

EXHIBIT D

**BYLAWS OF
WOLFTEVER ON BROAD OWNERS' ASSOCIATION**

**ARTICLE I
NAME**

The following provisions shall constitute the Bylaws of WOLFTEVER ON BROAD OWNERS' ASSOCIATION, INC., (the "Bylaws"), a nonprofit corporation (the "Association") which shall, along with the provisions of the Charter of the Association (the "Charter"), the DECLARATION FOR WOLFTEVER ON BROAD, as may be amended from time to time (the "Declaration") and the Rules and Regulations set forth in the Declaration and those adopted by the Board of Directors of the Association (the "Board"), govern the administration of WOLFTEVER ON BROAD, a commercial development (the "Development"), and the rights in the Development owned by the Association ("Common Properties"). The terms in these Bylaws (unless otherwise defined) shall have the same meaning as the terms defined in the Declaration for this Development.

**ARTICLE II
OFFICES**

The principal office of the Association shall be located at:

800 Broad Street, Suite 200
Chattanooga, TN 37402

or at such other place either within or without the State of Tennessee, as shall be lawfully designated by the Association, or as the affairs of the Association may require from time to time.

**ARTICLE III
PURPOSES**

The purposes of this Association shall be to provide for the establishment of an owners' association for the government of the Development in the manner provided by the Charter, the Declaration and these Bylaws. The aims of this Association are to be carried out through any and all lawful activities, including others not specifically stated in the Charter, the Declaration, or these Bylaws but incidental to the stated aims and purposes, provided that any such activity or contribution shall conform to any applicable restrictions or limitations set forth in the Charter or which are imposed on real estate.

**ARTICLE IV
ASSOCIATION**

4.01 Membership. The Declarant and every person or entity who is a record Member (Co-owner) of a fee simple interest or an undivided fee simple interest in any Lot (being defined in Declaration as any Lot in the Development whether improved or unimproved) which is subject to the Declaration shall be a Member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall be automatically transferred to a new Member upon the conveyance of any Lot and recording of the deed of conveyance in the Register's Office of Hamilton County, Tennessee. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.02 Voting Rights. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 4.01. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. When one or more co-owners signs a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more of the other co-owners is present and objects to such vote, or if not present, submits a proxy or objects in a written instrument delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, each co-owner will be entitled to a fractional vote equal to his fraction of ownership.

**ARTICLE V
THE BOARD OF DIRECTORS**

5.01 Board of Directors. Subject to Section 5.02 of this Article herein below, the administration of the Development and Common Properties on behalf of the Association shall be conducted by a Board of Directors ("Board") which shall consist of three (3) natural persons of legal age, each of whom, at all times during membership on the Board, shall be a Member, a member of the household of a Member, or the nominee of an entity, other than a natural person, which is a Member.

5.02 Declarant Performs Functions.

(a) The rights, duties and functions of the Board shall be solely exercised by Declarant until such time as a completed commercial building exists on each Lot, or at such time as solely determined by Declarant (the "Turnover Date"). The Declarant may, in its sole discretion, designate up to three (3) individuals to serve on the Board on behalf of the Declarant during the period that the Declarant is performing the functions of the Board. Such individuals designated by the Declarant need not be Members, and may be removed and replaced by the Declarant at will. The Declarant may also limit the scope of authority of such individuals. Until such time as a completed commercial building exists on each Lot, or at such other time as solely determined by Declarant, the Declarant shall call a special meeting of Members to elect Directors to succeed to the positions held by individuals designated by the Declarant.

(b) Upon the completion of a commercial building on each Lot or at such time as the Declarant determines to relinquish the rights it has reserved to itself, the Declarant shall execute and record in the Register's Office of Hamilton County, Tennessee, a document assigning those rights to the Board.

5.03 Election. At each annual meeting, subject to the provisions of Section 5.02 hereof, each Owner shall appoint one person to the Board; provided, however, the members of the Board that shall succeed the Declarant shall be appointed at a special meeting duly and specifically called for that purpose by the Declarant. The Board appointed at that special meeting shall serve until the next annual meeting of the Association held thereafter.

5.04 Term. Members of the Board shall serve for a term of one (1) year. The members of the Board shall serve until their respective successors are duly qualified and appointed, or until their death, resignation or removal.

5.05 Resignation and Removal. Any member of the Board may resign at any time by giving written notice to the President or the remaining Board members. A vacancy on the Board shall be deemed to exist in the event of the death of a Board member, the disability of a Board member which, in the opinion of a majority of the members of the Board, renders such Board member incapable of performing Board duties, or in the event a Board member shall cease to be a Member. Whenever there shall occur a vacancy on the Board for any reason, the Owner(s) of the Lot that the former Board had an interest in shall appoint a successor Member to serve until the next annual meeting of the Association.

5.06 Compensation. The members of the Board shall receive no compensation for their services unless expressly authorized for by the Members of the Association, but they shall be reimbursed for reasonable expenses incurred by them in the performance of their duties.

5.07 Powers and Authority of the Board. The Board, for the benefit of the Members of the Association, shall enforce the provisions of the Declaration, these Bylaws, and the Rules and Regulations governing the Development. Subject to any provision herein, the Board shall have the power and authority to acquire and pay for the following, which shall be deemed Common Expenses of the Association:

(a) Garbage collection, necessary utility services, lawn maintenance, paving and striping for the Property. It being understood that the dumpster located on Lot 1 is for sole use of Lot 1.

(b) The services of a person or firm to manage its affairs (herein called "Manager"), to the extent deemed advisable by the Board, as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the Common Properties and other items governed by the Association, whether such personnel are employed directly by the Board or are furnished by the Manager. All persons employed to manage or assist in the management or maintenance of the Common Properties and other items governed by the Association shall be employed at the will of the Board; provided that a manager may be employed for successive periods not exceeding a three (3) year term in each period. The Board may delegate any of its duties, powers or functions relating to the daily administrative affairs of the Association to any person or firm designated by the Board to act as Manager.

(c) The services of a person or firm to provide security for the Development to the extent and in such manner (fixed or roving or a combination thereof) as allowed by law and as determined by the Board to be necessary or proper.

(d) Legal and accounting services necessary or advisable in the operation of the Common Properties and the enforcement of this Declaration, these Bylaws, and any Rules and Regulations

made pursuant thereto.

(e) Officers and Directors Liability Insurance covering the Officers and Directors of the Association acting in such capacity.

(f) A fidelity bond naming the Manager, and such other person as may be designated by the Board as principals and the Board, Association and members as obligees, in an amount to be determined from time to time by the Board.

(g) Painting, maintenance, repair, replacement and landscaping of the Property. The Board shall also have the exclusive right from time to time to acquire and dispose of by sale or otherwise and without the necessity of approval by any Member, furnishings and equipment and other personal property for the Property and to provide maintenance, repair and replacement thereof.

(h) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments that the Board is required to secure or pay for pursuant to the terms of the Declaration, these Bylaws or any Rules and Regulations promulgated hereunder or which, in its opinion, shall be necessary or advisable for the operation of the Common Properties or for the enforcement of the Declaration, these Bylaws, or the Rules and Regulations.

The Board shall have the exclusive right to contract for all goods, services, including security personnel, and insurance, payment for which is to be made a Common Expense. The provision shall not be construed to prohibit the Board from delegating such authority to the Manager as it deems proper.

5.08 Additional Powers of the Board. The Board shall have the right to acquire, operate, lease, manage, mortgage and otherwise trade and deal with the Property as may be necessary or convenient in the operation and management of the Property, and in accomplishing the purposes set forth herein. The Board, or any managing agent or entity designated by the Board, shall be deemed the agent of the Members and as such shall manage, maintain and improve the Property and also collect, conserve, allocate and expend money received from the Members in a manner consistent with such agent's relationship and in conformity with this Declaration, these Bylaws and the Rules and Regulations.

5.09 Meetings of the Board. Meetings of the Board shall be held at such places as the Board shall determine. Three (3) members of the Board shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board. The President of the Association shall chair meetings of the Board, and the Secretary of the Association shall record the minutes, whether said Secretary is a Member of the Board or not. The Board shall annually elect all of the officers set forth in Section 6.05 hereof. The meeting for the election of officers shall be held at a meeting of the Board to be held immediately following the annual meeting of the Association. Any action required to be or which may be taken by the Board, may be taken without a meeting of the Board pursuant to a written consent, setting forth the action so taken and signed by all members of the Board.

5.10 Special Meetings. Special meetings of the Board may be called by the President of the Association or by any two (2) Board members.

5.11 Notice of Meetings. Regular meetings of the Board may be held without call or notice. The person or persons calling a special meeting of the Board shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for

which the meeting is called. If an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

5.12 Waiver of Notice. Any members of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver of notice of such meeting unless a Board member attends the meeting for the express purposes of objecting to the transaction of any business because the meeting was not lawfully called, and does so object by delivering a written document to that effect.

5.13 Notice of Election. After the election of the Board to succeed the first Board, the Secretary of the Association shall execute and, where desirable, acknowledge and record a certificate stating the names of all of the members of the then Board, provided, that, in the event of the disability or other incapacity of the Secretary, the President of the Association shall be empowered to execute the aforesaid certificate. The certificate shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

5.14 Fiscal Year. The Board shall determine the fiscal year of the Association.

5.15 Special Committees. The Board, by resolution duly adopted, may designate one or more special committees, including, without limitation, an Architectural Review Committee, with each committee to consist of two (2) or more Members appointed by the Board, which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. The Board may also rescind any such resolution by a further resolution duly adopted. The Declarant shall perform the functions of all Special Committees until such time as provided in Section 5.02 hereof. Such Special Committee or Committees shall have such name or names as may be determined from time to time by the Board. Such Special Committees shall keep regular minutes of their proceedings and report the same to the Board when required. The Board may appoint Members to fill vacancies on Special Committees.

5.16 Rules and Regulations. The Board shall have the power and right to adopt and amend rules and regulations for the purpose of governing the details of the operation and use of the Property and setting forth restrictions on, and requirements respecting the use and maintenance of the Property. Copies of the Rules and Regulations shall be furnished to each Member prior to the time the same shall become effective.

5.17 Limitation on Capital Additions, Etc. The Board shall authorize no structural alterations, capital additions to, or capital improvements of the Property, any of which require an expenditure in excess of Five Thousand Dollars (\$5,000.00) without approval of 100% of the votes of those members who are present or represented at any annual or special meeting of the Association duly called for such purpose; provided, however, that the Board shall have the power to make any such structural alterations, capital additions to, or capital improvements of the Property as are necessary, in the Board's reasonable judgment, to preserve or maintain the integrity thereof without obtaining such approval, if, in the opinion of the Board, an emergency exists which should be corrected before a meeting of the Association could be reasonably called and held.

5.18 Failure to Insist on Strict Performance Not Waiver. The failure of the Board or its agents to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions in the Declaration or these By-Laws, or the Rules and Regulations, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be

construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, right, option or notice; but such term, covenant, condition or restriction, right, option or notice shall remain in full force and effect.

ARTICLE VI
THE ASSOCIATION: MEETINGS, OFFICERS, ETC.

6.01 Quorum. The presence, in person or by proxy, at any meeting of the Association of all of the Members entitled to cast votes, in response to notice to all Members properly given in accordance with Sections 6.02 and 6.03 of these Bylaws, as the case may be, shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Association upon the affirmative vote of Members entitled to cast a majority of the votes which are represented at such meeting.

6.02 Annual Meeting. There shall be an annual meeting of the Association on the first Monday of February at 6:00 P. M. at such reasonable place or other time (but not more than sixty (60) days before or after such date) as may be designated by written notice by the Board delivered to the Members not less than fifteen (15) days prior to the date fixed for said meeting. At or prior to the annual meeting, the Board shall furnish to the Members: (1) a budget for the coming fiscal year that shall itemize the estimated Common Expenses of the coming fiscal year with the estimated allocation thereof to each Member, and (2) a statement of the Common Expenses itemizing receipts and disbursements for the previous and, if then available, for the current fiscal year, together with the allocation thereof to each Member. Within ten (10) days after the annual meeting, the budget statement shall be delivered to the Members who were not present at the annual meeting, if not previously provided.

6.03 Special Meeting. Special meetings of the Association may be held at any time and at any reasonable place to consider matters, which by the terms hereof, require the approval of all or some of the Members, or for any other reasonable purpose. Special meetings may be called by a majority of the Board, or by at least ten percent (10%) of the Members by written notice, delivered to all Members not less than thirty (30) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and the matters to be considered.

6.04 Telephone Meetings. Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating director can hear and be heard by other participating directors.

6.05 Action Without Meeting. Any action required to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors or a committee of directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors or all of the members of the committee of directors, as the case may be, in accordance with the By Laws of the Association.

6.06 Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with these Bylaws or other such rules adopted by the Board.

6.07 Officers. The officers of the Association shall be a Chairman of the Board, President, Vice-President, Secretary, and Treasurer. The Declarant may, in its sole discretion, designate individuals to fill these positions during the period that the Declarant is performing the functions of the Board pursuant to Section 5.02 hereof. Such officers designated by the Declarant need not be Members, and may be

removed and replaced by the Declarant at will. The Declarant shall determine the scope of the authority of each such designated officer.

Once the Declarant has turned over authority to a successor Board pursuant to Section 5.03 hereof, the following provisions shall become applicable: Each officer shall be required to be a Member, and the President must be a member of the Board. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board and may be removed and replaced by the Board. In the event an office becomes vacant due to an officer ceasing to be a Member, or due to the death or disability of an officer, or for any other reason, the Board shall immediately name a successor to that office to serve out the remainder of the term. The Board may, in its discretion, require that officers be subject to fidelity bond coverage.

(a) **Chairman of the Board.** The Chairman of the Board shall be the chief executive officer of the Association and he shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees. He shall have the authority and power to execute on behalf of the Association contracts, notes, bonds, mortgages, deeds of trust, security deeds, leases, waivers of liens and other documents and instruments arising in the ordinary course of business.

(b) **President.** The President shall be the chief operating officer of the Association and in the absence of the Chairman of the Board, he shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees. He shall have the authority and power to execute on behalf of the Association contracts, notes, bonds, mortgages, deeds of trust, security deeds, leases, waivers of liens and other documents and instruments arising in the ordinary course of business.

(c) **Vice-President.** In the absence or inability of the President, the Vice-President shall perform the functions of the President.

(d) **Secretary.** The Secretary shall keep the minutes of all proceedings of the Board and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and the Board, including the minute book wherein the resolutions shall be recorded.

(e) **Treasurer.** The Treasurer shall be responsible for the fiscal affairs of the Board and the Association, but may delegate the daily handling of funds to the Manager and accounting to accountants selected by the Board.

ARTICLE VII LIABILITY AND INDEMNIFICATION

7.01 Liability of Members of the Board and Officers. The members of the Board, the officers and any agents and employees of the Association shall: (i) not be liable to the Members or Association as a result of their activities as such for any mistake of judgment, or otherwise, except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (ii) have no personal liability to a Member or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Members in their capacity as such; (iii) have no personal liability in tort to a Member or any other person or entity direct or imputed by virtue of acts

performed by them as Board members and/or officers, except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; and (iv) have no personal liability arising out of the use, misuse, or condition of the Property, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such Board members and/or officers.

7.02 Indemnification by Association. To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any an all personal liability and all expenses, including, without limitation, counsel fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Members or any other persons or entities, to which he shall be, or shall be threatened to be made a party, by reason of the fact that he is or was a member of the Board or an officer or agent or employee of the Association; provided, in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or by vote of the Association or the Board, or otherwise. The indemnification by the Association set forth in this Article VII shall be paid by the Board on behalf of the Association and shall constitute a Common Expense.

7.03 Costs of Suit in Actions Brought by One or More Members on Behalf of All Members. No suit shall be brought by one or more but less than all Members on behalf of all members without approval of all Members and, if approval is obtained, the plaintiff's expenses, including reasonable counsel's fees and court costs, shall be a Common Expense, unless such suit is brought by one or more Members against other Members, the Association, or against the Board, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all Members as defendants, in which event the plaintiff's expenses, including counsel's fees and court costs, shall not be charged as a Common Expense.

7.04 Notice of Suit and Opportunity to Defend. Suits brought against the Association, or the Board, or the officers, employees or agents thereof, in their respective capacities as such, or the Common Properties as a whole, shall be directed to the President of the Association, who shall promptly give written notice thereof to the other members of the Board and any Mortgagees, and shall be defended by the Board, and the Association and all Members shall have no right to participate other than through the Board in such defense. Suits against one or more, but less than all Members, shall be directed to such Members, who shall promptly give written notice thereof to the Board and to the Mortgagees of the Lots affected, and shall be defended by such Members at their expense.

ARTICLE VIII GENERAL PROVISIONS

8.01 Businesses. Nothing contained in these Bylaws shall be construed to give the Board the authority to conduct any business for profit on behalf of the Association or any Member.

8.02 Notices. Any notice required to be sent to any member under the provisions of these Bylaws shall be deemed to have been properly sent, and notice thereby given, when personally hand delivered or mailed, postpaid, to the last known address of the Member on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary in writing of any change

of address. Any notice required to be sent to the Board, the Association or any officer thereof, under the provisions of these Bylaws shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

800 Broad Street, Suite 200
Chattanooga, TN 37402

8.03 Conflict. In the event of any conflict between these Bylaws and the provisions of the Charter, the Charter shall control and govern. In case of any conflict between the Declaration and these Bylaws, the Declaration shall control and govern.

8.04 Nonwaiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8.05 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all members, their heirs, successors and assigns.

8.06 Severability. The invalidity of any covenants, restrictions, conditions, limitations or any other provisions of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

8.07 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Charter and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.

EXHIBIT E

RULES AND REGULATIONS

A) SIGNS

Plans and designs for main exterior sign ("Main Sign") must be submitted to the Declarant or Board. The Declarant or Board must give written approval prior to installation.

Plans and designs for a sign to be located on or near the front door ("Front Door Sign") must be submitted to the Declarant or Board. The Declarant or Board must give written approval prior to installation.

The sign builder and installer selected by an Owner must be pre-approved by Declarant or Board. An Owner shall submit pictures of similar signs the proposed builder and installer has constructed and/or installed, as the case may be.

No other signs or other advertising devices of any kind shall be displayed which are visible from the exterior of any Building or the Common Properties, including "For Sale" signs, except as approved by the Declarant or Board. Once the approval of the Declarant or Board has been given, no future Board shall prohibit the existence of a sign that the Declarant or prior Board has approved.

B) OUTDOOR FURNISHINGS:

Except as approved in writing by Declarant or the Board, no furniture, plants, decorative items, signs or other items shall be permitted on or around the outside of any Building.

C) EXTERIOR MAINTENANCE OF BUILDING:

Each Owner shall maintain the exterior and interior of his/her/its Building in a neat, clean, safe, and sanitary condition. Each Owner shall use due care to avoid damaging any of the Common Property or any other Building, and each Owner shall be responsible for his/her/its own negligence or misuse of any of the Common Property or of his own facilities resulting in damage to the Common Property or any other Building.

D) PARKING:

No disabled vehicles shall be parked or placed upon the Property. No tractor trailer trucks or other over-sized vehicles shall be allowed to park or remain on the Property, with the exception of usual and ordinary temporary parking of commercial delivery trucks and vehicles. PPG shall be allowed to park vehicles for the necessary operation of their business.

E) GARBAGE AND REFUSE CONTAINMENT

Each Owner shall store all garbage and refuse inside the Owner's Building until placed in appropriate container provided. Lot 1 has a dumpster for the sole use of Lot 1. Each Owner shall immediately clean up any garbage or refuse which is scattered or spread upon the his/her/its Lot. The Common Properties shall not be used for storage of supplies, personal property, or trash or refuse of any kind except common trash receptacles placed at the discretion of the Board.

F) WINDOW AND DOOR COVERINGS:

All window and door coverings, such as draperies, blinds, sheers, etc., exposed to the exterior of any Building shall be approved by the Declarant or Board. This provision shall not prohibit Lot 1 occupant from placing displays or advertising in their windows.

G) MODIFICATIONS:

No Owner shall make any interior structural alterations or structural modifications to his Building (interior, non-load bearing walls being permissible), nor any exterior alterations or modifications to his Building or to any of the Common Properties, including, but not limited to, the erection of antennas, aerials, awnings, the placement of reflective or other material in the windows of the Buildings, or other exterior attachments, without the prior written approval of the Declarant or the Board. The Declarant and Board shall not approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety or appearance of the Property.

H) No immoral, improper, unlawful or offensive activity shall be carried on in any Building or upon the Common Properties, nor shall anything be done which may be or become an annoyance or a nuisance to the other Owners. Any loitering upon the Property, especially in front of or at the side of a Building, is classified as an annoyance and a nuisance. No Owner shall do or permit anything to be done or keep or permit to be kept in his Building or on the Common Properties anything that is dangerous or offensive or that will increase the rate of insurance (notwithstanding PPG's regular business operations).

I) No outdoor sales, tent sales, or events shall be conducted on the Property without the written consent of the Declarant or Board. In the event the Declarant or Board consents to an Owner conducting an outdoor sale, tent sale, or event, said event shall only be held after normal business hours on weekdays or on a weekend, with any affected areas of the Common Properties being in broom clean condition by 8:00 a.m. the next business day.

J) All interior and exterior maintenance and upkeep of the Building shall be the responsibility of and at the expense of the Owner; except for the responsibilities assumed above by the Association. The decision of the Board as to the condition of each Building shall be final and conclusive, and shall be binding upon the Owner of the Building.

- K) No fences shall be constructed or placed upon the Property without the prior written approval of the Declarant or the Board.
- L) These Rules and Regulations concerning the use of the Common Properties shall be promulgated by the Board of the Association unless duly amended by unanimous vote of the Directors.
- M) The Association or its agents shall have access to each Building from time to time during reasonable working hours, upon notice to its Owner, as may be necessary for the maintenance, repair or replacement of any of the Common Properties, or at all times without notice as may be necessary to make emergency repairs to the Common Properties.
- N) No television, radio or other signal receiving devices, whether the signals are transmitted by mass communication systems or privately owned systems of a non-mass communication nature, nor any television satellite dishes exceeding 18 inches in diameter shall be erected or maintained on any of said Buildings. No such communication devices may be visible from any street.
- O) It is the intent of Declarant that Buildings shall be used and occupied as retail, professional and/or business office space; however, Declarant reserves the right to sell or lease the Buildings for those purposes/uses that the Declarant believes to be in the best interests of the Development as a whole. Nevertheless, no Building shall be used or occupied for:
 - 1) Tatoo Parlor.
 - 2) Adult Video/Toy/Bookstore.
 - 3) Convenience Store.
 - 4) Tanning Salon.
 - 5) Pool Hall, Video Game Center, or laundromat.
 - 6) dance hall or night club
 - 7) funeral parlor
 - 8) second hand or liquidation outlet
 - 9) vehicle sales
- P) No billboards may be placed upon the Property.