Map & Parcel No. 174-00-0-258.00

This instrument prepared by:

SHERRARD ROE VOIGT & HARBISON, PLC (SWF)
150 3rd Ave. South, Suite 1100
Nashville, Tennessee 37201

Karen Johnson Davidson County
Batch # 1089104 DEEDMAST
01/05/2024 02:40:46 PM 103 pgs
Fees: $517.00 Taxes: $0.00
20240105-0001236

# DECLARATION

# OF

# THE MAINSTEAD AT CENTURY FARMS CONDOMINIUM

## ARTICLE I

## SUBMISSION; DEFINED TERMS

Section 1.1 Submission of Real Estate. OXFORD CENTURY FARMS APARTMENTS LLC, a Georgia limited liability company (the "Declarant"), owner in fee simple of the real estate described in Exhibit A attached hereto, located in Davidson County, Tennessee, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of T.C.A. § 66-27-201 through 507, known as the Tennessee Condominium Act of 2008 (the "Act").

Section 1.2 Defined Terms. Each capitalized term not otherwise defined in this Declaration or in the Plats and Plans (as defined in Section 2.3) shall have the meanings specified or used in the Act. Unless the context requires otherwise, certain terms used in this Declaration, the Bylaws and Articles of Incorporation shall be defined as follows:

"Access Driveway" means the private driveway which provides ingress and egress to the Condominium to and from the roundabout intersection of Century Farms Parkway and Cane Ridge Road and which driveway is located between Building 200 and Building 400 as further shown on the Plat.

"Additional Property" shall have the meaning given to such term in Section 8.1(e).

"Annual Assessment" shall mean the assessment to be uniformly levied by the Board of Directors against each Unit as more particularly described in Article VI below.

"Building" or "Buildings" shall mean the Mixed Use Buildings and/or the Multi Family Buildings within the Condominium, as the context requires.

"Bylaws" shall mean the Bylaws of The Mainstead at Century Farms Owners' Association, Inc. attached to this Declaration as Exhibit G and incorporated herein by this reference.

"Charter" shall mean the Charter of The Mainstead at Century Farms Owners' Association, Inc. attached to this Declaration as Exhibit H and incorporated herein by this reference.

"CHS Easements and Restrictions" has the meaning given to such term in Section 8.1(e).

"CHS Owner" means the owner of the fee and/or leasehold interest in the CHS Tract.

"CHS Tract" means the property known as Lot No. 1 on the plan of the Subdivision of Century Farms, of record as Instrument No. 20150917-0094651, Register's Office for Davidson County, Tennessee.

"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 Access Driveway; (iii) all easements, rights or appurtenances affecting or relating to the use of all Units or Common Elements; (iv) any areas designated as Common Elements on the Plat or Plans; and (v) all other elements (other than the Units) desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium.

"Common Expense(es)" shall mean the actual or anticipated expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

"Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association over and above the amount of Common Expenses.

"Condominium Instruments" shall mean this Declaration, all exhibits to this Declaration, and the Plat and Plans, all as may be supplemented or amended from time to time.

"Improvement" or "Improvements" shall mean and include any building, structure or construction on or within a Unit, Limited Common Element, and/or Common Element or any portion thereof, including by way of illustration, but not limitation, all land preparation or excavation, utilities and sewer facilities and systems, road ways, access ways, landscaping, buildings (whether fully or partially enclosed), parking structures, parking areas, parking decks, loading areas, fences, walls, exterior screening, poles, towers, antenna, aerials, lighting, driveways, ponds, lakes, fountains, swimming pools, tennis courts, decks, signs, exterior illumination, exterior communications equipment and related facilities. The terms "Improvement" and "Improvements" shall refer to original Improvements and all later replacements, rebuildings, changes or alterations, and shall include Improvements that may be permanent or temporary, stationary or moveable, or that may be above, on or below ground level.

"Insurance Shortfall Payment" shall have the meaning given to such term in Section 7.8.

"Land" shall mean the real estate described in Exhibit A attached hereto, located in Davidson County, Tennessee.

"Limited Common Elements" means a portion of the Common Elements allocated by the Declaration or by operation of Tennessee Code Annotated § 66-27-302(2) or (4) for the exclusive use of one or more, but fewer than all, of the Units. The Retail Parking Lot, Residential Limited Common Elements, and Mixed Use Building Common Elements are Limited Common Elements. Limited Common Elements are sometimes referred to on the Plat by symbol "LCE."

"Maintenance Shop" shall mean the Maintenance Shop as shown on the Plat located in the North East corner of the Property.

"Mixed Use Building or Mixed Use Buildings" shall mean Buildings 100 and/or 200 (as shown on the Plat) within the Condominium, as the context requires.

"Mixed Use Building Common Element" means any Common Element located in a Mixed Use Building (other than any Limited Common Element allocated to the Retail Unit, or any Residential Limited Common Element) which are desirable or rationally of common use by all Units located in the Mixed Use Buildings or necessary to the existence, upkeep and safety of the Mixed Use Building. Mixed Use Building Common Elements will be for the exclusive use of the Units located in the Mixed Use Buildings. To the extent the Plans show a Mixed Use Building Common Element on the lowest level of a Mixed Use Building, the Mixed Use Building Common Element shown on the Plans shall include the area directly below such area (and outside the boundary of a Unit) to the lowermost surface of the foundation on which the Mixed Use Building is constructed, with any flooring, subfloor, and building foundation constituting part of such Mixed Use Building Common Element. For avoidance of doubt, the electric room behind the central stairwell in front of Building 100 and the retaining wall in each Mixed Use Building are each a Mixed Use Building Common Element. The Board of Directors shall have the authority reasonably to determine whether or not a Common Element is a Mixed Use Building Common Element.

"Mixed Use Building Common Element Allocation" means the allocation of the costs and expenses related to the Mixed Use Building Common Elements as set forth on Exhibit E, which allocation is determined by the approximate number of square feet of a Unit in the Mixed Use Buildings to the approximate number of square feet of all the Units in the Mixed Use Buildings.

"Mixed Use Building Roof" means all portions of the roof at the highest level of Building 100 and/or Building 200, separately or collectively as the context requires. For avoidance of doubt, the roof serving the Retail Unit and extending from level 1 of a Mixed Use Building is not part of the Mixed Use Building Roof.

"Multi Family Building or Multi Family Buildings" shall mean Buildings 300, 400, and/or 500 (as shown on the Plat) within the Condominium, as the context requires.

"Occupant" shall mean any Person, including any Owner or sub-owner, having a right to exclusively occupy or use all or any portion of a Unit for any period of time.

"Owner" or "Unit Owner" shall mean the record titleholder of a Unit, but shall not include a Person who is only a Mortgage Holder. The term "Owner" or "Unit Owner" shall refer to the owner of a particular Unit and the term "Owners" or "Unit Owners" shall refer collectively to the owners of all Units. If a Unit is submitted to the condominium form of ownership as a separate condominium, the term "Owner" or "Unit Owner" shall, for that Unit only, thereafter refer only to the sub-association formed to operate the subcondominium on behalf of the individual sub-owners. Unless specifically otherwise set forth herein, each such sub-association, if any, shall act on behalf of the individual sub-owners within the Unit through a representative designated by the board of directors of such Sub-association with respect to all matters set forth herein and shall for all purposes be deemed to be the "Owner" of the "Unit." The term "Owner" as used herein shall under no circumstances refer to a Person who is only a sub-owner. Nothing herein shall be construed to create any obligation to submit a Unit to the condominium form of ownership.

"Percentage Interest" shall have the meaning ascribed in Section 4.1.

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

"Person" shall mean any individual, corporation, trust, partnership, limited liability company or partnership, joint venture, or unincorporated association.

"Residential Limited Common Elements" are Limited Common Elements that are reserved for the use of the Residential Units, including, without limitation, the following: (i) the Residential Parking Lot; (ii) the swimming pool and pool deck; (iii) the Maintenance Shop; (iv) any landscaping or sidewalks not part of the Residential Parking Lot but serving any Multi Family Building, (v) dog park, (vi) pet spa, (vii) grilling areas, (viii) the retaining walls located in front of Building 400 and Building 500 (near Century Farms Parkway) and the retaining wall located in the rear of Building 400 and Building 500 (near the pond), and (ix) any other area designated on the Plat or Plans as a Residential Limited Common Element.

"Residential Parking Lot" shall mean each of the following: (i) the parking lot surrounding Building 300; (ii) the parking lot in front of Building 400 and Building 500 and the parking lot in between Building 400 and Building 500; (iii) the parking lot on the east side of Building 100 and Building 200; and (vi) all related Improvements included within the boundaries of any of the foregoing parking lots as shown on the Plat, including all paving, pavers, landscaping, features, retaining walls, benches, signage and trash receptacles. For the avoidance of doubt, all parking lots on the Property other than the Retail Parking Lot shall comprise the Residential Parking Lot.

"Residential Unit" shall mean each of Residential Unit-1, Residential Unit-2, Residential Unit-3, and Residential Unit-4, as specified on the Plat and Plans. "Residential Units" means, collectively, Residential Unit-1, Residential Unit-2, Residential Unit-3, and Residential Unit-4.

"Residential Unit Amenities" shall mean the leasing office, rooftop deck, lounge, swimming pool and pool deck, fitness center, mail room, dog park, pet spa, grilling areas and any other amenities reserved solely for the use of the owners, lessees, occupants and invitees of the Residential Units.

"Retail Parking Lot" shall mean the parking lot on the West, South, and North sides of Building 100 and Building 200 (located between Century Farms Parkway and Building 100 and Building 200) and all related Improvements included within the boundaries thereof as shown on the Plat including all paving, pavers, landscaping, features, retaining walls, benches, signage and trash receptacles.

"Retail Parking Lot Allocation" shall have the meaning given to such term in Section 16.3.

"Retail Unit" shall mean the Retail Unit as specified on the Plat and Plans.

"Specific Assessment" shall mean an assessment levied by the Board of Directors against a Unit as permitted in Section 66-27-414 of the Act as provided below:

(i) Any Common Expenses significantly disproportionately benefiting only one (1) or more Units (including, but not limited to, Common Expenses associated with the maintenance, repair, renovation, restoration, or replacement of any Limited Common Element) shall be specifically assessed equitably, in the Board of Directors' reasonable discretion, among all of the benefited Units according to the respective benefit received.

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

"Substantial Casualty to Mixed Use Building" shall mean any of the following: (i) any casualty or damage to any Mixed Use Building in which the cost to repair or restore exceeds $1,000,000; (ii) any casualty or damage to any Mixed Use Building which cannot reasonably be expected to be restored within three (3) months of the casualty or damage; or (iii) any casualty or damage to any portion of the Condominium in which any of the following applies: (A) there are either insufficient insurance proceeds available to restore the damage, or (B) any lender to any Residential Unit requires the insurance proceeds be paid to it or such lender threatens a default of the Residential Unit Owner should the insurance proceeds not be distributed to such lender.

"Unit" or "Units" shall mean Residential Unit-1, Residential Unit-2, Residential Unit-3, Residential Unit-4, and the Retail Unit, respectively or collectively in context with the terms hereof.

"Utility Facilities" has the meaning given to such term in Section 16.1(b).

## ARTICLE II

## NAMES; DESCRIPTION OF REAL ESTATE; PLAT

Section 2.1 Names.

(a) Condominium. The name of the Condominium is The Mainstead at Century Farms Condominium.

(b) Association. The name of the Association is The Mainstead at Century Farms Owners' Association, Inc..

Section 2.2 Real Estate. The Condominium is located in Davidson County, Tennessee. The real estate of the Condominium is described in Exhibit A.

Section 2.3 Plat and Plans. The Plat attached hereto as Exhibit B (the "Plat") and the Plans attached hereto as Exhibit C (the "Plans") are made a part of this Declaration for the purpose of describing the Condominium and the Units.

## ARTICLE III

## THE ASSOCIATION

Section 3.1 Authority. The business affairs of the Condominium shall be managed by the Association. The Association shall be governed in accordance with its Charter and Bylaws, as amended from time to time.

Section 3.2 Powers. In addition to and not in limitation of all other rights it may have under the Act or the Condominium Instruments, the Association, acting through its Board of Directors, shall have the right and authority (but not obligation):

(a) to enter into Units for maintenance, emergency or life-safety purposes, which right may be exercised by the Board of Directors, and its officers, agents, employees, managers and all police officers, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only

during reasonable hours and after reasonable notice to the affected Owner or Occupant provided at least twenty-four (24) hours in advance of such entry. For the purposes of this paragraph (a), an emergency justifying immediate entry into Units shall include, but not be limited to, the following situations: a water or sewer leak, utility line break, fire, strong foul odor, obvious insect infestation or sounds indicating that a person or animal might be injured or sick and require immediate medical attention. No one exercising the rights granted in this paragraph (a) shall be liable for trespass, damages or in any other manner by virtue of exercising such rights, except as provided in the Act. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that the Association, acting through its Board of Directors, shall have no duty or obligation to enter Units;

(b) to make and to enforce reasonable rules and regulations governing the use of the Common Elements and Limited Common Elements;

(c) to enforce use restrictions, provisions contained within the Declaration and Bylaws, and rules and regulations promulgated and adopted by the Association;

(d) to grant and accept permits, licenses, utility easements, access easements, leases and other easements; provided, however, except for the CHS Easements and Restrictions which may be granted by the Association, no permit, license, utility easement, access easement, lease, or other easement shall be granted or accepted if the permit, license, utility easement, lease, or other easement materially impairs the existing rights of any Owner or the use of the Owner's Units or Limited Common Elements assigned to such Unit, unless such Owner so consents in writing;

(e) to enter into an agreement which grants the CHS Easements and Restrictions;

(f) to control, manage, operate, maintain, improve and replace all portions of the Condominium which by the terms of this Declaration or by contract or agreement with any other Person become the responsibility of the Association;

(g) to represent and act on behalf of the Owners in the event of damage or destruction as a result of casualty loss;

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

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

(j) to enter into joint agreements and contracts with other associations and/or Sub-associations for the provision of services, including, without limitation, management, landscaping, utilities, and property monitoring services; and

(k) assign its future income, including its rights to receive Common Expense assessments, to finance Common Expenses.

Notwithstanding anything to the contrary in the Condominium Instruments, the Board of Directors shall not have authority to impose any rule or regulation that limits the otherwise lawful permitted uses of a Unit without the advance written consent of the affected Owner of such Unit.

## ARTICLE IV

## UNITS, ALTERATIONS OF UNITS

Section 4.1 Identification of Units. The Condominium shall consist of the Land, the Mixed Use Buildings and the Multi Family Buildings divided into one (1) Retail Unit and four (4) Residential Units and Common Elements, some of which may be assigned as Limited Common Elements. Each Unit consists of its defined space together with its percentage interest in the Common Elements as set forth on Exhibit E attached hereto and incorporated herein by this reference (the "**Percentage Interest**"). Each Unit's Percentage Interest is based on the approximate square footage of the Unit to the total square footage of all the Units in the Condominium. Each Unit is identified as either Retail Unit, Residential Unit-1, Residential Unit-

2, Residential Unit-3, or Residential Unit-4 on the Plat or Plans or both. Although (i) a Residential Unit may occupy multiple levels of a Mixed Use Building or Multi Family Building and (ii) portions of a Residential Unit and the Retail Unit may not be contiguous with other portions of the same Unit, each Unit constitutes a single Unit under this Declaration, regardless of the number of levels it occupies or its lack of contiguity with other portions of the same Unit. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments.

Section 4.2 Unit Boundaries for Units in a Mixed Use Building. The boundaries of each Unit in the Mixed Use Buildings are located as shown on the Plat and Plans and are more particularly described as follows:

(a) Boundaries for the Retail Unit and Residential Unit-1 in the Mixed Use Buildings.

(i) Vertical Boundaries.

(a) except as provided in subsection (b) below, the perimetrical or vertical boundary of a Unit shall be the vertical plane formed by the surface of the outermost exterior wall or surface of the Building, with all exterior material, waterproofing or exterior treatment, interior studs, drywall, Sheetrock, or gypsum board being a part of the Unit.

(b) with respect to common walls between Units or common walls between a Unit and a Mixed Use Building Common Element in a Mixed Use Building, the perimetrical or vertical boundary of the Unit shall be the vertical plane formed by the centerline of such walls.

(ii) Horizontal Boundaries.

(a) Retail Unit. The upper horizontal boundary of the Retail Unit shall be the centerline of the concrete slab (or such other material) constituting the ceiling of the Unit and the floor and/or balcony of Residential Unit-1 above and (where applicable) include the exterior surface of any roof above only the Retail Unit (with the shingles or other material constituting the roof, decking and trusses all being part of the Retail Unit) and extending from level 1 of a Mixed Use Building. The lower horizontal boundary of the Retail Unit shall be the lowermost surface of the foundation on which the Unit is constructed, with any flooring, subfloor, and building foundation constituting part of the Retail Unit.

(b) Residential Unit-1. The upper horizontal boundary of Residential Unit-1 shall be the exterior surface of the roof at the top of a Mixed Use Building, with the shingles or other material constituting the roof, decking and trusses all being part of the Unit. The lower horizontal boundary for Residential Unit-1 shall be the centerline of the concrete slab (or such other building material) constituting the ceiling of the Retail Unit below and the floor and/or balcony of the Residential Unit-1; provided, however, any portion of Residential Unit-1 located on the lowest level of a Mixed Use Building shall have the lowermost surface of the foundation on which Residential Unit-1 is constructed as its lower horizontal boundary, with any flooring, subfloor, and building foundation constituting part of Residential Unit-1.

(b) Additional Information to Interpret Unit Boundaries for the Retail Unit and Residential Unit-1 in the Mixed Use Buildings.

(i) Intentionally Omitted

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

(iii) Exterior glass surfaces, including, but not limited to, windows and glass doors, attached exclusively to a Unit shall be deemed part of such Unit.

(iv) Heating and air conditioning systems serving a single Unit in a Mixed Use Building including, without limitation, all duct work for such systems (including any

parts thereof located outside the boundaries of the Unit) shall be deemed as part of the Unit so served.

(v) The elevators, stairs (except for any joint/shared stairs as shown on the Plans which are Mixed Use Building Common Elements), and related components and systems exclusively serving Residential Unit-1 shall be part of Residential Unit-1.

(vi) Any balcony (including attached railing) attached to and exclusively serving Residential Unit-1, as more specifically shown on the Plans, is part of Residential Unit-1. The brick wall and railings extending from the front façade of the Retail Unit shall be considered part of the Retail Unit.

(vii) The leasing office, rooftop deck, lounge, fitness center, electric room behind fitness center, and mail room in the Mixed Use Building shall be part of Residential Unit-1.

(viii) Any patio and sidewalk and any appurtenant feature such as a retaining wall, brick enclosure or railings attached to and exclusively serving the Retail Unit or a portion of Residential Unit-1, as more specifically shown on the Plat or Plans, is part of the Retail Unit or Residential Unit-1 served thereby. Specifically, but not by way of limitation, the patio space immediately fronting the fitness center and leasing office, the retaining wall surrounding the patio and the stairs thereto are considered part of Residential Unit-1.

(ix) The exterior stairs leading to the patio area between Buildings 100 and 200, the patio area between Buildings 100 and 200 and the retaining wall surrounding such patio and stairs are considered part of the Retail Unit.

(x) If any chutes, flues, ducts, conduits, plumbing fixtures, wires, pipes, drains, chases or other apparatus lies partially within and partially outside of the designated boundaries of a Unit in a Mixed Use Building as such boundaries are described in Section 4.2 hereof, any portion thereof which serves only that Unit shall be deemed to be a part of that Unit, while any portions thereof which serve the Retail Unit and a Residential Unit or one Unit and the Common Elements shall be deemed part of the Mixed Use Common Elements.

(xi) For avoidance of doubt, any roof located on level one (1) of a Mixed Use Building and serving only the Retail Unit shall be part of the Retail Unit as shown on the Plans.

(xii) To the extent Residential Unit-1 is above a Mixed Use Building Common Element as shown on the Plans, the lower horizontal boundary for Residential Unit-1 shall be the centerline of the concrete slab (or such other building material) located above the area shown on the Plans as part of a Mixed Use Building Common Element and the remainder of such area shall be deemed a Mixed Use Building Common Element.

Section 4.3 Unit Boundaries for Residential Units in the Multi Family Buildings. Each Multi Family Building shall be a separate Residential Unit as shown on the Plats and Plans and as follows: (i) Residential Unit-2 shall consist of all of Building 300; (ii) Residential Unit-3 shall consist of all of Building 400; and (iii) Residential Unit-4 shall consist of all of Building 500. Each Residential Unit shall consist of the volume or cubicles of space in its respective Multi Family Building which lie between the lower, upper and lateral or perimetrical boundaries of such Unit in its Multi Family Building described as follows:

(a) The upper horizontal boundary shall be the exterior surface of the roof, with the shingles or other material constituting the roof, decking and trusses of any Multi Family Building shall all be part of the Unit.

(b) The lower horizontal boundary shall be the lowermost surface of the foundation on which any Multi Family Building is constructed, with any flooring, subfloor, and building foundation constituting part of the Unit.

(c) The perimetrical or vertical boundary shall be the vertical plane formed by the surface of the outermost exterior wall or surface of a Multi Family Building, with all exterior material, waterproofing or exterior treatment, interior studs, drywall, Sheetrock, or gypsum board being a part of the Unit.

(d) Exterior glass surfaces, including, but not limited to, windows and glass doors, attached exclusively to a Unit shall be deemed part of the Unit.

(e) If any chutes, flues, ducts, conduits, plumbing fixtures, wires, pipes, drains, chases or other apparatus lies partially within and partially outside of the designated boundaries of a Unit as such boundaries are described in Section 4.3 hereof, any portion thereof which serves only that Unit shall be deemed to be a part of that Unit, while any portions thereof which serve more than one Residential Unit, or a Residential Unit and the Retail Unit shall be deemed part of the Common Elements.

(f) Any balcony (including attached railing) attached to and exclusively serving a Unit, as more specifically shown on the Plans, is part of the Unit.

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

Section 4.4 Alterations of Units. Notwithstanding anything to the contrary stated herein, the Owner of a Residential Unit in a Multi Family Building may alter, modify, demolish, improve, replace, reconstruct, and redevelop from time to time, any portion of such Residential Unit, any Limited Common Element allocated to any Residential Unit, any Residential Parking Lot (provided vehicular access is maintained through the Residential Parking Lot for Building 100 and Building 200), the swimming pool and pool deck, grilling areas, dog park, pet spa in its sole and absolute discretion and without consent from any other Owner or the Association. In addition, notwithstanding anything to the contrary stated herein, the Owner of Residential Unit-1 and the Retail Unit Owner shall have the right and power, except as provided otherwise herein, and without obtaining the approval of each other or the Association, to alter, modify, demolish, replace, reconstruct, and redevelop from time to time, any portion of Residential Unit-1 or the Retail Unit; provided, however, under no circumstances will alterations or Improvements be made or permitted to be made to Residential Unit-1 or the Retail Unit without the written consent of the other Unit Owners (or, in the alternative, the unanimous approval of the Board of Directors), if such alteration or Improvement:

(a) violates this Declaration, Bylaws or rules and regulations promulgated and adopted by the Association in accordance with this Declaration or any applicable building codes, zoning or other laws;

(b) diminishes in any material respect the benefits afforded to the other Owner by any easement or license or unreasonably interrupts such other Owner's material use or enjoyment of any easement or license without the written consent of such Owner;

(c) potentially adversely affects or impairs in any material respect the structural integrity of any Improvements in the Common Elements or any other Unit;

(d) involves connecting to or relocating pipes, lines, conduits and/or other apparatus for access to common utilities;

(e) places an excessive load on any structural or load bearing portions of a another Unit or the Common. Elements;

(f) requires penetration of any concrete floor or concrete ceiling slab (the foregoing does not apply to the concrete floor where no other level is located directly below), or any wall separating any part of Residential Unit-1 from the Retail Unit; or

(g) involves any alteration, repair, replacement or modification to any exterior wall in any Mixed Use Building (other than the installation of signage).

The Owner of the Retail Unit or Residential Unit-1 for which the change is being requested shall present to the other Unit Owners (or the Board of Directors, if applicable) such information as the other Unit Owner may reasonably require, including, but not limited to, the following documentation:

(a) if applicable, a report or drawing prepared and certified by a structural engineer licensed in the State of Tennessee, which report or drawing shall demonstrate that such proposed modifications will not adversely affect or impair the structural soundness or integrity of the Building or any of the Units;

(b) building plans for the proposed modifications;

(c) all necessary permits or approvals required by governmental authorities for the proposed modifications; and

(d) a certificate of insurance from applicant's contractor, which names the Association and the Owner of the Unit as an additional insured and evidences such coverage requirements as may be specified by the Board of Directors.

(e) Furthermore, if alterations to the interior of the Retail Unit or Residential Unit-1 require the penetration of the concrete floor (except the concrete floor where no other level is located directly below), ceiling slab or wall separating two (2) Units, the Owner seeking approval shall provide a report prepared and certified by a structural engineer licensed in the State of Tennessee confirming that an x-ray analysis, or similar examination, has been performed for the purposes of verifying that such penetration of the concrete floor, wall, or ceiling slab will not impair the structural integrity of such concrete floor, wall or ceiling.

Section 4.5 Relocation of Boundaries Between Adjoining Units. Subject to the approval of the Board of Directors, the boundaries between adjoining Units may be relocated by an amendment to the Declaration as provided in Section 66-27-312 of the Act if the Owners of those Units and their respective Mortgagees submit to the Board of Directors such application as shall reasonably be required. If approved, the Association shall prepare, execute and record an amendment to the Declaration at the expense of the Owners of the affected Units.

Section 4.6 Subdivision of Unit. Upon approval of the Board of Directors, a Residential Unit may be subdivided into two or more Residential Units as provided in Section 66-27-313 of the Act if the Owner of the Residential Unit to be subdivided and any affected Mortgagee shall submit to the Board of Directors such application as shall be reasonably required. If approved, the Association shall prepare, execute and record an amendment to the Declaration at the expense of the Owner of the subdivided Residential Unit. The Retail Unit may not be subdivided.

Section 4.7 Requirements for Approval. The Board of Directors may condition its approval of any application submitted pursuant to Sections 4.5 or 4.6 hereof upon additional requirements related to preservation of the structural integrity, aesthetics, operating efficiency, and protection of the Condominium and other Unit Owners including, without limitation, minimum Unit size requirements, acceptable architectural and engineering plans, maintenance of liability and workman's compensation insurance during construction, performance and payment bonds, or otherwise, the expense of which shall be borne by the affected Owners of the affected Units.

## ARTICLE V

## LIMITED COMMON ELEMENTS

Section 5.1 Allocation of Limited Common Elements. The Board of Directors, without need for a membership vote, is hereby authorized to assign and to reassign Limited Common Elements and Common Elements not previously assigned, provided that (i) no portion of the Retail Parking Lot may be assigned without the approval of the Owner of the Retail Unit; (ii) no portion of the Residential Limited Common Elements may be assigned without the approval of each Owner of the Residential Units; and (iii) any such assignment or reassignment shall be made in accordance with the provisions of Section 66-27-308 of the Act. Any Common Element parking not previously assigned as a Limited Common Element may be so assigned and a Limited Common Element may be reassigned by the Board of Directors upon written application to the Association by the Owner or Owners for whose exclusive use such Common Element is requested or whose use of the Limited Common Element previously assigned is directly affected provided, however, no such assignment shall be approved by the Board of Directors which would impair the rights of the other Owners under this Declaration. Upon such application, the Association shall prepare and execute an amendment to this Declaration assigning the Common Element as a Limited Common Element or reassigning the Limited Common Element, which amendment shall

be executed by the Owner or Owners. Notwithstanding the foregoing or anything herein to the contrary:

(a) The retaining walls in front of Building 100 and Building 200 (near Century Farms Parkway) and the Retail Parking Lot shall be reserved and assigned as Limited Common Elements of the Retail Unit (except for those spaces reserved and assigned as Limited Common Elements of the Residential Units as shown on the Plat); and

(b) The Residential Limited Common Elements shall be reserved and assigned as Limited Common Elements of the Residential Units.

Section 5.2 Additional Declaration. If any Residential Unit is submitted to an additional declaration creating a new condominium, the declarant may assign parking spaces allocated to such Unit as Limited Common Elements appurtenant to the units in the new condominium pursuant to the provisions of Section 66-27-308 of the Act (i) by making such allocation in a recorded instrument, or (ii) in the deed to the Unit to which such Limited Common Element parking area shall be appurtenant, or (iii) by recording an appropriate amendment to such declaration. Such allocations by the Declarant may be to Units owned by the Declarant. The Retail Unit may not be submitted to an additional declaration creating a new condominium.

## ARTICLE VI

## ASSESSMENTS

Section 6.1 Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Owners and Occupants of the Units as may be more specifically authorized from time to time by the Board of Directors.

Section 6.2 Obligation to Pay. Each Owner of a Unit, by acceptance of a deed to a Unit whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association Annual Assessments and Specific Assessments.

Section 6.3 Annual Budget and Annual Assessments.

(a) Preparation of Budget. For each fiscal year, the Board of Directors shall prepare a budget listing by category the estimated Common Expenses for such year (including the establishment and maintenance of such reserves as the Board may consider appropriate). The Board of Directors shall cause the proposed annual budget and Annual Assessments roster based thereon to be delivered to each Owner at the last address furnished to the secretary of the Association by the Owners not less than thirty (30) days prior to the beginning of the fiscal year to which the proposed annual budget and Annual Assessments roster relate and shall become effective (subject to the terms hereof) as of the first day of the next fiscal year. Notwithstanding the foregoing, the cost of maintenance, repair and replacement of the Mixed Use Building Roof, the Retail Parking Lot, the Residential Limited Common Elements, and the Access Driveway shall be handled under Article VII and not as part of a proposed annual budget or capital reserve budget.

(b) Annual Assessments. Each Owner shall pay an Annual Assessment based on its Percentage Interest; provided, however, that any allocation based on Mixed Use Common Elements will be allocated among Residential Unit-1 and the Retail Unit based on the Mixed Use Building Common Element Allocation. The amount of the Common Expenses paid as an Annual Assessment shall be based on the total Common Expenses as estimated in the annual budget, less the following:

(i) Any amounts in the budget to be funded by the payment of Specific Assessments; and

(ii) Undistributed and unreserved Common Surplus.

(c) Failure to Establish Annual Budget. In the event the proposed budget is not approved or the Board of Directors fails for any reason to determine the budget for the succeeding fiscal year, then and until such time as a budget shall have been determined as provided herein, the budget and Annual Assessments roster in effect for the then current year shall continue for the

succeeding year, provided, however the budget and Annual Assessment shall be one hundred and five percent (105%) of the preceding year's amount.

(d) Budget Adjustments. The Board of Directors shall have the right to:

(i) not spend the full amount budgeted for any particular line item in the budget;

(ii) spend more than what has been budgeted, and

(iii) shift revenues within the budget from one line to another.

(e) Capital Reserve Budget and Contribution. The Board of Directors may annually prepare a capital reserve budget, which may take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board may set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing by equal Annual Assessments over the period of the budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the annual budget and Annual Assessment as provided above. A copy of the capital reserve budget shall be distributed to each Owner in the same manner as the operating budget.

Section 6.4 Specific Assessments.

(a) The Board of Directors may, at any time and in addition to any other rights it may have, levy a Specific Assessment against such Units as, in its discretion, it shall deem appropriate. The Board of Directors shall send notice of which shall be sent to the applicable Owner(s).

(b) Failure of the Board of Directors to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board of Director's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board of Directors has not previously exercised its authority to assess as a Specific Assessment under this Section.

Section 6.5 Payment of Assessments.

(a) Payment of Annual and Specific Assessments. The Board of Directors shall establish the date payment of any Annual Assessment or Specific Assessment is due. In the Board of Director's discretion, Annual Assessments or Specific Assessment may be paid in installments.

(b) Exemptions. No Owner may exempt itself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, the Association's failure to perform its obligations required hereunder or an inconvenience or discomfort arising from the Association's performance of its duties.

Section 6.6 Creation of the Lien. All assessments shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made as provided by the Act. Each such Owner of a Unit and its grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. The lien provided for herein shall have priority as provided in the Act and otherwise under Tennessee law. The lien provided for in this Subparagraph shall be in favor of the Association for the use and benefit of all Owners. Each Owner, by its acceptance of a deed to a Unit, vests in the Association or its agents the right and power to sue or otherwise proceed against such Owner for the collection of such charges and/or to foreclose such liens as provided by Section 6.8 below and the Act.

Section 6.7 Interest on Assessments. Any past due common expense assessment shall bear interest at the maximum effective annual rate of interest as determined by the Tennessee Department of Financial Institutions.

Section 6.8 Power of Sale. The Association's lien for assessments may be enforced in like manner as a deed of trust with power of sale in accordance with T.C.A. §35-5-101, et. seq., provided that the Association shall give notice to the Unit Owner and to all lienholders of record prior to the first publication of notice as required under such section and T.C.A. §66-27-415.

Subject to compliance with such requirements, the Association may sell the Unit at public auction for cash, and in bar of the statutory right and any equity of redemption, homestead, dower and all other rights and exemptions of every kind, all of which are hereby waived; and the Association shall apply the proceeds from such sale - First to the payment of all costs and expenses of such sale, including attorneys' and trustees' fees and expenses incurred in connection with the sale and Grantor's default; Second to the payment of the assessment and interest thereon; Third, the surplus, if any, to the parties legally entitled thereto.

Section 6.9 Personal Liability. Each Owner of a Unit (whether one or more Persons) shall be and remain personally liable for the payment of all assessments which may be levied against such Unit by the Association in accordance with this Declaration and any applicable late charge and accrued interest thereon owed.

## ARTICLE VII

MAINTENANCE, REPAIR AND REPLACEMENT; INSURANCE

Section 7.1 Maintenance by Unit Owner.

(a) Each Unit Owner is responsible for maintenance, repair, and replacement of such Unit Owner's Unit and all Limited Common Elements serving or allocated to such Unit Owner's Unit, such that the Unit and the applicable Limited Common Elements serving or allocated to such Unit are, at all times, in good order, condition and repair, consistent with property of similar stature to that Unit in Davidson County, Tennessee. Subject to the provisions of Section 7.1(b), 7.1(c) and Section 16.3, in addition, each Owner shall also: (i) keep all portions of the Unit and any Limited Common Element serving such Unit in a clean, unlittered, orderly and sanitary condition; (ii) remove, to the extent practicable, snow, ice and surface waters, but recognizing that during ice and/or snow storms some amount of ice and/or snow may remain on the Condominium and the same may continue to be a hazard; (iii) maintain, repair and, when necessary, replace all glass surfaces comprising a portion of a Unit (including window washing); and (iv) keep all marking and directional signs, if any, on the Unit clear, distinct and legible. The Retail Unit Owner shall pay the cost of and have responsibility for ensuring the Retail Parking Lot and all appurtenant landscaping, retaining walls and features are in good repair and condition at all times, which includes regular sweeping, ice and snow removal as applicable, repaving and restriping, subject to the Residential Units' obligation for its share of the expense of such maintenance as further set forth in Article XVI, Section 16.3.

(b) The Owner of Residential Unit-1 shall be responsible for the maintenance, repair and replacement of the Mixed Use Building Roof as necessary to keep the same in good condition and repair. The Owner of Residential Unit-1 shall be responsible for 100% of such expenses with respect to the pitched portions of the Mixed Use Building Roof as designated on the Plans. The Owners of Residential Unit-1 and the Retail Unit will share the expenses of any maintenance, repair or replacement of the flat portions of the Mixed Use Building Roof as designated on the Plans based on the Mixed Use Building Common Element Allocation (but excluding the flat portion of the roof in Building 200 designated on the Plans as solely the responsibility of the Owner of Residential Unit-1). The Retail Unit will pay its share of any Mixed Use Building Roof maintenance, repair or replacement within thirty (30) days of receipt of an invoice from the Owner of Residential Unit-1.

(c) The Owner of the Residential Unit-1 shall be responsible for the repair, maintenance, and replacement of the Access Drive and the costs of such repair, maintenance, and replacement shall be shared by the Unit Owners based on their Percentage Interest.

(d) All Residential Unit Owners shall equally share the cost of and responsibility for ensuring the Residential Limited Common Elements and all appurtenant landscaping, retaining walls and features are in good repair and condition at all times, which includes regular sweeping, ice and snow removal as applicable, repaving and restriping of the Residential Parking Lots.

Section 7.2 Maintenance by Association. Except as expressly provided in Section 7.1 as the responsibility of a Unit Owner, the Association shall operate and maintain, repair, and when necessary, replace, as a Common Expense, the Common Elements, including, the Mixed Use

Building Common Elements, but excluding all other Limited Common Elements (subject to Section 7.4).

The Association by unanimous vote of the Board of Directors may delegate maintenance responsibility of any Common Element to a Unit Owner. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant not authorized by the Association which is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

The Association shall repair incidental damage to any Unit resulting from performance of work that is the responsibility of the Association. Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such Persons of its choice, such duties as are approved by the Board of Directors.

The Association shall not be liable for injury or damage to Person or property caused by the elements or by the Owner of any Unit, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, agents, or invitees, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner, or any Owner's Occupant, guest, agent, or invitee for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Article where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 7.3 Expense Allocation. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed against the Unit or Units to which the Limited Common Element is assigned; provided however, that any Common Expense associated with the Mixed Use Building Common Elements shall be assessed against Residential Unit-1 and the Retail Unit in accordance with the Mixed Use Building Common Element Allocation.

Section 7.4 Failure to Maintain. Notwithstanding anything to the contrary: (i) if any Owner or those claiming by, through or under it, abuses, misuses or fails to operate, maintain, repair or replace in the manner provided in this Declaration any item for which it is responsible hereunder or otherwise creates a situation in any portion of the Condominium with respect to which non-exclusive easements and licenses have been granted by this Declaration such that said areas require maintenance, repair or replacement in excess of what would be required by normal use of said areas for their intended purposes, such Owner shall be responsible for the excess costs of operating, maintaining, repairing and replacing said areas and (ii) if any Owner fails to operate, maintain, repair or replace in the manner provided in this Declaration any item for which it is responsible hereunder as required by this Declaration, and such failure continues for thirty (30) days after written notice to the Owner from the Association specifying the required repairs, the Association may (but shall not be required to) perform such maintenance, repair, and replacement and assess the Owner for all expenses incurred, together with up to a ten percent (10%) service charge for the Association's services. Each Owner shall maintain and promptly upon request, from time to time, make available to any other Owner complete maintenance records for its Unit with respect to which easement rights exist under this Declaration. As to any items that require coordination or cooperation as to timing, materials, payment or the like, the parties shall be reasonable in so cooperating and coordinating.

Section 7.5 Association Insurance. The Association shall maintain the property and liability insurance required by T.C.A. § 66-27-413, subject to the following additional requirements:

(a) Such property insurance shall be equal to the full insurable replacement value of the insured property, without deduction for depreciation (i.e., one hundred percent (100%) of current "replacement cost" exclusive of land, foundations, excavation and other items normally excluded from coverages, but including all building service equipment), written on Insurance Services Office (ISO) Causes of Loss Special Form (or its equivalent), an "agreed amount endorsement" or its equivalent, if available, or an "inflation guard endorsement", if available, coverage for Law and Ordinance, if applicable and including Equipment Breakdown Coverage. The insured property shall include the following: (i) All Common and Limited Common Elements, including fixtures and building service equipment and common personal property and supplies belonging to the Association, and (ii) the Units. Such insurance shall, if so required by the Federal National Mortgage Association and if and to the extent reasonably available, also cover fixtures, equipment and other personal property inside a Unit if such fixtures, equipment or personal property are financed by a mortgage purchased by the Federal National Mortgage Association. Notwithstanding anything to the contrary herein, this property insurance requirement may be met by one or more standalone policies obtained by the Association or a master or group insurance or policy or program available to a Unit Owner, so long as the policy or program meets the requirements of the Act.

(b) Such commercial general liability insurance written on ISO form CG 00 01 or its equivalent shall have limits of liability that shall be at least One million dollars ($1,000,000) per occurrence; Two Million Dollars ($2,000,000) general aggregate; One Million Dollars (1,000,000) personal and advertising injury; Two Million Dollars ($2,000,000) product & completed operations aggregate; One Million Dollars ($1,000,000) damage to property rented to you. The Board of Directors shall have the authority to require an increase in such limits if it deems such increase to be justified based on changes in the purchasing power of the dollar and prudent business practice.

(c) The Association shall maintain Fidelity bonds or insurance coverage against dishonest acts on the part of such Persons (including by way of illustration and not limitation, Association members, officers, directors, trustees, managers, agents, employees and volunteers) handling or responsible for funds belonging to or administered by the Association. In the event the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds or insurance coverage shall include officers, employees and agents of such management agent. Such fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount sufficient to cover the maximum funds that will be in the custody of the Association or its managing agent at any time while the bond is in force which is in no event less than one and one-half (1-1/2) times the Association's estimated annual operating expenses, including reserves. In connection with such coverage, an appropriate endorsement to such policy or bond in order to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. Such fidelity bond or insurance shall also: (i) name the Association as an obligee; (ii) contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions; and (iii) provide that same may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association and all Eligible Mortgagees and the Federal National Mortgage Association, its successors or assigns. A management agent that handles funds for the Association should also obtain its own fidelity bond, which must provide the same coverage required of the Association. The Association should be named as an additional obligee in the management agent's bond.

(d) The Association shall maintain worker's compensation and other mandatory insurance, when applicable, to meet the requirements of the State of Tennessee.

(e) The Association shall obtain directors and officers liability coverage insuring the directors and officers of the Association with limits of not less than One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) annual aggregate.

(f) The Association shall maintain flood insurance covering loss or damage to the Common Elements and property of the Association to flood if any of the insured property is located in Flood Zone A or V as defined by the Federal Emergency Management Agency (FEMA). The Association may obtain such insurance through any available governmental programs, providing for such coverage. The limits of insurance shall be the lesser of the full insurable

replacement cost or the maximum available coverage through the National Flood Insurance Program.

(g) Automobile Liability Insurance covering all owned, hired and non owned vehicles with limits of not less than One million dollars ($1,000,000) per occurrence.

(h) Umbrella or Excess Liability Insurance with limits of not less than $10,000,000 written on following form basis and including limits excess of the Commercial General Liability and Automobile Liability and directors and officers liability coverage.

(i) The Association shall maintain such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(j) The named insured on all insurance policies purchased by the Association shall be the Association, individually, and as agent for the owners of the Units covered by the policy, without naming them, and as agent for their mortgagees without naming them. The Unit Owners and their mortgagees shall be named as additional insured. All policies of insurance must be consistent with state and local insurance laws and equal such coverage as is commonly required by prudent institutional mortgage investors.

Section 7.6 Governing Provisions. All insurance obtained and maintained by the Association as provided in Section 7.5 above shall be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in the State of Tennessee and, to the extent practical and available, holding a financial rating of Class IX or better and a general policyholders rating of "A" or better by Best's Insurance Reports or other then comparable rating.

(b) Exclusive authority to adjust all claims under the policies hereafter in force on the Condominium shall be vested in the Association or its authorized representatives. The Association shall seek approval of Owners and their Mortgagees to any adjustment applicable to their Unit. If the loss relates to only one Unit, the approval of the Unit Owner and its Mortgagee shall be required before the Association settles the insurance claim unless the failure to settle such claim adversely affects other Unit Owners as determined by the Association.

(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 Declarant 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 Owner except ten (10) days prior written notice for nonpayment of premium;

(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 7.7 Unit Owner Insurance. Each Unit Owner shall maintain property and liability insurance on such Unit Owner's Unit as follows:

(a) Each Unit Owner shall maintain liability insurance comparable to that required to be maintained by an association under T.C.A. § 66-27-413, but such commercial general liability insurance written on ISO form CG 00 01 or its equivalent shall have limits of liability that shall be at least One million dollars ($1,000,000) per occurrence; Two Million Dollars

($2,000,000) general aggregate; One Million Dollars (1,000,000) personal and advertising injury; Two Million Dollars ($2,000,000) product & completed operations aggregate; One Million Dollars ($1,000,000) damage to property rented to you. The Owner of the Retail Unit shall maintain Umbrella or Excess Liability Insurance with limits of not less than $5,000,000 written on following form basis and including limits excess of the Commercial General Liability, Business Automobile Liability and Employer's Liability. The Board of Directors shall have the authority to require an increase in such limits if it deems such increase to be justified based on changes in the purchasing power of the dollar and prudent business practice.

(b) If the Association insurance does not provide coverage of the Unit Owners' alterations, additions, improvements, betterments, furniture, equipment, fixtures, inventory and personal property inside the Units, each Unit Owner shall maintain property insurance on such property equal to the full insurable replacement value of the insured property, without deduction for depreciation, and such insurance shall include a waiver of subrogation of claims against the Association for damage to such property. Property insurance shall be written on ISO Causes of Loss Special form (or its equivalent). The Association shall be included as a loss payee on all Retail Unit Owner property policies.

(c) All such policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the named insured, mortgagees of the Unit, and the Association, except ten (10) days prior written notice for nonpayment of premium. All insurance obtained by an Owner of a Unit shall, whenever such provisions are available, provide that such insurer waives its rights of subrogation against any other Owner, the Association, the Declarant and their respective servants, employees, agents, and guests. The Association shall be included as an additional insured on all Retail Unit Owner policies.

(d) The Owner of the Retail Unit shall require any Occupant or lessee of any portion of the Retail Unit to carry insurance meeting the requirements of Schedule 7.7(d) (subject to the right of the Owner of the Retail Unit to reduce the insurance requirements of any lessee with the prior written consent of the Association).

Section 7.8 Repair or Replacement after Casualty or Condemnation. Subject to the provisions of Section 7.10, any portion of the Condominium which is damaged or destroyed or condemned, shall be repaired or replaced promptly by the Association or Unit Owner responsible for the maintenance thereof unless one of the following occurs: (i) the Condominium is terminated under Article XVIII; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (iii) eighty percent (80%) of the Unit Owners, together with each Owner of a Unit which will not be rebuilt, vote not to rebuild. Subject to the provisions of Section 7.10, if any portion of the Condominium is not being repaired or replaced, the insurance proceeds attributable to such area shall be distributed in accordance with Section 66-27-413(h)(2) of the Act.

If the damaged portion of the Condominium is to be restored, the insurance proceeds must be disbursed first for the repair or restoration of the damaged property. Any reconstruction or repair of the Condominium or any Unit located therein shall be substantially in accordance with the Declaration or any additional declaration applicable thereto and the original plans and specifications for the affected portion of the Condominium unless modified by the vote of unit owner's possessing at least eighty percent (80%) of the total votes of the Association and Mortgagees that represent at least eighty percent (80%) of the votes of Units that are subject to Mortgages held by Mortgagees (inclusive of owners and mortgagees of units within a Unit submitted to an additional declaration).

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

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

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

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

(d) In the event that the damage and/or destruction from the casualty affects Limited Common Elements assigned to more than one (1) Unit, the Insurance Shortfall Payment shall be assessed against the Owners of the Units to which the Limited Common Element is assigned in proportion to each affected Owner's portion of the total cost of reconstruction and repair as allocated by the insurer; and

(e) In the event that the damage and/or destruction from the casualty affects the Common Elements (other than Limited Common Elements), the Insurance Shortfall Payment shall be assessed against all the Owners in accordance with the Percentage Interests appurtenant to each Unit as set forth in Exhibit E.

(f) Aside from its obligation to pay assessments for the Units that it owns, Declarant shall have no obligation to fund any deficit arising from insufficiency of insurance proceeds. If there are surplus funds after repair and reconstruction is completed, any surplus attributable to overpayments of Insurance Shortfall Payment shall be related to the Owner(s) that paid the Insurance Shortfall Payments on an equitable basis and any other surplus funds shall be disbursed to the Unit Owners in accordance with their Percentage Interest.

Section 7.9 Cost Allocation for Insurance carried by Association. Premiums for insurance policies purchased by the Association shall be paid by the Association, provided that the cost of insurance carried by the Association shall be allocated as follows:

(a) The cost of all insurance required by Section 7.5(a) shall be allocated to the Units according to the respective cost of obtaining such insurance covering each Unit, as determined by the Association;

(b) The cost of any other insurance required by Section 7.5(b)-(i) 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; and

(c) 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 or of 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 VII shall be paid by the Owners of the Unit affected by the loss and 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 or 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 the cause originated, will be responsible for the deductible under the Association's insurance policy.

Section 7.10 Casualty affecting a Residential Unit in a Multi Family Building. In the event of damage to or destruction of any part of a Residential Unit in a Multi Family Building, the Unit Owner of the damaged Residential Unit shall have the right to elect whether or not to repair, restore or rebuild, as applicable, such Residential Unit. If the Residential Unit Owner elects not to repair, restore or rebuild, the insurance proceeds attributable to that Residential Unit shall be used to restore the damaged area to a condition free of all debris and objects and in a safe and secure condition in compliance with all applicable laws, and the remainder of the insurance proceeds

attributable to such Residential Unit shall be distributed to the Owner of the Residential Unit in a Multi Family Building that is not being repaired, rebuilt or restored. If the Owner of the Residential Unit elects to repair, restore or rebuild the Residential Unit in the Multi Family Building, then subject to the provisions of Section 66-27-413 (h)(1) of the Act, the insurance proceeds shall be distributed to the Owner of the Residential Unit for such purpose.

## ARTICLE VIII

## DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

Section 8.1 Development Rights. The Declarant reserves the following Development Rights:

(a) The right to amend this Declaration and the Plat for the purpose of altering the boundaries between adjoining Units and changing the allocated percentage of ownership allocated to such Units owned by the Declarant prior to the first conveyance of any such Units to a Person other than the Declarant.

(b) The right to allocate specified areas which constitute a part of the Common Elements as Limited Common Elements for the exclusive use of the owners of Units to which these specified areas shall become appurtenant as provided in Sections 5.1 and 5.2 of this Declaration (but subject to the restrictions on changing the allocation of the Retail Parking Lot and Residential Limited Common Elements as set forth in Section 5.1).

(c) The right to establish one or more exterior audio, television, microwave or other antennae or antennae dish or signal capture and distribution device as a Common Element for the Condominium as set forth in Section 10.5 of this Declaration.

(d) The right to grant licenses for parties who are not Unit Owners to use portions of the Common Elements or Limited Common Elements, subject to an obligation to pay an equitable share of the Common Expenses attributable to the licensed Common Element or Limited Common Elements; provided, however, that this right shall not apply to the Retail Parking Lot without the consent of the director of the Board of Directors appointed by the Retail Unit; and

(e) The right to add the real estate described in Exhibit D and shown on the Plat to the Condominium as the proposed property transfer area (the "**Additional Property**") and subject such Additional Property to this Declaration by recording an amendment to the Declaration to effectuate the same. The amendment to the Declaration shall update the description of the Property on Exhibit A to include the Additional Property (and refer to the Updated Subdivision Plat referenced below) and amend Exhibit C to add a revised Condominium plat which includes such area. The foregoing amendment to this Declaration may be executed solely by the Declarant, without the consent or approval of any other Owner. The Additional Property shall be added to the Condominium as Common Elements, a portion of which however will be allocated as Residential Limited Common Elements, as shown on the Plat. Each Owner of a Unit authorizes the Declarant to execute any subdivision plat, consolidation plat, plat amendment, or other instruments or documents necessary to consolidate such Additional Property into the Property (collectively, the "**Updated Subdivision Plat**"), and the Declarant is authorized to take such action without the joinder of any other Owner. Each Owner acknowledges the Declarant's intention to add the Additional Property to the Condominium and that adding such Additional Property is necessary to eliminate certain encroachments shown on the Plat. Furthermore, each Owner acknowledges that an Updated Subdivision Plat will need to be submitted and approved by the Metropolitan Nashville Davidson County Planning Commission to include the Additional Property. Each Owner shall timely join in the execution of any Updated Subdivision Plat or other instrument or document to be submitted and approved by Metro Nashville Davidson County Planning Commission or other governmental agency promptly following the request of the Declarant, and each Owner shall cooperate with the recording of such plat. Each Owner shall take such further actions and execute such further instruments and documents as reasonably necessary to incorporate the Additional Property into the Condominium. If an Owner fails to promptly execute and deliver the Updated Subdivision Plat or any other instrument or document required to incorporate the Additional Property into the Condominium, then the Declarant on behalf of itself and the other Owners and/or the Association shall have the right to seek specific performance of such obligation in court in Nashville, Davidson County, Tennessee and shall have the right to recover all attorney's fees incurred in such litigation and shall have all other remedies available at law or equity.

The Additional Property is to be conveyed to the Declarant by the CHS Owner as part of the addition of such property to the Condominium. The CHS Owner may condition the conveyance of the Additional Property to Declarant on the following (the following items (i) – (iv) are, collectively, the "**CHS Easements and Restrictions**"): (i) the extension of utility and related easements granted to the CHS Owner in the Easement Agreement recorded as Instrument No. 20211130-0157783, Register's Office of Davidson County, Tennessee (the "**CHS Easement Agreement**") across the Common Element portion of the Additional Property; (ii) the grant of an access easement in favor of the CHS Owner for vehicular and pedestrian access over the Access Drive and the Common Element portion of the Additional Property; (iii) restrictions on use of the Additional Property set forth in the CHS Easement Agreement; and (iv) any additional covenant, easement, term or condition reasonably required by the CHS Owner, provided, that, such is reasonably acceptable to the Board of Directors. Each Owner (by acceptance of a deed to its Unit) consents to the Association's grant of the CHS Easements and Restrictions and shall join in and consent to any agreement or document reasonably related to the CHS Easements and Restrictions.

Section 8.2 Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

(a) The right to complete or make Improvements indicated on the Plat and Plans;

(b) The right to exercise any Development Right;

(c) The right to use, and to permit others to use, easements through the Common Elements (i) for the purpose of making improvements within the Condominium or within real estate that may be added to the Condominium, or (ii) as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration or to exercise any Development Right; and

(d) The right to exercise any other rights reserved to the Declarant in this Declaration.

Section 8.3 Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant for the lesser of the period of time specified in the Act or this Declaration, as the case may be. If neither the Act nor the Declaration specifies a time within which such right may be exercised, it may be exercised at any time.

## ARTICLE IX

## ALLOCATED INTERESTS

Section 9.1 Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes and voting interest in the Association allocated to each Unit are set forth in Exhibit E.

Section 9.2 Determination of Allocated Interests. The interests allocated to each Unit have been calculated as follows:

(a) The Common Elements and Common Expense liability are allocated based on each Unit's Percentage Interest (the formula for determining each Unit's Percentage Interest is set forth in Section 4.1).

(b) The number of votes for an Owner of a Unit shall be equal to such Unit's Percentage Interest (the formula for determining each Unit's Percentage Interest is set forth in Section 4.1) multiplied by 100.

## ARTICLE X

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 10.1 Use of Retail Unit

(a) General. All portions of the Retail Unit shall be used only for such commercial, office or business purposes that are that are lawful and permitted by applicable zoning ordinances.

(b) Prohibited Uses. Without limiting the generality of the foregoing, no part of the Retail Unit may be used for any of the following purposes:

(i) Residences;

(ii) Bowling alley, skating rink, billiard parlor or pool hall (except for pool tables used as an incidental or immaterial part of tenant's or occupant's business);

(iii) Funeral parlor, mortuary or funeral home;

(iv) Industrial, manufacturing, assembling, distilling, refining, smelting, agricultural or mining use (provided that (A) a greenhouse or plant nursery operation or the sale of food or agricultural products initially raised or grown elsewhere but living or growing on site, including living plant and food items such as fish, lobsters, oysters, house plants, yard plants, etc. in a grocery store or other setting shall be permitted; and (B) a retail establishment that includes assembly or similar activity as an entertainment and/or integral part of the service offered by the establishment, such as a "Build-a-Bear Workshop" store, or any pottery painting location or any operation similar to these examples shall be permitted);

(v) Adult bookstore, adult video tape store or other similar store or establishment selling or exhibiting obscene material provided, however, that the foregoing shall not prohibit a bona fide bookstore, media rental store and/or pharmacy (whether such bookstore, media rental store and/or pharmacy is the primary use of a business or a department within a larger business) that has incidental or immaterial sales of certain materials that may fall within the foregoing definition of "obscene" materials;

(vi) Adult theater exhibiting movies that are obscene;

(vii) Massage parlor, "strip club" "nude dance club" "semi-nude dance club" or similar club or establishment (provided, however, the foregoing shall not apply to massage facilities at health clubs, spas and the like typically found in upscale retail developments, nor shall it apply to upscale massage businesses such as "Massage Envy" or similar businesses, typically found in upscale shopping centers);

(viii) So-called "head shop" or other similar store or establishment selling or exhibiting drug related paraphernalia;

(ix) Flea market or pawn shop;

(x) Junk yard, dumping, disposal, incineration or reduction of garbage, sewage, dead animals or refuse;

(xi) Stockyard, slaughter of animals, livestock sales pavilion, or open farmers market (but this shall not prohibit a bona fide grocery store);

(xii) veterinary office, animal hospital or animal raising or boarding facilities;

(xiii) check-cashing store, provided, however, the foregoing shall not be applicable to any financial institution holding a state or federal banking charter, cash advance store, title loan store, or similar retail establishment;

(xiv) Gasoline station;

(xv) Laundromat; or

(xvi) Dry cleaner; provided that a chemical-free dry cleaning operation shall be permitted and any operation whose use of chemicals is performed off-site (e.g., a "pick-up/drop-off only" location) shall be permitted.

(c) Additional Use Restrictions for the Retail Unit. In addition, all portions of the Retail Unit shall be used and maintained in accordance with the following restrictions:

(i) Occupants of the Retail Unit may only receive deliveries between the hours of 7:00 a.m. and 9:00 p.m. if deliveries disturb Occupants of the Residential Unit.

(ii) No auction, distress, fire or bankruptcy sale, or a real or fictitious going out of business sale shall be advertised or conducted in the Retail Unit. No Retail Unit shall be used to suffer, permit or conduct the type of business commonly called a "cut price," "outlet," "discount" or "cut rate" dealer or store, flea market or temporary outlet for any goods.

(iii) All mechanical apparatus inside the Retail Unit shall be kept free of unreasonable vibration and noise that might be transmitted beyond the Retail Unit.

(iv) The Retail Unit may include restaurants, coffee shops, and/or food service establishments, which by the nature of such businesses will emanate odors into the surrounding area. All cooking of foods shall be performed in the kitchen of restaurants and all kitchens shall contain appropriate venting and exhaust systems (which shall take into consideration the impact of odors on the Occupants of the Residential Unit) to serve such facilities and such cooking equipment may only be vented through the existing exhaust shafts shown on the Plans as a portion of the Retail Unit or a Limited Common Element assigned to the Retail Unit.

(v) No store or other place of business located within the Retail Unit shall be open for business between the hours of 12 a.m. and 6 a.m. (or 12 a.m. and 5 a.m. for a gym or a coffee shop), Monday through Friday, or between the hours of 12 a.m. and 7 a.m. (or 12 a.m. and 5 a.m. for a gym or a coffee shop) on Saturday, Sunday or any legal holiday.

(vi) Outdoor patios or other areas that are part of the Retail Unit or have been assigned as a Limited Common Element to the Retail Unit may be used for outdoor dining, but shall not be used as a bar area that does not serve meals.

(vii) Outdoor seating on such patios or other areas that are part of the Retail Unit or have been assigned as a Limited Common Element to the Retail Unit shall cease at 11:00 p.m.

(viii) Outdoor patios or other areas that are part of the Retail Unit or have been assigned as a Limited Common Element to the Retail Unit may have music at reasonable volumes so long as the total noise level of the outdoor seating area at peak hours does not exceed seventy-five (75) decibels measured from a distance of fifty (50) feet and activities shall not cause unreasonable vibration and noise to be transmitted beyond the Retail Unit or into the Residential Units. Furthermore, intercom, microphone and other forms of voice amplification systems used for paging customers, guests or invitees of the Retail Unit shall be prohibited from outdoor use at all times unless approved by the Association.

Section 10.2 Use of Residential Unit. All portions of any Residential Unit shall be used for such residential purposes (including, without limitation, the use, renting or leasing as one or more residential or multifamily apartments) that are lawful and permitted by applicable zoning ordinances, provided, however, that a Residential Unit may also be used for purposes of a leasing office, lounge, fitness center, rooftop deck, temporary office use, and other ancillary uses that are lawful and permitted by applicable zoning ordinances.

Section 10.3 Use and Administration of the Common Elements. The Association shall have the right to impose reasonable rules and regulations with respect to the Common Elements; provided, however, such rules and regulations shall be nondiscriminatory, shall not impair any existing rights, and shall not be capricious or inconsistently enforced against any specific Owner.

Section 10.4 Signs, Advertising Posters, Political Placards, Banners, Flags, Stickers, Billboards, Speakers, Lighting, Awnings, Canopies or Shutters.

(a) General. No signs, advertising posters, political placards, banners, flags, stickers, billboards, lighting, awnings, canopies or shutters of any kind shall be erected, placed or permitted to remain on the Condominium without the written consent of all Owners, except for: (i) such items installed as of the Effective Date or which are shown on the approved Plans; (ii) such items expressly permitted in this Section 10.4; (iii) such items required by legal proceedings; (iv) such items located within the interior of a Unit and not visible from the exterior of the Unit; or (v) sidewalk lighting, awnings, and/or canopies located within or affixed to the exterior façade of the Retail Unit or any Limited Common Element assigned to such Unit provided such is consistent with retail or restaurant uses. The Board shall have the right to erect reasonable and appropriate signs or lighting of any kind on the Common Elements on behalf of the Association.

(b) Signage Control — Retail Unit.

(i) The Owner of the Retail Unit, on behalf of itself or an Occupant of any portion of the Retail Unit, shall be permitted to place signage on the exterior façade of the Retail Unit subject to the provisions of Section 4.4 and the following conditions:

(a) all signage shall comply with local signage ordinances;

(b) no signage shall contain or consist of flashing lights;

(c) no signage lighting shall be directed skyward;

(d) any illuminated signage shall contain shields designed to minimize light spillover visible from the Residential Unit;

(e) no signage shall contain any neon; and,

(f) any Owner or Occupant that removes signage or other Improvement from the exterior façade of the building shall restore the affected portions of the exterior façade to its original condition.

(ii) The Owner of the Retail Unit, on behalf of itself or an Occupant of the Retail Unit, shall be permitted to affix signage or advertising posters on the interior of any glass window or glass door of the Retail Unit, subject to the following:

(a) the signage or advertising poster shall relate to the operations of the businesses located in the Retail Unit;

(b) all signage and advertising posters shall comply with local signage ordinances;

(c) no signage or advertising poster shall contain or consist of flashing lights; and

(d) no signage or advertising poster shall contain any neon.

Section 10.5 Telecommunications Equipment. No exterior radio, television, microwave, or other antennae or antennae dish or signal capture of distribution device shall be permitted outside any Unit except as expressly permitted by applicable law. The Declarant or the Association may establish one or more exterior audio, television, microwave or other antenna or antenna dish or signal capture and distribution device as a Common Element for the Condominium.

Section 10.6 Rubbish, Trash, and Garbage. All rubbish, trash and garbage shall be regularly removed from a Unit and shall not be allowed to accumulate therein. No rubbish, trash or garbage shall be placed on the Common Elements (except for those portions of the Common Elements identified for use by the Retail Unit or designated by the Association), temporarily or otherwise, and shall be moved to the Condominium trash facilities for collection, or otherwise removed from the Condominium by an Owner or Occupant.

Only ordinary household trash generated by Occupants of a Residential Unit shall be disposed of in sealed trash bags (not greater than 13-gallon trash bags) and placed in the trash chute. Cardboard boxes and other large bulky items that do not fit within a 13-gallon trash bag shall not be placed in thrash chute but rather shall be moved to the Condominium trash facilities

for collection, or otherwise removed from the Condominium by an Owner or Occupant. Unless agreed to by an Owner of the Retail Unit, any trash receptacles or dumpsters serving any Retail Unit shall not be utilized by the Owner or Occupants of any Residential Unit.

Section 10.7 General Rules of Law to Apply. The establishment of this Condominium is not intended to alter the application to the Owners or their Permittees, guests, agents, or invitees of the laws of nuisance, or other laws relating to noise, disturbance, or other similar activities. The existence of this Condominium is also not intended to modify the burden of proof necessary to establish liability relating to nuisance, noise, disturbance, or similar activities under Tennessee law. The existence of this Condominium shall not result in any activity being deemed a nuisance or otherwise resulting in liability if such activity would not be deemed a nuisance or would not result in liability if this Condominium did not exist (and the Owners were merely adjacent property owners).

Section 10.8 Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing arrangement.

## ARTICLE XI

## RIGHTS OF MORTGAGEES

Section 11.1 Definitions

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

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

Section 11.2 Additional Rights of Mortgage Holders and Other Parties. The following provisions are intended for the benefit of each Mortgage Holder, and to the extent that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

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

(i) Reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;

(ii) Redefinition of any Unit boundaries;

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

(iv) Any provisions that expressly benefit mortgage holders, insurers or guarantors;

(v) Voting rights;

(vi) Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessments;

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

(viii) Insurance or fidelity bonds;

(ix) Responsibility for maintenance and repair of the Condominium.

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

(xi) Imposition of any restriction on the transfer of a Unit;

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

(xiii) Any provisions that expressly benefit mortgage holders, insurers or guarantors; and

(xiv) Termination of the legal status of the Condominium after substantial destruction or condemnation.

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

(i) any material damage to or destruction of the Units or Common Elements (for such purposes, any damage or destruction affecting any portion of the Common Element to the extent of Twenty-Five Thousand Dollars ($25,000.00) or more of their value, or, if damage, destruction or taking shall occur to a Unit, to the extent of Two Thousand Five Hundred Dollars ($2,500.00) of its value or more, shall be deemed material);

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

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

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

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

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

(i) The distribution to a Unit Owner of insurance proceeds (which insurance proceeds are not for paying construction cost of restoration or repair) or any condemnation award for losses to or a taking of a Unit or Common Elements shall at all times be subject to the terms of the first Mortgage Holder's mortgage, and no provision hereof shall be deemed to give a Unit Owner or any other party priority over any rights of the first Mortgagees of Units pursuant to their mortgages in respect to the distribution of such awards or proceeds (provided that this provision shall not apply to insurance proceeds that are being distributed to pay construction cost of restoration or repair of damaged portions of the Condominium).

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

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

(iv) The right to receive, without any charge and within a reasonable time after such request, the annual financial statement which is prepared and distributed by the Association to the Unit Owners at the end of its fiscal year, and if expressly requested by any of

the agencies or corporations which has an interest or prospective interest in the Condominium (HUD, FNMA, FHLMC, or VA) an audited financial statement for the immediately preceding fiscal year.

(d) Deemed Approval by Mortgagees. Any Mortgagee who receives a written proposal to approve amendments or other actions requiring the consent of Mortgagees and fails to deliver or mail to the requesting party a negative response within forty-five (45) days following receipt of notice of such proposal, followed by a second notice and a failure of Mortgagee to respond within fifteen (15) days, shall be deemed to have approved such request, provided that each notice was delivered by certified or registered mail, "return receipt requested."

Section 11.3 Notice to Association. Upon request, each Unit Owner shall be obligated to furnish to the Association the name and address of any Mortgagee encumbering such Owner's Unit.

## ARTICLE XII

## LIABILITY AND ENFORCEMENT ACTIONS

Section 12.1 In General. The Association or any Unit Owner shall have the right to prosecute any proceedings at law or in equity against any Person or Persons violating any of the provisions of this Declaration, the bylaws, or any rules and regulations of the Association, and to obtain relief by way of injunction, money damages, or both. No delay or omission on the part of the Association or a Unit Owner in exercising any right, power or remedy herein provided in the event of any breach of the foregoing covenants shall be construed as a waiver thereof or acquiescence therein. In the event any provision of the foregoing covenants shall be held invalid by judgment or court order, it shall not be deemed to affect any of the other covenants contained herein, which shall continue and remain in full force and effect. In the event that any of the foregoing covenants shall be declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then the term of such covenant shall be reduced to the maximum period of time allowed by the laws of the State of Tennessee. Should the Association or an aggrieved Co-owner employ counsel to enforce any of the foregoing covenants, the Association or such Co-owner, as the case may be, shall be entitled to recover from the breaching Co-owner the attorney's fees and expenses incurred in such action, provided the Association or such Co-owner ultimately prevails in such action.

Section 12.2 Self Help and Sanctions. The Association may impose sanctions upon a Unit or Unit Owner in violation of the Condominium Instruments and in accordance with the Act. Such sanctions may include, without limitation, the imposition of monetary fines, which shall constitute a lien upon the Unit of the violator. Any such fines shall be considered an assessment against the Unit and may be collected in the manner provided for collection of other assessments. The Association at its election, may also elect to enforce any provision of the Condominium Instruments by exercising self-help. This includes, but is not limited to, performing such repair and maintenance of a Unit or the Retail Parking Lot at the Owner's cost and expense, subject to the following:

(a) The Association or its duly authorized agent shall send a written notice to the violating Owner giving such violating Owner not less than thirty (30) days within which to cure such violation, except in the event of an emergency in which case the thirty (30) day requirement shall be waived. Such notice shall describe the violation and the violating Owner's obligations under this Declaration in reasonable detail and request that the violating Owner thereafter diligently commence and continue the actions necessary to cure such violation.

(b) If the Owner does not cure the violation after written notice, the Association shall provide not less than seven (7) days prior written notice to the violating Owner (except in the event of an emergency, in which case the requirement of notice shall not apply and be waived), that the Association or its duly authorized agent anticipates performing any self-help, together with notification of the proposed scope and location of the self-help work and the anticipated date of start and completion of such work.

(c) The self-help work shall be performed in a manner as not to cause any unnecessary interruption of or undue interference with the business of the violating Owner and/or its permittees.

(d) The self-help work shall be diligently pursued to completion.

(e) The Association shall indemnify and hold the violating Owner harmless from and against any and all expenses, liabilities, obligations, damages, penalties, claims, actions, costs and expenses, including reasonable attorneys' fees actually incurred, in connection with loss of life, bodily injury and/or damage to property caused by the Association, its employees or agents in connection with the performance of self-help work, except to the extent the same was caused by the negligence or misconduct of the violating Owner or its permittees.

(f) The Association shall pay for all costs and expenses as and when it incurs them in connection with any self-help work performed, but shall be permitted to collect all such reasonable amounts from the violating Owner in the same manner set forth in Article VI.

## ARTICLE XIII

ADDITIONAL DECLARATION

Section 13.1 New Condominiums. Any Residential Unit in the Condominium may be submitted to an additional declaration creating a new condominium, and any rights of the Declarant hereunder appurtenant to the Residential Unit submitted to such additional declaration may be exercised by the declarant of the new condominium.

Section 13.2 Election of Board of Directors. All Unit Owners shall appoint members of the board of directors as set forth in the Bylaws and the vote of any Unit subject to an additional declaration shall be cast by a representative of the association created under the additional declaration.

## ARTICLE XIV

DENSITY ALLOCATION AND ZONING COMPLIANCE

Section 14.1 Density Allocation and Zoning Compliance. Without limiting the provisions of this Section 14.1, and except to change a permitted zoning non-conformity to a zoning conformity, no Owner shall: (i) alter, modify or limit the maximum density allowed for another Unit or the permitted land uses of the Condominium; (ii) use the Condominium for any use other than those permitted under the zoning classification for the Condominium in effect as of the Effective Date, (iii) seek a special use permit; or (iv) make any alterations or allow any use of its respective Unit or take or fail to take any action that would violate the provisions of the applicable zoning ordinance (hereinafter collectively referred to as "Zoning Change"). In the event any Owner desires to seek a Zoning Change, such Owner must receive the prior written consent of each other Owner. Such consent by the other Owner(s) shall be deemed proper authorization for the Owner seeking the Zoning Change to act on behalf and as the limited lawful agent of the other Owner to seek and obtain said Zoning Change, whereupon the other Owner shall do all things as may be reasonably requested to obtain approval of the Zoning Change, at no cost or expense to the Owner not seeking the change. The aforementioned authorization to act as the limited lawful agent shall be limited to the purposes expressly contemplated herein and any attempt to use the authorization in violation of this Declaration shall be deemed null and void. Notwithstanding anything to the contrary stated in this Declaration, each Owner shall comply with the applicable zoning ordinance and all zoning conditions applicable to such Owner or its Unit, as of the Effective Date hereof, and no Owner may apply for or make any changes to the current zoning requirements and conditions applicable to the Condominium, without the consent of all the Owners.

## ARTICLE XV

GENERAL PROVISIONS

Section 15.1 Dispute Resolution/Forum Selection.

(a) Prior to filing a lawsuit against the Association, the Board of Directors, or any officer, director, or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the property manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good

faith effort to explain the grievance to the Board of Directors and resolve the dispute in an amicable fashion, and shall give the Board of Directors a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board of Directors shall give notice of the date, time and place of the hearing to the Person requesting the hearing. The Board of Directors shall schedule this hearing for a date not less than seven (7) or more than twenty one (21) days from the date of receipt of the request.

(b) All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Unit or allegedly sustaining such damage. Notwithstanding the foregoing, with respect to a Unit subject to a sub-declaration, the sub-association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Sub-owners which is based on any alleged defect in any sub-unit or any damage allegedly sustained by any sub-owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such sub-unit or allegedly sustaining such damage.

(c) This Declaration and its subject matter have substantial contacts with Tennessee, and all actions, suits, or other proceedings with respect to this Declaration, the Association, or any matter related to the Condominium shall be brought only in a court of competent jurisdiction sitting in Davidson County, Tennessee, or in the United States District Court having jurisdiction over that County. In any such action, suit, or proceeding, such court shall have personal jurisdiction of all of the parties hereto, and service of process upon them under any applicable statutes, laws, and rules shall be deemed valid and good.

Section 15.2 Security. THE ASSOCIATION AND/OR THE DECLARANT MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS THAT DIRECTLY OR INDIRECTLY IMPROVE SECURITY ON THE CONDOMINIUM; HOWEVER, EACH OWNER AND OCCUPANT, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, INVITEES, AND OTHER PERMITTEES, ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR THE DECLARANT IS A PROVIDER OF SECURITY AND NEITHER PARTY SHALL HAVE A DUTY TO PROVIDE SECURITY ON THE CONDOMINIUM. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE CONDOMINIUM AND COMMIT CRIMINAL ACTS ON THE CONDOMINIUM NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE CONDOMINIUM WILL NOT BE COMMITTED BY OTHER OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER AND OCCUPANT TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER AND OCCUPANT. NEITHER DECLARANT NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF MEASURES UNDERTAKEN.

Section 15.3 Enforcement. A breach by an Owner of the agreements set forth herein would cause irreparable and continuing injury to the other Owners and, in the event of such breach, monetary damages may be insufficient to compensate such other Owners for its injury. Accordingly, in the event of any breach or threatened breach of this Declaration by an Owner, each affected other Owner shall have the right (without the necessity of posting bond) to injunctive relief or to the issuance of an order to compel performance to enforce the provisions set forth herein; provided, however, such right shall be cumulative of any other rights and remedies under this Declaration, at law or in equity.

Section 15.4 No Third Party Beneficiaries. Except as expressly provided herein, nothing contained in this Declaration shall be deemed to create any rights or benefit in favor of any Person other than the Owners, their successors, successors-in-title and assigns.

Section 15.5 Rights of Permittees. To the extent any right or benefit created by this Declaration is stated to benefit the Permittees from time to time of any Owner, such Owner shall be entitled to designate from time to time which, if any, of its Permittees shall be entitled to utilize

and enjoy such benefits or rights and the terms and conditions of such use. This Declaration shall not be deemed to create any independent rights as to any Permittees.

Section 15.6 Successor-in-Title. The provisions of this Declaration shall apply to, inure to the benefit of and be binding upon the entirety of the Condominium, as applicable, and the Owner from time to time of any portion of the Condominium including, without limitation, any Mortgagee acquiring an interest in any portion of the Condominium or any Improvements thereon by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale; provided, however, Mortgagee shall not incur or be required to assume any obligation under this Declaration unless and until such Mortgagee has so acquired an interest in any portion of the Condominium or any Improvements thereon. The failure or default by an Owner to comply with any provision hereof shall not affect the validity of any Mortgage, lien or other similar security instrument that may then be existing on such Owner's Unit. Whenever in this Declaration a reference to an Owner is made, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such owner or party.

Section 15.7 Sales and Construction Activities. The Retail Unit may be conveyed prior to substantial completion of certain Improvements, including certain Buildings and certain portions of the Retail Unit. In addition to all other rights granted or reserved to Declarant in the Condominium Instruments, Declarant shall have the right to authorize within any Residential Unit and the Retail Unit, and upon any Common Element, all operations or activities necessary in its sole discretion to complete the construction and development of the Condominium (including, without limitation, the completion of construction and development of the Retail Unit, the Residential Units, and all Common Elements as shown on the Plans), including, without limitation, the right to alter Declarant's construction plans as Declarant deems advisable in connection with the development or enlargement of the Improvements. Regardless of any restriction or regulation, during the construction of the Improvements, in exercising the Development Rights or any of the Special Declarant Rights, Declarant may enter upon the Property and operate thereon such vehicles and equipment as shall be necessary in the sole discretion of Declarant for such purposes, and in connection with any construction, Declarant may store construction equipment and materials in appropriate areas in the Common Elements and in any Unit. Declarant shall have the right to authorize placement, upon the Common Elements, of signs designating the leasing of space within the Residential Units. Such signs may be placed in such locations and shall be of such size and character as Declarant may determine.

Section 15.8 Size of Unit. Exhibit E contains stated square footage within each Unit in the Property. These calculations shall be deemed final for all purposes and shall not be subject to challenge regardless of subsequent re-measurement or claim of error in calculation. The Declarant does not warrant, represent, or guarantee that any Unit actually contains the area, square footage, or dimensions as set forth in this Declaration. Each Purchaser and Owner of a Unit, or interest therein, has had full opportunity, and is under a duty, to inspect and examine the Unit purchased by him prior to the purchase thereof, and agrees that the Unit is purchased as actually and physically existing. Each purchaser of a Unit hereby expressly waives any claim or demand that he may have against the Declarant or other seller of such Unit on account of any difference, shortage, or discrepancy between the Unit as actually and physically existing and as it is shown in Exhibit C.

Section 15.9 Conflict in Boundaries of Unit. In the event there is a conflict between the boundaries of a Unit as described in Section 4.2 and Section 4.3 and that shown on the Plat and the Plans, the boundary of the Unit as shown on the Plat and Plans shall control.

Section 15.10 Invalidity; Severability. It is the intention of the Declarant that the provisions of this Declaration are severable so that if any provision is invalid or void under applicable federal, state, or local law or ordinance, decree, order, judgment, or otherwise, the remainder shall be unaffected thereby.

Section 15.11 Interpretation. The provisions of this Declaration shall be liberally construed to create a uniform plan for development and operation of a condominium project.

Section 15.12 Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any sub-declaration, and the Association may, but shall not be required to, enforce any provisions of the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of

incorporation, bylaws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any sub-declaration or sub-association shall be subject and subordinate to those of this Declaration and the Association. In the event of a conflict between the provisions of this Declaration and the provisions of Tennessee law, then to the extent that the provisions of Tennessee law cannot be waived by agreement, Tennessee law shall control.

## ARTICLE XVI

### GRANT, CREATION AND GENERAL CONDITIONS OF EASEMENTS

Section 16.1 Easements. In addition to the easements established on the Plats and Plans and as otherwise set forth herein, Declarant does hereby establish and create perpetual, non-exclusive (except as and to the extent provided to the contrary herein) easements in, to, over, across, under and through portions of Condominium for the purposes contemplated in this Section for the use and benefit of the respective Owners of the Units and each of their respective Permittees, Mortgagees and successors and assigns. The scope, nature and extent of the easements described in this Article XVI shall be as follows:

(a) Use and Enjoyment. Each Owner, and its respective Permittees, shall have a right and a non-exclusive easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from the Owner's Unit over those portions of the Condominium designated for such purpose), and such non-exclusive easement shall be appurtenant to and shall pass with the title to such Unit, subject to (i) the rights of the Owners to the exclusive use of the Limited Common Elements assigned to their respective Units; (ii) to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration; and (iii) the right of the Association to have access to the Units and Limited Common Elements assigned to a Unit to discharge its rights and obligations, under the Condominium Instruments, including without limitation, the maintenance responsibility of the Association.

(b) Utilities - Blanket Easement. Subject to the other provisions of this Declaration relating to specific existing or future utilities and the general conditions established in this Article XVI, Declarant hereby declares, grants, creates, imposes and establishes to, from, under, through, over and across any portion of any other Unit and the Common Elements for the benefit of each Unit, perpetual, non-exclusive easements for the purposes of installing, constructing, operating, accessing, using, maintaining, repairing, replacing, relocating and removing existing or future utilities and related Improvements, including, but not limited to, electric power, water, fuel, storm drainage, sewer, natural gas, telephone, HVAC refrigerant lines, property monitoring and other telecommunications systems such as closed-circuit cable television and high-speed internet, parking control systems and controlled access systems and all conduit, raceways and other pathways relating to any of the foregoing (collectively the "Utility Facilities") which benefit another Unit and are shown on plans and specifications approved by the Owners. The exercise of the foregoing easements shall be subject to: (a) the right of the Owner of the Unit (or, in the case of the Common Elements, the Association) upon which such Utility Facilities may be located to relocate such Utility Facilities at its own cost and expense in a manner reasonably satisfactory to the Owner of the benefited Unit at any time; (b) no Utility Facility shall be located or relocated on a Unit without the written consent of the Owner of such Unit, which consent shall not be unreasonably withheld, delayed, or conditioned; (c) no Utility Facility shall be located or relocated on the Common Elements without the written consent of the Association, which consent shall not be unreasonably withheld, delayed, or conditioned; and (d) the obligations and conditions set forth in Section 16.11 hereof. Except as may be otherwise agreed to in writing by the parties, the Owner of each Unit shall be responsible for all connection charges, user fees, tap-on fees, and similar fees and charges imposed as a result of the connection of any such Utility Facility to the Improvements upon its Unit.

(c) Life-Safety - Blanket Easement. Declarant hereby grants for the benefit of each Unit a perpetual, non-exclusive easement over and across any portion of the Condominium upon which any life-safety systems are located for the purpose of maintaining, repairing, replacing and using the life-safety systems, subject to: (i) the specific maintenance obligations and assessment provisions set forth elsewhere in this Declaration; (ii) the right of the Owner of the Unit on which such systems may be located to relocate the same at its own cost and expense in a manner reasonably satisfactory to the benefited Owner at any time; and (iii) the right of the Owner

of the Unit upon which a life-safety system is located to modify or relate the life-safety systems to meet with requirements of governmental authorities.

(d) Maintenance - Blanket Easement. Declarant hereby grants for the benefit of each Unit Owner a perpetual, non-exclusive easement over and across the Condominium to the extent reasonably necessary to perform such Owner's maintenance, replacement, or repair obligations under this Declaration. Except in the event of an emergency in which case no prior notice shall be required, the Owner intending to utilize the easement granted in this Section over another Unit shall provide at least forty-eight (48) hours advance written notice to the Owner of the Units over which access is desired. Any Owner exercising the easement rights granted in this Section shall indemnify, hold harmless and defend the Association and the Owners of the other Units from and against all claims, demands, suits, costs, expenses and liabilities arising from or in respect to the death, accidental injury, loss or damage caused to any natural person or the property of any Person in the exercise of any easement rights granted under this Section.

(e) Encroachments. If, as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance, any portion of the Common Elements encroaches upon a Unit, then in such event an easement shall exist over, on, under and across such Unit for such encroachment and for the maintenance of the same. In addition, if as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance any portion of a Unit encroaches upon the Common Elements, or upon any adjoining Unit, then in such event an irrevocable and perpetual easement for such encroachment and for the maintenance of the same shall exist over, on, under and across such Unit, or such portion of the Common Elements, as applicable. Such encroachments and easements shall not be considered or determined to be encumbrances either upon a Unit or upon the Common Elements.

(f) Emergency - Blanket Easement. Declarant hereby declares, grants, creates, imposes and establishes for the benefit of each Unit with respect to each of the other Units, a perpetual, non-exclusive easement over and across any portion of such other Units (but only that portion) that is needed for emergency egress from the building. This easement shall include, without limitation, the easement and right of the Owners and Permittees to use such portions of the stairwells as is necessary to affect such emergency egress.

Section 16.2 Commonly Metered-Used Items. Each Owner shall endeavor to cause each utility service provided to such Owner's Unit to be separately metered. However, the Owners acknowledge that some utility services on the Condominium may be metered to one (1) Owner and may benefit another Owner. Except where expressly provided to the contrary herein, the Owner being metered shall have the right, at any time, at its cost, to have an engineer or other consultant reasonably acceptable to the other Owner analyze the typical amount of usage allocable to the other Owner. The Owner being metered may invoice the other Owner for the costs of utility service allocable to the other Owner (based on such typical amount of usage and the rates being charged by the applicable utility companies to the metered Owner). If permitted by applicable Legal Requirements, an Owner shall have the right to install sub-meters and shall also have the right at any time, at its cost, to take such steps as may be required to connect the items served by the other Owner's utility meters to its own utility meters or to install separate components that serve solely its Unit and disconnect its Unit from components operated, maintained, repaired and replaced by the other Owner. The costs of installation, repair, or replacement of any submeter installed for the purpose the allocation of charges between the Units (not between any subunits that might be created within a Unit) shall be shared equally between the Owners. In the absence of any of the foregoing, each Owner shall pay for all utility service metered to it and for the costs of operating, maintaining, repairing and replacing such components in a manner so that there will be no disruption of service to the other Owner.

Section 16.3 Retail Parking Lot; Retail Patio.

(a) Retail Parking Lot. Subject to the provisions of this Section 16.3, the Retail Parking Lot shall be a Limited Common Element assigned for use by the Retail Unit; provided, however, Declarant and the Retail Unit Owner hereby grants to each Owner of a Residential Unit and its Permittees an easement and irrevocable right to use the Retail Parking Lot for pedestrian and vehicular access, ingress and egress over, across and through the Retail Parking Lot. This easement right shall also include the exclusive use by each Owner of a Residential Unit and its Permittees of certain of the parking spaces in the Retail Parking Lot as more particularly specified in Exhibit F hereof, which spaces shall be deemed Residential Limited Common Elements. All

other portions of the Retail Parking Lot shall be for the exclusive use of the Retail Unit and its Permittees (but subject to the easements granted to each Owner of a Residential Unit). In exchange for the use of these parking spaces and the easement rights herein granted, the Residential Units shall be responsible for one-third (1/3) of the annual expenses actually incurred by the Retail Unit Owner for the ongoing maintenance, repair and Improvement of the Retail Parking Lot ("**Retail Parking Lot Allocation**"). The basis for this Retail Parking Lot Allocation shall be the percentage of Residential Unit square feet on the Ground Levels in Building 100 and Building 200 versus the total square footage on the Ground Levels in Building 100 and Building 200. The Residential Unit Owners shall pay its Retail Parking Lot Allocation on an annual basis, within thirty (30) days after receipt of invoice from the Retail Unit Owner. Each invoice delivered by the Retail Unit Owner shall be accompanied by such reasonable documentation evidencing the amount of maintenance costs to be paid by the Residential Unit Owner and the Retail Unit Owner's calculation thereof. Each Residential Unit Owner shall be entitled from time to time, but not more frequently than once per twelve (12) month period, to audit and verify the operations and maintenance of the Retail Parking Lot and/or related books and records of the Retail Unit Owner. The Retail Unit Owner shall make available to the Residential Unit Owner all such books and records reasonably requested by the Residential Unit Owner. The portion of the Retail Parking Lot Allocation allocated to the Residential Units shall be shared equally by the Residential Unit Owners.

(b) Retail Patio. In addition to the foregoing, Declarant and the Retail Unit Owner hereby declares, grants, creates, imposes and establishes for the benefit of each Owner of a Residential Unit and its Permittees a perpetual, nonexclusive easement and irrevocable right to use the retail patio area (and any portion of the Condominium outside of the Mixed Use Building) which is shown on the Plat as part of a Retail Unit for pedestrian access, ingress and egress over, across and through such areas to gain access to any part of the Condominium, including, without limitation, any Residential Unit, Residential Limited Common Element, or Mixed Use Building Common Element.

Section 16.4 Fitness Center, Leasing Office and Other Residential Unit Amenities. Declarant and the Owner of Residential Unit-1, by acceptance of a deed to its Unit, grants, creates and establishes to the Owner of each other Residential Unit and its Permittees an easement and right to access, use and enjoy the mail room, leasing office, rooftop deck, lounge, and fitness center which are part of Residential Unit-1.

Section 16.5 Relocation, Renovation — Access Ways. Any Owner of all or any portion of a Unit, shall have the right to expand, reduce, alter, modify, re-configure, relocate and redevelop for repair or replacement the access ways in the ingress and egress easement areas located in such Owner's Unit provided for in this Declaration, provided that such alteration, modification, re-configuration, relocation and redevelopment for repair or replacement shall be at such Owner's sole cost and expense and shall not adversely affect the rights of the other Owners to make use of the easements benefiting the respective Unit of the other Owners in any material respect.

Section 16.6 Temporary Closings. In order to establish that the ingress and egress easements and any access ways located therein are and will continue to remain private property and to prevent a dedication thereof or the accrual of any rights to any person or to the public therein, except as herein specifically granted or as may be reasonably necessary in connection with the performance of any construction, repair, relocation, replacement or maintenance of the Improvements comprising such access ways, any utilities or any other Improvements, located or to be located in or on the ingress and egress easement areas, the Owner of any Unit within the Condominium on which an ingress and egress easement is located shall have the right to temporarily restrict access to the general public with respect to all or any portion of any such access way, to the extent and for such limited periods as shall be necessary to prevent such dedication or accrual or to permit such construction, repair, relocation, replacement or maintenance; provided, however, such Owner shall exercise the rights granted in this subsection in such a manner so as to neither cause any unnecessary interruption of or undue interference with the business use or the residential occupancy of any portion of another Unit, nor unreasonably interfere with rights and privileges granted herein to the other Owners.

Section 16.7 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 Condominium (including, without limitation, any Unit) for the performance of its

obligations and duties hereunder, and for the performance or exercise of any self-help rights, including, without limitation, the rights set forth in Section 7.4.

Section 16.8 Cooperation. All easements and licenses granted in this Declaration and the use thereof, shall be deemed to be limited to the extent reasonably necessary to accomplish the purposes for which such easements are granted. Each Owner agrees to cooperate with the reasonable requests of any other Owner in furtherance of the spirit and intent of the matters addressed in this Declaration. To this end, in the event that an Owner of a Unit limits access to its respective Unit and/or the Limited Common Elements serving such Unit, such Owner shall provide the other Owner having easement rights over such areas a reasonable means of access over the areas to which such easement rights appertain.

Section 16.9 Mixed Use Building Roof/Limited Use of Residential Parking Lot. Declarant and the Owner of Residential Unit-1 hereby grants to the Owner of the Retail Unit and its Permittees a nonexclusive easement and right to access and use a portion of the Mixed Use Building Roof located in Building 100 and Building 200 as shown on the Plat and Plans for the placement of air conditioning units and hood vents. The Owner of Residential Unit-1 may move the location of these easements upon written notice to the Retail Unit Owner provided, that, the Owner of Residential Unit-1 pays all reasonable expenses incurred by the Retail Unit Owner in moving any equipment. In addition, the Declarant and Owners of the Residential Units hereby grant (i) to the Owner of the Retail Unit and its Permittees a nonexclusive easement and right of ingress and egress across the Residential Parking Lot and the stairwells which are part of Residential Unit-1 located in Building 100 as necessary for the Owner of the Retail Unit to reach the Mixed Use Building Roof on Building 100 to repair, maintain and replace equipment owned by Owner of the Retail Unit or its Permittees and (ii) to the Owner of the Retail Unit and its Permittees a nonexclusive easement and right of ingress and egress across the Residential Parking Lot and the stairwells which are part of Residential Unit-1 located in Building 200 as necessary for the Owner of the Retail Unit to reach the Mixed Use Building Roof on Building 200 to repair, maintain and replace equipment owned by Owner of the Retail Unit or its Permittees. The Owner of the Retail Unit and their Permittees will use good faith, best efforts to use the foregoing nonexclusive rights to access the Mixed Use Building Roof only during weekday, business hours.

Section 16.10 Easement for 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.

Section 16.11 Damages Resulting From the Exercise of Easement Rights. Rights exercised pursuant to the exercise of the easement rights granted in this Article XVI shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at his or her sole expense. Notwithstanding anything to the contrary stated herein, damages caused by the exercise of the easement rights granted in this Article XVI, including, but not limited, to reasonable attorneys' fees actually incurred, shall be paid by the responsible Owner, provided that the Permittee of an Owner causing such expense shall be jointly and severally liable with such Owner.

## ARTICLE XVII

### AMENDMENT

Except where a different vote is required for action under any other provisions of this Declaration or by the Act, in which case such different vote shall be necessary to amend such provision, the Condominium Instruments may be amended by the affirmative vote, written consent or any combination of affirmative vote and written consent of the Owners holding sixty-seven percent (67%) of the total allocated votes of the Association and such amendment shall otherwise comply with the relevant provisions of Section 66-27-317 of the Act. No amendment to the Condominium Instruments shall: (a) alter the uses of the Units absent the consent of the Owners thereof; (b) modify the provisions of Section 4.4(f) and 4.4(g) without the consent of each Owner of a Unit in the Mixed Use Buildings; or (c) alter any license, easement or other contractual rights contained in the Condominium Instruments without the consent of the Person holding such license, easement or other contractual rights.

Notwithstanding the foregoing or anything elsewhere contained herein or in any Condominium Instrument to the contrary, Declarant shall have the right acting alone and without the consent or approval of any Owner, the Association, the Board of Directors, any Mortgagee, or any other person, to amend or supplement this Declaration from time to time if: (i) such amendment or supplement is necessary to conform this Declaration to the Act; (ii) such amendment is necessary to correct clerical or typographical errors; or (iii) such amendment or supplement is necessary due to discrepancies between the Buildings, Units or Common Elements as built and the Buildings, Units or Common Elements as reflected on the Plans.

Any action to challenge the validity of an amendment to the Condominium Instruments must be brought within one (1) year of the amendment's effective date. No action to challenge any such amendment may be brought after such time.

## ARTICLE XVIII

TERMINATION

Section 18.1 Termination. Termination of the terms of this Declaration and the condominium status of the Property will be governed by Section 66-27-318 of the Act, subject to the following provisions:

(a) In the event of a Substantial Casualty to the Mixed Use Building, an amendment to terminate this Declaration must be approved by Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, and by those lenders having first mortgage liens on any Unit or Units to which eighty percent (80%) of the votes in the Association are allocated.

(b) In the event of condemnation of the entire Property, an amendment to terminate this Declaration may be executed by the Board of Directors without a vote of Unit Owners.

(c) In all other circumstances, an amendment to terminate this Declaration must be approved by all Unit Owners.

[Signature appears on following page.]

**IN WITNESS WHEREOF**, the Declarant has executed this Declaration this 4th day of ~~December~~, ~~2023~~. January, 2024

**OXFORD CENTURY FARMS APARTMENTS LLC**,
a Georgia limited liability company

By: Oxford Century Farms Capital, LLC,
a Georgia limited liability company,
its Managing Member

By: Oxford Century Farms Development,
LLC, a Georgia limited liability
company, its Manager

By: _____
W. Daniel Faulk, Jr., Manager

STATE OF ~~Georgia~~ )
)
COUNTY OF Cobb )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared W. Daniel Faulk, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Manager of Oxford Century Farms Development LLC, a Georgia limited liability company, the Manager of Oxford Century Farms Capital LLC, a Georgia limited liability company, the Managing Member of Oxford Century Farms Apartments LLC, a Georgia limited liability company, the within named bargainor, and that he as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, as the duly authorized Manager of the Manager of the Managing Member of Oxford Century Farms Apartments LLC, a Georgia limited liability company.

Witness my hand and seal at office in Atlanta, GA, this 22nd day of December, 2023.

Connie B. Bridges
Notary Public

My Commission Expires:

3/4/25

Connie B Bridges
NOTARY PUBLIC
Haralson County
State of Georgia
My Comm. Expires 3/4/25

**EXHIBIT A**

**DESCRIPTION OF LAND**

BEING Lot No. 2D on the plan of Resubdivision of Lot 2, 3, 4 and 5 Century Farms recorded as Plat Instrument No. 202102250023786, as amended by the Surveyor's Certificate of Correction recorded as Instrument No. 20210914-0123327, as further amended by the Surveyor's Certificate of Correction recorded as Instrument No. 20211019-014062, in the Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Oxford Century Farms Apartments, LLC, pursuant to warranty deed recorded in Instrument # 20211122-0154957, Register's Office of Davidson County, Tennessee.

# EXHIBIT B

## PLAT OF THE MAINSTEAD AT CENTURY FARMS CONDOMINIUM

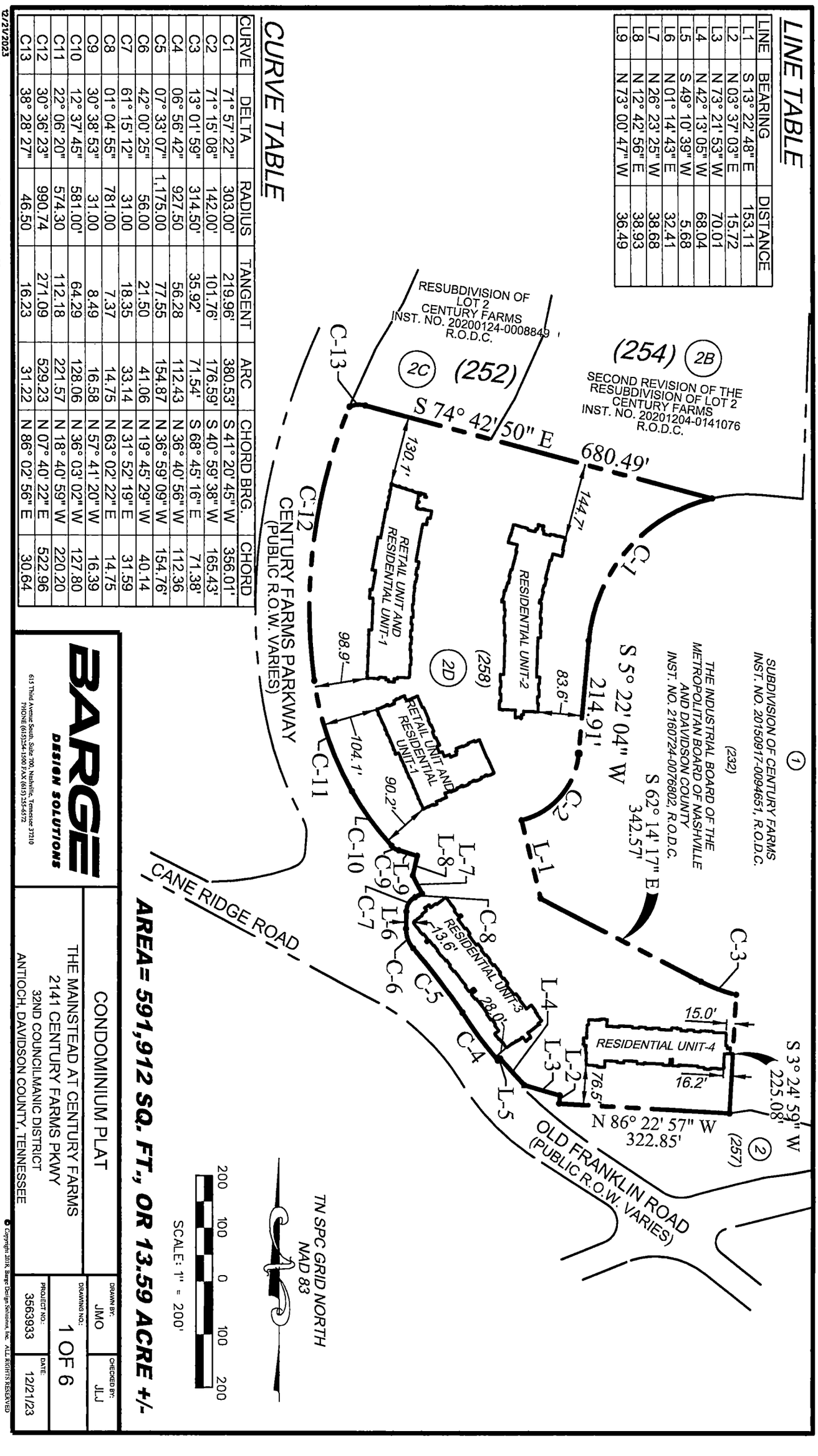
[See attached.]

## LINE TABLE

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 13° 22' 48" E | 153.11 |
| L2 | N 03° 37' 03" E | 15.72 |
| L3 | N 73° 21' 53" W | 70.01 |
| L4 | N 42° 13' 05" W | 68.04 |
| L5 | S 49° 10' 39" W | 5.68 |
| L6 | N 01° 14' 43" E | 32.41 |
| L7 | N 26° 23' 25" W | 38.68 |
| L8 | N 12° 42' 56" E | 38.93 |
| L9 | N 73° 00' 47" W | 36.49 |

## CURVE TABLE

| CURVE | DELTA | RADIUS | TANGENT | ARC | CHORD BRG. | CHORD |
|---|---|---|---|---|---|---|
| C1 | 71° 57' 22" | 303.00' | 219.96' | 380.53' | S 41° 20' 45" W | 356.01' |
| C2 | 71° 15' 08" | 142.00' | 101.76' | 176.59' | S 40° 59' 38" W | 165.43' |
| C3 | 13° 01' 59" | 314.50' | 35.92' | 71.54' | S 68° 45' 16" E | 71.38' |
| C4 | 06° 56' 42" | 927.50 | 56.28 | 112.43 | N 36° 40' 56" W | 112.36 |
| C5 | 07° 33' 07" | 1,175.00 | 77.55 | 154.87 | N 36° 59' 09" W | 154.76' |
| C6 | 42° 00' 25" | 56.00 | 21.50 | 41.06 | N 19° 45' 29" W | 40.14 |
| C7 | 61° 15' 12" | 31.00 | 18.35 | 33.14 | N 31° 52' 19" E | 31.59 |
| C8 | 01° 04' 55" | 781.00 | 7.37 | 14.75 | N 63° 02' 22" E | 14.75 |
| C9 | 30° 38' 53" | 31.00 | 8.49 | 16.58 | N 57° 41' 20" W | 16.39 |
| C10 | 12° 37' 45" | 581.00' | 64.29 | 128.06 | N 36° 03' 02" W | 127.80 |
| C11 | 22° 06' 20" | 574.30 | 112.18 | 221.57 | N 18° 40' 59" W | 220.20 |
| C12 | 30° 36' 23" | 990.74 | 271.09 | 529.23 | N 07° 40' 22" E | 522.96 |
| C13 | 38° 28' 27" | 46.50 | 16.23 | 31.22 | N 86° 02' 56" E | 30.64 |




**AREA= 591,912 SQ. FT., OR 13.59 ACRE +/-**

BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6172

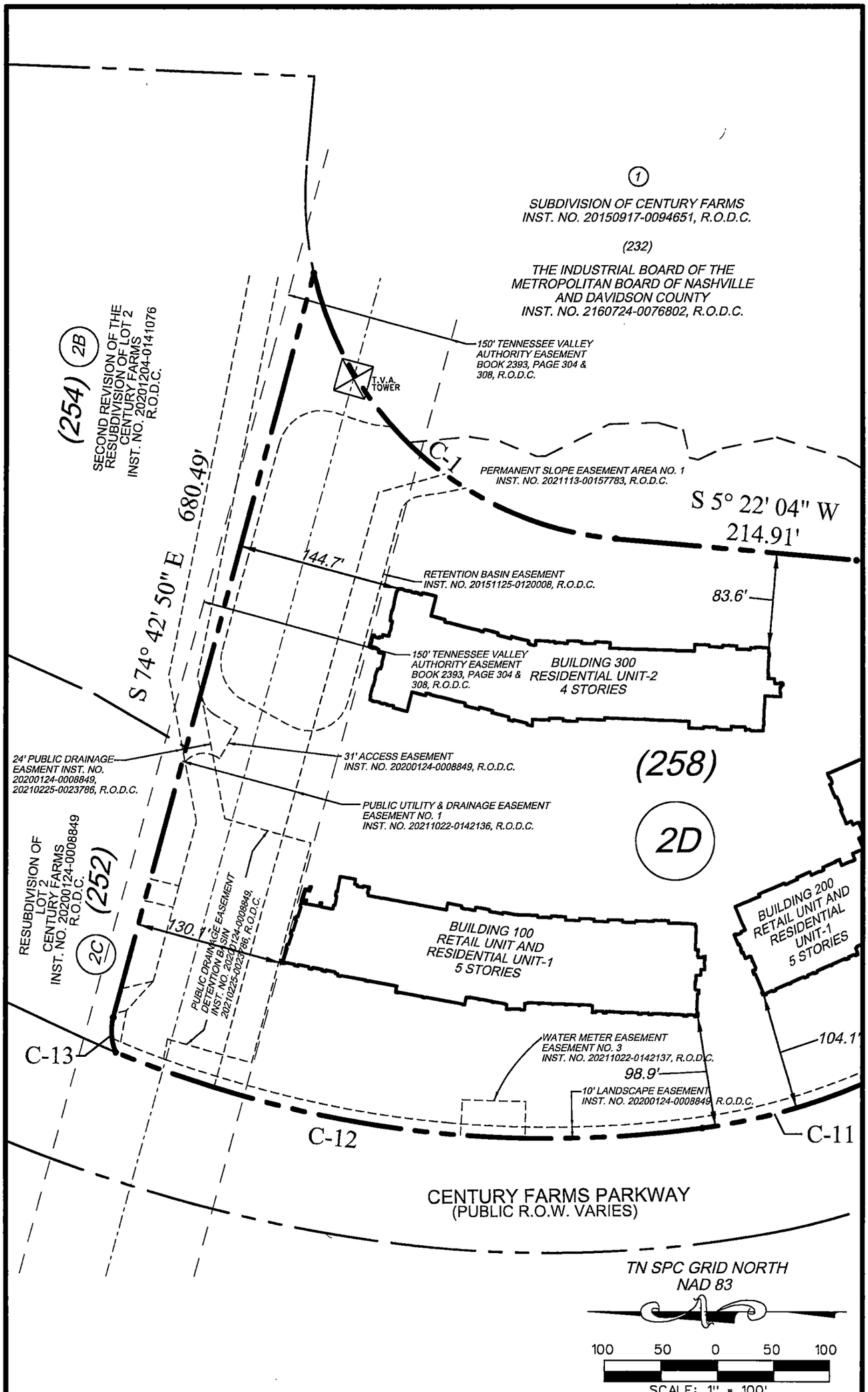
CONDOMINIUM PLAT

THE MAINSTEAD AT CENTURY FARMS
2141 CENTURY FARMS PKWY
32ND COUNCILMANIC DISTRICT
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

| DRAWN BY: | CHECKED BY: |
|---|---|
| JMO | JLJ |
| DRAWING NO: | |
| 1 OF 6 | |
| PROJECT NO.: | DATE: |
| 3563933 | 12/21/23 |

© Copyright 2017 R. Barge Design Solutions, Inc. ALL RIGHTS RESERVED

12/21/2023
F:\35\35639\3563933\04_CAD\SURVEY\EXHIBITS\3563933HPR.dgn




12/21/2023
F:\35\35839\3563933\04_CAD\SURV\EXHIBITS\3563933HPR.dgn

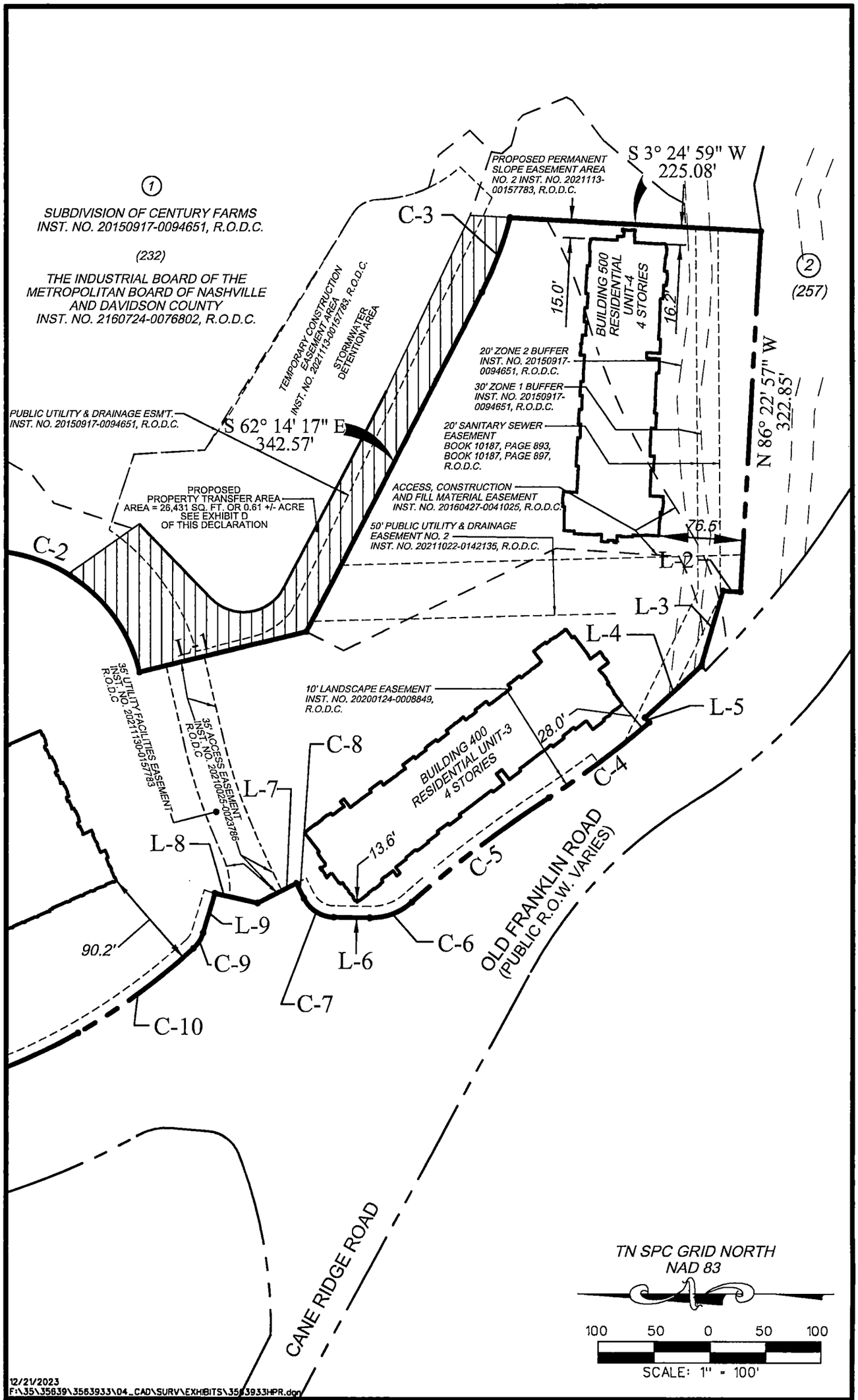
BARGE DESIGN SOLUTIONS
615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

# CONDOMINIUM PLAT

THE MAINSTEAD AT CENTURY FARMS
2141 CENTURY FARMS PKWY
32ND COUNCILMANIC DISTRICT
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

| DRAWN BY: | CHECKED BY: |
|---|---|
| QVB | BTT |
| DRAWING NO.: | |
| 2 OF 6 | |
| PROJECT NO.: | DATE: |
| 3563933 | 12/21/23 |

© Copyright 2018, Barge Design Solutions, Inc. ALL RIGHTS RESERVED




12/21/2023
F:\35\35639\3563933\04_CAD\SURV\EXHIBITS\3563933HPR.dgn

BARGE DESIGN SOLUTIONS

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

# CONDOMINIUM PLAT

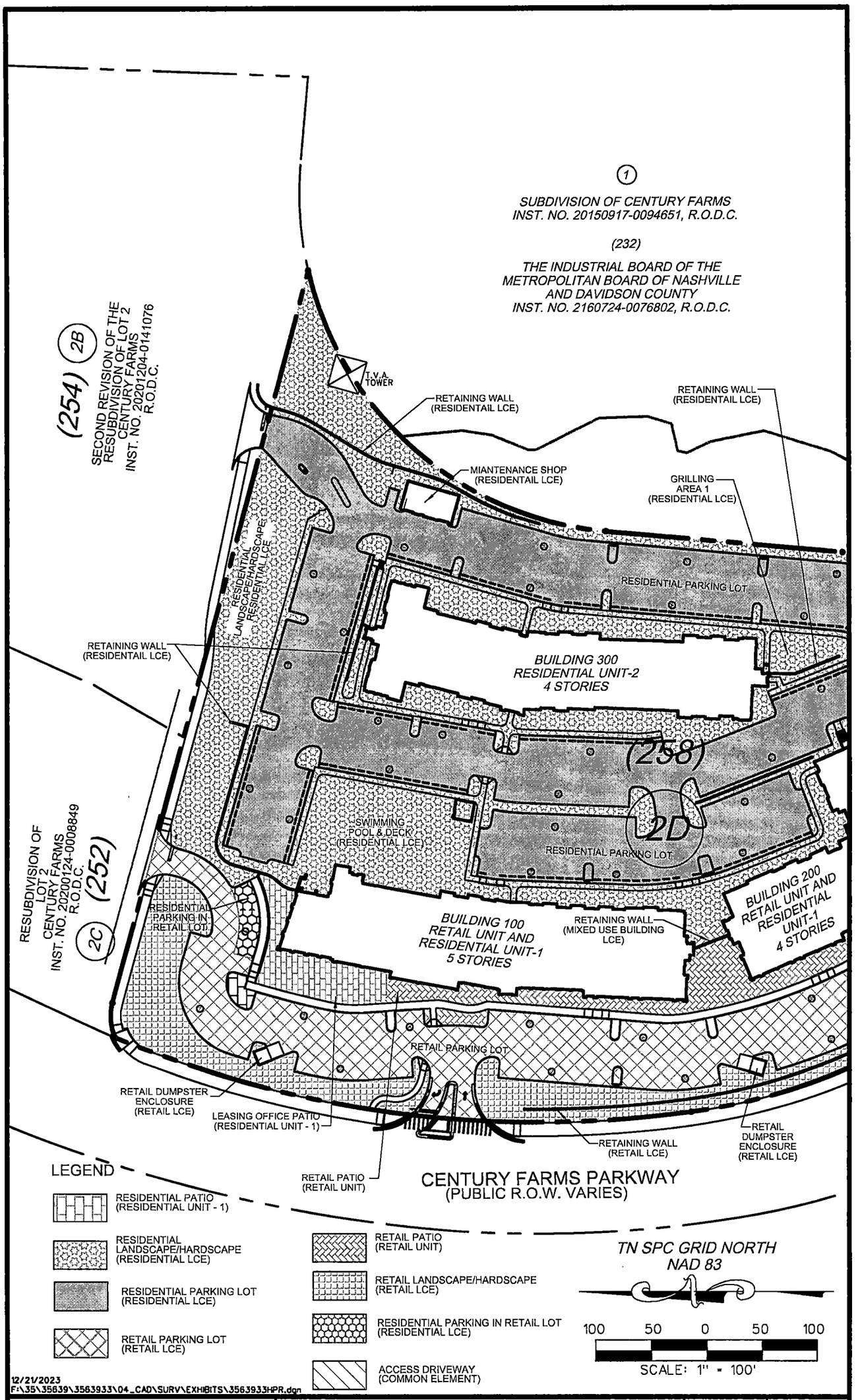
THE MAINSTEAD AT CENTURY FARMS
2141 CENTURY FARMS PKWY
32ND COUNCILMANIC DISTRICT
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

| DRAWN BY: | CHECKED BY: |
|---|---|
| QVB | BTT |

DRAWING NO.: 3 OF 6

| PROJECT NO.: | DATE: |
|---|---|
| 3563933 | 12/21/23 |

© Copyright 2018, Barge Design Solutions, Inc. ALL RIGHTS RESERVED




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

# CONDOMINIUM PLAT

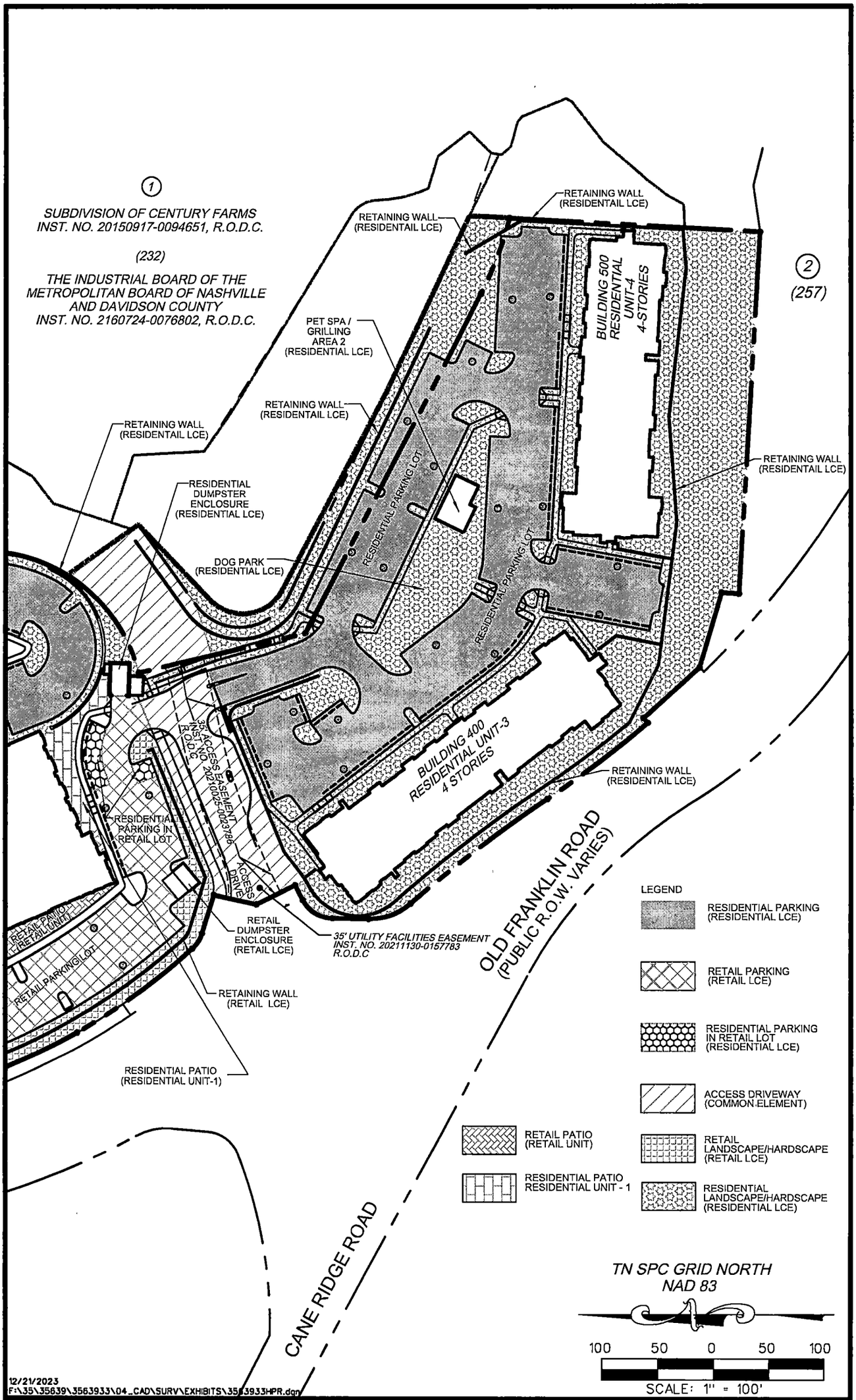
THE MAINSTEAD AT CENTURY FARMS
2141 CENTURY FARMS PKWY
32ND COUNCILMANIC DISTRICT
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

| DRAWN BY: | CHECKED BY: |
|---|---|
| QVB | BTT |

DRAWING NO.: 4 OF 6

| PROJECT NO.: | DATE: |
|---|---|
| 3563933 | 12/21/23 |

© Copyright 2018, Barge Design Solutions, Inc. ALL RIGHTS RESERVED




12/21/2023
F:\35\35639\3563933\04_CAD\SURV\EXHIBITS\3563933HPR.dgn

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

# CONDOMINIUM PLAT

THE MAINSTEAD AT CENTURY FARMS
2141 CENTURY FARMS PKWY
32ND COUNCILMANIC DISTRICT
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

| DRAWN BY: | CHECKED BY: |
|---|---|
| QVB | BTT |

DRAWING NO.: 5 OF 6

| PROJECT NO.: | DATE: |
|---|---|
| 3563933 | 12/21/23 |

© Copyright 2018, Barge Design Solutions, Inc. ALL RIGHTS RESERVED

## DEED REFERENCE

BEING PROPERTY CONVEYED TO OXFORD CENTURY FARMS APARTMENTS, LLC BY DEED OF RECORD IN INSTRUMENT NO. 20211122-0154957, R.O.D.C.

## PROPERTY MAP REFERENCE

BEING PARCEL 258 AS SHOWN ON DAVIDSON COUNTY PROPERTY MAP NO. 174.

## PLAT REFERENCE

BEING LOT NO. 2D ON THE PLAN OF RESUBDIVISION OF LOT 2, 3, 4 AND 5 CENTURY FARMS RECORDED AS PLAT INSTRUMENT NO. 202102250023786, REGISTER OF DEEDS OF DAVIDSON COUNTY, TENNESSEE, AS AMENDED BY THE SURVEYOR'S CERTIFICATE OF CORRECTION RECORDED AS INSTRUMENT NO. 20210914-0123327, REGISTER OF DEEDS OF DAVIDSON COUNTY, TENNESSEE, AS FURTHER AMENDED BY THE SURVEYOR'S CERTIFICATE OF CORRECTION RECORDED AS INSTRUMENT NO. 20211019-014062, REGISTER OF DEEDS OF DAVIDSON COUNTY, TENNESSEE.

## RECORD DESCRIPTION

BEING LOT NO. 2D ON THE PLAN OF RESUBDIVISION OF LOT 2, 3, 4 AND 5 CENTURY FARMS RECORDED AS PLAT INSTRUMENT NO. 202102250023786, REGISTER OF DEEDS OF DAVIDSON COUNTY, TENNESSEE, AS AMENDED BY THE SURVEYOR'S CERTIFICATE OF CORRECTION RECORDED AS INSTRUMENT NO. 20210914-0123327, REGISTER OF DEEDS OF DAVIDSON COUNTY, TENNESSEE, AS FURTHER AMENDED BY THE SURVEYOR'S CERTIFICATE OF CORRECTION RECORDED AS INSTRUMENT NO. 20211019-014062, REGISTER OF DEEDS OF DAVIDSON COUNTY, TENNESSEE.

## NOTES:

1. THIS SURVEY MEETS THE ACCURACY REQUIREMENTS OF AN URBAN LAND SURVEY (CATEGORY 1), WITH A RATIO OF PRECISION OF THE UNADJUSTED SURVEY GREATER THAN 1:10,000 AS PER STANDARDS OF PRACTICE ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS, STATE OF TENNESSEE.

2. NORTH IS BASED ON THE TENNESSEE COORDINATE SYSTEM OF1983 (NAD-1983).

3. RESIDENTIAL UNIT-1 AND RETAIL UNIT ARE LOACTED IN BUILDING 100 AND BUILDING 200 SEE "PLANS". RESIDENTIAL UNIT-2 IS ALL OF BUILDING 300; RESIDENTIAL UNIT-3 IS ALL OF BUILDING 400; AND RESIDENTIAL UNIT-4 IS ALL OF BUILDING 500.

4. THE PROPOSED PROPERTY TRANSFER AREA MAY BE ADDED BY THE DECLARANT TO THE CONDOMINIUM. SEE DEVELOPMENT RIGHT SET FORTH IN SECTION 8.1(e) OF THE DECLARATION FOR THE MAINSTEAD AT CENTURY FARMS CONDOMINIUM (THE "DECLARATION"). THE PROPOSED PROPERTY TRANSFER AREA IS ALSO KNOWN IN THE DECLARATION AS THE ADDITIONAL PROPERTY AND IS FURTHER DESCRIBED ON EXHIBIT D OF THE DECLARATION.

## CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY AND SITE PLAN OF THE MAINSTEAD AT CENTURY FARMS, A TENNESSEE CONDOMINIUM REGIME CONTAINS ALL INFORMATION REQUIRED BY T.C.A. SECTION 66-27-309.

BRAD TYSON THOMAS
REGISTERED LAND SURVEYOR
STATE OF TENNESSEE
DEPARTMENT OF AGRICULTURE
COMMERCE
TENNESSEE NO. 2431

Digitally signed by Brad T Thomas
Date: 2023.12.21 10:09:06'00'

NAME: _____ DATE: DECEMBER 21, 2023

TN. RLS LICENSE NUMBER: 2431

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

CONDOMINIUM PLAT

THE MAINSTEAD AT CENTURY FARMS
2141 CENTURY FARMS PKWY
32ND COUNCILMANIC DISTRICT
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

| DRAWN BY: | CHECKED BY: |
|---|---|
| QVB | BTT |
| DRAWING NO.: | |
| 6 OF 6 | |
| PROJECT NO.: | DATE: |
| 3563933 | 12/21/23 |

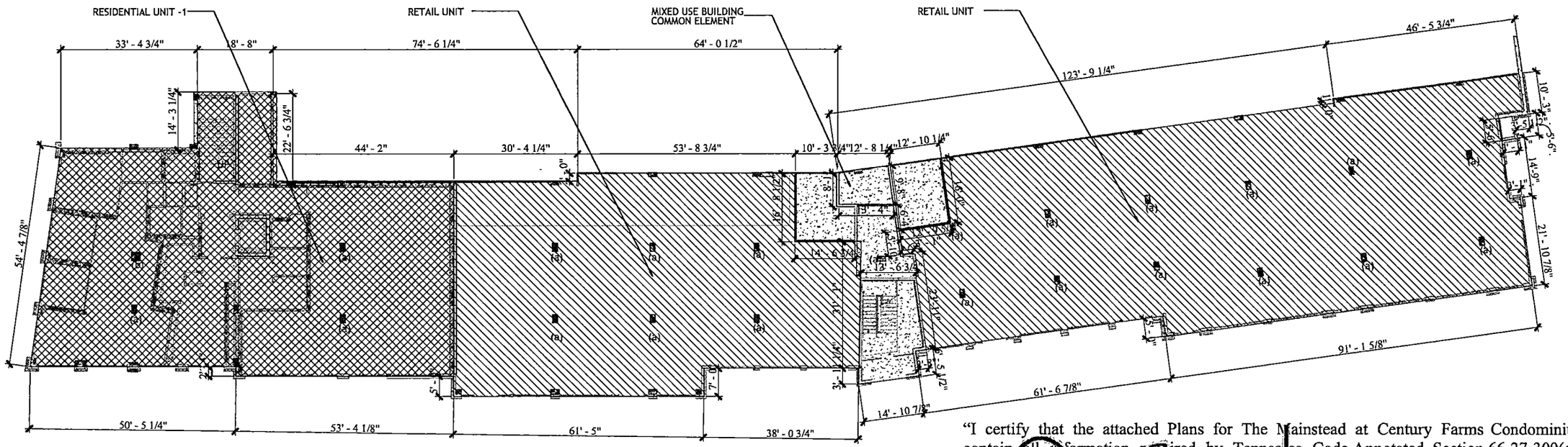
12/21/2023
F:\35\35639\3563933\04_CAD\SURV\EXHIBITS\3563933HPR.dgn

© Copyright 2018, Barge Design Solutions, Inc. ALL RIGHTS RESERVED

# EXHIBIT C

## PLANS OF THE MAINSTEAD AT CENTURY FARMS CONDOMINIUM

[See attached.]




"I certify that the attached Plans for The Mainstead at Century Farms Condominium contain all information required by Tennessee Code Annotated, Section 66-27-309(d)"

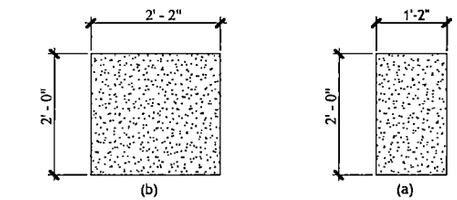
NILES BOLTON ASSOCIATES

BY: _____

CHARLES CANNON REYNOLDS, AIA

LEGEND

- "Residential Unit-1"
- "Retail Unit"
- "Mixed Use Building Common Element"




2 COLUMNS AT BUILDING 100
CD.010 = 1'-0"

TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'

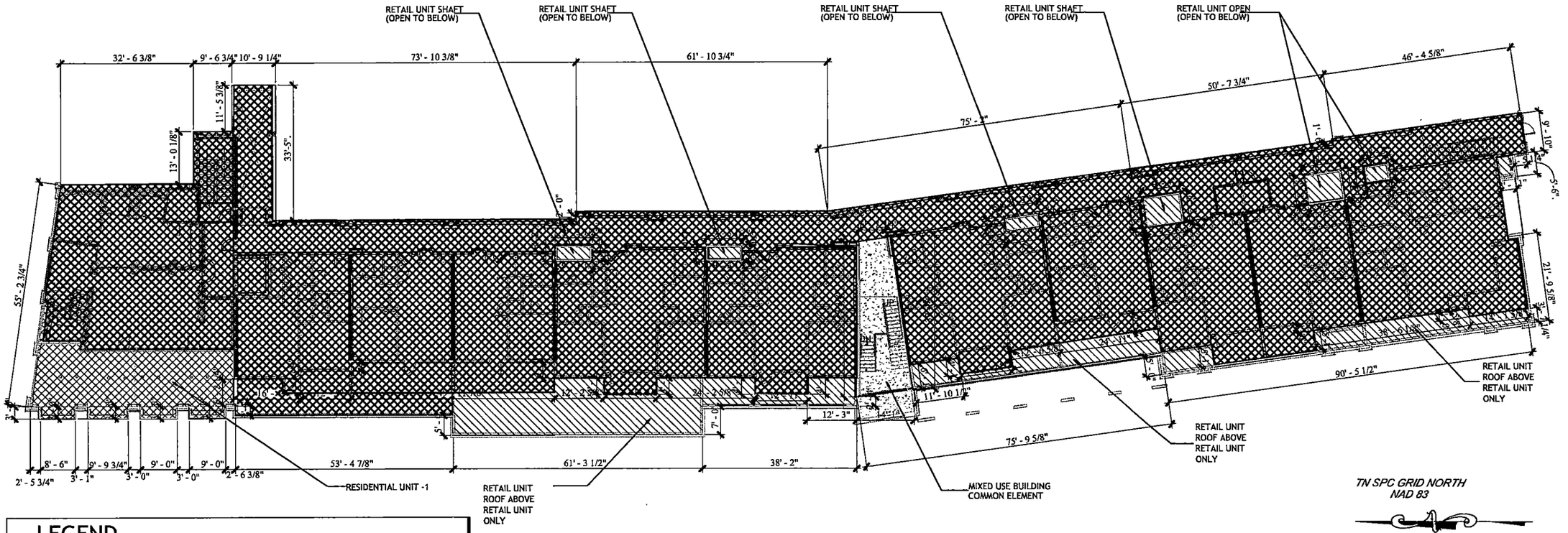
# EXHIBIT C

**Building 100 - GROUND LEVEL**
**RESIDENTIAL UNIT - 1 & RETAIL UNIT**
**FFE: 612.00' - 630.00'**

**PAGE 1 OF 37**

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023




LEGEND

- "Residential Unit-1"
- "Retail Unit"
- "Mixed Use Building Common Element"

60 30 0 30 60

SCALE: 1" = 30'

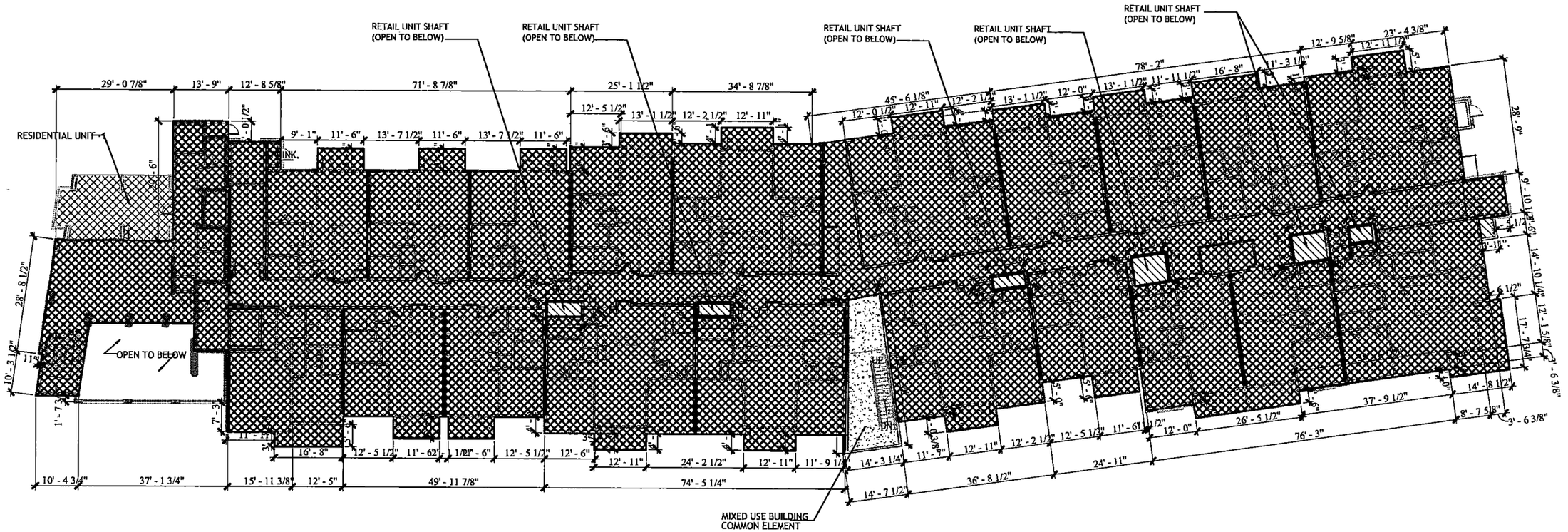
# EXHIBIT C

**Building 100 - LEVEL 1**
**RESIDENTIAL UNIT - 1**
**FFE: 630.00' - 640.66'**



# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023




LEGEND

- "Residential Unit-1"
- "Retail Unit"
- "Mixed Use Building Common Element"

TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'

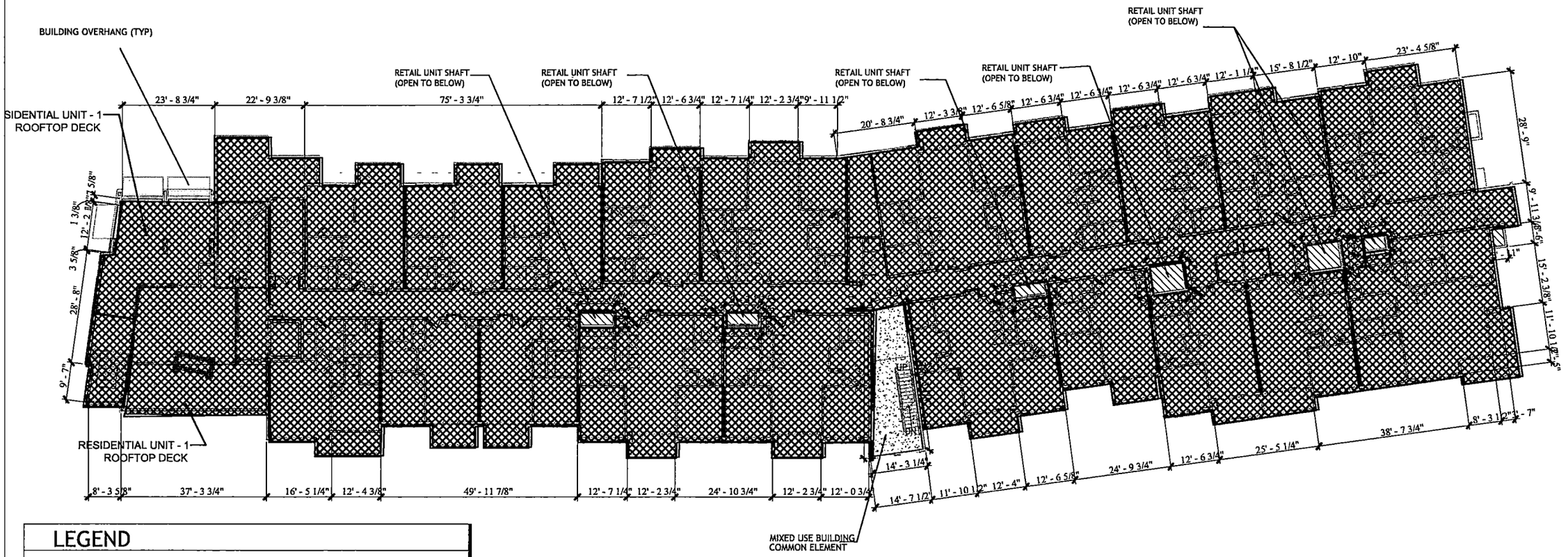
# EXHIBIT C

**Building 100 - LEVEL 2**
**RESIDENTIAL UNIT - 1**
**FFE: 640.66' - 651.31'**



# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023




LEGEND

- "Residential Unit-1"
- "Retail Unit"
- "Mixed Use Building Common Element"

TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'

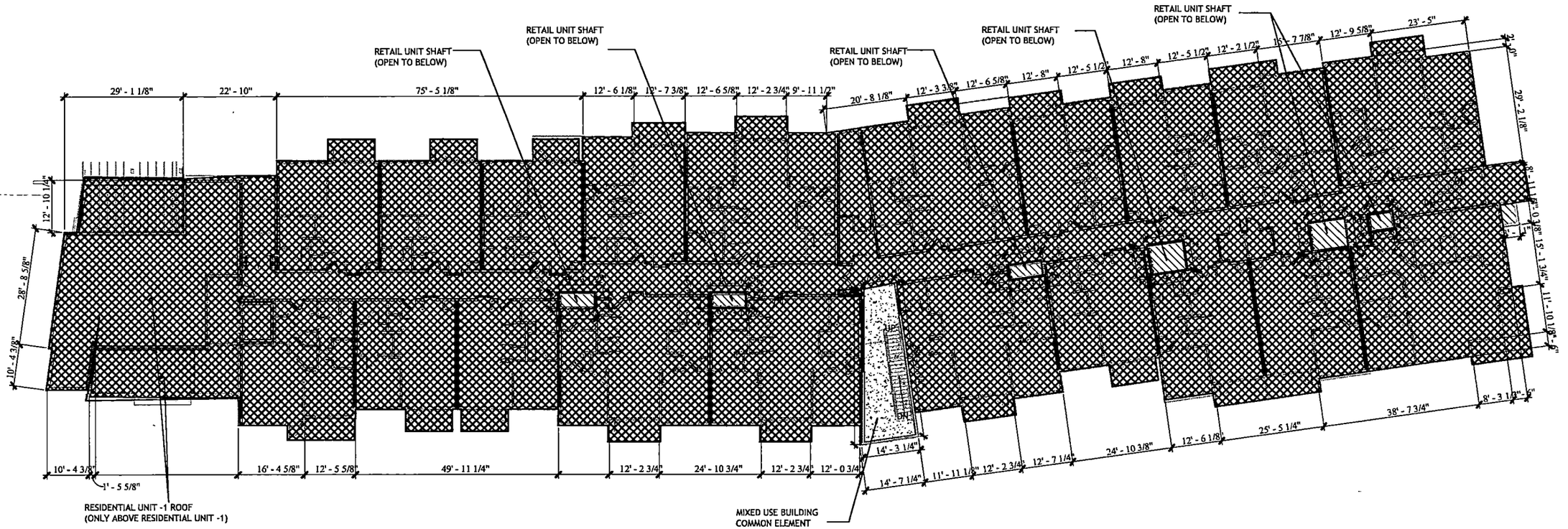
# EXHIBIT C

**Building 100 - LEVEL 3**
**RESIDENTIAL UNIT - 1**
**FFE: 651.31' - 661.96'**



# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023




LEGEND

- "Residential Unit-1"
- "Retail Unit"
- "Mixed Use Building Common Element"

TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'

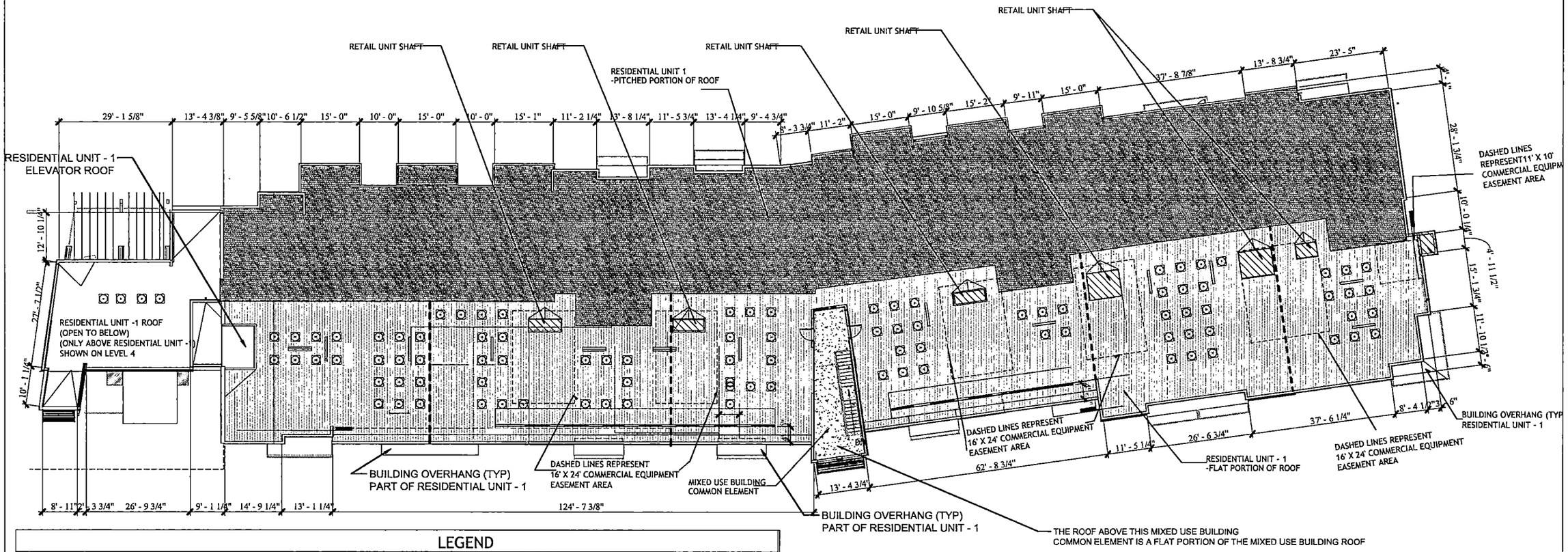
# EXHIBIT C

**Building 100 - LEVEL 4**
**RESIDENTIAL UNIT - 1**
**FFE: 661.96' - 671.06'**



# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023




LEGEND

| | |
|---|---|
| "Residential Unit-1" | "Residential Unit -1 : Pitched Portion of Roof" |
| "Retail Unit" | "Residential Unit -1 : Flat Portion of Roof" |
| "Mixed Use Building Common Element" | HVAC CONDENSER |

TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'

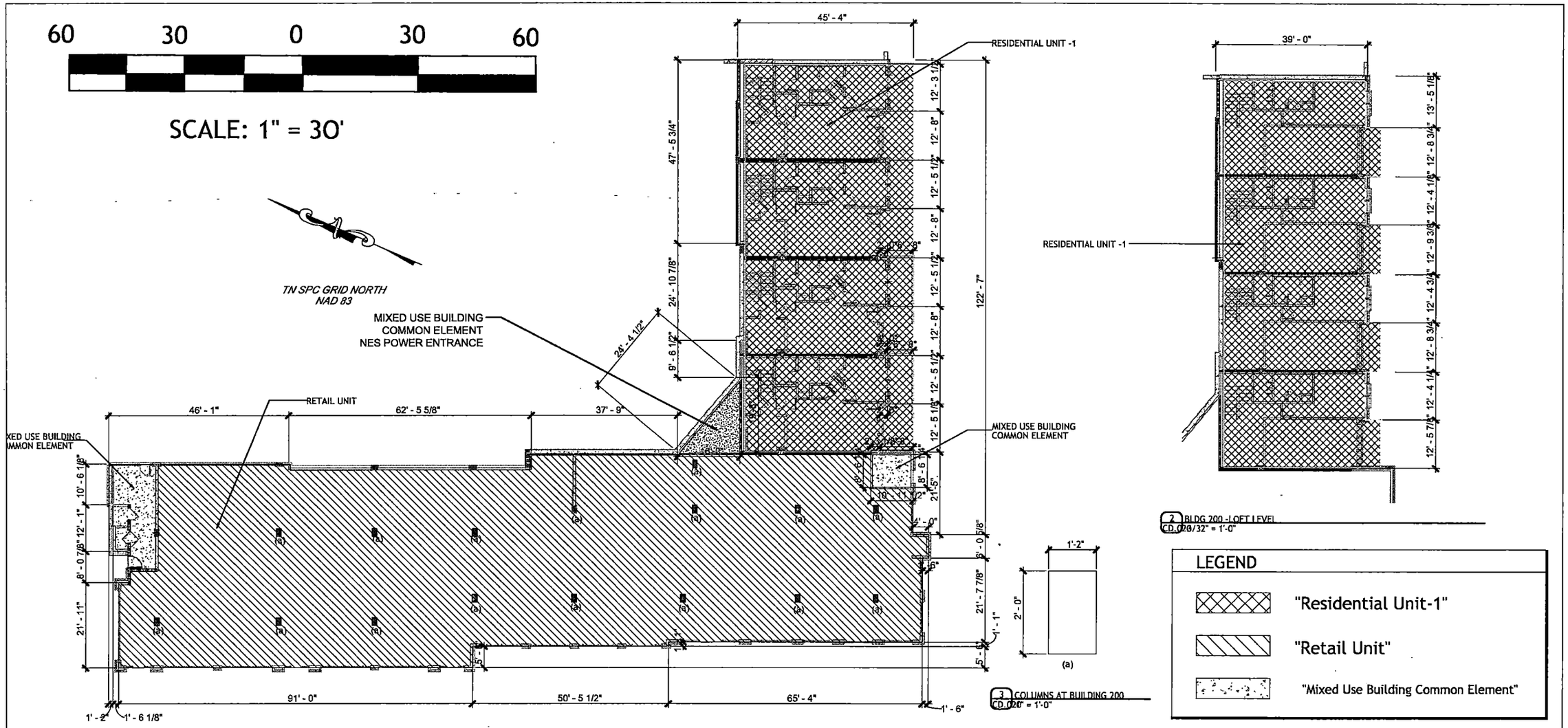
# EXHIBIT C

**Building 100 - ROOF**
**RESIDENTIAL UNIT - 1**
**FFE: 671.06' - 671.06'**

**PAGE 6 OF 37**

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2022




# EXHIBIT C

**Building 200 - GROUND LEVEL**
**RESIDENTIAL UNIT - 1 / RETAIL UNIT**
**FFE: 606.00' - 626.00'**

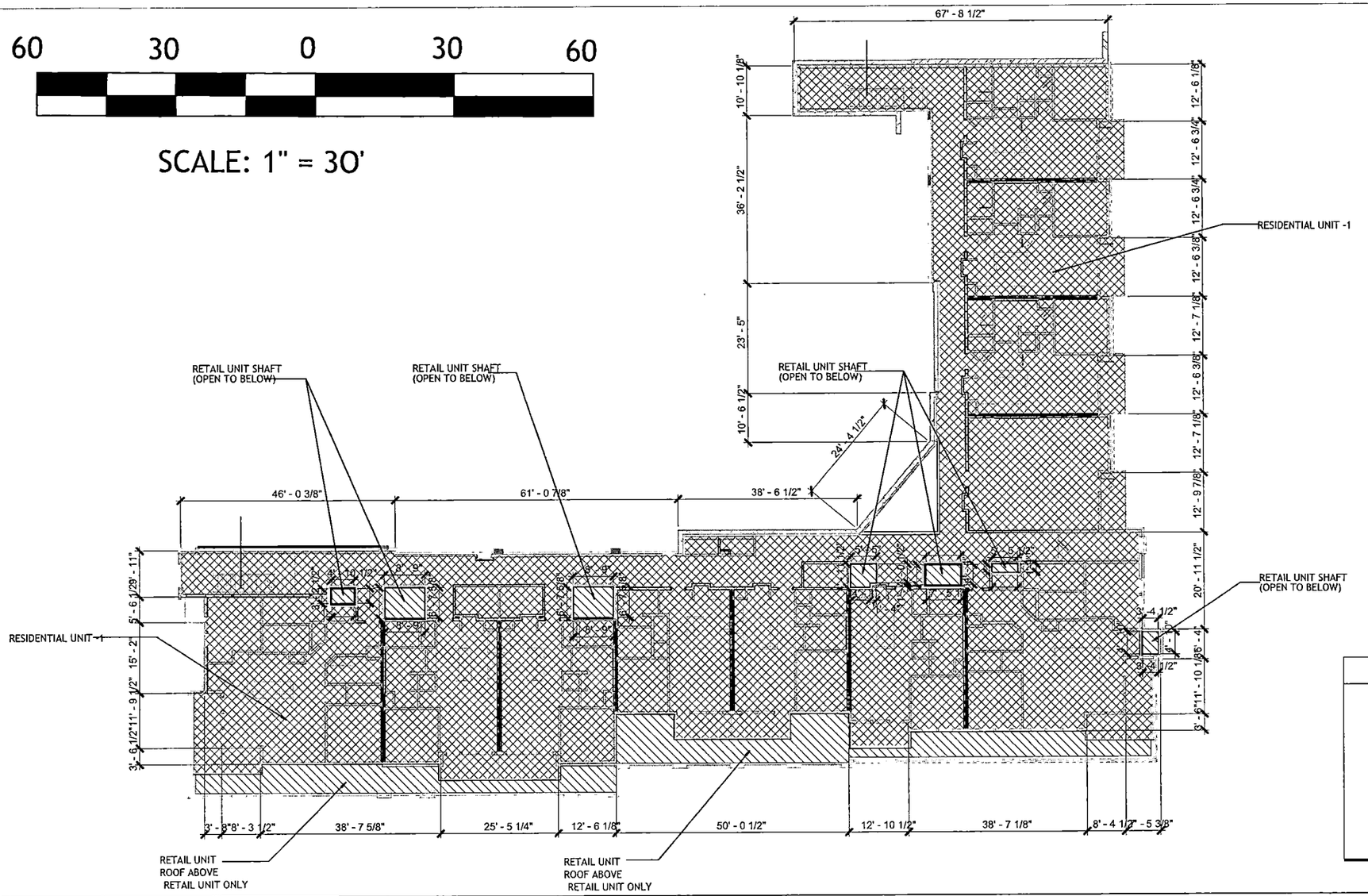


# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023

60 30 0 30 60

SCALE: 1" = 30'




TN SPC GRID NORTH
NAD 83

LEGEND

- "Residential Unit-1"
- "Retail Unit"
- "Mixed Use Building Common Element"

# EXHIBIT C

**Building 200 - LEVEL 1**
**RESIDENTIAL UNIT - 1 / RETAIL UNIT**
**FFE: 626.00' - 636.78'**

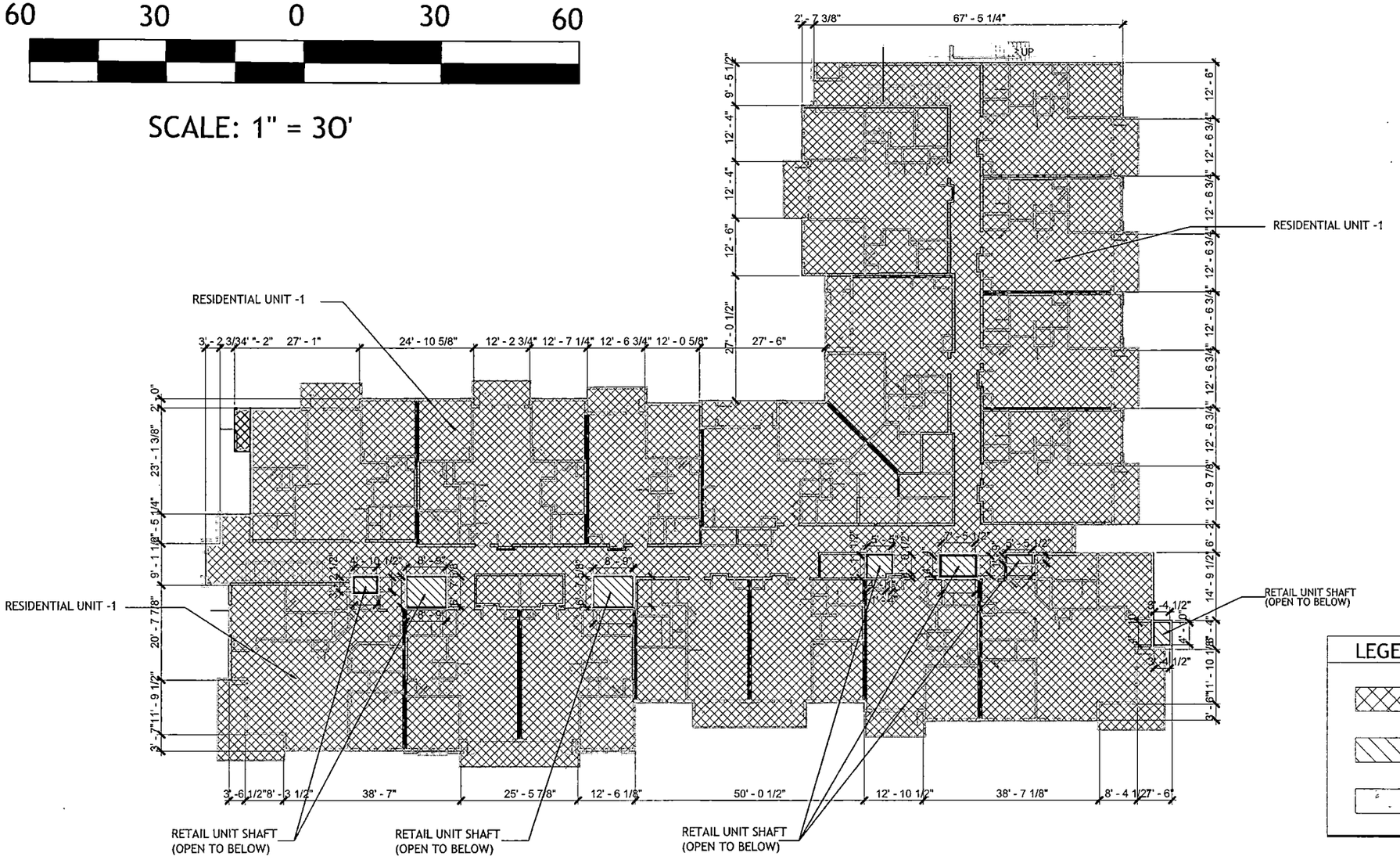


# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023

60 30 0 30 60

SCALE: 1" = 30'



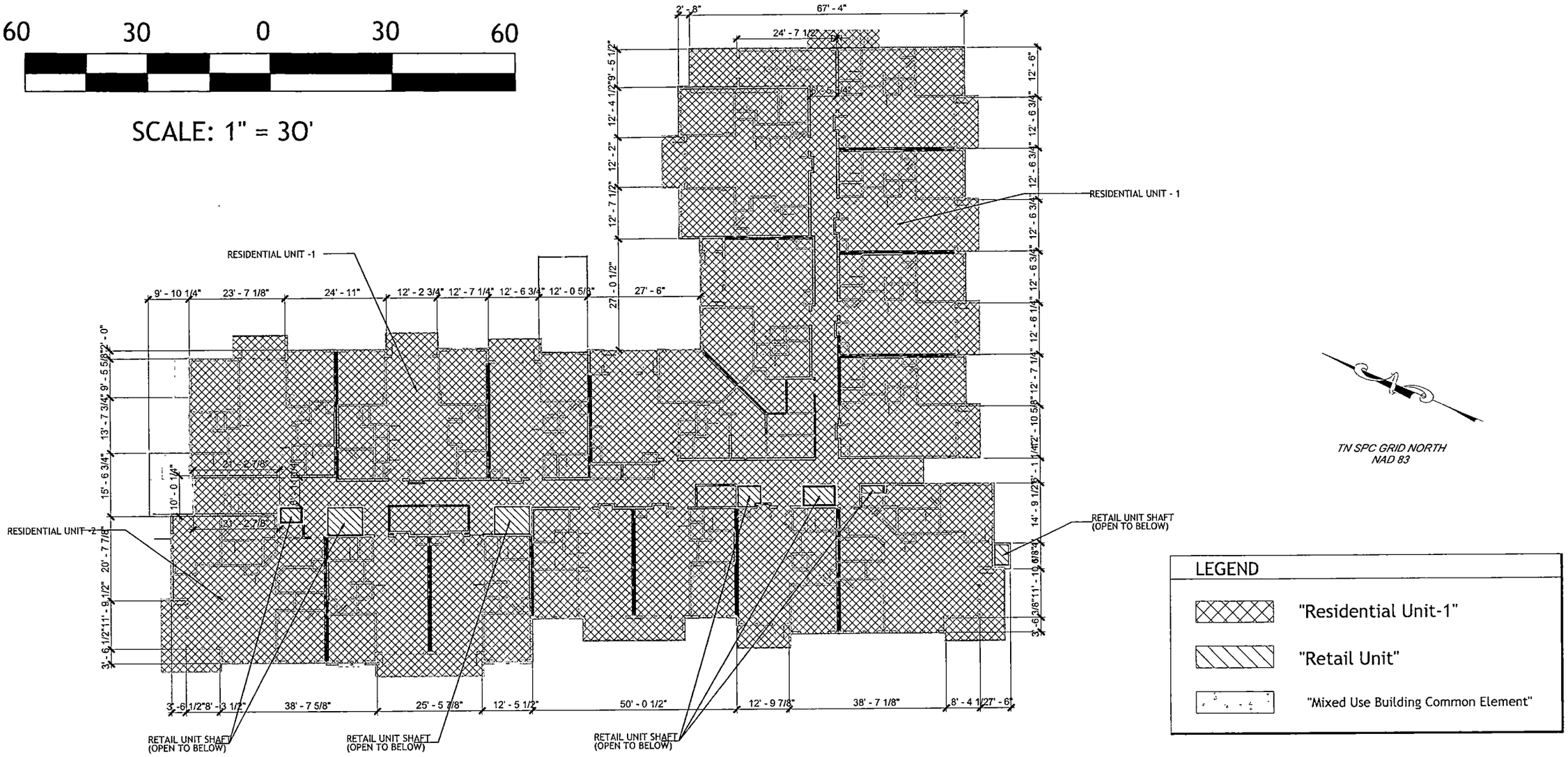

# EXHIBIT C

**Building 200 - LEVEL 2**
**RESIDENTIAL UNIT - 1 / RETAIL UNIT**
**FFE: 626.00' - 636.78'**



# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2022




# EXHIBIT C

**Building 200 - LEVEL 3**
**RESIDENTIAL UNIT - 1**
**FFE: 647.31' - 657.97'**



# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023

60 30 0 30 60

SCALE: 1" = 30'




TN SPC GRID NORTH
NAD 83

LEGEND

- "Residential Unit-1"
- "Retail Unit"
- "Mixed Use Building Common Element"

# EXHIBIT C

**Building 200 - LEVEL 4**
**RESIDENTIAL UNIT - 1**
**FFE: 657.97' - 667.06'**

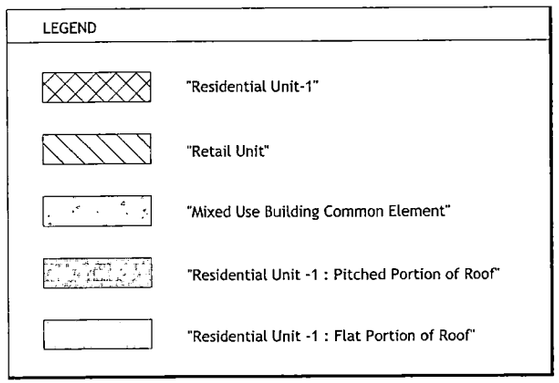


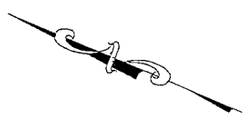
# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

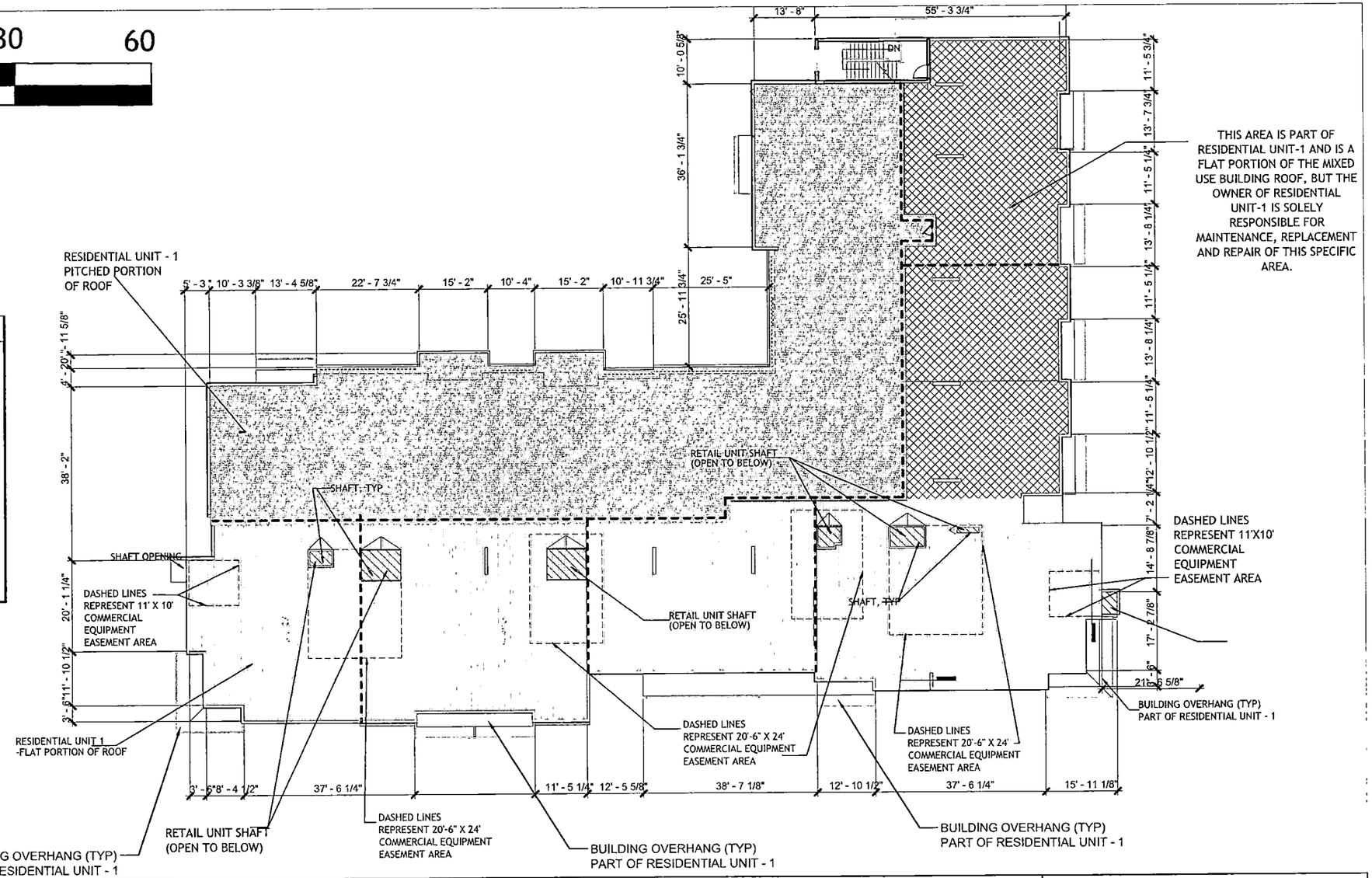
12/12/2022

60 30 0 30 60

SCALE: 1" = 30'




# EXHIBIT C

**Building 200 - ROOF**
**RESIDENTIAL UNIT - 1**
**FFE: 667.06' - 680.08'**



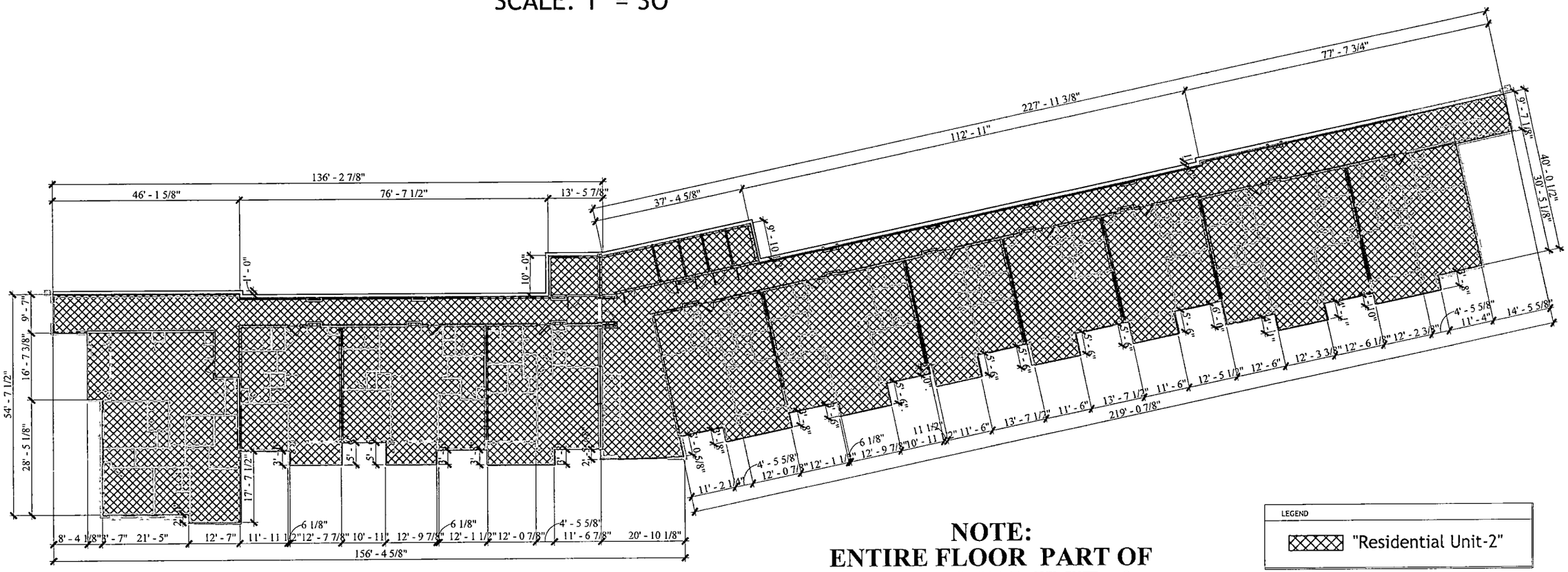
# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023

TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'




**NOTE:**
**ENTIRE FLOOR PART OF**
**RESIDENTIAL UNIT - 2**

LEGEND

"Residential Unit-2"

# EXHIBIT C

**Building 300 - LEVEL 1**
**RESIDENTIAL UNIT - 2**
**FFE: 641.00' - 651.78'**



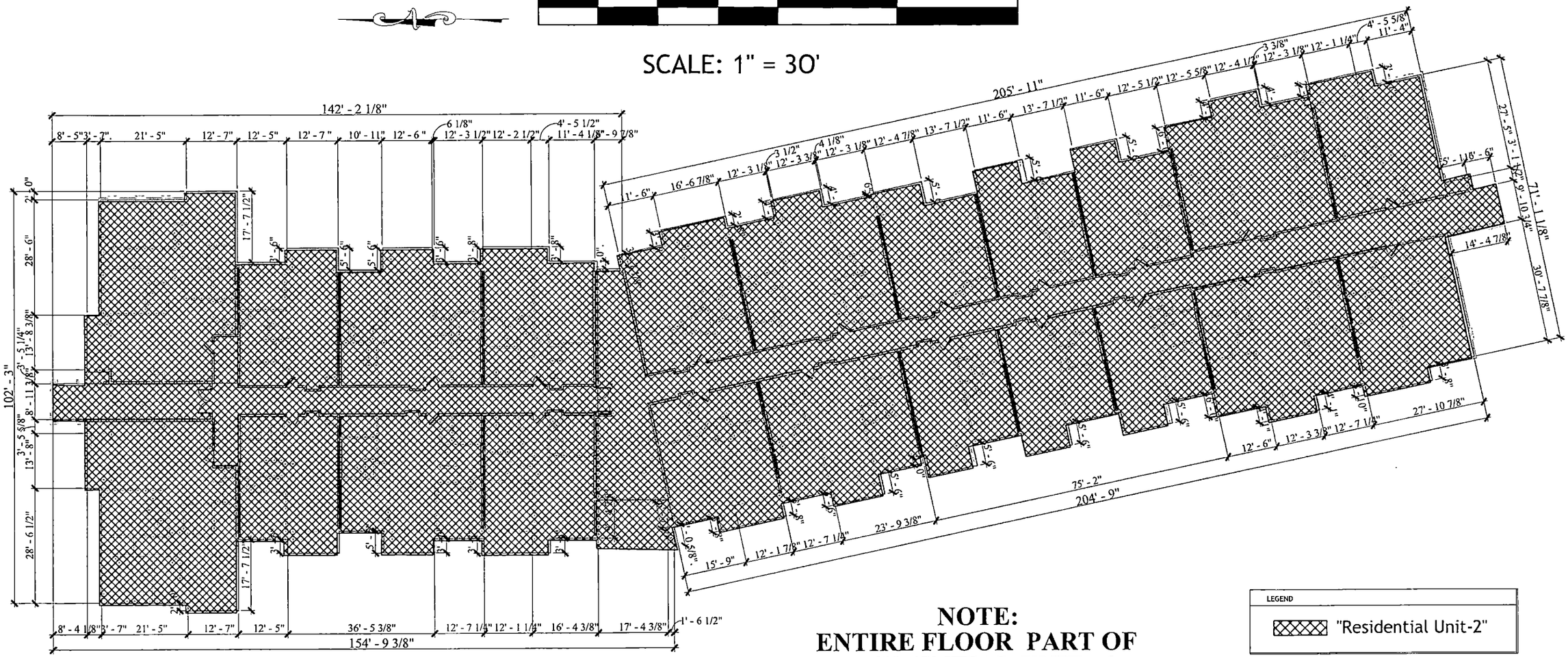
# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023

TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'




**NOTE:**
**ENTIRE FLOOR PART OF**
**RESIDENTIAL UNIT - 2**

LEGEND

"Residential Unit-2"

# EXHIBIT C

**Building 300 - LEVEL 2**
**RESIDENTIAL UNIT - 2**
**FFE: 651.78' - 662.43'**



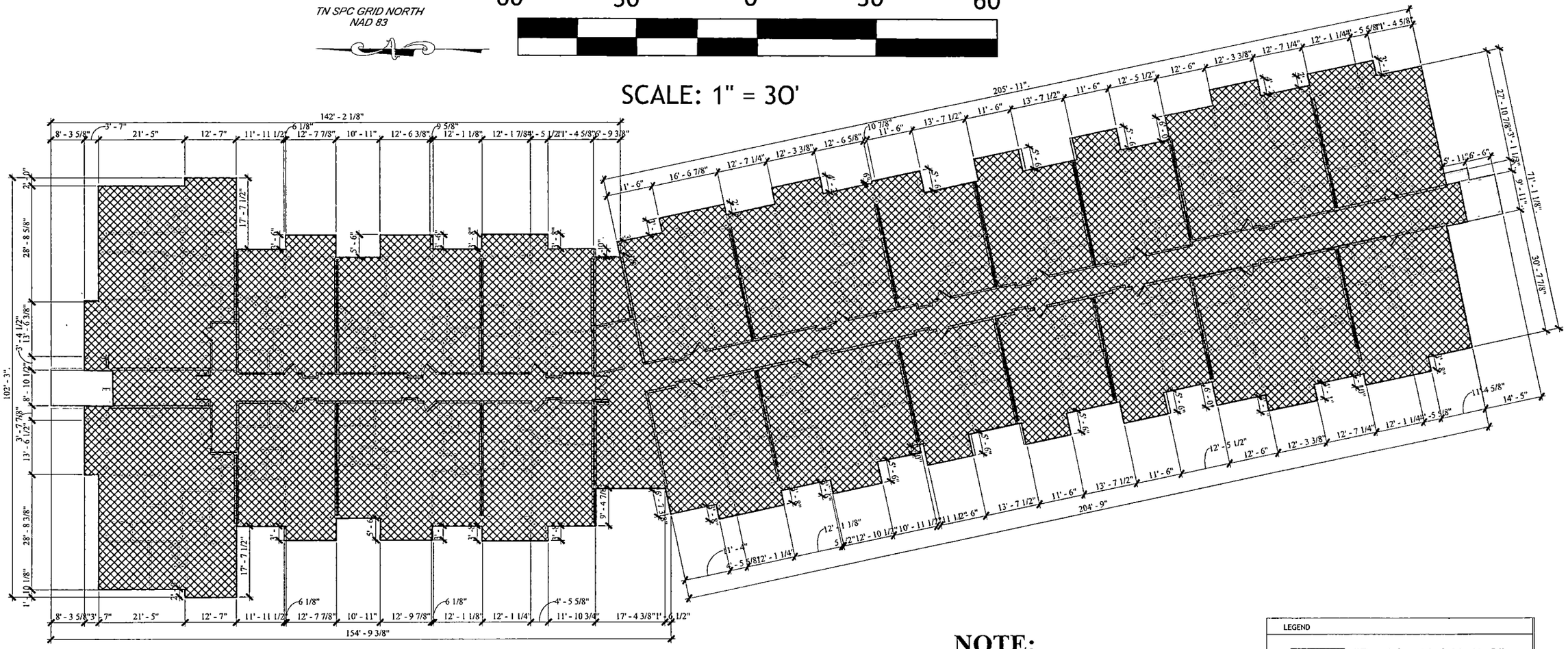
# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023

TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'



**NOTE:**
**ENTIRE FLOOR PART OF**
**RESIDENTIAL UNIT - 2**

LEGEND
"Residential Unit-2"

# EXHIBIT C

**Building 300 - LEVEL 3**
**RESIDENTIAL UNIT - 2**
**FFE: 662.43' - 673.08'**



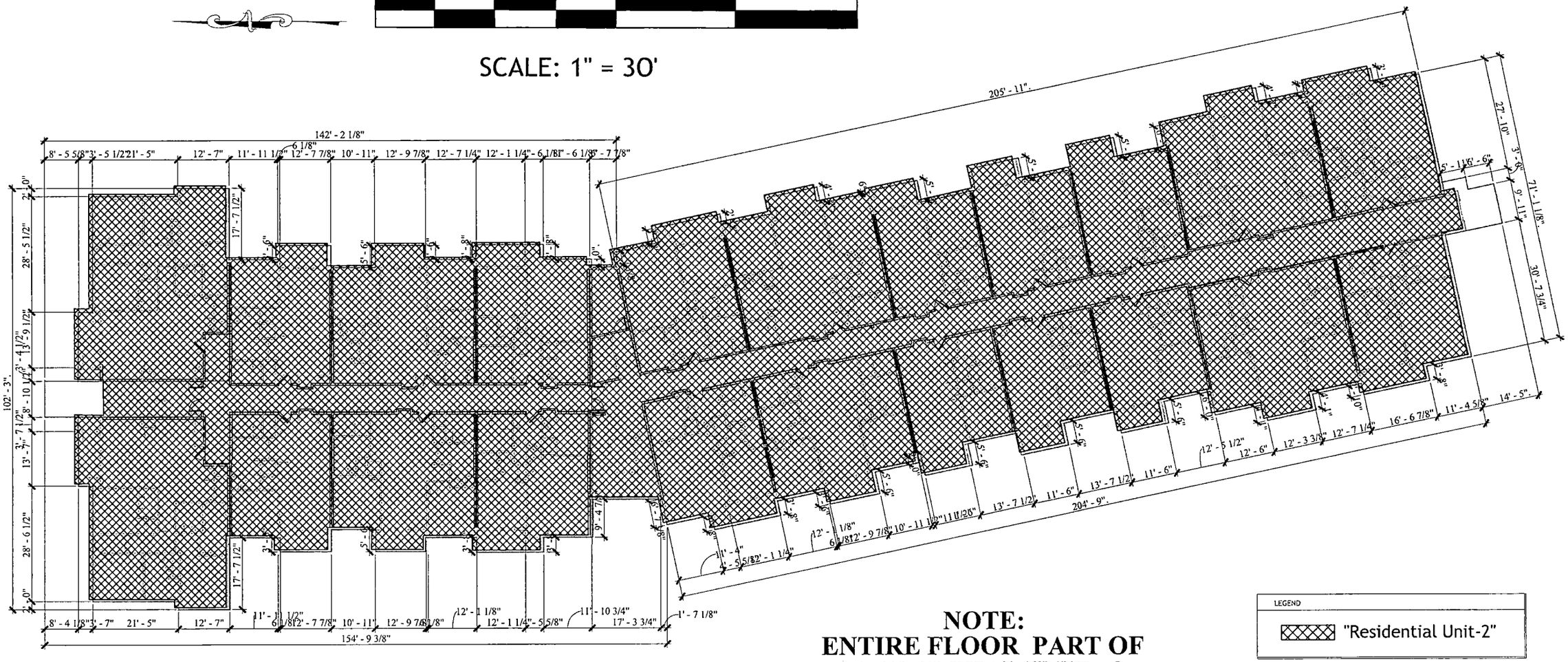
# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2022

TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'




**NOTE:**
**ENTIRE FLOOR PART OF**
**RESIDENTIAL UNIT - 2**

# EXHIBIT C

**Building 300 - LEVEL 4**
**RESIDENTIAL UNIT - 2**
**FFE: 673.08' - 682.18'**



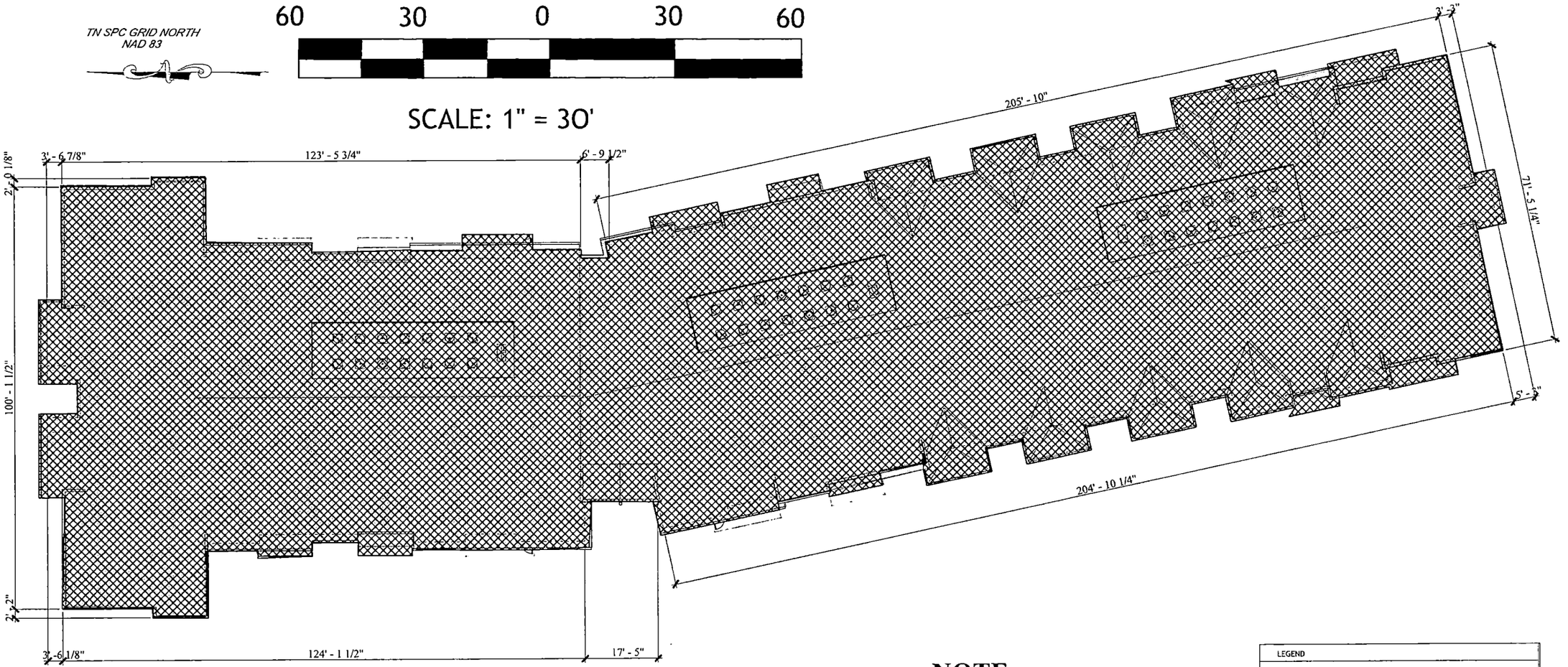
# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2022

TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'




**NOTE:**
**ENTIRE ROOF PART OF**
**RESIDENTIAL UNIT - 2**

LEGEND
"Residential Unit-2"

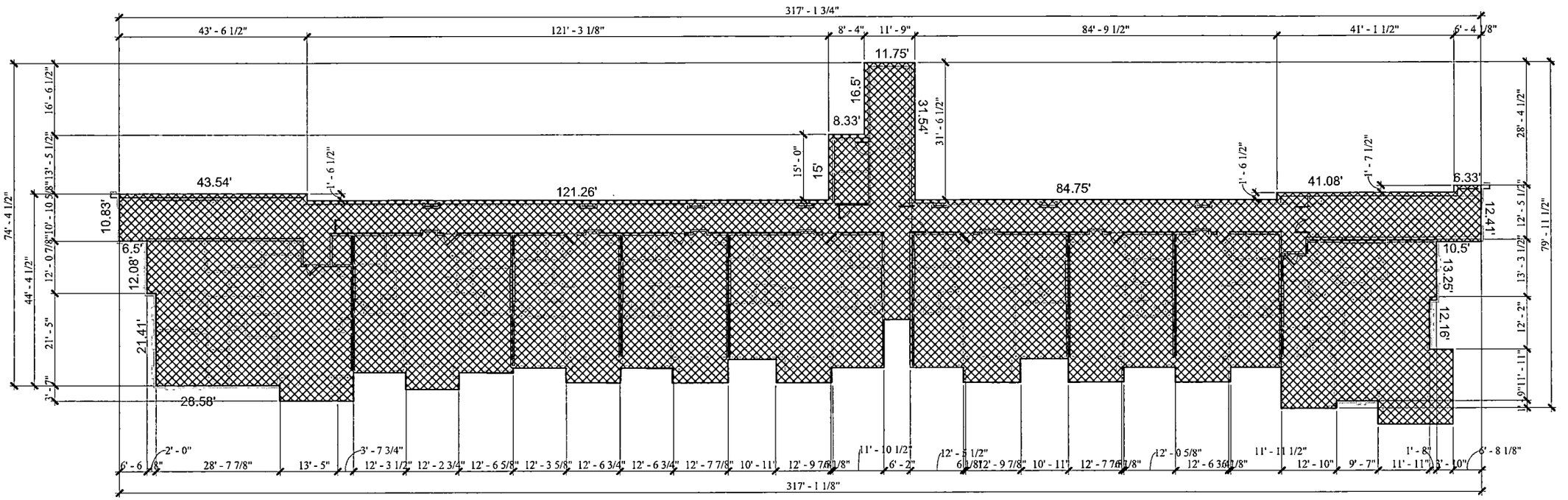
# EXHIBIT C

**Building 300 - ROOF**
**RESIDENTIAL UNIT - 2**
**FFE: 682.18' - 695.68'**

**PAGE 17 OF 37**

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2025




SCALE: 1" = 30'

**NOTE:**
**ENTIRE FLOOR PART OF RESIDENTIAL UNIT 3**

LEGEND

"Residential Unit-3"

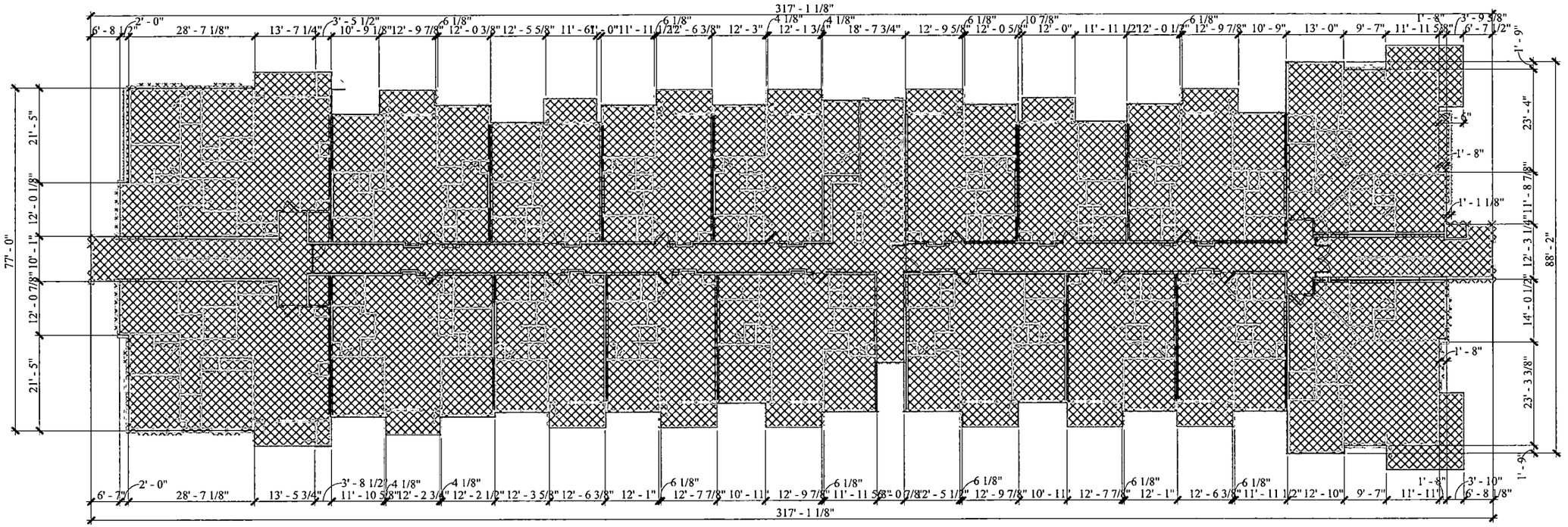
# EXHIBIT C

**Building 400 - LEVEL 1**
**RESIDENTIAL UNIT - 3**
**FFE: 612.00' - 622.78'**



# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2022




TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'

**NOTE:**
**ENTIRE FLOOR PART OF**
**RESIDENTIAL UNIT 3**

LEGEND

"Residential Unit-3"

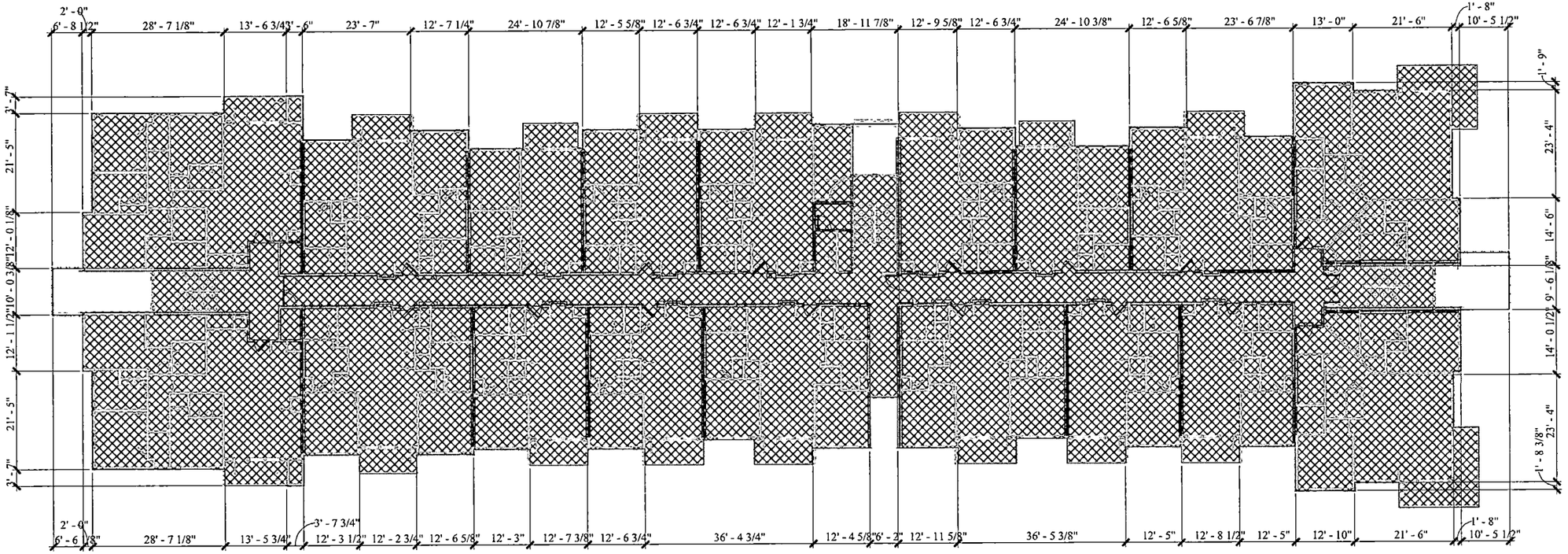
# EXHIBIT C

**Building 400 - LEVEL 2**
**RESIDENTIAL UNIT - 3**
**FFE: 622.78' - 633.43'**

**PAGE 19 OF 37**

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2022




TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'

**NOTE:**
**ENTIRE FLOOR PART OF RESIDENTIAL UNIT 3**

LEGEND

"Residential Unit-3"

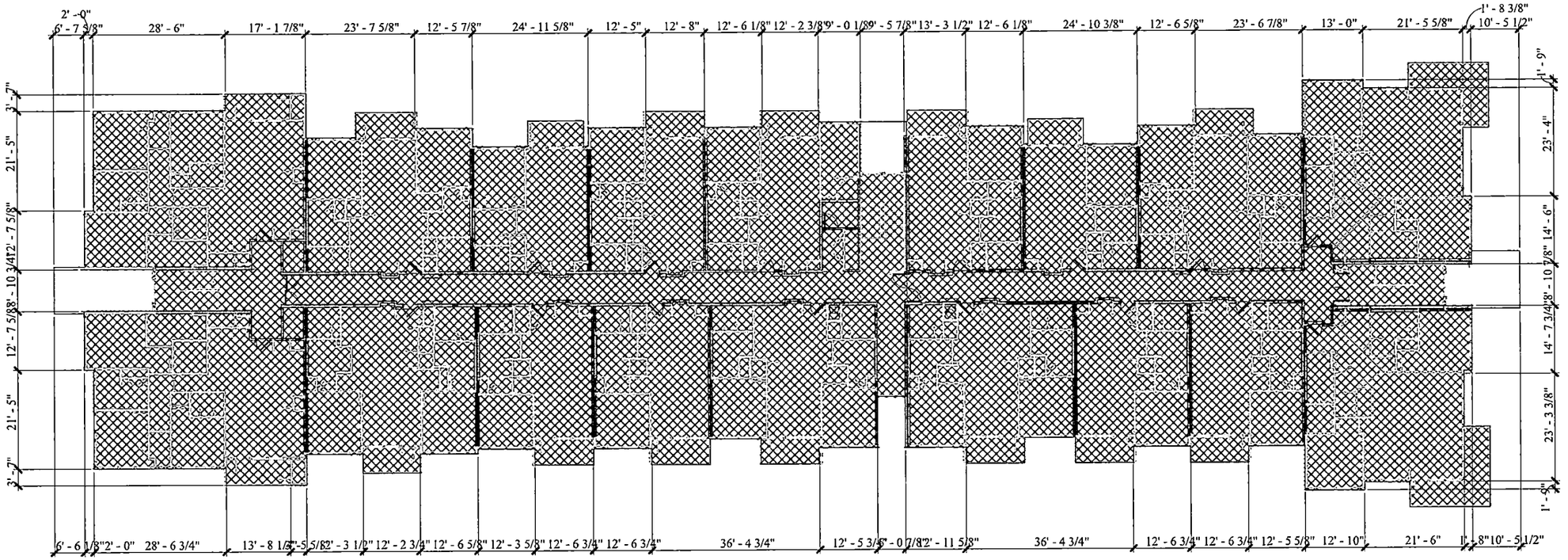
# EXHIBIT C

**Building 400 - LEVEL 3**
**RESIDENTIAL UNIT - 3**
**FFE: 633.43' - 644.09'**

**PAGE 20 OF 37**

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023




TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'

**NOTE:**
**ENTIRE FLOOR PART OF RESIDENTIAL UNIT 3**

LEGEND

"Residential Unit-3"

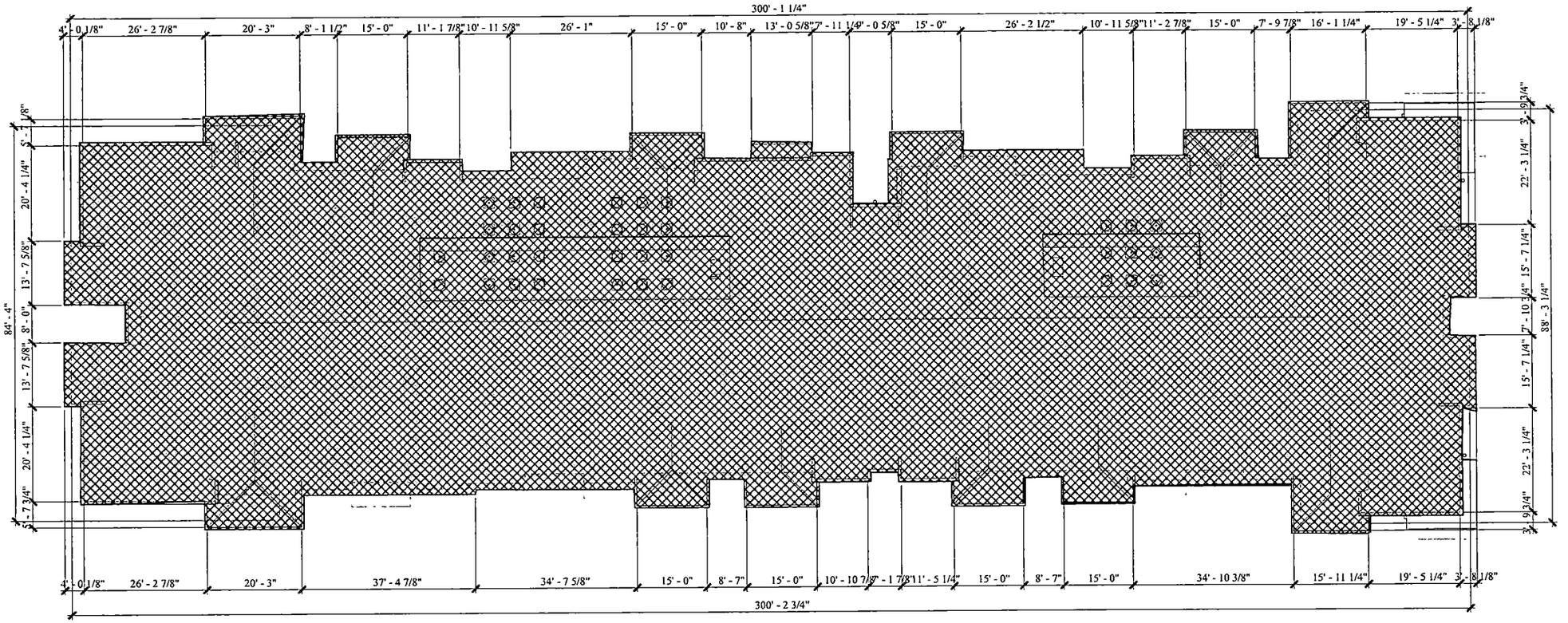
# EXHIBIT C

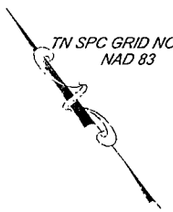
**Building 400 - LEVEL 4**
**RESIDENTIAL UNIT - 3**
**FFE: 644.09' - 653.18'**

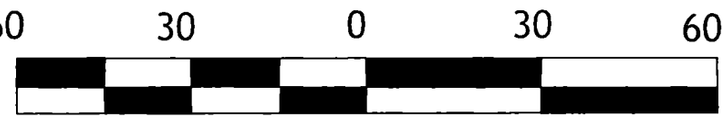
**PAGE 21 OF 37**

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

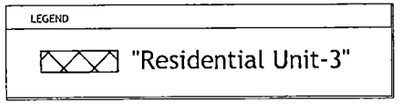
12/12/2023




SCALE: 1" = 30'




**NOTE:**
**ENTIRE ROOF PART OF RESIDENTIAL UNIT - 3**

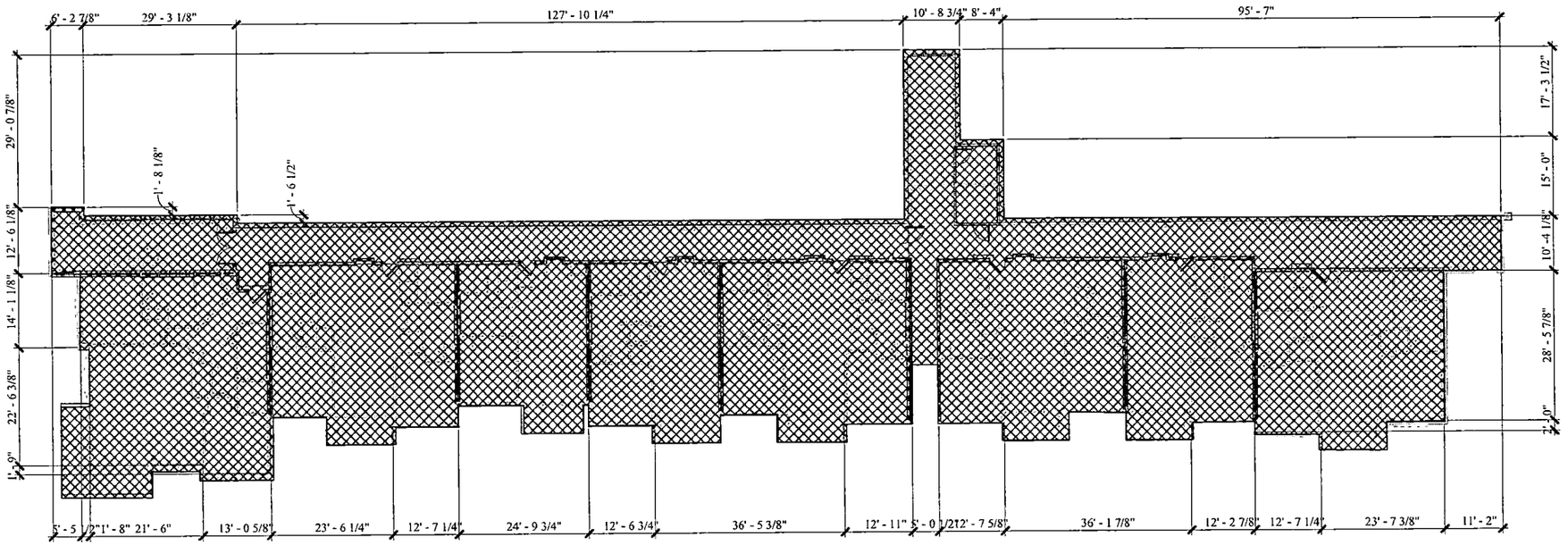
# EXHIBIT C

**Building 400 - ROOF**
**RESIDENTIAL UNIT - 3**
**FFE: 653.18' - 662.18'**



# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023




TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'

**NOTE:**
**ENTIRE FLOOR PART OF RESIDENTIAL UNIT 4**

LEGEND
"Residential Unit-4"

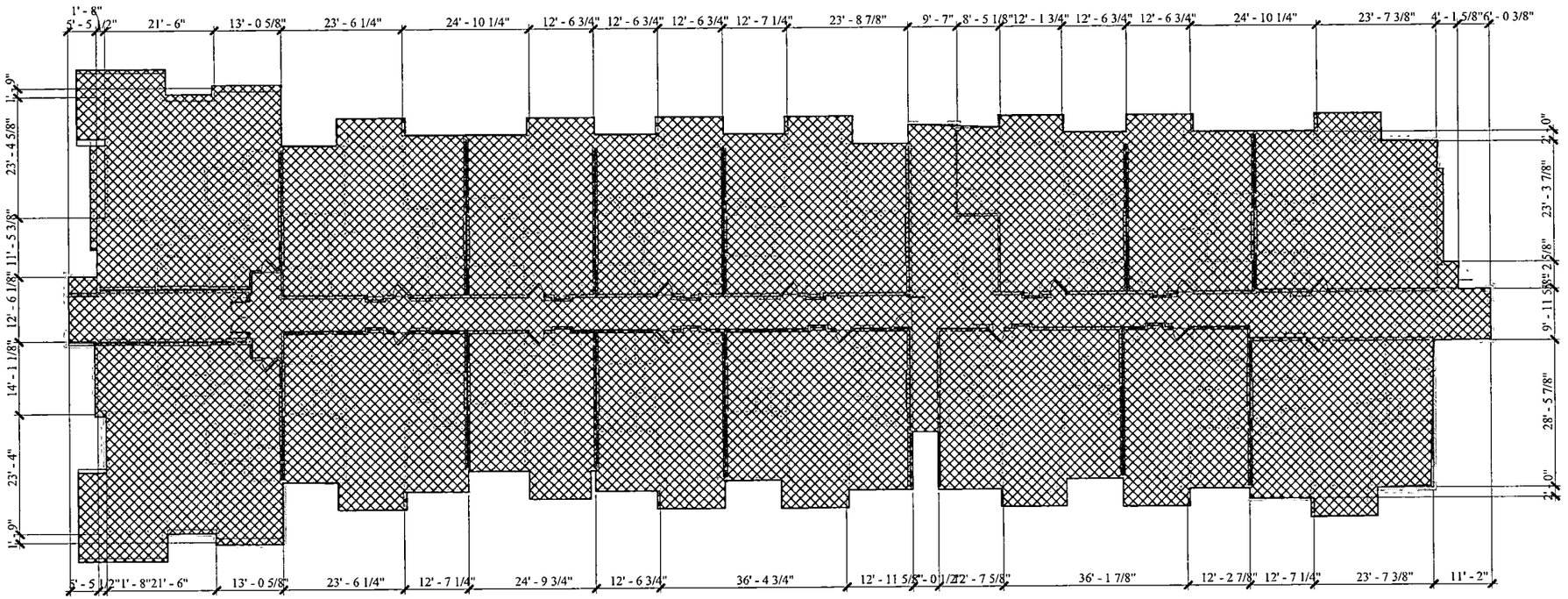
# EXHIBIT C

**Building 500 - LEVEL 1**
**RESIDENTIAL UNIT - 4**
**FFE: 615.00' - 625.78'**

**PAGE 23 OF 37**

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023




TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'

LEGEND

"Residential Unit-4"

**NOTE:**
**ENTIRE FLOOR PART OF RESIDENTIAL UNIT4**

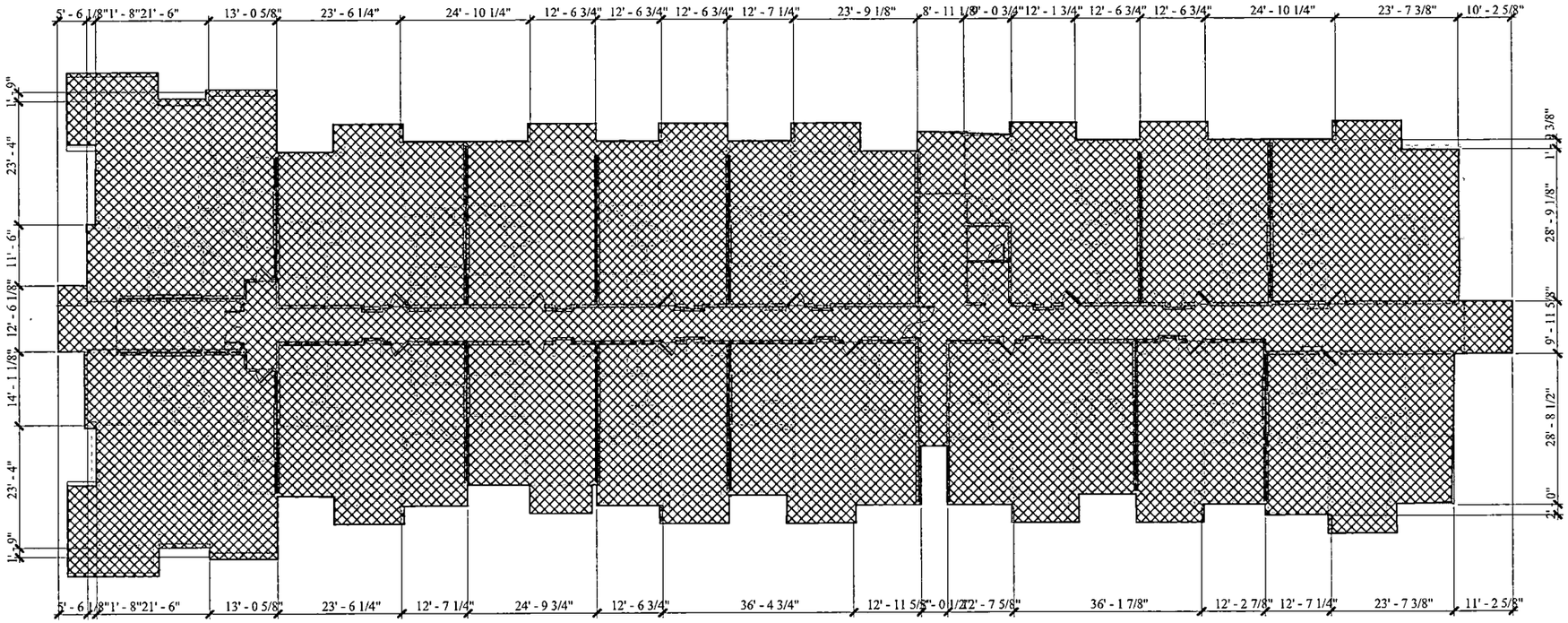
# EXHIBIT C

**Building 500 - LEVEL 2**
**RESIDENTIAL UNIT - 4**
**FFE: 625.78' - 636.43'**



# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023




TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'

**NOTE:**
**ENTIRE FLOOR PART OF**
**RESIDENTIAL UNIT 4**

LEGEND

"Residential Unit-4

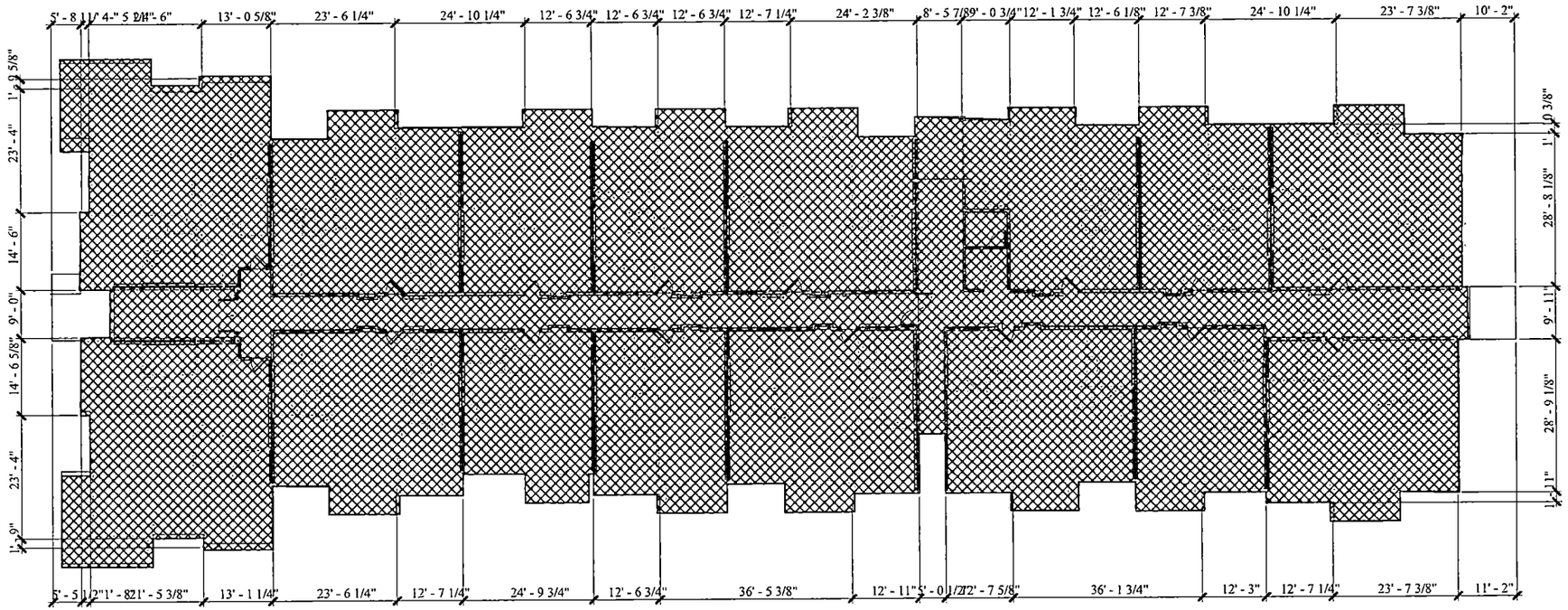
# EXHIBIT C

**Building 500 - LEVEL 3**
**RESIDENTIAL UNIT - 4**
**FFE: 636.43' - 647.09'**

**PAGE 25 OF 37**

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2022




TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'

**NOTE:**
**ENTIRE FLOOR PART OF RESIDENTIAL UNIT 4**

LEGEND
"Residential Unit-4"

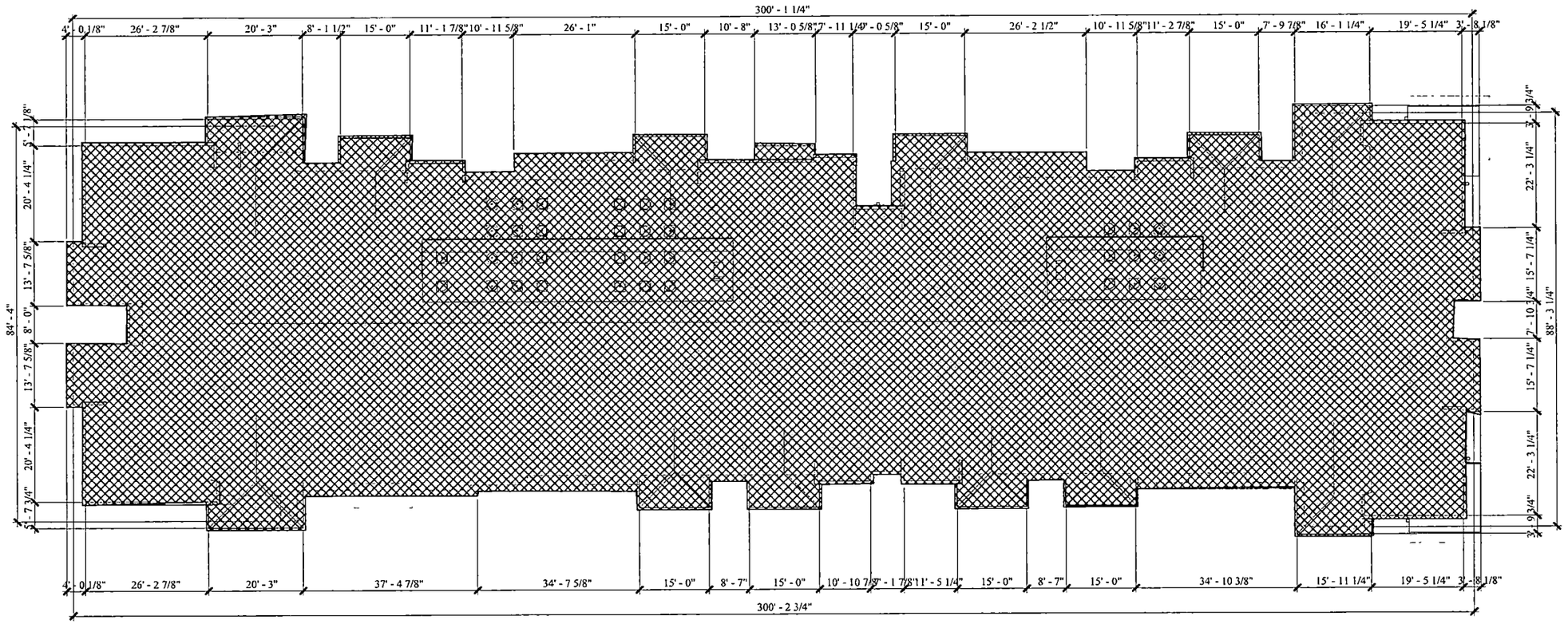
# EXHIBIT C

**Building 500 - LEVEL 4**
**RESIDENTIAL UNIT - 4**
**FFE: 647.09' - 656.18'**



# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023




TN SPC GRID NORTH
NAD 83

60 30 0 30 60

SCALE: 1" = 30'

LEGEND

"Residential Unit-4"

**NOTE:**
**ENTIRE ROOF PART OF RESIDENTIAL UNIT - 4**

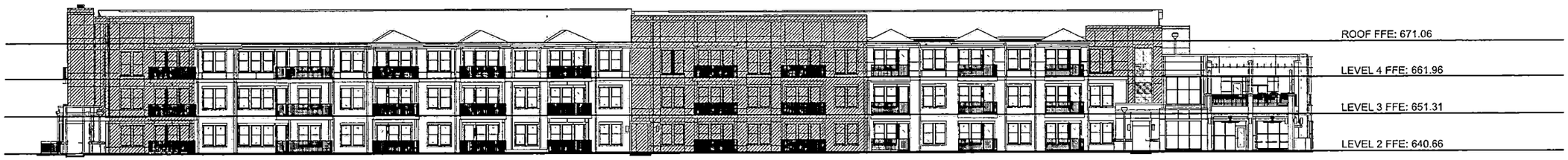
# EXHIBIT C

**Building 500 - ROOF**
**RESIDENTIAL UNIT - 4**
**FFE: 656.18' - 666.18'**

**PAGE 27 OF 37**

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023




1 A3.011 ELEVATION -BLDG 100 - EAST FACING (REAR)
3/32" = 1'-0"

TN SPC GRID NORTH
NAD 83




1 A3.010 ELEVATION -BLDG 100 -WEST FACING (FRONT)
3/32" = 1'-0"

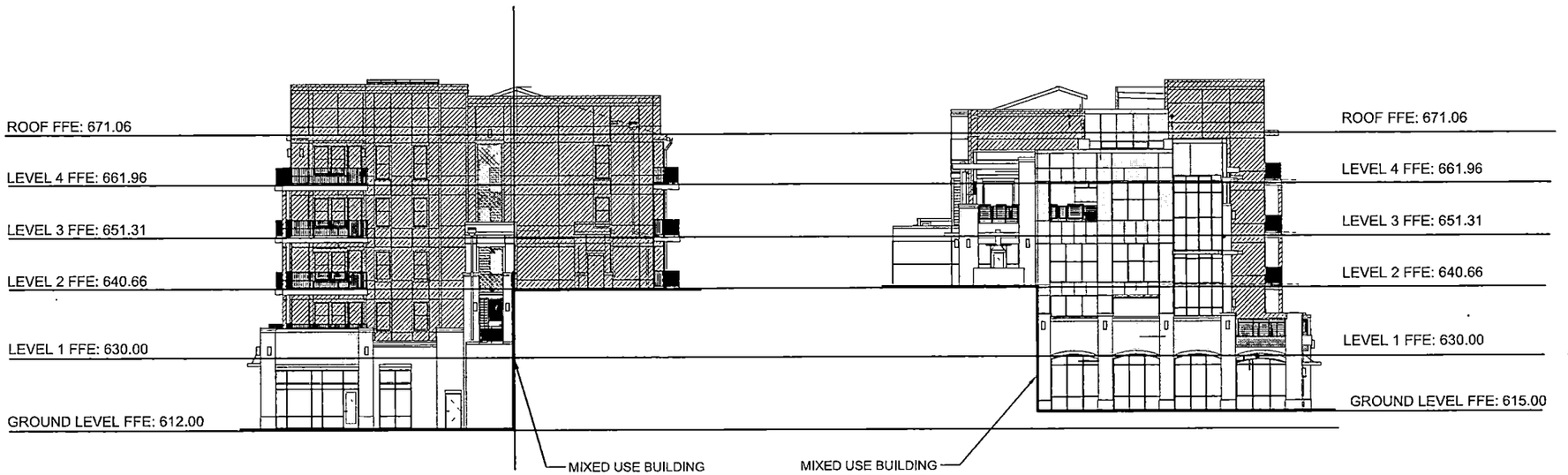
TN SPC GRID NORTH
NAD 83



| EXHIBIT C | Building 100 - ELEVATIONS<br>EAST (REAR)/ WEST (FRONT) | PAGE 28 OF 37 |
|---|---|---|

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2022




*TN SPC GRID NORTH NAD 83*

*TN SPC GRID NORTH NAD 83*

2 / A3.011 ELEVATION -BLDG 100 -SOUTH FACING ELEVATION

2 / A3.010 ELEVATION -BLDG 100 -NORTH FACING ELEVATION

| | | |
|---|---|---|
| **EXHIBIT C** | **Building 100 - ELEVATIONS NORTH/SOUTH** | **PAGE 29 OF 37** |

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023




TN SPC GRID NORTH
NAD 83

1 CD3.020 ELEVATION -BLDG 200 WEST FACE (FRONT)




TN SPC GRID NORTH
NAD 83

2 CD3.020 ELEVATION -BLDG 200 SOUTH FACE



| EXHIBIT C | Building 200 - ELEVATIONS<br>WEST/SOUTH | PAGE 30 OF 37 |
|---|---|---|

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2023



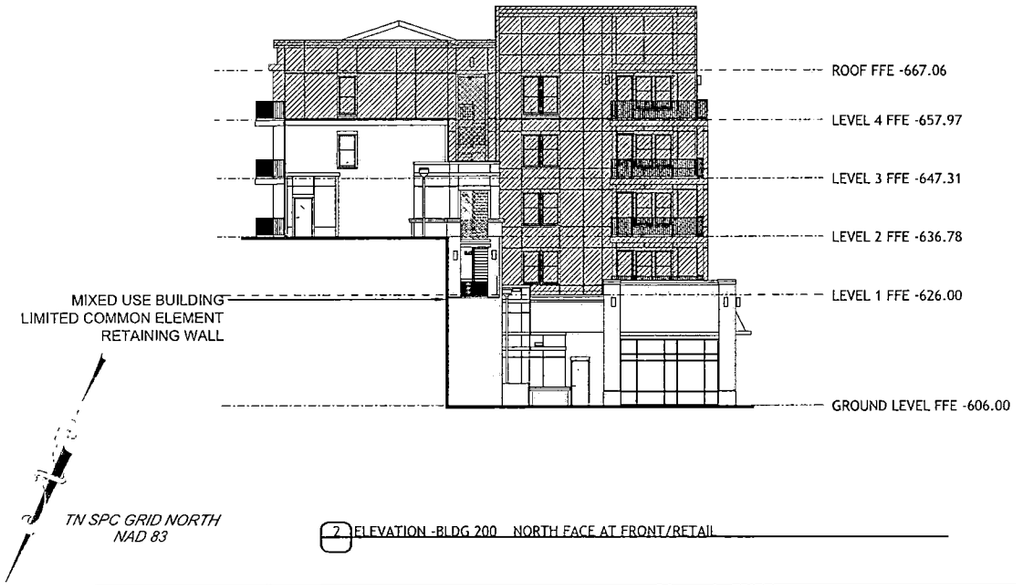




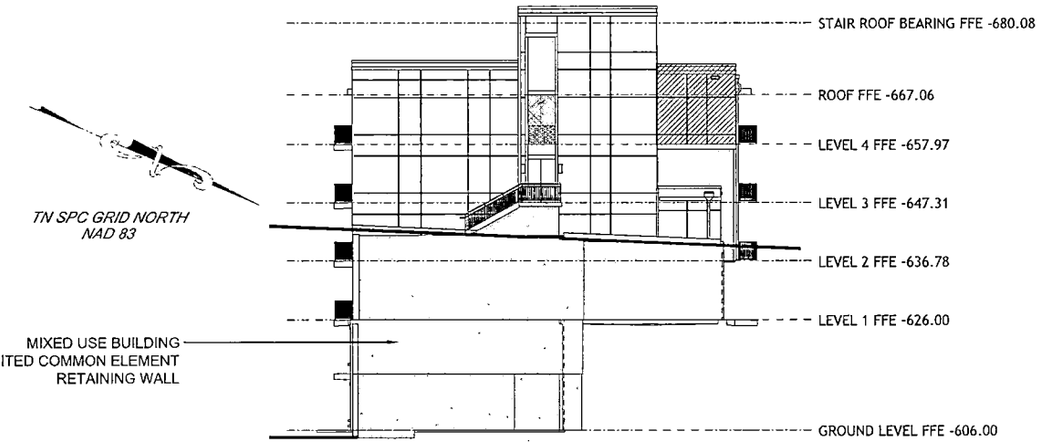
3 ELEVATION -BLDG 200 NORTH FACE AT REAR




1 ELEVATION -BLDG 200 EAST FACE




2 ELEVATION -BLDG 200 NORTH FACE AT FRONT/RETAIL




4 ELEVATION -BLDG 200 EAST FACE

# EXHIBIT C

**Building 200 - ELEVATIONS**
**EAST/NORTH**

**PAGE 31 OF 37**

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2022




6 ELEVATION -BLDG 300 -EAST FACE
A3.030

**NOTE:**
**ENTIRE ELEVATION PART OF RESIDENTIAL UNIT - 2**

*TN SPC GRID NORTH*
*NAD 83*

MATCH LINE




*TN SPC GRID NORTH*
*NAD 83*

MATCH LINE

5 ELEVATION -BLDG 300 -EAST FACE
A3.030

**NOTE:**
**ENTIRE ELEVATION PART OF RESIDENTIAL UNIT - 2**




2 ELEVATION -BLDG 300 -NORTH FACE
A3.030

*TN SPC GRID NORTH*
*NAD 83*

**NOTE:**
**ENTIRE ELEVATION PART OF RESIDENTIAL UNIT - 2**

| | | |
|---|---|---|
| **EXHIBIT C** | **Building 300 - ELEVATIONS NORTH/SOUTH** | **PAGE 32 OF 37** |

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2022




3 ELEVATION -BLDG 300 -WEST FACE
A3.030

MATCH LINE

TN SPC GRID NORTH
NAD 83

**NOTE:**
**ENTIRE ELEVATION PART OF RESIDENTIAL UNIT - 2**

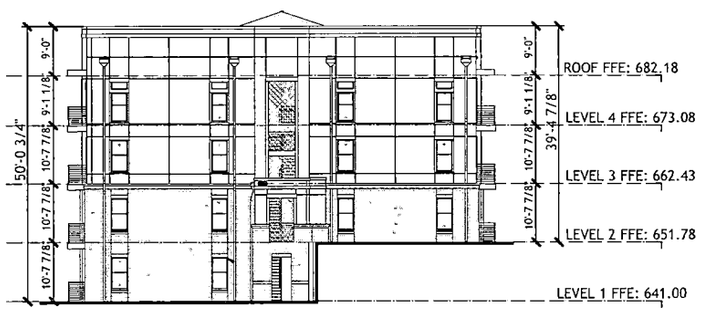



4 ELEVATION -BLDG 300 -WEST FACE
A3.030 3/32" = 1'-0"

MATCH LINE

TN SPC GRID NORTH
NAD 83

**NOTE:**
**ENTIRE ELEVATION PART OF RESIDENTIAL UNIT - 2**




1 ELEVATION -BLDG 300 - SOUTH FACE
A3.030

TN SPC GRID NORTH
NAD 83

**NOTE:**
**ENTIRE ELEVATION PART OF RESIDENTIAL UNIT - 2**

| | | |
|---|---|---|
| **EXHIBIT C** | **Building 300 - ELEVATIONS WEST/SOUTH** | **PAGE 33 OF 37** |

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2022




4 A3.040 ELEVATION -BLDG 400 - EAST

**NOTE:**
**ENTIRE ELEVATION PART OF RESIDENTIAL UNIT - 3**

TN SPC GRID NORTH
NAD 83




3 A3.040 ELEVATION -BLDG 400 -FRONT

TN SPC GRID NORTH
NAD 83

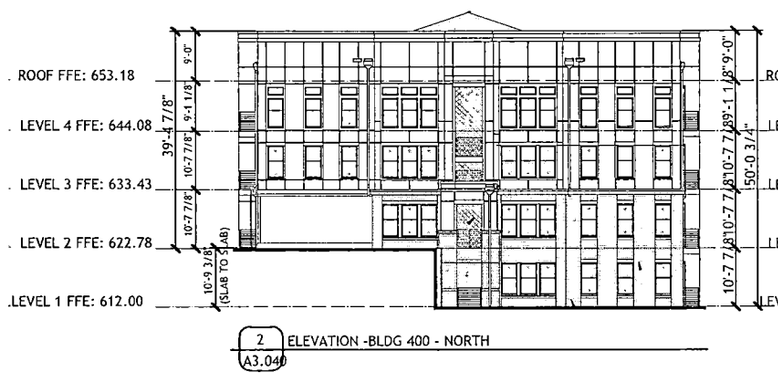
**NOTE:**
**ENTIRE ELEVATION PART OF RESIDENTIAL UNIT - 3**

| | | |
|---|---|---|
| **EXHIBIT C** | **Building 400 - ELEVATIONS WEST/EAST** | **PAGE 34 OF 37** |

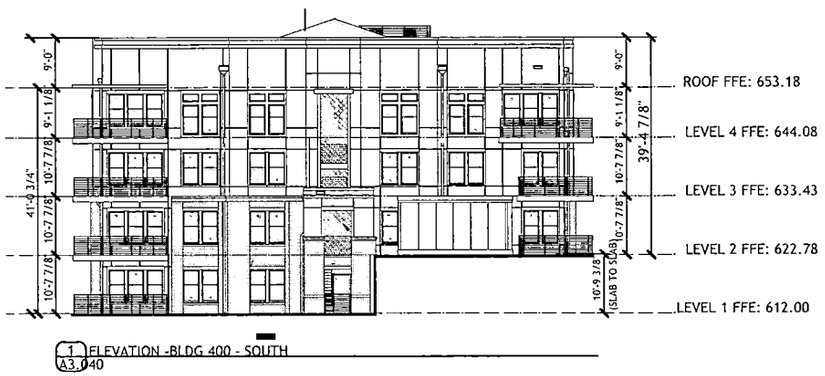
# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2025

TN SPC GRID NORTH
NAD 83




**NOTE:**
**ENTIRE ELEVATION PART OF RESIDENTIAL UNIT - 3**




**NOTE:**
**ENTIRE ELEVATION PART OF RESIDENTIAL UNIT - 3**

TN SPC GRID NORTH
NAD 83

| | | |
|---|---|---|
| **EXHIBIT C** | **Building 400 - ELEVATIONS NORTH/SOUTH** | **PAGE 35 OF 37** |

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2022



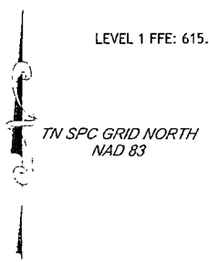

4 A3.050 ELEVATION -BLDG 500 -SOUTH

**NOTE:**
**ENTIRE ELEVATION PART OF**
**RESIDENTIAL UNIT - 4**




3 A3.050 ELEVATION -BLDG 500 - NORTH

**NOTE:**
**ENTIRE ELEVATION PART OF**
**RESIDENTIAL UNIT - 4**




| | | |
|---|---|---|
| **EXHIBIT C** | **Building 500 - ELEVATIONS**<br>**WEST/EAST** | **PAGE 36 OF 37** |

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013



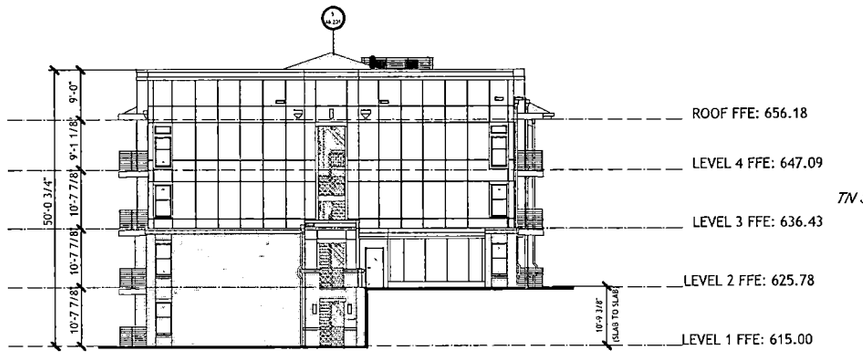
12/12/2022

TN SPC GRID NORTH
NAD 83




2 A3.050 ELEVATION -BLDG 500 -EAST

**NOTE:**
**ENTIRE ELEVATION PART OF RESIDENTIAL UNIT - 4**




1 A3.050 ELEVATION -BLDG 500 -WEST

TN SPC GRID NORTH
NAD 83

**NOTE:**
**ENTIRE ELEVATION PART OF RESIDENTIAL UNIT - 4**

| | | |
|---|---|---|
| **EXHIBIT C** | **Building 500 - ELEVATIONS NORTH/SOUTH** | **PAGE 37 OF 37** |

# The Mainstead at Century Farms Condominium
# 2141 Century Farms Parkway Antioch, TN 37013

12/12/2022

# EXHIBIT D

## REAL ESTATE WHICH MAY BE ADDED TO CONDOMINIUM

Being a parcel of land located in the Thirty-Second Councilmanic District, within the General Services District of Nashville, Davidson County, Tennessee. This parcel being generally located to the north of Cane Ridge Road and the East of Century Farms Parkway. Also being described as a portion of Lot 1, Century Farms Subdivision of record in Instrument No. 201509170094651, R.O.D.C. and being more particularly described as follows:

**BEGINNING** at a common corner of the westerly line of Lot 1 Century Farms Subdivision and the Easterly line of Lot 2D of the Resubdivision of lot 2, 3, 4, and 5 Century Farms of record in Instrument No. 202102250023786, R.O.D.C., as amended by the Surveyor's Certificate of Correction recorded as Instrument No. 202109140123327, as further amended by the Surveyor's Certificate of Correction recorded as Instrument No. 20211019014062, in the Register's Office of Davidson County, Tennessee, said point being N 03° 24' 59" E, 225.08 feet from the Southwest corner of said Lot 1;

**THENCE**, with a southerly line of said lot 1 and a curve to the right 71.54 feet, said curve having a central angle of 13° 01' 59", a radius of 314.50 feet, a tangent of 35.92 feet, and a chord of N 68° 45' 16" W, 71.38 feet;

**THENCE**, continuing with said southerly line of said Lot 1 the following calls:
N 62° 14' 17" W, 342.57 feet,
N 13° 22' 48" W, 153.11 feet to the westerly line of said Lot 1;

**THENCE**, with said westerly line of Lot 1 and a curve to the left 111.40 feet, said curve having a central
angle of 44° 56' 57", a radius of 142.00 feet, a tangent of 58.74 feet, and a chord of N 54° 08' 44" E,
108.57 feet;

**THENCE**, with a severance line through Lot 1 the following calls:
S 35° 07' 08" E, 77.94 feet,
S 46° 32' 03" W, 92.89 feet,
Along a curve to the left 75.77 feet, said curve having a central angle of 108° 31' 48", a radius of 40.00 feet, a tangent of 55.59 feet, and a chord of S 07° 43' 32" E, 64.94 feet,
S 61° 59' 26" E, 199.94 feet,
S 64° 07' 10" E, 174.06 feet,
S 03° 24' 59" W, 36.18 feet to the **POINT OF BEGINNING.**

Containing 26,431 Square Feet or 0.61 Acre, more or less.

# EXHIBIT E

## ALLOCATED INTERESTS

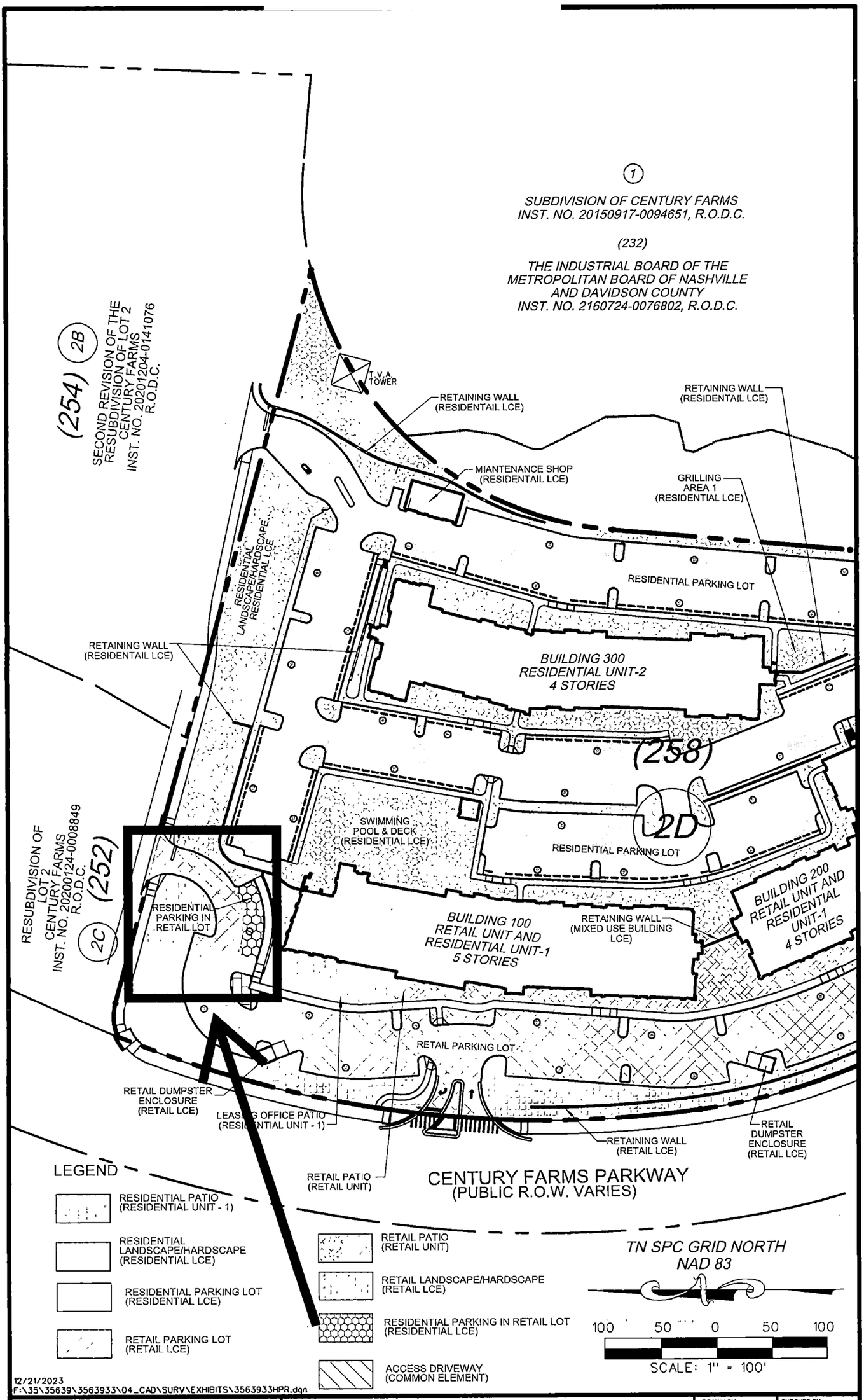
| UNIT | PERCENTAGE INTEREST IN COMMON ELEMENTS AND COMMON EXPENSES | SIZE OF UNIT | NUMBER OF VOTES (PERCENTAGE INTEREST MULTIPLIED BY 100) | MIXED USE BUILDING COMMON ELEMENT ALLOCATION |
|---|---|---|---|---|
| Residential Unit-1 | 39.85% | 174,398.83 square feet (96,392.68 Building 100; 78,006.15; Building 200) | 39.85 | 88.79% |
| Residential Unit-2 | 20.95% | 91,648.88 Building 300 | 20.95 | 0% |
| Residential Unit-3 | 18.28% | 79,989.85 Building 400 | 18.28 | 0% |
| Residential Unit-4 | 15.88% | 69,477.78 Building 500 | 15.88 | 0% |
| Retail Unit | 5.04% | 22,040.12 square feet (11,972.94 square feet Building 100; 10,067.18 square feet Building 200) | 5.04 | 11.21% |
| Total | 100.00% | 437,555.46 square feet | 100 | 100% |

The percentage interest of each Unit is based on the approximate area in square feet of each Unit. The percentage interest is approximately equal to the fraction with the numerator being the area of the Unit and the denominator being the area of all the Units.

# EXHIBIT F

## RESERVED SPACES WITHIN THE RETAIL PARKING LOT CONSTITUTING RESIDENTIAL LIMITED COMMON ELEMENTS

[SEE ATTACHED]




12/21/2023
F:\35\35639\3563933\04_CAD\SURV\EXHIBITS\3563933HPR.dgn

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

# CONDOMINIUM PLAT

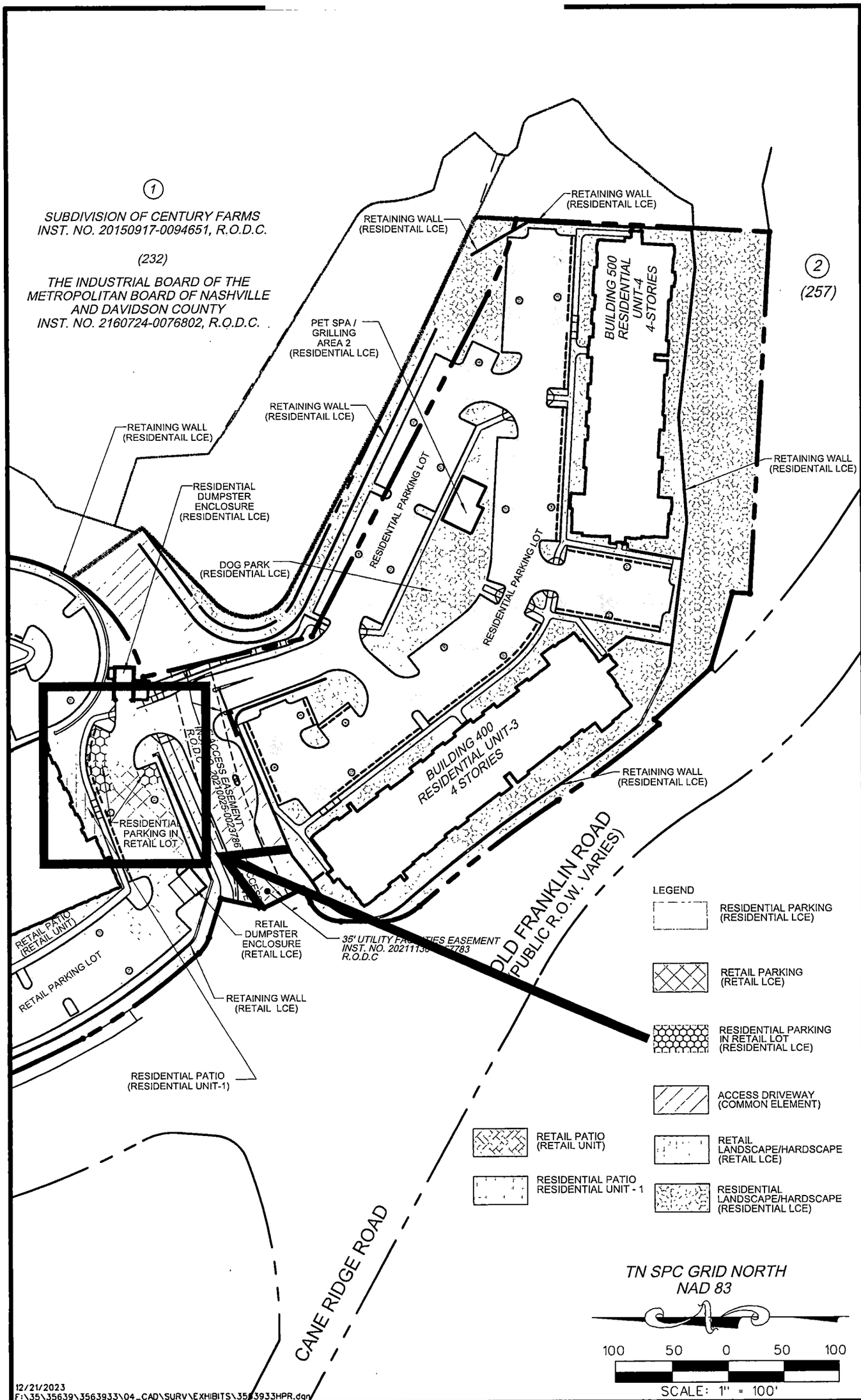
THE MAINSTEAD AT CENTURY FARMS
2141 CENTURY FARMS PKWY
32ND COUNCILMANIC DISTRICT
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

| DRAWN BY: | CHECKED BY: |
|---|---|
| QVB | BTT |

DRAWING NO.: 4 OF 6

| PROJECT NO.: | DATE: |
|---|---|
| 3563933 | 12/21/23 |

© Copyright 2018, Barge Design Solutions, Inc. ALL RIGHTS RESERVED




BARGE DESIGN SOLUTIONS

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

# CONDOMINIUM PLAT

THE MAINSTEAD AT CENTURY FARMS
2141 CENTURY FARMS PKWY
32ND COUNCILMANIC DISTRICT
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

| DRAWN BY: | CHECKED BY: |
|---|---|
| QVB | BTT |

DRAWING NO.: 5 OF 6

| PROJECT NO.: | DATE: |
|---|---|
| 3563933 | 12/21/23 |

© Copyright 2018, Barge Design Solutions, Inc. ALL RIGHTS RESERVED

# EXHIBIT G

## BYLAWS

[See attached.]

# BYLAWS

# OF

# THE MAINSTEAD AT CENTURY FARMS OWNERS' ASSOCIATION, INC.

TABLE OF CONTENTS

ARTICLE 1.: DEFINITIONS 1

ARTICLE 2.: OFFICES 1
2.1 Registered Office 1
2.2 Other Offices 1

ARTICLE 3.: MEMBERS AND MEMBERSHIP PRIVILEGES 1
3.1 Membership 1

ARTICLE 4.: MEETINGS OF MEMBERS 1
4.1 Place of Meetings 1
4.2 Annual Meeting 1
4.3 Special Meeting 1
4.4 Notice 1
4.5 Quorum 1
4.6 Majority Vote; Withdrawal of Quorum 1
4.7 Method of Voting; Proxies 2
4.8 Cumulative Voting Denied 2

ARTICLE 5.: DIRECTORS 2
5.1 Management 2
5.2 Number; Qualifications 2
5.4 Place of Meetings 2
5.5 Annual Meetings 2
5.6 Regular Meetings 2
5.7 Special Meetings 2
5.8 Quorum 3
5.9 Committees 3
5.10 Procedure 3
5.11 Managing Agents 3

ARTICLE 6.: NOTICES 3
6.1 Method 3
6.2 Waiver 3

ARTICLE 7.: OFFICERS 3
7.1 Number; Titles 3
7.2 Election 3
7.3 Other Officers 3
7.4 Salaries 3
7.5 Term of Office; Removal 3
7.6 President 3
7.7 Secretary 4
7.8 Treasurer 4
7.9 Amendments to Declaration 4

ARTICLE 8.: MISCELLANEOUS PROVISIONS 4
8.1 Reserves 4
8.2 Checks 4
8.3 Fiscal Year 4
8.4 Seal 4
8.5 Indemnification 4
8.6 Inconsistencies and Compliance with Statute 4
8.7 Amendment of Bylaws 5

**8.8 Calculation of Time Periods; Business Day** 5
**8.9 Table of Contents; Headings; Interpretation** 5

## ARTICLE 1.: DEFINITIONS

The words defined in the Declaration for The Mainstead at Century Farms Condominium, dated January 4, 2024 and recorded simultaneous herewith in the Register's Office for Davidson County, Tennessee (hereinafter referred to as the "Declaration"), shall have the same meaning in these Corporate Bylaws of The Mainstead at Century Farms Owners' Association, Inc.

## ARTICLE 2.: OFFICES

**2.1 Registered Office.** The registered office of the corporation shall be at c/o Corporation Service Company, 2908 Poston Avenue, Nashville, TN 37203, and the name of the registered agent of the corporation is Corporation Service Company.

**2.2 Other Offices.** The corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors (as defined in Section 5.2) may from time to time determine or the business of the corporation may require.

## ARTICLE 3.: MEMBERS AND MEMBERSHIP PRIVILEGES

**3.1 Membership.** Each Unit Owner shall be a Member of the corporation and no other person or entity shall automatically be entitled to membership. No Member shall be required to pay any consideration whatsoever solely for his membership in the corporation.

## ARTICLE 4.: MEETINGS OF MEMBERS

**4.1 Place of Meetings.** Meetings of the Members of the corporation may be held at a place to be determined by the Board of Directors within Davidson County, Tennessee.

**4.2 Annual Meeting.** Unless otherwise specified in a written notice from the Board of Directors, an annual meeting of the Members of the corporation shall be held each year on the third Thursday of the third month following the close of the fiscal year, unless such day is not a Business Day (as defined in Section 8.8), in which event the annual meeting shall be held on the next day which is a Business Day, at 7:00 p.m. at which time the Members shall elect a Board of Directors, and shall transact such other business as may properly be brought before the meeting.

**4.3 Special Meeting.** Special meetings of the Members, for any purpose or purposes, may be called by the president, the Board of Directors, or by Members having not less than fifty-one (51.000%) percent of the votes of the Association entitled to be cast at such meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice of such meeting.

**4.4 Notice.** Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Member of the corporation entitled to vote at such meeting.

**4.5 Quorum.** The presence in person or by proxy of more than fifty (50%) percent of the votes of the Association entitled to be cast at a meeting of the Members shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, the Members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted at which might have been transacted at the meeting as originally notified.

**4.6 Majority Vote; Withdrawal of Quorum.** When a quorum is present at any meeting, the vote of the holders of more than fifty percent (50%) of the votes of the Association entitled to be cast of Members qualified to vote and present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Tennessee Condominium Act of 2008 ( T.C.A. Sections 66-27-201 – 507) (the "Act"), the Charter of the corporation, these Bylaws, or the Declaration, a different vote is required, in which case such express provision shall govern and control the decision of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

**4.7 Method of Voting; Proxies.** Each Member shall be entitled to the number of votes allocated to the Unit owned by the Member as set forth in Exhibit E to the Declaration. No Member, other than the Declarant, shall be entitled to vote at any meeting of the corporation until such Member has presented evidence of ownership of a Unit in the Condominium to the Board of Directors. The vote of each Member may only be cast by such Member or by a proxy given by such Member to his duly authorized representative bearing a date not more than eleven months prior to such meeting. Such proxy shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to a Unit shall be in the name of two or more persons as Co-owners, all of such persons shall be Members of the corporation and are referred to herein as "Joint Owners". Any one of such Joint owners may vote at any meeting of the Members of the corporation and such vote shall be binding upon such other Joint Owners who are not present at such meeting until written notice to the contrary has been received by the Board of Directors in which case the unanimous vote of all such Joint Owners (in person or by proxy) shall be required to cast their vote as Members. If two or more of such Joint Owners are present at any meeting, their unanimous action shall also be present at any meeting, their unanimous action shall also be required to cast their vote as Members of the corporation.

**4.8 Cumulative Voting Denied.** Cumulative voting for Directors shall not be permitted.

## ARTICLE 5.: DIRECTORS

**5.1 Management.** The business and affairs of the corporation shall be managed by its Board of Directors who may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, the Charter, these Bylaws, or the Declaration directed or required to be exercised or done by the Members.

**5.2 Number; Qualifications.** The affairs of the Association shall be governed by a board of directors composed of three (3) directors, with the Owners of the Residential Units by majority vote of the allocated votes of the Residential Units appointing two (2) directors to the board of directors and the Owner of the Retail Unit appointing one (1) director (the "Board of Directors"). For avoidance of doubt, the Owners of Residential Units will not have a right to vote for the director appointed by the Retail Unit, and the Owner of the Retail Unit shall not have a right to vote for any director appointed by the Residential Units. In the event that a Unit is submitted to a sub-condominium, the highest-ranking officer(s) of the sub-association created for such sub-condominium shall cast the vote of such Unit unless the sub-association determines otherwise. Each director appointed to the Board of Directors shall be deemed to have full legal authority to act on behalf of the Unit such director is representing. Every director shall hold office until his successor shall be selected.

NO DIRECTOR (INCLUDING, WITHOUT LIMITATION, ANY DIRECTOR APPOINTED BY THE DECLARANT) SHALL BE DEEMED A FIDUCIARY OF THE UNIT OWNERS AND INSTEAD EACH DIRECTOR SHALL BE REQUIRED ONLY TO EXERCISE ORDINARY AND REASONABLE CARE.

**5.3 Vacancies.** Any vacancy occurring in the Board of Directors shall be filled by the Owner of the Unit authorized to select such director. Accordingly, a vacancy in a director appointed by the Residential Units shall be filled by the Owners of the Residential Units. A vacancy in a director appointed by the Retail Unit shall be appointed by the Owner of the Retail Unit.

**5.4 Removal.** Any director may be removed from office at any time by the Owner of the Unit authorized to select such director. Accordingly, only the Owner(s) of the Residential Units may remove a director appointed by the Owner(s) of the Residential Units, and only the Owner of the Retail Unit may remove a director appointed by the Owner of the Retail Unit.

**5.5 Place of Meetings.** The Directors of the corporation shall hold their meetings, both regular and special within Davidson County, Tennessee.

**5.6 Annual Meetings.** The annual meeting of the Board of Directors shall be held without further notice immediately following the annual meeting of Members of the corporation, and at the same place, unless by unanimous consent of the Directors then elected and serving such time or place shall be changed.

**5.7 Regular Meetings.** Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board of Directors.

**5.8 Special Meetings.** Special meetings of the Board of Directors may be called by the president on a three (3) days' notice to each Director, either personally or by mail or by email; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two (2) Directors. Except as may be otherwise expressly provided by statute, the Charter, these Bylaws, or

the Declaration, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

**5.9 Quorum.** At all meetings of the Board of Directors the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors, when present at any meeting at which there is a quorum, shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

**5.9 Committees.** Committees not having and exercising the authority of the Board of Directors in the management of the affairs of the corporation may be designated and appointed by a resolution adopted by a majority of the Directors at a meeting at which a quorum is present, or by the president thereunto authorized by a like resolution of the Board of Directors. Membership on such committees may, but need not be, limited to Directors or Members of the corporation.

**5.10 Procedure.** All committees shall keep regular minutes of their proceedings and shall report the same to the Board of Directors when required.

**5.11 Managing Agents.** The Board of Directors may employ for the corporation a management agent at a compensation established by the Board of Directors and such management agent shall perform such duties and services with respect to the Condominium as the Board of Directors shall authorize, and the Board of Directors may delegate to such management agent such duties with respect to management, repair and maintenance of the Condominium which are not by statute, the Declaration, the Charter, or these Bylaws, required to be performed by or have the approval of the Board of Directors or the Members of the corporation.

## ARTICLE 6.: NOTICES

**6.1 Method.** Whenever notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such Director or Member at such address as appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given three (3) Business Days after the same shall be thus deposited in the United States mails as aforesaid.

**6.2 Waiver.** Whenever any notice is required to be given to any Member or Director of the corporation a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

## ARTICLE 7.: OFFICERS

**7.1 Number; Titles.** The officers of the corporation shall be elected by the Directors (by affirmative vote of a majority of the whole Board of Directors) from among the members of the Board of Directors and shall be a president, a secretary and a treasurer. Any two (2) or more offices may be held by the same person except the offices of president and secretary shall not be held by the same person.

**7.2 Election.** The Board of Directors at its first meeting after each annual meeting of Members shall choose a president, a secretary, and a treasurer, all of whom shall be members of the Board of Directors.

**7.3 Other Officers.** The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

**7.4 Salaries.** The salaries of all officers of the corporation, if any, shall be fixed by the Board of Directors.

**7.5 Term of Office; Removal.** Each officer of the corporation shall hold office until the annual meeting of the Board of Directors in which his successor is appointed in his stead or until his death or until his resignation from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer become vacant for any reason, the vacancy may be filled by the Board of Directors.

**7.6 President.** The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the Members and the Board of Directors, shall have general and active

management of the affairs of the corporation, shall see that all orders and resolutions of the Board of Directors are carried into effect, and shall perform such other duties as the Board of Directors shall prescribe. The initial president shall be Marie Thomas.

**7.7 Secretary.** The secretary shall attend all sessions of the Board of Directors and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. The secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be. The initial Secretary shall be Mark McDonald.

**7.8 Treasurer.** The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, the treasurer shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of treasurer and for the restoration to the corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation. The initial Treasurer shall be Greg Kotarba.

**7.9 Amendments to Declaration.** All amendments to the Declaration may be prepared by either the President or the Secretary, shall be executed by the President and certified by the Secretary, and may be recorded by either of such officers.

## ARTICLE 8.: MISCELLANEOUS PROVISIONS

**8.1 Reserves.** In addition to reserves required by the Declaration, there may be created by resolution of the Board of Directors such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or maintain any portion of Condominium, or for such other purposes as the Directors shall think beneficial to the corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

**8.2 Checks.** All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

**8.3 Fiscal Year.** The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

**8.4 Seal.** The corporate seal, if any, shall be in such form as may be determined by the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

**8.5 Indemnification.** The corporation shall indemnify any Director, officer, or employee, or former Director, officer, or employee of the corporation, against expenses actually and necessarily incurred by him, and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer, or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The corporation may also reimburse to any Directors, officer or employee the reasonable costs of settlement of any such action, suit or proceedings, if it shall be found by a majority of a committee of the Directors not involved in the matter of controversy, whether or not a quorum, that it was to the interests of the corporation that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled by law or under bylaw, agreement, vote of Members or otherwise.

**8.6 Inconsistencies and Compliance with Statute.** In the event these Bylaws shall be inconsistent with the Declaration, then the Declaration shall be controlling. These Bylaws are intended to comply with the requirements of the Tennessee Condominium Act of 2008, Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time. In case any of these Bylaws conflict

with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

**8.7 Amendment of Bylaws.** These bylaws may not be altered, amended or repealed except by the affirmative vote of more than fifty percent of those votes entitled to be cast by Members qualified to vote. Notwithstanding the foregoing, no amendment to the By-Laws shall change the right of the Retail Unit Owner or the Residential Unit Owners to appoint directors as provided in Article V, Section 5.2 of the Bylaws without the consent of such Unit Owners.

**8.8 Calculation of Time Periods; Business Day.** Unless otherwise specified in these Bylaws, in computing any period of time described in these Bylaws, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the next day which is a Business Day. The term "Business Day" means any day other than Saturday or Sunday or legal holiday in the State of Tennessee.

**8.9 Table of Contents; Headings; Interpretation.** The table of contents and headings used in these bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation. The singular of any word includes the plural and the plural includes the singular. The use of any gender includes all genders.

# EXHIBIT H

## CHARTER

[See attached.]

Tre Hargett
Secretary of State

Karen Johnson Davidson County
Batch# 1084938 CHARTER
12/21/2023 02:55:30 PM 6 pgs
Fees: $7.50 Taxes: $0.00
20231221-0098596

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

The Mainstead at Century Farms Owners' Association, Inc.
2141 CENTURY FARMS PARKWAY
ANTIOCH, TN 37013

December 21, 2023

## Filing Acknowledgment

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

| | | | |
|---|---|---|---|
| **SOS Control # :** | **001494870** | Formation Locale: | TENNESSEE |
| Filing Type: | Nonprofit Corporation - Domestic | Date Formed: | 12/21/2023 |
| Filing Date: | 12/21/2023 2:00 PM | Fiscal Year Close: | 12 |
| Status: | Active | Annual Report Due: | 04/01/2025 |
| Duration Term: | Perpetual | Image # : | B1471-1709 |
| Public/Mutual Benefit: | Mutual | | |
| Business County: | DAVIDSON COUNTY | | |

**Document Receipt**

| | | |
|---|---|---|
| Receipt # : 008518235 | Filing Fee: | $100.00 |
| Payment-Check/MO - SHERRARD ROE VOIGT & HARBISON PLC, NASHVILLE, TN | | $100.00 |

**Registered Agent Address:**
CORPORATION SERVICE COMPANY
2908 POSTON AVE
NASHVILLE, TN 37203-1312

**Principal Address:**
2141 CENTURY FARMS PARKWAY
ANTIOCH, TN 37013

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

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

Tre Hargett
Secretary of State

Processed By: Nichole Hambrick

B1471-1709 12/21/2023 2:00 PM Received by Tennessee Secretary of State Tre Hargett

FILED

# CHARTER

# OF

# THE MAINSTEAD AT CENTURY FARMS OWNERS' ASSOCIATION, INC.

Pursuant to the provisions of Section 48-52-101 of the Tennessee Non-Profit Corporation Act, as amended, the undersigned Incorporator delivers the following Charter for filing with the Secretary of State:

## ARTICLE I.

The name of the corporation is The Mainstead at Century Farms Owners' Association, Inc.

## ARTICLE II.

The corporation is a mutual benefit corporation and is not organized for profit.

## ARTICLE III.

The address of the principal office of the corporation in the State of Tennessee is 2141 Century Farms Parkway, Antioch, TN 37013. The Corporation's business email shall be Mainstead.CondoAssoc@oxford-properties.com.

## ARTICLE IV.

The address of the registered office of the corporation shall be c/o Corporation Service Company, 2908 Poston Avenue, Nashville, Davidson County, TN 37203. The registered agent at that office shall be Corporation Service Company.

## ARTICLE V.

The purposes for which the corporation is organized are:

(a) In way of explanation and not of limitation, the purposes for which it is formed are:

(i) to be and constitute the Association to which reference is made in the Declaration of The Mainstead at Century Farms Condominium ("Declaration"), recorded or to be recorded in the Register's Office of Davidson County, Tennessee, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the Bylaws of the Association ("Bylaws") and as provided by law; and

(ii) to provide an entity for the furtherance of the interests of the Owners of the Units (as all such capitalized terms used herein are defined in the Declaration).

(b) In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or Bylaws, may be exercised by the Board of Directors (as defined below):

(i) all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Tennessee in effect from time to time;

(ii) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws, or the Declaration.

ARTICLE VI.

The corporation is to have members, and each Owner in the Condominium, as that term is defined in the Declaration, shall be a Member of the corporation and no other person or entity shall be entitled to membership. No Owner shall be required to pay any consideration whatsoever solely for his membership in the corporation.

ARTICLE VII.

(a) The share of an Owner in the funds and assets of the corporation cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit.

(b) Each Owner shall be entitled to a vote as set forth in the Declaration.

(c) Each Owner shall be entitled to the number of votes set forth in the Declaration as allocated to the Unit owned by the Owner. No Owner, other than the Declarant, shall be entitled to vote at any meeting of the corporation until such Owner has presented evidence of ownership of a Unit in the Condominium to the Board of Directors. The vote of each Owner may only be cast by such Owner or by a proxy given by such Owner to his duly authorized representative bearing a date not more than eleven months prior to such meeting. Such proxy shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to a Unit shall be in the name of two or more persons as Co-owners, all of such persons shall be Members of the corporation and are referred to herein as "Joint Owners". Any one of such Joint Owners may vote at any meeting of the Members of the corporation and such vote shall be binding upon such other Joint Owners who are not present at such meeting until written notice to the contrary has been received by the Board of Directors in which case the unanimous vote of all such Joint Owners (in person or by proxy) shall be required to cast their vote as Members. If two or more of such Joint Owners are present at any meeting, their unanimous action shall also be present at any meeting, their unanimous action shall also be required to cast their vote as Members of the corporation.

(d) An Owner of a Unit in default with respect to any provision of the Declaration shall not be entitled to vote at any meeting of the corporation so long as such default is in existence.

ARTICLE VIII.

(a) The affairs of the Association shall be governed by a board of directors composed of three (3) directors, with the Owners of the Residential Units by majority vote of the allocated votes of the Residential Units appointing two (2) directors to the board of directors and the Owner of the Retail Unit appointing one (1) director (the "Board of Directors"). For avoidance

B1471-1710 12/21/2023 2:00 PM Received by Tennessee Secretary of State Tre Hargett

of doubt, the Owners of Residential Units will not have a right to vote for the director appointed by the Owner of the Retail Unit, and the Owner of the Retail Unit shall not have a right to vote for any director appointed by the Owners of the Residential Units. In the event that a Unit is submitted to a sub-condominium, the highest-ranking officer(s) of the sub-association created for such sub-condominium shall cast the vote of such Unit unless the sub-association determines otherwise. Each director appointed to the Board of Directors shall be deemed to have full legal authority to act on behalf of the Unit such director is representing.

(b) Directors may take any action which they are required or permitted to take without a meeting on written consent, setting forth the action so taken, signed by all of the directors entitled to vote thereon.

(c) The initial Board of Directors shall be composed of the following individuals:

Greg Kotarba, appointed by Owner of Residential Units
Marie Thomas, appointed by Owner of Residential Units
Mark McDonald, appointed by Owner of Retail Unit

ARTICLE IX.

Upon the dissolution of the corporation, all assets of the corporation shall be distributed to the Members in the same manner as provided in the Declaration or as otherwise provided under Section 66-27-318 of the Tennessee Condominium Act of 2008 for the distribution of property subject thereto upon termination of the Condominium, to the extent that such dissolution is not inconsistent with the provisions of the Tennessee Non-profit Corporation Act.

ARTICLE X.

No provision of this Charter shall be amended or modified unless Unit Owners with sixty-eight percent (68%) or more of the total allocated votes of the Association consent to such change.

ARTICLE XI.

The complete name and address of the Incorporator is as follows:

Scott W. Fielding, Esq.
Sherrard Roe Voigt & Harbison, PLC
150 3rd Ave. S., Suite 1100
Nashville, TN 37201

*(Remainder of page intentionally left blank)*



B1771-1711 12/21/2023 2:00 PM Received by Tennessee Secretary of State Fee Exempt

IN WITNESS WHEREOF, the undersigned, having capacity to contract and acting as the Incorporator under the Tennessee Non-Profit Corporation Act, submits the foregoing Charter for The Mainstead at Century Farms Owners' Association, Inc.

Dated this 21st day of December, 2023.

Scott W. Fielding, Incorporator

B1471-1712 12/21/2023 2:56 PM Received by Tennessee Secretary Of State Tre Hargett

Certificate of Authenticity

I, Terrie A. Carlton, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on December 21, 2023.

Terrie A. Carlton

Terrie A. Carlton

Date: December 21, 2023

State of Tennessee

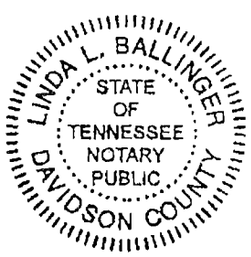
County of Davidson

Sworn to and subscribed before me this 21st day of December, 2023.

Notary's Signature

My Commission Expires: 07-09-24
Date

Notary's Seal (if on paper)




NOTARY PUBLIC
Linda L. Ballinger
My Commission Expires
July 9, 2024
STATE OF TENNESSEE

992186.1 02708-001

## SCHEDULE 7.7(d)

## INSURANCE REQUIREMENTS FOR RETAIL UNIT TENANTS

Commercial General Liability insurance written on Insurance Services Office (ISO) form CG 00 01, or its equivalent with limits of not less than $1,000,000 per occurrence, $2,000,000 general aggregate per location, $1,000,000 personal injury and advertising injury, $2,000,000 product and completed operations aggregate, $100,000 damage to premises rented to you and $5,000 medical payments limit.

Property Insurance covering all leasehold and Tenant's Property in the amount of the full insurable replacement cost written on ISO Causes of Loss Special Form (formerly "all risk") and including earthquake and flood causes of loss covering

Business Income Insurance written on an actual loss sustained basis or its equivalent or with sufficient limits to address reasonably anticipated business interruptions losses. The period of restoration shall be a minimum of 12 months.

Business Automobile Liability covering all owned, hired and non-owned vehicles owned or operated by Tenant or on Tenant's behalf and providing a minimum combined single limit of $1,000,000 per occurrence or its equivalent.

Workers' Compensation Insurance as required by the state in which the Premises is located and in amounts as required by the applicable state statute.

Employer's Liability Insurance with limits of not less than $500,000 per occurrence.

Umbrella or Excess Liability Insurance written on following form basis and including limits excess of the Commercial General Liability, Business Automobile Liability and Employer's Liability. Limits for Umbrella or Excess Liability shall not be less than $3,000,000 for Tenants that do not sell, serve or distribute liquor; or $5,000,000 for Tenants that do sell, serve or distribute liquor.

Liquor Liability Insurance with limits of not less than $2,000,000 per occurrence, if the sale of alcohol is permitted on the Premises.

Environmental or Pollution Liability with limits of $1,000,000 per claim, if Tenant utilizes pollutants in their business operations.

Any company underwriting any of Tenant's Insurance shall have, according to A.M. Best Insurance Guide, a Best's rating of not less than A- and a Financial Size Category of not less than VIII. All commercial general liability, business automobile liability and umbrella liability insurance policies shall name the Retail Unit Owner (or any successor), the Residential Unit-1 Owner (or any successor), the Association, the Association's property manager (if any), the Retail Unit Owner's lender (if any), and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of the applicable Retail Unit Owner as the interest of such designees shall appear, as "additional insureds" and shall be primary with the Retail Unit Owner, and the Association's policies being secondary and noncontributory. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give the Retail Unit Owner, the Association, the Residential Unit Owners and their designees at least 30 days' advance written notice of any change, cancellation, termination or lapse of insurance, except 10 days advanced written notice of cancellation for nonpayment of premium. Tenant shall provide the applicable Retail Unit Owner with a certificate of insurance and all required endorsements evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided access to the Premises for any reason, and upon renewals at least 10 days prior to the expiration of the insurance coverage. All of Tenant's Insurance policies, endorsements and certificates will be on forms and with deductibles and self-insured retention, if any, reasonably acceptable to the Retail Unit Owner.

Tenants of the Retail Unit shall waive, and shall cause their insurance carrier(s) and any other party claiming through or under such carrier(s), by way of subrogation or otherwise, to waive any and all rights of recovery, claims, action or causes of action against the Unit Owners and/or The Mainstead at Century Farms Owners' Association, Inc. (the "Association") for any loss, theft or damage to Tenant's property (including Tenant's automobiles or the contents thereof), including all rights (by way of subrogation or otherwise) of recovery, claims, actions or causes of action

arising out of the negligence of the Unit Owners, the Association or their respective agents, employees, contractors, directors, officers or members, which loss or damage is (or would have been, had the insurance required by this Declaration been maintained) covered by special form property insurance.

Tenants of the Retail Unit shall require that any contractor hired by the Tenant to perform work on the Property carry insurance adequate for the work being performed at the Property and such policies shall list the Association as an additional insured.