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MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BATTERY PLACE CONDOMINIUMS

Battery Place Condominiums, LLC, a Tennessee limited liability company (the "Developer"), pursuant to the provisions of the Tennessee Horizontal Property Act, Tennessee Code Annotated sections 66-27-101, et seq., as amended (hereinafter referred to as the "Act"), for the purpose of submitting the hereinafter described tract or parcel to a horizontal property regime, does hereby declare as follows:

WITNESSETH:

WHEREAS, Developer is the fee simple owner of a certain tract or parcel of land in Chattanooga, Hamilton County, Tennessee, which is more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference and the improvements presently located or to be constructed thereon as more particularly shown and described on the unit plan on EXHIBIT B attached hereto and incorporated herein by this reference, as well as the right to use certain driveways and parking areas that are a part of the Property as provided for herein; and

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WHEREAS, Developer desires, by recording this Master Deed and Declaration of Covenants, Conditions and restrictions (this "MASTER DEED"), to establish a horizontal property regime under the provisions of the Act to be known as "Battery Place Condominiums."

NOW, THEREFORE, Developer does hereby submit the Property, Improvements and Easements to this Master Deed and does hereby establish Battery Place Condominiums as a horizontal property regime under the Act. The Property, Improvements and Easements shall hereafter be subject to the provisions of the Act, this Master Deed and the Charter and the By-laws of Battery Place Condominium Owners Association, Inc. as hereinafter described.

ARTICLE 1	Instrument: 2006072800268	
	Book and Page: G1 8029 161	
	Deed Recording Fe	\$345.00
	Data Processing F	\$2.00
DEFINITIONS	Total Fees:	\$347.00
	User: TFREUDENBERG	
	Date: 28-JUL-2006	
	Time: 01:57:16p	
	Contact: Pam Hurst, Register	
	Hamilton County Tennessee	

As used in this Master Deed the terms set forth below shall have the following meanings:

"Assessment" means any or all, as the context in which the term is used shall require, of the assessments defined below:

(a) "Regular Assessment" means a charge against each Unit Owner and the Unit Owner's Condominium representing that portion of the Common Expenses attributable to such Unit Owner and the Unit Owner's Condominium as provided for in this Master Deed, as more particularly described in Section 6.3.

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(b) "Special Assessment" means a charge levied in accordance with Section 6.4.

(c) "Specific Assessment" means a charge levied in accordance with Section 6.5.

"Association" means Battery Place Condominium Owners Association, Inc., a non-profit corporation formed pursuant to Tennessee law, of which all Unit Owners shall be Members, and which shall operate and manage Battery Place Condominiums.

"Board" means the governing body of the Association, as provided in this Master Deed and in the Charter and By-laws of the Association.

"Business" means and includes, without limitation, any occupation, work, or commercial activity undertaken on the ongoing basis which involves the merchandising, selling and promoting of goods and products and/or the rendering or providing of assistance, consultation and services to Persons for the purpose of generating a profit.

"By-laws: means the By-laws of the Association as amended from time to time.

"Charter" means the Charter of the Association as amended from time to time.

"Common Elements" means the entirety of the Property except the Units within a Condominium Building and without limiting the generality of the foregoing, specifically includes all structural projections within a Unit which are required for the support of a Condominium Building, gas, water and waste pipes, all sewers, all pipes, ducts, flues, chutes, conduits wires and other utility installations wherever located, all pipes, ducts, flues, chutes, conduits wires and other utility installations wherever located (except the outlets of such installations when located within the Units), the land upon which any structures are located, the foundations, floor slabs, all weight bearing walls and columns, roofs, common stairways, common corridors, entrances, exists, elevators, elevator shafts and elevator equipment, easements, and all other devices existing for the common use of the Unit Owners that are desirable or normally

of common use of necessary to the existence, upkeep, and safety of any Common Elements, The term "Common Area" may be used in the place of Common Elements when the context may require or be appropriate, but such term shall have this definition of Common Elements.

"Common Expenses" means the actual and estimated costs of maintenance, management, operation, and repair, reconstruction and replacement of the Common Elements and any property or facilities of the Association; unpaid Assessments; management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, management companies, accountants, attorneys and employees; utilities, garbage pick-up and disposal, landscaping and related services which benefit the Common Elements or property or facilities of the Association; insurance obtained pursuant to this Master Deed; adequate reserves as appropriate; taxes paid by the Association; amounts paid or incurred by the Association in collecting Assessments; and other expenses incurred by the Association for any reason in connection with any of the Common Elements, any property, or facilities of the Association, and in furthering the purposes of the Association or discharging the obligations imposed on the Association or the Board by this Master Deed, the Charter or the By-Laws.

"Condominium" means an estate in real property in Battery Place Condominiums consisting of a fractional undivided fee interest in common with the other Unit Owners in the Common Elements, together with a separate fee interest in a Unit and all appurtenant rights, title and interests (including, without limitation, the Limited Common Elements of the Unit). Such fractional undivided interest in common with each Unit Owner shall correspond to the Unit Owner's Percentage Interest (defined below) and shall not be changed except as provided in this Master Deed.

"Condominium Building" means the Improvements to be constructed on the Property that will contain the Residential Units.

"Developer" means Battery Place Condominiums, LLC, a Tennessee limited liability company, or any successor who becomes a legal or equitable owner of substantially all of the real estate comprising the Property not previously conveyed to Unit Owners.

"Development Period" shall mean and refer to that period of time beginning on the date of this Master Deed and ending one (1) year after a certificate of occupancy has been issued for each of the Units.

"Easement" shall mean a grant of one or more property rights by a property owner to and/or for use by the Developer, the Association, a Unit Owner, the public, or any other Person.

"Expandable Regime" means this horizontal property regime to which Additional Land, as defined in the "Property" definition, may be added and upon which additional Units, Common Elements and Limited Common Elements may be hereafter constructed or created to be governed by the provisions of this Master Deed, a Supplemental Master Deed and the Act.

"First Mortgagee" means the Mortgagee of a Mortgage that has priority over any other Mortgage encumbering a specific Condominium. "First Mortgage" means a Mortgage that has priority over any other Mortgage encumbering a specific Unit.

"Governing Documents" shall mean and refer to this Master Deed, any Supplemental Master Deeds, and the Charter and By-laws of the Association, as any of the foregoing may be amended from time to time, as well as Rules and such other documents lawfully adopted by the Board or the Unit Owners which further define and or limit the operations of Battery Place Condominiums.

"Household Pets" shall mean what are commonly considered to be domestic household animals, including fish, dogs, cats and birds. The term "Household Pet" shall not include exotic animals, farm animals, reptiles, swine, rabbits, chickens or ducks, all of which shall be prohibited from the Property.

"Improvement(s)" shall mean all structures or other improvement(s) to the Property of any kind whatsoever whether above or below grade, including, but not limited to, buildings, utility driveways, parking areas, landscaping, signs, site lighting, site grading and earth movement and any exterior additions, changes or alterations thereto, whether original or future construction.

"Limited Common Elements" means the Limited Common Elements as defined in the Act and shall further also include the balconies, if any, and heating and air conditions components designed for the use of an individual Unit together with all necessary ducting, piping, wiring, controls, thermostats and similar installations usable in connection therewith. Exclusive use of the Limited Common Elements is limited to the Unit to which such Limited Common Elements are deemed to be appurtenant.

"Master Deed" shall mean this Master Deed and Declaration of Covenants, Conditions and Restrictions and all Exhibits hereto as the same may now or hereafter be amended or supplemented.

"Member" means every Person who holds membership in the Association as provided in Article 3.

"Mortgage" means any recorded mortgage or deed of trust that encumbers a Condominium.

"Mortgagee" means a mortgagee under a Mortgage and includes the beneficiary under a deed of trust.

"Parking Area" means the off-street and assigned parking spaces that will be available to the Unit Owners for parking in accordance with and subject to the provisions of Section 4.5.

"Percentage Interest" means the percentage interest allocated to each Unit Owner in accordance with Section 3.2(a)

"Person" means a natural person, a corporation, a limited liability company, a partnership, a trustee, or any other legal entity.

"Property" means all the land and property described on EXHIBIT A, and any additional land that may be later submitted to Battery Place Condominiums in accordance with and by amendments to this Master Deed (the "Additional Land"), and all Improvements and structures erected, constructed or contained herein or thereon, including all Easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners.

"Residential Unit" means a Unit to be used and occupied independently as a residence by a single person or by family members, all of whom are related to each other by blood, adoption or marriage.

"Rules" means the rules and regulations to be adopted by the Association pursuant to Article 2.

"Supplemental Master Deed" means an amendment or supplement to this Master Deed, including any amendment or supplement filed pursuant to Article 8.

"Unit" means the elements of a Condominium which are not owned in common with other Unit Owners and the enclosed space together with the interior wall surfaces, ceilings and structural supports, floor surfaces, plumbing to its connection with the

main service line, electrical wiring to its connection with the individual meter. Each individual Unit shall consist of all the improvements and space therein with the boundary lines for that Unit, as set out on the plans attached as EXHIBIT B hereto, and each Unit has the number, location and dimensions shown on said plans. However, in interpreting deeds, leases, declarations and other plans, the existing physical boundaries of a Unit shall be conclusively presumed to be its boundaries, rather than the description expressed on a plat or in the deed due to the settling or lateral movement of a Condominium Building in which such Unit is located or because of minor variances between boundaries as shown on a plat or in the deed, lease or declaration and those plans of the Condominium Building as constructed.

"Unit Deed" means the deed of the Developer conveying a Unit to a Unit Owner.

"Unit Owner" means the Person or Persons whose estates or interests, individually or collectively, have an aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto, but shall not include those having an interest in a Unit merely as security for the performance of an obligation. Unless specifically provided otherwise herein, the Developer shall be deemed a Unit Owner as long as it is the record owner of any Unit.

ARTICLE 2

BATTERY PLACE CONDOMINIUMS AND THE ASSOCIATION FOR ITS MEMBERS

Section 2.1 Name and Description of the Condominium. The Condominium shall be known as Battery Place Condominiums and will be a residential use condominium complex.

Section 2.2 Description and Function of Association. The Association is a non-profit entity organized and existing under the laws of the State of Tennessee and is charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time; provided, however, that no Governing Documents other than this Master Deed shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Master Deed. The Association shall be responsible for the management, maintenance, operation and control of the Property and will be the primary entity responsible for enforcing the provisions of this Master Deed and such Rules regulating the use of the Property as the Board may hereafter adopt.

Section 2.3 General Duties and Powers. In addition to the duties and powers enumerated in the Charter and By-laws, copies of which are attached hereto as EXHIBIT C, and elsewhere is this Master Deed, and without limiting the generality of such duties and powers, the Association acting through the Board shall:

(a) Maintain, repair, replace, construct, reconstruct, improve, and otherwise manage all of the Common Elements so as to keep them in good repair and condition and shall conduct such other activities as may be determined by the Association to promote the health, safety, and welfare of the Unit Owners. Any action necessary or appropriate to the maintenance and upkeep of the Common Elements shall be taken by the Association only.

(b) Contract for goods and/or services for all Common Elements and the Association in connection with the performance of the administrative and managerial duties of the Association.

(c) Contract and pay for casualty, liability, property damage and other insurance on behalf of the Association to insure against claims which may arise against the Members, Association, Developer and Board.

(d) Pay any real and personal property taxes and other assessments that are or could become a lien upon any of the Common Elements, unless separately assessed to the Unit Owners.

(e) Fix, levy, collect and enforce the collection of all charges, dues, or assessments made pursuant to the terms of this Master Deed.

(f) Prepare and review-budgets and financial statements as prescribed in the By-laws.

(g) Delegate to committees, officers, employees or agents any of the Association's duties or powers under this Master Deed, the Charter, By-laws or Rules.

(h) Formulate and adopt rules and regulations to guide and direct operations in all Common Areas maintained or controlled by the Association.

(i) Employ professionals and consultants to advise and assist the officers and Board in the performance of their duties and responsibilities for the Association.

(j) Enter upon any Limited Common Elements as necessary in connection with construction, maintenance or emergency repair for the benefit of any of the Common Elements or the Unit Owners in common.

(k) Maintain any property or facilities owned by the Developer and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and Unit Owners, such property and facilities to remain a part of the area to be maintained by the Association until such time as Developer revokes the privilege of use and enjoyment by written notice to the Association.

(l) Purchase, hold, or dispose of any real or personal property in connection with the affairs of the Association.

(m) Execute such documents and perform such acts as may be necessary or appropriate to accomplish its administrative or managerial duties.

Section 2.4 Maintenance of Unit Owner's Property. If a Unit Owner fails to properly perform his maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Unit Owner in accordance with Article 6. The Association shall afford the Unit Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

Section 2.5 Implied Rights; Board Authority. The Association may exercise any other right or power given to it expressly by this Master Deed or the By-laws, or reasonably implied from, or reasonably necessary to effectuate any such right or power. Except as otherwise specifically provided in this Master Deed, the Charter, By-laws, the Rules or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

Section 2.6 General Limitations on Powers. In limitation of the powers and duties delegated to the Association in the By-laws or this Master Deed, the Association shall be prohibited from taking any of the following actions except with the vote or written consent of the Members whose aggregate Percentage Interest, as defined herein and set forth in EXHIBIT D, is more than fifty percent (50%):

(a) Incur aggregate expenditures of the kind described in Section 6.4 hereof in any fiscal year in excess of Five Thousand and no/100 Dollars (\$5,000.00); provided, however, starting with the fiscal year that begins in 2007 and for each fiscal year thereafter, such amount shall be increased five percent (5%) each fiscal year.

(b) Sell any property of the Association during any fiscal year having an aggregate fair market value greater than Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), such amount shall be increased five percent (5%) each fiscal year.

(c) Pay compensation to directors or officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a director or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

Section 2.7 Enforcement by Developer. All of the covenants, conditions, and restrictions contained herein, including the power to impose sanctions for violations of this Master Deed, the By-laws, or Rules in accordance with procedures set forth in this Master Deed, the By-laws or Rules, shall be administered and enforced by the Developer until the Developer no longer owns a Unit or until the Developer transfers its rights to the Association, which shall thereafter exercise such responsibilities.

Section 2.8 Enforcement by Association. Following the Association being assigned the rights of the Developer as set forth in Section 2.7, the Association may impose sanctions for violations of this Master Deed, the By-laws, or Rules in accordance with procedures set forth in the By-laws, including the assessment of reasonable monetary fines and the suspension of the right to vote. In addition, the Association may exercise self-help to cure violations, and may suspend any services it provides to the Unit of any Unit Owner who is more than sixty (60) days delinquent in paying any assessment or other charge due the Association. The Board may seek relief in any court for violations or to abate nuisances.

Section 2.9 Rules. In addition to the use restrictions contained in this Master Deed and whether or not expressly contemplated herein, the Association shall have the power to adopt from time to time rules and regulations governing the use of the Common Elements, Household Pets and such other matters as the Association reasonable determines, provided that such rules and regulations shall not be inconsistent with this Master Deed (the "Rules"). The Rules shall have the same force and effect as if set forth herein and they shall not discriminate among Unit Owners. Any rule shall become effective fifteen (15) days after adoption or amendment and shall be mailed to all Unit Owners within ten (10) days after adoption or amendment (but failure to so mail a rule shall not prevent the rule from becoming effective). A copy of the Rules shall be retained by the secretary of the Association and shall be available for inspection by any Unit Owner during reasonable business hours.

Section 2.10 Managing Agent. The Board may, but shall not be required to, contract with an experienced professional management company to assist the Board in the management and operation of Battery Place Condominiums and may delegate such of its powers and duties to the management company as it deems to be appropriate except as limited herein. Only the Board can approve an annual budget or supplemental budget, and only the Board can impose an assessment on any Unit or authorize foreclosure of an assessment lien. Any contract with a management company, or any other contract to provide for services, shall have a term no longer than one (1) year (but may be renewable by agreement of the parties for successive one year periods) and shall be terminable by the Board without payment of a termination fee, with or without cause.

Section 2.11 Indemnification. The Association shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgement, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall be exclusive of any other rights to which any present or former officer, director, or committee members may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 2.12 Non-liability. Neither the Association nor the Board, and its members, officers or persons serving on a board-appointed committee shall be liable to any Unit Owner or to any other Person for any loss, damage or injury arising out of or resulting from their acts and omissions in performance of their respective powers and duties under this Master Deed.

Section 2.13 Insurance Coverage.

(a) For purposes of this Section 2.13 only, the term "Property" shall mean and include the real estate described on EXHIBIT A, the Common Elements and all other property of any kind or description which the Association possesses, maintains or controls. The Association shall obtain and pay the premiums for policies of insurance protecting at all times the Property and the Association, Developer, Unit Owners and their respective agents, representatives, employees, contractors, invitees, guests, licensees and tenants from the following risks and in the amounts so indicated:

(i) Casualty insurance covering the Property for (A) loss or damage by fire; (B) loss or damage from such other risks or hazards now or hereafter embraced by an "Extended Coverage Endorsement," including, but not limited to, windstorm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, smoke damage, water damage and debris removal; (C) loss for flood if the Property is in a designated flood or flood insurance area; and (D) loss or damage from such other risks or hazards with respect to Improvements and the use and occupancy to the Property that the Association determines to insure against. At all times such insurance coverage shall be in an amount equal to one hundred percent (100%) of the then "Full replacement Cost" of the Improvements. "Full Replacement Cost" shall be interpreted to mean the cost of replacing the Property, with deduction for depreciation or wear and tear, including costs attributable to upgrades required by changes in laws and regulations governing zoning, public access and accommodation, workplace conditions, public health or safety or similar matter, and it shall include, to the extent reasonably obtainable, a reasonable sum for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Property in the event of damage thereto or destruction thereof. Notwithstanding the foregoing, neither the Developer nor the Association is obligated to maintain any insurance, whatsoever, for any Unit or any improvements thereto.

(ii) Comprehensive general liability insurance against any loss, liability or damage on, about or relating to the Property, or any portion thereof, with a minimum single limit of not less than Two Million Dollars (\$2,000,000.00) for personal injury, bodily injury, death, or for damage or injury to or destruction of property (including the loss of use thereof) for any one accident or occurrence. Any such insurance obtained and maintained by the Association shall name as additional insureds Developer, the Board and its officers, employees of the Association and Unit Owners.

(iii) Worker's compensation insurance covering all persons employed in connection with any repair, maintenance, construction, reconstruction or alteration to the Property conducted or directed by the Association, and all employees and agents of other Persons with respect to whom death or bodily injury claims could be asserted against the Association, as required by applicable law.

(iv) After the Development Period, fidelity coverage naming the Association as an obligee to protect against dishonest acts by members of the Board, the Board's members and committee members, the Association's officers and employees, and all others who are responsible for handling Association funds in an amount at least equal to twelve (12) months of Regular Assessments on all Units, including contributions to reserves.

(v) Such other insurance and in such amounts against other insurable hazards which at the time are commonly insured against for similar types of Property of which the Association has an insurable interest.

(vi) Premiums for all insurance policies maintained by the Association shall be Common Expenses and shall be included in the Regular Assessment.

(vii) The insurance policies may contain a reasonable deductible which, in the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-laws, that the loss is the result of the negligence or willful conduct of one or more Unit Owners or occupants, then the Board may specifically access the full amount of such deductible against the Unit of such Unit Owner or occupant, pursuant to Section 6.5 hereof.

(viii) All insurance coverage obtained by the Association shall have an inflation guard endorsement, if reasonably available. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Hamilton County, Tennessee area.

(ix) All insurance coverage obtained by the Association shall:

(a) be written with a company authorized to do business in Tennessee which holds a Best's rating of A or better;

(b) vest in the Board exclusive authority to adjust losses;

(c) not be brought into contribution with insurance by Unit Owners, occupants, or their Mortgagees; and

(x) The Board shall use reasonable efforts to secure insurance policies containing endorsements that:

(a) waive subrogation as to any claims against the Developer, the Board and its officers, and the Unit Owners and their tenants, servants, agents, and guests;

(b) waive the insurer's rights to repair and reconstruct instead of paying cash;

(c) preclude cancellation, invalidation, suspension, or nonrenewal by the insurer on account of any one of more Unit Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(d) exclude individual Unit Owners' policies from consideration under any "other insurance" clause; and

(xi) require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification or nonrenewal.

ARTICLE 3

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership. Every person or entity who is a record Unit Owner of a fee interest in any Unit shall be a Member. Any person having an interest in a Unit merely as security for the performance of an obligation shall not be a Member. Membership in the Association and the right to vote shall be appurtenant to, and may not be separated from, the fee interest ownership of any Unit that is subject to assessment by the Association. Ownership of a Unit shall be the sole qualification for membership in the Association.

Section 3.2 Voting Rights.

(a) Members shall be entitled to a vote equal to the percentage interest allocated to the Unit owned by the Member. EXHIBIT D is a list of all Units by their identifying numbers and the percentage interest appurtenant to each Unit. The percentage interest appurtenant to each such Unit is derived from a fraction, the numerator of which is the number of square feet within the Unit and the denominator of which is the total number of square feet for all Units in Battery Place Condominiums (the "percentage Interest"). Such Percentage Interest represents the Unit Owner's ownership percentage of the undivided common interest in the Common Elements, the percentage vote that such Unit Owner shall have as a member in the Association, and the Unit Owner's percentage share of Assessments to be levied under Article 6 hereof.

(b) When more than one person holds an interest in a Unit, each such person shall be a Member and the vote for such Unit shall be exercised as they determine among themselves, but in no event shall they have a higher percentage of voting rights than the Percentage Interest assigned to their Unit.

(c) A Unit Owner's right to vote shall vest immediately upon and not before the date Regular Assessments are levied against such Unit Owner's Unit.

(d) Any provision in this Master Deed, the Charter or By-laws that requires a vote of the Members before action may be taken by the Association shall be authorized by the affirmative vote of Members whose aggregate Percentage Interests, as set forth in EXHIBIT D, is more than fifty percent (50%).

(e) As long as the Developer owns one or more units, it shall have the right to vote and shall have voting power equal to the aggregate share of Percentage Interests assigned to the Units owned by the Developer.

Section 3.3 Transfer of Members. The membership held by any Unit Owner of a Unit shall not be transferred, pledged or alienated in any way except upon the sale of the Unit and then only to the purchaser of the Unit. Any attempt to make a prohibited transfer will be void and will not be reflected upon the books or records of the Association. In the event any Unit Owner shall fail or refuse to transfer the membership registered to his name to the purchaser of his Unit, the Association shall have the right to record the transfer upon the books and records of the Association.

ARTICLE 4

RIGHTS, DUTIES AND OBLIGATIONS OF UNIT OWNERS

Section 4.1 Common Area.

(a) Every Unit Owner shall have a right and nonexclusive Easement of use, access, and enjoyment in and to the Common Area, and such Easement shall be appurtenant to and shall pass with the title to every Unit, subject to:

(i) This Master Deed, the By-laws and any other applicable restrictions;

(ii) Any restrictions or limitations contained in any deed conveying property to the Association;

(iii) The right of the Board to adopt rules regulating the use and enjoyment of the Common Elements;

(iv) The right of the Board to suspend the voting rights of a Unit Owner (A) for any period during which any Assessment or charge against such Unit Owner's Unit remains delinquent in excess of thirty (30) days, and (B) for a period not to exceed sixty (60) days for a single violation of the Rules; and for such period of time as the Board may determine in the case of any subsequent or continuing violation of the Master Deed, any applicable Supplemental Master Deed, the By-laws, or Rules of the Association after notice and a hearing pursuant to the By-laws;

(v) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Elements pursuant to Article 2;

(vi) The Easements, reservations and restrictions granted or provided for in this Master Deed or which may later be granted by Developer to the Board; or

(vii) Any limitations, restrictions or conditions affecting the use, enjoyment or maintenance of the Common Elements imposed by any governmental authority, whether by agreement with the Association, the Developer or otherwise.

(b) Any Unit Owner may extend the right of use and enjoyment to the members of his or her family, permitted lessees, and social invitees, subject to reasonable Board regulation. A Unit Owner who has the right to and does lease their Unit shall be deemed to have assigned all such rights to the lessees of such Unit.

Section 4.2 Taxes. Each Unit Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Unit, or personal property located on or in the Unit.

Section 4.3 Decorating and Maintenance. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit and within the Limited Common Elements serving his Unit, as may be required from time to time, including, but not limited to, painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, shutters, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Unit and all balconies, patios, decks, and terraces appurtenant thereto, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the Rules of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided and other than Limited Common Elements) and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses. Windows of a perimeter wall of a Unit or Limited Common Elements appurtenant to a Unit shall not be decorated with draperies, shutters, curtains, window shades or other coverings or accessories, in any manner which detracts from the appearance of Battery Place Condominiums, and the determination of the Board on such matters shall be final.

Section 4.4 Unit Owners Insurance.

(a) Every Unit Owner shall maintain comprehensive general public liability insurance coverage which policy must insure the Unit Owner and Association against any and all losses, claims, demands or actions arising from the Unit Owner's use, enjoyment and occupancy of the Unit, the Common Areas or adjacent property, or any portion thereof, with a minimum single limit of not less than Three Hundred Thousand and no/100 Dollars (\$300,000.00) for personal injury, bodily injury, death or for damage or injury to or destruction of property, (including the loss of use thereof) for any one accident or occurrence.

(b) Every Unit Owner shall obtain and maintain insurance upon his furniture, furnishings, household goods, appliances, fixtures, the Limited Common Elements appurtenant to his Unit, and all other personal property of the Unit Owner used, maintained, kept or stored in his Unit or on the Property against loss or damage by fire, windstorm or other casualties or causes for such amount as the Unit Owner may desire but in no event less than One Hundred Thousand and no/100 Dollars (\$100,000.00), in accordance with standard fire and extended coverage insurance policies in effect for multi-family dwelling homeowners.

(c) Each insurance policy required to be maintained by the Unit Owner hereunder shall contain the provision that they may not be cancelled or have a material change in coverage without first giving the Association not less than thirty (30) days prior written notice. Each Unit Owner shall furnish the Association with a certificate of insurance for each policy within thirty (30) days of the Unit owner's occupancy of his Unit.

Section 4.5 Parking. Without cost to the Unit Owner, one (1) assigned parking space will be allocated to each Unit in the parking area of the Property (the "Parking Area"). The rights of the Unit Owners and their guests and invitees shall be subject to the rights of the Developer set forth in this Master Deed and subject to any Rules applicable to the Parking Area and its use. As long as the Developer owns at least one (1) Unit, the Developer shall own and control the Parking Area, subject to the terms of this Declaration. The Parking Area shall be considered part of the Common Area for the purpose of assessments.

Section 4.6 Unit Owner's Compliance with Governing Documents. By acceptance of a deed to a Unit, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Unit Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to observe and comply with all terms of the Master Deed, By-laws, and all Rules duly promulgated by the Association. Each Unit Owner and occupant of a Unit shall comply strictly with the provisions of this Master Deed, the By-laws and all Rules as the same may be lawfully amended from time to time, and all decisions adopted pursuant to this Master Deed and the By-laws. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Association acting through the Board on behalf of the Unit Owners, or by any aggrieved Unit Owner on his own.

ARTICLE 5

RIGHTS DUTIES AND OBLIGATIONS OF UNIT OWNERS

Section 5.1 Creation of Obligation to Pay Assessment. The Developer, for each Unit to be constructed and owned within the Property, hereby covenants, and each Unit Owner of any Unit by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, are deemed to covenant and agree to pay to the Association: (a) Regular Assessments, (b) Special Assessments, and (c) Specific Assessments directly attributable to a Unit Owner. Such Assessments are to be fixed, established, and collected from time to time as provided in this Master Deed.

Section 5.2 Commercial Activities Prohibited by Residential Unit Owners. Residential Unit Owners shall not use their units or the Common Elements for or in connection with the conduct of any trade, business, professional or commercial activity of any kind or nature whatsoever.

Section 5.3 deleted

Section 5.4 No Partition. The Common Elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership thereof so long as the Common Elements are used for a horizontal property regime, and in any event, all Mortgagees must be paid in full prior to bringing an action for partition or the consent of the Mortgagee must be first obtained.

Section 5.5 Leasing Restrictions. Each lease or rental agreement for a Unit shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein, and the Association may take action to prescribe penalties for violations of the Governing Documents under the provisions of Section 2.8 hereof.

Section 5.6 Antennae. Without the prior written approval of the Developer as long as the Developer owns at least one (1) Unit, and thereafter without the prior written approval of the Board, no towers, antennae, aerials, satellite dishes or other facilities for the reception or transmission radio or television broadcasts, or other means of communication shall be erected and maintained or permitted to be erected and maintained on or projecting from a Unit including any balconies or porches, the Common Area, the roof of a Condominium Building or by use of underground conduits.

Section 5.7 Nuisances. No noxious or offensive activity shall be carried on upon in any Unit or Common Area, nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the Unit Owners or the occupants of the Units.

Section 5.8 Signs. No sign or other advertising device of any nature whatsoever shall be placed or maintained on or at any Unit except: (i) with prior written approval of the Developer as long as the Developer owns at least one (1) Unit, and thereafter with the prior written approval of the Board, (ii) the signage complies with applicable governmental requirements and (iii) the signage is compatible with all other signage. Notwithstanding the foregoing, Developer or its designees may erect and maintain upon the Property such signs and other advertising devices as it may deem necessary to sell and market the Units to be constructed on the Property.

Section 5.9 No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon Property which may damage or interfere with any Easement or the installation or maintenance of utilities, or which may unreasonable change, obstruct, or retard direction or flow of any drainage channels.

Section 5.10 Variances. The Board may allow reasonable variances and relief from these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or diminish the use and enjoyment of other Unit Owners.

Section 5.11 Rights and Obligations of Mortgagees. The holder of a Mortgage shall not, by reason of the security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money. At such time as a Mortgagee shall become an owner of a Unit previously encumbered by a Mortgage, the Mortgagee may exercise any or all of the rights and privileges of the Unit Owner of the previously encumbered Unit, including the right to vote in the Association, and the Mortgagee shall be subject to all of the terms, conditions and restrictions contained in this Master Deed, including the obligation to pay for all Assessments and charges in the same manner as any Unit Owner.

Section 5.12 Pets. Subject to the Rules, Unit Owners shall be allowed to keep Household Pets. Any animal that does not clearly qualify as a Household Pet must be approved by the Association.

ARTICLE 6

ASSESSMENTS

Section 6.1 Authority to Levy Assessments. Assessments shall be levied by the Association to meet the expenses and other costs and financial needs of the Association. All funds collected by the Association through assessments shall be used exclusively to promote the recreation, health, safety and welfare of the Unit Owners within the Property, for the maintenance and improvement of the Common Elements, to defray the Association's costs of administration, and for the other purposes set forth in this Master Deed and in the Charter and By-laws of the Association, as the same may from time to time be supplemented and amended.

Section 6.2 Apportionment. An assessment is defined for purposed of this Master Deed as that sum which must be levied against the Units in order to raise the total amount necessary to pay the actual or estimated Common Expenses or other costs for which the assessment is being made. Regular Assessments shall be levied against all Units within the Property, and the portion of the aggregate Common Expenses to be paid by each Unit Owner shall be determined by the Percentage Interest assigned to the Unit in EXHIBIT D attached hereto, which shall be amended to increase or decrease the percentage proportionately if any Unit is enlarged or reduced.

Section 6.3 Regular Assessments. Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses to be incurred by the Association during such year in performing its functions under this Master Deed and the Charter and By-laws of the Association, including a reasonable provision for contingencies, less any expected income and any surplus from the prior year's fund. A Regular Assessment sufficient to pay such estimated net Common Expenses shall then be levied against all Units as provided in Section 6.2 above. If the sums collected prove inadequate for any reason, including nonpayment of any Special or Specific Assessments, the Board may, at any time and from time to time, levy Special Assessments as provided in Section 6.4 below to make up for such deficiency.

Section 6.4 Special Assessments. In addition to the Regular Assessments authorized above, the Board may establish, levy and collect Special Assessments against the Units as follows:

(a) for the purpose of the defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement for the Common Area, including the necessary fixtures and personal property related thereto, subject to the limitations of the powers of the Board set forth in Section 2.6;

(b) to cover unbudgeted Common Expenses or Common Expenses in excess of those budgeted as part of the Regular Assessments under Section 6.3 above; or

(c) to enable the Board to carry out the functions of the Association under this Master Deed and under the Charter and By-laws of the Association.

Section 6.5 Specific Assessments. The Board shall have the power to levy Specific Assessments against a particular Unit or Units constituting less than all Units within the Property as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit or occupants thereof upon request of the Unit Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Unit Owners (which might include, without limitation, handyman service, pest control, etc.), which Assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Unit Owner, and

(b) to cover costs incurred in bringing the Unit into compliance with the terms of this Master Deed, any applicable Supplemental Master Deed, the By-laws or Rules or costs incurred as a consequence of the conduct of the Unit Owner or occupants of the Unit, their licensees, invitees, or guests; provided, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing before levying a Specific Assessment under this subsection (b).

Section 6.6 Notice and Time for Payment of Assessments. The Board shall fix the date by which any Regular, Special or Specific Assessment or any installment thereof shall be paid to the Association. The Board may require that any such Assessments be paid in monthly, quarterly, or semiannual installments, or in such other manner as the Board may deem appropriate in its sole and absolute discretion. Written notice shall be given to each member at such member's last known address as indicated by the Association's records, of the amount of any Regular, Special or Specific Assessment and when it is due; provided, however, that the failure of any Unit Owner to be sent or to receive such notice shall not, in any manner, excuse or postpone such Unit Owner's obligation to pay any such assessment when due.

Section 6.7 Commencement of Assessments. Liability of a Unit Owner for Assessments shall commence on the first day of the calendar month following the date upon which any instrument of transfer to such Unit Owner becomes operative (such as the date of a deed, the date of death in the case of a transfer by will or intestate succession, etc.) and, if earlier, the first day of the calendar month following the first occupancy of a Unit by a Unit Owner. The Association may in the Rules provide for an administratively convenient date for commencement of Assessments that is not more than thirty (30) days after the effective date established above. The due dates of any Special Assessment payment shall be fixed by the Association at the time it authorizes such Special Assessment.

Section 6.8 Interest and Late Charges. If any Assessment, whether Regular, Special or Specific, is not paid within thirty (30) days after it is due, such Assessment shall bear interest at the rate of eighteen percent (18%) per annum, or at such lower or higher rate as the Board may designate from time to time, compounded annually, from the date it became due; and the Unit Owner owing such Assessment may be required to pay a late charge at such uniform rate as the Board may designate from time to time.

Section 6.9 Assessment Lien. The amount of any delinquent Assessments, whether Regular, Special or Specific and any interest thereon and any late charge attributable thereto, plus the cost of collecting the same, including reasonable attorneys' fees, shall constitute a lien upon the Unit upon which such assessment was levied. To evidence such lien, the Board may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Unit Owner, and a description of the Unit subject to the Assessment, and record the same in the Register's Office of Hamilton County, Tennessee. Such Assessment lien shall attach from the due date of the assessment(s) it secures and may be enforced by foreclosure on the Unit of the defaulting Unit Owner by the Association in the same manner as is provided by the laws of the State of Tennessee for the foreclosure of mortgages on real property. In the event of any such foreclosure, the Unit Owner shall be liable for all amounts secured by the assessment lien, plus the costs and expenses of such proceedings, the costs and expenses for filing the notice of the lien, and all reasonable attorney's fees in connection therewith. By acquiring ownership of any Unit subject to Assessment as provided for herein, the Unit Owner shall thereby be deemed to have waived and released any and all rights and claims said Unit Owner may have in and to said Unit as a homestead exemption or other exemption, said waiver and release to be applicable only in an action to foreclose the Assessment lien.

Section 6.10 Personal Obligation. In addition to the Unit becoming subject to an assessment lien, the amount of any Assessment and the interest thereon and all other charges incident thereto shall also be a personal and individual debt of the Unit Owner of the Unit against which the Assessment was made. No Unit Owner may become exempt from liability for an Assessment by abandonment or waiver of the use and enjoyment of the Association property or by abandonment of his Unit. A suit to recover a money judgement for unpaid Assessments and all interest and other incidental charges, together with all court costs and reasonable attorneys' fees incurred in connection with such suit, shall be maintainable by the Association without foreclosing or waiving the Assessment lien provided herein. A purchaser or other Person acquiring ownership of any Unit subject to Assessment shall be jointly and severally liable with the prior Unit Owner for all unpaid Assessments, interest and incidental charges due with respect to the Unit prior to the time of conveyance, without prejudice to the right of such purchaser or other Person to recover from the prior Unit Owner the amount paid for such Assessments, interest and incidental charges.

Section 6.11 Association's Right of Acceleration Upon Default. In addition to the other remedies provided for the Association upon default of a Unit Owner in the payment of any Regular, Special or Specific Assessment or any installment thereof, the Association shall have the immediate right to accelerate the total amount of such Regular, Special or Specific Assessment as remains outstanding at the time of such default. This right of acceleration in the event of default shall apply whether the Association pursues the obligation personally against the Unit Owner or through foreclosure of the Unit Owner's Unit, as provided herein.

Section 6.12 Suspension for Non-Payment of Assessment. If a Unit owner shall be in arrears in the payment of any Assessment due or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of thirty (30) days, said Unit Owner's voting rights shall, without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Unit Owner is relieved of liability for Assessments by non-use of the Common Elements or by abandonment of a Unit.

Section 6.13 Subordination of Assessment Liens. The Liens for Assessments provided for in this Master Deed shall be subordinate to the lien of any Mortgage or other security interest placed upon the Property or a Unit as a construction loan security interest, as a purchase money security interest or

as a home equity loan, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest. The sale or transfer of any Unit or any interest therein shall not affect the liens provided for in this Master Deed except as otherwise specifically provided for herein, and in the case of a transfer of a Unit for purposes of realizing a security interest, liens shall arise against the Unit for any Assessment payments coming due after the date of completion of foreclosure (including the expiration date of any period of redemption).

ARTICLE 7

EASEMENT AND RIGHTS RESERVED BY DEVELOPER

Section 7.1 Additional Covenants and Easements. The Developer may unilaterally subject any portion of the Property submitted by this Master Deed and any additional land that may later be submitted by Supplemental Master Deed to additional covenants and Easements, including covenants obligating the Association to maintain and insure such Property on behalf of the Unit Owners and obligating such Unit Owners to pay the costs incurred by the Association. Such additional covenants and Easements shall be set forth in a Supplemental Master Deed filed either concurrent with or after the submission of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Developer.

Section 7.2 Easements to Serve Additional Property. The Developer hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, an Easement over the Common Area for the purposes of enjoyment, use, access, and development of any additional land, whether or not such property is made subject to this Master Deed or any subsequent Supplemental Master Deed. Developer agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of other activities connected with development of any additional land.

Section 7.3 Easements for Utilities, Etc.

(a) There are hereby reserved unto Developer, so long as the Developer owns a Unit described on EXHIBIT D of this Master Deed, the Association, and the successors and assigns of each access and maintenance Easements upon, across, over, and under all of the Property to the extent reasonably necessary for the purpose of installing, replacing, repairing, and maintaining all sewer, water, power and telephone, pipes, lines, mains, conduits, poles, transformers, cable television systems, master


Deposit Image Report

From 4/6/2016 to 4/6/2016

Date: 4/6/2016

Deposit Timestamp:	4/6/2016 4:41:53 PM	Deposit Date:	4/6/2016	Deposit Acct #:	Escrow Account 76953	Deposit Status:	Closed
Number of Debits:	1	Deposit Total:	\$1,000.00	Tracking #:	829 207 592	Customer Name:	Remax Renaissance Realtors

Capture Sequence # 1602600016001, Amount Deposited \$1,000.00, Serial #



Virtual Deposit Ticket
Cohutsa Banking Company

Remax Renaissance Realtors
2016/04/06 15:42:13

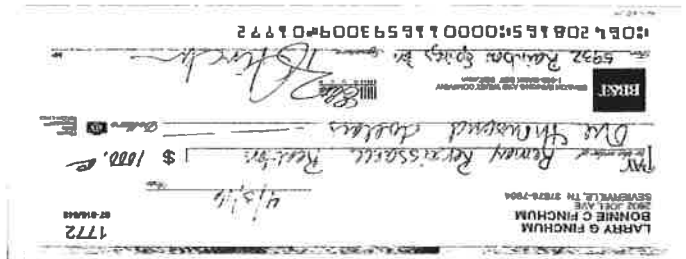
\$1,000.00



Virtual Deposit Ticket
Cohutsa Banking Company

5844888800076953 754 000010000 5844888800076953 754 000010000

Capture Sequence # 1602600016010, Amount Deposited \$1,000.00, Serial # 01772



FOR DEPOSIT ONLY
Remax Renaissance Realtors
Escrow Account 76953
100076953

RETURN
PTAI

MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BATTERY PLACE CONDOMINIUMS

Battery Place Condominiums, LLC, a Tennessee limited liability company (the "Developer"), pursuant to the provisions of the Tennessee Horizontal Property Act, Tennessee Code Annotated sections 66-27-101, et seq., as amended (hereinafter referred to as the "Act"), for the purpose of submitting the hereinafter described tract or parcel to a horizontal property regime, does hereby declare as follows:

WITNESSETH:

WHEREAS, Developer is the fee simple owner of a certain tract or parcel of land in Chattanooga, Hamilton County, Tennessee, which is more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference and the improvements presently located or to be constructed thereon as more particularly shown and described on the unit plan on EXHIBIT B attached hereto and incorporated herein by this reference, as well as the right to use certain driveways and parking areas that are a part of the Property as provided for herein; and

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WHEREAS, Developer desires, by recording this Master Deed and Declaration of Covenants, Conditions and restrictions (this "MASTER DEED"), to establish a horizontal property regime under the provisions of the Act to be known as "Battery Place Condominiums."

NOW, THEREFORE, Developer does hereby submit the Property, Improvements and Easements to this Master Deed and does hereby establish Battery Place Condominiums as a horizontal property regime under the Act. The Property, Improvements and Easements shall hereafter be subject to the provisions of the Act, this Master Deed and the Charter and the By-laws of Battery Place Condominium Owners Association, Inc. as hereinafter described.

ARTICLE 1

Instrument: 2006072800268
Book and Page: GI 8029 161
Deed Recording Fe \$345.00
Data Processing F \$2.00
Total Fees: \$347.00
User: TFREUDENBERG
Date: 28-JUL-2006
Time: 01:57:10
Contact: Pam Hurst, Register
Hamilton County Tennessee

DEFINITIONS

As used in this Master Deed the terms set forth below shall have the following meanings:

"Assessment" means any or all, as the context in which the term is used shall require, of the assessments defined below:

(a) "Regular Assessment" means a charge against each Unit Owner and the Unit Owner's Condominium representing that portion of the Common Expenses attributable to such Unit Owner and the Unit Owner's Condominium as provided for in this Master Deed, as more particularly described in Section 6.3.

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(b) "Special Assessment" means a charge levied in accordance with Section 6.4.

(c) "Specific Assessment" means a charge levied in accordance with Section 6.5.

"Association" means Battery Place Condominium Owners Association, Inc., a non-profit corporation formed pursuant to Tennessee law, of which all Unit Owners shall be Members, and which shall operate and manage Battery Place Condominiums.

"Board" means the governing body of the Association, as provided in this Master Deed and in the Charter and By-laws of the Association.

"Business" means and includes, without limitation, any occupation, work, or commercial activity undertaken on the ongoing basis which involves the merchandising, selling and promoting of goods and products and/or the rendering or providing of assistance, consultation and services to Persons for the purpose of generating a profit.

"By-laws" means the By-laws of the Association as amended from time to time.

"Charter" means the Charter of the Association as amended from time to time.

"Common Elements" means the entirety of the Property except the Units within a Condominium Building and without limiting the generality of the foregoing, specifically includes all structural projections within a Unit which are required for the support of a Condominium Building, gas, water and waste pipes, all sewers, all pipes, ducts, flues, chutes, conduits wires and other utility installations wherever located, all pipes, ducts, flues, chutes, conduits wires and other utility installations wherever located (except the outlets of such installations when located within the Units), the land upon which any structures are located, the foundations, floor slabs, all weight bearing walls and columns, roofs, common stairways, common corridors, entrances, exists, elevators, elevator shafts and elevator equipment, easements, and all other devices existing for the common use of the Unit Owners that are desirable or normally

of common use of necessary to the existence, upkeep, and safety of any Common Elements, The term "Common Area" may be used in the place of Common Elements when the context may require or be appropriate, but such term shall have this definition of Common Elements.

"Common Expenses" means the actual and estimated costs of maintenance, management, operation, and repair, reconstruction and replacement of the Common Elements and any property or facilities of the Association; unpaid Assessments; management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, management companies, accountants, attorneys and employees; utilities, garbage pick-up and disposal, landscaping and related services which benefit the Common Elements or property or facilities of the Association; insurance obtained pursuant to this Master Deed; adequate reserves as appropriate; taxes paid by the Association; amounts paid or incurred by the Association in collecting Assessments; and other expenses incurred by the Association for any reason in connection with any of the Common Elements, any property, or facilities of the Association, and in furthering the purposes of the Association or discharging the obligations imposed on the Association or the Board by this Master Deed, the Charter or the By-Laws.

"Condominium" means an estate in real property in Battery Place Condominiums consisting of a fractional undivided fee interest in common with the other Unit Owners in the Common Elements, together with a separate fee interest in a Unit and all appurtenant rights, title and interests (including, without limitation, the Limited Common Elements of the Unit). Such fractional undivided interest in common with each Unit Owner shall correspond to the Unit Owner's Percentage Interest (defined below) and shall not be changed except as provided in this Master Deed.

"Condominium Building" means the Improvements to be constructed on the Property that will contain the Residential Units.

"Developer" means Battery Place Condominiums, LLC, a Tennessee limited liability company, or any successor who becomes a legal or equitable owner of substantially all of the real estate comprising the Property not previously conveyed to Unit Owners.

"Development Period" shall mean and refer to that period of time beginning on the date of this Master Deed and ending one (1) year after a certificate of occupancy has been issued for each of the Units.

"Easement" shall mean a grant of one or more property rights by a property owner to and/or for use by the Developer, the Association, a Unit Owner, the public, or any other Person.

"Expandable Regime" means this horizontal property regime to which Additional Land, as defined in the "Property" definition, may be added and upon which additional Units, Common Elements and Limited Common Elements may be hereafter constructed or created to be governed by the provisions of this Master Deed, a Supplemental Master Deed and the Act.

"First Mortgagee" means the Mortgagee of a Mortgage that has priority over any other Mortgage encumbering a specific Condominium. "First Mortgage" means a Mortgage that has priority over any other Mortgage encumbering a specific Unit.

"Governing Documents" shall mean and refer to this Master Deed, any Supplemental Master Deeds, and the Charter and By-laws of the Association, as any of the foregoing may be amended from time to time, as well as Rules and such other documents lawfully adopted by the Board or the Unit Owners which further define and or limit the operations of Battery Place Condominiums.

"Household Pets" shall mean what are commonly considered to be domestic household animals, including fish, dogs, cats and birds. The term "Household Pet" shall not include exotic animals, farm animals, reptiles, swine, rabbits, chickens or ducks, all of which shall be prohibited from the Property.

"Improvement(s)" shall mean all structures or other improvement(s) to the Property of any kind whatsoever whether above or below grade, including, but not limited to, buildings, utility driveways, parking areas, landscaping, signs, site lighting, site grading and earth movement and any exterior additions, changes or alterations thereto, whether original or future construction.

"Limited Common Elements" means the Limited Common Elements as defined in the Act and shall further also include the balconies, if any, and heating and air conditions components designed for the use of an individual Unit together with all necessary ducting, piping, wiring, controls, thermostats and similar installations usable in connection therewith. Exclusive use of the Limited Common Elements is limited to the Unit to which such Limited Common Elements are deemed to be appurtenant.

"Master Deed" shall mean this Master Deed and Declaration of Covenants, Conditions and Restrictions and all Exhibits hereto as the same may now or hereafter be amended or supplemented.

"Member" means every Person who holds membership in the Association as provided in Article 3.

"Mortgage" means any recorded mortgage or deed of trust that encumbers a Condominium.

"Mortgagee" means a mortgagee under a Mortgage and includes the beneficiary under a deed of trust.

"Parking Area" means the off-street and assigned parking spaces that will be available to the Unit Owners for parking in accordance with and subject to the provisions of Section 4.5.

"Percentage Interest" means the percentage interest allocated to each Unit Owner in accordance with Section 3.2(a)

"Person" means a natural person, a corporation, a limited liability company, a partnership, a trustee, or any other legal entity.

"Property" means all the land and property described on EXHIBIT A, and any additional land that may be later submitted to Battery Place Condominiums in accordance with and by amendments to this Master Deed (the "Additional Land"), and all Improvements and structures erected, constructed or contained herein or thereon, including all Easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners.

"Residential Unit" means a Unit to be used and occupied independently as a residence by a single person or by family members, all of whom are related to each other by blood, adoption or marriage.

"Rules" means the rules and regulations to be adopted by the Association pursuant to Article 2.

"Supplemental Master Deed" means an amendment or supplement to this Master Deed, including any amendment or supplement filed pursuant to Article 8.

"Unit" means the elements of a Condominium which are not owned in common with other Unit Owners and the enclosed space together with the interior wall surfaces, ceilings and structural supports, floor surfaces, plumbing to its connection with the

main service line, electrical wiring to its connection with the individual meter. Each individual Unit shall consist of all the improvements and space therein with the boundary lines for that Unit, as set out on the plans attached as EXHIBIT B hereto, and each Unit has the number, location and dimensions shown on said plans. However, in interpreting deeds, leases, declarations and other plans, the existing physical boundaries of a Unit shall be conclusively presumed to be its boundaries, rather than the description expressed on a plat or in the deed due to the settling or lateral movement of a Condominium Building in which such Unit is located or because of minor variances between boundaries as shown on a plat or in the deed, lease or declaration and those plans of the Condominium Building as constructed.

"Unit Deed" means the deed of the Developer conveying a Unit to a Unit Owner.

"Unit Owner" means the Person or Persons whose estates or interests, individually or collectively, have an aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto, but shall not include those having an interest in a Unit merely as security for the performance of an obligation. Unless specifically provided otherwise herein, the Developer shall be deemed a Unit Owner as long as it is the record owner of any Unit.

ARTICLE 2

BATTERY PLACE CONDOMINIUMS AND THE ASSOCIATION FOR ITS MEMBERS

Section 2.1 Name and Description of the Condominium. The Condominium shall be known as Battery Place Condominiums and will be a residential use condominium complex.

Section 2.2 Description and Function of Association. The Association is a non-profit entity organized and existing under the laws of the State of Tennessee and is charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time; provided, however, that no Governing Documents other than this Master Deed shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Master Deed. The Association shall be responsible for the management, maintenance, operation and control of the Property and will be the primary entity responsible for enforcing the provisions of this Master Deed and such Rules regulating the use of the Property as the Board may hereafter adopt.

Section 2.3 General Duties and Powers. In addition to the duties and powers enumerated in the Charter and By-laws, copies of which are attached hereto as EXHIBIT C, and elsewhere is this Master Deed, and without limiting the generality of such duties and powers, the Association acting through the Board shall:

(a) Maintain, repair, replace, construct, reconstruct, improve, and otherwise manage all of the Common Elements so as to keep them in good repair and condition and shall conduct such other activities as may be determined by the Association to promote the health, safety, and welfare of the Unit Owners. Any action necessary or appropriate to the maintenance and upkeep of the Common Elements shall be taken by the Association only.

(b) Contract for goods and/or services for all Common Elements and the Association in connection with the performance of the administrative and managerial duties of the Association.

(c) Contract and pay for casualty, liability, property damage and other insurance on behalf of the Association to insure against claims which may arise against the Members, Association, Developer and Board.

(d) Pay any real and personal property taxes and other assessments that are or could become a lien upon any of the Common Elements, unless separately assessed to the Unit Owners.

(e) Fix, levy, collect and enforce the collection of all charges, dues, or assessments made pursuant to the terms of this Master Deed.

(f) Prepare and review-budgets and financial statements as prescribed in the By-laws.

(g) Delegate to committees, officers, employees or agents any of the Association's duties or powers under this Master Deed, the Charter, By-laws or Rules.

(h) Formulate and adopt rules and regulations to guide and direct operations in all Common Areas maintained or controlled by the Association.

(i) Employ professionals and consultants to advise and assist the officers and Board in the performance of their duties and responsibilities for the Association.

(j) Enter upon any Limited Common Elements as necessary in connection with construction, maintenance or emergency repair for the benefit of any of the Common Elements or the Unit Owners in common.

(k) Maintain any property or facilities owned by the Developer and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and Unit Owners, such property and facilities to remain a part of the area to be maintained by the Association until such time as Developer revokes the privilege of use and enjoyment by written notice to the Association.

(l) Purchase, hold, or dispose of any real or personal property in connection with the affairs of the Association.

(m) Execute such documents and perform such acts as may be necessary or appropriate to accomplish its administrative or managerial duties.

Section 2.4 Maintenance of Unit Owner's Property. If a Unit Owner fails to properly perform his maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Unit Owner in accordance with Article 6. The Association shall afford the Unit Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

Section 2.5 Implied Rights; Board Authority. The Association may exercise any other right or power given to it expressly by this Master Deed or the By-laws, or reasonably implied from, or reasonably necessary to effectuate any such right or power. Except as otherwise specifically provided in this Master Deed, the Charter, By-laws, the Rules or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

Section 2.6 General Limitations on Powers. In limitation of the powers and duties delegated to the Association in the By-laws or this Master Deed, the Association shall be prohibited from taking any of the following actions except with the vote or written consent of the Members whose aggregate Percentage Interest, as defined herein and set forth in EXHIBIT D, is more than fifty percent (50%):

(a) Incur aggregate expenditures of the kind described in Section 6.4 hereof in any fiscal year in excess of Five Thousand and no/100 Dollars (\$5,000.00); provided, however, starting with the fiscal year that begins in 2007 and for each fiscal year thereafter, such amount shall be increased five percent (5%) each fiscal year.

(b) Sell any property of the Association during any fiscal year having an aggregate fair market value greater than Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), such amount shall be increased five percent (5%) each fiscal year.

(c) Pay compensation to directors or officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a director or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

Section 2.7 Enforcement by Developer. All of the covenants, conditions, and restrictions contained herein, including the power to impose sanctions for violations of this Master Deed, the By-laws, or Rules in accordance with procedures set forth in this Master Deed, the By-laws or Rules, shall be administered and enforced by the Developer until the Developer no longer owns a Unit or until the Developer transfers its rights to the Association, which shall thereafter exercise such responsibilities.

Section 2.8 Enforcement by Association. Following the Association being assigned the rights of the Developer as set forth in Section 2.7, the Association may impose sanctions for violations of this Master Deed, the By-laws, or Rules in accordance with procedures set forth in the By-laws, including the assessment of reasonable monetary fines and the suspension of the right to vote. In addition, the Association may exercise self-help to cure violations, and may suspend any services it provides to the Unit of any Unit Owner who is more than sixty (60) days delinquent in paying any assessment or other charge due the Association. The Board may seek relief in any court for violations or to abate nuisances.

Section 2.9 Rules. In addition to the use restrictions contained in this Master Deed and whether or not expressly contemplated herein, the Association shall have the power to adopt from time to time rules and regulations governing the use of the Common Elements, Household Pets and such other matters as the Association reasonable determines, provided that such rules and regulations shall not be inconsistent with this Master Deed (the "Rules"). The Rules shall have the same force and effect as if set forth herein and they shall not discriminate among Unit Owners. Any rule shall become effective fifteen (15) days after adoption or amendment and shall be mailed to all Unit Owners within ten (10) days after adoption or amendment (but failure to so mail a rule shall not prevent the rule from becoming effective). A copy of the Rules shall be retained by the secretary of the Association and shall be available for inspection by any Unit Owner during reasonable business hours.

Section 2.10 Managing Agent. The Board may, but shall not be required to, contract with an experienced professional management company to assist the Board in the management and operation of Battery Place Condominiums and may delegate such of its powers and duties to the management company as it deems to be appropriate except as limited herein. Only the Board can approve an annual budget or supplemental budget, and only the Board can impose an assessment on any Unit or authorize foreclosure of an assessment lien. Any contract with a management company, or any other contract to provide for services, shall have a term no longer than one (1) year (but may be renewable by agreement of the parties for successive one year periods) and shall be terminable by the Board without payment of a termination fee, with or without cause.

Section 2.11 Indemnification. The Association shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall be exclusive of any other rights to which any present or former officer, director, or committee members may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 2.12 Non-liability. Neither the Association nor the Board, and its members, officers or persons serving on a board-appointed committee shall be liable to any Unit Owner or to any other Person for any loss, damage or injury arising out of or resulting from their acts and omissions in performance of their respective powers and duties under this Master Deed.

Section 2.13 Insurance Coverage.

(a) For purposes of this Section 2.13 only, the term "Property" shall mean and include the real estate described on EXHIBIT A, the Common Elements and all other property of any kind or description which the Association possesses, maintains or controls. The Association shall obtain and pay the premiums for policies of insurance protecting at all times the Property and the Association, Developer, Unit Owners and their respective agents, representatives, employees, contractors, invitees, guests, licensees and tenants from the following risks and in the amounts so indicated:

(i) Casualty insurance covering the Property for (A) loss or damage by fire; (B) loss or damage from such other risks or hazards now or hereafter embraced by an "Extended Coverage Endorsement," including, but not limited to, windstorm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, smoke damage, water damage and debris removal; (C) loss for flood if the Property is in a designated flood or flood insurance area; and (D) loss or damage from such other risks or hazards with respect to Improvements and the use and occupancy to the Property that the Association determines to insure against. At all times such insurance coverage shall be in an amount equal to one hundred percent (100%) of the then "Full replacement Cost" of the Improvements. "Full Replacement Cost" shall be interpreted to mean the cost of replacing the Property, with deduction for depreciation or wear and tear, including costs attributable to upgrades required by changes in laws and regulations governing zoning, public access and accommodation, workplace conditions, public health or safety or similar matter, and it shall include, to the extent reasonably obtainable, a reasonable sum for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Property in the event of damage thereto or destruction thereof. Notwithstanding the foregoing, neither the Developer nor the Association is obligated to maintain any insurance, whatsoever, for any Unit or any improvements thereto.

(ii) Comprehensive general liability insurance against any loss, liability or damage on, about or relating to the Property, or any portion thereof, with a minimum single limit of not less than Two Million Dollars (\$2,000,000.00) for personal injury, bodily injury, death, or for damage or injury to or destruction of property (including the loss of use thereof) for any one accident or occurrence. Any such insurance obtained and maintained by the Association shall name as additional insureds Developer, the Board and its officers, employees of the Association and Unit Owners.

(iii) Worker's compensation insurance covering all persons employed in connection with any repair, maintenance, construction, reconstruction or alteration to the Property conducted or directed by the Association, and all employees and agents of other Persons with respect to whom death or bodily injury claims could be asserted against the Association, as required by applicable law.

(iv) After the Development Period, fidelity coverage naming the Association as an obligee to protect against dishonest acts by members of the Board, the Board's members and committee members, the Association's officers and employees, and all others who are responsible for handling Association funds in an amount at least equal to twelve (12) months of Regular Assessments on all Units, including contributions to reserves.

(v) Such other insurance and in such amounts against other insurable hazards which at the time are commonly insured against for similar types of Property of which the Association has an insurable interest.

(vi) Premiums for all insurance policies maintained by the Association shall be Common Expenses and shall be included in the Regular Assessment.

(vii) The insurance policies may contain a reasonable deductible which, in the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-laws, that the loss is the result of the negligence or willful conduct of one or more Unit Owners or occupants, then the Board may specifically access the full amount of such deductible against the Unit of such Unit Owner or occupant, pursuant to Section 6.5 hereof.

(viii) All insurance coverage obtained by the Association shall have an inflation guard endorsement, if reasonably available. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Hamilton County, Tennessee area.

(ix) All insurance coverage obtained by the Association shall:

(a) be written with a company authorized to do business in Tennessee which holds a Best's rating of A or better;

(b) vest in the Board exclusive authority to adjust losses;

(c) not be brought into contribution with insurance by Unit Owners, occupants, or their Mortgagees; and

(x) The Board shall use reasonable efforts to secure insurance policies containing endorsements that:

(a) waive subrogation as to any claims against the Developer, the Board and its officers, and the Unit Owners and their tenants, servants, agents, and guests;

(b) waive the insurer's rights to repair and reconstruct instead of paying cash;

(c) preclude cancellation, invalidation, suspension, or nonrenewal by the insurer on account of any one of more Unit Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(d) exclude individual Unit Owners' policies from consideration under any "other insurance" clause; and

(xi) require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification or nonrenewal.

ARTICLE 3

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership. Every person or entity who is a record Unit Owner of a fee interest in any Unit shall be a Member. Any person having an interest in a Unit merely as security for the performance of an obligation shall not be a Member. Membership in the Association and the right to vote shall be appurtenant to, and may not be separated from, the fee interest ownership of any Unit that is subject to assessment by the Association. Ownership of a Unit shall be the sole qualification for membership in the Association.

Section 3.2 Voting Rights.

(a) Members shall be entitled to a vote equal to the percentage interest allocated to the Unit owned by the Member. EXHIBIT D is a list of all Units by their identifying numbers and the percentage interest appurtenant to each Unit. The percentage interest appurtenant to each such Unit is derived from a fraction, the numerator of which is the number of square feet within the Unit and the denominator of which is the total number of square feet for all Units in Battery Place Condominiums (the "percentage interest"). Such Percentage Interest represents the Unit Owner's ownership percentage of the undivided common interest in the Common Elements, the percentage vote that such Unit Owner shall have as a member in the Association, and the Unit Owner's percentage share of Assessments to be levied under Article 6 hereof.

(b) When more than one person holds an interest in a Unit, each such person shall be a Member and the vote for such Unit shall be exercised as they determine among themselves, but in no event shall they have a higher percentage of voting rights than the Percentage Interest assigned to their Unit.

(c) A Unit Owner's right to vote shall vest immediately upon and not before the date Regular Assessments are levied against such Unit Owner's Unit.

(d) Any provision in this Master Deed, the Charter or By-laws that requires a vote of the Members before action may be taken by the Association shall be authorized by the affirmative vote of Members whose aggregate Percentage Interests, as set forth in EXHIBIT D, is more than fifty percent (50%).

(e) As long as the Developer owns one or more units, it shall have the right to vote and shall have voting power equal to the aggregate share of Percentage Interests assigned to the Units owned by the Developer.

Section 3.3 Transfer of Members. The membership held by any Unit Owner of a Unit shall not be transferred, pledged or alienated in any way except upon the sale of the Unit and then only to the purchaser of the Unit. Any attempt to make a prohibited transfer will be void and will not be reflected upon the books or records of the Association. In the event any Unit Owner shall fail or refuse to transfer the membership registered to his name to the purchaser of his Unit, the Association shall have the right to record the transfer upon the books and records of the Association.

ARTICLE 4

RIGHTS, DUTIES AND OBLIGATIONS OF UNIT OWNERS

Section 4.1 Common Area.

(a) Every Unit Owner shall have a right and nonexclusive Easement of use, access, and enjoyment in and to the Common Area, and such Easement shall be appurtenant to and shall pass with the title to every Unit, subject to:

(i) This Master Deed, the By-laws and any other applicable restrictions;

(ii) Any restrictions or limitations contained in any deed conveying property to the Association;

(iii) The right of the Board to adopt rules regulating the use and enjoyment of the Common Elements;

(iv) The right of the Board to suspend the voting rights of a Unit Owner (A) for any period during which any Assessment or charge against such Unit Owner's Unit remains delinquent in excess of thirty (30) days, and (B) for a period not to exceed sixty (60) days for a single violation of the Rules; and for such period of time as the Board may determine in the case of any subsequent or continuing violation of the Master Deed, any applicable Supplemental Master Deed, the By-laws, or Rules of the Association after notice and a hearing pursuant to the By-laws;

(v) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Elements pursuant to Article 2;

(vi) The Easements, reservations and restrictions granted or provided for in this Master Deed or which may later be granted by Developer to the Board; or

(vii) Any limitations, restrictions or conditions affecting the use, enjoyment or maintenance of the Common Elements imposed by any governmental authority, whether by agreement with the Association, the Developer or otherwise.

(b) Any Unit Owner may extend the right of use and enjoyment to the members of his or her family, permitted lessees, and social invitees, subject to reasonable Board regulation. A Unit Owner who has the right to and does lease their Unit shall be deemed to have assigned all such rights to the lessees of such Unit.

Section 4.2 Taxes. Each Unit Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Unit, or personal property located on or in the Unit.

Section 4.3 Decorating and Maintenance. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit and within the Limited Common Elements serving his Unit, as may be required from time to time, including, but not limited to, painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, shutters, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Unit and all balconies, patios, decks, and terraces appurtenant thereto, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the Rules of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided and other than Limited Common Elements) and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses. Windows of a perimeter wall of a Unit or Limited Common Elements appurtenant to a Unit shall not be decorated with draperies, shutters, curtains, window shades or other coverings or accessories, in any manner which detracts from the appearance of Battery Place Condominiums, and the determination of the Board on such matters shall be final.

Section 4.4 Unit Owners Insurance.

(a) Every Unit Owner shall maintain comprehensive general public liability insurance coverage which policy must insure the Unit Owner and Association against any and all losses, claims, demands or actions arising from the Unit Owner's use, enjoyment and occupancy of the Unit, the Common Areas or adjacent property, or any portion thereof, with a minimum single limit of not less than Three Hundred Thousand and no/100 Dollars (\$300,000.00) for personal injury, bodily injury, death or for damage or injury to or destruction of property, (including the loss of use thereof) for any one accident or occurrence.

(b) Every Unit Owner shall obtain and maintain insurance upon his furniture, furnishings, household goods, appliances, fixtures, the Limited Common Elements appurtenant to his Unit, and all other personal property of the Unit Owner used, maintained, kept or stored in his Unit or on the Property against loss or damage by fire, windstorm or other casualties or causes for such amount as the Unit Owner may desire but in no event less than One Hundred Thousand and no/100 Dollars (\$100,000.00), in accordance with standard fire and extended coverage insurance policies in effect for multi-family dwelling homeowners.

(c) Each insurance policy required to be maintained by the Unit Owner hereunder shall contain the provision that they may not be cancelled or have a material change in coverage without first giving the Association not less than thirty (30) days prior written notice. Each Unit Owner shall furnish the Association with a certificate of insurance for each policy within thirty (30) days of the Unit owner's occupancy of his Unit.

Section 4.5 Parking. Without cost to the Unit Owner, one (1) assigned parking space will be allocated to each Unit in the parking area of the Property (the "Parking Area"). The rights of the Unit Owners and their guests and invitees shall be subject to the rights of the Developer set forth in this Master Deed and subject to any Rules applicable to the Parking Area and its use. As long as the Developer owns at least one (1) Unit, the Developer shall own and control the Parking Area, subject to the terms of this Declaration. The Parking Area shall be considered part of the Common Area for the purpose of assessments.

Section 4.6 Unit Owner's Compliance with Governing Documents. By acceptance of a deed to a Unit, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Unit Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to observe and comply with all terms of the Master Deed, By-laws, and all Rules duly promulgated by the Association. Each Unit Owner and occupant of a Unit shall comply strictly with the provisions of this Master Deed, the By-laws and all Rules as the same may be lawfully amended from time to time, and all decisions adopted pursuant to this Master Deed and the By-laws. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Association acting through the Board on behalf of the Unit Owners, or by any aggrieved Unit Owner on his own.

ARTICLE 5

RIGHTS DUTIES AND OBLIGATIONS OF UNIT OWNERS

Section 5.1 Creation of Obligation to Pay Assessment. The Developer, for each Unit to be constructed and owned within the Property, hereby covenants, and each Unit Owner of any Unit by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, are deemed to covenant and agree to pay to the Association: (a) Regular Assessments, (b) Special Assessments, and (c) Specific Assessments directly attributable to a Unit Owner. Such Assessments are to be fixed, established, and collected from time to time as provided in this Master Deed.

Section 5.2 Commercial Activities Prohibited by Residential Unit Owners. Residential Unit Owners shall not use their units or the Common Elements for or in connection with the conduct of any trade, business, professional or commercial activity of any kind or nature whatsoever.

Section 5.3 deleted

Section 5.4 No Partition. The Common Elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership thereof so long as the Common Elements are used for a horizontal property regime, and in any event, all Mortgagees must be paid in full prior to bringing an action for partition or the consent of the Mortgagee must be first obtained.

Section 5.5 Leasing Restrictions. Each lease or rental agreement for a Unit shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein, and the Association may take action to prescribe penalties for violations of the Governing Documents under the provisions of Section 2.8 hereof.

Section 5.6 Antennae. Without the prior written approval of the Developer as long as the Developer owns at least one (1) Unit, and thereafter without the prior written approval of the Board, no towers, antennae, aerials, satellite dishes or other facilities for the reception or transmission radio or television broadcasts, or other means of communication shall be erected and maintained or permitted to be erected and maintained on or projecting from a Unit including any balconies or porches, the Common Area, the roof of a Condominium Building or by use of underground conduits.

Section 5.7 Nuisances. No noxious or offensive activity shall be carried on upon in any Unit or Common Area, nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the Unit Owners or the occupants of the Units.

Section 5.8 Signs. No sign or other advertising device of any nature whatsoever shall be placed or maintained on or at any Unit except: (i) with prior written approval of the Developer as long as the Developer owns at least one (1) Unit, and thereafter with the prior written approval of the Board, (ii) the signage complies with applicable governmental requirements and (iii) the signage is compatible with all other signage. Notwithstanding the foregoing, Developer or its designees may erect and maintain upon the Property such signs and other advertising devices as it may deem necessary to sell and market the Units to be constructed on the Property.

Section 5.9 No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon Property which may damage or interfere with any Easement or the installation or maintenance of utilities, or which may unreasonable change, obstruct, or retard direction or flow of any drainage channels.

Section 5.10 Variances. The Board may allow reasonable variances and relief from these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or diminish the use and enjoyment of other Unit Owners.

Section 5.11 Rights and Obligations of Mortgagees. The holder of a Mortgage shall not, by reason of the security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money. At such time as a Mortgagee shall become an owner of a Unit previously encumbered by a Mortgage, the Mortgagee may exercise any or all of the rights and privileges of the Unit Owner of the previously encumbered Unit, including the right to vote in the Association, and the Mortgagee shall be subject to all of the terms, conditions and restrictions contained in this Master Deed, including the obligation to pay for all Assessments and charges in the same manner as any Unit Owner.

Section 5.12 Pets. Subject to the Rules, Unit Owners shall be allowed to keep Household Pets. Any animal that does not clearly qualify as a Household Pet must be approved by the Association.

ARTICLE 6

ASSESSMENTS

Section 6.1 Authority to Levy Assessments. Assessments shall be levied by the Association to meet the expenses and other costs and financial needs of the Association. All funds collected by the Association through assessments shall be used exclusively to promote the recreation, health, safety and welfare of the Unit Owners within the Property, for the maintenance and improvement of the Common Elements, to defray the Association's costs of administration, and for the other purposes set forth in this Master Deed and in the Charter and By-laws of the Association, as the same may from time to time be supplemented and amended.

Section 6.2 Apportionment. An assessment is defined for purposed of this Master Deed as that sum which must be levied against the Units in order to raise the total amount necessary to pay the actual or estimated Common Expenses or other costs for which the assessment is being made. Regular Assessments shall be levied against all Units within the Property, and the portion of the aggregate Common Expenses to be paid by each Unit Owner shall be determined by the Percentage Interest assigned to the Unit in EXHIBIT D attached hereto, which shall be amended to increase or decrease the percentage proportionately if any Unit is enlarged or reduced.

Section 6.3 Regular Assessments. Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses to be incurred by the Association during such year in performing its functions under this Master Deed and the Charter and By-laws of the Association, including a reasonable provision for contingencies, less any expected income and any surplus from the prior year's fund. A Regular Assessment sufficient to pay such estimated net Common Expenses shall then be levied against all Units as provided in Section 6.2 above. If the sums collected prove inadequate for any reason, including nonpayment of any Special or Specific Assessments, the Board may, at any time and from time to time, levy Special Assessments as provided in Section 6.4 below to make up for such deficiency.

Section 6.4 Special Assessments. In addition to the Regular Assessments authorized above, the Board may establish, levy and collect Special Assessments against the Units as follows:

(a) for the purpose of the defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement for the Common Area, including the necessary fixtures and personal property related thereto, subject to the limitations of the powers of the Board set forth in Section 2.6;

(b) to cover unbudgeted Common Expenses or Common Expenses in excess of those budgeted as part of the Regular Assessments under Section 6.3 above; or

(c) to enable the Board to carry out the functions of the Association under this Master Deed and under the Charter and By-laws of the Association.

Section 6.5 Specific Assessments. The Board shall have the power to levy Specific Assessments against a particular Unit or Units constituting less than all Units within the Property as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit or occupants thereof upon request of the Unit Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Unit Owners (which might include, without limitation, handyman service, pest control, etc.), which Assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Unit Owner, and

(b) to cover costs incurred in bringing the Unit into compliance with the terms of this Master Deed, any applicable Supplemental Master Deed, the By-laws or Rules or costs incurred as a consequence of the conduct of the Unit Owner or occupants of the Unit, their licensees, invitees, or guests; provided, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing before levying a Specific Assessment under this subsection (b).

Section 6.6 Notice and Time for Payment of Assessments. The Board shall fix the date by which any Regular, Special or Specific Assessment or any installment thereof shall be paid to the Association. The Board may require that any such Assessments be paid in monthly, quarterly, or semiannual installments, or in such other manner as the Board may deem appropriate in its sole and absolute discretion. Written notice shall be given to each member at such member's last known address as indicated by the Association's records, of the amount of any Regular, Special or Specific Assessment and when it is due; provided, however, that the failure of any Unit Owner to be sent or to receive such notice shall not, in any manner, excuse or postpone such Unit Owner's obligation to pay any such assessment when due.

Section 6.7 Commencement of Assessments. Liability of a Unit Owner for Assessments shall commence on the first day of the calendar month following the date upon which any instrument of transfer to such Unit Owner becomes operative (such as the date of a deed, the date of death in the case of a transfer by will or intestate succession, etc.) and, if earlier, the first day of the calendar month following the first occupancy of a Unit by a Unit Owner. The Association may in the Rules provide for an administratively convenient date for commencement of Assessments that is not more than thirty (30) days after the effective date established above. The due dates of any Special Assessment payment shall be fixed by the Association at the time it authorizes such Special Assessment.

Section 6.8 Interest and Late Charges. If any Assessment, whether Regular, Special or Specific, is not paid within thirty (30) days after it is due, such Assessment shall bear interest at the rate of eighteen percent (18%) per annum, or at such lower or higher rate as the Board may designate from time to time, compounded annually, from the date it became due; and the Unit Owner owing such Assessment may be required to pay a late charge at such uniform rate as the Board may designate from time to time.

Section 6.9 Assessment Lien. The amount of any delinquent Assessments, whether Regular, Special or Specific and any interest thereon and any late charge attributable thereto, plus the cost of collecting the same, including reasonable attorneys' fees, shall constitute a lien upon the Unit upon which such assessment was levied. To evidence such lien, the Board may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Unit Owner, and a description of the Unit subject to the Assessment, and record the same in the Register's Office of Hamilton County, Tennessee. Such Assessment lien shall attach from the due date of the assessment(s) it secures and may be enforced by foreclosure on the Unit of the defaulting Unit Owner by the Association in the same manner as is provided by the laws of the State of Tennessee for the foreclosure of mortgages on real property. In the event of any such foreclosure, the Unit Owner shall be liable for all amounts secured by the assessment lien, plus the costs and expenses of such proceedings, the costs and expenses for filing the notice of the lien, and all reasonable attorney's fees in connection therewith. By acquiring ownership of any Unit subject to Assessment as provided for herein, the Unit Owner shall thereby be deemed to have waived and released any and all rights and claims said Unit Owner may have in and to said Unit as a homestead exemption or other exemption, said waiver and release to be applicable only in an action to foreclose the Assessment lien.

Section 6.10 Personal Obligation. In addition to the Unit becoming subject to an assessment lien, the amount of any Assessment and the interest thereon and all other charges incident thereto shall also be a personal and individual debt of the Unit Owner of the Unit against which the Assessment was made. No Unit Owner may become exempt from liability for an Assessment by abandonment or waiver of the use and enjoyment of the Association property or by abandonment of his Unit. A suit to recover a money judgement for unpaid Assessments and all interest and other incidental charges, together with all court costs and reasonable attorneys' fees incurred in connection with such suit, shall be maintainable by the Association without foreclosing or waiving the Assessment lien provided herein. A purchaser or other Person acquiring ownership of any Unit subject to Assessment shall be jointly and severally liable with the prior Unit Owner for all unpaid Assessments, interest and incidental charges due with respect to the Unit prior to the time of conveyance, without prejudice to the right of such purchaser or other Person to recover from the prior Unit Owner the amount paid for such Assessments, interest and incidental charges.

Section 6.11 Association's Right of Acceleration Upon Default. In addition to the other remedies provided for the Association upon default of a Unit Owner in the payment of any Regular, Special or Specific Assessment or any installment thereof, the Association shall have the immediate right to accelerate the total amount of such Regular, Special or Specific Assessment as remains outstanding at the time of such default. This right of acceleration in the event of default shall apply whether the Association pursues the obligation personally against the Unit Owner or through foreclosure of the Unit Owner's Unit, as provided herein.

Section 6.12 Suspension for Non-Payment of Assessment. If a Unit owner shall be in arrears in the payment of any Assessment due or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of thirty (30) days, said Unit Owner's voting rights shall, without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Unit Owner is relieved of liability for Assessments by non-use of the Common Elements or by abandonment of a Unit.

Section 6.13 Subordination of Assessment Liens. The Liens for Assessments provided for in this Master Deed shall be subordinate to the lien of any Mortgage or other security interest placed upon the Property or a Unit as a construction loan security interest, as a purchase money security interest or

as a home equity loan, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest. The sale or transfer of any Unit or any interest therein shall not affect the liens provided for in this Master Deed except as otherwise specifically provided for herein, and in the case of a transfer of a Unit for purposes of realizing a security interest, liens shall arise against the Unit for any Assessment payments coming due after the date of completion of foreclosure (including the expiration date of any period of redemption).

ARTICLE 7

EASEMENT AND RIGHTS RESERVED BY DEVELOPER

Section 7.1 Additional Covenants and Easements. The Developer may unilaterally subject any portion of the Property submitted by this Master Deed and any additional land that may later be submitted by Supplemental Master Deed to additional covenants and Easements, including covenants obligating the Association to maintain and insure such Property on behalf of the Unit Owners and obligating such Unit Owners to pay the costs incurred by the Association. Such additional covenants and Easements shall be set forth in a Supplemental Master Deed filed either concurrent with or after the submission of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Developer.

Section 7.2 Easements to Serve Additional Property. The Developer hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, an Easement over the Common Area for the purposes of enjoyment, use, access, and development of any additional land, whether or not such property is made subject to this Master Deed or any subsequent Supplemental Master Deed. Developer agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of other activities connected with development of any additional land.

Section 7.3 Easements for Utilities, Etc.

(a) There are hereby reserved unto Developer, so long as the Developer owns a Unit described on EXHIBIT D of this Master Deed, the Association, and the successors and assigns of each access and maintenance Easements upon, across, over, and under all of the Property to the extent reasonably necessary for the purpose of installing, replacing, repairing, and maintaining all sewer, water, power and telephone, pipes, lines, mains, conduits, poles, transformers, cable television systems, master

television antenna systems, security and similar systems, roads, walkways, irrigation systems, drainage systems, street lights, signage, and any and all other appurtenances, equipment or machinery necessary or incidental to the proper functioning of the same which serve the Property, any Unit thereon, or any adjacent property of the Developer, and the Improvements thereto, including the right of ingress and egress. Should any governmental agency or utility company finishing one of the foregoing services hereafter request a specific Easement by a separate recordable instrument in connection with the furnishing of any such service, the Developer shall have the right to grant such Easement without payment of any consideration and without the prior consent of any Unit Owners. Any damage to a Unit resulting from the exercise of this Easement shall promptly be repaired by, and at the expense of, the Person exercising the Easement. The exercise of this Easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Unit Owner or occupant.

(b) In addition to the above provisions, upon the recording of this Master Deed, Developer specifically grants to the local water supplier, electric company, telephone company, cable television company, and natural gas supplier Easements across the Property for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes. However, the exercise of this Easement shall not extend to permitting entry to any Unit, nor shall any utilities be installed or relocated on the Property, except as approved by the Developer.

(c) The Developer, the Unit Owners and their respective successors and assigns shall have a blanket, perpetual and non-exclusive Easement in common in, upon, over, under, across and through the Property for surface water run-off and drainage caused by natural forces and elements, grading, and/or the Improvements located on the Property.

(d) Every Unit Owner shall also have a perpetual non-exclusive Easement to use and maintain all pipes, wires, ducts, cables, conduits and public utility lines which serve the Unit Owner and are located within the boundaries of his Unit.

Section 7.4 Association Grant of Easements. The right and authority of the Association to grant Easements that have been hereafter assigned to it by the Developer shall not be exercised unless approved by the affirmative vote of the Members whose aggregate amount of Percentage Interest, as set forth in EXHIBIT D, is more than sixty-six and two-thirds percent (66-2/3%) except that the granting of Easements by the Association for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not require such prior approval.

Section 7.5 Developer's Maintenance Easement. During the Development Period, the Developer may utilize portions of the Common Area to maintain such facilities and conduct such activities as, in the sole opinion of the Developer, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including but not limited to signs, model units, and sales offices. The Developer's right to use the Common Area for the purposes stated in this Section shall not unreasonably interfere with use of such Common Areas by Unit Owners.

Section 7.6 Party Walls.

(a) Each wall which is built as a part of the original construction of Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or acts or omissions shall apply thereto. There shall be no changes in, impairments of or permanent structural attachments made to any party wall unless expressly made in conformity with this Article and consented to by all Persons having an interest in the party wall. There shall be an Easement for reasonable repairs over the areas immediately adjacent to each side of all party walls for the benefit of all Persons having an interest therein; provided, however, that such Easement shall allow entry only at reasonable times and shall in no event be deemed to permit entry into the interior portions of any Unit except to the extent necessary to effect the required repairs. Any damage resulting from use of the Easement shall be repaired at the expense of the Unit Owner permitting or causing the same to occur.

(b) The Cost of reasonable repair and maintenance of a party wall shall be shared by the Unit Owners who make use of the wall in proportion to such use without prejudice, however, to the right of any such Unit Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(c) If a party wall is destroyed or damaged by fire or other casualty, any Unit Owner who has used the wall may restore it, and if the other Unit Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Unit Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) The right of any Unit Owner to contribution from any other Unit Owner under this Article shall be appurtenant to the land and shall pass to such Unit Owner's successors in title.

(e) With respect to a perimeter wall of a Unit that is shared with the owner of adjacent property, the Developer and/or Association, and not the Unit Owner, shall be jointly responsible along with the owner of the adjacent property for repair and maintenance of such party wall in accordance with the general rules of law applicable to party walls.

(f) Any Unit Owner having a party wall with an adjacent property owner accepts title to such Unit subject to the party wall rights and obligations set forth in this Section 7.6 and accepts the right of the Developer and/or Association to perform repairs, maintenance and reconstruction to the party wall. Provided, however, in the event of damage or destruction to the party wall caused by the Unit Owner, another occupant of the Unit, or by any agent or contractor of the Unit Owner, then the Unit Owner shall, at his expense, pay for and perform such repairs, maintenance and reconstruction to restore the party wall to its previous condition.

(g) The Easements and rights created by this Section 7.6 are and shall be perpetual and construed as a covenant running with the land and each and every successor in title of such a Unit shall hereafter be deemed to have accepted title with the understanding that he shall also be bound by the provisions hereof.

Section 7.7 Designation and Redesignation of Limited Common Elements. With respect to each of the Condominium Buildings now or hereafter constructed on the Property, as it now exists or as it may hereafter be expanded, Developer reserves the right to designate and redesignate Limited Common Elements as appurtenant to each Unit within a Condominium Building until such time as a deed from Developer to the first purchaser of a Unit is recorded, and for such purposes, Developer reserves the right to convert Common Elements into Limited Common Elements and to redesignate Limited Common Elements as Common Elements, provided that Developer shall first amend any plat previously recorded, or the Master Deed to effect such designations and redesignation, if necessary. In no event shall this Section confer upon Developer the right to alter Limited Common Elements assigned to previously deeded Units.

Section 7.8 Easements for Common Elements Maintenance. Perpetual non-exclusive Easements for ingress and egress over, under, across, in and upon the Property (but not so as to interfere with Improvements on the Property located in accordance with an approved parcel site plat) are hereby declared created and reserved by the Developer for the benefit and use of itself and/or the Association, as the case may be, their respective successors and assigns, agents and employees, to provide reasonable access to Common Areas and to enter upon the Properties for the purposes of performing the maintenance and related activities.

Section 7.9 Easements of Encroachment. There shall be reciprocal appurtenant Easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units due to the unintentional placement or settling or shifting of the Improvement constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an Easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, a Unit Owner, occupant, or the Association.

Section 7.10 Effect of Easements. All Easements provided for in this Article shall run with the land and bind all Unit Owners, their successors, assigns and successors in title, and the rights, reservations and privileges for the use and benefit of the Developer shall continue until they expire by their terms.

Section 7.11 Developer's Right to Control Association. Notwithstanding any provisions set forth in this Master Deed to the contrary, the Developer shall have the sole right to appoint, replace and remove all members of the Board until such time as the Developer has sold or transferred all Units. Accordingly, the Developer may effectively control the Association until that time.

Section 7.12 Duration of Reserved Rights. Unless otherwise stated in this Article, the rights reserved by the Developer herein shall continue until the Developer no longer retains ownership of any portion of the Property.

ARTICLE 8

RIGHTS TO MODIFY, RECONFIGURE OR EXPAND THE BATTERY PLACE BUILDING DEVELOPMENT

Section 8.1 Right to Modify or Reconfigure Unsold Units. The Developer hereby reserves the right, exercisable at its sole option, to modify or reconfigure any unsold Units. Upon any modification or reconfiguration of the unsold Units, Developer shall accordingly readjust the Percentage Interest for the modified or reconfigured Units. The total undivided Percentage Interest assigned to all Units in Battery Place Condominiums will, upon such modification or reconfiguration, continue to equal one hundred percent (100%). The readjusted Percentage Interest of a modified or reconfigured Unit shall be derived from a fraction, the numerator of which is the number of square feet within the Unit and the denominator of which is the total number of square feet for all Units in Battery Place Condominiums. Upon

any modification or reconfiguration, Developer shall record an amended plat or a supplemental or amended Master Deed, whereby the revised schedule of undivided Percentage Interests set forth therein shall automatically become effective for all purposes and shall fully supersede the schedule set forth on EXHIBIT D and any similar schedule which was contained in any prior Master Deed, supplemental or amended Master Deed, prior plat or supplemental plat.

Section 8.2 Right to Expand. The Developer hereby reserves the right, exercisable at its sole option, to expand from time to time to include additional Units, additional Limited Common Elements, and/or additional Common Elements to Battery Place Condominiums, provided that Developer's right of expansion shall be limited to expansion encompassed in supplements or amendments to this Master Deed. Notwithstanding any provision of the Act of this Master Deed that might be construed to the contrary, Developer shall not be required to expand the development, nor shall the exercise of any such right to expand obligate Developer to further expand the development. Further, the exercise of any such right to expand shall not be predicated upon the Developer first obtaining the consent or vote of any Unit Owner.

Section 8.3 Restrictions on Right of Expansion. If the Developer expands this horizontal property regime, the architectural design and quality of construction for the buildings and Improvements shall be compatible with the existing Condominium Buildings. At the time any additional land is submitted to construct additional Units within any portion of the Property, an amendment to this Master Deed will be executed and will set forth the following:

(a) A legal description by metes and bounds of such additional land submitted;

(b) A statement of the maximum number of Units that may be created within such additional land; and

(c) A description of all significant non-Unit improvements that may be made on such additional land.

Section 8.4 Recordation of Supplemental Documents:
Extension of Definitions.

(a) Expansion of the Developer's horizontal property regime shall be accomplished by the filing for record in the Office of the Register of Deeds of Hamilton county, Tennessee, from time to time an amendment or a supplement to this Master Deed containing a legal description of the site or sites for new Units and Limited Common Elements and Common Elements as was

required and set forth in this Master Deed and plat with respect to the Units and Common Elements herewith submitted to the horizontal property regime. Expansion may be accomplished in phases by successive supplements or by any one supplemental expansion, and the development shall be deemed expanded, as the case may be, from time to time, effective immediately upon any such recordation. Notwithstanding the foregoing, Developer shall have the right to record a final supplemental plat or Master Deed upon completion of all construction on all additional land for the purpose of consolidating previous plats and adequately describing Common Elements and Limited Common Elements that are designated and redesignated. Developer also has the right, without joinder by any other party, to amend and supplement this Master Deed and the plat as may be reasonably necessary or desirable to facilitate the practical administrative or functional integration of any phase of the development.

(b) In the event of the expansion of the horizontal property regime, the definitions used in this Master Deed automatically shall be extended to encompass and refer to the development as so expanded. All conveyances of Units after expansion of the horizontal property regime shall be deemed effective to transfer rights in the development as so expanded.

(c) All or such portion of any additional land, and the Units and Common Elements hereafter added on any additional land, shall be subject to the terms, conditions and restrictions and shall be entitled to the rights, benefits and privileges of this Master Deed and of any and all supplements thereto, and the development, as expanded from time to time, shall at all times constitute one and only one horizontal property regime under this Master Deed and the Act.

(d) Each deed of a Unit shall be deemed to irrevocably reserve for Developer the right to adjust, without the consent or joinder of any other party, the undivided Percentage Interest in the Common Elements previously assigned to each Unit and to appoint and reappoint to each such Unit and to all other Units, from time to time, the adjusted undivided Percentage Interest in the Common Elements to be set forth in supplemental or amended Master Deeds and plats, but solely for the purpose of conversion and/or expansion of the horizontal property regime. To this end, a power coupled with an interest which may not be revoked by death or otherwise is hereby granted to Developer, its successors and assigns, as attorney in fact, to adjust Percentage Interest in the Common Elements assigned to each Unit solely for the purpose of conversion and/or expansion of the horizontal property regime and to appoint Percentage Interest to new Units added in accordance with the provisions of this Master Deed, and each deed

of a Unit in the horizontal property regime shall be deemed a grant of such power to said attorney in fact. The undivided Percentage Interest in the Common Elements to be assigned or reassigned to each Unit shall be computed upon each such expansion, so that the total undivided Percentage Interest in the Common Elements assigned to all Units in Battery Place Condominiums will, upon such expansion of the horizontal property regime, continue to equal one hundred percent (100%). The readjusted Percentage Interest of each Unit Owner shall be derived from a fraction, the numerator of which is the number of square feet within the Unit and the denominator of which is the total number of square feet for all Units (pre-expansion and post-expansion) in the horizontal property regime. Upon the recordation of each supplemental or amended Master Deed or plat incident to any expansion of the horizontal property regime, the revised schedule of undivided Percentage Interest set forth therein shall automatically become effective for all purposes and shall fully supersede the schedule set forth on EXHIBIT D and any similar schedule which was contained in prior Master, supplemental or amended Master Deed, prior plat or supplemental or amended plat.

ARTICLE 9

DAMAGE AND DESTRUCTION

Section 9.1 Event of Damage or Destruction.

(a) Immediately after damage or destruction to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this Section, means repairing or restoring the Property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(b) If the damage or destruction occurs prior to the termination of the Development Period, the Developer shall have the right to decide if the Property will undergo repair or reconstruction. Thereafter, any damage to or destruction of the Common Elements shall be repaired or reconstructed unless the Members representing more than fifty percent (50%) of the Percentage Interest decide within sixty (60) days after the loss not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Elements shall be repaired or reconstructed.

(c) If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty- (60-) day period, then such period will be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days.

Section 9.2 Disbursements of Insurance Proceeds. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and placed in a capital improvements account.

Section 9.3 Repair and Reconstruction. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board shall levy Special Assessments against those Unit Owners responsible for the premiums for the applicable insurance coverage under Article 6.

ARTICLE 10

CONDEMNATION

Section 10.1 Condemnation. After expiration of the Development Period, if any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written consent of Members whose aggregate Percentage Interest, as set forth in EXHIBIT D is fifty percent (50%) or more) by any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to written notice. The award made for such taking shall be payable to the Association as trustee for all Unit Owners to be disbursed as follows:

(a) If the taking involves a portion of the Common Elements on which Improvements have been constructed, the Association shall restore or replace such Improvements on the remaining land included in the Common Area to the extent available, unless with sixty (60) days after such taking, the Members representing at least fifty percent (50%) of the total ownership of the Common Elements decide to place the award in a capital improvements account. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 9.2 and 9.3 regarding funds for the repair of damage or destruction shall apply.

(b) If the taking does not involve any Common Elements or Improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such

restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE 11

SALE OR LEASE OF A UNIT

Section 11.1 Sale or Lease to Family Members. With the exception of Section 11.2 below (unless otherwise specified), this Article 11 shall not apply to the transfer, sale or lease of a Unit by a Unit Owner to such Unit Owner's spouse, child, parent, grandparent, brother, sister, grandchild or descendant, or jointly to any of the foregoing enumerated family members of a Unit Owner and their respective spouses (all of the foregoing hereinafter collectively "Family Members"), or to any one or more of them, or to any trustee of a trust, the sole beneficiary of which is the Unit Owner or his Family Members or any one or more of them, or to any partnership of which the Unit Owner or his Family Members or any one or more of them are the sole partners. It is provided, however, that notice of such sale or lease shall be given by the Unit Owner to the Board within ten (10) days following the consummation of such sale or lease.

Section 11.2 Leases. A copy of the lease of a Unit or interest therein, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bounded by and subject to all of the obligations under the Master Deed, By-laws, and Rules of the Unit Owner making such lease, and the lease, if any, shall expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. Upon the expiration or termination of such lease, or in the event of any attempted assigning or subleasing thereunder, the provisions of this Section 11.2 shall again apply to said Unit or interest therein.

Section 11.3 Notice of Sale or Lease. Whenever a Unit Owner shall propose to sell or lease (such lease to be in accordance with Section 11.2 above) his Unit, or any interest therein, whether or not pursuant to arms length negotiations, to any Person or entity other than a Person or entity described in subsection 11.1 above, said Unit Owner shall give the Board written notice thereof prior to the proposed sale or lease, which notice shall briefly describe the type of sale or lease proposed by the Unit Owner and shall state the name, address, and occupation or employment, if any, of the proposed purchaser or lessee. The notice shall also include a copy of the proposed lease or contract for sale and other documents effecting said sale or lease and all pertinent terms and conditions of such sale

or lease. Such documentation shall include evidence that the Unit Owner has received a bona fide offer for such sale or lease, a bona fide offer being defined herein as an offer in writing, binding upon the offeror, and containing all of the pertinent terms and conditions of such sale or lease. For a period of ten (10) days following the date notice of said proposed sale or lease is given to the Board, the Association shall have the first and exclusive right, at its option, to purchase or lease, as the case may be, such Unit or interest therein from said Unit Owner upon the same terms and for the same amount described in said offer.

Section 11.4 First Option of Association. The Board shall have authority, on behalf of and in the name of the Association, to elect not to exercise the Association's first option hereunder, and shall give written notice of said election to the Unit Owner within ten (10) days following its receipt of the notice required above. The Association shall be deemed to have elected not to exercise its first option if either (i) the Board notifies the Unit Owner that the Association has elected not to exercise its option, or (ii) the Board fails to notify the Unit Owner, before the expiration of the applicable option period provided herein, that the Association elects to exercise its option.

Section 11.5 Sale or Lease in Accordance with Notice. If the Board elects not to exercise the Association's first option, the Unit Owner may proceed to close said proposed sale or lease upon the terms and conditions of the proposed contract for sale or lease provided that such Unit shall not be sold or leased to any Person other than the party designated to the Board in the Unit Owner's required notice nor for any lower purchase price or rental terms, as is appropriate, nor on any more favorable terms and conditions than those set forth in such notice required in Section 11.3 above. If, within ninety (90) days of the Board's decision not to exercise its option, the Unit is not sold or leased in accordance with the preceding sentence, said sale or lease of the Unit, or any interest therein, again shall become subject to the Association's right of first option, as provided herein. The right of first option of purchase or lease shall be a continuing right, and the nonexercise of the right shall not be deemed a waiver thereof against any subsequent Unit Owner.

Section 11.6 Certificate of Election Not to Exercise First Option. A certificate executed by the President, Vice-President, Secretary or other duly authorized officer of the Association certifying that the Association, by its Board, has elected not to exercise its first option shall be conclusive evidence of such election and of a Unit Owner's compliance with the provisions hereof. Such a certificate shall be furnished to a Unit Owner upon his compliance with the provisions hereof, provided the Unit Owner requests such certificate from the Association.

Section 11.7 Election to Exercise First Option. If the Board desires to exercise the Association's option to purchase or lease said Unit, then the Board shall notify the Unit Owner of its decision within the ten (10) day period set forth above. Thereafter, the Board shall promptly execute a purchase contract or a lease, as is appropriate, and shall consummate said contract to purchase or said lease in accordance with the terms of the bona fide offer of which the Unit Owner notified the Board pursuant to Section 11.3 above.

Section 11.8 Sale or Lease by Developer. A sale or lease of a Unit by the Developer shall not be subject to the provisions of this Article. The Developer reserves the right to sell or lease any unsold Unit owned by it under such terms and conditions as it shall deem proper.

Section 11.9 Sale or Lease by First Mortgagee. A sale or lease of a Unit or interest therein by a First Mortgagee holding a First Mortgage on a Unit, which First Mortgagee comes into possession of the mortgaged Unit through foreclosure or other judicial sale or through any conveyance made to such First Mortgagee in lieu of foreclosure, shall not be subject to the provisions of this Article. Such First Mortgagee shall be entitled to do any of the following, all without being subject to any of the provisions of this Article:

- (a) Foreclose a Unit pursuant to the remedies provided in the Mortgage with either the First Mortgagee or a third party taking title to the Unit at such foreclosure; or
- (b) Sell or lease a Unit acquired by the First Mortgagee; or
- (c) Accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor.

Section 11.10 Sale, Lease or Sublease by Association. The Association shall hold title to the fee or leasehold interest of any Unit or interest therein which has been acquired by the Association, pursuant to the terms of this Article, in the name of the Association or a nominee thereof delegated by the Board, for the sole benefit of all Unit Owners, the Board shall have the authority at any time to sell, lease or sublease said Unit or any interest therein on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit or interest therein be sold for less than eighty-five (85%) of the amount paid by the Association to purchase said Unit unless the Unit Owners owning not less than sixty-six and two-thirds percent (66-2/3%) of the Percentage Interests first authorize the sale for such lesser amount.

Section 11.11 Continuing Right of First Option by Association. The provisions of this Article with respect to the Association's right of first option shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of this Master Deed and the Act, as provided therein, unless the provisions of this Article are sooner rescinded or amended by the Unit Owners in the matter provided herein.

Section 11.12 Available Remedies. If any sale or lease of a Unit is made or attempted without complying with the provisions of this Article, such sale or lease shall be subject to each and all of the rights and options of and remedies and actions available to the Association hereunder and otherwise.

Section 11.13 Assessments. Except as otherwise provided in the Master Deed or in the By-laws, in the event of any transfer of a Unit or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of the transfer.

Section 11.14 Other. Except as otherwise restricted in this Master Deed, a Unit is freely alienable as provided by applicable law.

ARTICLE 12

AMENDMENTS

Section 12.1 Amendment by Developer or Association. During the Development Period, the Developer may unilaterally and without the consent of the Members, amend this Master Deed. This Master Deed may also be amended by an instrument executed by the Association for and on behalf of the Members if such amendment shall have received the prior approval by a vote of the Members having more than seventy-five (75%) percent of the Percentage Interests; provided, however, that no such amendment approved by the Members shall be recorded or effective during the Development Period without the prior written consent of the Developer.

Section 12.2 Prohibition Against Recording Master Deed. As long as the Developer owns any Unit, no Person shall record a Master Deed, Declaration of Covenants, Conditions and Restrictions, or similar instruments affecting any portion of the Property without Developer's written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Developer.

Section 12.3 Transfer. The Developer is entitled at any time to assign, transfer and convey its rights and obligations under this Master Deed or the By-laws to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Master Deed or the By-laws. No such transfer shall be effective unless it is in a written instrument signed by the Developer and recorded in the Register of Deed's Office of Hamilton County, Tennessee. Nothing in this Master Deed shall be construed to require Developer or any successor to develop any additional land in any manner whatsoever.

ARTICLE 13

GENERAL PROVISIONS

Section 13.1 Revocation of Master Deed. Except as otherwise expressly provided elsewhere herein, this Master Deed shall not be revoked unless the Members by a unanimous affirmative vote of the Percentage Interests approve such revocation by instrument(s) duly executed and acknowledged by the Association on behalf of the Members and recorded in the Register's Office of Hamilton County, Tennessee.

Section 13.2 Covenant of Further Assurances.

(a) Any party who is subject to the terms of this Master Deed, whether such party is a Unit Owner, a lessee or sublessee of an Unit Owner, a member or officer of the Board or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of this Master Deed or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(b) If any Unit Owner or any other party which is subject to the terms of this Master Deed fails to execute, acknowledge, or deliver any instrument, or fails or refuses within ten (10) days after request therefor, to take any action which said Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Master Deed, then the Board is hereby authorized as attorney-in-fact for such Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

Section 13.3 Delay in Performance-Force Majeure. If the performance of any act or obligation under this Master Deed is prevented or delayed by an act of God, fire, earthquake, flood, explosion, action of the elements, war, terrorism, invasion, mob violence, sabotage, malicious mischief, inability to procure or general shortage of labor, equipment or facilities, materials or supplies in the open market, failure of transportation, strike, lock-out, action of a labor union, condemnation, threatened condemnation, requisitions, laws, orders of government or civil or military or naval authorities or any other cause whether similar or dissimilar to the foregoing within the reasonable control of the Person required to perform such act or obligation for so long as such Person is so prevented or delayed by reason thereof, provided the Person claiming the benefit of such force majeure shall within fifteen (15) days of the occurrence of any of the aforesaid causes give to the Person, and/or others as the case may be, written notice thereof, together with a statement setting forth all the facts evidencing force majeure. At the conclusion of the duration of each such force majeure, written notice shall be given by such Person of the termination of the same. This force majeure provision shall apply to the obligations of the Developer, the Association, and each Unit Owner hereunder except those obligations that require the payment of money.

Section 13.4 Notices. All notices, demands, or other communications ("Notices") permitted or required to be given by this Master Deed shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested (if a Notice to Developer, the Association, or to fewer than all Unit Owners), or if mailed first-class postage prepaid (if a Notice to all Unit Owners), shall be deemed given three (3) days after the date of mailing thereof, or on the date of actual receipt, if sooner. Otherwise, Notices shall be deemed given on the date of actual receipt. Notices shall be addressed to the last known address of the addressee. Notice to any Unit Owner may be given at any Unit owned by such Unit Owner, provided, however, that a Unit Owner may from time to time by Notice to the Association designate such other place or places or individuals for the receipt of future Notices. If there is more than one Unit Owner of a Unit, Notice to any one such Unit Owner shall be sufficient. If the address of Developer or the Association shall be changed, Notice shall be given to all Unit Owners.

Section 13.5 Attorney's Fees. Should the Developer, Association, or a Unit Owner employ counsel in order to enforce any of the foregoing covenants, conditions, reservations, restrictions or obligations, all costs incurred in such enforcement, including reasonable attorney's fees, shall be paid by the Unit Owner of such Unit found to be in violation by a court of competent jurisdiction. This cost may be assessed

against the Unit of the defaulting Unit Owner pursuant to Section 6.5 above. No delay or omission on the part of any such party in exercising any right, power or remedy herein provided for in the event of any breach of the covenants, conditions, restrictions, and obligations herein contained shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue, nor shall any action be brought or maintained by any Unit Owner against the Developer or the Association for or on account of its failure to bring an action on account of any breach of the Master Deed, nor for imposing covenants, conditions, and restrictions which may be found or determined to be unenforceable at law.

Section 13.6 Severability. If any of the covenants, conditions or terms of this Master Deed shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding provided that in such event Developer and all of the then Unit Owners shall to the fullest extent possible modify such covenant, condition or term to the extent required to carry out the general intention of this Master Deed and to impart validity to such covenant, condition, or term.

Section 13.7 No Abandonment of Obligation. No Unit Owner, through his non-use of any Common Elements, or by abandonment of his Unit, may avoid or diminish the burdens or obligations imposed by this Master Deed.

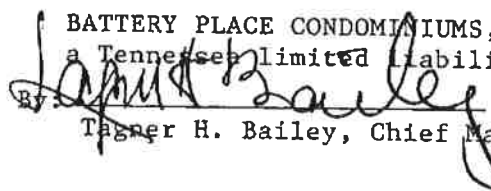
Section 13.8 Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Master Deed shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Tagner Bailey, who is now a living resident of Hamilton County, Tennessee.

Section 13.9 Binding Effect. This Master Deed shall run with and bind the Property and shall inure to the benefit of, and shall be enforceable by the Developer, the Association, or any Unit Owner, their respective legal representatives, heirs, successors, and assigns. The rights and/or obligations of Developer as set forth herein shall inure to the benefit of and be binding upon any successor, designee or assignee of Developer or, with consent of Developer, any transferee of the then unsold Units to the extent the transferee holds the unsold Units for resale. Subject to the foregoing, Developer shall have the right at any time, in its sole discretion, to assign or otherwise transfer its interest herein whether by merger, consolidation, lease, sublease, assignment, transfer pursuant to Section 2.7, or otherwise.

Section 13.10 Governing Law. This Master Deed shall be governed and shall be construed in all respects under the laws of the State of Tennessee.

Section 13.11 Interpretation. The captions of the various articles, sections and paragraphs of this Master Deed are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent of this Master Deed or any parts of this Master Deed. The neuter gender includes the feminine and the masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a legal entity when the context so requires. The single number includes the plural whenever the context so requires.

In witness whereof, the undersigned, being the sole owner of the Property and the Developer, hereby executes this Master Deed effective July 21st, 2006.

BATTERY PLACE CONDOMINIUMS, LLC, A
a Tennessee limited liability company
By: 
Tagger H. Bailey, Chief Manager

This instrument prepared by
Battery Place Condominiums, LLC
508 River Street
Chattanooga, TN 37405

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, William D. Jones, of the state and county aforesaid, personally appeared Tagner H. Bailey with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Chief Manager, authorized to execute the instrument of the Battery Place Condominiums, LLC, the within named bargainor, a limited liability company, and that he as such Chief Manager executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company, by himself as Chief Manager.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 21st day of July, 2006.

William D. Jones
Notary Public

My Commission Expires: 8-23-09



Exhibit "A"

TRACT ONE (1):

Lots One (1), Two (2) and Three (3), Block Three (3), Bluffview Land Company, as shown by plat of record in Plat Book 5, Page 63, in the Register's Office of Hamilton County, Tennessee.

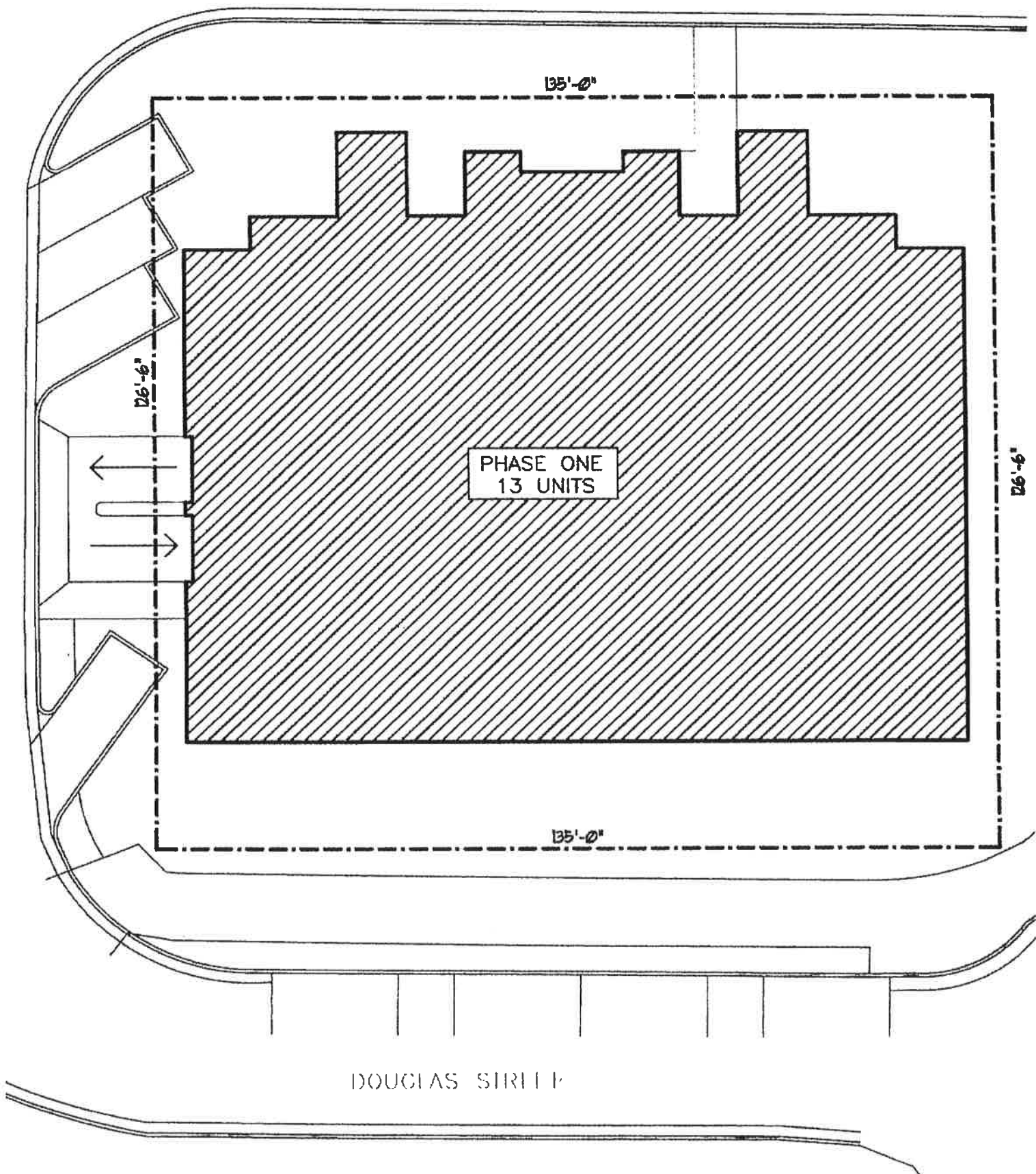
TRACT TWO (2):

Lot Two (2), Battery Patten Subdivision, as shown on Corrective Plat of record in Plat Book 56, Page 12, in the Register's Office of Hamilton County, Tennessee. Together with a perpetual, non-exclusive easement for purposes of pedestrian and vehicular ingress and egress to and from the eastern line of Douglas Street and the southern and eastern lot lines of said Lot Two (2), by means of the existing asphalt driveway and parking lot presently servicing the Waterchase Condominiums, as located and shown on plat of record in Plat Book 56, Page 12, said Register's Office together with any area lying between the East and South lot lines of said Lot Two (2) and the paved driveway and parking area. This easement shall constitute a covenant running with the land as an appurtenance to said Lot Two (2), and as a burden upon Lot One (1) of the Waterchase Condominiums. In the event Grantee shall exercise the rights to use said easement area, Grantee agrees to timely repair and pay for any direct damage caused by Grantee or grantee's invitees or guests to the easement area, including but not limited to damage to the paved driveway and parking area, and further, by acceptance of this deed, agrees to contribute to the Waterchase Condominiums a 1/19th pro rata share of the cost and expense of upkeep and maintenance of said easement area, including the paved driveway and parking area, so used by Grantee. It is further understood and agreed that Grantee, and Grantees invitees, guests, and successors in interest, shall not park any vehicles nor store materials upon said easement area or the property of the Waterchase Condominiums at any time. As Lot Two (2) shall be considered separate and apart from the Waterchase Condominiums, Grantee's agreements herein shall not be considered as Grantee's agreement to contribute to or be a part of any of the restrictions, obligations and/or responsibilities of the Waterchase Condominiums, it being agreed and understood that Lot Two (2) being conveyed herein shall not be a part of nor be governed by the Master Deed, By-laws, Restrictions, etc. or other applicable condominium documents of the Waterchase Condominiums. Grantee shall have the specific right of ingress and egress and the right to improve, at Grantee's expense, the area lying between the North line of Lot One (1) and the paved driveway, and the Grantee shall be fully responsible for all costs of maintenance and upkeep of any such improvements.

The source of Grantor's interest is found in Deed recorded in Book 7292, Page 66, in the Register's Office of Hamilton County, Tennessee.

BATTERY PLACE CONDOMINIUMS

BATTERY PLACE



BATTERY PLACE CONDOMINIUMS

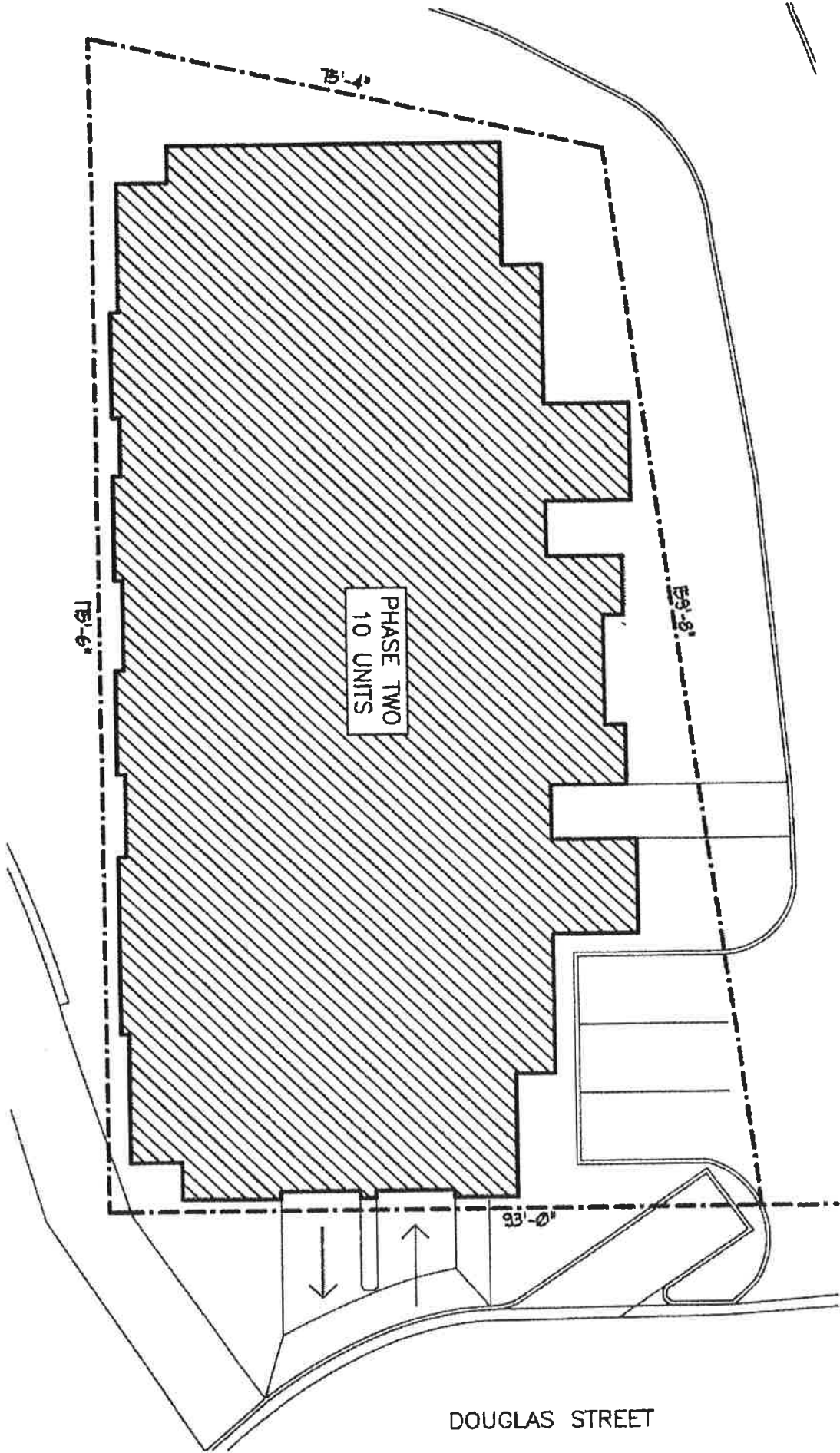
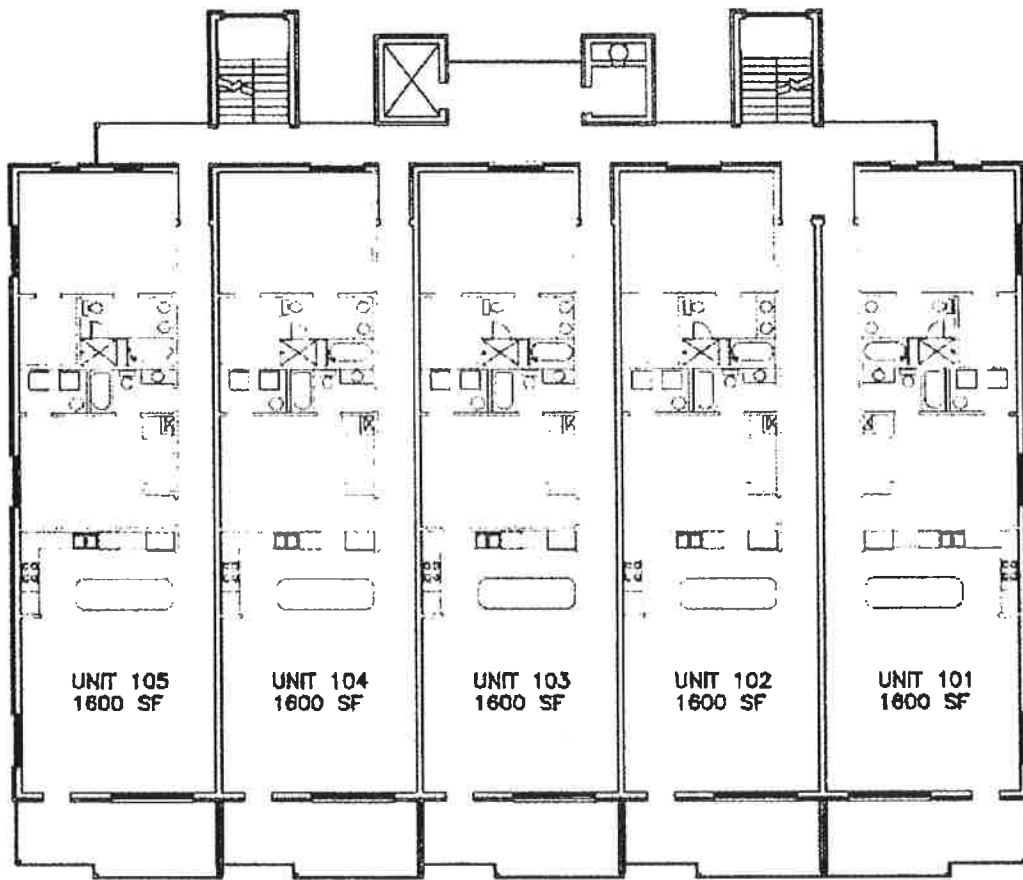


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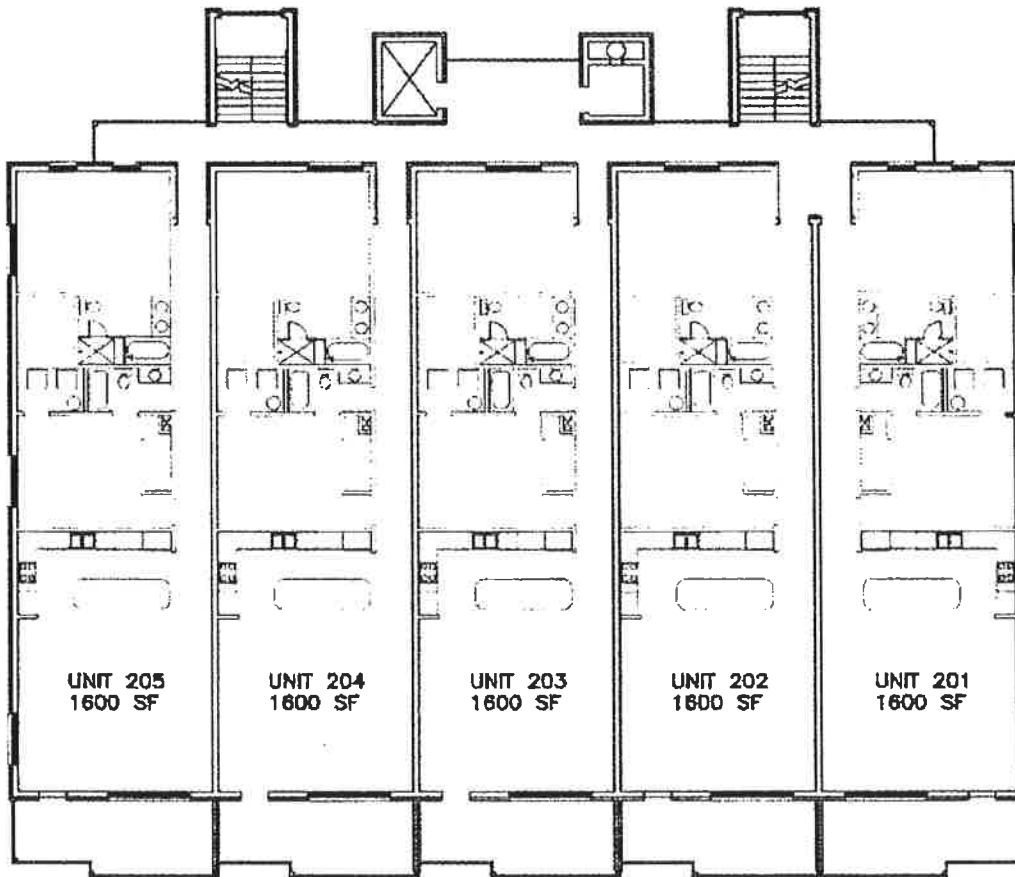
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LIVEL ONI

EXHIBIT "B"

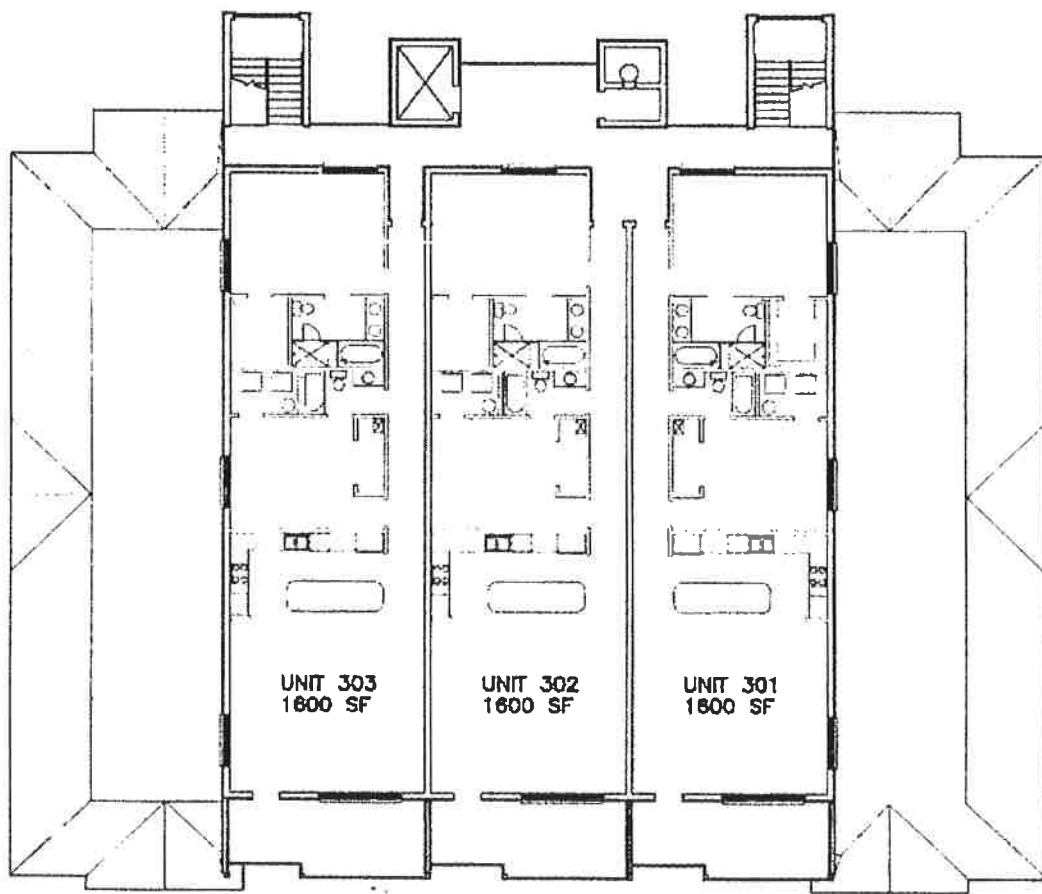
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LEVEL TWO

EXHIBIT "B"

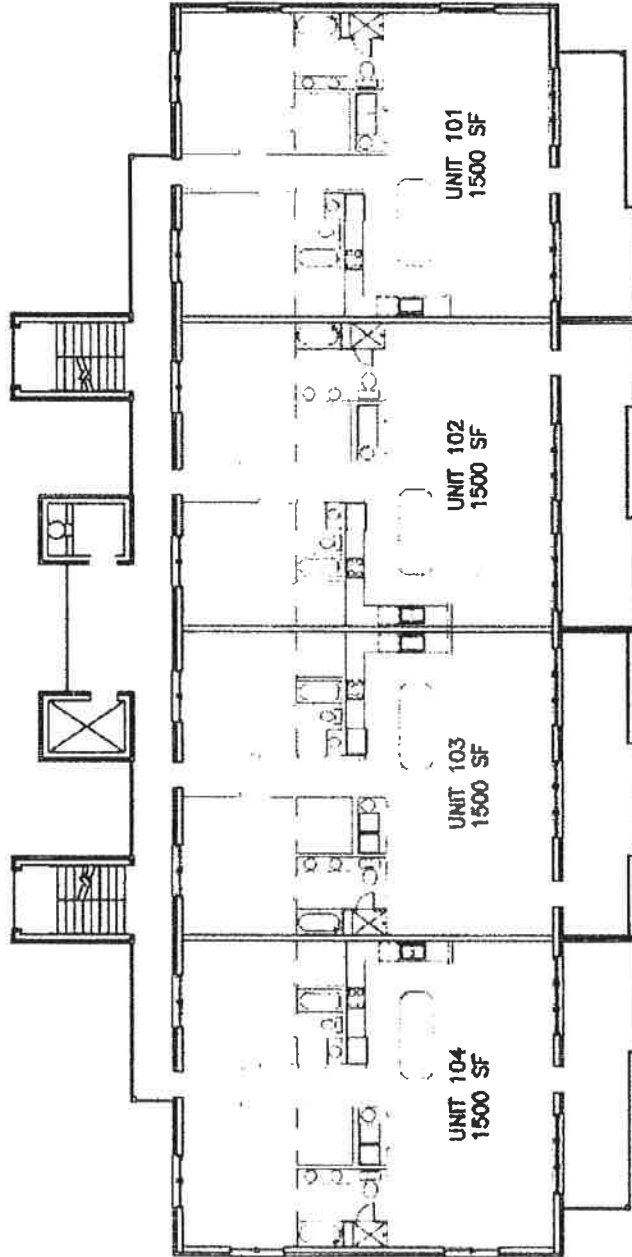
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LEVEL THREE

EXHIBIT "B"

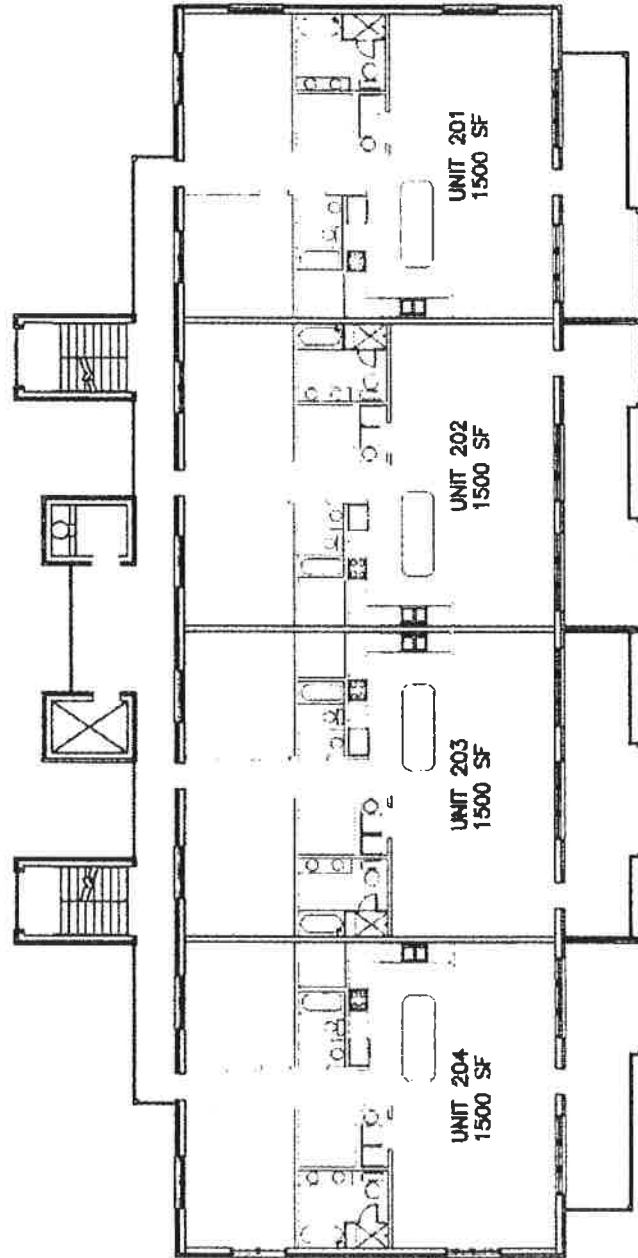
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UNIT ONE

EXHIBIT "B"

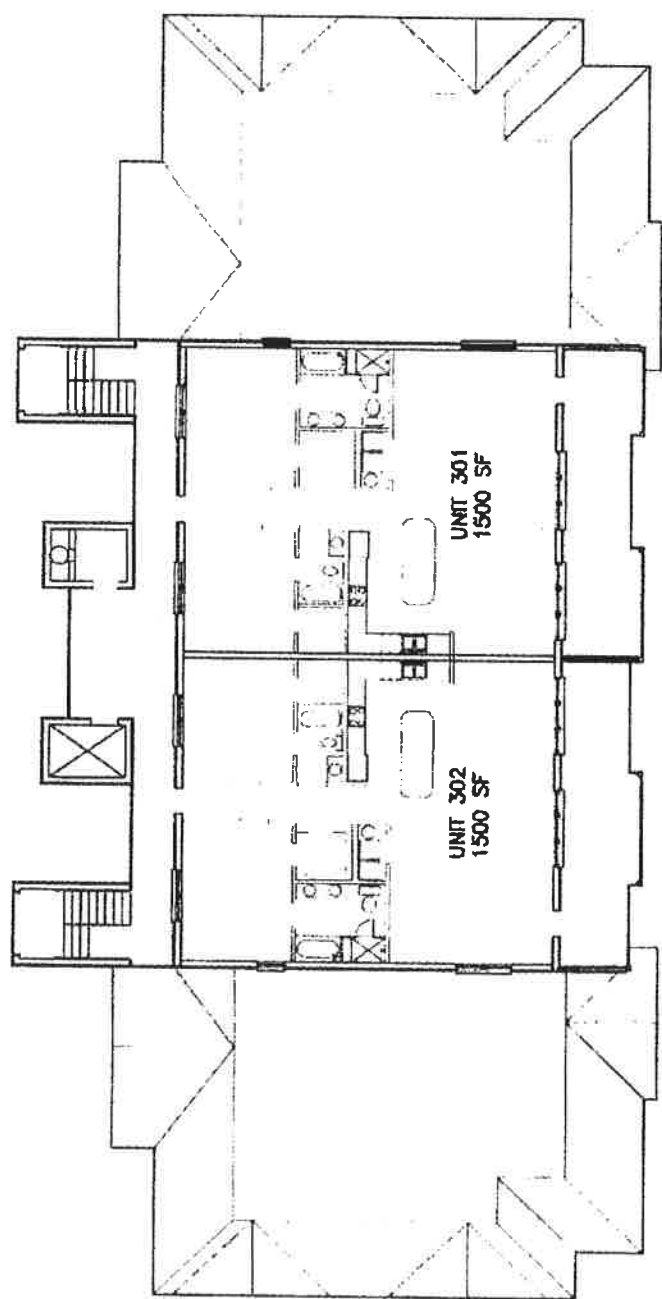
PHASE II



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EXHIBIT "B"

PHASE II



LEVEL THREE

EXHIBIT "C"

By-Laws of Battery Place Condominium
Owners Association, Inc.

ARTICLE I

THE ASSOCIATION

Section 1.1 Name and Description. Battery Place Condominium Owners Association, Inc. (the "Association") has been or will be organized as a Tennessee non-profit corporation as set forth in the Master Deed and Declaration of Covenants, Conditions and Restrictions (the "Master Deed") to be recorded in the Register's Office of Hamilton County, Tennessee for Battery Place Condominium regime. The Association shall be responsible for the management, maintenance, operation and administration of Battery Place Condominium regime and the Common and Limited Common Elements associated with the condominium regime in accordance with the Tennessee Horizontal Property Act, Sections 66-27-101, et seq. (the "Act"), the Master Deed, these By-Laws, the Charter and the rules and regulations of the Association as adopted from time to time (the "Rules"). Members and all persons using, entering upon or acquiring any interest in a Unit, the Common and Limited Common Elements are subject to the provisions of these documents.

Section 1.2 Definitions. The definitions contained in the Master Deed, including without limitation, those in Article I entitled "Definitions" of the Master Deed, are incorporated herein by this reference.

ARTICLE II

MEMBERS

Section 2.1 Membership. Upon becoming a Unit Owner within Battery Place Condominium regime, a person or entity shall automatically become a Member of the Association and shall be subject to the provisions of these By-Laws, the Charter, Master Deed and the Rules. Such membership shall terminate without any action by the Association whenever such person or entity ceases to own a Unit, but such termination shall not relieve or release any such former Unit Owner from liability or obligation incurred under the application of the provisions of these By-Laws, the Charter, Master Deed and the Rules during the period of such ownership and membership in the Association, nor shall such termination impair any rights or remedies which the Board of Directors of the Association may have against such former Unit Owner. The Board of Directors may, if it so elects, issue a

membership card to the Members which membership card shall be surrendered whenever ownership of the Unit designated thereon has terminated. The Developer will be deemed to be the Unit Owner of each Unit contemplated to be constructed within the condominium regime until the Unit is conveyed or is transferred to a third party purchaser. Accordingly, the Developer will be a Member of the Association until Developer no longer owns a Unit. The term "Unit Owner" will be used interchangeably with the term "Member" when the context may require or be more appropriate.

Section 2.2 First Meeting and Annual Meetings of Members. The first meeting of the Members of the Association shall be held within sixty (60) days after the Developer's conveyance by deed to Unit Owners to which eighty percent (80%) of the total Percentage Interests are allocated as shown on a schedule of the Unit Owners' Percentage Interests (the "Schedule of Unit Owners' Percentage Interests") maintained by the Association and updated from time to time as Units are conveyed. Each subsequent regular annual meeting of the Members shall be held on the first Wednesday of March of each year, or such other date as may be selected by the Board of Directors. Regular meetings of the Members shall be held not less frequently than once each calendar year. Until the first meeting of Members, all business and affairs of the Association shall be managed by a Board of Directors, the members of which are appointed by the Developer.

Section 2.3 Place of Meetings. Meetings of the Members shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

Section 2.4 Notice of Meetings. At least ten (10) but not more than twenty (20) days prior to a meeting, the Secretary shall mail or personally deliver to each Member of record a notice of each annual or special meeting of the Members at the address of the Unit or at such other address as such Member shall have designated in writing to the Association. The notice shall contain the purpose of the meeting as well as the time and place where the meeting is to be held. The mailing of a notice of a meeting in the manner provided in this Section shall be considered service of notice.

Section 2.5 Special Meetings. Special meetings of the Members may be called by the President, a majority of the Directors, or by Members having at least fifty percent (50%) of the Percentage Interests. All references hereafter to "total voting power" shall mean Members of the Association who collectively own one hundred percent (100%) of the Percentage Interests. Notice of any special meeting shall contain the time, place, and purpose of the meeting. No business shall be transacted at a special meeting except as contained in the notice.

Section 2.6 Quorum and Adjournment. The presence in person or by proxy of Members entitled to exercise not less than a majority of the total voting power of the membership shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment. If a quorum is present, the meeting may be adjourned from time to time by the vote of a majority of the total voting power present in person or by proxy and entitled to vote thereat. No meeting may be adjourned for more than forty-five (45) days. If after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given as in the case of an original meeting. At any adjourned meeting, the Association may transact any business which might have been transacted at the original meeting. If the required quorum is not present or represented at the meeting, the Members entitled to vote thereat may adjourn the meeting (but may not transact any other business) without notice, to a time not less than five (5) days nor more than thirty (30) days from the time the preceding meeting was called. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Section 2.7 Voting. (a) Except as otherwise provided in these By-Laws, each Member shall be entitled to the number of votes equal to the total of the Percentage Interests allocated to the Unit or Units owned by a Member as set forth in Schedule of Unit Owners' Percentage Interests. The vote of each Member may only be cast by such Member or by a proxy given by such Member to his duly authorized representative. If title to a Unit shall be in the name of two or more persons as Unit Owners (the "Joint Unit Owners"), any one of such Joint Unit Owners may vote as the Unit Owner at any meeting of the Association, and such vote shall be binding on such other Joint Unit Owners who are not present at such meeting. If two or more of such Joint Unit Owners are present at any meeting of the Association, their unanimous consent shall be required to cast their vote as a Member.

(b) When a quorum is present at any meeting of the Association, the vote by Members having more than fifty percent (50%) of the Percentage Interests of those Members qualified to vote who are present, in person or by proxy, at such meeting shall decide any question brought before such meeting, unless the question is one upon which a different vote is required by an express provision in the Act, the Master Deed, or these By-Laws, in which case such expressed provision shall govern.

Section 2.8 Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing and the signature of the person or persons executing the proxy must be witnessed or acknowledged.

Proxies must be filed with the Secretary before the appointed time of each meeting. No proxy shall be valid for a period longer than eleven (11) months after the date of its execution, unless otherwise provided in the proxy.

Section 2.9 Waiver of Notice. Whenever the Members are authorized to take any action after notice to any person or persons, or after the lapse of a prescribed period of time, such action may be taken without such notice and without the lapse of such period of time if at any time before or after such action is completed each person entitled to such notice or entitled to participate in the action to be taken, or his attorney-in-fact or proxy holder, submits a signed waiver of such requirement. A Member's attendance at a meeting shall also constitute a waiver of notice, except where a Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

Section 2.10 Action by Consent. Whenever Members are required or permitted to take any action by vote, such action may be taken without a meeting. If such consent is obtained, the affirmative vote of the number of Members necessary to authorize or take such action at a meeting shall be the act of the Members. Actions taken without a meeting must be evidenced by one or more written consents setting forth the action so taken, signed by all of the persons entitled to vote and indicating each signing Member's vote or objection on the action.

Section 2.11 Transfer. The membership held by any Unit Owner shall not be transferred, pledged or alienated in any way except the Unit Owner's sale of his Unit and then only to the purchaser of the Unit. Any attempt to make a prohibited transfer will be void and will not be reflected on the books or records of the Association. In the event any Unit Owner shall fail or refuse to transfer the membership registered in his name to the purchaser of his Unit, the Association shall have the right to record the transfer upon the books and records of the Association.

Section 2.12 Obligations of Members. The Association, all present and future Members, tenants or future tenants, or any other persons using the Common Elements and the facilities of Battery Place Condominium regime are subject to and shall comply with the Act, the Master Deed, these By-Laws, the Charter, and the Rules of the Association, and the acceptance of a deed of conveyance, or the execution of a lease, or the act of occupancy of any Unit in the condominium regime shall constitute an acceptance of and agreement to comply with the provisions of all such documents. As more fully provided in the Master Deed, each Member shall pay regular, special and specific assessments levied by the Association to meet the financial requirements of the Association. A Member shall not be a Member in good standing and

the Board of Directors may suspend such Member's voting rights and any other rights and privileges possessed by Members during any period or periods which such Member has not paid when due any assessment or any other charges made or levied against the Unit or has failed to comply with or perform other obligations provided for under these By-Laws, the Master Deed or the Rules.

ARTICLE III
BOARD OF DIRECTORS

Section 3.1 Appointment or Election and Term of Office. In accordance with the provisions of the Master Deed, the Developer shall have the sole right to appoint, replace and remove all members of the Board of Directors of the Association until such time as the Developer has sold or transferred all Units. So long as the Developer shall have the right to appoint Directors, all business affairs of the Association shall be governed by a Board of Directors composed of at least one (1) Director. The initial member of the Board of Directors shall be Tagner H. Bailey, who shall act in such capacity and shall manage the affairs of the Association until his successor or successors are appointed or elected and are qualified. Upon expiration of the Developer's right to appoint all Directors to the Board of Directors, the number of Directors to serve shall increase to three (3). The Directors shall be elected by a majority vote of the Members of the Association at their first meeting and shall serve until the first scheduled annual meeting of the Members. Directors shall be elected at the annual meeting of Members each year and shall hold office until the next annual meeting of Members, or until their successors have been elected and shall have qualified.

Section 3.2 Nominations. Nominations for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting or special meeting as the case may be. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting to serve until the close of such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine. Except for Directors appointed by the Developer, every Director must at all times be a Member of the Association.

Section 3.3 Vacancies. After members of the Board of Directors are elected by the membership, a vacancy in any Director position elected by the Members shall be filled by the majority vote of the remaining Directors, even though they may constitute less than a quorum of the Board of Directors. A Director elected or appointed to fill a vacancy shall serve for the unexpired term of

his predecessor in office and shall hold such office until his successor is duly appointed or elected and shall qualify.

Section 3.4 Removal of Directors. Any Director elected by the Members may be removed at any regular meeting or a special meeting of the Members called for that purpose, with or without cause, by a vote of the Members having more than fifty percent (50%) of the total voting power of those Members qualified to vote who are present, in person or by proxy, at such meeting. A successor may then and there be elected to fill the vacancy thus created.

Section 3.5 Resignations. Any Director may resign effective upon giving written notice to the President, the Secretary or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation of a Director is effective at a future time, a successor may be elected by the Board to take office when the resignation becomes effective. A Director shall be deemed to have automatically resigned at such time as the Director's membership in the Association has terminated.

Section 3.6 Committees. The Board of Directors may appoint committees from time to time as it may deem necessary or appropriate in carrying out the purposes and functions of the Association. Such Committees shall perform the duties provided for in the Board's resolutions in which the Committees are created.

Section 3.7 Compensation. No Director shall receive compensation for any services he or she may render to or on behalf of the Association as a Director, provided, however, that nothing contained herein shall be construed to preclude any Director of the Association from serving the Association as agent, counsel or in any capacity other than as Director, and receiving compensation therefor, and it shall not be construed to preclude Directors from being reimbursed for their actual expenses incurred in the performance of their duties.

Section 3.8 Fidelity Bonds. The Board of Directors may obtain fidelity bonds for all Directors, Officers, employees of the Association or any other person handling or responsible for Association funds. The premiums for such bonds shall constitute a common expense for the Association.

Section 3.9 Managing Agent. The Board of Directors may employ for the Association a professional manager or managing agent (the "Managing Agent"), for such compensation as may be established by the Board, to exercise such powers and perform such duties and services as the Board shall authorized, including but not limited to, the powers and duties listed in Section 3.11 hereof. The

employment of a Managing Agent shall not relieve the Board of Directors from its responsibilities as provided herein or as provided in the Master Deed.

Section 3.10 Personal Liability of Directors. The personal liability of each Director of the Association for monetary damages for breach of fiduciary duty as a Director shall be eliminated to the full extent permitted by Section 48-52-102(b)(3) of the Tennessee Code Annotated.

Section 3.11 Powers and Duties. All corporate powers of the Association shall be exercised by or under the authority of the Board of Directors, which is charged with the responsibility of conducting, managing and controlling all business and affairs of the Association. Without limiting the generality of the powers and duties delegated to the Board by the Charter, Master Deed, and as otherwise provided in these By-Laws, the Board shall have the following additional powers and duties:

- (a) Elect and appoint Officers of the Association and to delegate such authority to them as the Board shall deem necessary and appropriate to serve the purposes of the Association.
- (b) Hire, employ, appoint and discharge all employees, agents and contractors to perform services for the Association consistent with its purposes as provided for in the Charter, Master Deed or these By-Laws, and to fix the compensation and fees for the performance of their services.
- (c) Adopt and publish Rules which may, among other matters, govern use of the Common Elements and any property, facilities, parking spaces, and improvements of the Association, as well as the personal conduct of the Members and their tenants, guests, invitees and licensees, which Rules may establish sanctions and fines for infractions thereof.
- (d) Establish the principal office of the Association within the Property or such other place which is as close thereto as possible for the transaction of the Association's business.
- (e) Borrow money and incur indebtedness for the purposes of the Association, and to cause to be executed and delivered, in the Association's name, promissory notes, bonds, deeds of trust, mortgages, pledges, or other evidence of debt and securities therefor, provided, however, the Board shall not borrow any money or create any indebtedness which will individually or in the aggregate with all other loans then outstanding exceed \$5,000.00 Dollars, unless it

has received the prior consent of the Members having more than fifty percent (50%) of the total voting power of those Members qualified to vote.

(f) Cause to be kept a complete record of all of its acts and business affairs.

(g) Supervise all Officers, employees, agents and contractors of the Association and see that their duties are properly performed.

(h) Issue to any Unit Owner upon demand a certificate in writing signed by an Officer or authorized agent of the Association setting forth whether said assessments, or any portion thereof, levied against the Unit have been paid. Such certificate shall be conclusive evidence of payment of any Assessments stated to have been paid.

(i) Review, on at least a quarterly basis, the latest account statements prepared by the financial institutions where the Association has its operating and reserve account.

(j) Review, on at least a quarterly basis, an income and expense statement for the Association's operating and reserve accounts.

(k) Review, on at least a quarterly basis, the current years actual operating and reserve revenues and expenses to the current year's budget.

(l) Perform all other duties as may later be required by the Members, or by the Master Deed, these By-Laws, or the laws of the State of Tennessee, as the same may be amended from time to time.

Section 3.12 Association Rules; Enforcement. (a) The following provisions shall govern the creation and adoption of the Association's Rules. All Rules proposed by the Board shall be consistent with and in furtherance of existing law, the Master Deed, the Charter and these By-Laws and may include the establishment of a system of fines and penalties. The proposed rules and regulations receiving the vote or written assent of a majority of the members of the Board shall take effect as the Association Rules.

(b) The specific fines and penalties for the first breach or violation of the Association's Rules may include, without limitation, suspensions, for a period not to exceed sixty (60) days of (i) the use and enjoyment of any facilities within the Common Elements of the Property; (ii) any services the Association may be providing to the Unit or Unit Owner, and/or

(iii) the right to vote and/or a monetary fine not to exceed Five Hundred and no/100 Dollars (\$500.00), or both. Subsequent breaches or violations of the Association's Rules by a Member or a Member's violation or breach of the Master Deed or these By-Laws may include suspensions of one or more of the above stated membership rights for a period not to exceed one hundred fifty (150) days, a monetary fine not to exceed One Thousand and no/100 Dollars (\$1,000.00), or both.

(c) Any Rules adopted pursuant to this Section shall provide that no fine or penalty shall be levied for a breach or violation of the Association's Rules without the following procedural safeguards:

(i) A written statement of the alleged violations shall be provided to any Member against whom such charges are made and such written statement shall provide a date on which the charges shall be heard;

(ii) No proceedings under this Section shall be brought against any Member unless such Member has received a written statement of charges at least ten (10) days prior to the hearing;

(iii) The Board shall appoint a panel of three (3) capable persons (one of whom shall be designated as chairman) who may or may not be Members and who shall hear the charges and evaluate the evidence of the alleged violations;

(iv) At the hearing the Member charged shall have the right to present oral and written evidence and to cross-examine adverse witnesses;

(v) Within seven (7) days after the hearing the panel shall deliver to the Member charged a written decision which specifies the fines or sanctions levied, if any, and the reasons therefor; and

(vi) A monetary penalty imposed by the Association as a disciplinary measure for failure of a Member to comply with the By-Laws, the Master Deed or the Association Rules or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to Common Elements or of property of the Association for which the Member was allegedly responsible or in bringing the Member's Unit into compliance with the By-Laws, the Master Deed or the Rules may, by the action of the Board, be an assessment which shall become a lien against the Member's Unit subject to the provisions of Article VI, Section 6.9 of the Master Deed.

(d) In the event that a Member shall correct an alleged violation prior to the hearing date, the Board may, in its discretion, discontinue the proceedings.

Section 3.13 Suspension of Membership. Notwithstanding the provisions of Section 3.12 hereabove, the voting rights, the use or enjoyment of the Common Elements or of the facilities therein by a Member or his family, guests or tenants, and any services the Association may be providing to any Member may be suspended by action of the Board for any period during which any assessment, or any portion thereof, levied against his Unit remains unpaid and delinquent. In the event of such suspension, the Member's rights and privileges shall be automatically restored upon his payment in full of such delinquent assessments, including interest and late charges.

Section 3.14 Abatement and Enjoining of Violations. In addition to any other rights set forth in these By-Laws, the Association, through the Board, and any Member shall have the right to prosecute any proceedings at law or in equity against any person or persons for the breach or violation of any of the provisions of these By-Laws or the Master Deed and to obtain relief by way of injunction, money damages, or both. In the event that any provision of these By-Laws shall be held invalid by judgment or court order, it shall not be deemed to affect any of the other provisions herein, which shall continue and remain in full force and effect. In the event that any provision hereof shall be declared void by a court of competent jurisdiction by reason of the period of time for which the same shall be effective, then the term of such provisions shall be reduced to the maximum period of time allowed by the laws of the State of Tennessee.

ARTICLE IV
Meetings of the Board of Directors

Section 4.1 Organizational Meeting. Immediately following each annual meeting of Members, the Board shall hold a regular meeting for the purpose of organization, election of Officers, and the transaction of other business.

Section 4.2 Other Regular Meetings. Other regular meetings of the Board shall be held at least once every month at such time as may be fixed from time to time by resolution of the Board; provided, however, such meetings may be held less frequently than monthly (but not less frequent than every three months) if the Board determines by resolution that the business to be transacted by the Board does not justify monthly meetings. Should said meetings fall upon a legal holiday, then that meeting shall be held at the same time on the next day ensuing that is not a legal holiday.

Section 4.3 Place of Meetings. Regular and special meetings of the Board shall be held at any place within the Property which has been designated from time to time by resolution of the Board

or by written consent of all members of the Board; provided, however, such meetings may be held outside the Property, but as close to the Property as reasonably possible, if the Board determines by resolution, or by such written consent, that a larger meeting room is required than exists within the Property.

Section 4.4 Notice of Meetings. Notice of each meeting of Directors, whether regular or special, shall be given to each Director. If such notice is given either by personally delivering written notice to a Director or by personally telephoning such Director, it shall be so given at least five (5) days prior to the meeting. If such notice is given by depositing a written notice in the United States mail, postage prepaid, directed to such Director at his residence or place of business, it shall be given at least seven (7) days prior to the meeting. Notice of all meetings shall state the place, date and hour thereof, but need not, unless otherwise required by statute, state the purpose or purposes thereof.

Section 4.5 Special Meetings. Special meetings of the Board may be called by or at the request of the President or any two Directors.

Section 4.6 Telephone Meetings Permitted. Members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment which enables all persons participating in the meeting to hear each other at the same time, and participation by such means shall constitute presence in person at such meeting.

Section 4.7 Adjournment. A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time. If the meeting is adjourned for more than five (5) days, notice of any adjournment to another time or place shall be given prior to the time if the adjourned meeting of the Directors who were not present at the time of the adjournment.

Section 4.8 Waiver of Notice. Any Director may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof unless he protests lack of notice prior to or at the commencement of the meeting. If a sufficient number of Directors are present at any meeting that constitutes a quorum of the Board and who have not protested lack of notice, any business may be transacted at such meeting. Business may be transacted and approved by the Board of Directors in the form of a written consent in lieu of a regular or special meeting provided all of the Directors shall have executed such written consent. All such waivers, consents or approvals shall be or made a part of the minutes of the meeting and filed with the corporate records.

Section 4.9 Quorum. A majority of the authorized number of Directors shall constitute a quorum for the transaction of business.

Section 4.10 Action without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors. If the Board resolves to take any action by unanimous written consent, an explanation of the action taken shall be posted in a prominent place or places within the Common Elements no later than three (3) days after the unanimous written consent or consents of all the members of the Board have been obtained.

Section 4.11 Voting. The act of a majority of the Directors at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

Section 4.12 Presumption of Assent. A Director who is present at a meeting of the Board, or any committee thereof, shall be presumed to have concurred in any action taken at the meeting, unless his dissent to such action shall be entered in the minutes of the meeting or unless he shall submit his written dissent to the person acting as the Secretary of the meeting before the adjournment of the meeting or shall deliver such dissent personally or by certified mail to the Secretary of the Association promptly after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action. A director who is absent from a meeting of the Board, or from a meeting of any committee thereof, at which such action is taken shall not be presumed to have concurred in the action taken.

ARTICLE V OFFICERS

Section 5.1 Designation of Officers. The Officers of the Association shall be a President, a Secretary and a Treasurer. The President, Secretary and Treasurer shall be members of the Board. The Board of Directors may elect or appoint such Officers, who need not be members of the Board, including one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers, as it shall deem desirable, such Officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. Notwithstanding the above provisions, so long as the Developer shall have the right to appoint Directors, the only offices to be filled shall be President and Secretary.

Section 5.2 Election and Term of Office. The Officers of the Association shall be elected at the first meeting of the Board of Directors following the first meeting of the Members, and thereafter be elected at the regular meeting of the Board of Directors following each annual meeting of the Members. If the election of the Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be arranged. Each Officer shall hold office until his successors shall have been duly elected and shall have qualified.

Section 5.3 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members of the Association and the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation, including but not limited to the power to sign and execute, on behalf of the Association, all deeds, agreements, contracts, notes, checks and all other written documents which may require the signature of the Association.

Section 5.4 Vice President. A Vice President shall have all of the powers and authority and shall perform all of the functions and duties of the President in the absence of the President or his or her inability for any reason to exercise powers or perform such duties.

Section 5.5 Secretary. The Secretary shall keep the minutes of meetings of the Board of Directors and minutes of meetings of the Members of the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct, and shall in general perform all of the duties incident to the office of Secretary. The Secretary shall compile and keep up-to-date at the principal office of the Association a complete list of the Members and their current mailing addresses.

Section 5.6 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate financial records and books of account of the Association. The Treasurer 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 of Directors. The Treasurer may also serve as Secretary in the event the Secretary is absent.

Section 5.7 Removal. Any Officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the Officer so removed.

Section 5.8 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5.9 Compensation. No Officer shall receive any compensation for acting as such; provided, however, Officers may be reimbursed for any reasonable expenses incurred on behalf of the Association at the direction of the Board.

ARTICLE VI
ASSESSMENTS

Section 6.1 Assessments. The assessments levied and collected by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the Members and residents of the Units and in particular for the improvement and maintenance of the Common Elements and the facilities located therein and for providing services to enhance the use and enjoyment of the Common Elements.

Section 6.2 Regular Assessments. The Board of Directors shall prepare an annual budget in advance of each fiscal year of the Association to establish a regular assessment to be levied for the forthcoming year to cover the projected common expenses that will be required for the proper operation, management and maintenance of Battery Place Condominium regime, including a reasonable allowance for contingencies and reserves.

Section 6.3 Special Assessments. Special Assessments may be made from time to time to pay for capital improvements, to cover unbudgeted expenses or expenses in excess of the budget, all as provided for more specifically in Section 6.4 of the Master Deed. In addition, special assessments may be made by the Board of Directors at any time to purchase or lease a Unit pursuant to Article 11 of the Master Deed, however, that any such special assessment shall not be levied without the prior approval of Members having at least sixty-six and two-thirds percent (66.67%) of the total voting power of all Members.

Section 6.4 Specific Assessments. The Board shall have the power to levy specific assessments against a particular Unit to cover overhead and administrative costs of providing benefits or services to the Unit, the expense of bringing the Unit into compliance with the provisions of the Master Deed, these By-Laws, or the Rules, or the costs incurred by the Association as a consequence of the conduct of the Member or occupants of the Unit, their licensees, invitees, or guests. The Board shall give the Member prior written notice and an opportunity for a hearing before levying a specific assessment against the Member's Unit.

Section 6.5 Allocation and Payment of Assessments. All regular and special assessments levied against the Members to cover Association expenses shall be apportioned among and paid by the Members in accordance with the Percentage Interest allocated to each Unit in the Master Deed. Assessments levied against a Unit of a Member shall be due and payable as such time as provided for in the notices sent by the Association to the Members.

Section 6.6 No Exemption for Assessments. No Member may exempt himself from liability for his contribution toward the expenses of the Association by waiver of the use or enjoyment of any of the Common Elements or by the abandonment or sale of his Unit.

ARTICLE VII
INDEMNIFICATION

Section 7.1 Indemnification of Directors and Officers. The Association shall indemnify every Director and Officer, and his or her heirs, executors and administrators, against all loss, costs and expenses, including counsel fees reasonably incurred by him or her in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been a Director or Officer of the Association, to the fullest extent permitted by and consistent with the provisions of the Tennessee Nonprofit Corporation Act. The indemnification provisions of this Section shall also apply to any person appointed by the Developer to serve on the Board or as an Officer during any time that the Developer has the right to appoint all members of the Board of Directors. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a common expense of the Members of the Association, which shall be assessed to and paid by the Members as provided in the Master Deed. Nothing contained in this Section 7.1 shall, however, be deemed to obligate the Association to indemnify any Member or Owner of a Unit who is, or has been a Director or Officer of the Association with respect to any assessment or other obligations assumed or liabilities incurred by him or her or as a Member or Owner of a Unit under the provisions of the Master Deed.

Section 7.2 Nonexclusively of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute or by a provision of the Charter, Master Deed, these By-Laws, or by a vote of the Members or disinterested Directors, or otherwise.

Section 7.3 Insurance Contracts and funding. The Association may maintain insurance as a common expense of the Association to

protect itself, the Developer, and any Director, Officer, employee or agent of the Association against any expense, liability or loss, whether or not the Association would have the power to indemnify such persons against such expense, liability or loss under the Tennessee Nonprofit Corporation Act.

Section 7.4 Indemnification of Employees and Agents of the Association. The Association may, by action of its Board of Directors from time to time, provide indemnification and pay expenses of employees and agents of the Association with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and Officers of the Association or pursuant to rights granted pursuant to, or provided by, the Tennessee Nonprofit Corporation Act, or otherwise.

ARTICLE VIII
GENERAL PROVISIONS

Section 8.1 Amendment. These By-Laws may be amended by the Developer at any time prior to the sale or transfer of all Units. Thereafter, these By-Laws may be amended at a regular or special meeting of the Members by the affirmative vote of Members having more than fifty percent (50%) of the total voting power of those Members qualified to vote who are present, in person or by proxy, at such meeting; provided, however, no provision of these By-Laws that requires the affirmative vote of a higher percentage than fifty percent (50%) of the total voting power of the members to take action shall be amended unless the vote to amend any such provision receives at least the same higher percentage or more of the total voting power of the Members.

Section 8.2 Mortgagee Rights. The Board of Directors, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid dues or assessments, or other default by the Unit Owner of the mortgaged Unit. The Board of Directors, when giving notice to a Unit Owner of a default in paying dues or assessments or other default, shall send a copy of such notice to each mortgagee of a Unit whose name and address has been furnished to the Board.

Section 8.3 Books and Records. The Board of Directors shall keep reasonably detailed records of the actions of the Board, minutes of the meetings of the Board of Directors, minutes of the meetings of the Members, and financial records and books of account of the Association, including a separate account of each Unit which, among other things, shall contain the Percentage Interest allocated to the Unit, the amount of assessments levied against the Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all Members at least annually.

Section 8.4 Inspection Rights. The Master Deed, the Charter, these By-Laws, the Rules and the books and papers of the Association shall be available for inspection by any Member or his designated representative, at all times during reasonable business hours at the principal office of the Association, where copies may be purchased at a reasonable cost.

Section 8.5 Nonprofit Corporation. As set forth in the Charter, this Association is a nonprofit corporation formed pursuant to the Tennessee Nonprofit Corporations Act. No Member, member of the Board of Directors or any other person from whom the Association may receive any property or funds shall receive or be lawfully entitled to receive any pecuniary profit from the operations of the Associations; and in no event shall any part of the funds or assets of the Association be paid as a salary or compensation to or be distributed to, or inure to the benefit of, any member of the Board of Directors. The foregoing, however, shall in no way prevent or restrict the following:

(a) Reasonable compensation may be paid to any Member or Director while acting on behalf of the Association for services rendered in effecting one or more of the purposes of the Association; and

(b) Any Member or Director may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

Section 8.6 Conflict between Documents. In the event of a conflict in any of the provisions of the Act, Charter, Master Deed, these By-Laws, or the Rules of the Association, then said documents shall govern or control in the following order of preference: (1) the Act, (2) Master Deed, (3) Charter, (4) these By-Laws, and (5) the Rules of the Association.

Section 8.7 Fiscal Year. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Exhibit "D"

<u>Unit Number</u>	<u>Approx. Square Footage of Unit</u>	<u>Percentage Interest</u>
PHASE I (727 BATTERY PLACE)		
101	1600	04.4692
102	1600	04.4692
103	1600	04.4692
104	1600	04.4692
105	1600	04.4692
201	1600	04.4692
202	1600	04.4692
203	1600	04.4692
204	1600	04.4692
205	1600	04.4692
301	1600	04.4692
302	1600	04.4692
303	1600	04.4692
PHASE II (110 DOUGLAS STREET)		
101	1500	04.1899
102	1500	04.1899
103	1500	04.1899
104	1500	04.1899
201	1500	04.1899
202	1500	04.1899
203	1500	04.1899
204	1500	04.1899
301	1500	04.1899
302	1500	04.1899

PREPARED BY
PIONEER TITLE AGENCY, INC.
513 GEORGIA AVENUE
CHATTANOOGA, TN

PREPARED BY WILLIAM D. JONES
ATTORNEY AT LAW
513 GEORGIA AVENUE
CHATTANOOGA, TN 37403

ASSIGNMENT OF RIGHTS, POWERS, DUTIES, FUNCTIONS AND
OBLIGATIONS OF DEVELOPER UNDER MASTER DEED AND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF BATTERY PLACE CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS that Battery Place
Condominiums, LLC, a Tennessee limited liability company, (herein
the "Developer") for and in consideration of One Dollar and other
valuable consideration to it in hand paid by Battery Place
Condominium Owners Association, Inc., a Tennessee corporation,
(herein the "Association") the receipt of which is hereby
acknowledged, does hereby sell, transfer, assign and set over
unto the Association, its successors and assigns, all rights,
powers, duties, functions, obligations and interests it has in
and to the following:

94976

- 1) Master Deed and Declaration of Covenants, Conditions and
Restrictions of Battery Place Condominiums and the By-Laws
dated July 21, 2006, and recorded in Book 8029, Page 161, in
the Register's Office of Hamilton County, Tennessee.
- 2) Charter of Battery Place Condominium Owners Association,
Inc. recorded in Book 8026, Page 165, in the Register's
Office of Hamilton County, Tennessee.

In Witness Whereof, Developer has caused this instrument to be
executed by its Chief Manager this 31st day of October, 2007.

Battery Place Condominiums, LLC,
Tennessee limited liability
company

By: Tagner H. Bailey
Tagner H. Bailey, Chief Manager

Instrument: 2007111300158
Book and Page: G1 8521 17

MISC RECORDING FEE \$10.00
DATA PROCESSING FEE \$2.00
Total Fees: \$12.00

User: HCDCMSertel
Date: 11/13/2007
Time: 3:22:09 PM
Contact: Pam Hurst, Register
Hamilton County, Tennessee

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, William D. Jones, of the state and county aforesaid, personally appeared Tagner H. Bailey with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Chief Manager, authorized to execute the instrument of the Battery Place Condominiums, LLC, the within named bargainor, a limited liability company, and that he as such Chief Manager executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company, by himself as Chief Manager.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 31st day of October, 2007.

William D. Jones
Notary Public

My Commission Expires: 8-23-09

