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DECLARATION OF CONDOMINIUM

FOR

CONDOS AT HAMPTON CORNER, A RESIDENTIAL CONDOMINIUM

This instrument prepared by:
MYERS LAW, PLLC
P O BOX 330382
NASHVILLE, TN 37205

Date. August 1, 2023

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DECLARATION OF CONDOMINIUM
FOR
CONDOS AT HAMPTON CORNER, A RESIDENTIAL CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM FOR CONDOS AT HAMPTON CORNER, A RESIDENTIAL COMDOMINIUM (the "Declaration") is made this 1st day of August 2023, by DARMESH PATEL, an individual resident of the State of Tennessee (the "Developer"), pursuant to the provisions of the Tennessee Condominium Act, Tenn. Code Ann §§ 66-27-201 et seq. (The "Act"), for the purpose of forming a residential condominium and establishing certain easements, covenants, and restrictions to run with the land:

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in the City of Nashville, Davidson County, Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, the property being submitted to condominium form of ownership pursuant to this Declaration is the property identified as Unit #1 of HAMPTON CORNER, a Master Condominium, and all limited common elements assigned to said Unit #1, as more specifically set forth in that certain Master Deed Establishing HAMPTON CORNER, a Master Condominium, of record in Instrument No. 20230706-0051591, Register's Office for Davidson County, Tennessee (hereinafter referred to as the "Master Deed");

WHEREAS, Developer desires to subject the real property described in Exhibit "A" (herein "Property") hereto, including the improvements thereof, to the provisions of this Declaration and to the Tennessee Condominium Act of 2008;

NOW, THEREFORE, Developer, upon recording hereof, does submit the Land, together with the improvements thereon, and owned by the Developer in fee simple absolute to the provisions of the Tennessee Condominium Act to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, improved, and in any other manner utilized subject to the provisions of the Act and subject to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Declaration, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division thereof into condominium ownership and all of which shall run with the land and shall be binding on all parties (including Owners as hereinafter defined) having or acquiring any right, title, or interest in the Property or any part thereof, and shall be for the benefit of each Owner of any portion of the Property or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest to the Owners thereof.

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Certain terms as used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefore.

(a) "Act" shall mean the Tennessee Condominium Act of 2008, Tenn. Code Ann. §§ 66-27-201 et seq.

(b) "Association" shall mean CONDOS AT HAMPTON CORNER, Condominium Association, Inc., a nonprofit corporation organized pursuant to the Tennessee Nonprofit Corporation Act, Tenn. Code Ann. §§ 48-51-101 et seq. as the same may be amended from time to time, of which all Owners shall be members and which corporation shall administer the operation, management, maintenance, control, and administration of the Property. The Association will be formed pursuant to the Charter to be filed with the Secretary of State of Tennessee.

(c) "Board of Directors" or "Board" shall mean the Board of Directors of the Association, elected pursuant to the By-Laws of the Association

(d) "By-Laws" shall mean the set of By-Laws, a copy of which is attached hereto as Exhibit B, recorded simultaneously with this Declaration providing for the self-government of the Property by the Association, and such amendments thereto as may be recorded from time to time.

(e) "Charter" shall mean the Charter of CONDOS AT HAMPTON CORNER, Condominium Association, Inc , a copy of which is attached hereto as Exhibit C.

(f) "Common Elements" shall mean all portions of the Condominium other than the Units including, but not limited to the following·

i. The Land,
ii The Parking Lot, including all entrances and exits and all equipment and fixtures serving only the Parking Lot;
iii All stairways and common hallways;
iv All storage spaces located outside the boundaries of individual residential areas;
v. All utilities or utility lines serving all of the Units or the Common Elements,
vi. All easements, rights, or appurtenances affecting or relating to the use of all of the Units or the Common Elements;
vii. All other elements (other than the Units) desirable or rationally of common use or necessary to the existence, upkeep, and safety of the Condominium;

(g) "Common Expenses" shall mean the expenses arising out of the ownership of the Common Elements for which the Owners are liable to the Association and shall include, but not be limited to, expenses of administration of the Property; expenses of insurance, expenses of maintenance, operation, repair, replacement, rehabilitation, restoration, renovation, and betterment of the Common Elements, any valid charge against the Property as a whole; and expenses declared to be Common Expenses by the provision of the Condominium Documents, as the same may be amended, from time to time, in accordance with the provisions thereof.

(h) "Common Surplus" shall mean the excess of all receipts of the Association including, but not limited to, assessments, rents, profits, and revenues over the amount of the Common Expenses.

(i) "Condominium" shall mean CONDOS AT HAMPTON CORNER, a Residential Condominium created under and pursuant to the Act

(j) "Condominium Documents" shall mean this Declaration and all the Exhibits hereto, the By-Laws, the Charter of the Association, as the same shall be amended from time to time, and the Rules and Regulations of the Association.

(k) "Developer" or "Declarant" shall mean DHARMESH S PATEL, his heirs, successors, and assigns, who shall receive by assignment from the Developer all, or a portion of its rights hereunder as such Developer, by an instrument expressly assigning such rights as Developer to such assignee and recorded in the Register's Office for Davidson County, Tennessee

(l) "Land" shall mean the parcel or tract of real estate described in Exhibit A to this Declaration submitted to the provisions of the Act

(m) "Limited Common Elements" shall mean a portion of the Common Elements designated as a Limited Common Element on the Plat, any amendment to the Plat, or by the terms of this Declaration, for the exclusive use of less than all Units and shall include, without limitation, any licenses, easements, or other contractual rights created herein, which benefit less than all Units.

(n) "Limited Common Expense" shall mean the expense arising from the maintenance or repair of a Limited Common Element for which the Unit Owners of the Units to which the Limited Common Element is appurtenant shall be liable to the Association. Limited Common Expense shall include, but not be limited to, the expense of maintenance, operation, repair, replacement, rehabilitation, restoration, renovation, and betterment of a Limited Common Element, and expenses declared to be Limited Common Expenses by the provisions of the Condominium Documents, as the same may be amended from time to time, in accordance with the provisions thereof.

(o) "Master Deed" shall mean that certain Master Deed Establishing HAMPTON CORNER, a Master Condominium, of record in Instrument No. 20230706-0051591, Register's Office for Davidson County, Tennessee.

(p) "Mortgage" shall mean any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose.

(q) "Mortgagee" or "Mortgage Holder" shall mean a holder or an insurer of a Mortgage who has given notice to the Association that it is the holder of a Mortgage affecting all or any part of the Condominium Property as hereinafter provided.

(r) "Occupant" shall mean any Person, including any Owner or Unit Owner, having a right to occupy or use all or any portion of a Unit for any period of time.

(s) "Owner" or "Unit Owner" shall mean and refer to every person or entity who is a record owner of a Unit, but shall not include a Person who is only a Mortgage Holder, provided, however, if a Mortgage Holder acquires title to the Unit through foreclosure or by deed of assignment in lieu of foreclosure or otherwise, such Mortgage Holder shall be deemed an Owner upon the acquisition of such ownership.

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

(u) "Plan" or "Plat" shall mean the as-built Plan showing the Units, the Common Elements, and the Limited Common Elements of the Condominium Property, attached hereto as Exhibit D, and made a part hereof for all purposes as such Plat may, from time to time, be amended.

(v) "Person" shall mean any natural person, corporation, limited liability company, firm association, partnership, trust, or other legal entity.

(w) "Property" or "Condominium Property" shall mean the Land and all improvements and structures erected, constructed, or contained therein or thereon, including all buildings, and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures, and equipment intended for the mutual use, benefit, or enjoyment of the Owners submitted to the provisions of the Act under this Declaration, as amended from time to time.

(x) "Rules and Regulations" shall mean those Rules and Regulations adopted from time to time by the Board of Directors of the Association that are deemed necessary for the enjoyment of the Condominium Property, provided they are not in conflict with the Act or the Condominium Documents.

(y) "Unit" shall mean that portion of the Condominium intended for individual ownership and use as more particularly described in this Declaration and shall include the undivided ownership in the Common Elements and the interest in any Limited Common Elements allocated to the Unit by this Declaration. It is intended that the term "Unit" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act. The Units are identified on the Plat and shall consist of the volumes or cubicles of space which lie between the lower, upper, and lateral or perimetrical boundaries described as follows:

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

1. The upper boundary shall be the plane of the exterior surface of the highest roof

2. The lower boundary shall be the plane of the exterior or lowest surface of the foundation of the Unit

11. *Perimetrical Boundaries*· The perimetrical boundaries shall be the vertical planes of the exterior surfaces of the building containing the Unit.

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

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01 **Description of Improvements and Identification of Units.** The Condominium Property shall consist of the Land and (i) a three-story building containing three (3) levels of residential space and (ii) certain other improvements A plat of the Land and improvements thereon and a graphic description of the Units, identifying each Unit, the Common Elements, and the Limited Common Elements and their relative locations and approximate dimensions, are set forth in the Plat of CONDOS AT HAMPTON CORNER, a Residential Condominium attached hereto as Exhibit D.

Section 2.02 **Amendment of Condominium Plan.** Developer reserves the right to change the interior design and arrangement of any Unit, to alter the boundaries between Units, and to increase or decrease the number of Units so long as the Developer owns the Units so altered. Changes in the boundaries between the Units, as hereinbefore provided, shall be reflected by an amendment to the Plat and, if necessary, an amendment to this Declaration An amendment to the Plat or the Declaration reflecting an alteration of the boundaries of the Units owned by Developer, need only be signed and acknowledged by the Developer and need not be approved by the Owners and Mortgagees, whether or not such approval may elsewhere be required herein; provided, however, that any change which shall result in a change in the undivided interest in Common Elements or Limited Common Elements or a change in the share of Common Expenses or Limited Common Expenses with respect to Owners of Units other than Developer at the time of such change or which shall result in the alteration of boundaries of Units (other than the common walls or ceilings separating the Units owned by the Developer) may not be made without an amendment of this Declaration approved by the Owners and Mortgagees in the manner elsewhere required herein.

Section 2.03 **Parking Spaces and Storage Spaces.** The Developer shall have the right to assign parking spaces and any storage spaces to Owners of Units for consideration as determined by Developer Use of the parking facilities located therein, and use of the storage spaces shall be in accordance with the Rules and Regulations of the Association. Developer shall have the right to use unassigned parking and storage spaces as provided in Section 6.07 herein.

Section 2.04 **Balconies, Patios, or Terraces.** Any balcony, patio, or terrace attached or directly accessible from a Unit shall be deemed part of such Unit.

Section 2.05 **Easements and Restrictions.** The Units, the Common Elements, and the Limited Common Elements shall be, and the same are hereby declared to be, subject to the restrictions, easements, conditions, and covenants prescribed and established in the Condominium Documents governing the use of the Units, Common Elements and Limited Common Elements and setting forth the obligations and responsibilities incident to ownership of each Unit and its appurtenant undivided interest in the Common Elements. Units, Common Elements, and Limited Common Elements are further declared to be subject to the restrictions, easements, conditions, and limitations now of record affecting the Condominium Property, as shown in the attached Exhibit "F " Additional easements established hereunder include the following

(a) Utility Easements Utility easements are reserved throughout the whole of the Property, including Units, as may be required for utility services (including, without limitation, water, sewer, gas, electricity, telephone, cable or satellite television, and other technological services) in order to adequately serve the Condominium Property.

(b) Utility Equipment. There may be utility equipment, which is appurtenant to the Units, but which is located on the Common Elements. An easement is hereby reserved in favor of each Unit for the purpose of placement, maintenance, repair, and replacement of said utility equipment by Developer and the Owners of the Unit.

(c) Easements for Ingress and Egress. The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual, nonexclusive easement of way over all roads, parking areas, walkways, halls, stairways, elevators, and other common areas in favor of all Owners for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of said Owners, subject to all restrictions in the Condominium Documents.

(d) Easement for Use of Leased or Acquired Property. Each Unit Owner shall have a nonexclusive easement for use of any property hereafter acquired by the Association for the common benefit of the Owners by purchase, lease, or otherwise for all normal and proper purposes for which the same are reasonably intended, subject to all restrictions in the Condominium Documents and the Rules and Regulations.

(e) Easements of Encroachments. To the extent that any Unit, Common Element, or Limited Common Element encroaches on any other Unit, Common Element, or Limited Common Element, whether by reason of any deviation from the Plat in the original construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement shall exist for the encroachment and/or the maintenance of the same, so long as the encroaching Unit, Common Element, or Limited Common Element stands. This easement, however, shall not relieve an Owner of liability for his or his agent's negligence, intentional acts, or willful and intentional misconduct in causing the encroachment. In the event any Unit, any adjoining Unit, or any adjoining Common Elements or Limited Common Elements shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then constructed, reconstructed, or repaired, encroachment of parts of the Common Elements or Limited Common Elements upon any Unit, or encroachment of any Unit upon any other Units, Common Elements, or Limited Common Elements resulting from such construction, reconstruction, or repair shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the encroaching improvements shall stand.

(f) Easement of Support. Each Unit and the Common Elements and Limited Common Elements shall have an easement of support from every other Unit, Common Elements, or Limited Common Elements which provide such support.

(g) Easement for Use of Limited Common Elements. Each Owner which has been allocated the use of Limited Common Elements shall have an easement for ingress and egress to and from such Limited Common Elements over the Common Elements, Limited Common Elements, and the hallways, walkways, stairs, elevators, and other common areas located within Units, as such areas may be relocated or re-configured from time to time to the extent such Owner has the duty to repair and maintain such Limited Common Elements, an easement to repair and maintain such Limited Common Elements. The Association is authorized to adopt rules and regulations regarding the use of such easements, including, but not limited to, the right to limit the areas of such easements and the time and manner of use.

(h) Easements Appurtenant to Units. The easements and other rights created herein for the Unit Owners shall be appurtenant to the Unit of that Owner, and all conveyances of title of the Unit shall include a conveyance of the easements and rights herein provided even though no specific reference to such easements and rights appear in such instrument. The Owners do hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purpose of evidencing all such easements created by the provisions hereof.

(i) Access Easements Benefiting the Association Declarant hereby declares, grants, creates, imposes, and establishes for the benefit of the Association and its Permittees a perpetual, non-exclusive easement for access, ingress, and egress to, from, over, under, and through the entire Property for the performance of its obligations and duties hereunder.

(j) Authority to Grant Easements. The Owners do hereby designate the Developer and/or Association as their lawful attorney-in-fact to execute any and all instruments on their

behalf for the purpose of evidencing all easements created by the provisions of this Section 2.05. Developer and/or Association shall have the right to grant such easements without the joinder of any Unit Owner.

Section 2.06 Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements with all other Owners, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of the Unit as herein provided, without hindering or encroaching upon the lawful rights of the other Owners, which rights shall be appurtenant to and run along with the Units. The extent or amount of such ownership shall be expressed by a percentage relating to each Unit and shall remain constant, unless changed in accordance with the provisions of Section 2.02 hereof or by the unanimous approval of all Owners and Mortgagees affected hereby. The percentage ownership in the Common Elements relating to each Unit is set forth on Exhibit E attached hereto and has been calculated based on square footage.

Section 2.07 Rights in or to Limited Common Elements. The Limited Common Elements appurtenant to any Unit shall be as described in this Declaration or shown on the Plat. The description shall be expressed by identifying the type of Limited Common Elements which are appurtenant to the Unit, if any, and the Owners of such Units (whether one or more than one Unit) shall have the exclusive right to use such Limited Common Elements so designated or described unless changed by the Developer as permitted in Section 2.02 hereof or by the unanimous approval of the Owners of the Units to which Limited Common Elements are appurtenant and their respective Mortgagees. Each Owner of a Unit to which the Limited Common Element is appurtenant shall have the right to use the Limited Common Element for all purposes incident to the use and occupancy of such Unit as herein provided without hindering or encroaching upon the lawful rights of the other Owners, which rights shall be appurtenant to and run along with the Units to which the Limited Common Elements are attached.

ARTICLE III
ORGANIZATION AND MANAGEMENT

Section 3.01 Management of the Condominium Property. Operation and administration of the Condominium Property shall be performed by the Association. The powers and duties of the Association shall include those set forth in the Act, the Tennessee Nonprofit Corporation Act, Tenn. Code Ann. §§ 48-51-101 et seq., this Declaration, the Charter, and the By-Laws, as the same may be amended from time to time.

Section 3.02 Members. The members of the Association shall consist of all record Owners of the Units. Change of membership in the Association shall be established by recording in the Register's Office for Davidson County, Tennessee, the deed, or other instrument establishing record title to a Unit in the Condominium Property, and the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby becoming a record Owner and a member of the Association. Membership of the prior Owner shall thereby be terminated. All present and future Owners, tenants, and occupants of the Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws, and the Rules and Regulations, as the same may be amended from time to time. The votes for a Unit shall be cast by the record Owner thereof or the duly authorized proxy of the record Owner in the manner provided in the By-Laws. Each Unit is allocated the percentage of the votes of the Association equal to the percentage ownership of the Common Elements appurtenant to such Unit as set forth in Exhibit E attached hereto.

Section 3.03 By-Laws. The By-Laws of the Association shall be in the form attached as Exhibit B to this Declaration and may be amended from time to time as set forth therein.

Section 3.04 Copies of Condominium Documents. The Association shall make available to Owners, Mortgagees, lenders, and prospective purchasers current copies of the Condominium Documents for inspection upon request during normal business hours or under other reasonable circumstances.

ARTICLE IV
ASSESSMENTS

Section 4.01 Liability, Lien, and Enforcement. The Association is given the authority to administer the operation and the management of the Condominium Property, it being recognized that the delegation of such duties to one entity is in the best interest of the Owners of all Units. To provide the funds necessary for such proper operation, the Association is hereby granted the right to make, levy, and collect annual assessments against the Owners of all Units to pay Common Expenses and such other expenses

which the Association is authorized to incur under the terms and conditions of this Declaration. The Association is also authorized to make, collect, and levy assessments against Unit Owners for reimbursement of expenses the Association is caused to incur by reason of any act of any Owner, their family members, guests, invitees, or tenants for damages of any nature and for penalties for rule violations. In furtherance of said grant of authority to the Association to make, levy, and collect assessments to pay the cost and expenses for the operation and management of the Condominium Property, the following provisions shall be effective and binding upon the Owners of all Units.

Section 4.02 Assessments.

(a) All assessments for the payment of Common Expenses shall be levied annually against the Owners of all Units, and unless specifically otherwise provided for in this Declaration, each Owner of a Unit shall bear the same percentage share of such assessment as the percentage share of ownership for the undivided interest in the Common Elements appurtenant to such Unit. The assessments for Common Expenses shall be payable over the course of the year in advance monthly installments commencing for all Units on the date determined by Developer after the date of purchase of a Unit or in such other installments and at such times as may be determined by the Board of Directors of the Association. To the extent the initial assessment includes charges for utilities and other costs which will not be incurred by the Association until a Unit is initially occupied, then the Association may make an equitable reduction in the amount of the regular assessment due from such Unit relating to such utility services and other costs as provided in Section 5.04.

(b) Assessments for the payment of Limited Common Expenses shall be levied against the Owners of those Units to which the Limited Common Elements are appurtenant unless the Board of Directors determines that it would be as equitable and more efficient to include certain Limited Common Expenses as Common Expenses. The assessments for Limited Common Expenses, if any, shall be payable in such installments and at such times as may be determined by the Board of Directors of the Association.

(c) The Association may assess the Owners of Units for the repair and maintenance of various components of the Common Elements or Limited Common Elements based on the usage of any component of the Common Elements or Limited Common Elements. Such assessments shall not be included in the assessment for Common Expenses but shall be payable in such manner and at such times as may be determined by the Board of Directors of the Association.

(d) Assessments for the expenses for maintenance, repair, and operation of the Parking Lot (the "Parking Lot Costs") shall be a Common Expense. Each Unit Owner shall bear the same percentage share of such assessment as the percentage share of ownership for the undivided interest in the Common Elements appurtenant to such Unit.

Section 4.03 Annual Budget. Within sixty (60) days prior to the beginning of each calendar year, the Board of Directors of the Association shall adopt a proposed annual budget for such calendar year, and such budget shall project the amount of funds for the forthcoming year which may be required for the proper operation, management, and maintenance of the Condominium Property, including reasonable allowances for contingencies and reserves for replacements. The Association shall not be required to include reserves for repairs and replacement if the provision for such reserves will result in tax liability to the Association for such revenues in excess of expenses. The Association shall also have the right to refund any assessments in excess of actual expenditures to avoid tax liability on such excess amounts. The budget shall consider any projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year Within thirty (30) days after adoption of such annual budget by the Board of Directors of the Association, copies of the budget shall be made available to each Unit Owner.

Should the Board of Directors at any time determine in the sole discretion of the Board of Directors that the assessments levied are or may prove to be insufficient for any reason including emergencies and non-payment of any Owner's assessment, the Board of Directors shall have authority to levy such additional assessments as it shall deem necessary in accordance with the applicable provisions of the Condominium Documents and the Act.

Section 4.04 Omission of Assessment. The omission by the Association, before the expiration of any year, to fix the assessments for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay

assessments or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed

Section 4.05 Detailed Records. The Association shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements, Limited Common Elements, and any other expenses incurred. The Association shall make available to Owners, Mortgagees, and lenders of any Unit the books, records, and financial statements of the Association. The Association shall make available to prospective purchasers the most recent annual audited financial statement of the Association, if such is prepared. "Available" means available for inspection upon request during normal business hours or under other reasonable circumstances.

Section 4.06 Payment of Common Expenses and Limited Common Expenses by Unit Owners. All Unit Owners shall be obligated to pay any assessment for Common Expenses and Limited Common Expenses adopted by the Board of Directors pursuant to the terms of this Article IV. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses or Limited Common Expenses by waiver of the use or enjoyment of any of the Common Elements, Limited Common Elements, or by abandonment of his Unit No Unit Owner shall be liable for the payment of any part of the Common Expenses or Limited Common Expenses assessed against his Unit subsequent to a sale or other conveyance by him of such Unit The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter, up to the time of conveyance without prejudice to the purchaser's right to recover from the selling Unit Owner the amounts paid by the purchaser therefor Whenever any Unit may be sold or mortgaged by the Owner thereof, which sale shall be concluded only upon compliance with the other provisions of this Declaration, the Association, upon written request of the Owner or purchaser of such Unit, shall furnish to the Owner, the purchaser, or any proposed Mortgagee a statement verifying the status of the payment of any assessment which shall be due and payable to the Association by the Owner of such Unit Any purchaser or proposed Mortgagee may rely upon such statement in concluding the proposed lease, purchase, or mortgage transaction, and the Association shall be bound by such statement. In the event that a Unit is to be sold or mortgaged when any assessment is outstanding against the Owner of such Unit and such assessment due the Association is in default, the purchase or mortgage proceeds shall first be paid by the purchaser or Mortgagee to the payment of any delinquent assessment or installment due the Association before the payment of proceeds to or on behalf of the selling Unit Owner. The provisions of this section shall not apply to Units owned by the Developer until a deed for such Unit has been delivered to a purchaser other than Developer.

Section 4.07 Default in Payment of Assessments.

(a) The payment of any assessment or installment thereof due the Association shall be in default if such assessment or any installment thereof is not paid to the Association on or before the due date for such payment When in default, the delinquent assessment or delinquent installment due the Association shall bear interest at the greater of (i) the maximum legal rate on judgments or (ii) 12%, but not to exceed the maximum rate allowed under applicable Tennessee law (the "Interest Rate"), and such late fees and penalties provided in the Rules and Regulations of the Association, until such delinquent assessment or installments and all interest due thereon has been paid in full. The Association shall have a lien against Units for delinquent assessments Such lien shall secure and does secure the monies due for all assessments then or thereafter levied against the Units, and such lien shall also secure interest, if any, which may be due on the amount of any delinquent assessment owing the Association. Such lien shall also secure all costs and expenses, including late penalties and attorneys' fees incurred by the Association in collecting delinquent assessments and enforcing the lien upon any Unit and its appurtenant undivided interest in the Common Elements. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages in the State of Tennessee, but the Association shall give reasonable advance notice of its proposed action to the Unit Owner, the Mortgagee, and all other lienholders of record of the Unit. The lien granted to the Association shall further secure such advances for taxes and payment on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect and preserve its lien. The Association shall further be entitled to interest at the Interest Rate on any such advance made for such purpose Subject to the provisions of Section 4 07(b), all persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any Unit, or who may be given or may acquire a mortgage, lien, or other encumbrance thereon are hereby placed on notice of the lien rights granted to the Association and shall acquire such interest in any Unit expressly subject to the lien.

(b) The lien herein granted to the Association shall be effective upon the recording of this Declaration in the Register's Office for Davidson County, Tennessee. No further recordation of any claim of lien for assessment under this section is required. Such lien shall include assessments, late fees, penalties, and other charges imposed by the Association for violations of this Declaration, the By-Laws, and the Rules and Regulations and shall include interest, costs, attorneys' fees, advances to pay taxes, and prior encumbrances and interest thereon, all as above provided.

Section 4.08 **Election of Remedies.** Institution of a suit at law to collect payment of any delinquent assessments shall not be deemed to be an election by the Association which shall prevent it from thereafter seeking enforcement of the collection by foreclosure of any sums remaining owing to the Association. Nor shall proceeding by foreclosure to affect such collection be deemed to be an election precluding the institution of a suit at law to collect any sum then remaining owing to the Association. The Association shall be entitled to bid at any sale held in connection with the foreclosure of the assessment lien and may apply as a cash credit against its bid all sums secured by the lien enforced.

Section 4.09 **Power of Sale to Enforce Assessment Lien.**

(a) For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Elements and the Limited Common Elements, the assumption of the obligations of Unit Owners as set forth in this Declaration by Unit Owners, their successors and assigns, the receipt of which is hereby acknowledged, and to secure the payment of assessments for Common Expenses and other assessments assessed against a Unit Owner by the Association as provided in this Declaration and By-Laws, interest, late charges, and attorney fees as provided herein, hereinafter collectively referred to as the "Secured Charges," a lien is expressly retained in favor of the Association on each and every Unit Owner's Unit and prorated interest in the Common Elements.

(b) For the purpose of better and more effectually securing the Secured Charges, rendering court proceedings unnecessary, for the enforcement of said lien, in the event of the nonpayment of the Secured Charges, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Unit Owners, their heirs, successors, administrators, and assigns, hereinafter referred to as Trustors, hereby transfer and convey unto Wessley Inscoe, Trustee, a resident of Davidson County, Tennessee, his successors and assigns, their respective Units with the appurtenances, estate, title, and interest thereto belonging upon the uses and trusts set forth in this Section 4.09.

(c) Trustors agree (i) to pay the Secured Charges when due, as provided in this Declaration; (ii) to pay, discharge, or remove any and all liens (except a first mortgage or deed of trust) which may be hereafter placed against their Unit and which shall adversely affect the lien of this instrument of enforcement of the terms and provisions hereof; (iii) to keep their respective Units in good repair and preservation; (iv) to comply with all of the terms and conditions of this Declaration and By-Laws and all rules and regulations of the Association; and (v) to pay, upon demand of Trustee or the Association, all the costs and expenses, together with reasonable attorneys' fees, of any court appearance or other proceedings required by Trustee, his successors, or the Association to enforce any provision of this Declaration and By-Laws or any rule and regulation of the Association. If any Trustor fails to do any of these things, then Trustee of the Association may do any or all of these things, and the amounts so paid shall bear interest at the highest rate allowed under applicable laws in effect, from time to time, from the day of payment and shall become a part of the Secured Charges secured hereby.

(d) If a Trustor shall pay the Secured Charges when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Unit. If the Secured Charges with respect to any Unit, or any portion thereof, are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said Unit, subject to the provisions of Section 4.07(b) hereof, at the front door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the statutory right of redemption, the equity of redemption, homestead, dower, and all exemptions and rights of every kind, which are hereby expressly waived; and the said 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 Association may, at any time after default in the payment of any of the Secured Charges, enter and take possession of said property and shall only account for the net rents actually received by it. It is further agreed that in the event the Association fails, before instructing Trustee to sell said Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property In case of sale hereunder, the proceeds will be applied by the Trustee as follows·

(1) First, to the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;

(2) Second, to the payment of all unpaid Secured Charges with respect to such Unit,

(3) Third, the residue, if any, will be paid to the Unit Owner of such Unit, his order, representatives, or assigns,

(e) In the case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in the writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

ARTICLE V
MAINTENANCE AND OPERATION OF THE CONDOMINIUM PROPERTY

Section 5.01 <u>The Association's Obligation to Repair</u>.

(a) The Association acting through the Board of Directors shall be responsible for the maintenance, repair, and replacement of the following, the cost of which shall be charged to all Unit Owners as a Common Expense.

(i) The Common Elements which by definition excludes the surfaces of all interior walls, floors, ceilings, entrance doors, and windows of a Unit

(ii) Incidental damage caused to a Unit by any work done by the Association.

(iii) Portions of Common or Limited Common Elements contained in the Units contributing to the support of the building, including outside walls and load bearing columns, excluding, however, interior wall, ceiling, and floor surfaces

(b) The Association shall be responsible for the maintenance, repair, and replacement of the exterior of the buildings containing and constituting a portion of the Units, including all components of the materials constituting the exterior surfaces and finishes of such buildings, exterior doors and windows of the Units, including the door frames, the window frames and related structures, all of which are part of the Units, the cost of which shall be assessed against the Unit upon which such work was performed as a special assessment.

(c) The Parking Lot shall be maintained and repaired by the Association and such costs shall be assessed to Owners of the Unit or Units as provided in <u>Section 4.02(d)</u>.

(d) The Association acting through the Board of Directors also shall be responsible for the maintenance, repair, and replacement of the Limited Common Elements, including but not limited to, the pools, fitness centers, and other recreational areas constituting

Limited Common Elements, the cost of which shall be charged to the Owners of Units to which said Limited Common Elements being maintained, repaired, or replaced are appurtenant, as a Limited Common Expense, except as follows:

(i) Unit Owners shall have the responsibility and bear the expense of the maintenance and repair of certain Limited Common Elements as provided in Section 5 02.

(e) If a Unit Owner fails to maintain and repair his Unit or any Limited Common Element as required by this Declaration, the Association may perform such maintenance and repair and assess the Unit Owner for all expenses incurred, together with up to a twenty percent (20%) service charge for the Association's services

(f) The Association shall inspect the Condominium Property at least annually for repair and maintenance requirements and shall promptly undertake the repair and maintenance thereof

(g) The Association shall perform all inspections and all maintenance work recommended pursuant to any maintenance manual provided to the Association by Developer. Failure to perform such inspections or maintenance work may void warranties applicable to the Condominium Property. The Board of Directors shall annually review compliance with the maintenance manual, and the minutes of the Board meeting shall reflect any exceptions to compliance with this maintenance manual and the board's plan to remedy any deficiencies

(h) This Section 5.01 shall not relieve a Unit Owner of liability for damage to the Common Elements, Limited Common Elements, a Unit of another person, adjacent property, or any other property damage caused by the Unit Owner of such Unit, their guests, invitees, lessees, or licensees as a consequence of an accident or the negligence, recklessness, or willful misconduct of such person. The cost of repair for any damage so caused by the Unit Owner of such Unit, their guests, invitees, lessees, or licensees shall be a special assessment against the Unit Owner. To the extent insurance proceeds from insurance policies maintained by the Association or by any Owner are available for the repair of any such damage, then any Owner otherwise liable for damage and repair expenses under the terms of this Section 5.01(h) shall be relieved to the extent of such insurance proceeds from such liability.

Section 5.02 Each Owner's Obligation to Repair.

(a) Except for those portions of the Units which the Association is required to maintain and repair, each Owner shall, at such Owner's expense, maintain his Unit in good tenantable condition and repair and shall be responsible for the repair, maintenance, and replacement, if necessary, of the following items in his Unit·

i The fixtures and equipment in his Unit, including the refrigerators, stoves, and all other appliances within the Unit; drains, sinks, plumbing and plumbing fixtures, and connections within the Unit and serving only the Unit, electrical panels, wiring, outlets, and electrical fixtures within the Unit; interior doors, interior surfaces of the window frames, screening, and glass, interior surface of all exterior doors, all wall coverings including paint, wallpaper, and light coverings, all floor coverings including carpeting, hardwood, vinyl, and ceramic tile within a Unit, all interior corridors, stairwells, and hallways within his Unit, and all elevator lobbies and entrance ways serving only his Unit

ii The plumbing, heating, air conditioning, and electrical systems serving only his Unit, whether located within or without the boundary of that Unit, including fuse boxes, wiring, flues, and all other plumbing, electrical, gas, or mechanical systems In the event any such system or a portion thereof is within another Unit or requires access to another Unit, the repair, maintenance, or replacement thereof shall constitute an assessment against the Unit Owner utilizing such system.

(b) Each Unit Owner agrees as follows

i. To perform all maintenance, repairs, and replacements which are his obligations under subparagraph (a) of this Section 5 02;

ii. To pay all utilities as herein provided and all taxes levied against his Unit;

iii. Not to make, or cause to be made, repairs to any plumbing, heating, ventilation, or air conditioning systems located outside his Unit but required to be maintained by him under subparagraph 5.02(a)(ii), except by licensed plumbers, electricians, or heating and air conditioning professionals authorized to do such work by the Association or its delegate;

iv. Not to make any addition or alteration to the Unit, the Common Elements, or Limited Common Elements or do any act that would impair the structural soundness, safety, or overall design scheme of any part of the Condominium Property or that would impair any easement or right of a Unit Owner without the prior written consent of the Association and all Unit Owners affected thereby;

v. Not to make any alteration, addition, improvement, decoration, repair, replacement, or change to the Common Elements, Limited Common Elements, or any outside or exterior portion of the Unit, including, but not limited to, altering in any way exterior doors, patios, balconies, or terraces, affixing out shutters to windows, or painting any part of the exterior part of the Unit without the prior written consent of the Association, provided that if such consent is granted, the Unit Owner shall use only a contractor approved by the Association who shall comply with all Rules and Regulations with respect to the work which may be adopted by the Association, and the Unit Owner shall be liable for all damages to another Unit or to the Common Elements or Limited Common Elements cause by any contractor employed by such Unit Owner or by the subcontractors or employees of such contractor, whether said damages are cause by negligence, accident, or otherwise; and

vi. To promptly report to the Association any defects or need for repairs for which the Association is responsible

(c) The Owner of a Unit may make any improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium.

(d) The Association shall be obligated to answer any request by a Unit Owner for any required approval of a proposed addition, alteration, or improvement (by painting or otherwise) within forty-five (45) days after such request, but its failure to do so within the stipulated time shall not constitute a consent of the Association to the proposed addition, alteration, or improvement. Any application to any governmental authority for a permit to make an addition, alteration, or improvement in or to any Unit shall be executed by the Association without, however, it incurring any liability on the part of the Board of Directors or any of them or the Association to any contractor, subcontractor, or materialman on account of such addition, alteration, or improvement or to any person having any claim of injury to a person or damage to property arising therefrom. The review by the Association under this Section 5.02 shall in no way make the Association liable for any alterations, additions, or improvements by any Unit Owner. Rather, such review is for purposes of aesthetics and control only. The Board of Directors shall have the right to appoint a committee to make recommendations to the Board regarding any request for review, however, the Board is not obligated to appoint a committee and is not obligated to follow the recommendation of the Committee. The provisions of this section shall not apply to Units owned by the

Developer until a deed for such Unit has been delivered to a purchaser other than Developer.

Section 5.03 Alterations, Additions, and Improvements by the Association. Except in the case of loss or damage to the Common Elements or Limited Common Elements, as contemplated by Article VIII of this Declaration, the Association shall not make any material structural alterations, capital additions, or capital improvements to the Common Elements or Limited Common Elements with a cost in excess of $100,000 (such sum to be increased by the cumulative percentage increase from the date of recording this Declaration in *The Consumer Price Index* published by the Bureau of Labor Statistics of the United States Department of Labor, US City Average, All Items, or if such index is not available, a comparable index selected by the Board of Directors of the Association (the "CPI Factor")) (other than for the purpose of replacing, restoring, or rehabilitating portions of the Common Elements or Limited Common Elements in accordance with this Declaration) unless the same is authorized by the Board of Directors of the Association and ratified by the affirmative vote of the voting members casting not less than 75% of the total votes of the members of the Association present at any regular or special meeting of the Unit Owners called for that purpose at which a quorum is present. The cost of the foregoing shall be assessed against the Owners of Units as provided in Article IV hereof except as otherwise provided in this Section 5.03. Where any alterations or additions as aforesaid are exclusively or substantially exclusively for the benefit of the Unit Owners requesting the same, then the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owners exclusively, or substantially exclusively, benefiting therefrom, and the assessment shall be levied in such proportions as may be determined to be fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively, or substantially exclusively, benefit Unit Owners requesting the same, said alterations and additions shall be made only when authorized by the Unit Owners exclusively, or substantially exclusively, benefiting therefrom. Alterations, improvements, or repairs of an emergency nature may be made upon authorization by a vote of the majority of the Directors available for consultation if the same is necessary and in the best interest of the Unit Owners

Section 5.04 Utilities. Each Unit Owner shall be required to pay all charges for the utilities serving his Unit, including electricity, water, sewer, gas, cable television, telephone service, and other technological services used or consumed in his Unit The utilities only serving the Common or Limited Common Elements shall be separately metered to the extent reasonably practical and paid by the Association as a Common or Limited Expense. The Association shall have authority, however, with regard to any utility, to use a common meter, pay the cost of such utilities used or consumed in the Units, and have the costs thereof apportioned among the Units based upon the Common or Limited Common Expense liability, use of the utility, or any other formula the Association may deem appropriate.

ARTICLE VI
RESTRICTIONS ON USE OF UNITS, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS

Section 6.01 Rules and Regulations of the Association. The Association is authorized to promulgate, amend, and enforce Rules and Regulations concerning the operation and use of the Condominium, provided that such Rules and Regulations are not contrary to or inconsistent with the Act and the Condominium Documents A copy of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner, prior to the time they become effective. All present and future Unit Owners, tenants, occupants of the Units, and any person who uses any part of the Condominium Property in any manner are subject to and shall comply with the provisions of the Condominium Documents and the Rules and Regulations. The acquisition, rental, or occupancy of a Unit or the use of any part of the Condominium Property by any person shall constitute his agreement to be subject to and bound by the provisions of the Condominium Documents and Rules and Regulations. Such provisions shall be deemed to be enforceable as equitable servitudes and covenants running with the land and shall bind any person having at any time, any interest or estate in such Unit as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. The Association may promulgate enforcement provisions for violation of any Rule or Regulation by a Unit Owner, their family members, guests, invitees, lessees, or renters, including the payment of penalties for such violations.

Section 6.02 Restrictions on Use. The use of the Condominium Property is subject to the following restrictions:

(a) Except for uses and easements specifically reserved or set forth in this Declaration, all Units are hereby restricted to residential use The parking is restricted to parking in assigned spaces or spaces specifically allocated for the Condominium, as designated on the Plat, for the parking of passenger vehicles, which may include pick-up trucks,

sport utility vehicles, and motorcycles, that fit within defined striping and do not encumber the neighboring parking spaces, provided, however, representatives and agents of Declarant shall be entitled to park such vehicles required or useful during the construction or repair of either Unit as provided herein.

(b) There shall be no obstruction of the Common Elements or Limited Common Elements nor shall anything be kept or stored in the Common Elements or Limited Common Elements (except in designated storage spaces assigned by Developer, balconies and terraces appurtenant to any Unit pursuant to the Rules and Regulations), nor shall anything be constructed on, affixed to, or removed from the Common Elements or Limited Common Elements, nor shall the Common Elements or Limited Common Elements in any other way be altered without the prior written consent of the Association

(c) No immoral, improper, offensive, or unlawful use shall be made of any Unit, Common Elements, Limited Common Elements, or any part thereof, and all laws, zoning ordinances, and regulations of all governmental authorities having jurisdiction over the Condominium Property shall be observed

(d) No Owner shall permit anything to be done or kept in his Unit or in the Common Elements or Limited Common Elements which will result in any increase of fire or hazard insurance premiums or the cancellation of insurance on any part of the Condominium Property or which would be in violation of any law. No waste shall be committed to the Common Elements of Limited Common Elements.

(e) No sign of any kind shall be displayed to the public view on or from any part of the Condominium Property without prior written consent of the Board of Directors of the Association except signs temporarily used by the Developer in the selling or leasing of the Units.

(f) No noxious or offensive activities shall be carried on, nor shall anything be done on, any part of the Condominium Property which, in the judgment of the Board of Directors of the Association, may be or become an unreasonable annoyance or nuisance to the other Unit Owners

(g) No Owner shall cause or permit anything to be placed on the Common Elements or Limited Common Elements immediately surrounding the Units. No sign, awning, canopy, window air condition unit, shutter, or other fixture shall be affixed to or placed upon the exterior walls or roof of any building, the Limited Common Elements, or any part of the Common Elements without the prior written consent of the Board of Directors of the Association, except as permitted pursuant to Section 6 02(f) The location of any satellite television dishes is subject to the provisions of the Rules and Regulations

(h) No clothes, sheets, blankets, laundry of any kind, flags, banners, holiday lights or lighted signage, or other articles shall be hung out or exposed from or on any part of the Common Elements or Limited Common Elements. The Common Elements and Limited Common Elements shall be kept clear of rubbish, debris, and other unsightly materials.

(i) Applicable building codes require that any clothes dryer installed in the Units must have specified venting characteristics. Accordingly, Unit Owners may replace their clothes dryers only with dryers meeting the required building code specifications.

Section 6.03 **Right of Access.** Each Unit Owner grants a right of access to his Unit to the Association and any other person authorized by the Association for the purpose of making inspections; correcting any condition originating in his Unit threatening other Units, Common Elements, or Limited Common Elements; performing installations, alterations, or repairs to the mechanical or electrical services or other Common Elements within his Unit, if any, to enforce any provision of the Condominium Documents provided that requests for entry are made at least 24 hours in advance, and such entry is at a time reasonably convenient to the Unit Owner In case of emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not. Each Unit Owner further grants an easement and right

of access to his Unit to the Developer, Developer's agent, or other authorized representative who is not Developer's agent for the purpose for the purpose of (i) making all repairs required by any warranty delivered to the Unit Owner at the closing of any such Unit or to resolve any claim of such Owner; and (ii) making repairs to other Units or to the Common Elements or Limited Common Elements To the extent that damages are inflicted on the Common Elements, Limited Common Elements, or any Unit through which access is taken, the Unit Owner, Developer, or the Association, if it caused the same, shall be liable for the prompt repair thereof.

Section 6.04 Limitation of Liability. The Association shall not be liable for any failure of water or power supply, telephone, security, fire protection or other services to be obtained by the Association or paid for out of the Common Expense funds; for problems resulting from the operation or lack of operation of sewer lines servicing the Condominium property; or for injury or damage to a person or property caused by the natural elements or resulting from electricity, water, snow, or ice that may leak or flow from any portion of the Common Elements, Limited Common Elements, or any wire, pipe, drain, conduit, appliance, or equipment. However, this provision does not relieve the Association from maintenance responsibility or for damage to the Units or Limited Common Elements arising from or related to water intrusion from the Common Elements on account of maintenance or lack thereof. The Association shall not be liable to the Owner of any Unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements or Limited Common Elements. The Association does not warrant security or control of access to the Condominium. No diminution or abatement of the Common Expense assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, the Limited Common Elements, any Unit, from any action taken by the Association to comply with any law, ordinance, or the order or directive of any municipal, other governmental, or judicial authority; or the dispossession of the Unit Owner by reason of fire or other casualty, except to the extent covered by insurance.

Section 6.05 Abatement of Violations. The violation of any Rule or Regulation adopted by the Board of Directors of the Association or breach of the provisions of the Condominium Documents shall give the Developer, the Association, or any Unit Owner the right, in addition to any other right or remedy elsewhere available, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. All expenses of such actions or proceedings against a defaulting Owner, including court costs, attorneys' fees, and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate on judgments until paid, shall be charged to and assessed against such defaulting Owner, and the Association shall have a lien for all the same upon the Unit of such defaulting Owner. Nothing herein contained shall prevent an Owner from maintaining such an action or proceeding against the Association, and the expense of any action to remedy a default of the Association shall be a Common Expense if a court of competent jurisdiction finds the Association to be in default as alleged in such action or proceeding

Section 6.06 Failure of the Association to Insist on Strict Performance; No Waiver. Failure of the Association to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or the Condominium Documents, to exercise any right or option herein contained, to serve any notice, or to institute any action shall not be construed as a waiver or a relinquishment from the future performance of such term, covenant, condition, or restriction, but such term, covenant, condition, or restriction shall remain in full force and effect. The receipt by the Association of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed to be a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and approved by the action of the Board of Directors of the Association.

Section 6.07 Use by Developer and Declarants

(a) Subject to the rights of the Mortgagees hereunder, neither the Owners, the Board of Directors of the Association, nor their use of the Condominium Property or application of this Declaration shall interfere with the completion of the contemplated improvements and sales of the Units Subject to the rights of the Mortgagees hereunder, the Developer and the declarants may make such use of any Unit owned by such party, the Limited Common Elements, and the Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of sales office, management office, and model units, the showing of the Condominium Property, the Units, and the display of signs thereon and therein. These special declarant rights exist so long as Developer owns any Unit in the Condominium for sale in the ordinary course of business. The Developer expressly reserves the right to lease any Unit which it may own in the Condominium Property on such terms as it may deem proper and desirable and may transfer Units subject to such leases.

(b) Developer reserves the right to assign parking spaces to Owners of any Unit and to charge such Owners for the assignment of such parking spaces. The right to use such assigned spaces may be further assigned by such Owners only to Owners of other Units. Notice of any such assignments of parking spaces must be delivered in writing to the Association and recorded in the Register's Office for the County in which the Condominium Property is located Developer shall have the right to use any parking spaces that have not been assigned by Developer to other parties Developer may assign all of its rights to any unassigned parking spaces to any party on such terms as determined by Developer provided all such assignees from Developer shall be liable for the proportion of the Parking Lot Costs attributable to such parking spaces as determined under Section 4.02(d).

ARTICLE VII
RIGHTS OF MORTGAGEES

Section7.01 Notification of Mortgagees Required. Upon written request to the Association identifying the name and address of the Mortgagee and the Unit, any Mortgagee shall have the right to be given written notification by the Association of (a) any sixty (60) day default by the Owner of the Unit, covered by the Mortgage, in the payment of assessments or in any other provision of the Condominium Documents; (b) any material loss to or taking of the Common Elements or Limited Common Elements; (c) material damage to a Unit covered by the Mortgage, (d) any condemnation of all or a portion of the Condominium Property; (e) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, (f) any proposed action that requires the consent of a specified percentage of Mortgagees, if such Mortgagee has given notice to the Association of its interest in the Condominium; and (g) any proposed amendment of the Condominium Documents affecting a change in. (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Unit, or (iv) the purposes to which any Unit or Common Elements are restricted.

Section 7.02 Rights of Inspection. Mortgagees shall have the right to examine the Condominium Documents, the books and records of the Association or the Condominium Property, and to receive annual reports, other financial data, and, upon request, an annual audited statement within ninety (90) days following the end of any fiscal year of the Association. Such information shall be available for inspection upon request during normal business hours or under other reasonable circumstances. Additionally, upon the written request of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or the Department of House and Urban Development, the Association shall prepare and furnish, within a reasonable time, an audited financial statement of the Association for the immediately preceding fiscal year.

Section 7.03 Priority of Mortgagees.

(a) Any lien which is or may be created hereunder upon any Unit, including, but not limited to, the lien created for assessments under Section 4 07 hereof and the right to foreclose the same, is and shall be subject and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any first Mortgage upon such interest made in good faith and for value and recorded, provided that after the foreclosure of any such mortgage, there may be a lien created pursuant to Section 4.07 hereof on the interest of the purchaser as an Owner after the date of such foreclosure sale to secure all assessments hereunder. After the date of such foreclosure sale, said lien, if any, shall be claimed and shall have the same effect and be enforced in the same manner provided herein.

Notwithstanding the above, the lien created pursuant to Section 4 07 hereof is prior to any first Mortgage to the extent of the Common Expense assessments based on the annual budget which would have become due in absence of acceleration during the six months immediately preceding institution of an action to enforce the lien Also, such lien shall be prior to any Mortgage to the extent of amounts secured by such lien prior to the recording of the Mortgage.

(b) No provision of this Declaration, the Charter, the By-Laws, or the Rules and Regulations shall be construed to grant to any Unit Owner, or to any other party any

priority over any rights of the Mortgagees of the Units pursuant to their Mortgages in the case of distribution to Unit Owners of the insurance proceeds or condemnation awards for losses or a taking of Units, the Common Elements, the Limited Common Elements, or any portion thereof.

(c) As provided in the Act, all assessments, property taxes, and other charges imposed by any taxing authority which may become liens prior to Mortgage shall be separately assessed against and collected on each Unit as a single parcel and not on the Condominium Property as a whole.

(d) No breach of the covenants, conditions, or restrictions herein contained shall defeat or render invalid the lien of any Mortgage made in good faith for value, but all said covenants, conditions, and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or otherwise.

Section 7.04 Request for Protection by Mortgagees. Whenever the holder of any Mortgage desires the benefit of the provisions of this Article VII to be applicable to it, it shall serve written notice of such fact upon the Association by registered or certified mail Said notice shall be addressed to the Association and actually mailed to its address stated herein identifying the Unit upon which it holds a Mortgage or identifying any Units owned by it together with sufficient, pertinent facts to identify any Mortgage which may be held by it Said notice shall designate the place to which the notices are to be given by the Association to such Mortgagee.

ARTICLE VIII
CASUALTY LOSS AND INSURANCE

Section 8.01 Responsibility of Owners: Separate Insurance Coverage.

(a) The Owner of each Unit may, at his expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects, any improvements and additions to the Unit made by such Owner after the initial sale of the Unit, and other property belonging to such Owner and may, at his expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such Owner's Unit or upon the Common Elements or Limited Common Elements. Risk of loss of or damage to any furniture, furnishings, and personal property belonging to or carried on the person of the Owner or which may be stored in any Unit or in or upon Common Elements or Limited Common Elements shall be borne by the Owner of each Unit. All furniture, furnishings, and personal property constituting a portion of the Common Elements or Limited Common Elements and held for the joint use and benefit of all Owners of Units shall be covered by such insurance as shall be maintained in force and effect by the Association as hereinafter provided. Each Owner shall be required to notify the Association of all improvements made by the Owner to his Unit the value of which is in excess of $5,000. All insurance obtained by the Owner of each Unit shall, whenever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other Owners, the Association, Developer, and their respective servants, agents, employees, and guests.

(b) Any Owner who obtains an individual insurance policy covering any portion of the Condominium Property other than personal property belonging to such Owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after the purchase of such insurance In the event casualty insurance maintained by an Owner causes a decrease in the amount of the insurance coverage maintained by the Association for the benefit of all Owners on a casualty loss to the Condominium Property, by reason of proration or otherwise, the Owner so maintaining such insurance shall be deemed to have assigned to the Association the proceeds collected on such policy for loss or damage to the Condominium Property Such proceeds shall be paid directly to the Association by the insurer. Any such insurance proceeds shall be applied and distributed by the Association in accordance with this Article VIII.

Section 8.02 Insurance to be Maintained by the Association.

(a) Hazard Insurance. The Association shall obtain and maintain at all times a policy or policies of multi-peril type hazard insurance, including insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with

respect to other condominium projects similar in construction, design, and use, insuring the Condominium Property against loss or damage by the perils of fire, lightning and those perils contained in extended coverage, vandalism, and malicious mischief endorsements. If the Condominium Property is located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards, the Board shall, to the extent obtainable, insure the insurable property included in the Condominium Property against the perils of flood under the National Flood Insurance Act of 1968 and acts amendatory thereto. The amount of insurance coverage shall be determined on a replacement cost basis in an amount not less than 100% of the then current replacement cost of the improvements which constitute the Condominium Property, including the Common Elements, Limited Common Elements, Units as initially sold by Developer, or any Sub Declarant (but excluding land foundations, excavations, and other items usually excluded from such insurance coverage). Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association or the Insurance Trustee (hereinafter defined) as trustee for the use and benefit of the individual Owners (without naming them), and their Mortgagees as their interest may appear Periodically, prior to the renewal of any such policy or policies of insurance, the Association may obtain an opinion or an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the Common Elements, the Limited Common Elements, and the Units for the amount of insurance to be obtained pursuant hereto. The cost of any such opinion or appraisal shall be a Common Expense All such policies of insurance shall comply with the provisions of Section 8.03 hereof and shall (i) contain standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of each Unit, if any, as their respective interest may appear; and (ii) provide that the insurance shall not be invalidated by any act or neglect of any Owner.

(b) Public Liability and Property Damage Insurance. The Association shall obtain and maintain at all times a comprehensive policy or policies of public liability and property damage insurance in such amount (but not less than $1,000,000) and in such form as shall be deemed appropriate by the Board of the Association to protect said Association and the Owners of all Units Such policy shall provide coverage for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements and Limited Common Elements and for legal liability resulting from employment contracts to which the Association is a party.

(c) Workmen's Compensation Insurance. If necessary, the Association shall obtain and maintain at all times a policy or policies of workmen's compensation insurance to meet the requirements of the laws of the State of Tennessee.

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

(e) Other Insurance The Association shall obtain and maintain such other insurance coverage as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interest of the Association and the Owners of all Units.

Section 8.03 Governing Provisions. All insurance obtained and maintained by the Association, as provided in Section 8.02 above, shall be governed by the following provisions:

(a) All policies shall (i) comply with the hazard and casualty insurance requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association as they shall apply to condominium loans; and (ii) be written with a company licensed to do business in the State of Tennessee having, to the extent practical and available, a financial rating of Class V or better and a general policyholders rating of "A" or better by Best's Insurance Reports or other then comparable rating. To the extent that the provisions of this Declaration, with respect to the maintenance of insurance, shall conflict with the hazard and casualty insurance requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, then the requirements of the Federal Home Loan Mortgage

Corporation and the Federal National Mortgage Association shall control, and such requirements shall be complied with by the Association.

(b) Exclusive authority to adjust all claims under the policies hereafter in force on the Condominium Property shall be vested in the Association or its authorized representatives.

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

(d) The Association shall be required to make every effort to secure insurance policies that will provide for the following:

i A waiver of subrogation by the insurer as to any claims against the Association, the Board of Directors, the Developer, or the Owners;

ii An agreement by the insurer that the insurance coverage cannot be terminated or materially changed without thirty (30) days' prior written notice to the Association and the Mortgagee of each Unit;

iii. The insurance coverage will be primary, even if a Unit Owner has other insurance that covers the same loss; and

iv. No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

Section 8.04 **Premiums and Deductibles.** Premiums for insurance policies purchased by the Association shall be paid by the Association, and the cost of all hazard insurance shall be allocated to the Units according to the respective cost of obtaining hazard insurance covering each Unit as determined by the Association The cost of any other insurance shall be allocated to the Units on the basis of the respective cost of such insurance to the extent such allocation may be determined by the Association. The cost of hazard insurance relating to the Parking Lot shall be assessed as a Parking Lot Cost, as provided in Section 2 03. All other insurance costs shall be assessed as Common Expenses, except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy, or abandonment of a Unit, its appurtenances, the Common Elements, or Limited Common Elements by an Owner shall be assessed against that Owner. Any deductible incurred by reason of a loss or claim under any insurance policy purchased under this Article VIII shall be paid by the Owners of the Unit affected by the loss If the loss affects more than one Unit, such deductible shall be allocated between such Units in proportion to the size of their respective losses, as determined by the Association. All other deductibles shall be paid by the Association unless such loss or claim was caused by any Unit Owner, lessee, guest, or invitee thereof, or resulted from the use, misuse, occupancy, negligence, or abandonment of a Unit or any portion thereof as determined by the Association In such event, the Owner from whose Unit Owner the cause originated will be responsible for the deductible under the Association's insurance policy

Section 8.05 **Insurance Trustee.** The Association may engage the services of a bank or trust company authorized to do trust business in the State of Tennessee, having a capital and surplus of not less than $50,000,000, to act on its behalf as an insurance trustee ("Insurance Trustee") and to receive and disburse the insurance proceeds in accordance with the provisions of this Declaration. In the event the lowest of two bids from reputable contractors for making all repairs required by any such loss shall exceed $100,000, as increased by the CPI Factor, the Association, upon written demand of the Mortgagee of any Unit, shall engage the services of a bank or trust company to act as Insurance Trustee as aforesaid The Association, as a Common Expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. The Insurance Trustee shall be liable only for its willful misconduct, bad faith, or gross negligence and then for only such money which comes into the possession of the Insurance Trustee. Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to Owners of Units, and their Mortgagees, as their respective interests may appear, or to any other party for repair, replacement, or reconstruction of property, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath, which will be provided to said Insurance Trustee upon request made to the Association. Such certificate is to certify unto said Insurance Trustee the name of the Owner of each such Unit, the name of the Mortgagee

who may hold a Mortgage encumbering each such Unit, and the respective percentages of any distribution which may be required to be made to the Owner of any such Unit and his respective Mortgagee, as their respective interests may appear, or to certify the name of the party to whom payments are to be made for repair, replacement, or reconstruction of all or a portion of the Condominium Property. The rights of the Mortgagee of any such Unit under any standard mortgage clause endorsement to such policy shall, notwithstanding anything to the contrary therein or in any Mortgage contained, at all times be subject to the provisions hereof with respect to the application of insurance proceeds for reconstruction of the damaged Condominium Property. No provision hereof shall entitle an Owner or any other party to any priority over a Mortgagee with respect to the distribution of any insurance proceeds with respect to any such Unit

Section 8.06 **Loss to Common Elements Only.** In the event of the loss of or damage to only Common Elements, real or personal, by reason of fire or other casualties, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association or the Insurance Trustee, as the case may be, to cover such loss or damage shall be applied to the repair, replacement, or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement, or reconstruction of such Common Elements, then such excess insurance proceeds shall be paid by the Insurance Trustee to the Owners of all Units, the distribution to be separately made to the Owner of each Unit and his respective Mortgagee, as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the Owner of each Unit and his Mortgagee shall bear the same ratio to the total excess insurance proceeds as the undivided interest in the Common Elements appurtenant to each Unit bears to the total undivided interest in the Common Elements appurtenant to all Units If there is no insurance coverage for such loss or damage, or if it appears that the insurance proceeds covering the fire or casualty loss or damage payable to the Association or the Insurance Trustee are not sufficient to pay for the repair, replacement, or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Association shall pay, or shall deposit with the Insurance Trustee, as the case may be, a sum, which together with the insurance proceeds received or to be received, if any, will enable said Insurance Trustee or the Association, as the case may be, to completely pay for the repair, replacement, or reconstruction of any loss or damage, as the case may be. The Association may levy and collect an assessment against the Owners of all Units in an amount which shall provide the funds required to pay for said repair, replacement, or reconstruction.

Section 8.07 **Loss to Common Elements, Limited Common Elements, and/or Units.** In the event of loss of or damage to Common Elements, Limited Common Elements, or any Unit by reason of fire or other casualty, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association or Insurance Trustee, as the case may be, to cover such loss or damage shall be first applied to the repair, replacement, or reconstruction of the Common Elements, then to the repair, replacement, or reconstruction of the Limited Common Elements Any Remaining insurance proceeds shall be applied to the repair, replacement, or reconstruction of any Unit which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement, or reconstruction of the Common Elements, the Limited Common Elements, and any Units sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the Owners of all Units and to their Mortgagees, as their respective interests may appear. Such distributions are to be made in the manner and in the proportions as are provided for the distribution of insurance proceeds under Section 8 06 above. If there is no insurance coverage for such loss or damage, or if it appears that the insurance proceeds covering the fire and casualty loss or damage payable to the Association or the Insurance Trustee, as the case may be, are not sufficient to pay for the repair, replacement, or reconstruction of the loss or damage, or that the insurance proceeds, when collected, will not be sufficient, then the Board of Directors of the Association shall, based on reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement, or reconstruction among the Common Elements, the Limited Common Elements, and any Units sustaining any loss or damage. If the proceeds of said fire or casualty insurance, if any, are sufficient to pay for the repair, replacements, or reconstruction of any loss of or damage to the Common Elements and Limited Common Elements but are not sufficient to repair, replace, or reconstruct any loss of or damage to any Units sustaining damage, then the Association shall levy and collect an assessment from the respective Owners of the Units sustaining any loss or damage, and the assessment so collected from said Owners shall be deposited with the Association or the Insurance Trustee, if applicable, so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the repair, replacement, or reconstruction of all Common Elements, Limited Common Elements, and Units. In said latter event, the assessment to be levied and collected from the Owners of the Units shall be apportioned among such Owners in such manner that the assessment levied against each Owner of a Unit shall bear the same proportion to the total assessment levied against all of said Owners of Units sustaining loss or damage as the cost of repair, replacement, or reconstruction of each Owner's Unit bears to the cost applicable to all Units sustaining loss or damage. If the fire or casualty insurance proceeds, if any, payable to the Association or the Insurance Trustee are not an amount which will pay for the complete repair, replacement, or reconstruction of the Common Elements and Limited

Common Elements, it being recognized that such insurance proceeds are to be first applied to the payment for repair, replacement, or reconstruction of said Common Elements and Limited Common Elements before being applied to the repair, replacement, or reconstruction of any Unit sustaining loss or damage, then the cost to repair, replace, or reconstruct said Common Elements and Limited Common Elements in excess of available fire and casualty insurance proceeds shall be levied and collected as an assessment from the Owners of all Units in the same manner as would be levied and collected had the loss or damage sustained been solely to the Common Elements and Limited Common Elements and the fire or casualty insurance proceeds had been insufficient to cover the cost of repair, replacement, or reconstruction The cost of repair, replacement, or reconstruction of each Unit sustaining loss or damage shall then be levied and collected by assessment against the Owners of the Units sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between Owners of the Units sustaining loss or damage.

Section 8.08 Estimates of Repair: Plans and Specifications; Payment of Assessments. In the event of loss or damage to the Condominium Property, the Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost of restoring the damaged property to a condition as good as that which prevailed before such loss or damage. The estimate of repair shall be based upon the plans and specifications of the original buildings, as reflected on Exhibit D to this Declaration as the same may from time to time be amended, or such other plans and specifications, as may be approved by the Board of Directors of the Association, by all of the Owners of the damaged Units, by not less than seventy-five percent (75%) of the Owners of all Units, including the Owners of damaged Units, and by the approval of Mortgagees representing fifty-one percent (51%) of the total allocated votes of the Units subject to Mortgages held by Mortgagees. The Association shall be appointed as attorney-in-fact for each Unit Owner for the purpose of representing the Unit Owners in any proceeding, negotiation, settlement, or agreement arising from any loss or damage to the Condominium Property. Such estimates are to contain and include the cost of any professional fees and premiums for such bonds as the Board of Directors of the Association may deem to be in the best interest of the membership of said Association. Whenever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of repair, replacement, or reconstruction thereof, the additional money required to completely pay for such repair, replacement, or reconstruction of said loss or damage, whether to be paid by all of the Owners of Units or only by the Owners of Units sustaining loss or damage, or both, as herein provided, shall be paid to the Association and deposited with the Insurance Trustee, if any, not later than thirty (30) days from the date on which the Association or the Insurance Trustee, as the case may be, shall receive the monies payable from the policies of fire and casualty insurance.

Section 8.09 Reallocation of Interest in Common Elements After Partial Destruction. No reallocation of ownership interests in the Common Elements resulting from a partial destruction of the Condominium Property may be affected without the approval of Mortgagees representing fifty-one percent (51%) of the total allocated votes of Units subject to Mortgages held by Mortgagees.

ARTICLE IX
CONDEMNATION

Section 9.01 Condemnation Considered a Casualty Loss. The taking of a portion of a Unit, the Common Elements, or the Limited Common Elements by eminent domain shall be deemed to be a casualty loss, and, except as otherwise provided in Section 9.02 below, the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be applied and distributed by the Association in accordance with the provisions of Article VIII. Even though the awards may be payable to the Owners, the Owners shall deposit the awards with the Association or Insurance Trustee, as the case may be, and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special assessment shall be made against a defaulting Owner in the amount of his award, or the amount of such award shall be set off against the sums hereinafter made payable to such Owner. If any Unit, or portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Mortgagee of such Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition, as provided in Section 7.01, and no provision hereof shall entitle the Owner of such Unit or other party to priority over such Mortgagee with respect to the distribution of any award or settlement to the Owner of the Unit.

Section 9.02 Partial Condemnation. In the event that the Condominium Property is not to be terminated and one or more Units are taken in part, the taking shall have the following effects:

(a) If the taking reduces the size of a Unit and the remaining portion of that Unit can be made tenantable, the award for the taking for a portion of the Unit shall be used for the following purposes in the order stated, and the following changes shall be affected in the Condominium Property:

i. The Unit shall be made tenantable, and if the cost of such work exceeds the amount of the award, the additional funds shall be assessed against the Owner of the Unit.

ii The balance of the award, if any, shall be distributed to the Owner of the Unit and the Mortgagee of the Unit, as their respective interests may appear

iii. If there is a balance of the award distributed to the Owner and the Mortgagee, the share of the Common Elements appurtenant to the Unit shall be equitably reduced. This shall be done by reducing such share by the proportion which the balance of the award so distributed bears to the market value of the Unit immediately prior to the taking and then recomputing the shares of all Owners in the Common Elements as percentages of the total of their shares as reduced by the taking.

(b) If the taking destroys or so reduces the size of a Unit so that it may not be made tenantable, 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 affected in the Condominium Property:

i. The market value of such Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each Mortgagee of the Unit, as their respective interests may appear.

ii. The remaining portion of such Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Owners in the manner approved by the Board of Directors of the Association; provided, however, that if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner required further improvement of the Common Elements under Section 5.03 above.

iii. The shares in the Common Elements appurtenant to the Units which continue as a part of the Condominium Property shall be equitably adjusted to distribute the ownership to the Common Elements among the reduced number of Owners. This shall be done by recomputing the shares of such continuing Owners in the Common Elements as percentages of the total of the shares of such Owners as they exist prior to the adjustment.

iv. If the amount of the award for taking is not sufficient to pay the market value of the condemned Unit to the Owner and to restore the remaining portion of the Unit in condition 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 Owners who will continue as Owners of the Units after the changes in the Condominium Property affected by the taking Such assessment shall be made in proportion to the share of such Owners in the Common Elements after the changes affected by the taking.

(c) If the market value of a Unit prior to the taking cannot be determined by agreement between the Owner, the Mortgagee, and the Association within thirty (30) days after notice by any such party that agreement cannot be reached, such value shall be determined by three independent, qualified appraisers. One appraiser shall be selected by the Association, one appraiser shall be selected by the Owner and Mortgagee, and the third appraiser shall be selected by the two appraisers so appointed, and the fair market value of the Unit shall be deemed to be the average of the two appraisals of the fair market value of the Unit made by said appraisers having the least difference in amount. The cost of such appraisal shall be assessed against all Owners in the shares of the Owners in the Common Elements as they existed prior to the changes affected by the taking.

(d) Changes in the ownership of the Common Elements and in the share of liability for Common Elements which are affected by eminent domain shall be evidenced by an amendment of this Declaration which needs to be approved only by a majority of the Board of Directors of the Association

ARTICLE X
TERMINATION

Section 10.01 Destruction of the Condominium Property.

(a) Notwithstanding anything to the contrary contained in this Declaration, if the Board of Directors shall determine that either of the following conditions exist;

i. Units with two-thirds (2/3) or more of the Common Elements appurtenant thereto shall have been destroyed or substantially damaged by fire or other casualty (including condemnation); or

ii. The Condominium Property has been in existence in the excess of forty (40) years and substantially all of the Units in the structure have substantially deteriorated and have been rendered substantially obsolete,

then the Board of Directors may call a meeting of the Members of the Association to consider and vote upon whether to restore, repair, and/or rebuild the Condominium Property, and if not, whether to terminate the Declaration and remove the Condominium Property from the provisions of the Act If the termination of the Declaration and the removal of the Condominium Property from the provisions of the Act is approved by the affirmative vote of at least eight percent (80%) of the votes of the Association and by Mortgagees of Units owning at least sixty-seven percent (67%) of the Common Elements after notice given, as provided in Section 7 01 hereof, this Declaration and plan of condominium ownership established herein shall be subject to termination as provided in the Act, and the Association shall be authorized to file on behalf of and in the name of the Unit Owners a petition for such termination and removal with the Circuit Court of Davidson County, Tennessee If less than eighty percent (80%) of the Owners of all Units and/or less than sixty-seven percent (67%) of the Mortgagees vote in favor of terminating the Condominium Property as herein provided, the Condominium Property shall be restored, repaired, and/or rebuilt in accordance with the provisions of Sections 8.06, 8 07, and 8 08 above.

(b) In the event that the Circuit Court of Davidson County shall grant the petition for termination of this Declaration and the plan of condominium ownership, as provided in subparagraph (a) above, all of the Owners of Units shall be and become tenants in common as to ownership of the Land and any, then remaining improvements thereon. The undivided interest in the Land and remaining improvements held by the Owner of each Unit shall be the same as the undivided interest in the Common Elements which were formerly appurtenant to such Unit, and the lien of any Mortgage or other encumbrance upon each Unit shall attach to the percentage of undivided interest of the Owner of a Unit in the Land and then remaining improvements as above provided. Upon termination of this Declaration and the plan of condominium ownership established herein, the Owners of all Units still inhabitable shall, within sixty (60) days from the date of grant of the petition, deliver possession of their respective Units to the Association. Upon such delivery of possession, the Owners of inhabitable Units and their respective Mortgagees, as their interests may appear, shall become entitled to participate proportionately together with all Owners of uninhabitable Units in the distribution of proceeds in the possession of the Association or the Insurance Trustee. Upon such termination of this Declaration and the plan of condominium ownership established herein, the Association or the Insurance Trustee, as the case may be, shall distribute any insurance indemnity which may be due under any policy of casualty insurance to the Owners of the Units and their Mortgagees, as their respective interests may appear, such distribution to be made to the Owner of each respective Unit in accordance with his, then undivided interest in the Land and remaining improvements as herein provided The Land and any remaining improvements thereon shall be subject to all easements of record, except the easements created in the Condominium Documents. The assets of the Association, upon termination of the plan of

condominium ownership created by this Declaration, shall then be distributed to the Owner of each respective Unit and his Mortgagee, as their respective interests may appear, in the same manner as is above provided for the distribution of any final insurance indemnity.

Section 10.02 Termination by Consent. Except in the event of this Declaration and plan of condominium ownership established herein being terminated as provided above, this Declaration and said plan of condominium ownership may only be otherwise terminated by the consent of all of the Owners of all Units and all parties holding Mortgages, liens, or other encumbrances against any of said Units in which event the termination of the Condominium Property shall be evidenced by a deed in compliance with the Act, executed in writing by all of the aforesaid parties in recordable form, and such instrument shall be recorded in the Register's Office for Davidson County, Tennessee

Section 10.03 The Association Appointed as Attorney-In-Fact for Unit Owners. The Association shall be appointed as attorney-in-fact for each Unit Owner for the purpose of representing such Unit Owners in any proceeding, negotiation, settlement, or agreement arising from the termination of this Declaration and plan of condominium ownership established herein

ARTICLE XI
AMENDMENT

Section 11.01 Amendments by Developer. Without limiting the rights of the Developer to alter the plans as described in Section 2 02 above, and notwithstanding any other provision herein contained, the following provisions shall be deemed to be in full force and effect.

(a) The Developer reserves the right to amend the By-Laws of the Association until such time as Developer relinquishes control of the Association as provided in Section 12.01 below

(b) The Developer reserves the right to amend this Declaration so long as there is no Unit Owner other than the Developer.

(c) The Developer reserves the right at any time to amend this Declaration without the consent of the other Owners if required by any Mortgagee as a condition of making a loan secured by an interest in a Unit in order to meet the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, provided that any such changes or amendments requested by a Mortgagee shall not materially affect the rights of the Unit Owners or the value of the Unit or the undivided interest in the Common Elements attributable to each Unit Owner.

Section 11.02 Amendments by Unit Owners. At such time as there is a Unit Owner other than the Developer, then, in addition to the amendments permitted under Section 11.01 above, this Declaration may be amended in the following manner

(a) A proposal to amend this Declaration may be considered at any meeting of the members of the Association called for that purpose in accordance with the provisions of the By-Laws, provided that the Association provides prior written notice of such meeting to the Mortgagees, as provided in Section 7.01 above. The proposal to amend the Declaration must be approved by the affirmative vote of the members representing not less than sixty-seven percent (67%) of the total allocated votes of the Association and by the affirmative vote for the Mortgagees representing fifty-one percent (51%) of the total allocated votes of the Units subject to Mortgages to the extent the approval of Mortgagees are required for such amendment by the then requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the Department of Housing and Urban Development.

(b) Notwithstanding the foregoing, no amendment to the Declaration under this Article XI shall:

i. change a Unit, including the ownership in Common Elements, responsibility for Common Expenses, and voting rights, without the prior written approval of the Unit Owner or Owners so affected and prior written approval of the holders of record of any mortgage or other liens on the Units so affected, or

ii. change, impair, or prejudice the rights of Developer or change the provisions of this Declaration with respect to the Developer's rights hereunder without Developer's prior written approval

Section 11.03 Effectiveness of Amendments. A copy of each amendment so adopted shall be certified by the President or a Vice President and Secretary or Assistant Secretary of the Association as having been duly adopted and shall be effective when recorded in the Register's Office for Davidson County, Tennessee.

ARTICLE XII
CONTROL OF THE ASSOCIATION

Section 12.01 Election of Board of Directors. Developer, his successors, or assigns shall elect the members of the Board of Directors of the Association. In the event of vacancies, the Developer shall fill the vacancies until no later than the earlier of either (a) one hundred twenty (120) days after Units with more than seventy-five percent (75%) of the Common Elements appurtenant thereto have been conveyed to purchasers (excluding conveyances to affiliates of Developer), or (b) three (3) years have elapsed from the conveyance of the first Unit to a purchaser thereof (excluding conveyances to affiliates of Declarant) (herein "Termination of Control"); provided that the Developer may, at its option, terminate its control of the Association at an earlier date.

Section 12.02 Notice of Meeting. Within sixty (60) days after the date of Termination of Control of the Association by the Developer, the Association shall call and give not less than ten (10) days nor more than thirty (30) days' notice of a meeting of the Unit Owners for the purpose of electing the members of the Board of Directors of the Association. Such meeting shall be called, and the notice given in accordance with the By-Laws.

Section 12.03 Status of Unsold Units.

(a) Developer shall be deemed to be the Owner of each Unit which has not been conveyed to a person other than the Developer Unless otherwise provided in the Condominium Documents, the Developer shall be entitled to all rights and privileges available to, and shall be subject to any and all obligations and duties imposed upon, the Owner of any such Unit under the Condominium Documents

(b) Any person having a first mortgage lien against any Unit which has not been conveyed to a person other than Developer, whether under a blanket mortgage affecting the Condominium Property generally or under a mortgage on one or more specific Units, shall be entitled to all rights and privileges available to a Mortgagee of any such Unit under the Condominium Documents so long as the Mortgagee has given notice to the Association that it is a Mortgagee.

Section 12.04 Additional Rights of Developer Concerning Construction. Developer hereby reserves all rights for itself and the General Contractor, as defined therein, relating to any perceived design defect, construction-related defect, other construction related issue, or relating to improving the operational efficiency and structural integrity of any improvement located on the Condominium Property as are set forth in Exhibit G attached hereto

Section 12.05 Professional Management and Other Contracts. Any agreement entered into by the Association prior to the passage of control of the Association from the Developer, pursuant to Section 12 01 above (including contracts for professional management of the Condominium Property, whether it be the Developer, his successors and assigns, or any other person or entity) shall provide the following:

(a) The Association shall have the right of termination which is exercisable without penalty at any time upon not more than ninety (90) days' written notice to the other party thereto; and

(b) The Association shall have a right of termination for cause which is exercisable without penalty at any time upon not more than thirty (30) days' written notice to the other party thereto

ARTICLE XIII
MISCELLANEOUS

Section 13.01 Rights and Powers of Successors and Assignees. The rights and powers reserved to or exercisable by the Developer under the Condominium Documents or the Act may be exercised by any successor or assignee of the Developer to whom the Developer specifically assigns such rights and powers by written instrument recorded in the Register's Office for Davidson County, Tennessee.

Section 13.02 Headings. The captions herein are used solely as a matter of convenience and shall not define, limit, or expand any term or provision of this Declaration.

Section 13.03 Gender/Number. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

Section 13.04 Exhibits. Exhibits A, B, C, D, E, F, and G attached to this Declaration are an integral part of this Declaration.

Section 13.05 Invalidity and Severability. It is the intention of the Developer that the provisions of this Declaration are severable so that if any provision is invalid or void under any applicable federal, state, or local law or ordinance, decree, order, judgment, or otherwise, the remainder shall be unaffected thereby.

Section 13.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

(Remainder of page intentionally left blank)

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

DEVELOPER

Dharmesh S Patel

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dharmesh S. Patel, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 1st day of August, 2023.

NOTARY PUBLIC

My Commission Expires: 1-6-2024

JIM MYERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A

Land in Davidson County, Tennessee being Master Unit # 1 of Hampton Corner, a Master Condominium, as described in that certain Declaration of Condominium for Hampton Corner, a Master Condominium, of record in Instrument No 20230706-0051591, Register's Office for Davidson County, Tennessee

Being a portion of the same property in Davidson County, Tennessee being Lot 2 on the Final Plat of Hampton Corner, of record in Instrument No. 20230504-0033346, Register's Office for Davidson County, Tennessee

Being also a portion of the same property known as being lots 9 and 10 on the Avondale Plan Map of E C. Scruggs Subdivision of Lots 2 & 3 W.E. Jones Tract, of record in Plat Book 57, page 125, Register's Office for Davidson County, Tennessee.

Said Lot 9 on the Avondale Plan, Map of E.C. Scruggs Subdivision of Lots 2 & 3 W.E. Jones Tract, of record in Plat Book 57, page 125, being the same property conveyed to Dharmesh Patel and wife, Sunita Patel by Warranty Deed from William Kenneth Sandy, dated January 3, 2008, recorded on January 8, 2008, of record in Instrument No. 20080108-0002346, Register's Office for Davidson County, Tennessee.

Said Lot 10 on the Avondale Plan, Map of E.C. Scruggs Subdivision of Lots 2 & 3 W.E. Jones Tract, of record in Plat Book 57, page 125, being the same property conveyed to Dharmesh Patel and Sunita Patel, husband and wife, by Warranty Deed from Norma Jean Wooley Taylor, Bobby Joe Wooley, Dorothy Sue Gregory Lassiter, Gerrel Dean Gregory McCord, Gordon Dale Gregory, Shelby Jean Smith Kerr, Nancy Diane Wooley Minchey, Betty June Wooley Minchey, Harold Brown Wooley, Jr., Paula Dean Wooley Shanko, Angela K. Wooley Reese, and Pamela D. Wooley White, Heirs of the Estate of H T. Wooley, dated October 17, 2017, recorded on October 24, 2017, of record in Instrument No 20171024-0108831, Register's Office for Davidson County, Tennessee

EXHIBIT B

BY-LAWS OF
CONDOS AT HAMPTON CORNER HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
Members
(Unit Owners)

Section 1. Eligibility. The Members of CONDOS AT HAMPTON CORNER HOMEOWNERS ASSOCIATION, INC , a Tennessee not-for-profit corporation (the "Association") shall consist of the respective Unit Owners (the "Owners") of the Property known as CONDOS AT HAMPTON CORNER, a residential condominium, more particularly described on Exhibit A and shown on the Plat on Exhibit D, attached hereto (herein called the "Property") in accordance with the Owners' respective percentages of membership interest in the Association (these and other terms are used in these By-Laws as they are defined in the Declaration for CONDOS AT HAMPTON CORNER) The words "member" or "members" as used in these By-Laws means and shall refer to "Unit Owner" as defined in the Declaration. If an Owner is a trust, then the member shall be a beneficiary of such trust, and if an Owner or such a beneficiary is a corporation, partnership, or limited liability company, the member may be an officer, partner, manager, or employee of such Owner or beneficiary.

Section 2. Succession The membership interest of each Owner shall terminate when he/she/it ceases to be a Unit Owner, and upon the sale, transfer, or other disposition of his/her/its ownership interest in the Property, his/her/its membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest

Section 3 Regular Meetings. The first regular annual meeting of Owners (the "First Meeting") may be held, subject to the terms hereof, on any date, at the option of the Board, provided, however, that said First Meeting shall be held not less than sixty (60) days after the Termination of Control, as defined in the Declaration. Subsequent to the First Meeting, there shall be a regular annual meeting of Owners held each year within ninety (90) days of the anniversary of the First Meeting. All such meetings of Owners shall be held at such place in Davidson County, Tennessee and at such time as specified in the written notice of such meeting which shall be delivered to all Owners at least twelve (12) days prior to the date of such meeting

Section 4. Special Meetings. Special Meetings of the Owners may be called by the President, by a majority of the directors of the Board, or by a combination of Owners having at least fifty percent (50%) of the votes entitled to be at such meeting. Said Special Meetings shall be called by delivering written notice to all Owners not less than twelve (12) days prior to the date of said meeting. The notice shall state the date, time, and place of said Special Meeting and specifically state the matters to be considered.

Section 5. Delivery of Notice of Meetings. Notices of meetings may be delivered either (i) personally, (ii) by mail to an Owner at the address given to the Board by such Owner for such purpose or to the Owner's Unit if no address for such purpose has been given to the Board, (iii) by email, to an email address given to the Board by such Owner for such purpose, or (iv) by facsimile transmission to a number provided by such Owner to the Board for such purpose.

Section 6. Adjournment. Any meeting of the members, whether or not a quorum is present, may be adjourned by the holders of a majority of the votes represented at the meeting to reconvene at a specific time and place. It shall not be necessary to give any notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is represented or present, any business may be transacted which could have been transacted at the meeting which was adjourned.

Section 6. Voting. Each Unit shall be entitled to one vote to be cast by the Unit Owner or their proxy. In no case shall more than one vote be cast with respect to any Private Element.

No Owner of a Unit in default in the payment of their assessments hereunder shall be entitled to exercise their right to vote hereunder until they have cured such default A Unit Owner shall be deemed to be in default if he has not paid his assessments to the Board, or their agent, within fifteen (15) days after

receipt of notice of assessment. A Unit Owner may protest the amount of the assessment, but it still must be paid during the pendency of the protest to the Board.

Section 7. Quorum. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding fifty percent (50%) of the votes entitled to be cast at such meeting.

Section 8 Proxy Votes. All votes requesting vote by proxy shall be written and notarized, signed by all Unit Owners granting their vote to another Unit Owner.

ARTICLE II
Board of Directors

Section 1 Number, Election, and Term of Office. The Board of Directors of the Association shall consist of three (3) members (hereinafter referred to as "directors"), and the First Board (as hereinafter defined) shall also consist of three (3) members. Directors shall be deemed to be elected at the regular annual meeting of Association members by the vote of the Unit Owners, except the first directors (hereinafter called "members of the First Board") and any vacancies occurring in the First Board shall be appointed by the Developer. The First Board shall serve until the Termination of Control, as provided in Section 11.01 of the Declaration. After the Termination of Control, the Board shall consist of three (3) members selected by the Unit Owners. Every director shall hold office until his successor shall be selected, as provided in this Section 1.

Section 2. Qualification. Members of the Board are not required to be Owners of Units.

Section 3. Vacancies. Any vacancy occurring in the Board (except vacancies in the First Board which shall be filled by the Developer) shall be filled by a majority vote of the remaining members of the Board, and the Board member selected to fill a vacancy shall serve the remaining unexpired term of the Board member that was replaced

Section 4. Meetings. A regular annual meeting of the Board shall be held within seven (7) days following the regular annual meeting of Unit Owners. Special Meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each director, delivered personally or by mail or telegram Any director may waive notice of a meeting, consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 5. Removal. Any director may be removed from office at any time by a majority vote of the Unit Owners entitled to vote. Any vote to remove a member shall be subject to the notice requirements for Annual Meetings and Special Meetings. Only the Developer may remove a member of the First Board.

Section 6. Compensation. Directors shall receive no compensation for their services as directors unless expressly provided for in resolutions duly adopted by the Owners

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

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

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

(b) to administer the affairs of the Association as hereinafter provided;

(c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer, and operate the Property or any part thereof for all of the Owners upon such terms and for such compensation and with such authority as the Board may approve;

(d) to formulate policies for the administration, management, and operation of the Common Elements and Limited Common Elements thereof;

(e) to adopt rules and regulations, with written notice thereof to all Owners, governing the administration, management, operation, and use of the Common Elements and Limited Common Elements, and to amend such rules and regulations from time to time,

(f) to provide for maintenance, repair, and replacements of the Common Elements and Limited Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers, the manager, or the Managing Agent,

(g) to provide for the designation, hiring, and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Common Elements and Limited Common Elements, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

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

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

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

(k) to enter into any lease agreement for lease of any Unit owned or leased by the Association upon such terms as the Board may approve;

(l) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners as expressed in a resolution duly adopted at any annual or Special Meeting of the Unit Owners;

(m) to exercise all other powers and duties of the board of managers or Unit Owners as a group referred to in the Tennessee Condominium Act, and all powers and duties of a board of managers or a board of directors referred to in the Declaration or these By-Laws.

Section 9. Non-Delegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association, or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners. Except as expressly authorized by the Act, the Declaration, or these By-Laws, the Directors and Officers may not enter into any contractual agreement, bind the Association or any Unit Owner, or sue or be sued in any capacity other than in its operation or management capacity.

ARTICLE III
Officers

Section 1. Designation At each regular annual meeting, the directors present at such meeting shall elect the following officers of the Association by a majority vote

(a) a President, who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent,

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

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

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

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

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

Section 5. Compensation. The officers shall receive no compensation for their services as officers unless expressly provided for in the resolution duly adopted by the Unit Owners.

ARTICLE IV
Assessments

Section 1. Annual Budget The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall consider the estimated common expenses and cash requirements for the year, including, but not limited to, salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expenses. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding years shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be considered. The annual budget shall provide for a reserve for contingencies for the year in reasonable amounts as determined by the Board.

Section 2. Assessments The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, on-seventh (1/24) of his proportionate share of the Common Expenses for such year as shown by the annual budget The allocations shall be applied uniformly to all Owners. The allocation of the Board shall be final and binding upon all parties The Board shall allocate Limited Common Expenses, maintenance expenses, and insurance premium expenses as provided in the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements.

Section 3. Partial Year or Month For the first fiscal year, the annual budget shall be as approved by the First Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget Commencing with the date of recording the deed to a Unit or any additional, each Unit Owner shall pay the assessment for the following month or fraction of a month and the number of months and days remaining of the period covered by the current annual budget and which assessment shall be as computed by the Board

Section 4. Annual Report. Within forty-five (45) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5 Supplemental Budget. In the event that during the course of any year it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for

such year, are insufficient or inadequate to cover the estimated common expenses and limited common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for the proportionate share of such supplemental budget.

Section 6. Contracts. The Board shall not enter into any contract for professional management without the right to cancel such contract upon ninety (90) days', or less, notice without penalty.

Section 7. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements and Limited Common Elements specifying and itemizing the Common Expenses and Limited Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine

The Board shall, upon receipt of ten (10) days' written notice to it or the association and upon payment of a reasonable fee, furnish to any Unit Owner or applicable Sub Association a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such party.

Section 8. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which, in the option of the Board, may constitute a lien against the Property or the Common Elements rather than a lien against only a particular Unit. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

Section 9. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use, and account of all the Unit Owners.

ARTICLE V
Contractual Powers

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

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes, and the Board or committee authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such interested Director or Directors; or

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

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

ARTICLE VI
Indemnification

Section 1. General. The Association shall indemnify and hold harmless each of its directors, officers, each member of any committee appointed pursuant to the By-Laws of the Association, and the Board and Developer against all contractual and other liabilities to others arising out of the contracts made by or other acts of such directors, Board, officers, committee members, or Developer on behalf of the Unit Owners or arising out of their status as directors, Board, officers, committee members, or Developer, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees, counsel fees, arbitration fees, amounts of judgments paid, and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit,

or proceeding whether civil, criminal, administrative, or other in which any such director, officer, Board, committee member, or Developer may be involved by virtue of such persons being or having been such director, officer, Board, committee member, or Developer, provided, however, that such indemnity shall not be operative with respect to:

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

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

Section 2 Success on Merits To the extent that the Developer, a member of the Board of Directors, an officer of the Association, or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article VII, Section 1 or in defense of any claim, issue, or matter therein, he shall be indemnified against the expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith

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

Section 4. Miscellaneous The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article, provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committees, or Developer, or out of the aforesaid indemnity in favor of the directors, Board, officers, members of such committees, or Developer, shall be limited to such proportion of the total liability hereunder as such Unit Owner's percentage of membership interest in the Association bears to the total percentage interest of all the Unit Owners in the Association. Every agreement made by the directors, Board, officers, members of such committees, Developer, or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of membership interest in the Association. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be Developer or a member of the Board of Directors, officer of the Association, or a member of such committee and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of such person or entity

ARTICLE VIII
Mortgages

Section 1. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from or any other default by the Owner of the mortgaged Unit.

Section 2. Notice of Default The Board, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board.

Section 3. Examination of Books Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month

ARTICLE IX
Definition of Terms

The terms used in theses By-Laws, to the extent they are defined therein, shall have the same definition as set forth in the Declaration Establishing CONDOS AT HAMPTON CORNER, which Declaration is recorded in the Register's Office for Davidson County, Tennessee.

The term, "member," as used in these By-Laws, means "Unit Owner" as defined in the Declaration

ARTICLE X
Conflicts

These By-Laws are set forth to comply with the requirements of Chapter 27 of Title 66, Tennessee Code Annotated and to allow the By-Laws to control in specific situations where such law allows. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

EXHIBIT C

CHARTER OF
CONDOS AT HAMPTON CORNER HOMEOWNERS' ASSOCIATION, INC

001453425

CHARTER
NONPROFIT CORPORATION

SS-4418

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
(615) 741-2286

Filing Fee: $100.00

For Office Use Only
-FILED-
Control # 001453425

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: CONDOS AT HAMPTON CORNER HOMEOWNERS ASSOCIATION, INC

2. Name Consent: (Written Consent for Use of Indistinguishable Name)
☐ This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:
CONDOS AT HAMPTON CORNER HOMEOWNERS ASSOCIATION, INC
1516 HAMPTON ST
NASHVILLE, TN 37207
DAVIDSON COUNTY

5. Fiscal Year Close Month: December **Period of Duration:** Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:
This corporation is a ☐ public benefit corporation / ☑ mutual benefit corporation.
This corporation is a ☐ religious corporation / ☑ not a religious corporation.
This corporation will ☑ have members / ☐ not have members.

9. The complete address of its principal office is:
1516 HAMPTON ST
NASHVILLE, TN 37207
DAVIDSON COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

B1432-5463 08/07/2023 11:37 AM Received by Tennessee Secretary of State Tre Hargett

CHARTER
NONPROFIT CORPORATION

SS-4418

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
(615) 741-2286

Filing Fee. $100.00

For Office Use Only
-FILED-
Control # 001453425

The name of the corporation is: CONDOS AT HAMPTON CORNER HOMEOWNERS ASSOCIATION, INC

10. The complete mailing address of the entity (if different from the principal office) is:
1516 HAMPTON ST
NASHVILLE, TN 37207

11. List the name and complete address of each incorporator:

Title	Name	Business Address	City, State, Zip
Incorporator	Jim Myers	1704 CHARLOTTE AVE, STE 105	NASHVILLE, TN 37203

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3)

☐ I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the $100 filing fee required by T C.A §48-51-303(a)(1).

☐ This nonprofit corporation is a "school support organization" as defined in T.C.A §49-2-603(4)(A).

☐ This nonprofit corporation is an educational institution as defined in T C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:
In the event of dissolution of the Corporation, the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.

14. Other Provisions:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Electronic	Incorporator
Signature	Title/Signer's Capacity
Jim Myers	Aug 7, 2023 11:37AM
Printed Name	Date

B1432-5464 08/07/2023 11:37 AM Received by Tennessee Secretary of State Tre Hargett

EXHIBIT D

PLAT OF CONDOS AT HAMPTON CORNER, A RESIDENTIAL CONDOMINIUM

[See Plat and/or Plans attached.]

40 0 40

Scale 1" = 40'

N

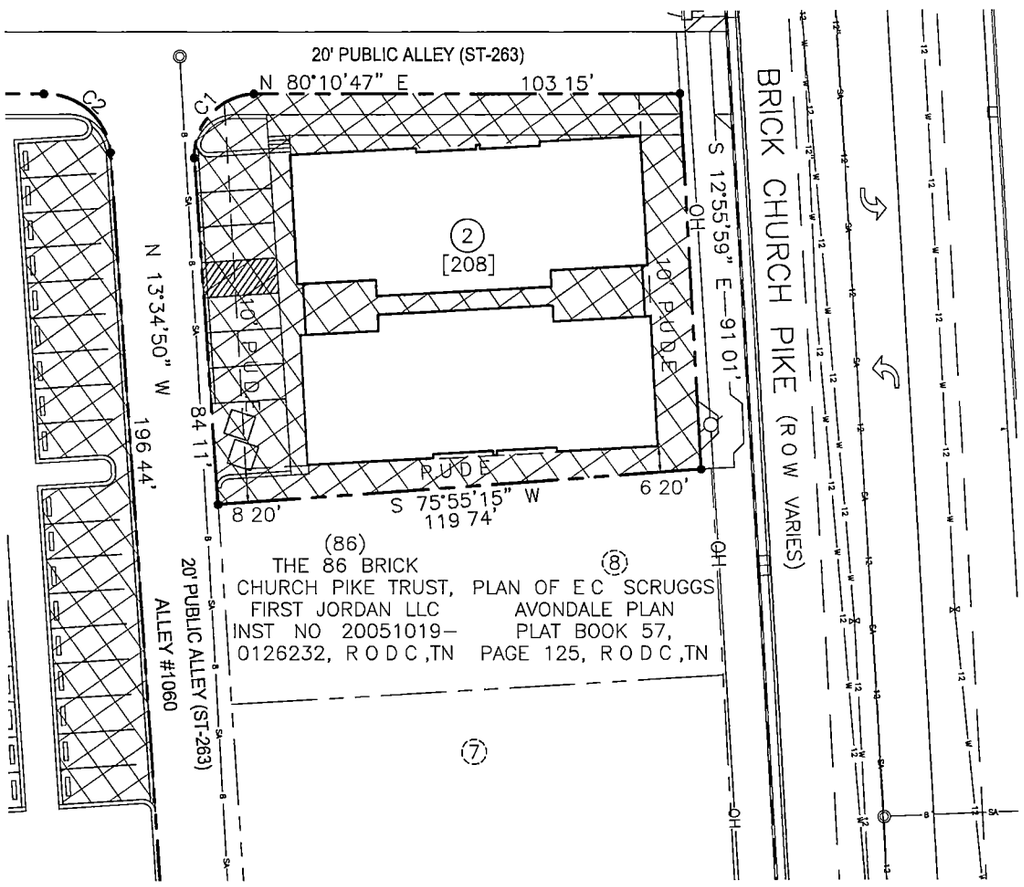
W E

S

Curve Table					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	23 52'	15 16'	88°55'38"	N 32°40'09" E	21 23'
C2	23 66'	15 61'	86°51'54"	S 57°52'22" E	21 46'
C3	15 71'	10 00'	90°01'18"	S 31°25'49" W	14 14'

COMMON ELEMENTS

UNIT/PRIVATE ELEMENTS



MASTER UNIT 1 CONDOMINIUMS EXHIBIT

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

NO CORNERS WERE SET OR RESET AT THE TIME OF THIS INSPECTION

OWNER DARMESH S PATEL &

DEED INST# 20080929-0098476

PLAT INST# 20230504-0033346 LOT# 2

ADDRESS 2416 BRICK CHURCH PIKE
NASHVILLE, TN 37209

TAX MAP 71-02
PARCELS 208

DATE 6-29-2023

DA JOB NUMBER 17096

SHEET 3 OF 6

STEVEN C MATTHEWS
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
6/29/23
TENNESSEE NO. 2352

Dale & Associates
Consulting Civil Engineering/Land Planning & Zoning
Landscape Architecture/Surveying
516 Heather Place Nashville, Tn 37204 (615) 297-5166

OWNER DARMESH S PATEL & SUNITA D PATEL
DEED INST# 20080929-0098476
PLAT INST# 20230504-0033346
ADDRESS 2416 BRICK CHURCH PIKE NASHVILLE, TN 37209
TAX MAP 71-02 PARCELS 208
DATE 6-29-2023
SHEET 4 OF 6
DA JOB NUMBER 17096

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

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"EXHIBIT B-2"

STEVEN C MATTHEWS REGISTERED LAND SURVEYOR XVI AGRICULTURE COMMERCE TENNESSEE NO. 2352 6/29/23

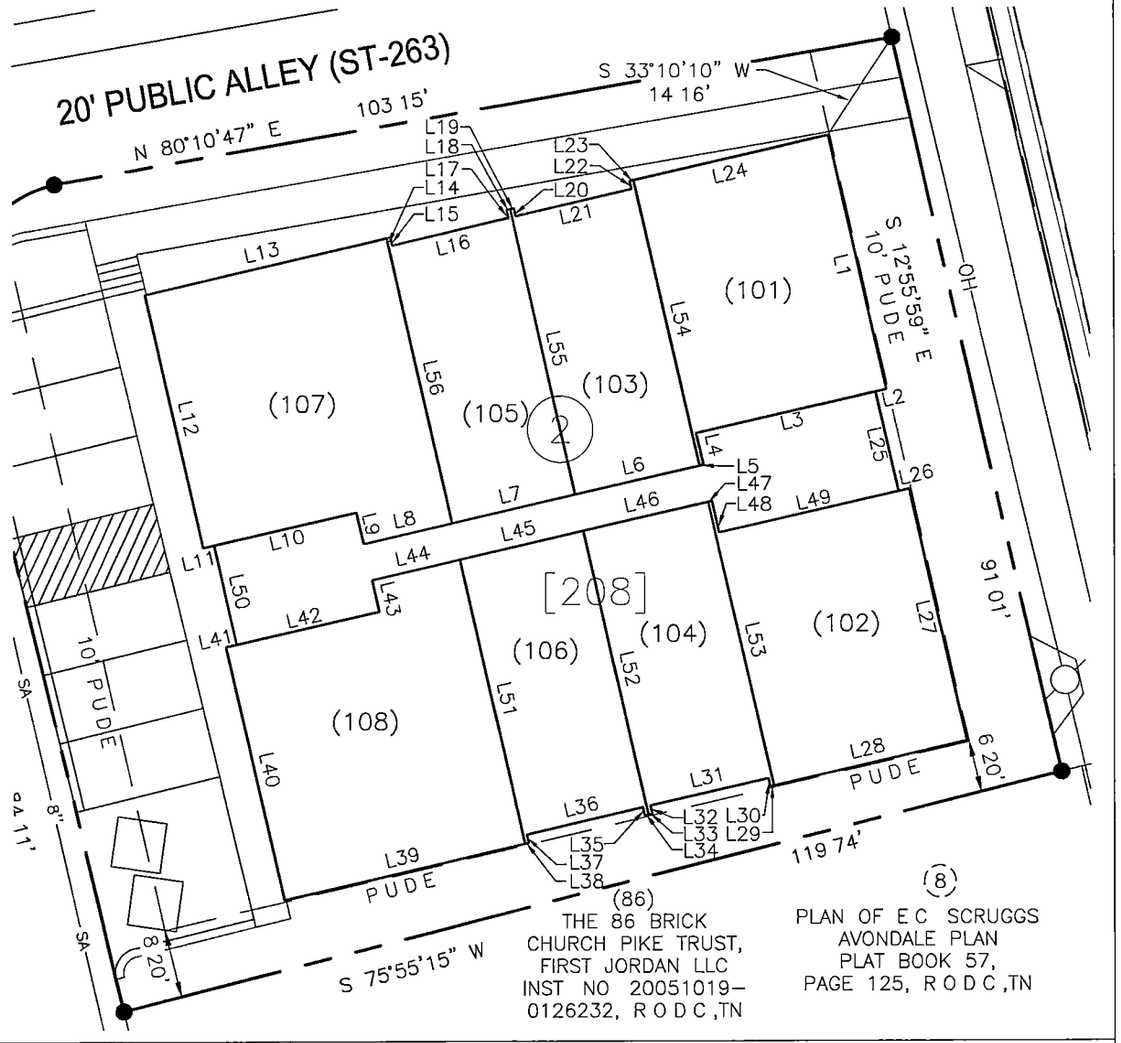
DIMENSIONS TO PROPOSED CENTER OF WALL LOCATION PER ENGINEERING PLAN

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 12°55'59" E	31 33'
L2	S 77°04'01" W	1 33'
L3	S 77°04'01" W	22 21'
L4	S 12°55'59" E	3 92'
L5	S 77°04'01" W	0 46'
L6	S 77°04'01" W	15 50'
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L14	N 77°04'01" E	0 46'
L15	S 12°55'59" E	1 00'
L16	N 77°04'01" E	14 58'
L17	N 12°55'59" W	1 00'
L18	N 77°04'01" E	0 46'
L19	N 77°04'01" E	0 46'
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L24	N 77 04'01" E	24 00'
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L26	N 77°04'01" E	1 33'
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L28	S 77°04'01" W	24 00'

LINE TABLE		
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L54	N 12 55'59" W	35 25'
L55	N 12°55'59" W	35 25'
L56	N 12 55'59" W	35 25'

UNIT AREAS
UNIT 101 AREA = 752 SQ FT +/-
UNIT 102 AREA = 752 SQ FT +/-
UNIT 103 AREA = 531 SQ FT +/-
UNIT 104 AREA = 531 SQ FT +/-
UNIT 105 AREA = 531 SQ FT +/-
UNIT 106 AREA = 531 SQ FT +/-
UNIT 107 AREA = 981 SQ FT +/-
UNIT 108 AREA = 981 SQ FT +/-

1st FLOOR



Hampton Corner Condominium Exhibit

20 0 20

Scale 1" = 20'

Dale & Associates
Consulting Civil Engineering/Land Planning & Zoning
Landscape Architecture/Surveying
516 Heather Place Nashville, Tn 37204 (615) 297-5166

OWNER DARMESH S PATEL & SUNITA D PATEL
DEED INST# 20080929-0098476
PLAT INST# 20230504-0033346
ADDRESS 2416 BRICK CHURCH PIKE NASHVILLE, TN 37209
TAX MAP 71-02 PARCELS 208
DATE 6-29-2023
SHEET 5 OF 6
DA JOB NUMBER 17096

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NO CORNERS WERE SET OR RESET AT THE TIME OF THIS INSPECTION

"EXHIBIT B-2"

STEVEN C MATTHEWS REGISTERED LAND SURVEYOR XVI AGRICULTURE COMMERCE 6/29/23 TENNESSEE NO. 2352

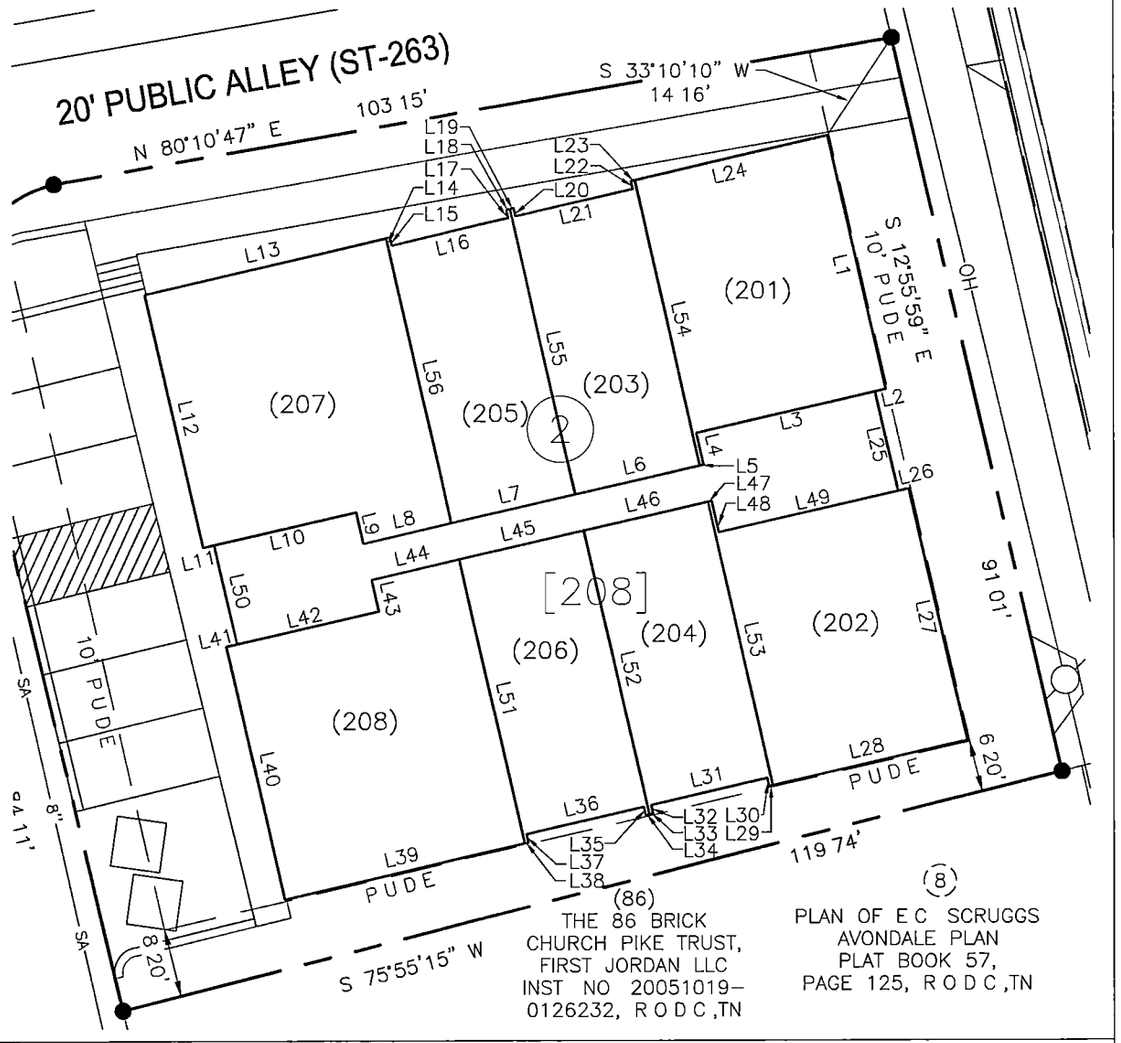
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L56	N 12 55'59" W	35 25'

UNIT AREAS
UNIT 201 AREA = 752 SQ FT +/-
UNIT 202 AREA = 752 SQ FT +/-
UNIT 203 AREA = 531 SQ FT +/-
UNIT 204 AREA = 531 SQ FT +/-
UNIT 205 AREA = 531 SQ FT +/-
UNIT 206 AREA = 531 SQ FT +/-
UNIT 207 AREA = 981 SQ FT +/-
UNIT 208 AREA = 981 SQ FT +/-

2nd FLOOR



Hampton Corner Condominium Exhibit

20 0 20

Scale 1" = 20'

Dale & Associates
Consulting Civil Engineering/Land Planning & Zoning
Landscape Architecture/Surveying
516 Heather Place Nashville, Tn 37204 (615) 297-5166

OWNER DARMESH S PATEL & SUNITA D PATEL

DEED INST# 20080929-0098476

PLAT INST# 20230504-0033346

ADDRESS 2416 BRICK CHURCH PIKE NASHVILLE, TN 37209

TAX MAP 71-02
PARCELS 208

DATE 6-29-2023

SHEET 6 OF 6

DA JOB NUMBER 17096

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NO CORNERS WERE SET OR RESET AT THE TIME OF THIS INSPECTION

"EXHIBIT B-2"

STEVEN C MATTHEWS REGISTERED LAND SURVEYOR XVI AGRICULTURE COMMERCE 6/29/23 TENNESSEE NO 2352

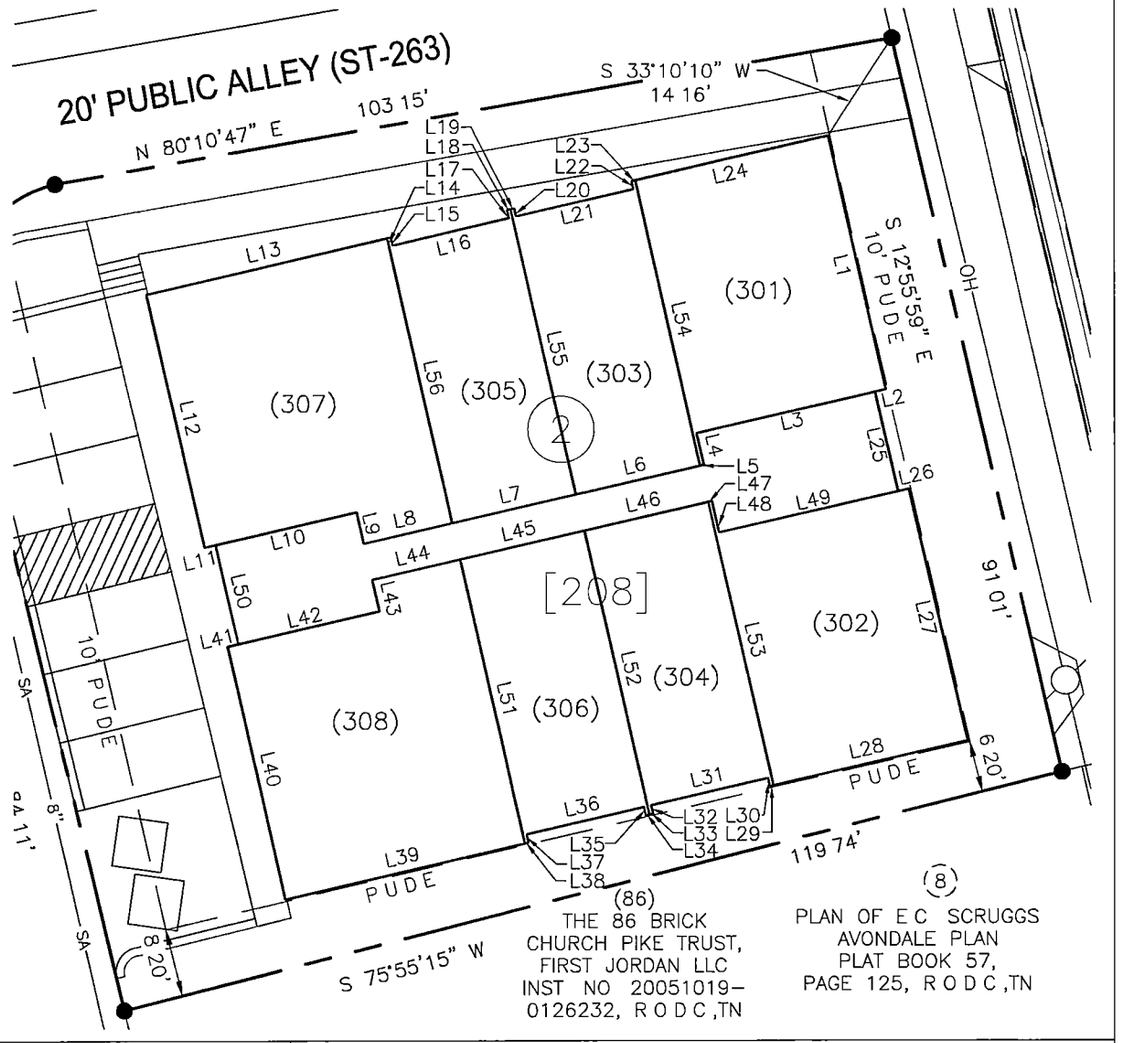
DIMENSIONS TO PROPOSED CENTER OF WALL LOCATION PER ENGINEERING PLAN

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L55	N 12 55'59" W	35 25'
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UNIT AREAS
UNIT 301 AREA = 752 SQ FT +/-
UNIT 302 AREA = 752 SQ FT +/-
UNIT 303 AREA = 531 SQ FT +/-
UNIT 304 AREA = 531 SQ FT +/-
UNIT 305 AREA = 531 SQ FT +/-
UNIT 306 AREA = 531 SQ FT +/-
UNIT 307 AREA = 981 SQ FT +/-
UNIT 308 AREA = 981 SQ FT +/-

3rd FLOOR



Hampton Corner Condominium Exhibit

20 0 20

Scale 1" = 20'

Dale & Associates
Consulting Civil Engineering/Land Planning & Zoning
Landscape Architecture/Surveying
516 Heather Place Nashville, Tn 37204 (615) 297-5166

2416 Brick Church Pike, Private Residences

The property subject to 2416 Brick Church Pike, Parcel Id 07102020800, Master Condominiums, more specifically show on sheets 3 of 6 thru 6 of 6, and Being lot number 2 on the final plat of Hampton Corner, of record in instrument number 20230504–0033346, in the register's Office for Davidson County, Tennessee to which plans referenced is made for a more accurate legal description

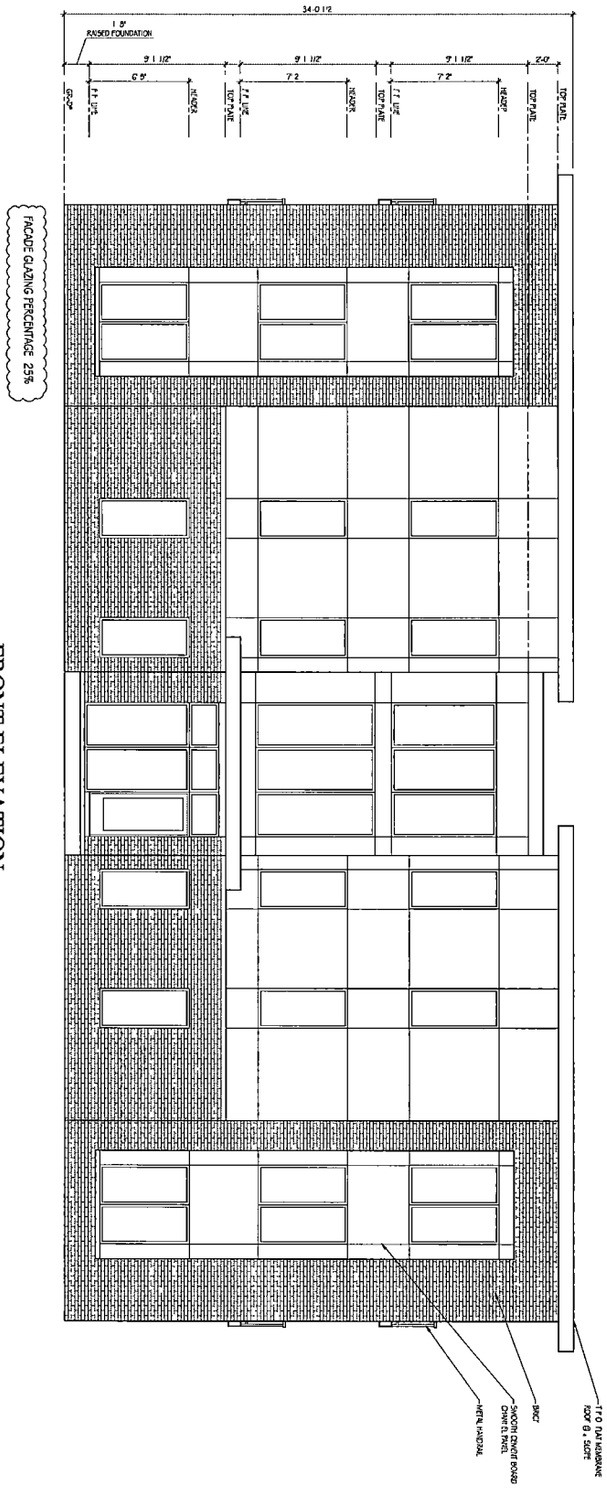
Note
At the time of this document, no encroachments or buildings were found on lot 2
The proposed distance between the finished floors and and top plat on each floor is listed as 9'–1 ½"
Unit numbers are shown on sheets 4 of 6 thru sheets 6 of 6, an example is (107) for unit 107
Respective easements appear where applicable, listed as P U D E " Public Utility & Drainage Easement".



I hereby certify that these plan for Master Condominiums units, locarted on lot 2, are accurate and complies with the provisions of Section 66–27–309 of the Tennessee Condominium Act of 2008 " See attached as an example

Name Steve C Matthews Date July 29, 2023 License No 2352

Z:\Patel Dean\Hampton Corner Condos 12.20\Hampton Corner Condos 3.23.dwg 3/28/2023 1:46:08 PM Arch D 36 x 24
0 25 12



FRONT ELEVATION

SCALE 1/4" = 1'-0"

FACING BRICK CHURCH PIKE

A.1

EXTERIOR ELEVATIONS

SCALE 1/4" = 1'-0"

PATRIC ARCH D 36X24
DATE ISSUED 03.28.23
REVISIONS
1

PLEASE NOTE

PRIOR TO ORDERING OR CONSTRUCTION OF ANY ITEM, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH CONSTRUCTION.

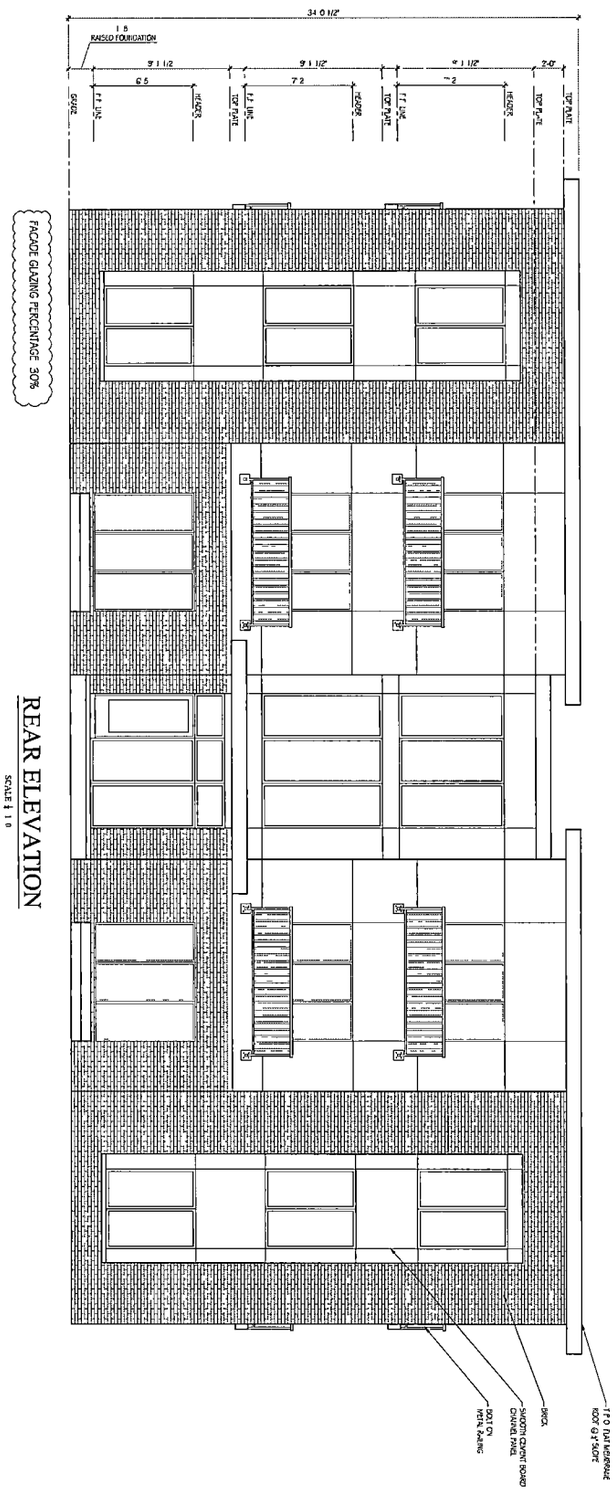
1. BUILDER OR CONTRACTOR MUST VERIFY ALL DIMENSIONS & ELEVATIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.
2. ALL CONSTRUCTION SHALL COMPLY WITH ALL LOCAL BUILDING CODES & THE 2018 INTERNATIONAL RESIDENTIAL CODE.
3. THE HOME IS TO BE CONSTRUCTED
4. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER BY EXPERIENCED AND SKILLED CRAFTSMEN IN THEIR RESPECTIVE TRADES.
5. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL BUILDING PERMITS AND PAYING ALL FEES.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY FACILITIES AND CONTROLS.
10. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE OR FACE OF MASONRY UNLESS OTHERWISE NOTED.
11. ALL DIMENSIONS SHOWN ON PLANS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
12. ALL DIMENSIONS SHOWN ON PLANS SHALL BE VERIFIED IN THE FIELD BY CONTRACTOR PRIOR TO CONSTRUCTION.
13. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH CONSTRUCTION.
14. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER BY EXPERIENCED AND SKILLED CRAFTSMEN IN THEIR RESPECTIVE TRADES.
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VIN: 1G5G0DR19 W1XX A12345
AUDI TT

HAMPTON CORNER CONDOS

Lynn
& associates
6965 Sunnywood Dr
Nashville TN 37211
P 615 308 5330
marklynn1@hotmail.com
© Lynn & associates

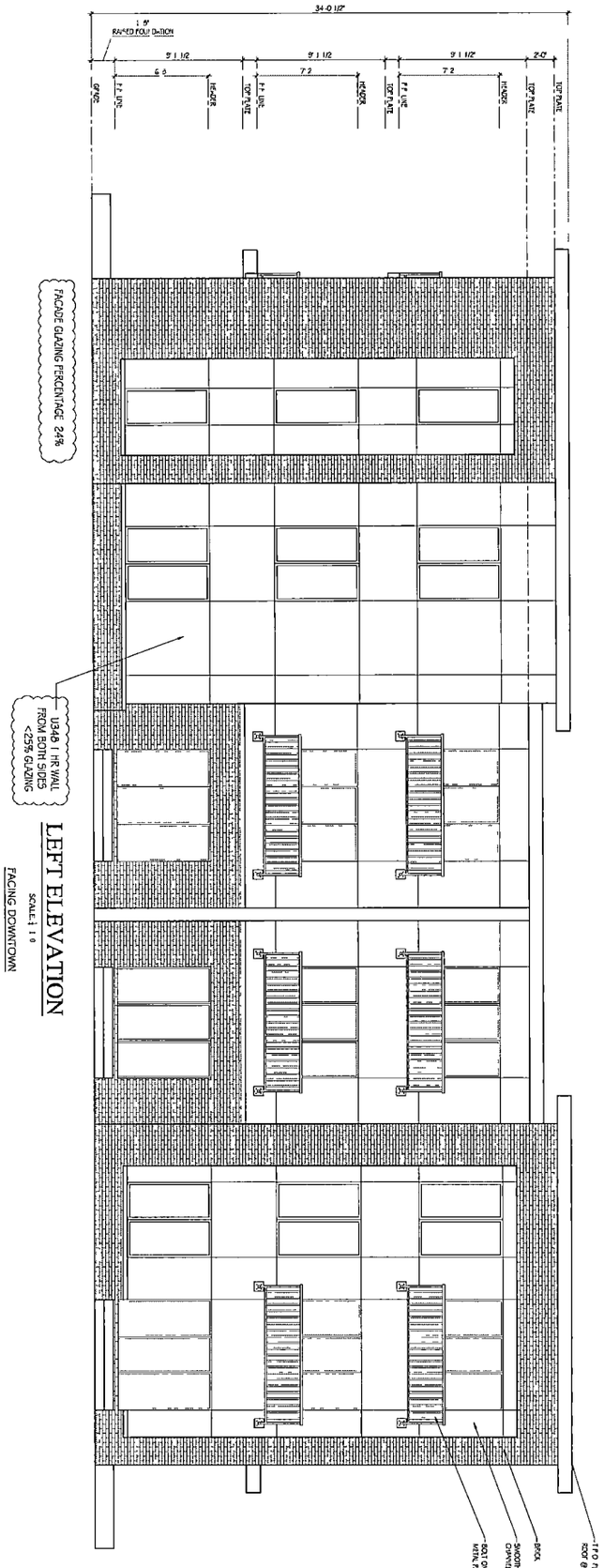
Z:\Patel Dean\Hampton Corner Condos 12.20\Hampton Corner Condos 3.23.dwg 3/28/2023 2:03:28 PM Arch D 36 x 24
0 25 12



REAR ELEVATION

SCALE: 1" = 1'-0"

FACING PARKING LOT



LEFT ELEVATION

SCALE: 1" = 1'-0"

FACING DOWNTOWN

A.2

EXTERIOR ELEVATIONS

SCALE: 1" = 1'-0"

DATE/ISSUE/REVISIONS
DATE: ARCH D 36 X 24
DATE: ISSUE: 08.23.23
REVISIONS

PLEASE NOTE

Lynn & associates
6965 Sunnywood Dr
Nashville TN 37211
p 615 308 9330
marklynn1@hotmail.com
© Lynn & associates

HAMPTON CORNER CONDOS

EXHIBIT E

EACH UNIT'S MEMBERSHIP INTEREST IN ASSOCIATION

Unit #	Ownership and Voting Percentage
Unit 101	4.484
Unit 102	4.484
Unit 103	3 166
Unit 104	3.166
Unit 105	3.166
Unit 106	3.166
Unit 107	5.849
Unit 108	5 849
Unit 201	4 484
Unit 202	4 484
Unit 203	3.166
Unit 204	3 166
Unit 205	3.166
Unit 206	3.166
Unit 207	5.849
Unit 208	5.849
Unit 301	4.484
Unit 302	4.484
Unit 303	3.166
Unit 304	3 166
Unit 305	3 166
Unit 306	3 166
Unit 307	5 849
Unit 308	5 849

EXHIBIT F

EASEMENTS AND RESTRICTIONS OF RECORD

1. Davidson County taxes for the year 2023 and thereafter, not yet due and payable.

2. All matters appearing on the Final Plat of Hampton Corner, of record in Instrument No. 20230504-0033346, Register's Office for Davidson County, Tennessee.

3. All matters appearing on the Avondale Plan, Map of E. C. Scrugg's Subdivision of Lots 2 & 3, W.E. Jones Tract, of record in Book 57, page 125, Register's Office for Davidson County, Tennessee.

4. All matters appearing on the plan of W.E. Jones Plan, of record in Book 21, page 71, Register's Office for Davidson County, Tennessee.

5. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20201110-0132798, Register's Office for Davidson County, Tennessee.

6. Terms, provisions, covenants, conditions, restrictions, and easements provided in Right-of-Way deed granted to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 10319, page 822; as re-recorded in Book 10355, page 570, Register's Office for Davidson County, Tennessee.

7. Terms, provisions, covenants, conditions, restrictions, and easements provided in Right-of-Way deed granted to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 9834, page 283, Register's Office for Davidson County, Tennessee.

EXHIBIT G

DEVELOPER RIGHTS REGARDING CONSTRUCTION

Notwithstanding any other terms to the contrary within the above Declaration, the following terms and conditions are hereby incorporated into the terms of the Declaration by this reference and shall control over any other inconsistent terms set forth therein. Unless otherwise defined below, all capitalized terms shall have the same meaning ascribed to them in the Declaration and the Act

ARTICLE I

Easement to Inspect and Right to Correct.

A Easement

Developer reserves for itself, General Contractor (defined below), and such other persons as each may designate perpetual, non-exclusive easements throughout the Property to the extent reasonably necessary for the purposes of access, inspecting, testing, redesigning, correcting, modifying, or improving any portion of the Property, including Units, Common Elements, and Limited Common Elements. Pursuant to this Section and any express warranty provided by either party, Developer and General Contractor shall have the unilateral right, at any time, to redesign, correct, modify, or improve any part of the Property, including Units, Common Elements, and Limited Common Elements to the extent reasonably necessary to correct any design defect, construction-related defect, or other construction-related problem, to improve the operational efficiency and structural integrity of any improvement located on the Property, and to otherwise provide a superior or enhanced housing product within the Property.

B. Right of Entry.

In addition to the above easement, Developer, for itself and General Contractor, reserves a right of entry into any Unit, or Limited Common Elements upon reasonable notice to the Unit Owner; provided, however, notice shall not be required in an emergency. Entry into a Unit shall be only after Developer or General Contractor notifies the Unit Owner (or occupant) and agrees with the Unit Owner regarding a reasonable time to enter the Unit to perform such activities. Unit Owner agrees to cooperate in a reasonable manner with Developer and General Contractor in their exercise of the rights provided to it by this Section. Entry onto the Common Elements and into any improvements and structures thereon may be made by Developer or General Contractor at any time with advance notice to the Association; provided, however, in an emergency, such notice shall not be required, and Developer and General Contractor shall be permitted to enter upon any portion of the Property without advance notice or consent

C Notice Requirement.

Upon notice, observation, or suspicion of a design defect, construction-related defect, or other construction-related problem with any improvement located on the Property, including Common Elements, Limited Common Elements, and any Unit, the Association immediately shall notify Developer and General Contractor of such issue in writing and, in the case of a condition posing an imminent threat of damage to person or property, telephonically Upon such notice, Developer or General Contractor shall have the right to come onto the Property to observe the defect or problem and to unilaterally undertake any corrective measures that it deems appropriate without the additional consent or participation of the Association or the Unit Owner(s). The rights of notice, inspection, and correction granted to Developer and General Contractor pursuant to this Section shall be provided by the Association and any affected Unit Owner prior to the Association and any affected Unit Owner consulting with, hiring, or retaining, in any capacity whatsoever, any third party to examine, correct, repair, or improve any design defect, construction-related defect, or other construction-related problem with the Property, any Common Element, Limited Common Element, or Unit. Failure by the Association or any Unit Owner to provide Developer and General Contractor with the above-described notice, inspection, and cure rights granted to it by this Section automatically shall constitute an absolute and unconditional waiver of any legal claim or other claim or remedy whatsoever, including any warranty claims and any right to file a claim in arbitration, that the Association or the Unit Owner(s) otherwise may have regarding such defect or problem absent such waiver.

D. Damage.

Any damage to the Property, a Unit, Limited Common Elements, or Common Elements resulting from the exercise of the easement and right of entry described in the above subsections of this Section, shall promptly be repaired by, and at the expense of, the party exercising this easement; provided, however, the obligation to repair shall be limited to restoring the affected area to the same approximate condition and

state of repair which existed prior to the undertaking of the work permitted by this easement and after taking into account the nature of any corrective work or improvement so performed by Developer or General Contractor pursuant to this Section.

E. No Implied Warranty and Enforcement.

THE TERMS OF THIS SECTION SHALL NOT BE DEEMED TO PROVIDE ANY IMPLIED OR EXPRESS WARRANTY RIGHTS WHATSOEVER BY DEVELOPER AND GENERAL CONTRACTOR TO THE ASSOCIATION OR ANY OWNER, AND DEVELOPER AND GENERAL CONTRACTOR EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY TENNESSEE LAW. Developer and General Contractor may seek enforcement of the rights afforded to each of them under this Section by filing an action at law or in equity, including the remedy of specific performance, in the appropriate court of competent jurisdiction in the State of Tennessee and notwithstanding to the contrary any arbitration provision set forth in this Declaration or any other instrument whatsoever.

F. General Contractor, Notices, and Amendment.

As used in this Section, the term "General Contractor" shall mean GLOBAL INFRASTRUCTURE, INC., a Tennessee corporation, its employees, officers, directors, agents, subsidiaries, affiliates, and assigns as well as all subcontractors hired by General Contractor (or subcontractors of such subcontractors) to perform work on the Property, Common Elements, Limited Common Elements, and any Unit. Notices to General Contractor shall be delivered as follows: GLOBAL INFRASTRUCTURE, INC., a Tennessee corporation, P.O. Box 22756, Chattanooga, TN, 37422, as such notice address may be amended from time to time by General Contractor upon the filing of a new notice address in the appropriate land records where the horizontal property regime is located with cross-reference to this Declaration. General Contractor is an express beneficiary of the terms set forth in this Section, and the terms of this Section may not be amended in any manner whatsoever without General Contractor's prior written consent. Developer covenants with General Contractor that it immediately shall forward to General Contractor any notice whatsoever that Developer receives from the Association or any Unit Owner regarding any alleged design defect, construction-related defect, or other construction-related problems whatsoever, regardless of whether such notice also shall be addressed to General Contractor and regardless of whether or not Developer determines that such complaint is with or without merit.

ARTICLE II.

Arbitration and Actions Against the General Contractor and/or Developer.

A. Prerequisites to Actions Against Developer or General Contractor.

Prior to filing a civil action or arbitration claim of any nature whatsoever against Developer or General Contractor (as defined above), and prior to consulting with, retaining, or hiring, in any capacity whatsoever, any third party consultant, advisor, property inspector, architect, engineer, contractor, or repairmen to correct the problem or to examine, investigate, or advise the Association or any Unit Owner with respect to any suspected or reasonably inferable design defect, construction-related defect, or other construction-related problem with the Property, the Common Elements, the Limited Common Elements, and any Unit, the Association and Unit Owner shall first notify Developer and General Contractor of the alleged or suspected problem and shall first provide Developer and General Contractor with a reasonable opportunity to inspect and repair the problem pursuant to the terms of Section 1 above. For the purposes of this Section, a minimum of sixty (60) days from the first notice to Developer or General Contractor shall be deemed a reasonable opportunity for Developer and General Contractor to inspect and repair any alleged or suspected problem; provided, however, in certain circumstances, this period of time may be longer depending on the complexity of the condition and the length of time reasonably necessary to obtain parts and services from third parties, as such additional time shall be communicated to the Association and Unit Owner(s) by Developer or General Contractor.

After the above right to inspect and correct period elapses, the Association may bring an action against Developer or General Contractor to recover damages resulting from construction defects, in any, of the Common Elements or Limited Common Elements only Such action may be maintained by the Association only after doing the following, including, but not limited to.

i. The Association obtains the affirmative vote of the Unit Owners to which at least a majority of the votes of the members of the Association are allocated;

ii. The full Board of Directors and, as applicable, the General Contractor and Developer have met in person and conferred in a good faith attempt to resolve the Association's claim or the General Contractor and/or Developer has definitively declined or ignored the requests to meet with the Board of Directors.

At least three business days in advance of any vote to commence an action by the Association to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements, the attorney representing the Association shall provide to each Unit Owner a written statement that includes, in reasonable detail.

1 The alleged defects and damages or injuries to the affected Common Elements or Limited Common Elements;

2. The alleged cause of the defects, if the cause is unknown;

3 The nature and the extent that is known of the alleged damage or injury resulting from the defects;

4. The location of each alleged defect within the affected Common Elements or Limited Common Elements, if known;

5. A reasonable estimate of the cost of the action or mediation, including reasonable attorneys' fees and costs, expert fees, and the costs of testing, and

6. All disclosures that the Unit Owner is required to make upon the sale of the Unit.

The Association or an attorney for the Association shall not employ a person to perform destructive tests to determine any damage or injury to a Unit, Common Element, or Limited Common Element caused by a construction defect unless:

I. The person is licensed as a contractor pursuant to Tennessee law,

II. The Association has obtained the prior written approval of each Unit Owner whose Unit will be affected by such testing;

III. The person performing the tests has provided a written schedule for repairs,

IV The person performing the tests is required to repair all damage resulting from such tests in accordance with state laws and local ordinances relating thereto;

V. The Association or the person so employed obtains all permits required to conduct such tests and to repair any damage resulting from such tests; and

VI Reasonable prior notice and opportunity to observe the tests is given to Developer, General Contractor, and any other party against whom an action may be brought as a result of the tests

The Association may commence an action only upon a vote or written agreement of the Unit Owners to which at least a majority of the votes of the members of the Association are allocated In such a case, and at least twenty-one (21) calendar days before the meeting, the Association shall provide written notice to each Unit Owner, of the meeting at which the commencement of an action is to be considered or action is to be taken.

The Association may, without giving notice to the Unit Owners, employ a contractor and such other persons as are necessary to make such immediate repairs to a Unit, Common Element, or Limited Common Element as are required to protect the health, safety, and welfare of the Unit Owners and Occupants.

Similarly, prior to any Unit Owner(s) bringing any Claim against the Developer or General Contractor, the affected Unit Owner(s) shall first notify the Association of their intent to do so, shall meet with the Association's Board of Directors to discuss the nature and merit of their Claim and whether such Claim concerns the Common Elements or Limited Common Elements, and shall provide the Association with at least sixty (60) days' notice (if requested by the Board) to obtain the consent of the Unit Owners for the Association to join-in such Claim against the Developer or General Contractor with respect to any affected Common Elements and Limited Common Elements only.

B. Notice.

After first complying with the terms and conditions set forth above in subsection A, if the Association and/or Unit Owner(s) (singularly or collectively as the context requires, the "Claimant") desires

to pursue a legal claim of any nature whatsoever against General Contractor and/or Developer (singularly or collective as the context requires, the "Respondent"), then the Claimant shall, no later than ninety (90) days before initiating an action against Respondent, provide service of written notice of claim on Respondent (the "Notice of Claim" or "Claim"). The Notice of Claim shall state that the Claimant asserts a construction defect claim. The Notice of Claim shall describe the claims in detail sufficient to explain the nature of the alleged construction defects and the results of the defects. In addition, the claimant shall provide to the General Contractor or Developer any evidence that depicts the nature and cause of the construction defects, including expert reports, photographs, and videotapes, if that evidence otherwise would be discoverable under evidentiary rules

For purposes of clarification of the above terms and conditions, a Unit Owner may file a Claim against Respondent for problems or deficiencies with his or her Unit only. A Unit Owner may not file a Claim against Respondent for problems or deficiencies with the Common Elements or Limited Common Elements, as all Unit Owners covenant and agree that all such Claim rights are exclusively those of the Association. The Association only may file Claims against Respondent for problems or deficiencies affecting more than 20% of all Units in the Property, and, in such case, all Unit Owners covenant and agree that the Association shall serve in a representative capacity on behalf of all such affected Unit Owners should the Association elect to do so.

C. Negotiation and Mediation.

If the parties do not resolve the Claim amongst themselves in accordance with the notice and opportunity to cure provisions set forth above ("Termination of Negotiations"), then Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of an independent, mutually acceptable agent providing dispute resolution services in the Metropolitan Nashville, Tennessee area.

If Claimant does not submit the Claim to mediation within such time period or does not appear for mediation, Claimant shall be deemed to have absolutely, unconditionally, and forever waived the Claim, and Developer and General Contractor shall be released and discharged from any and all liability whatsoever to Claimant on account of such Claim.

Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If the parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or such additional time as determined by the mediator, the mediator shall issue to all parties a written notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the parties are at an impasse and the date that such mediation was terminated.

Within five (5) days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to Respondent, and Respondent shall make a final written settlement offer ("Settlement Offer") to Claimant. If Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If Respondent fails to make a Settlement Offer, they shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

D. Final and Binding Arbitration.

If parties do not agree in writing to a settlement of the Claim within fifteen (15) days of the Termination of Mediation, then the Claimant shall have fifteen (15) additional days thereafter (i.e , thirty (30) days from the date of Termination of Mediation) to submit the Claim to arbitration before the American Arbitration Association pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association

If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, then the Claim shall be deemed abandoned, Respondent shall be released and discharged from any and all liability whatsoever to Claimant arising out of such Claim.

This Section 2. is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Tennessee. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it to the fullest extent permitted under the laws of the State of Tennessee.

E. Allocation of Costs of Resolving Claims.

Each party (regardless of the outcome of the arbitration proceeding) shall bear its own costs, including attorneys' fees, arbitration filing fees, and arbitration case service fees. The parties shall share equally in all arbitrator compensation and expenses and compensation of the mediator and mediation

service. Under no circumstances whatsoever shall one party be entitled to receive reimbursement from the other party for the above-described costs, expenses, and fees, including, but not limited to, attorneys' fees.

F. Enforcement of Resolution.

After resolution of any Claim, if any party fails to abide by the terms of any settlement agreement or Award, then any other party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties jointly and severally) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs.

G. General Contractor Beneficiary.

General Contractor is an express beneficiary of the terms set forth in this Section, and the terms of this Section may not be amended in any manner whatsoever without General Contractor's prior written consent. THE TERMS OF THIS SECTION SHALL NOT BE DEEMED TO PROVIDE ANY IMPLIED OR EXPRESS WARRANTY RIGHTS WHATSOEVER BY DEVELOPER AND GENERAL CONTRACTOR TO THE ASSOCIATION OR ANY OWNER, AND DEVELOPER AND GENERAL CONTRACTOR EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY TENNESSEE LAW. Developer and General Contractor may seek enforcement of the rights afforded to it under this Section by filing an action at law or in equity, including the remedy of specific performance, in the appropriate court of competent jurisdiction in the State of Tennessee and notwithstanding to the contrary any arbitration provision set forth in this Declaration or any other instrument whatsoever.