendments thereto

C A photocopy of the recorded Bylaws of the Association and all amendments thereto

D. A certified copy of the Articles of Incorporation and all amendments thereto

E A copy of the Association's current Rules and Regulations, if any.

F. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of the Members, which minutes shall be retained for a period of not less than seven (7) years

G A current roster of all Members, their mailing addresses, Unit identifications, voting certifications, e-mail addresses (if possible), and, if known, telephone numbers.

H All current insurance policies of the Association

I. A current copy of any management agreement, lease agreement, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility.

J. Bills of sale or transfer for all property owned by the Association.

K Accounting records for the Association according to generally accepted accounting practices

L. Voting proxies, which shall be maintained for a period of one year from date of the meeting for which the proxy was given.

ARTICLE XII
PARTIAL CONDEMNATION OF COMMON AREA

The Association, through the action of the Board of Directors, shall have the power to convey a portion of the Common Area to a condemning authority for the purpose of providing utility easements, right of way expansion, or other public purposes, whether negotiated or as the result of eminent domain proceedings.

ARTICLE XIII
MISCELLANEOUS

Section 1. CHOICE OF LAW These Bylaws have been executed in the State of Tennessee, and shall be construed, performed, and enforced in accordance with the laws of the State of Tennessee

Section 2. SEVERABILITY In the event any provision of these Bylaws shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of these Bylaws shall nonetheless remain in full force and effect so long as the substantial benefits of the parties to be derived from these Bylaws and the performance hereof are not materially and adversely affected by the elimination of such provision(s).

Section 3. ENTIRE AGREEMENT These Bylaws constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior negotiations, discussions, writings, and agreements.

Section 4. BINDING EFFECT The terms of these Bylaws and the respective covenants, provisions, terms, conditions, and agreements herein contained shall be binding upon the parties hereto, their heirs, devisees, successors, and assigns.

Section 5 CONFLICT WITH THE DECLARATION In the event there is any conflict between the terms and provisions of the Declaration and these Bylaws, the Declaration shall control

I certify that these Bylaws were adopted by the Association as of this 23rd day of June, 2023.

M. Wayne Mink, Jr , Incorporator