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MASTER DEED AND DECLARATION ESTABLISHING 3133 LONG BLVD LOFTS A CONDOMINIUM

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MASTER DEED AND DECLARATION ESTABLISHING
3133 LONG BLVD LOFTS, A CONDOMINIUM

THIS MASTER DEED AND DECLARATION ESTABLISHING 3133 LONG BLVD LOFTS (the "Declaration") is made as of the _____ day of _____, 2025, by ARNOLD HOMES LLC, a Tennessee limited liability company, (hereinafter referred to as "Developer,") for itself, its successors, grantees, and assigns.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP.

(a) Condominium Form of Ownership. Developer hereby submits the land hereinafter described in Exhibit A. and the improvements constructed thereon, to the condominium form of ownership and use, in the manner provided under the provisions of Tennessee Code Annotated §66-27-201, *et seq.*, as amended, known as the 'Tennessee Condominium Act of 2008."

(b) Name. The name by which this condominium is to be identified is "3133 Long Blvd Lofts, a Condominium", hereinafter called the "Condominium."

(c) Address. The address of the Condominium is 3133 Long Blvd, Nashville, TN, 37203.

(d) Legal Description of Property. The land, which is hereby submitted to the condominium form of ownership, is fully described in Exhibit A hereto, which, by reference, is made a part hereof as fully as if copied herein. This land, as more particularly described in Exhibit A, shall hereafter be referred to as the "Land", and is located entirely in Davidson County, Tennessee.

(e) Establishment of Condominium Regime. It is the intent and desire of Developer to establish a Condominium regime, consisting of residential Units (as defined in Paragraph 3 below). The proposed Condominium project consists of the construction and development of one (1) buildings and related Common Elements (as defined in Paragraph 3 below) on the Land with five (5) residential Units located in said building. The description and identification of the Units, as well as the Common Elements related thereto are shown on the plat and legend thereto, both of which are attached hereto as Exhibit D (the "Plat Exhibit").

2. GOVERNANCE AND CONFLICTS. To the extent that any provision of the Documents conflicts with the provisions of this Declaration, as amended, the provisions of this Declaration shall control, except to the extent this Declaration may be inconsistent with the Act.

3. DEFINITIONS.

The terms used herein and in the Bylaws, which are attached hereto as Exhibit C shall have the following meanings:

(a) Assessment. Assessment shall mean a share of the funds required for the payment of Common Expenses and charges which from time to time may be assessed against each Unit Owner by the Association.

(b) Association. Association shall mean 3133 LONG BLVD LOFTS CONDOMINIUM ASSOCIATION, INC., a Tennessee not-for-profit corporation, the entity responsible for the operation of the Condominium, and its successors. Copies of the Charter and Bylaws of the Association are attached hereto, and made a part hereof as Exhibit B and Exhibit C respectively.

(c) Board. Board shall mean the body responsible for management and operation of the Association, comprised of the Directors of such Association.

(d) Common Elements. Common Elements shall mean all of the real property, improvements, and facilities of the Condominium, other than the Units (as the same are hereinafter defined) which shall include, but not be limited to, the following:

(i) Land;
(ii) All foundations, exterior walls, bearing walls, roofs, columns, girders, beams and supports;
(iii) All gardens, plants, trees, yards and landscaping;

(iv) All paving, driveway areas, limited access gated entry system, parking areas, including parking spaces assigned or to be assigned to the Units as Limited Common Elements, lighting for said parking areas, and all other lighting or fixtures in or on any Common Element with respect to the Land;

(v) All balconies, terraces, corridors, breezeways, hallways, lobby, sidewalks, loading docks, fitness centers, clubhouse, entrance areas, stairs and stairwells, mail room and/or central mail boxes, storage units, including storage units assigned or to be assigned to the Units as Limited Common Elements, elevators, elevator shafts, elevator lobbies, and all fixtures located therein;

(vi) The dumpster(s), trash compactor(s), trash room, and the like;

(vii) The electrical rooms, main communications room for security or otherwise, mechanical rooms, maintenance room, control room, water meter room, and all fixtures located in any such rooms;

(viii) All pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within one Unit and serving only such Unit);

(ix) All personal property held and maintained for the joint use and enjoyment of all the Unit Owners, all assignable leases of personal property, including but not limited to laundry equipment, and all assignable service contracts pertaining to the maintenance of the Common Elements;

(x) All other elements and improvements of the Land rationally of common use or necessary to the existence, upkeep and safety of the Condominium established by this Declaration; and

(xi) Other space designed to serve the Condominium as a whole.

(e) Common Expenses. Common Expenses shall mean the following:

(i) Expenses of administration of the Condominium and the operations of the Association;

(ii) Expenses of maintenance, operation, repair, or replacement of the Common Elements and Limited Common Elements;

(iii) Expense of Utility Services;

(iv) Expenses declared Common Expenses by provisions of this Declaration or by the Bylaws; and

(v) Any valid charge against the Condominium as a whole.

(f) Act. Act shall mean the Tennessee Condominium Act of 2008, as codified under Tenn. Code Ann. §§ 66-27-201 *et seq.*, as the same may be amended from time to time.

(g) Development Rights. Development Rights shall mean any right(s) of Developer under this Declaration to (i) create Units, Common Elements, or Limited Common Elements; or (ii) subdivide Units or convert Units into Common Elements or Limited Common Elements.

(h) Developer. Developer shall mean ARNOLD HOMES LLC, a Tennessee limited liability company, its successors and assigns, provided such successors and assigns are designated in writing by Developer as a successor or assignee of the rights of Developer set forth herein.

(i) Developer Control Period. "Developer Control Period" shall mean the period prior to the earlier of: (i) one hundred twenty (120) days following the date on which one hundred percent (100%) of the Units with respect to the Condominium have been conveyed to Unit Owners other than the Developer, or (ii) five (5) years after the date on which the first Unit has been conveyed to a Unit Owner other than the Developer.

(j) Documents. Documents shall mean the Declaration establishing the Condominium, any exhibits or supplements thereto, including the Bylaws and Plat Exhibit, as well as the rules and regulations adopted by the Association, all of which as may be amended and/or supplemented from time to time.

(k) Eligible Mortgage Holder. Eligible Mortgage Holder means the holder, insurer or guarantor of a first deed of trust on a Unit that has been duly recorded in the Register of Deeds Office for Davidson County, Tennessee, which has submitted a written request to the Association for notice with respect to any action that, pursuant to the terms of this Declaration, requires the consent of a specified percentage of Eligible Mortgage Holders, and provides to the Association in such notice its name and address, and the Unit number or address of the Unit on which the Eligible Mortgage Holder holds, insures or guarantees the first mortgage.

(l) Limited Common Elements. Limited Common Elements shall mean a portion of the Common Elements allocated by this Declaration for the exclusive use of one or more but fewer than all the Units. The Limited Common Elements shall include among any other property so designated, any

balconies, patios or terraces immediately accessible from the applicable Unit, any designated parking spaces assigned to the applicable Unit, any storage units assigned to the applicable Unit, and the chutes, flues, wires, conduit, bearing walls, bearing columns, or any other fixture serving or located within only one particular Unit. Additional Limited Common Elements shall be the hallways on the residential floors, which shall be appurtenant to the Units which the hallways serve and the elevators. Should any Limited Common Element ever be determined not to be a Limited Common Element under the Act, the same shall be part of the Common Elements with an exclusive easement of use appurtenant to the Unit to which it was originally assigned as a Limited Common Element. The allocation of Limited Common Elements set forth in this Declaration shall not be altered without the consent of the Unit Owner(s) to which such Limited Common Element(s) are appurtenant. Reallocation of the Limited Common Elements may be effected only by a written instrument executed by the applicable Unit Owner(s) and the Association, which instrument shall be recorded in the Register's Office for Davidson County, Tennessee. Notwithstanding the foregoing, parking spaces and storage spaces not specifically assigned to a Unit on the Plat Exhibit may be allocated by conveyance by Developer.

(m) Mortgage. Mortgage shall mean an interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a first lien interest created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation with respect to one or more Units.

(n) Mortgagee. Mortgagee shall mean any Person that is an institutional lender and that holds a bona fide first Mortgage encumbering a Unit, which has notified the Association, in writing, of its name and address, and that it holds a first Mortgage. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

(o) Parcel or Parcels. Parcel or Parcels shall mean any one or more tracts of real estate which the Developer adds to the Condominium pursuant to Paragraph 1 hereof.

(p) Person. Person shall mean an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

(q) Special Declarant Rights. Special Declarant Rights shall mean Developer's right(s) to (i) exercise any Developer Rights; and (ii) exercise any other rights reserved to the Developer in this Declaration.

(r) Unit. Unit, which may include any Commercial Unit, shall mean the fee simple estate, as such area is identified, located and described on the Plat Exhibit and as hereinafter set forth.

(i) The boundaries of each Unit shall be as follows:

1. The upper boundary shall be its highest ceiling,

2. The lower boundary shall be the upper unfinished surface of its floor (i.e., that surface directly beneath the carpeting or other floor covering),

3. The vertical boundaries (measuring the horizontal area of a Unit) shall be the perimeter walls.

(ii) Notwithstanding the definition of the boundaries of a Unit contained in subparagraph (i) above, in order to more precisely define the boundaries of a Unit, the following shall govern in determining if an item is part of the Unit, a Limited Common Element, or a portion of the Common Elements:

1. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, carpet, finished flooring and any other materials constituting any part of the finished surfaces of the upper, lower and vertical boundaries, excluding windows, as part of the Unit, and all other portions of the walls, floors, or ceilings constituting part of such boundaries are a part of the Common Elements.

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

thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

3. Subject to the provisions of the immediately preceding subparagraph 2, all spaces, interior partitions, or other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

4. All air conditioning and heating equipment, patios, terraces, balconies, exterior doors, windows, storm windows and screens, and all other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit. In the event there is any question as to the allocation of any Limited Common Element, Developer retains the right to make such designation for a term of three (3) years or until Developer assigns such right to the Association, whichever event first occurs.

(s) Unit Owner. Unit Owner shall mean the Developer or other Person or Persons holding title in fee simple to a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Developer is the initial owner of any Unit created by this Declaration.

(t) Utility Services. Utility Services shall include, but not be limited to, water, water heating, sewer, garbage collection, gas and electricity required to operate the lights and other elements deemed to be Common Elements by this Declaration and other utility services provided the Condominium as a whole.

4. EASEMENTS AND RESTRICTIONS. The Units, Common Elements and Limited Common Elements shall be, and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established in the Documents governing the use of said Units, Common Elements and Limited Common Elements in setting forth the obligations and responsibilities incident to ownership of each Unit and its appurtenant undivided interest in the Common Elements. Said Unit, Common Elements and Limited Common Elements are further declared to be subject to the restrictions, easements, conditions and limitations now of record affecting the Land. Additional easements established hereunder include the following:

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

(b) Utility Equipment. There may be utility equipment which is appurtenant to the Units, but which is located on the Common Elements. An easement is hereby reserved in favor of each Unit for the purpose of placement, maintenance, repair and replacement of said utility equipment by Developer and the Unit Owner(s) of the Unit; provided that no utility equipment shall be placed on any part of the Common Elements or Limited Common Elements other than the present location unless the written approval of the Association shall have been first obtained.

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

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

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

Elements or Limited Common Elements upon any Unit, or encroachment of any Unit upon any other Units, Common Elements or Limited Common Elements resulting from such construction, reconstruction or repair shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the encroaching improvements shall stand.

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

(g) Easement for Use of Limited Common Elements. Each Unit Owner shall have an easement for the repair, maintenance and upkeep of the Limited Common Elements with respect to said Unit Owner's Unit and for ingress and egress to and from the said Limited Common Elements for so long as said Limited Common Elements exist. The aforesaid easement shall be for the benefit of each Unit Owner to which the Limited Common Element is appurtenant.

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

(i) Developer Easement. Developer shall have an easement through the Common Elements as may be reasonably necessary for discharging its obligations under this Declaration and/or exercising any of the Special Declarant Rights.

5. COMMON ELEMENTS AND COMMON EXPENSE LIABILITY.

(a) Each Unit Owner shall be liable for payment of the percentage of Common Expenses equal to the percentage of said Unit Owner's ownership interest in the Common Elements, which is calculated based on a fraction, the numerator of which is the square footage of each Unit, and the denominator of which is the aggregate square footage of all Units combined. Notwithstanding the foregoing, the Common Expenses incurred with respect to a Limited Common Element shall be paid by the Unit Owners of the Unit or Units to which such Limited Common Element was assigned at the time the expense was incurred as provided in Paragraph 8 of this Declaration. The ownership of the Common Elements with respect to each Unit is shown on Exhibit E to this Declaration.

(b) Any conveyance of an individual Unit shall be deemed to also convey the percentage of the Unit Owner's ownership interest in the Common Elements and Limited Common Elements appurtenant to such Unit even if such conveyance does not specifically refer to such interests. A conveyance, encumbrance, partition, judicial sale, or other transfer (voluntary or involuntary) of an ownership interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred.

(c) The Association is hereby granted permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes necessary for the proper operation of the Condominium, including, without limitation, those easements set forth above in Paragraph 4 of this Declaration.

6. MAINTENANCE AND ALTERATION OF UNITS. The Association shall maintain, repair and replace the following with respect to Units:

(a) Any portions of a Unit which contribute to the structural support thereof, which portions shall include, but not be limited to, bearing columns and bearing walls;

(b) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services which are contained in the portions of a Unit maintained by the Association, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained.

(c) The Association is hereby granted all necessary easements of access for maintenance and repair of Units. Said easement of access shall specifically include the right to repair or maintain exposed ducts or piping transversing a given Unit but not serving said Unit. All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

(d) The responsibilities of the Unit Owner with respect to maintenance of its Unit shall be:

(i) To clean, maintain, repair, and replace at its expense all portions of its Unit (except the portions to be cleaned, maintained, repaired and replaced by the Association) including, but not limited to, all built-in features, carpets, wall furnishings, all appliances, pipes, plumbing, fixtures, wires and conduits serving only its Unit;

(ii) Not to make any changes, decorations or alterations of its Unit or any Limited Common Element allocated to its Unit that would (A) affect the exterior appearance of any portion of the Unit, except a patio, balcony, or terrace door which may be decorated by the Unit Owner pursuant to rules and regulations adopted by the Association; or (B) impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium, including exposed ducts or pipes transversing the interior of a Unit but servicing another Unit. Unit Owners shall not decorate the glass windows of their Units or otherwise change the appearance of the windows as viewed from the exterior of the Unit, except for drapes, curtains, or window treatments which must comply with the rules and regulations adopted by the Association;

(iii) To maintain the upper surface of any patio, terrace, or balcony allocated to the Unit Owner and to keep the entire patio, terrace, or balcony in an orderly and clean condition;

(iv) To promptly report in writing to the Association any defect or need for repairs, the responsibility for which is that of the Association; and

(v) To comply with the requirements set forth in Paragraph 15 of this Declaration with respect to the removal or reconstruction of partition walls between adjacent Units to be used or previously used as a single Unit.

(e) An easement is granted to each Unit Owner for the maintenance, repair and replacement of those items to be maintained by it which may be located outside its Unit.

(f) Except as reserved herein to the Developer, neither a Unit Owner nor the Association shall make any alteration in the portions of a Unit or the Condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the Condominium, or impair any easement, without first obtaining approval in writing of the owners of all Units in which such work is to be done, and the written approval of the Board of the Association. A copy of plans for all such work prepared by an architect, licensed to practice in the State of Tennessee, shall be filed with the Association prior to the start of the work, unless such requirement is waived in writing by the Board of the Association. The time of performance of such work must be approved, in advance, by the Board of the Association, or its agent.

(g) If a Unit Owner fails to maintain and repair its Unit or any Limited Common Element allocated to such Unit as required herein, the Association may perform such maintenance or repair and assess the Unit Owner for all expenses incurred, together with up to a twenty-percent (20%) service charge for the Association's services.

7. MAINTENANCE AND ALTERATIONS OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

(a) The maintenance, operation and repair of the Common Elements and Limited Common Elements shall be the responsibility and the expense of the Association, except as follows:

(i) Each Unit Owner shall have the responsibility of maintaining and repairing all air conditioning and heating equipment serving its Unit, whether such equipment is located inside or outside the boundaries of the Unit, and

(ii) Unit Owners with patios, terraces, or balconies shall maintain such Limited Common Elements in an orderly and clean condition and shall not install objects or permanent fixtures that exceed the load capacity for such patios, terraces or balconies. Each Unit Owner shall maintain each door providing access to its patio, terrace, or balcony.

(b) Except as reserved herein by Developer or as authorized by the Association or under the Bylaws, no Unit Owner shall alter the Common Elements. With respect to an alteration of the Common Elements authorized by the Association or under the Bylaws, the shares of any cost of such alteration or improvement shall be assessed to the Unit Owners in accordance with their interest in the Common Elements. There shall be no change in the shares and rights of a Unit Owner in the Common Elements which are altered or further improved.

8. ASSESSMENTS.

(a) Assessments against Unit Owners for Common Expenses shall be made pursuant to the Bylaws and shall be allocated as set forth in Paragraph 5 of this Declaration, except any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed in equal shares against the Units to which that Limited Common Element was assigned at the time the expense was incurred.

(b) Assessments, and installments thereon, paid on or before fifteen (15) days after the date when due shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at an interest rate determined by the Board, but not to exceed the maximum rate allowed under applicable laws, and shall be subject to a ten percent (10%) late charge per month with respect to the monthly assessment amount for such Unit, or such other late charge amount as may be adopted by the Association. Unpaid Assessments shall be a lien upon the Unit(s) to which they pertain. All payments upon account shall be first applied to late charges, then interest and then to the assessment payment first due.

(c) The lien for unpaid assessments provided by the Act and this Declaration shall also accrue reasonable attorneys' fees and all costs of collection and/or enforcement incurred by the Association incident to the collection of such assessment or enforcement of such lien.

(d) In any foreclosure of a lien for assessments, the Unit Owner of the Unit subject to the lien shall be required to pay a reasonable rental amount for the Unit after foreclosure proceedings are commenced, and the Association shall be entitled to the appointment of a receiver for the collection of such rental sums.

(e) The Unit Owner and its grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the rights of the grantees to recover from the grantor the amounts paid by the grantee for delinquent assessments. Such liability may not be avoided by a waiver of the use of any Common Element or by the abandonment of the Unit. The Association shall have the right to sue for and collect any such unpaid assessments, to foreclose upon the lien securing the assessments or to institute any other competent proceeding. In any event, the Association shall be entitled to recover all delinquent payments, together with late charges, interest, and all costs of collection and/or enforcement, including reasonable attorneys' fees.

(f) A purchaser of a Unit at a foreclosure sale conducted pursuant to a first mortgage shall be liable only for assessments coming due after the date such sale is held and for the pro rata portion of the assessment due for the month in which such sale is held.

(g) Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element may be assessed against the Units to which that Limited Common Element is assigned, equally, or in any other reasonable proportion designated by the Board.

(h) Any Common Expense or portion thereof benefiting fewer than all Units may be assessed exclusively against the Units benefitted.

(i) The cost of insurance may be assessed in proportion to risk, and costs of utilities may be assessed in proportion to usage. Any assessment made pursuant to this provision shall be in the reasonable discretion of the Board.

(j) If any Common Expense is caused by the misconduct of any Unit Owner, the Association may assess that expense exclusively against that owner's Unit.

(k) If Common Expenses are reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

(l) The Board shall have the power at any time to levy assessments to preserve the physical integrity of the Condominium or to comply with governmental requirements applicable to the Condominium. Such assessments may be in the form of a single assessment or an assessment for reserves to be paid in such installments as shall be determined by the Board.

9. POWER OF SALE TO ENFORCE ASSESSMENT LIEN.

(a) For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Elements and the Limited Common Elements, the assumption of the obligations of Unit Owners set forth in this Declaration by grantees as required hereunder, the receipt of which is hereby

acknowledged, and to secure the payment of Assessments, interest, late charges and attorneys' fees as provided herein (hereinafter collectively referred to as the "Secured Charges"), a lien is expressly retained in favor of the Association on each and every Unit Owner's Unit and pro rata interest in the Common Elements.

(b) For the purpose of better and more effectually securing the Secured Charges, rendering unnecessary court proceedings for the enforcement of said lien in the event of the proceedings for the enforcement of said lien in the event of the nonpayment of the Secured Charges, and for the consideration of One Dollar ($1.00) paid in cash, receipt of which is acknowledged, the Unit Owners, their respective heirs, successors, administrators, and assigns (hereinafter sometimes referred to, collectively, as "Trustors" and individually as 'Trustor") hereby transfer and convey unto Paul Hinman, Trustee, of Davidson County, Tennessee, his successors and assigns, their respective Units with the appurtenances, estates, titles and interests thereto belonging, upon the uses and trusts set forth in this Paragraph 9.

(c) Each Trustor agrees (i) to pay the Secured Charges attributable to its Unit when due, as provided in this Declaration; (ii) to pay, discharge, or remove, any and all liens (except a first mortgage or deed of trust) which may be hereafter placed against its Unit and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; (iii) to comply with all of the terms and conditions of the Documents; and (iv) to pay upon demand of Trustee or the Association, all the costs and expenses, together with reasonable attorneys' fees, of any court appearance or other proceedings required by Trustee, his successors or the Association to enforce any provision of the Documents. If any Trustor fails to do any of these things, then Trustee or the Association may do any or all of those things, and the amounts so paid shall bear interest at the highest rate allowed under applicable law in effect from time to time from the date of payment and shall become a part of the Secured Charges secured hereby.

(d) If a Trustor shall pay the Secured Charges when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Unit. If the Secured Charges with respect to any Unit are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the Trustee, or his successor in trust, is hereby authorized and empowered, upon notice of its action to the Unit Owner and all lien holders of record for the applicable Unit, and upon giving twenty (20) days notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said Unit at the front door of the courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dower and all exemptions of every kind, all of which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any time after default in the payment of any of the Secured Charges, enter and take possession of the Unit, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

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

(ii) Second, to the payment of all taxes which are due but unpaid with respect to such Unit;

(iii) Third, to the payment of all unpaid Secured Charges with respect to such Unit;

(iv) Fourth, the residue, if any, will be paid to the Unit Owner of such Unit, its order, representatives or assigns;

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

10. RIGHTS OF MORTGAGEES IN RELATION TO ASSESSMENTS.

(a) The liens as herein set out for the enforcement of assessments shall in all respects be subordinate to (i) any Mortgage held by a Mortgagee with respect to a Unit(s), except that such lien for assessments primes the lien of any Mortgagee for up to six (6) months worth of assessments, but not to exceed one percent (1%) of the maximum principal indebtedness of a lien secured by the first mortgage

or deed of trust; (ii) any liens or encumbrances recorded before the date of recording of this Declaration; and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit.

(b) A Mortgagee, upon request, shall be notified by the Association in writing of any default by the Mortgagor of a Unit in the performance of such Mortgagor's obligations under the Documents which is not cured within sixty (60) days.

(c) A Mortgagee who obtains title to a Unit by reason of foreclosure of a mortgage covering a Unit, or by a deed in lieu of foreclosure, shall take the Unit free of any claims for unpaid assessments or charges against the Unit which accrue prior to the time such Mortgagee takes title to the Unit except those charges, assessments or related expenses authorized under The Act, secured by the associations lien pursuant to The Act. The preceding sentence shall not be construed to prevent the Association from filing liens for such assessments and enforcing them against the prior Unit Owner as provided by law.

11. ASSOCIATION.

(a) Operation. The operation of the Condominium shall be by the Association, which shall be organized and shall fulfill its functions pursuant to the following provisions:

(i) The members of the Association shall be the Unit Owners, as set forth in the attached Bylaws.

(ii) The Association shall be incorporated under a Charter in the form attached as Exhibit B as amended in accordance therewith.

(iii) The Bylaws of the Association shall be in the form attached as Exhibit C as amended in accordance therewith.

(iv) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to a Unit.

(v) Whenever the decision of a Unit Owner is required under any matter, whether or not the subject to an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit Owner if in an Association meeting.

(vi) The voting rights of the members of the Association shall be as set forth in Paragraph 3 of the attached Bylaws.

(b) Association's Right to Purchase at a Foreclosure Sale. Upon the prior written consent or approval of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements, the Association shall have the power and authority to purchase any Unit, or interest therein, at a sale pursuant to this Declaration, a mortgage foreclosure, a foreclosure of the lien for Common Expenses or Assessments, or an order or direction of a court, or at any other involuntary sale.

(c) Financing of Purchase by Association. The Association shall have authority to make special assessments proportionately among the Unit Owners, and to arrange such other financing as the Association may deem desirable in order to consummate the purchase of a Unit by the Association; however, no such financing arrangement may be secured by an encumbrance on any interest in property other than the Unit to be purchased and the interest in the Common Elements appurtenant thereto.

(d) Working Capital Fund. Notwithstanding any provision of the Documents to the contrary, the Board shall establish a method for a working capital fund for purposes of meeting any unforeseen expenditures and/or contingencies or to purchase any additional equipment or services with respect to the development of the Condominium, and said fund shall be included in the budget and financed by a portion of the Assessments collected from the Unit Owners other than Developer. Each Unit Owner purchasing a Unit shall pay a one-time assessment equal to a multiple of such Unit Owner's proportionate share of the then current annual assessment to the Association, as determined by the Board. Such Assessment shall be paid at the time of closing of the purchase of the Unit and shall be used by the Association as working capital to pay for such start up costs of the Association as the Board sees fit, or for other reasons, as the Board sees fit. During the Developer Control Period, the Developer must not use any working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits. Moreover, when control of the Association is transferred from the Developer to the Unit Owners as provided in the Documents, said fund and the proceeds thereof shall be transferred to the Association for deposit into a segregated fund to be used by the Association for the same aforementioned purposes.

(e) Miscellaneous.

(i) The Association shall hold or lease any Unit owned in the name of the Association, or a nominee thereof designated by the Association, for the benefit of all Unit Owners. The Association

shall have authority at any time to sell, lease or sublease said Unit on behalf of the Association upon such terms as the Association shall deem desirable, but in no event shall such a Unit be sold for less than the amount paid by the Association to purchase the Unit, unless Unit Owners owning not less than fifty-one percent (51%) of the total ownership of the Common Elements first authorize the sale for such lesser amount.

(ii) All notices required under this Paragraph 11 shall be given in writing by certified mail return receipt requested or by personal service.

(iii) The Association may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Paragraph 11, for the purpose of implementing and effectuating this paragraph.

(iv) The Association shall keep financial records sufficiently detailed to enable the Association to comply with Sections 66-27-502 and 66-27-503 of the Act. All financial and other records shall be made reasonably available for examination by any Unit Owner, any Mortgagee, and their respective authorized agents.

12. INSURANCE.

(a) To the extent reasonably available, the Association shall maintain at least the following insurance coverage:

(i) Multi-peril, all-risk, fire and extended coverage insurance covering the entire Condominium, all improvements upon the Land, all buildings, all additions and extensions attached thereto, all appliances, fixtures, machinery and equipment constituting a permanent part of the Units whether located within or outside the boundaries of individual Units and whether such appliances, fixtures, machinery and equipment are owned in common or owned by an individual Unit Owner (excluding all improvements and additions to Units made by Unit Owners after the creation of the Condominium and personal property contents of the Units) and all personal property included in the Common Elements and Limited Common Elements. The multi-peril, all-risk policy purchased by the Association shall provide fire and extended coverage insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy. The face amount of such policy or policies shall not be less than eighty percent (80%) of the insurable value (based upon replacement cost) of the Units. Each policy shall contain the following endorsements: Inflation Guard, Building Ordinance or Law, Guaranteed Replacement Cost, Agreed Amount, Steam Boiler and Machinery Coverage (if applicable). Such insurance coverage's may exclude foundation and excavation costs, but shall afford protection against loss or damage as is commonly covered by a multi-peril, all-risk type policy with fire and extended coverage endorsements, and such other risks as are customarily covered with respect to buildings similar to the Units. The multi-peril, all-risk insurance shall be purchased by the Association for the use and benefit of individual Unit Owners and their Mortgagees. The Association shall issue certificates of insurance to each Unit Owner showing and describing the insurance coverage for the interest of each such Unit Owner, and shall develop procedures for the issuance, after request, of a certified copy of the policy together with standard mortgagee endorsement clauses to the Mortgagees of Unit Owners. Each policy shall waive rights of subrogation as between Unit Owners. To the extent that Unit Owners are covered by multi-peril, all-risk insurance policies purchased by the Association, or by themselves, they shall not be liable for damage caused by their acts, or negligent acts of others which cause damage to the Common Elements, Limited Common Elements, or another Unit.

(ii) Public liability insurance shall be secured in such amounts and with such coverage as shall be determined by the Association but such policy or policies shall be in an amount not less than One Million and No/100 ($1,000,000.00) Dollars per occurrence, including, but not limited to, medical payments, hired automobile and non-owned automobile, with cross-liability endorsement to cover liabilities of the Unit Owners as a group to individual Unit Owners;

(iii) Worker's compensation as required by law;

(iv) Directors and officers liability insurance in an amount determined by the Association, but not less than Two Hundred Fifty Thousand Dollars ($250,000.00) per occurrence; and

(v) Such other insurance as the Association shall determine from time to time to be desirable and in the best interest of Unit Owners.

(b) The Association shall give each Unit Owner thirty (30) days written notice prior to making any change in the carrier, type of coverage, or policy limits of any insurance policy maintained by the Association.

(c) All policies of insurance shall be primary and non-contributory, written in the name of the Association as trustee for itself, the Unit Owners and the Mortgagees of Unit Owners, if any. Each policy shall contain, or have issued in connection therewith, a loss payable clause which shall provide any proceeds due shall be paid to the Association, as hereinafter defined, subject to the provisions of this

Declaration for the use and benefit of the Mortgagees of individual Units, if any, and Unit Owners as their interests may appear. Each policy shall provide that no act or omission by a Unit Owner, unless acting as a member of the Board, will void the policy or be a condition to recovery under the policy.

(d) All hazard insurance policies shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of B-9 or better.

(e) Premiums upon insurance policies purchased by the Association shall be paid by the Association and the costs thereof included in the Common Expenses.

(f) The Association is hereby irrevocably appointed agent for each Unit Owner to purchase insurance as described and set forth in subparagraph (a) above and to adjust all claims arising under insurance policies purchased by the Association.

(g) The Association will act on behalf of each Unit Owner in connection with the settlement of any condemnation awards or insurance claims, and each Unit Owner hereby appoints the Association as attorney-in-fact for this purpose. An undivided share of such proceeds on account of damages to Common Elements (whether by casualty or condemnation) shall be allocated to the Unit Owners according to their ownership interest in the Common Elements set forth in Paragraph 5. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the named Mortgagee and the Unit Owner as their interests may appear.

(h) Proceeds of insurance policies received by the Association shall be distributed as follows:

(i) If the damage for which the proceeds are paid is to be repaired or reconstructed, then the proceeds shall be expended as provided in Paragraph 13. Any proceeds remaining after payment of repair or reconstruction expenses shall be distributed to the beneficial owners, with remittances to Unit Owners and Mortgagees of Units being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(ii) If it is determined, as provided in Paragraph 13, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the Mortgagees of Units, if any, and Unit Owners as their interests may appear. This is a covenant for the benefit of any Mortgagee and may be enforced by such Mortgagee.

(iii) In making distributions to Mortgagees, a duly executed certificate shall be provided to the Association by each of the Mortgagees as to their respective shares of the distribution.

(iv) The net proceeds of insurance resulting from such damage or destruction shall be distributed to each Unit Owner, by check made payable to such Unit Owner and its respective Mortgagee(s), as their interest may appear, based on the value of each Unit as such value shall be determined in the sole discretion of the Board, or an appraiser designated by the Board.

13. WHEN DAMAGED PROPERTY IS TO BE RECONSTRUCTED OR REPAIRED.

(a) If any portion or all of the Condominium is damaged or destroyed, such damage shall be repaired unless:

(i) The Condominium is terminated pursuant to Paragraph 21 below;

(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 eighty percent (80%) of the owners of Units which are assigned Limited Common elements which will not be rebuilt, vote not to rebuild.

(b) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings or if not, then according to plans and specifications aesthetically compatible with the Units and Common Elements prior to the damage and approved by the Association, which approval shall not be unreasonably withheld or delayed.

(c) The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Condominium is not repaired or replaced:

(i) The insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Condominium;

(ii) The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt must be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and

(iii) The remainder of the proceeds must be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Common Element interests of all the Units.

(d) If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned under Section 66-27-207(a) of the Act, and the Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Notwithstanding this Paragraph 13(d), Section 66-27-318 of the Act shall govern the distribution of insurance proceeds if the Condominium is terminated.

14. RESPONSIBILITIES AND PROCEDURES AS TO PAYMENT FOR REPAIRS.

(a) If damage occurs only to those parts of a Unit that the Unit Owner has the responsibility of maintaining and repairing, then the Unit Owner shall be responsible for the prompt reconstruction and repair of such damage after the casualty. In all other instances, the Association shall have the responsibility of reconstruction and repair. In the event the Unit Owner fails to make such repairs or reconstruction promptly, the Association may make such repairs and assess the Unit Owner for all expenses, together with a service fee of up to twenty percent (20%) for the Association's services.

(b) Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair the damaged property to a condition as good as that existing immediately before the casualty.

(c) If the proceeds of insurance are not sufficient to satisfy the estimated costs of reconstruction and repair, assessments shall be made against the Unit Owners who own the damaged property and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds to pay the estimated costs. Additional assessments may be made at any time during or following the completion of construction. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's ownership interest in the Common Elements.

(d) Notwithstanding anything to the contrary herein contained, the Association has a right of entry into any Unit in order to perform emergency repairs or to do other work necessary for the maintenance of the Condominium.

15. USE RESTRICTIONS. The use of the Condominium shall be in accordance with the following provisions:

(a) Occupancy. Each of the Units shall be occupied only by (i) a family or individuals, as a residence, or (ii) the guests of Unit Owners, as lodging, or (iii) residential guests of a corporate Unit Owner (subject to all applicable governmental codes and regulations), and for no other purpose. Units may be leased in accordance with Paragraph 19.

(b) Subdivision. No Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred.

(c) Intentionally Removed.

(d) Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. Specifically, no Person, or representative thereof, shall engage in any commercial activity on the Common Elements without the express written consent of the Association.

(e) Parking. All parking spaces shall be deemed Common Elements. As such, said parking spaces shall be maintained by the Association and shall be subject to regulation by the Association. Notwithstanding, this shall not limit the ability of the Association to assign spaces to particular Units for the use by a single Unit, or for other particular uses. No vehicle that does not have a current license tag or is inoperable may be parked on the Condominium. No vehicle may be parked on the Condominium for a period of thirty (30) consecutive days or more without being driven during said period, unless prior written permission has been obtained from the Board. Boats, trailers, jet-skis and trailers for same, panel

trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "cars' or "passenger vehicle" classification by the Tennessee Department of Motor Vehicles), recreational vehicles (RVs and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked on the Condominium, except in areas, if any, that may be designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements; provided, however, no such vehicle shall remain on the Common Elements overnight or for any purpose unless prior written consent of the Board is first obtained. Notwithstanding any provision to the contrary above, all emergency response and local, state, and federal law enforcement vehicles may be parked on the Condominium so long as they either owned by a Unit Owner, occupant or they are parked on the Condominium in furtherance of emergency response or law enforcement purposes. If any vehicle is parked on any portion of the Condominium in violation of this Paragraph or in violation of the Association's rules and regulations, a Board member or other agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or other agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Unit Owner or user of the vehicle. If a vehicle is parked in a fire lane or a space designated for handicapped parking, is blocking another vehicle or access to another parking space, is obstructing the flow of traffic, is parked in a parking space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition or is an obstruction to the safety or health of other persons on the Condominium, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed or booted in accordance with this subparagraph or if a vehicle is seized or towed by any other Person that is not an employee or agent of the Association, then neither, the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the seizure or towing activity. Also, the Association, and its officers or agents, shall not be liable for any vehicle that is stolen or otherwise unlawfully removed from the Condominium by a third party. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions under the rules and regulations or remedies at law or in equity, rather than exercise its authority to tow or boot.

(f) Pets. A Unit Owner or other occupant of a Unit shall keep no more than two (2) dogs or cats (for a combined total of two (2)) per Unit and a reasonable number of other generally recognized household pets, as determined in the Board's sole discretion, weighing less than two (2) pounds each (including by way of illustration, but not limitation, fish, gerbils and small birds). Notwithstanding the above, no Unit Owner or other occupant of a Unit shall keep or bring onto the Condominium, at any time, any animal, as determined in the sole discretion of the Board, that presents an inherent danger to the health and safety of other Unit Owners and occupants, and their guests, including, but not limited to, venomous snakes and spiders. Notwithstanding the foregoing, pets must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements. No device or structure may be temporarily or permanently placed upon or affixed to the Common Elements or Limited Common Elements for purposes of restraining or housing a pet, including, but not limited to, chains or doghouses. Feces and/or other bodily excrements left upon the Common Elements by pets must be immediately removed by the owner of the pet or the person responsible for the pet. The Board may require that any animal that, in the Board's opinion, endangers or potentially may endanger the health of any Unit Owner or occupant of a Unit or creates or potentially may create a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the owner or person responsible for the pet fails to do so, the Board may remove the pet. Any pet that in the Board's sole discretion presents an immediate danger to the health, life-safety or property of any community member may be removed by the Board without prior notice to the pet's owner. Any Unit Owner or Occupant who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to indemnify and hold Developer, the Association, and their directors, officers, employees and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within, or removing it from, the Condominium.

(g) Grilling. A Unit Owner or occupant of a Unit shall not use outdoor grills except those provided or approved by the Board on any portion of the Condominium or store any such grills on a Unit's patio, terrace, or balcony or on any other portion of the Common Elements or Limited Common Elements without approval from the Board.

(h) Signs. Except for signs used by Developer for the development and sale of Units, no signage shall be erected, placed, or permitted to remain on the Condominium without the prior written consent of the Board or its designee. "Signage" for purposes of this subparagraph shall include, but not be limited to, all signs, flags, banners, stickers, advertising posters, flyers, political placards or billboards of any kind. The Board also shall have the authority to adopt regulations permitting temporary signs on the front door of a Unit announcing births, birthdays or other events for limited periods of time. The Board shall have the right to erect and place reasonable and appropriate signs on the Condominium on behalf of the Association.

(i) Personal Objects on Common and Limited Common Elements. No objects, including by way of illustration, but not limitation, potted plants, grills, umbrellas, bicycles, laundry garments, towels, awnings, canopies, tents, furniture, yard art, play equipment and all other personal objects, may be placed upon or stored on the Common Elements or any outdoor Limited Common Elements by a Unit Owner or an occupant of a Unit without the Board's consent. Notwithstanding the foregoing, patio tables, chairs, or other outdoor patio furniture, excluding umbrellas, may be placed on a Unit Owner's patio, terrace, or balcony. Any damages resulting from objects falling from a balcony, terrace, or walkway of a building for any reason whatsoever shall be borne solely by such Unit Owner or occupant of a Unit that placed said objects on the balcony, terrace, or walkway regardless of whether the damage was the result of an accident, negligence, recklessness, intentional act, or an "Act of God" (i.e., wind, storm, etc.), and such Unit Owner or occupant of a Unit shall indemnify and hold harmless Developer and the Association from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid from settlement of claims, attorneys' fees, consultant and expert fees, resulting from any such damage caused by a Unit Owner or occupant of a Unit.

(j) Screen Doors. No screen doors shall be constructed upon or affixed to any Unit by a Unit Owner or occupant of a Unit, without the prior written consent of the Association.

(k) Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium, including the Units, Common Elements, or Limited Common Elements; provided, however, the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Unit Owners with respect to satellite dishes and antennas:

(i) No transmission antenna, of any kind, may be erected anywhere on the Condominium, including the Units, without prior written approval of the Board;

(ii) No direct broadcast satellite (DBS) antenna or multi-channel multipoint distribution service (MMDS) antenna larger than one (1) meter in diameter shall be placed, allowed or maintained upon the Condominium, including the Units, Common Elements, and the Limited Common Elements;

(iii) DBS and MMDS satellite dishes or antennas one (1) meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, and only if and to the extent such rules mandate that such dishes or antennas be allowed, both as may be amended from time to time. The Board may adopt rules and regulations designating and restricting the specific location and color of such satellite dishes and antennas. To the extent that any of the foregoing provisions of this Declaration or provisions of the rules and regulations adopted by the Board with respect to satellite dishes and antennas is not permitted under the FCC rules and regulations, the remaining portion of this subparagraph 15(k) shall survive independently to the extent permissible under the FCC rules and regulations. In the event of a transfer of the Unit that includes a satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with the Documents, including, but not limited to, those requirements relating to maintenance and removal of the satellite dish or antenna.

(l) Trash and Garbage. All Unit Owners and occupants shall keep their Units, and any Limited Common Elements assigned thereto, in a clean and sanitary condition, and all rubbish, trash and garbage shall be regularly removed from a Unit and such Limited Common Elements and shall not be allowed to accumulate therein. No rubbish, trash, garbage, or other property that a Unit Owner wishes to dispose of or no longer use shall be placed on the Common Elements or Limited Common Elements outside of the Unit, temporarily or otherwise, and shall be moved to the Condominium trash facilities for collection, or otherwise removed from the Condominium by a Unit Owner or occupant. No trash cans, dumpsters, or other trash receptacles, other than such trash facilities provided by the Association, shall be located on the Common Elements or Limited Common Elements outside of a Unit, at any time, without prior approval of the Board.

(m) Nuisance. No use or practice shall be permitted on the Condominium which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the Condominium by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit, or of the Common Elements, which will increase the rate of insurance upon the Condominium. No immoral, improper, offensive, or unlawful use shall be made of the Condominium or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the Condominium shall be the responsibility of the person or entity responsible for the maintenance and repair of the property concerned.

(n) Rules and Regulations. Reasonable rules and regulations concerning the use of the Condominium property may be made and amended from time to time by the Association in the manner provided by its Charter and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. Such rules and regulations may provide for reasonable fines for violation thereof.

16. DEVELOPER'S UNITS AND PRIVILEGES.

(a) To exercise any Development Right reserved under this Declaration, the Developer shall prepare, execute, and record an amendment to this Declaration pursuant to Section 66-27-317 of the Act, including any revisions to the Plat Exhibit required in order to reflect exercise of such Development Right. The Developer is the Unit Owner of any Units thereby created. Such amendment must assign an identifying number to each new Unit created and reallocate the allocated interests among all Units. The amendment must describe any Common Elements and any Limited Common Elements thereby created and, in the case of Limited Common Elements, designate the Unit to which each is allocated (provided, however, that no express designation is required if the definition of Limited Common Elements above would necessarily designate any such Limited Common Element(s) to a particular Unit). If Developer converts a Unit entirely to Common Elements, the amendment to the Declaration must reallocate all the allocated interests of that Unit among the other Units as if that Unit had been taken by eminent domain pursuant to Section 66-27-207 of the Act. If Developer subdivides the Unit into two (2) or more Units, whether or not any part of the Unit is converted into Common Elements, the amendment to the Declaration must reallocate the Common Elements of the subdivided Unit in accordance with the formula set forth in Paragraph 5(a) above, and all Limited Common Elements of the subdivided Unit shall be allocated in any reasonable manner prescribed by Developer.

(b) Notwithstanding anything herein to the contrary, the Developer is irrevocably empowered to sell, lease, or rent Units to any person approved by it. Developer shall have the right to transact, on the Land, any business necessary to consummate the sale or lease of Units owned by Developer, including, but not limited to, the right to post signs, maintain a sales office, to use the Common Elements and to show Units. Signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of Developer.

(c) Until such time as Developer shall have sold all of the Developer's Units, neither the Unit Owners, nor the Association, nor the use of the condominium property, shall interfere with the sale of those Units, and, so long as there are Units owned by the Developers, the Developer shall be Owner thereof under the same terms and conditions as other Unit Owners, except for the additional rights contained in this paragraph.

(d) The Developer shall have the right, prior to the termination of the Developer Control Period, to grant and reserve easements and rights of way through, under, over and across Land, and any part thereof, for construction purposes, and for the installation, maintenance, and inspection of the lines and appurtenances for public and private water, sewer, drainage, gas, electricity, telephone, cable, and other utilities, and such other easements as the Developer deems necessary and/or property for the construction, upkeep, and maintenance of improvements upon or constituting the Common Elements. At the conclusion of the Developer Control Period, this right shall automatically vest in the Association.

(e) Special Declarant Rights may not be transferred except by an instrument, executed by the transferor and transferee, evidencing the transfer and recorded in the Register's Office for Davidson County, Tennessee.

17. NOTICE OF MORTGAGE LIEN OR SUIT.

(a) A Unit Owner shall give notice to the Association of every lien upon its Unit within ten (10) days after the attaching of the lien.

(b) Notice shall be given to the Association of every suit or other proceeding which may affect the title to a Unit within five (5) days after the Unit Owner receives knowledge thereof.

(c) Those mortgages permitted under this Paragraph 17 shall be reported to the Association by the Unit Owner within thirty (30) days of their becoming a valid encumbrance on the Unit.

(d) Failure to comply with this Paragraph 17 will not affect the validity of any mortgage or the enforcement thereof at any public or judicial sale.

18. COMPLIANCE, DEFAULT AND REMEDIES.

(a) By taking title to a Unit, each Unit Owner agrees to be, and shall be, governed by, and shall comply with the Documents as they may be amended and/or supplemented from time to time. A default hereunder by a Unit Owner shall entitle the Association to the relief described in subparagraphs (b) and (c) of this Paragraph 18, in addition to any other remedies provided by the Act. Such a default shall entitle other Unit Owners to the relief described in subparagraph (b) of this Paragraph 18.

(b) A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by its act(s), neglect, or carelessness, or by that of any member of its family, or its or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in Fire insurance rates occasioned by use, misuse, occupancy, or abandonment, of a Unit, or its appurtenances. In any proceedings arising because of an alleged default hereunder by a Unit Owner, the party substantially prevailing in obtaining the relief sought shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

(c) In the event of any violation of the provisions of the Act or the Documents by any Unit Owner (either by its own conduct or by the conduct of any occupant of its Unit), the Association, and its successors or assigns, or any aggrieved Unit Owner shall have each and all of the rights and remedies which may be provided for in the Act or the Documents, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as provided hereinafter in this subparagraph (c), or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the highest rate allowed by applicable law, until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective shares of the Common Expenses, and the Association shall have a lien for all of the same, as well as for nonpayment of Common Expenses, upon the Unit and its appurtenant interest in the Common Elements, upon all of the Unit Owner's additions and improvements thereto, and upon all of the Unit Owner's personal property in his Unit or located elsewhere on the Land; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the Unit, to the extent hereinabove set forth in Paragraph 8 hereof. In the event of any such default by any Unit Owner, the Association and the Manager or Managing Agent, if so authorized by the Association, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association.

(d) The violation of any restriction or condition or regulations adopted by the Association, or the breach of any covenant or provision herein contained, shall give the Board or its Managing Agent the right, in addition to any other rights provided for in this Declaration:

(i) to enter the Unit, or any portion of the Condominium upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Association, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; provided, however, that the Association must institute judicial proceedings, in law or in equity, before altering or destroying any items of construction with respect to a Unit that are alleged to be in violation or breach of the provisions of the Documents;

(ii) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach; or

(iii) to take possession of such Unit Owner's interest in the Land and to maintain an action for possession of such Unit in the manner provided by law.

(e) If any Unit Owner (either by its own conduct or by the conduct of any other occupant of its Unit) shall violate the Act, or any of the covenants, restrictions or provisions of the Documents adopted by the Association, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Association, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Association, then the Association shall have the power to issue to the defaulting Unit Owner a notice in writing terminating the rights of that Unit Owner to continue as a Unit Owner and to occupy, use, or control its Unit, and thereupon an action in equity may be filed by the Association against said defaulting Unit Owner for a mandatory injunction against such defaulting Unit Owner or occupant, or in the alternative, for a decree declaring the termination of that Unit Owner's right to occupy, use, or control its Unit on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in such Unit and its interest in the Common Elements be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Unit Owner from reacquiring the interest at such judicial sale. The proceeds of any judicial sale shall first be paid to discharge court costs, court reporter's charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner. Upon the confirmation of the sale, the purchaser shall be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in such Unit and the Common Elements subject to this Declaration.

(f) The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Act, this Declaration, the Charter, the Bylaws, or the regulations adopted pursuant thereto, shall not constitute a waiver of any such covenant, restriction or provision or of the right to demand enforcement at a later time.

(g) Notwithstanding any term or provision of this Paragraph 18, the Association shall obtain the written consent of a majority of the members prior to the Association's exercise of any of the remedies provided in this Paragraph 18 to terminate the rights of Unit Owner to occupy, use or control the Unit owned by it, other than for non-payment of Assessments.

19. LEASE AND TRANSFER OF A UNIT: NOTICE TO ASSOCIATION.

(a) Leasing Approval. In order to preserve the character of the Condominium, and to comply with current FNMA regulations, leasing of any Unit shall only be permitted pursuant to the Leasing Approval of this Section 19. Owners desiring to lease their Units may only do so if they have provided prior written notice and received approval from the Board (a "Leasing Approval"), subject to the restrictions herein. A true and complete copy of every lease, rental, or other agreement for the occupancy of a Unit (a "Unit Lease") shall be furnished to the Association before the tenant takes occupancy thereunder. Every Unit Lease shall be in writing and shall provide that the lessee thereunder shall be bound by and subject to all of the obligations of and restrictions upon the Unit Owner under the Documents. A copy of the Declaration and rules and regulations of the Association shall be attached to each Unit Lease, or otherwise made available to the tenant by the Unit Owner. The Unit Owner making a Unit Lease shall not be relieved from any of its obligations under the Documents. The Association may require that a Unit Owner which leases its Unit place on deposit with the Association such reasonable sums as the Association may require to be used as an indemnity against loss or damage to the Common Elements which might be caused by such Unit Owner's lessee. The terms of the indemnity shall be satisfactory to the Association. The Association shall furnish the Unit Owner a written notice to make the deposit. If the Unit Owner fails to comply with the terms of the notice within ten (10) days from the date the notice is mailed to it, the Association at its option, may elect to terminate the Unit Lease. The Association shall give Unit Owner and its lessee written notice of such election. Within ten (10) days after that notice is mailed to the Unit Owner's last known address, or within ten (10) days after that notice is delivered to the Unit subject to the Unit Lease, whichever shall last occur, the lessee shall vacate the Unit and Unit Owner shall take such further action as may be necessary to insure that the lessee vacates the Unit.

(b) Notice of Transfer of Unit. Whenever a Unit Owner proposes to sell, give, devise, or otherwise transfer its Unit, or any interest therein, such Unit Owner shall give the Association written

notice by no later than thirty (30) days before closing of the transfer of the Unit, which notice shall briefly describe the transfer and shall state the names and address of the transferee.

(c) Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner of a Unit covenants and agrees that any lease of such Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be deemed incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(i) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure such compliance. The Unit Owner shall cause all occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or an employee, agent, contractor, customer, or invitee of the lessee, violated the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Unit Owner and the lessee, and such fine may be assessed against both the Unit Owner and the lessee, jointly and severally. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

(ii) Right to Terminate Lease. Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any occupant, or any guest of lessee, is deemed to be a default under the terms of the lease after the expiration of any cure provisions in such lease and shall authorize the Owner to terminate the lease without liability and to evict the lessee in accordance with Tennessee law, provided, however, the preceding sentence shall be subject to the lessee's reasonable right to cure such violation under the lease for the Unit, which cure period shall not exceed thirty (30) days. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs, associated with the eviction shall be an assessment and lien against the Unit.

(iii) Use of Common Elements. The Unit Owner(s) transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner of a Unit has to use the Common Elements, except as may be expressly provided otherwise in such lease or restricted by the terms of this Declaration.

(iv) Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner of the Unit hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Unit Owner from any obligation, including the obligation for assessments, for which her or she would otherwise be responsible.

20. AMENDMENTS. This Declaration may be amended in the following manner:

(a) Amendments by the Board or Unit Owners. Except as provided in Section 66-27-317 of the Act, and except as otherwise provided in this Paragraph 20, this Declaration may be amended only as follows:

(i) A resolution adopting a proposed amendment may be proposed by either the Board of the Association or by the members of the Association. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which the proposed amendment is to be considered.

(ii) Directors and members present in person or by proxy at the meeting in which the amendment is considered may express their approval in writing, provided that such approval is delivered to the Association at or prior to the meeting. The proposed amendment must be approved by not less than sixty-seven percent (67%) of the votes of the membership of the Association eligible to vote in order for the proposed amendment to be adopted.

(b) Amendments requiring Mortgagee Approval. Except as otherwise provided in subsection (a) above, "material" amendments to this Declaration and/or the other Documents must be approved by Unit Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association, provided that written notice is provided in advance to all affected Mortgagees of the proposed material amendment, subject to Paragraph 23(f). A change to any of the provisions governing the following will be considered "material":

(i) Voting rights;
(ii) Responsibility for maintenance and repairs;
(iii) Reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;
(iv) Redefinition of any Unit boundaries;
(v) Convertibility of Units into Common Elements or vice versa;
(vi) Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
(vii) Hazard or fidelity insurance requirements;
(viii) Imposition of any restrictions on leasing of Units;
(ix) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
(x) A decision by the Association to establish self-management, if professional management has been previously required by the Condominium Documents or by an Eligible Mortgage Holder;
(xi) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
(xii) Any provisions that expressly benefit mortgage holders, insurers or guarantors; or
(xiii) Termination of the legal status of the Condominium after substantial destruction or condemnation.

(c) Certification by Association. A copy of each amendment shall be prepared, executed, recorded, and certified by an officer of the Association as having been duly adopted, and shall be effective when recorded in the Register's Office of Davidson County, Tennessee.

21. TERMINATION. Except for a taking of all Units as provided in T.C.A. § 66-27- 207, the Condominium may be terminated only upon agreement by a vote of at least eighty percent (80%) of the Unit Owners and written approval of at least eighty percent (80%) of the Mortgagees. The failure of a Mortgagee to respond within sixty (60) days to any written request of the Association for approval of such termination shall constitute an implied approval of the termination of the Condominium.

22. CONVEYANCE OR ENCUMBRANCE OF COMMON ELEMENTS.

(a) Portions of the Common Elements may be conveyed or subjected to a security interest by the Association if persons entitled to cast at least eighty percent (80%) of the votes in the Association, including, during the Developer Control Period, eighty percent (80%) of the votes allocated to Units not owned by Developer, agree to that action. Eighty percent (80%) of the owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Proceeds of the sale of the Common Elements are an asset of the Association, and proceeds of a sale of a Limited Common Element shall be reserved for the benefit of the Unit or Units to which the Limited Common Element was allocated prior to the sale.

(b) An agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratifications of the agreement, in the same manner as a deed, by the requisite number of Unit Owners. The agreement may specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications of the agreement must be recorded in the Register's Office for Davidson County, Tennessee, and is effective only upon recordation.

(c) The Association, on behalf of the Unit Owners, may contract to convey Common Elements, or subject them to a security interest, but the contract is not enforceable against the Association

until approved pursuant to subsections (a) and (b). Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

(d) Any purported conveyance, encumbrance, judicial sale or other voluntary transfer of Common Elements, unless made pursuant to this section, is voidable at the option of the Association; provided, however, that no action challenging the validity of a conveyance or encumbrance made by the Association pursuant to this section may be brought more than one (1) year following the conveyance or encumbrance.

(e) A conveyance or encumbrance of Common Elements pursuant to this section shall not deprive any Unit of its rights of access to and support of the Unit and the remaining Common Elements.

(f) A conveyance or encumbrance of Common Elements pursuant to this section does not affect the priority or validity of preexisting encumbrances.

(g) The holder of any security interest in the Common Elements shall exercise its rights against the Common Elements only (and not against the Association or any Unit Owners).

23. PROVISIONS RELATIVE TO MORTGAGEE'S RIGHTS AND TO FEDERAL NATIONAL MORTGAGE ASSOCIATION AND FEDERAL HOME LOAN MORTGAGE CORPORATION REGULATIONS. The following provisions are intended for the benefit of each Mortgagee, and to the extent that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Information to Mortgagees. Upon request in writing, the Association shall furnish each Eligible Mortgage Holder, and any holder, insurer or guarantor of the mortgage held by such Eligible Mortgage Holder, with a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration that is not cured within thirty (30) days.

(b) Additional Rights of Mortgagees. Upon request in writing, each Eligible Mortgage Holder of a Unit and any holder, insurer or guarantor of a first mortgage on a Unit shall have the right:

(i) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books, records and financial statements of the Association during normal business hours;

(ii) 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;

(iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(iv) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws or Charter of the Association;

(v) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(vi) to receive written notice of any action which would require the consent of a specified number of Mortgagees pursuant to the terms of this Declaration.

(c) Rights of Mortgagees in Respect of Insurance Proceeds. No provision of this Declaration, the Charter or By-Laws or any similar instrument pertaining to the Condominium or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of the Mortgagees pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements or Limited Common Elements, or any portion thereof or interest therein. In such event, the Mortgagee of a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.

(d) Notice to Mortgagees Upon Damage, Etc. Each Mortgagee holding a first mortgage on a Unit, or holder, insurer or guarantor of a first 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 Elements to the extent of Ten Thousand Dollars ($10,000.00) or more of their value, or, if damage, destruction or taking shall occur to a Unit, to the extent of One Thousand Dollars ($1,000.00) of its value or more, shall be deemed material;

(ii) 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 Mortgagee holds a first mortgage;

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

(iv) a proposed action that requires the consent of a specified percentage of Mortgagees.

(e) Mortgagee's Rights Confirmed. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, or if any Unit or any portion thereof or the Common Elements or any portion thereof shall be destroyed or damaged by a casualty, then the Mortgagee will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and, notwithstanding any provision of this Declaration or the Bylaws to the contrary, the distribution to such Unit Owner of the proceeds of any award, settlement, or insurance proceeds under this Declaration, the Bylaws or otherwise, shall at all times be subject to the terms of the Mortgagee's mortgage. Notwithstanding anything in this Declaration to the contrary, any Mortgagee who obtains title to a Unit through foreclosure or pursuant to the remedies under its mortgage with such Unit's Owner 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.

(f) Deemed Approval by Mortgage. Any Mortgagee that holds a first mortgage on a Unit who receives a written proposal to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within sixty (60) days following receipt of notice of such proposal shall be deemed to have approved such request, provided that the notice was delivered by certified or registered mail, "return receipt requested."

(g) Conformity with Federal Guidelines. Notwithstanding anything to the contrary contained in these Documents, all terms, conditions, and regulations now existing, or which may be promulgated from time to time, by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation pertaining to condominiums are hereby incorporated as terms and conditions of the horizontal property regime established by these Documents and such shall be governing upon said horizontal property regime, so long as such conditions are not inconsistent with the Act, as amended, and do not impinge on any substantial property rights of individual Unit Owners.

24. PROFESSIONAL MANAGEMENT. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board shall authorize. Any agreement for professional management of the Condominium shall comply with the following:

(a) No such agreement shall have a term greater than three (3) years;

(b) Any such agreement must provide for termination by either party without cause and without payment of a termination fee on not less than ninety (90) days written notice.

25. SPECIAL SERVICES FOR NON-OWNER OCCUPIED UNITS. The Association shall have the right to offer special services to the Unit Owners of all non-owner occupied Units. These services shall include showing and leasing Units, and arranging for interior maintenance and repair work to be performed at the cost of the Unit Owner. These services will be optional to the Unit Owners and may be canceled with respect to any Unit Owner upon written notice by the Unit Owner to the Association. The fees for these services shall be set by the Association.

26. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any paragraph, subparagraph, sentence, clause, phrase, or work, or other provision of this Declaration and the Charter, Bylaws and regulations of the Association shall not affect the validity of the remaining portions thereof.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Developer has executed this Declaration as of the 12 day of September 2025.

DEVELOPER:
ARNOLD HOMES LLC

By: Randy Arnold
Its: Member

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this the 12 day of September, 2025, before me personally appeared **Randy Arnold,** to me known (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Member of ARNOLD HOMES LLC, the within named bargainor, a limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of ARNOLD HOMES LLC, as Member.

Witness my hand and official seal, this the 12 day of September, 2025.

Notary Public
My Commission Expires: 03-20-28

CAMILLE WOODS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-20-2028

INDEX OF EXHIBITS

Exhibit A	Legal Description for the Property
Exhibit B	Charter of the Association
Exhibit C	Bylaws of the Association
Exhibit D	Plat Exhibit
Exhibit E	Percentage of Ownership in Common Elements

EXHIBIT A

Legal Description

A certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Being the Southwest ½ of Lot No. 38, on the plan of West End Park, of record in Book 421, Page 82, Register's Office Davidson County, Tennessee.

Said part of said Lot No. 38 fronts 50 feet on the Southeasterly side of Long Boulevard and runs back between lines 130 feet on the Southwesterly line and +/- 140 feet on the Northwesterly line to an alley in the rear, measuring +/- 51 feet thereon.

Being the same property conveyed to Arnold Homes LLC by warranty deed of record at Instrument No. 20221018-0113842, Register's Office Davidson County, Tennessee.

EXHIBIT B

CHARTER
OF THE
3133 LONG BLVD LOFTS CONDOMINIUM ASSOCIATION, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a not for profit corporation organized under the Tennessee Nonprofit Corporation Act, hereby adopts the following Charter for such corporation:

1. Name. The name of the corporation is the 3133 LONG BLVD LOFTS CONDOMINIUM ASSOCIATION, INC.
2. Duration. The duration of the corporation is perpetual.
3. Principal Office. The street address of the principal office of the corporation shall be 3133 Long Blvd, Nashville, TN 37203, Email: max@rentnash.com. Such Address shall serve as the mailing address of the corporation.
4. Registered Agent. The initial registered agent shall be the 3133 LONG BLVD LOFTS CONDOMINIUM ASSOCIATION, INC., with an address of: 3133 Long Blvd, Nashville, TN 37203; Email: max@rentnash.com.
5. Incorporator. The name of the incorporator is Paul Hinman, Esq. of Rudy & Partners, PLLC whose address is 2012 21st Avenue South, Nashville, Tennessee 37212.
6. Not-For-Profit. The corporation is not for profit, is not a religious corporation, and shall be governed by the Tennessee Nonprofit Corporation Act.
7. Members. The corporation will have members.
8. Purpose. The purpose or purposes for which the corporation is organized is to operate a homeowners association in compliance with the MASTER DEED AND DECLARATION ESTABLISHING 3133 LONG BLVD LOFTS and the By-Laws for 3133 LONG BLVD LOFTS CONDOMINIUM ASSOCIATION, INC. to fulfill all the obligations and responsibilities of the association contained therein.
9. Nature of Business (NAICS). The corporation will be classified under NAICS 813990 "Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)"
10. Liability. A director or officer shall not be personally liable to the corporation for monetary damages for breach of fiduciary duty as a director or officer, except: (a) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (b) for any breach of the director or officer's duty of loyalty to the corporation; or (c) for distributions in violation of TCA § 48-18-304. It is intended that these provisions provide for limitation of liability of the directors and officers to the fullest extent permitted by law.
11. Dissolution. Upon dissolution, the assets shall be distributed to its members pro rata.
12. Mutual Benefit. This corporation is a mutual benefit corporation.

Dated this 14 day of SEPT, 2025.

Paul Hinman, Esq.
Incorporator

CERTIFIED TO BE A TRUE &
EXACT COPY OF ORIGINAL

EXHIBIT C

BYLAWS
OF
3133 LONG BLVD LOFTS CONDOMINIUM ASSOCIATION, INC.

ARTICLE I. OFFICE

Section 1. Principal Office. The principal office of the Association shall be maintained at the address noted in the Charter of the Association or at such location as the Board may designate.

Section 2. Place of Meetings. All meetings of the Association shall be held at its principal office unless some other place is stated in the call.

ARTICLE II. ASSOCIATION OF UNIT OWNERS

Section 1. Annual Meeting. The annual meeting of the Association shall be held at such time and place as shall be determined by the Board. Notwithstanding, the first annual meeting of the Association shall be called within one hundred twenty (120) days following the expiration of the Developer Control Period.

Section 2. Special Meetings. Special meetings may be held at any time upon the call of the President or upon the call of twenty-five (25%) percent of the total Unit Owners. Upon receipt of such call, the Secretary shall send out notices of the meeting to all members of the Association. Notwithstanding, within three (3) months of the termination of the Developer Control Period, the Association shall hold a special meeting to appoint the initial permanent Board and Officers.

Section 3. Notice of Meetings. A written notice of every meeting of the Association, stating: whether it is an annual or special meeting; the authority for the call of the meeting; the place, day and hour thereof; and the purpose therefore, shall be given by the Secretary at least ten (10) days before the date set for such meeting. Such notice shall be given to each member in any of the following ways: (a) by any manner permitted under the Declaration, or (b) by leaving the same with him personally, or (c) by leaving the same at the residence or usual place of business of such member, or (d) by mailing it, postage prepaid, addressed to such member at his address as it appears on the records of the Association. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings at such meeting. Upon written request for notices, mailed by certified mail, addressed to the Secretary of the Association at the address of the Association, the holder of any duly recorded first mortgage or deed of trust against any Unit may obtain a copy of any and all notices permitted or required to be given, and any such mortgagee requesting such notice shall thereafter receive all notices sent to the members from and after receipt of said request until said request is withdrawn or said mortgage is discharged of Record.

Section 4. Waiver of Notice. The presence of all the members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any member shall, at the opening of such meeting, object to the holding of the same for noncompliance with the provisions of this Article II. Any meeting so held without such objection shall be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken; provided, however, that where a member has pledged his vote by mortgage, deed of trust or agreement of sale, only the presence of the pledgee will be counted in determining whether notice is waived with regard to business dealing with such matters upon which the member's vote is so pledged.

Section 5. Quorum. A quorum of Unit Owners for any meeting shall be constituted by at least twenty-five (25%) of the total Unit Owners.

Section 6. Membership; Voting. Any person or combination thereof owning any Unit duly recorded in his name, the ownership of which shall be determined by the records of the Register's Office for Davidson County, Tennessee, shall be a member of the Association, and either in person or by proxy entitled to a vote equivalent to one (1) vote for each Unit so owned at all meetings of the Association. For the purposes of clarity, co-owners or joint owners shall be deemed collectively one Unit Owner and one member. The authority given by a member to another person to represent such member at meetings of the Association shall be in writing, signed by such member and shall be filed with the Secretary, and unless limited by its terms, such authority shall stand until revoked by written notice to the Secretary. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name by a duly

recorded conveyance. In case such Unit shall not have so been transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian or trustee holding such Unit in such capacity.

The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

No Unit Owner who is in default in the payment of assessments hereunder shall be entitled to exercise the right to vote hereunder until such Owner has cured such default. A Unit Owner shall be deemed to be in default if he has not paid his assessments within fifteen (15) days after the due date thereof. A Unit Owner may protest the amount of the assessment, but it still must be paid during the pendency of his protest to the Board.

Section 7. Action by Written Consent. Action which is required or permitted to be taken at a meeting of the Unit Owners may be taken without such a meeting if all Unit Owners entitled to a vote on the action consent to taking such action without a meeting.

ARTICLE III. BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a board of directors (the "Board"), composed of no less than three (3) persons, of which shall be drawn from the Unit Owners, (or any individuals associated with such Unit Owners). Should any Unit Owner Director transfer title to his Unit, the remaining Directors shall appoint an interim Director to serve for the remainder of such Director's term. Notwithstanding the foregoing, the Developer shall appoint an interim Board until the first meeting or the transfer of the Units.

Section 2. Powers and Duties. The Board shall have all of the powers and duties granted thereto in the Declaration and all other powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law, by the Declaration or by these Bylaws directed to be exercised and done by the Unit Owners.

Section 3. Other Powers and Duties. In addition to duties imposed by the Declaration and these Bylaws, the Board shall have the following powers and duties:

(a) to administer the affairs of the Association and the Property;

(b) to engage the services of a Manager, as agent on behalf of the Association to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that any management agreement relating to the Property shall be terminable for cause upon thirty (30) days' notice and shall have a term of not less than one (1) year nor more than five (5) years, which term shall be renewable upon approval of the Board.

(c) to formulate policies for the administration, management and operation of the Property and the Common Elements, as defined in the Declaration, thereof;

(d) to adopt rules and regulations, with written notice to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(e) to provide for the surveillance, maintenance, repair and replacement of the Common Elements;

(f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the Manager (and any such employees or other personnel thereof);

(g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board as provided in the Declaration and these Bylaws;

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

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

(j) to resolve or mediate disputes, conflicts or problems between Unit Owners;

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

(l) to secure insurance policies as required by the Declaration and these Bylaws, and in this regard, annually to review the amounts of coverage afforded by such policies;

(m) to be responsible for and maintain all sidewalks, utilities, and any other services of a public nature that are classified as Common Elements in the Declaration; and

(n) to exercise all other ordinary powers and duties as provided in the Act, and all powers and duties of a board of managers or a board of directors referred to in the Declaration or these Bylaws.

Section 4. Manager; Employees Generally. The Manager shall perform such duties and services as the Board shall authorize. The duties conferred upon the Manager by the Board may be revoked, modified or amplified at any time by the vote of the Association in a duly constituted meeting. The Board and/or the Manager (with the approval of the Board) may employ any other employee or agents to perform such duties at such salaries as the Board may establish. The Board may enter into such service contracts on behalf of the Association as are necessary and appropriate and shall have authority, but not the obligation, to assume, on behalf of the Association, any initial service contracts entered into by Developer that comply with the requirements and limitations imposed herein.

Section 5. Election and Term of Office. Directors shall be elected at the annual (or initial special) meeting of the Association and shall hold office for a term of three (3) years, with such terms to be staggered for the election of a Director each year.

Section 6. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining Directors, and any Director so elected shall hold office for a term equal to the unexpired term of the Director succeeded.

Section 7. Removal of Directors. Any non-Unit Owner Director may be removed from office with or without cause by the vote of a majority of the Unit Owners.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 9. Regular Meetings. Regular meetings of the Board shall be following the regular annual meeting of the Unit Owners.

Section 10. Special Meetings. Special meetings of the Board may be called by the President or by a majority of the Board on no less than forty-eight (48) hours' notice to each Director, given personally or by mail, addressed to his residence, or by telephone, which notice shall state the date, time and place of the meeting. Action which is required or permitted to be taken at a meeting of the Board may be taken without such a meeting if all Directors consent to taking such action without a meeting.

Section 11. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. A quorum of the Board consists of a majority (but no fewer than two (2)) of the Directors then in office before a meeting begins.

Section 13. Bonds of Officers and Employees. The Board may, at its sole discretion, require that all officers and employees (including without limitation any management agent) of the corporation handling or responsible for corporate funds shall be covered by blanket fidelity bonds naming the Association as obligee, which bonds shall be in the amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Project. Each such bond shall contain an agreement to notify the Board, the holder of a first mortgage or deed of trust on a Unit and every other person in interest who shall have requested such notice at least thirty (30) days' prior notice of any cancellation or material alteration of such bond. The premiums on such bonds shall be paid by the Association as a common expense of the Association.

ARTICLE IV. OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President and a Secretary, all of whom shall be elected by and from the Board. The Directors may appoint a vice

president or treasurer and such other officers as in their judgment may be necessary. An officer may serve in more than one capacity; provided, however, that there shall be no less than two (2) persons serving as officers; and further provided that no one person shall serve as both President and Secretary simultaneously.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. Vice President. The Vice President, if any, shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 5. Treasurer. The Treasurer, if any, shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

Section 6. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Board or of the Association; shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the office of Secretary, provided by these Bylaws or as assigned by the Board. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary *pro tempore* who shall keep the minutes of such meeting and record them in the books provided for that purpose.

Section 7. Auditor. The Association may at any meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested of him by the Association.

Section 8. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by the Unit Owners.

ARTICLE V. OBLIGATIONS OF THE UNIT OWNERS

Section 1. Expenses and Assessments. Every Unit Owner shall contribute, *pro rata* on the basis of his proportionate share of the Common Expenses as set forth in the Declaration, toward the expenses of administration of the Property and the Association, including but not limited to all types of insurance and the costs of operation, maintenance, repair and replacement of the Common Elements. The Association shall fix a monthly charge for each Unit in an amount sufficient to provide for its *pro rata* share of all such current expenses, reasonable reserves for future expenses of administration, reasonable reserves for the expenses of utilities, periodic maintenance, repair and replacement associated with the Common Elements and such other expenses as the Association may deem proper, subject to adjustment from time to time as the Association may deem necessary. Such monthly charge shall be due and payable in advance on the first day of every month, shall bear interest thereon at the maximum rate then allowed by applicable law from the date due until paid, and such charges, together with interest as aforesaid and reasonable attorney's fees of the Association (all as provided in the Declaration) shall be a lien on the Unit, assessed prior in right to all other charges whatsoever except assessments, liens and charges in favor of the State of Tennessee and Davidson County for taxes past due and unpaid on such Unit, and amounts and liabilities secured by the lien of a recorded deed of trust on the interest of such Unit Owner, except for the amount of the proportionate share of Common Expenses which are due and payable from and after the date on which such deed of trust beneficiary either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or files suit to foreclose on its deed of trust. If any Unit Owner shall fail or refuse to pay when due such Owner's proportionate share of the expenses, the Association shall have the authority to exercise and enforce any and all

rights and remedies as provided for in the Act, the Declaration or these Bylaws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 2. Working Capital. At the option of the Board, a working capital fund may be maintained by the Association. Each Unit's share of the working capital fund must be collected and transferred to the Association at the time of the closing of the sale of each Unit and maintained in an account for the use and benefit of the Association. The purpose of the working capital fund is to insure that the Association will have cash available to meet unforeseen expenditures, and/or to acquire additional equipment or services deemed necessary or advisable by the Board, and disbursements from such fund shall be made as directed by the Board. Amounts paid into the working capital fund shall in no event be considered advance payment(s) of monthly assessments.

Section 3. Maintenance and Repair.

(a) Every Unit Owner must perform promptly all maintenance and repair work within his Unit and Limited Common Elements that, if omitted, would affect the Property in its entirety or a part belonging to other Unit Owners, and is responsible for the damages and liabilities that his failure to do so may cause.

(b) All the repairs of internal installations of a Unit such as water, light, power, sewage, telephone and sanitary installations, lamps and all other accessories belonging to the Unit area shall be maintained at the Unit Owner's expense.

(c) A Unit Owner shall reimburse the Association for any expenditure incurred in repairing or replacing any Common Elements damaged through his fault.

Section 4. Use of Units. All Units shall be used in accordance with the provisions of the Bylaws, the Declaration and the Rules and Regulations. No unlawful, noxious or offensive activities shall be carried on in any Unit or Elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Section 5. Rules and Regulations. In order to assure the peaceful and orderly use and enjoyment of the Units and Common Elements of the Property, the Association may from time to time adopt, modify and revoke in whole or in part, such reasonable rules and regulations, to be called Rules and Regulations, governing the Units and the Common Elements of the Property as it may deem necessary. The Rules and Regulations, upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each Unit Owner and shall be binding upon all Occupants of the Property.

Section 6. Deeds of Trust and Mortgages. Any holder of a deed of trust or mortgage with respect to a Unit may file a copy of such instrument with the Board through the Secretary, who shall be required to notify such holder or mortgagee of:

(a) Any condemnation loss or any casualty loss that affects a material portion of the Property or the Unit covered by such mortgage or deed of trust;

(b) Any delinquency in the payment of expenses or charges owed relating to the Unit that is covered by such mortgage or deed of trust that remains uncured for sixty (60) days, and that the holder or mortgagee may, at its option, pay such delinquent expenses;

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

(d) Any proposed action that would require the consent of a specified percentage of deed of trust or mortgage lien holders.

Section 7. Insurance. The Board on behalf of the Association and its Common Expenses shall at all times keep the Common Elements insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in the State of Tennessee in accordance with the Declaration.

ARTICLE VI. EXECUTION OF INSTRUMENTS

All checks, drafts, notes, bonds, acceptances, contracts and all other instruments except conveyances shall be signed by such person(s) as shall be designated by resolution.

ARTICLE VII. LIABILITY OF OFFICERS, DIRECTORS AND MEMBERS

Section 1. Exculpation. No director or officer of the Association shall be liable for acts or defaults of any other officer or member or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence.

Section 2. Indemnification. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to these Bylaws, the Board and/or Developer against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, committee members or Developer, on behalf of the Unit Owners, or arising out of their status as directors, officers, committee members or Developer, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, committee member or Developer may be involved by virtue of such person(s) being or having been such director, officer, committee member or Developer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, committee member or Developer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person(s) being adjudged liable for gross negligence or fraud in the performance of his or their duties as such director, officer, committee member or Developer.

Section 3. Success on Merits. To the extent that the Developer or a member of the Board or an officer of the Association or a member of any committee appointed pursuant to these Bylaws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 2 of this Article VII, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

Section 4. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it ultimately shall be determined that he is entitled to be indemnified by the Association as authorized in this Article.

Section 5. Miscellaneous. The Association and Board shall have the power and responsibility to raise, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committees or Developer, or out of the aforesaid indemnity in favor of the directors, Board, officers, members of such committees or Developer, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all of the Unit Owners in the Common Elements. Every agreement made by the directors, Board, officers, members of such committees, Developer or the Manager on behalf of the Unit Owners shall provide that the directors, Board, officers, members of such committees, Developer or the Manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

ARTICLE VIII. AMENDMENT

Section 1. Amendment. These Bylaws may be amended, modified or revoked in any respect from time to time by vote of not less than sixty-seven percent (67%) of the Unit Owners at a meeting duly called for the purpose; PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars that are required to be contained herein by the Act; and PROVIDED, FURTHER, that no modification of or amendment to these Bylaws shall be valid unless set forth in an amendment to the Declaration.

Section 2. Conflict. In the event of any conflict between the provisions of these Bylaws and the provisions of the Declaration, the Declaration shall govern and apply.

ARTICLE IX. MISCELLANEOUS

Section 1. Terminology. When used herein, the singular shall include the plural, and vice versa, and the masculine, feminine or neuter gender shall include all other genders, as the context requires.

Section 2. Terms Defined in Declaration. Capitalized terms not defined herein shall have the meaning given them in the Declaration, to which these Bylaws are attached and of which these Bylaws are a part.

Section 3. Parliamentary Rules. *Roberts' Rules of Order* (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Charter or these Bylaws.

Section 4. Compliance with Statute. These Bylaws are intended to comply with the requirements of the Act, as it may be amended form 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.

3133 LONG BLVD LOFTS CONDOMINIUMS ASSOCIATION, INC.

PROXY FORM

BE IT KNOWN, that I _____, the undersigned, hereby constitute and appoint _____, as my true and lawful agent for me in my name, place and stead, to vote as my proxy at the Meeting of the Homeowners of the said 3133 Long Blvd Lofts Condominium Association, Inc., to be held on _____, or any adjournment thereof, for the transaction of any business which may legally come from the meeting, and for me in my name, to act as fully as I could do if personally present; and I herewith revoke any other proxy heretofore given.

WITNESS my hand and seal this ___ day of _____, 20___.

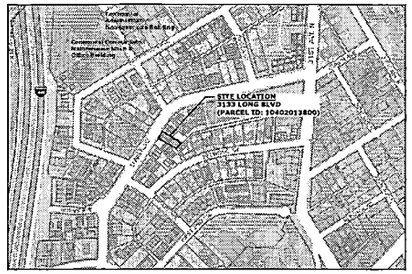
Signed: _____

Print: _____

EXHIBIT D

PLAT EXHIBIT OF

3133 LONG BLVD LOFTS, A CONDOMINIUM



VICINITY MAP
(NOT TO SCALE)

SITE DATA TABLE	
SITE ADDRESS:	3133 LONG BLVD
	NASHVILLE, TN. 37203
MAP:	104-02
PARCEL ID:	10402013800
COUNCIL DISTRICT:	21
COUNCIL MEMBER:	BRANDON TAYLOR
UDO NAME:	31 ST / LONG BLVD.
UDO NUMBER:	2005UD-006U-10
SUB-DISTRICT:	GENERAL SUB-DISTRICT
REGULATING PLAN:	G-2 GENERAL
LAND AREA:	0.152 AC.
EXISTING ZONING:	RM40
PROPOSED USE:	MULTI-FAMILY
PROPOSED UNITS:	5 UNITS
GROSS DENSITY:	32.3 UNITS / AC.
TOTAL LOTS:	1 EX. / 1 PR.
OPEN SPACE:	2,900 SF (0.44)
PARKING PROV.:	6 (4 ON-SITE / 2 ON-STREET)
BUILDING COVERAGE:	2,300 SF (0.35)
FAR:	1.180000
ISR:	0.57
GFA:	7,870 SF

BULK STANDARDS TABLE	
BUILDING TYPE:	STACKED FLATS
BUILDING MATERIALS:	BRICK, FIBER CEMENT SIDING AND PANELS
GLAZING REQUIREMENTS:	NONE
MAX HEIGHT:	4 STORIES IN 50 FEET
MIN. BUILDING HEIGHT:	30 FEET
MIN. RAISED FOUNDATION:	1.5 FEET ABOVE HIGHEST POINT ALONG FRONT PROPERTY LINE
MAX. RAISED FOUNDATION:	5 FEET
SETBACKS	
FRONT:	20 FEET
SIDE:	10 FEET
REAR:	20 FEET

ZONING REVIEW CHECKLIST
Nonresidential and Multifamily Construction

APPLICATION #				PROJECT NAME:				
MAP/PARCEL #	10402013800			EXAMINER:				
USE - CHAPTER 17.08 AND 17.16				*A- Approved, D - Denied, I - Incomplete, P - Pending, C - Conditional*				
Determine the use	RESIDENTIAL MULTI FAMILY							
Property zoning	RM40	Overlay(s)	UDO/UZO	Surrounding Zoning		RM40		
Use Charts: P, PC, SE, A						P		
SITE CRITERIA								
Subdivision Plat (Note any special requirements such as easements, setback restriction, etc.)								
Minimum lot size	6,000 SF		Footprint					
FAR			Maximum	1.00	Requesting	SEE ARCH. PLANS		
ISR-Adjustments / Slopes over 15%:			Maximum	N/A	Requesting	N/A		
Street Setback / Street Type(s):		20 FT. (PER UDO)						
Side Yard		10 FT. (PER UDO)						
Rear Yard		20 FT. (PER UDO)						
Height Standards		4 STORIES IN 50 FT. (PER UDO)			Number of Floors	SEE ARCH. PLANS		
PARKING AND ACCESS - CHAPTER 17.20			**Supplemental Checklist Also Required for UZO**					
Ramp Location and number		1 IN ALLEY #720 (REQUIRED PER UDO)						
Distance to nearest existing ramp (minimum 30')			30 FT.					
Distance to intersections		100 FT.	50' minor street		185' arterial street			
			100' collector		250' controlled access ramp			
Maximum parking based on uses			Maximum	8 max.	Providing	5		
Required loading based on uses			Required	N/A	Providing	N/A		
Surfacing over 5 spaces 1,750 sq. ft.		YES						
Space sizes, aisle widths, angle data		8.5' X 18' / 24 ' / 90 DDEG.						
Queuing lanes		N/A						
Over 10 spaces 20' queuing at exit		N/A						
Number of compact spaces / %		NONE						
Number of handicapped spaces		1 SPACE						
Sidewalks required		YES Internal		YES Public				
LANDSCAPING STANDARDS - CHAPTER 17.24			**Supplemental Checklist Also Required for UZO**					
Required buffer yards						SEE LANDSCAPE PLANS		
Buffer yard adjustments						SEE LANDSCAPE PLANS		
Perimeter landscaping (can't be over future R.O.W.)						SEE LANDSCAPE PLANS		
Standard for 4 or more lanes						SEE LANDSCAPE PLANS		
Standard for less than 4 lanes						SEE LANDSCAPE PLANS		
Side lines adjacent to parking areas 5' minimum width with trees - 2.5' with tree islands						SEE LANDSCAPE PLANS		
Interior landscaping minimum 8% area						SEE LANDSCAPE PLANS		
Opaque fence adjacent to residential in parking area						SEE LANDSCAPE PLANS		
Screening around dumpsters (NO CHAIN LINK FENCE PERMITTED)						SEE LANDSCAPE PLANS		
Tree Density						SEE LANDSCAPE PLANS		

GENERAL SITE NOTES:

1. LAYOUT ALL CURVES SMOOTHLY WITH NO ABRUPT CHANGES AT TANGENT POINTS.
2. ALL DIMENSIONS ARE TO THE FACE OF BUILDING AND / OR CURB UNLESS OTHERWISE NOTED.
3. SEE ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS.
4. CONTRACTOR TO TAKE ALL PRECAUTIONS TO FIND AND AVOID SITE UTILITIES. ALL UTILITIES MAY NOT BE SHOWN ON DRAWING. VERIFY LOCATIONS AND CONSIDER SUCH WHEN ESTIMATING AND PERFORMING WORK.
5. SAW CUT LINES SHALL BE DONE IN A STRAIGHT NEAT LINE A MINIMUM OF 18" FROM THE EXISTING EDGE OF PAVEMENT.
6. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT OR ENGINEER OF ANY DISCREPANCIES FOUND BETWEEN THESE PLANS, THE ARCHITECTURAL PLANS, AND/OR FIELD CONDITIONS PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL EMPLOY A REGISTERED LICENSED SURVEYOR OF TENNESSEE TO PROVIDE CONSTRUCTION LAYOUT SURVEYING SERVICES.
8. AFTER COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PERFORM SITE CLEANUP TO REMOVE ALL TRASH, DEBRIS, EXCESS MATERIALS, EQUIPMENT, AND OTHER DELETERIOUS MATERIALS ASSOCIATED WITH CONSTRUCTION. THE CONTRACTOR IS EXPRESSLY RESPONSIBLE FOR ENSURING THE SITE IS CLEAN AND IN OPERABLE CONDITION AT THE TIME OF FINAL ACCEPTANCE.
9. SAFETY NOTICE TO CONTRACTOR: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE ENGINEER OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, ON OR NEAR THE CONSTRUCTION SITE.

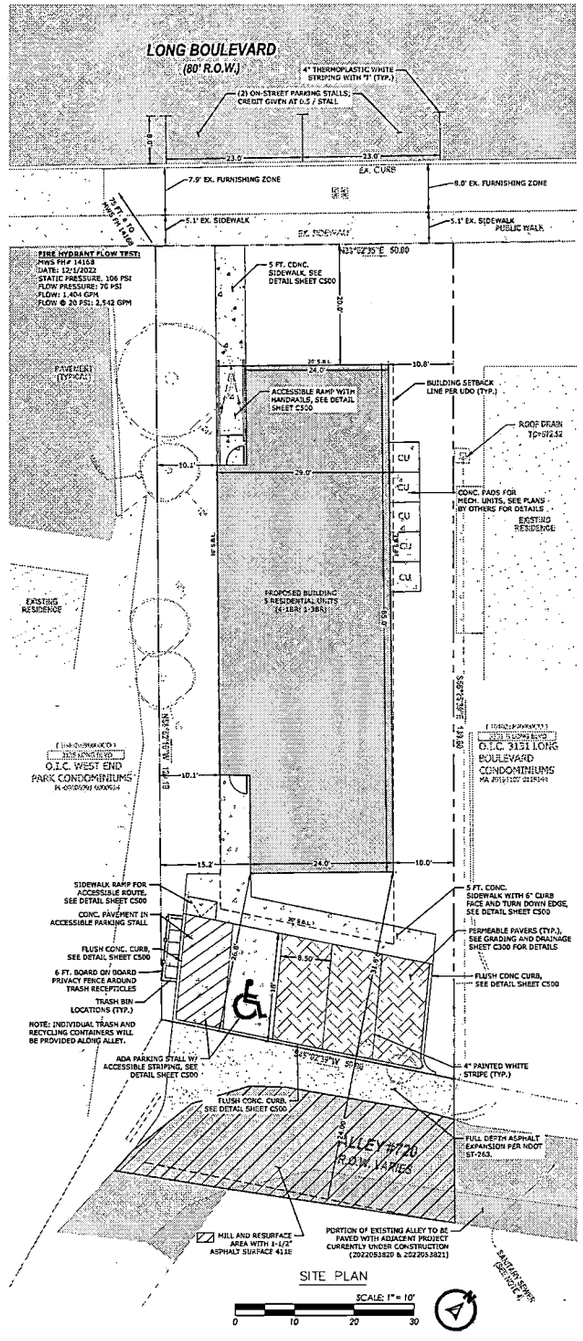
METRO PUBLIC WORKS STANDARD NOTES:

1. THERE SHALL BE NO VERTICAL OBSTRUCTIONS WITHIN THE SIDEWALK.
2. THE CONTRACTOR SHALL CONTACT THE DEPARTMENT OF PUBLIC WORKS - PERMITS OFFICE, 615.862.8782, PWPERMITS@NASHVILLE.GOV, FOR FORMS INSPECTION PRIOR TO POURING SIDEWALKS OR RAMPS.
3. SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%.
4. ALL CONSTRUCTION WITHIN THE RIGHT-OF-WAY SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) IN EFFECT AT THE TIME ACTIVITIES ARE PERFORMED.

FEMA NOTE:

1. THE PROPERTY IS LOCATED IN AREAS DESIGNATED AS "ZONE X" (AREAS TO BE DETERMINED OUTSIDE OF THE 0.2% ANNUAL RISK FLOODPLAIN) AS NOTED ON THE CURRENT FEMA COMMUNITY PANEL:

MAP NUMBER: 47037C0039J EFFECTIVE DATE: 3/25/2022



HCi
HARPETH CIVIL, INC.
CIVIL ENGINEERING
P.O. BOX 313
FEGRAM, TN. 37143
(615) 730-3502
WWW.HARPETHCIVIL.COM

HCI PN 0527-22C

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3133 LONG BLVD
NASHVILLE, TN. 27203
[PARCEL ID: 10402013800]

PERMIT TRACKING NUMBERS:

BUILDING PERMIT NO.:
2023038294

SWGR PERMIT NO.:
2023055499

SITE UTILITY PLAN PERMIT NO.:
2023040687

WATER CAPACITY PERMIT NO.:
2023039018

SEWER CAPACITY PERMIT NO.:
2023039043

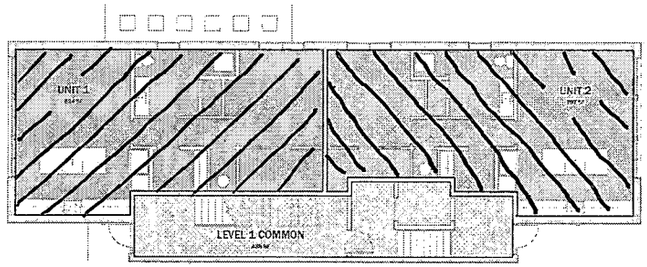
ISSUANCES / REVISIONS

NO.	DESCRIPTION	DATE
1	NDOT SUBMITTAL	06/13/2023
2	UDO SUBMITTAL	06/14/2023
3	UDO RESUBMITTAL	08/16/2023
4	NDOT SUBMITTAL	10/02/2023
5	FULL CIVIL SET ISSUED TO CLIENT	10/02/2023
6	NDOT RESUBMITTAL	10/16/2023

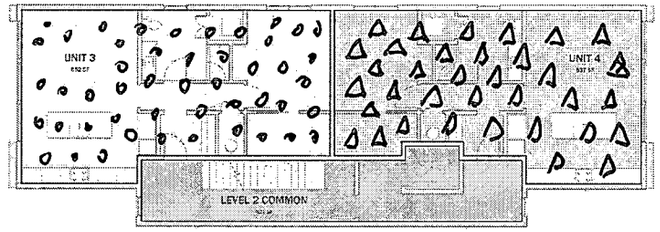
SITE PLAN

C200

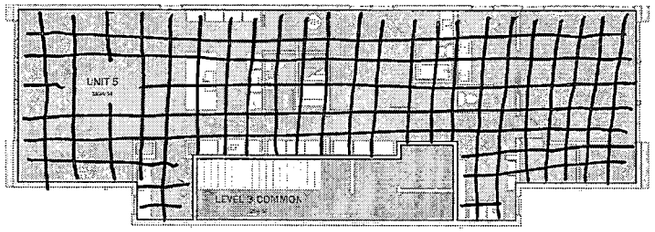
JOSH JOHNSON
ARCHITECTURE



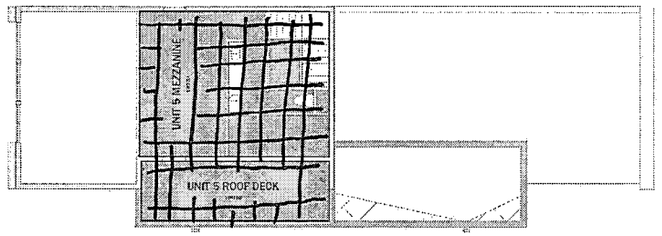
01 LEVEL 01
SCALE: 1/8" = 1'-0"



02 LEVEL 02
SCALE: 1/8" = 1'-0"



03 LEVEL 03
SCALE: 1/8" = 1'-0"



04 MEZZANINE
SCALE: 1/8" = 1'-0"

AREA LEGEND

- LEVEL 1 COMMON
- LEVEL 2 COMMON
- LEVEL 3 COMMON
- UNIT 1
- UNIT 2
- UNIT 3
- UNIT 4
- UNIT 5

AREA SCHEDULE

LEVEL 1 COMMON	436 SF
LEVEL 2 COMMON	427 SF
LEVEL 3 COMMON	294 SF
UNIT 1	824 SF
UNIT 2	797 SF
UNIT 3	852 SF
UNIT 4	837 SF
UNIT 5	2525 SF

LONG FLATS

AREA PLANS

GN06

CONSTRUCTION DOCUMENTS

EXHIBIT E

UNIT OWNERS OWNERSHIP IN COMMON ELEMENTS

Per Paragraph 5 of the Declaration establishing 3133 Long Blvd Lofts, A Condominium, each Unit Owner's liability for Common Expenses as related to the Common Elements shall be determined as follows:

UNIT	SQUARE FOOTAGE	PERCENTAGE OF TOTAL SQUARE FOOTAGE
1	824	14.12%
2	797	13.66%
3	852	14.60%
4	837	14.34%
5	2525	43.27%
TOTALS	5835	100.00%