This instrument prepared by and after recording returnable to:

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DECLARATION ESTABLISHING

NASHVILLE YARDS PARCEL 9 CONDOMINIUM

February 8, 2023

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THIS DECLARATION is made effective as of the date set forth on the preceding title page by AEG SWVP-NY 9A LLC, a Delaware limited liability company ("**Declarant**"), pursuant to the provisions of the Tennessee Condominium Act of 2008, Tenn. Code Ann. §§ 66-27-201 et seq. (the "**Act**"), for the purpose of forming a condominium and establishing certain easements, covenants and restrictions to run with the land:

RECITALS

WHEREAS, Declarant is the current fee simple owner of certain real property located in the City of Nashville, Davidson County, Tennessee, more particularly described on Exhibit A attached hereto (the "**Land**"). The Land is part of the approximately 18-acre project known as "Nashville Yards" (the "**Project**") and is subject to the Project Document (defined below).

WHEREAS, Declarant or its successor to each Unit (defined below) plans to construct, or cause to be constructed, various structures for commercial and/or residential use (as more particularly identified in Section 2.01 below and on the Plat (defined below)), a parking garage, and various other improvements on the Land, from time to time, all as shown in accordance with the Plat (the condominium regime and property therein collectively, the "**Property**" or "**Condominium Property**"). Specifically, Declarant desires to create a condominium with 19 initial condominium Units as more particularly set forth on the Plat.

WHEREAS, each Unit may be submitted to an additional declaration(s) creating one or more sub-condominiums consisting of multiple discrete units thereof (if and when created, from time to time, a "**Sub Condominium**" and such discrete units thereof, collectively, the "**Sub Units**").

WHEREAS, it is therefore Declarant's desire and intent, by recording this Declaration, to establish a commercial condominium pursuant to the Act to be known as "NASHVILLE YARDS PARCEL 9 CONDOMINIUM" (the "**Condominium**") and to impose upon the real property encumbered hereby mutually beneficial restrictions under a general plan for the benefit of all of the Units (including any Sub Units contained therein) and all of the owners thereof.

WHEREAS, immediately following the recording of this Declaration, Declarant will transfer the (a) 9B1 Units, 9B2 Units, 9B3 Units, 9B1 Garage Unit, 9B2 Garage Unit, 9B3 Garage Unit (such terms defined below) to SWVP-NY 9B LLC, a Delaware limited liability company ("**SWVP-NY 9B**"); (b) Parcel 07 Garage Unit (defined below) to Uptown Property Holdings LLC, a Delaware limited liability company; and (c) Loading Dock Unit (defined below) to the Association (defined below).

WHEREAS, also following recording of this Declaration, (a) Declarant intends to sell the 9A3 Units and 9A3 Garage Unit (such terms defined below), and (b) SWVP-NY 9B intends to sell the 9B3 Units and 9B3 Garage Unit.

NOW, THEREFORE, Declarant, as evidenced by the recording this Declaration, hereby submits the Land, together with the improvements now and hereafter constructed thereon, to the provisions of the Act, to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, improved and in any other manner utilized, in all cases subject to the provisions of the Act and subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration and the other Condominium Documents, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division thereof into condominium ownership and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall be for the benefit of and be binding upon each Owner (defined below) of any portion of the Property or any interest therein and each Unit's Permittees (defined below), and shall inure to the benefit of and be binding upon each successor in interest to the Owners.

ARTICLE I
GENERAL SUMMARY OF CONDOMINIUM AND CERTAIN DEFINITIONS

Section 1.01. General Summary of Condominium. The Condominium created by this Declaration consists of the following 3 components:

(i) *Units* (more precisely defined in Section 1.02 below). Units are owned in fee simple by the Owners thereof. The Condominium's initial 19 Units are more specifically described in Section 2.01 below. All of the Units and their planned physical location in relation to each other, Limited Common Elements, and Common Elements are visually depicted on the Condominium's Plat attached to this Declaration as Exhibit B. Each Unit is given a unique alpha-numeric identifier on the Plat, and Units are unshaded on the Plat.

(ii) *Limited Common Elements* (more precisely defined in Section 1.02 below). As more particularly set forth in Section 2.08 below, Limited Common Elements are portions of the Condominium Property that benefit one or more, *but not all*, of the Units and are owned (on an undivided basis) by and proportionately paid for by *the Unit(s) that they benefit*. All of the Limited Common Elements and their planned physical location in relation to each other, Units, and Common Elements are visually depicted on the Plat. Each group of Limited Common Elements is identified as 1D, 3D, or 5D on the Plat (depending on the Unit group they benefit), and Limited Common Elements are cross-hatched on the Plat.

(iii) *Common Elements* (more precisely defined in Section 1.02 below). Common Elements are portions of the Condominium Property that benefit *all* Units and are owned (on an undivided basis) and proportionately paid for by *all of the Units*. As more particularly set forth in Section 2.07 below, all of the Common Elements and their planned physical location in relation to each other, Units, and Limited Common Elements are visually depicted on the Plat. The Common Elements are identified as 8A on the Plat, and Common Elements are shaded light grey on the Plat.

Section 1.02. Certain Definitions. Without limiting other definitions set forth elsewhere in this Declaration, the following terms used in this Declaration have the following meanings, unless the context clearly indicates a different meaning therefore:

(a) "**Act**" means the Tennessee Condominium Act of 2008, Tenn. Code Ann. §§ 66-27-201 et seq., as in effect on the date of this Declaration and, to the extent applicable, as may be amended from time to time.

(b) "**Affiliate**" means any entity which directly or indirectly controls or is controlled by or is under common control with Declarant.

(c) "**Association**" means Nashville Yards Parcel 9 Condominium Association, Inc., a nonprofit corporation organized pursuant to the Tennessee Nonprofit Corporation Act, Tenn. Code Ann. §§ 48-51-101 et seq., as the same may be amended from time to time, of which all Owners (or, in lieu of Owners of Units that have been submitted to a Sub Condominium and the Owners of such Sub Condominium's Sub Units, the respective Sub Condominium owner association(s)) shall be members and which corporation shall administer the operation, management, maintenance, and control of Condominium Property subject to the Condominium Documents. The Association has been or will be formed pursuant to the Charter filed with the Secretary of State of Tennessee.

(d) "**Board of Directors**" or "**Board**" means the Board of Directors of the Association, elected pursuant to the Bylaws of the Association.

(e) "**Bylaws**" means the set of Bylaws adopted by the Association simultaneously with the formation of the Association, providing for the self-governance of the Condominium Property by the Association, and such amendments thereto as may be adopted from time to time, the form of which initial Bylaws is attached hereto as Exhibit C.

(f) "**Charter**" means the Charter of Nashville Yards Parcel 9 Condominium Association, Inc. filed with the Tennessee Secretary of State, forming the Association, and such amendments thereto as may be adopted from time to time, the form of which initial Charter is attached hereto as Exhibit D.

(g) "**City**" means the Metropolitan Government of Nashville-Davidson County, Tennessee.

(h) "**Common Elements**" means all portions of the Condominium Property, other than the Units and Limited Common Elements, including the following:

(i) the balance of the Land;

(ii) all utilities or utility lines serving all of the Units or the Common Elements;

(iii) all easements, rights and appurtenances granted by this Declaration affecting or relating to the use of all of the Units, Limited Common Elements, and/or the Common Elements;

(iv) certain exterior plaza surfaces and related improvements serving all of the Units; and

(v) all other elements (other than the Units and Limited Common Elements) desirable or rationally of common use or necessary to the existence, upkeep and/or safety of the Condominium.

More specifically, the Common Elements are labeled "8A" on the Plat and, as of the Effective Date, consist solely of the pathways and sidewalks on Level 1 of the Condominium Property.

(i) "**Common Expenses**" means all expenses arising out of the ownership of the Common Elements for which the Owners are liable to the Association and operational expenses of the Association, including all expenses arising out of the ownership and maintenance of its property. Common Expenses shall include (i) expenses of administration of the Common Elements; (ii) expenses of insurance; (iii) expenses of maintenance, operation, repair, replacement, rehabilitation, restoration, renovation and betterment of the Common Elements and any portion of a Unit maintained or owned by the Association; (iv) any valid charge against the Condominium Property as a whole; (v) costs and/or expenses necessarily or reasonably (as determined in the good faith judgment of the Board of Directors) incurred by the Association to discharge its duties and responsibilities to the Unit Owners; and (vi) expenses declared to be Common Expenses by the provisions of the Condominium Documents, as the same may be amended, from time to time, in accordance with the provisions thereof. Without limiting the foregoing, Common Expenses shall be charged to the Unit Owners pursuant to a Common Expense Budget.

(j) "**Common Expense Budget**" means the annual budget for Common Expenses approved by the Board of Directors for each calendar year of the Association.

(k) "**Common Surplus**" means the excess of all the receipts of the Association including, assessments, rents, profits and revenues over the amount of the Common Expenses.

(l) "**Condominium Documents**" means this Declaration, the Bylaws, the Charter, and the Rules and Regulations, all of which, among other things, govern the use of the Units, Limited Common Elements, and Common Elements and set forth the obligations and responsibilities incident to ownership of each Unit and its appurtenant undivided interest in the Common Elements.

(m) "**Consolidation Plat**" means that certain Consolidation Plat, Nashville Yards Subdivision, Parcel 9, Revision 1, of record as instrument number 20221214-0129508 with the Register of Deeds of Davidson County, Tennessee.

(n) "**Declaration**" means this instrument and all exhibits hereto as it and/or they, from time to time, may be amended.

(o) "**Declarant**" means AEG SWVP-NY 9A LLC, a Delaware limited liability company, and any of its successors and/or assigns that receives by written, recorded assignment from Declarant all or a portion of (as applicable) Declarant's rights (or a portion thereof) under the Condominium Documents.

(p) "**Effective Date**" means the effective date of this original Declaration, as set forth on the title page to this Declaration.

(q) "**Land**" means the parcel or tract of real estate described in Exhibit A to this Declaration, submitted to the provisions of the Act.

(r) "**Limited Common Element**" means those portions of the Condominium Property that are (i) designated as a Limited Common Element on the Plat or by the terms of this Declaration and (ii) for the exclusive use of one or more (but fewer than all) specifically identified Unit(s).

(s) "**Limited Common Expense**" means the expense arising from the maintenance or repair of a Limited Common Element for which the Unit Owner(s) of the Unit(s) to which the Limited Common Element is appurtenant shall be liable to the Association. Limited Common Expense shall include, but not be limited to, the expense of maintenance, operation, repair, replacement, rehabilitation, restoration, renovation, and betterment of a Limited Common Element; and expenses declared to be Limited Common Expenses by the provisions of the Condominium Documents, as the same may be amended, from time to time. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of one or more Unit(s), any portion thereof serving only that or those Unit(s) is a Limited Common Element allocated solely to that or those Unit(s), and any portion serving any portion of the Common Elements is a part of the Common Elements.

(t) "**Mortgage**" means a first lien mortgage or deed of trust encumbering one or more Units or Sub Units.

(u) "**Mortgagee**" means a holder or an insurer of a Mortgage which entity has given notice to the Association that it is the holder of a Mortgage affecting all or any part of the Condominium Property as hereinafter provided.

(v) "**Occupant**" means any party, including any Owner or Sub Unit Owner or a lessee under a lease, license, or other occupancy agreement, having a right to occupy or use all or any portion of a Unit or a Sub Unit for any period of time from time to time, including during a particular lessee's exclusive lease term.

(w) "**Owner**" or "**Unit Owner**" means every party who is a record owner of a Unit or a Sub Unit which is part of a Unit, as the case may be.

(x) "**Permittee**" means any Occupant and any officer, employee, agent, customer, vendor, supplier, guest, invitee and contactor of an Owner, Sub Unit Owner, or any other Occupant.

(y) "**Plat**" means the condominium plat showing the Units, the Limited Common Elements, and the Common Elements of the Condominium Property that is attached hereto as Exhibit B and made a part hereof for all purposes, as such Plat may from time to time be amended.

(z) "**Project Document**" means, collectively, that certain (i) Master Declaration of Covenants, Conditions, Easements and Restrictions for Nashville Yards, dated March 23, 2018, and recorded as Instrument No. 20180323-0027779 with the Davidson County Register of Deeds, as amended from time to time (which future amendments shall not require a Unit Owner's consent); and (ii) the association formed pursuant to the foregoing instrument and its respective governing documents.

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

(bb) "**Rules and Regulations**" means those Rules and Regulations adopted, amended, and/or restated, from time to time, by the Board of Directors of the Association that are deemed necessary and/or desirable for the enjoyment of the Condominium Property, provided they are not in conflict with the Act or the other Condominium Documents.

(cc) "**Sub Association**" means the owners' association created upon the submission of a Unit to a declaration creating a Sub Condominium.

(dd) "**Sub Declarant**" means the owner of a Unit who submits a Unit to an additional declaration creating another condominium.

(ee) "**Sub Unit Owner**" means and refers to every party who is a record owner of a Sub Unit.

(ff) "**Unit**" means the parts of the Condominium Property, as set forth in the Plat, intended for the exclusive ownership and possession by an Owner, together with the following appurtenances: (i) the undivided interest in the Common Elements assigned to such Unit as provided in this Declaration and (ii) if applicable, such Unit's interest in the Limited Common Elements designated for use by such Unit. The Units are identified on the Plat and shall consist of the volumes or cubicles of space which lie between the upper, lower, and perimetrical boundaries described as follows:

(i) *Upper Boundaries.* If the Unit is located (or to be located) below another Unit, the Unit's upper boundary is the exterior surface of its highest ceiling,

but if the Unit is not located (or to be located) below another Unit, the Unit's upper boundary is the highest boundary of all air rights above the highest exterior surface of such Unit's improvements (or Unit ground surface, if no improvements); -

(ii) *Lower Boundaries.* If the Unit is located (or to be located) above another Unit, the Unit's lower boundary is the upper boundary of such other Unit, but if the Unit is not located (or to be located) above another Unit, the Unit's lower boundary is the lowest boundary of all sub-surface rights below the lowest exterior surface of such Unit's improvements (or Unit ground surface, if no improvements); and

(iii) *Perimetrical Boundaries.* If the Unit contains (or is to contain) one or more buildings, the perimetrical boundaries shall be the vertical planes of the Unit boundaries reflected on the Plat extended to their planar intersections with such Unit's upper and lower boundaries, but if the Unit exists (or is to exist) completely within a building, the perimetrical boundaries shall be the vertical planes of the exterior surfaces of the building containing the Unit extended to their planar intersections with such Unit's upper and lower boundaries.

All materials constituting any portion of the exterior surfaces of a Unit designated as a boundary of a Unit are a part of the Unit.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01. Description of Improvements and Identification of Units. The Plat identifies each Unit, the Limited Common Elements, the Common Elements, and their relative locations and has been prepared and recorded to establish the same before the construction of improvements within and/or that comprise such Units, Limited Common Elements, or Common Elements. Notwithstanding any other provision of this Declaration, after completion of construction of one or more of such improvements, the Declarant contemplates making, and reserves the right to make, amendments to the Plat and/or Exhibit E to correspond and conform to any actual construction, from time to time, including updates to the size of the Units and to the relative (i) ownership interest of the Common Elements, (ii) Owner voting rights, and (iii) share of Common Element expenses (all of which are based on the proportion of a Unit's improvements square feet to the square feet of all Unit improvements), and when recorded, any such amendment(s) shall supersede the pre-construction Plat and Exhibit E. Declarant may delegate such amendment authority to the Association, but neither the Declarant nor the Association shall have any obligation to make such amendment(s). Notwithstanding the foregoing, plans for the 9B1 Units (defined below) and 9B2 Units (defined below) are not sufficiently detailed as of the Effective Date to equitably charge Common Elements expenses to such Units (as no presence exists or use of the Common Elements is being made by such Units), so Declarant and all Owners agree that until plans are permitted for the construction of such Units' improvements, such Units shall be allocated 0 square feet for purposes of calculating the Common Elements expenses.

More specifically, the Plat contemplates the following structures and identifies and creates the following Units:

(i) a creative office and retail building containing approximately 409,279 square feet of office space (the "**9A1 Creative Office Unit**") and approximately 41,518 square feet of retail space on the ground floor of such building (the "**9A1 Retail Unit**") (collectively, the "**9A1 Units**");

(ii) a multi-story entertainment-oriented building containing an approximately 4,000-occupant theatre with approximately 113,574 square feet and approximately 6,195 square feet of space for a rooftop bar (collectively, the "**9A2 Venue Unit**") and approximately 37,198 square feet of retail space on the ground floor of such building (the "**9A2 Retail Unit**") (collectively, the "**9A2 Units**");

(iii) a high-rise residential tower containing approximately 521,631 square feet for residential purposes (the "**9A3 Residential Tower**") and including approximately 27,092 square feet of retail space on the ground floor of such tower ("**9A3 Retail Unit**") (collectively, the "**9A3 Units**");

(iv) another high-rise residential tower containing approximately 518,001 square feet for residential purposes (the "**9B3 Residential Tower**") and including approximately 9,338 square feet of retail space on the ground floor of such tower ("**9B3 Retail Unit**") (collectively, the "**9B3 Units**");

(v) a tower to be used for residential and/or office, hotel, and/or other commercial purposes of a size to be determined by its Owner (the "**9B2 Tower Unit**") and including retail space of a size to be determined by its Owner on the ground floor of such tower ("**9B2 Retail Unit**") (collectively, the "**9B2 Units**");

(vi) a tower to be used for residential and/or office, hotel, and/or other commercial purposes of a size to be determined by its Owner (the "**9B1 Tower Unit**") and including retail space of a size to be determined by its Owner on the ground floor of such tower ("**9B1 Retail Unit**") (collectively, the "**9B1 Units**");

(vii) a parking garage with a total of approximately 2,077 parking spaces underneath some or all the foregoing such improvements accommodating the entire Condominium (the "**Garage**"), comprised of the following Units (each, a "**Garage Unit**"):

(1) a Garage Unit of approximately 317,737 square feet with approximately 811 parking spaces (the "**9A1/9A2 Garage Unit**"), which is intended to serve the Owners and other Permittees of the 9A1 Units and 9A2 Units;

(2) a Garage Unit of approximately 134,771 square feet with approximately 339 parking spaces (the "**9A3 Garage Unit**"), which is intended to serve the Owners and other Permittees of the 9A3 Units;

(3) a Garage Unit of approximately 112,119 square feet with approximately 287 parking spaces (the "**9B3 Garage Unit**"), which is intended to serve the Owners and other Permittees of the 9B3 Units;

(4) a Garage Unit of approximately 91,687 square feet with approximately 253 parking spaces (the "**9B2 Garage Unit**"), which is intended to serve the Owners and other Permittees of the 9B2 Units;

(5) a Garage Unit of approximately 62,862 square feet with approximately 185 parking spaces (the "**9B1 Garage Unit**"), which is intended to serve the Owners and other Permittees of the 9B1 Units; and

(6) a Garage Unit of approximately 64,044 square feet with approximately 187 parking spaces (the "**Parcel 07 Garage Unit**"); and

(viii) a loading dock area (the "**Loading Dock Unit**") with approximately 55,975 square feet and 29 bays (each, a "**Loading Dock**") for use by Owners, other Occupants, and their Permittees in connection with their normal and proper purposes of their respective Units or Sub Units (or portions thereof) and pursuant to rules and regulations established from time to time by the Owner of the Loading Dock Unit and/or the manager of the Loading Dock Unit.

Section 2.02. Garage Unit Use Limitation; No Transfer of Garage Unit Parking Spaces. Notwithstanding any other provision of this Declaration to the contrary and except as expressly set forth in this section:

(i) the parking spaces in each Garage Unit may be used only to serve the Permittees of the Unit(s) that each such Garage Unit is intended to serve, as identified above or otherwise agreed for the benefit of the Condominium; and

(ii) no Occupant of a Garage Unit may sell, convey, transfer, assign, give, lease, rent, license, or hire out any parking space(s) or any other portion(s) of any Garage Unit, or otherwise allow the use thereof (any of the foregoing, a "**Parking Space Transfer**"), to or by any party other than a Permittee of the Unit(s) that each Garage Unit is intended to serve, as identified above or otherwise agreed for the benefit of the Condominium; provided that, for the avoidance of doubt, the foregoing shall not prohibit any Occupant of the 9A3 or 9B3 Units from leasing parking spaces (whether one or more) from the Occupants of the 9A1, 9A2, 9B1 or 9B2 Units and the Garage Units that serve such Units on terms acceptable to such applicable Occupant of the 9A1, 9A2, 9B1, or 9B2 Units.

The following are the exceptions to such use limitation and the prohibition on Parking Space Transfers:

(i) approval in writing in advance by the Association;

(ii) collateral assignment of a Garage Unit (or portion thereof) by its Owner to such Owner's secured lender(s);

(iii) with Declarant's prior written consent, Owners of Garage Units may trade parking spaces within the Garage with each other from time to time, so long as all of such trading Owners are the then-Owners of the applicable Garage Units,

and neither the intended use(s) of such Garage Units are materially adversely effected nor are the uses of any other Garage Units unreasonably interfered with;

(iv) the use of the 9A1/9A2 Garage Unit for Condominium retail parkers pursuant to the terms and conditions of that certain Retail Parking and Loading Dock Use Agreement, of even date herewith, and entered into by Declarant's sole owner, Declarant, the Association, and SWVP-NY 9B; and

(v) parking spaces in the 9B2 Garage Unit, 9B1 Garage Unit, and/or the Parcel 07 Garage Unit may be used from time to time (in the sole determination of such Garage Unit Owner), to provide parking for users of the property located at 161 Rosa L. Parks Boulevard (commonly known as the "Frost Building"), including the owner(s) and tenant(s) thereof and their respective employees, customers, visitors, guests, and vendors.

Section 2.03. Updates or Changes to Condominium Plan. Without limiting Section 2.01 above, the Declarant reserves the right, without the consent of any other Owner or Mortgagee (other than Declarant's Mortgagee relative to such Unit(s)), to add one or more additional levels of improvements or open space to or change the interior design and arrangement of any Unit, to alter the boundaries between Units, and to increase or decrease the number of Units, all so long as the Declarant owns the Units so altered. Changes in the boundaries between the Units shall be reflected by an amendment to the Plat by amendment to this Declaration. An amendment to the Plat reflecting an alteration of the boundaries of the Units owned by Declarant needs be signed and acknowledged only by the Declarant and need not be approved by the Owners and Mortgagees (other than Declarant's Mortgagee(s), if any, relative to such Unit(s) and only as required by such Mortgagee(s)). Declarant also reserves the right (i) to convert any portion of any Unit owned by Declarant to a Common Element or Limited Common Element and (ii) to convert any portion of a Common Element to a Limited Common Element or a portion of a Unit, provided that such conversion does not materially alter the rights of any Unit Owner, other than Declarant. To evidence such changes, Declarant shall record an amendment to the Plat and Declaration, and no other party shall be required to approve or execute such amendments (other than Declarant's Mortgagee(s), if any, relative to such Unit(s) and only as required by such Mortgagee(s)). In the event that any of the foregoing changes result in a change in the undivided interest in Common Elements or Limited Common Elements or a change in the share of Common Expenses or Limited Common Expenses with respect to Owners of Units other than Declarant at the time of such change, Declarant shall record an amendment to the Plat and Declaration (including Exhibit E), and no other party shall be required to approve or execute such amendments (other than Declarant's Mortgagee(s), if any, relative to such Unit(s) and only as required by such Mortgagee(s)).

Section 2.04. Balconies, Patios; Terraces and Trees. Unless otherwise denoted in this Declaration and/or on the Plat as constituting a Common Element or Limited Common Element, all balconies, patios and terraces attached to or directly accessible only from a Unit or any improvements constructed within a Unit shall be deemed part of such Unit. If a Sub Unit has been created that is physically connected to any such balconies, patios or terraces such that such improvements are attached to or directly accessible only from such Sub Unit and may reasonably directly accessed from such Sub Unit, then such balconies, patios or terraces shall be deemed a

part of the particular Sub Unit to which it is attached. Trees and other landscaping that are located on any outdoor dining portion of any Unit shall be installed at such Unit Owner's sole cost and expense, but notwithstanding any other term or provision of this Declaration to the contrary, following the installation of such trees and/or landscaping, the Association shall be responsible for the care, maintenance, and replacement of such trees and landscaping (but the cost of which shall be charged to the Owners as a Common Expense).

Section 2.05. Easements and Restrictions. The Units, Common Elements and Limited Common Elements are subject to the restrictions, easements, conditions and limitations now of record affecting the Condominium Property (including all matters reflected on the Consolidation Plat) and shall be, and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established in the Condominium Documents, including the following:

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

(b) Utility Equipment. There may be utility equipment (including telecommunications equipment such as ethernet cables, DAS antennae and/or antennae nodes, and Wi-Fi antennae) which is appurtenant to one or more Units, but which is located in or on the Common Elements. An easement is hereby reserved in favor of each Unit for the purpose of placement, maintenance, repair and replacement of said utility equipment by Declarant and/or the Owners of the Units; provided that no utility equipment shall be placed on any part of the Common Elements or Limited Common Elements other than the initial location, unless the written approval of the Declarant or the Association shall have been first obtained.

(c) Drainage Easements. Without limiting easements for sewer services and equipment, the Common Elements shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for storm water runoff and for the placement, maintenance, repair and replacement of equipment and facilities related to storm water drainage and water quality improvement and/or assessment (including catch basins, drains, sewer lines, and storage tanks and/or recirculation lines for irrigation) in the locations designated and/or approved by Declarant in favor of all Owners (for the use and benefit of such Owners and their Permittees), subject to all restrictions in the Condominium Documents.

(d) Easements for Access, Ingress, and Egress—Generally. The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for vehicular and pedestrian access, ingress, and egress over all roads, drive aisles, parking areas, walkways, halls, stairways, elevators, and other common areas located on or in Common Elements in favor of all Owners (for the use and benefit of such Owners and their respective Permittees) for all proper and normal purposes (including accessing appropriate parking spaces in the Garage and including accessing the Loading Dock Unit) and for the furnishing of services and facilities for which the same are

reasonably intended for the enjoyment of said Owners and their Permittees, subject to all restrictions in the Condominium Documents.

(e) Easements for Access, Ingress, and Egress—Garage, Loading Dock, and Associated Limited Common Elements. The Garage Units, the Loading Dock Unit, and both their respective Limited Common Elements and all other Limited Common Elements that provide access to and from the Garage Units and/or Loading Dock Unit to the Common Elements (*e.g.*, stairwells and elevators and elevator vestibules) shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for vehicular and pedestrian access, ingress, and egress over all (a) Garage and Loading Dock drive aisles, bays, walkways, stairways, elevators, and other passageways that are reflected on the Plat or otherwise designated by Declarant from time to time for such access, ingress, and/or egress and (b) such Limited Common Elements in favor of all Owners (for the use and benefit of such Owners and their respective Permittees) for all proper and normal purposes (including accessing appropriate parking spaces and elevators in the Garage, the appropriate Loading Dock(s), and all Loading Dock Unit grease collection rooms and/or tanks, trash and recycling collection rooms, dumpsters, and/or bins, and storage facilities) and for furnishing services and facilities for which the same are reasonably intended for the enjoyment of said Owners and their Permittees, subject to all restrictions in the Condominium Documents and all reasonable rules and/or regulations established from time to time by each applicable Unit Owner; provided that, for the avoidance of doubt, the foregoing shall not serve to require any Unit Owner to provide vehicular and/or pedestrian access, ingress or egress as the case may be, to such Unit Owner's walkways, stairways, elevators, parking spaces or lobbies that are not Limited Common Elements that provide access to and from the Garage Units and/or Loading Dock Unit to the Common Elements, except as otherwise set forth in Section 2.05(l).

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

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

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

(h) Easement of Support. Each Unit and the Common Elements and Limited Common Elements shall have an easement of support from every other Unit, Common Elements or Limited Common Elements which provide such support following the initial construction of improvements within such Unit and/or Common Elements and Limited Common Elements.

(i) Easement for Use of and Access to Limited Common Elements. Each Owner which has been allocated the use of Limited Common Elements shall have an easement (for the benefit of such Owner and its Occupants and Permittees relative to such Unit) for ingress and egress to and from such Limited Common Elements over the Common Elements, Limited Common Elements and the hallways, walkways, stairs, elevators and other common areas located within Units, as such areas may be relocated or re- configured from time to time, and to the extent such Owner has the duty to repair and maintain such Limited Common Elements, an easement to repair and maintain such Limited Common Elements. The Association, and each applicable Unit Owner whose Unit is so encumbered, is authorized to adopt reasonable rules and regulations regarding the use of such easements, including the right to limit the areas of such easements and the time and manner of use.

(j) Access Easements Benefiting the Association. Subject in all respects to the terms and conditions of this Declaration and the other Condominium Documents, Declarant hereby declares, grants, creates, imposes and establishes for the benefit of the Association and its agents and contractors a perpetual, non-exclusive easement for access, ingress and egress to, from, over, under and through the entire Condominium Property for the performance of its obligations and duties hereunder.

(k) Easement for Ingress and Egress to Adjacent Public Alleys and Streets. Each Unit Owner (for the benefit of such Unit Owner and respective Permittees) shall have an easement for vehicular and/or pedestrian ingress and egress over all Common Elements and all Limited Common Elements that are intended to provide vehicular and/or pedestrian access, as the case may be, to all adjacent public or private alleys and streets, including Church Street, 9th Avenue, 10th Avenue, and Platform Way South (whether or not Platform Way South shall be or subsequently becomes a publicly dedicated street), such easement shall include all walkways, hallways, stairways, and other areas open to the public. For clarification, the lobbies and other common areas of Unit improvements that are not identified by the Plat as Common Elements or Limited Common Elements (and that are not also intended to provide vehicular and/or pedestrian access to all adjacent public or private alleys and streets) shall not be subject to such easement or ingress or egress.

(l) Easement in Case of Fire or Other Life-Safety Emergency; Easement for Public Functions. Each Unit Owner (for the benefit of such Unit Owner and respective

Permittees) shall have an easement for emergency egress over all Common Elements and all portions of all Units and Limited Common Elements that are intended to provide emergency egress and/or escape in the event of a fire or other life-safety event. Without limiting rights under applicable law, an easement and right to use and enjoy is hereby granted to all police, fire protection, ambulance garbage collection, U.S. Postal Service employees and other necessary public works and utility vehicles and all service providers and private parcel delivery services to enter upon the Common Elements and Loading Dock Unit in the performance of their duties.

(m) Temporary Construction Easement. For purposes of the initial development and construction of the Condominium Property (including as may be altered by Declarant pursuant to Section 2.03), Declarant, each Unit Owner, the Association, and their respective agents, contractors, subcontractors, suppliers and materialmen, and vendors shall have a temporary construction easement, including for the temporary storage and staging of construction materials and equipment (including cranes) and crane swing rights and for associated vehicular and pedestrian access, upon and over the Condominium Property; provided, however, that in no event shall any Unit Owner's or the Association's use of such temporary construction easement unreasonably interfere with, or create a material adverse effect upon, the development, operation, and/or construction of any other Unit, Limited Common Element, or Common Element or any Unit Owner's, Sub Unit Owner's, or Permittee's use of its Unit, Sub Unit, or portion thereof (as the case may be). Without limiting the foregoing, Declarant, SWVP-NY 9B, their respective affiliates (including P9 Development Services LLC), and all of their respective agents, contractors, subcontractors, suppliers and materialmen, and vendors shall have a temporary construction easement, including for the temporary storage and staging of construction materials and equipment (including cranes) and crane swing rights and for associated vehicular and pedestrian access, upon and over the Condominium Property for construction of the Garage and all associated Limited Common Elements, Loading Dock Unit and all associated Limited Common Elements, and all Common Elements.

Section 2.06. Easements Appurtenant to Units. The easements and other rights created in the Condominium Documents for the Unit Owners shall be appurtenant to the Unit(s) of that Unit Owner (and shall be for the benefit of such Unit Owner and its respective Permittees), and all conveyances of title of every Unit shall include a conveyance of the easements and rights herein provided even if specific reference to such easements and rights does not appear in such instrument.

Section 2.07. Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements, together with all other Owners, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements in common with all other Owners (and their respective Permittees) for the purposes for which the subject Common Element was designed as herein provided, without hindering or encroaching upon the lawful rights of the other Owners, which rights shall be appurtenant to and run with the Units. The extent or amount of such ownership shall be expressed by a percentage relating to each Unit and shall remain constant, unless changed in accordance with the provisions of Section 2.03 hereof or by the approval of all Owners and Mortgagees affected hereby. The percentage ownership in the Common Elements relating to each Unit is set forth on Exhibit E attached hereto and has been

calculated by dividing the square footage of the Unit by the total square footage of all Units, all as identified on the Plat.

Section 2.08. Rights in or to Limited Common Elements. The Limited Common Elements appurtenant to any Unit shall be as described in this Declaration or shown on the Plat. The description shall be expressed by identifying the type of Limited Common Elements which are appurtenant to the Unit, if any, and the Owners of such Units (whether one or more than one Unit) shall have the exclusive right to use such Limited Common Elements so designated or described, unless changed by the Declarant as permitted in Section 2.03 hereof or by the unanimous approval of the Owners of the Units to which Limited Common Elements are appurtenant and their respective Mortgagees. Each Owner of a Unit to which the Limited Common Element is appurtenant shall have the right to use the Limited Common Element in common with the other Owner(s) (and their respective Permittees) who have the right to use such Limited Common Element for the purposes for which the subject Limited Common Element was designed as herein provided without hindering or encroaching upon the lawful rights of the other Owners, which rights shall be appurtenant to and run with the Units to which the Limited Common Elements are attached.

Section 2.09. Design and Construction Standards of Improvements.

(a) Unit and Limited Common Element Exteriors. The exterior improvements of each Unit and Limited Common Element shall be (i) designed and built and/or installed by licensed design and construction professionals in compliance with applicable law and the Condominium Documents, (ii) generally compatible with the exterior design elements and aesthetic nature of the rest of the Condominium Property and otherwise to standards consistent with at least a Class AA or Class A+ (*i.e.*, best of Class A) mixed-used development (as reasonably determined by the Board of Directors based on plans and specifications to be submitted to the Board of Directors prior to the commencement of construction), and (iii) without material adverse impact to the structural components and/or mechanical, electrical, plumbing, and/or telecommunications systems of any other portion of the Condominium Property. Notwithstanding anything to the contrary herein, the plans for the 9A3 and 9B3 Units that were submitted to the City on October 3, 2022, and set forth on Addendum 3 of the construction documents thereto are hereby approved, and do not require further approval from the Board of Directors.

(b) Unit and Limited Common Element Interiors. The interior improvements of each Unit and Limited Common Element shall be designed and built and/or installed (i) by licensed design and construction professionals in compliance with applicable law and the Condominium Documents, (ii) to standards consistent with at least a Class AA or Class A+ mixed-used development, and (iii) without material adverse impact to the structural components and/or mechanical, electrical, plumbing, and/or telecommunications systems of any other portion of the Condominium Property.

ARTICLE III

AUTHORITY, DUTIES, AND ORGANIZATION OF THE ASSOCIATION

Section 3.01. Authority and Duties. The Association is given authority (i) to administer the operation and the management of the Common Elements and, unless otherwise reserved for or delegated to certain Owners in this Declaration, the Limited Common Elements and (ii) with respect to Units that is set forth in this Declaration, provided that the administration of the operation and management of the Limited Common Elements for Units 9A3 and 9B3 identified as 3D in the key on the Plat shall be given to the Unit Owner(s) thereof. The Association shall perform such operation and management and such other tasks required of it and as set forth in the Condominium Documents. Without limitation of or being limited by the foregoing, (i) the powers and duties of the Association shall include those set forth in the Act, the Tennessee Nonprofit Corporation Act, Tenn. Code Ann. §§ 48-51-101 et seq., this Declaration, the Charter and the Bylaws; and (ii) the Association shall have the authority and duty to (A) engage a Condominium property manager, a janitorial services provider, and a trash and recycling services provider for all Common Elements, Limited Common Elements (unless such services are otherwise reserved for or delegated to certain Owners by this Declaration), and the Garage Units, pursuant to written agreements and on terms and conditions approved from time to time by the Board; (B) allocate the expenses for the same as Common Expenses, Limited Common Expenses, and/or among the Owners who benefit from such services in a reasonable and fair manner, pursuant to a Common Expense Budget and/or this Declaration; (C) delegate such authority to such property manager; and (D) enforce the terms and provisions of the Condominium Documents, provided that the duty to enforce shall be subject to the reasonable business judgment of the Board.

Section 3.02. Ownership and Management of Loading Dock Unit. The Association shall be the Owner of the Loading Dock Unit. The Association hereby appoints AEG SWVP Nashville LLC, a Delaware limited liability company and sole owner of the Declarant (referred to as the "Loading Dock Manager"), as the manager of the Loading Dock Unit, responsible for the day-to-day and strategic operations of the Loading Dock Unit and all of the Loading Docks (including promulgation of rules and regulations) pursuant to a commercially reasonable management agreement with market-rate terms and conditions to be entered into by and between the Association and the Loading Dock Manager. The Loading Dock Manager may delegate some or all of its management duties from time to time.

Section 3.03. Members and Ownership Percentage. The members of the Association shall consist of all record Owners of the Units (or, in lieu of Owners of Units that have been submitted to a Sub Condominium and the Owners of such Sub Condominium's Sub Units, the respective Sub Condominium owner association(s)). Change of membership in the Association shall be established by recording in the Register's Office for Davidson County, Tennessee, the deed or other instrument establishing record title to a Unit in the Condominium Property (or Sub Condominium declaration), and the delivery to the Association of a copy of such instrument, the Owner designated by such instrument thereby becoming a record Owner and a member of the Association. Membership of the prior Owner shall thereby be terminated. All present and future Owners, Occupants, and their respective Permittees shall be subject to and shall comply with the provisions of the Condominium Documents, as the same may be amended from time to time. The votes for a Unit shall be cast by the record member of the Association or the duly authorized proxy of the record member in the manner provided in the Bylaws. In the event a Unit has been submitted to a Sub Condominium, the president of the Sub Unit owners' association or other officer

designated by the board of directors of such association shall cast the votes of such Unit. Each Unit is allocated the percentage of the votes of the Association equal to the percentage ownership of the Common Elements appurtenant to such Unit as set forth in Exhibit E attached hereto, which percentages are subject to update pursuant to the terms of this Declaration (including Section 2.01).

Section 3.04. Bylaws. The Bylaws of the Association shall be in the form attached as Exhibit C to this Declaration and may be amended from time to time as set forth therein.

Section 3.05. Security. Without limiting the Association's right to engage property management and/or security services for the Common Elements and/or Limited Common Elements pursuant to this Declaration or the Rules and Regulations, each Unit Owner shall be responsible, at its sole cost and expense, for the security of and within its Unit(s).

Section 3.06. Copies of Condominium Documents and Project Document. The Association shall make available to Owners, Mortgagees, prospective lenders and prospective purchasers of Units current copies of the Condominium Documents and Project Document, for inspection upon request during normal business hours or under other reasonable circumstances.

ARTICLE IV
ASSESSMENTS

Section 4.01. Liability, Lien and Enforcement. To provide the funds necessary for its duties, responsibilities, and tasks, the Association is hereby granted the right to make, levy, and collect annual assessments against (i) the Owners of all Units to pay Common Expenses and such other expenses which the Association is authorized to incur under the terms and conditions of this Declaration and (ii) Owners of Limited Common Elements to pay the applicable Limited Common Expenses. The Association is also authorized to make, collect and levy assessments against one or more Unit Owners (i) for reimbursement of expenses the Association incurred by reason of any act of such Owner or any Permittee of such Owner(s) for damages of any nature or for penalties for rules violations and/or (ii) as may otherwise be expressly set forth in this Declaration. In furtherance of said grant of authority to the Association to make, levy and collect assessments pursuant to the terms of this Declaration, the following provisions shall be effective and binding upon the Owners of all Units.

Section 4.02. Assessments.

(a) All assessments for the payment of Common Expenses shall be levied annually against the Owners of the Units, as set forth in Exhibit E (as the same may be modified from time to time pursuant to the terms of this Declaration). Unless explicitly otherwise provided in this Declaration (such as sub-section (c) below), each Owner of a Unit (and the Unit) shall pay the percentage share of such assessment as set forth on Exhibit E (as the same may be modified from time to time pursuant to the terms of this Declaration). The assessments for Common Expenses shall be payable over the course of the year in advance monthly installments commencing for all Units on the date that the 9A3 Units are first sold by Declarant.

(b) All assessments for the payment of Limited Common Expenses shall be levied against the Owner(s) of the Unit(s) to which the Limited Common Elements are

appurtenant. If a Limited Common Element is appurtenant to more than one Unit and unless explicitly otherwise provided in this Declaration (such as sub-section (c) below), the Owners of the Units to which such Limited Common Element is appurtenant shall pay such assessment on a pro rata basis, with each respective Owner's Limited Common Expense share equal to the ratio of such Owner's undivided percentage interest in the Common Elements to the sum of the undivided percentage interest in the Common Elements of all Owners to whose Units such Limited Common Element is appurtenant. For example, if a Limited Common Element is appurtenant to Unit A and Unit B only and Unit A's undivided percentage interest in the Common Elements is 20% and Unit B's undivided percentage interest in the Common Elements is 40%, the (a) Unit A's Limited Common Expense share equals 20%/60%, or 1/3, and (b) Unit B's Limited Common Expense share equals 40%/60%, or 2/3. Notwithstanding the foregoing, for so long as Units 9B1 Units and 9B2 Units have no Common Expense assessments (pursuant to Section 3.03 and Exhibit E), the Owners of the 9B1 Units, 9B2 Units, and Parcel 07 Garage Unit shall equitably determine amongst themselves the allocation of the expenses for the Limited Common Elements shared by them. The assessments for Limited Common Expenses shall be payable over the course of the year in advance monthly installments commencing for all subject Units on the date that the 9A3 Units are first sold by Declarant.

(c) If any component of the Common Elements or a Limited Common Element, as the case may be, is used materially disproportionately more (compared to the percentages used to allocate assessments in sub-sections (a) and (b) above) by any one or group of Unit Owners which is less than all Unit Owners (or any one or more Sub Units created from such one or more Units), including all Permittees, then the Association may assess, reasonably and in good faith, such Owners for the repair and maintenance of such component of the Common Elements or Limited Common Element, as the case may be, based on such disproportionate usage, notwithstanding the provisions of sub-sections (a) and (b) above. Such assessments shall not be included in the assessment for Common Expenses or Limited Common Expenses, as the case may be, but shall be payable in such manner and at such times as may be determined by the Board of Directors of the Association.

(d) In the event a Unit has been submitted to a sub-declaration creating a Sub Condominium, all assessments assessed against a Unit shall be paid by the Sub Association created pursuant to such sub-declaration and in connection with such Sub Condominium.

Section 4.03. Annual Budget. By October 31 of each preceding calendar year, the Association shall propose to the Board of Directors a Common Expense budget for the following calendar year for review and approval. By November 30 of such preceding calendar year, the Board of Directors shall approve and adopt a Common Expense Budget for such forthcoming calendar year. The Common Expense Budget shall project the amount of funds for the forthcoming year which is anticipated to be required for the proper operation, management and maintenance of the Association and Condominium Property, including reasonable allowances for contingencies and reserves for replacements. The Association shall not be required to include reserves for repairs and replacement if the provision for such reserves will result in tax liability to the Association for such revenues in excess of expenses. The Association shall also have the right to refund any assessments in excess of actual expenditures to avoid tax liability on such excess amounts. The

Common Expense Budget shall take into account any projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. Within 15 days after the Board's adoption of each Common Expense Budget, copies of the Common Expense Budget shall be made available to each Unit Owner.

Should the Board of Directors, at any time, determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient for any reason, including emergencies and non-payment of any Owner's assessment, the Board of Directors shall have authority to levy such additional assessments as it shall deem necessary in accordance with the applicable provisions of the Condominium Documents and the Act; provided, however, if a Unit Owner is in default in payment of assessments which continues beyond the applicable notice and cure periods set forth in Section 4.07(a) below, the directors appointed by such Unit Owner may not vote regarding additional assessments proposed as a result of the non-payment of assessments.

Declarant and the Association anticipate that the Common Expense Budget for calendar year 2023 will consist only of the cost of insurance carried by the Association and miscellaneous administrative costs.

Section 4.04. Omission of Assessment. The omission by the Association, before the expiration of any year, to fix the assessments for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay assessments or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

Section 4.05. Detailed Records. The Association shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements, Limited Common Elements and any other expenses incurred. The Association shall make available to Owners, Mortgagees and lenders on any Unit or Sub Unit, the books, records and financial statements of the Association. If requested by Unit Owners with at least 67% of the Common Elements ownership by percentage, the Association shall obtain audited financial statements. The Association shall make available to prospective purchasers of Units the most recent annual financial statement of the Association. For purposes of this Article IV, "**available**" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

Section 4.06. Payment of Common Expenses and Limited Common Expenses by Unit Owners. All Unit Owners shall be obligated to pay any assessment for Common Expenses and Limited Common Expenses adopted by the Board of Directors pursuant to the terms of this Article IV. No Unit Owner may exempt itself from liability for its contribution toward Common Expenses or Limited Common Expenses by waiver of the use or enjoyment of any of the Common Elements, Limited Common Elements or by abandonment of its Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses or Limited Common Expenses assessed against its Unit subsequent to a sale or other conveyance by him of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter up to the time of conveyance without prejudice to the purchaser's

right to recover from the selling Unit Owner the amounts paid by the purchaser. Whenever any Unit may be sold, leased or mortgaged by the Owner, the Association, upon written request of the Owner, lessee or purchaser of such Unit, shall furnish to the Owner, the purchaser, the lessee or any proposed Mortgagee, within 10 business days of such request, a statement verifying the status of the payment of any assessment which shall be due and payable to the Association by the Owner of such Unit and to the knowledge of the Association whether the Unit or Unit Owner is in violation of the Declaration. Any purchaser, lessee or proposed Mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction and the Association shall be bound by such statement. If the Association fails to provide the statement within 10 business days of the request and also fails to provide such statement within 10 business days of a second written request of the same party given at least 10 business days after the first request, then the Association shall have no right to enforce past due assessments or violations of the Declaration known to the Association against the party making such request, unless such party has actual knowledge of the amount of such past due assessments or violation of the Declaration. In the event that a Unit is to be sold or mortgaged when any assessment is outstanding against the Owner of such Unit and such assessment due the Association is in default, the purchase or mortgage proceeds shall first be paid by purchaser or Mortgagee to the payment of any delinquent assessment or installment due the Association before the payment of the proceeds to or on behalf of the selling Unit Owner.

Section 4.07. Default in Payment of Assessments.

(a) The payment of any assessment or installment thereof due the Association shall be in default if such assessment or any installment thereof is not paid to the Association on or before the date that is 30 days following written notice to such Unit Owner from the Association that an assessment or installment thereof is late; provided, however, after any Owner receives the fourth such late notice in a calendar year, such Owner is no longer entitled to such notice for any further late payments in such calendar year, and assessments made or installments thereof for such calendar year shall be late if not paid on the due date for such payment. When in default beyond the 30-day notice and cure period set forth above, the delinquent assessment or delinquent installment due the Association shall bear interest at the greater of (i) the maximum legal rate on judgments or (ii) 12%, but not to exceed the maximum rate allowed under applicable law (the "**Interest Rate**") and such late fees and penalties provided in the Rules and Regulations of the Association, until such delinquent assessment or installment and all interest due thereon has been paid in full. The Association shall have a lien against Units for delinquent assessments which are not paid within the 30-day notice and cure period set forth above. Such lien shall secure and does secure the monies due for all assessments then or thereafter levied against the Unit, and such lien shall also secure interest, if any, which may be due on the amount of any delinquent assessment owing the Association. Such lien shall also secure all costs and expenses, including late penalties and attorneys' fees incurred by the Association in collecting delinquent assessments and enforcing the lien upon any Unit and its appurtenant undivided interest in the Common Elements and any Limited Common Elements appurtenant to such Unit. The lien granted to the Association may be foreclosed in the same manner as deeds of trust in the State of Tennessee provided the Association gives notice as required by the Act to the Unit Owner, the Mortgagee and all other lienholders of record of the Unit. The lien granted to the Association shall further secure such advances for taxes and payment on account of superior mortgages, liens or

encumbrances which may be required to be advanced by the Association in order to protect and preserve its lien, and the Association shall further be entitled to interest at the Interest Rate on any such advance made for such purpose. Subject to the provisions of Section 4.07(b), all parties who shall acquire, by whatever means, any interest in the ownership of any Unit or who may be given or acquire a mortgage, lien or other encumbrance thereon are hereby placed on notice of the lien rights granted to the Association and shall acquire such interest in any Unit expressly subject to the lien.

(b) If any Unit has been submitted to an additional declaration resulting in the creation of Sub Units, the Association's lien for delinquent assessments and related expenses shall not attach to the Sub Unit of any Sub Unit Owner who makes timely payment of its share of the assessments assessed by the Association against the Unit containing such Sub Unit.

(c) The lien granted to the Association shall be effective from and after the time of recording of this Declaration in the Register's Office for Davidson County, Tennessee. The Association's lien shall have the priority set forth in the Act. Under the Act, notices of delinquent assessments must be recorded to preserve certain priorities of the Association's lien. Such lien shall include assessments, late fees, penalties and other charges imposed by the Association for violations of this Declaration, the Bylaws and the Rules and Regulations, and shall include interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon.

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

Section 4.09. Power of Sale to Enforce Assessment Lien.

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

(b) Consistent with the provisions of Tenn. Code Ann. § 66-27-415, as may be amended from time to time, and solely for the purpose of better and more effectually

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

(c) Trustors agree to (i) pay the Secured Charges when due, as provided in this Declaration; (ii) to comply with all of the terms and conditions of the Condominium Documents and Project Document; and (iii) pay upon demand of Trustee or the Association, all the costs and expenses, together with reasonable attorneys' fees, of any court appearance or other proceedings required by Trustee, its successors or the Association to enforce any provision of this Declaration and Bylaws or any rule and regulation of the Association. If any Trustor fails to do any of these things, then Trustee or the Association may do any or all of these things, and the amounts so paid shall bear interest at the highest rate allowed under applicable laws in effect, from time to time, from the day of payment and shall become a part of the Secured Charges secured hereby.

(d) So long as a Trustor shall pay the Secured Charges when due (subject to applicable notice and cure periods), then this trust conveyance shall be of no further force or effect with respect to such Trustor's Unit. If the Secured Charges with respect to any Unit or any portion thereof are not paid promptly when due and such failure continues beyond the 30-day notice and cure period set forth in Section 4.07(a), this trust conveyance shall remain in full force and effect, and the said Trustee, or its successor in trust, is hereby authorized and empowered, upon giving notices required by the Act and under Tennessee law (including Chapter 5 of Title 35 of the Tennessee Code Annotated, as may be amended from time to time) and upon not less than 20 days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee (or upon such other notice as then required under Tennessee law) to sell said Unit, subject to the provisions of Section 4.07(b) hereof, at the front door of the court house in said county to the highest bidder for cash, at public outcry, free from the statutory right of redemption, the equity of redemption, homestead, dower and all other exemptions and rights of every kind, which are hereby expressly waived; and the said Trustee, or its successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any time after default in the payment of any of the Secured Charges, enter and take possession of said property, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

(i) first, to the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation

which may arise on account of the execution of this conveyance, or the enforcement of said lien;

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

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

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

ARTICLE V
MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY, ALTERATIONS AND UTILITIES

Section 5.01. The Association's Obligation to Maintain and Repair.

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

(i) the Common Elements; and

(ii) incidental damage caused to a Unit by any work done by or on behalf of the Association.

(b) The Association, acting through the Board of Directors, also shall be responsible for the maintenance, repair and replacement of the Limited Common Elements, the cost of which shall be charged only to the Owners of Units to which said Limited Common Elements being maintained, repaired or replaced are appurtenant, as a Limited Common Expense, except as follows:

(i) a Unit Owner shall have the sole obligation to maintain and repair, at such Unit Owner's sole expense, all Limited Common Elements (including balconies, patios, and terraces) serving only that Unit Owner's Unit; and

(ii) if a Limited Common Element serves more than one Unit, but one of the Units is the predominant user of such Limited Common Element, then the Board of Directors may at its discretion assign the maintenance of such Limited Common Element to such predominant user on terms defined by the Board; provided, however, that the expense shall be shared by such Unit Owners served by such Limited Common Element as a Limited Common Expense as set forth in this Declaration.

(c) If a Unit Owner fails to maintain and repair its Unit or any Limited Common Element as required by this Declaration, and such failure continues for 30 days after written notice to the Unit Owner from the Association specifying the required repairs, the Association may perform such maintenance and repair and assess the Unit Owner for all expenses incurred, together with Interest and a service charge of up to 10% of the costs for the Association's services.

(d) This Section 5.01 shall not relieve a Unit Owner of liability for damage to the Common Elements, Limited Common Elements, a Unit of another party, adjacent property or any other property damage caused by the Unit Owner or Sub Unit Owners of such Unit, or their respective Permittees as a consequence of an accident or the negligence, recklessness or willful misconduct of such party. The cost of repair for any damage so caused by the Unit Owner, Sub Unit Owners of such Unit, or their respective Permittees shall be a special assessment against the Unit Owner or if applicable only to a Sub Unit Owner, then the assessment shall be a lien only on such Sub Unit. To the extent insurance proceeds from insurance policies maintained by the Association or by any Owner are available and actually paid in due course without dispute for the repair of any such damage, then any Owner or lessee otherwise liable for damage and repair expenses under the terms of this Section 5.01(e) shall be relieved of liability to the extent of such insurance proceeds that are so paid.

Section 5.02. Each Owner's Obligation to Maintain and Repair.

(a) Each Owner shall, at such Owner's expense, maintain its Unit(s) and the Limited Common Elements that such Owner is expressly required by this Declaration to maintain and repair in a clean, first-class condition and operating order consistent with a first-class mixed use commercial development and, without limiting the foregoing, shall be responsible for the repair, maintenance and replacement, if necessary, of the following items in and/or comprising its Unit(s):

(i) the exterior of all buildings and other improvements containing and constituting all or any a portion of its Unit(s), including all components of the materials constituting the exterior surfaces and finishes of such buildings and other improvements, roofs, exterior doors and door frames, windows and window frames, entrance ways, and balconies, patios, and terraces that are part of such Unit(s). Without limiting the foregoing, each Owner shall engage professional window washing services for all windows that are a part of its Unit(s) and shall have the exterior and interior of all such windows washed at least twice per calendar year;

(ii) the structures, including outside walls and load-bearing columns, located within the Unit contributing to the support of such Unit(s) and any other Unit(s);

(iii) all other interior structural components of its Unit(s), including all interior corridors, stairwells, and hallways.

(iv) the plumbing systems and fixtures, electrical systems and fixtures, heating and air conditioning and other mechanical systems and fixtures serving only such Unit(s), whether located within or outside of the boundary of its Unit(s), including drains, sinks, and other plumbing fixtures and connections; grease traps; electrical panels, wiring, outlets, fuse boxes, wiring, light coverings, and other electric fixtures; elevators and elevator lobbies; and flues, vents, and hoods; and

(v) all other fixtures and the equipment in its Unit(s) and serving only such Unit(s), whether located within or outside of the boundary of its Unit(s), including refrigerators, stoves and all other appliances; interior doors, interior surfaces of the window frames, screening and glass, and interior surface of all exterior doors; wall coverings, including paint and wallpaper; and floor coverings, including carpeting, hardwood, vinyl and ceramic tile.

(b) A Unit Owner may delegate its maintenance and repair obligations under this section to one or more Sub Unit Owners created from the Unit or the relevant Sub Association and/or one or more of their Permittees, but such Unit Owner shall remain primarily responsible for such maintenance and repair obligations.

(c) In addition, each Unit Owner agrees:

(i) to perform the maintenance and repair of certain Limited Common Elements as required under Section 5.01(b);

(ii) to pay all utilities as herein provided and all taxes levied against its Unit;

(iii) that all alterations, additions, improvements, decorations, replacements and changes to its Unit(s) or any Limited Common Element and otherwise made (or allowed to be made) by such Unit Owner shall comply with the provisions of Section 2.09 and all provisions of this Declaration and applicable law;

(iv) not to make, or cause or allow to be made, repairs to any heating, ventilation, air conditioning or other mechanical, electrical, or plumbing systems located outside its Unit(s) but required to be maintained by such Unit Owner under Section 5.01(b) other than by licensed plumbers, electricians or heating and air conditioning professionals authorized to do such work by the Association or its delegate;

(v) once initially constructed, not to make, or cause or allow to be made, any alteration, addition, improvement, decoration, replacement or change to its Unit(s), the Limited Common Elements, or Common Elements or do, or cause or allow to be done, any act that would impair the following relative to any part of the Condominium Property: (a) structural soundness, (b) safety, or (c) overall design scheme in violation of Section 2.09 or that would impair any easement or right of another Unit Owner without the prior written consent of the Association and all Unit Owners directly affected thereby;

(vi) once initially constructed, not to make, or cause or allow to be made, any alteration, addition, improvement, decoration, replacement or change to the Common Elements without the prior written consent of the Association, which consent shall not be unreasonably withheld, conditioned or delayed; provided that if such consent is granted, the Unit Owner shall use, or cause or allow to be used, only a contractor approved by the Association, who shall comply with all Rules and Regulations with respect to the work which may be adopted by the Association, and the Unit Owner shall be liable for all damages to another Unit or to the Common Elements or Limited Common Elements caused by any such contractor or by the subcontractors or employees of such contractor, whether said damages are caused by negligence, accident, or otherwise; provided further, however, that a Unit Owner may undertake, or cause or allow to be undertaken, repair to any outside or exterior portion of the Unit without the prior written consent of the Association so long as such repair work does not constitute or include a change that requires Association approval as set forth in Section 2.09 and the Unit Owner uses, or causes or allows to be used, only a contractor approved by the Association for such repair work, who shall comply with all Rules and Regulations; and

(vii) to report to the Association any defects or needed repairs for which the Association is responsible promptly following such Unit Owner's discovery thereof.

(d) Each Unit Owner may make any alteration, addition, improvement, decoration, replacement or change to the interior of its Unit(s) without the prior consent of the Association or any other Unit Owner so long as such alteration, addition, improvement, decoration, replacement or change does not (i) impair the structural integrity or mechanical, electrical, or plumbing systems, (ii) lessen the support of any portion of the Condominium, or (iii) violate any Condominium Document.

(e) The Association shall be obligated to answer any request by a Unit Owner for any required approval of a proposed addition, alteration or improvement (by painting or otherwise) within 30 days after such request, but its failure to do so within the stipulated time shall not constitute a consent of the Association to the proposed addition, alteration, or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit that requires consent of the Association shall be executed by the Association, without, however, it incurring any liability on the part of the Board of Directors or any of them or the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any party having any claim of injury to a person or damage to property arising therefrom. The review by the Association under this Section 5.02 shall in no way make the Association liable for any alterations, additions, or improvements by any Unit Owner. Rather, such review is for purposes of aesthetics and control only. The Board of Directors shall have the right to appoint a committee to make recommendations to the Board regarding any request for review; however, the Board is not obligated to appoint a committee and is not obligated to follow the recommendation of the Committee.

Section 5.03. Alterations, Additions and Improvements by the Association. Except in the case of loss or damage to the Common Elements or Limited Common Elements as contemplated by Article VIII of the Declaration, the Association shall not make any material structural alterations, capital additions, or capital improvements to the Common Elements or Limited Common Elements which would have a one-time cost in excess of $25,000 (or $100,000 annually) (such sums to be increased annually by the cumulative percentage increase, from the date of recording this Declaration, in *The Consumer Price Index* published by the Bureau of Labor Statistics of the United States Department of Labor, US City Average, All Items or if such index is not available a comparable index selected by the Board of Directors of the Association (the "**CPI Factor**")) (other than for the purpose of required replacing, restoring or rehabilitating portions of the Common Elements or Limited Common Elements in accordance with the Declaration), unless the same is authorized by the Board of Directors of the Association and approved by the Association's voting members representing not less than 75% of the total votes of the members of the Association present at any regular or special meeting of the Unit Owners called for that purpose and at which a quorum is present. The cost of the foregoing shall be assessed against the Owners of Units as provided in Article IV hereof, except as otherwise provided in this Section 5.03. Where any alterations or additions as aforesaid are exclusively or substantially exclusively for the benefit of the Unit Owners requesting the same, then the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owners exclusively, or substantially exclusively, benefiting therefrom, and the assessment shall be levied in such proportions as may be determined to be fair and equitable by the Board of Directors of the Association. Notwithstanding the foregoing, where such alterations, additions, or improvements exclusively, or substantially exclusively, benefit the Unit Owners requesting the same, such alterations, additions, and/or improvements shall be made only when authorized by the Unit Owners exclusively, or substantially exclusively, benefiting therefrom so long as such Unit Owners exclusively pay for such alterations, additions, and/or improvements. Alterations, additions, and/or improvements of an emergency nature may be made upon authorization by a vote of the majority of the Directors available for consultation if the same is necessary and in the best interest of the Unit Owners.

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

ARTICLE VI
RESTRICTIONS ON USE OF CONDOMINIUM PROPERTY

Section 6.01. Rules and Regulations of the Association; Compliance with Condominium Documents and Project Document. The Association is authorized to promulgate, amend and enforce reasonable Rules and Regulations concerning the operation and use of the Common Elements and, where contemplated by this Declaration, the Units (*e.g.*, with respect to

lighting and landscaping plans pursuant to Section 6.02(n)) and Limited Common Elements (including to provide appropriate security measures with respect to such Limited Common Elements, to ensure sensitive operational areas are not freely accessible), provided that such reasonable Rules and Regulations are not contrary to or inconsistent with the Act and the other Condominium Documents. A copy of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner or if the Unit has been submitted to a Sub Condominium, the Sub Association established in connection with such Sub Condominium, prior to the time they become effective. The Condominium and the Condominium Property are subject to the Project Document, and all present and future Unit Owners and their Permittees and any party who uses any part of the Condominium Property in any manner are subject to, and shall comply with, the provisions of the Rules and Regulations, all other Condominium Documents, and the Project Document. The acquisition, rental or occupancy of a Unit or the use of any part of the Condominium Property by any party shall constitute its agreement to be subject to and bound by the provisions of the Rules and Regulations, and any non-recorded Condominium Documents and any non-recorded Project Document, like the recorded Condominium Documents and recorded Project Document, shall be deemed to be enforceable as equitable servitudes and covenants running with the land and shall bind any party having, at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. The Association may promulgate reasonable, non-discriminatory enforcement provisions for violation of any Rule or Regulation by a Unit Owner or its Permittees penalties for such violations.

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

(a) All portions of the 9A1 Units, 9A2 Units, 9A3 Units, 9B3 Units, 9B2 Units, and 9B1 Units shall be used only for such residential, retail, office, entertainment, or other commercial or business purposes that are lawful and permitted by applicable zoning ordinances and shall be subject to all of the use restrictions set forth in this Declaration.

(b) Each Garage Unit shall be restricted to use as a parking garage and ancillary uses with incidental storage areas and/or management offices.

(c) The Loading Dock Unit shall be restricted to use as a loading bay and ancillary uses with incidental storage areas and/or management offices.

(d) No activity shall be conducted on any portion of any Unit that threatens the life or safety of other Owners, Sub Unit Owners, or their Permittees or that creates or is a nuisance, as may be determined in the reasonable discretion of the Board of Directors.

(e) Without limiting the generality of any of the foregoing, except as otherwise specifically provided herein, no part of the Units or other Condominium Property, may be used for any of the following purposes: (A) facility that hosts pornographic performances (with the Board authorized to reasonably determine what is pornographic); (B) funeral home or store selling caskets; (C) mortuary; (D) warehouse operation (not including storage incidental to the operation of any otherwise permissible business); (E) manufacturing, landscaping or garden supply operation (except for such manufacturing that is otherwise incidental to a permissible use); (F) industrial operation; (G) processing

or rendering plant; (H) lumber yard; (I) central laundry, dry cleaning plant, or laundromat (except this prohibition shall not include any dry cleaning service only providing for pick-up and drop-off and not performing any cleaning on premises, any laundry facilities or operations customary for hotel operations or such facilities providing services only for Occupants and Owners); (J) any service station, car wash, or automotive repair facility, including without limitation any tire, battery and accessory facility; (K) veterinary office, animal hospital or animal raising or boarding facilities; (L) betting or other gaming establishment, facility or operation, including off-track betting parlor, table games such as black-jack or poker, slot machines, video poker/black-jack/keno machines or similar devices (this prohibition shall not apply to (i) governmental sponsored gambling activities, or charitable gambling activities so long as such governmental and/or charitable activities are incidental (*i.e.*, less than 10% of gross sales) to a permitted business operation being conducted in the Unit or (ii) a retail business, such as a sports bar, that is owned and/or operated by a legally permitted sportsbook or Occupants' use of legally permitted sportsbooks so long as such sportsbook(s) are licensed in Tennessee and in good standing under such licensure and so long as such operation and/or use is consistent with a first-class mixed use commercial development); (M) church, temple, mosque or other house of worship; (N) training or education facility, including beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, the foregoing shall not be applicable to on-site employee or other training by Occupants incidental to the conduct of its business in a Unit; (O) any employment office, day labor service, or other enterprise or organization that offers laborers for hire; (P) any payday loan company or similar check cashing company; and (Q) short term residential rental (rented or used for 30 days or fewer), whether or not owner-occupied and even if a short-term rental permit would be available from the City.

(f) Except for the 9A2 Venue Unit, no Unit shall be permitted to hold, allow, or consent to, ticketed live music events, featuring touring or non-touring performance artists, with more than 2,000 attendees with a fee charged for admission.

(g) There shall be no permanent obstruction of the Common Elements or Limited Common Elements, nor shall anything be kept or stored in the Common Elements or Limited Common Elements (except in designated storage spaces assigned by Declarant and balconies and terraces appurtenant to any Unit pursuant to the Rules and Regulations), nor shall anything be constructed on or planted in or removed from the Common Elements or Limited Common Elements (except that Units 9A3 and 9B3 shall be permitted to (i) plant and maintain seasonal landscaping color at the front entrance of such Units, and (ii) plant and update color in the beds along Commerce Street), nor shall the Common Elements or Limited Common Elements in any other way be altered without the prior written consent of the Association and, with respect to Limited Common Elements only, the Unit Owners to whose Units such Limited Common Elements are appurtenant.

(h) Compliance with all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Condominium Property and with restrictions in the Project Document is required.

(i) No Owner shall permit anything to be done or kept in its Unit or in the Common Elements or Limited Common Elements which will result in any impairment, vitiation, voidance, or cancellation of insurance on any part of the Condominium Property, or which would be in violation of any law. No waste shall be committed to the Common Elements or Limited Common Elements.

(j) No activity shall violate the following noise guidelines:

(A) No activity may be conducted on any portion of any Unit or Sub Unit such that noise emanating outside of such Unit or Sub Unit shall exceed the following thresholds on Sundays – Thursdays: (1) 85 dBA during the hours of 10:00 a.m. - 10:00 p.m., (2) 70 dBA during the hours of 10:00 p.m. – 12:00 a.m., and (3) 60 dBA during the hours of 12:00 a.m. – 10:00 a.m.; provided, however, that notwithstanding the foregoing, the hours between 12:00 a.m. and 2:00 a.m. on Sunday shall be treated as Saturday hours for purposes of this Section 6.02(j). By way of example, loud activities up to 70 dBA may occur on Sunday from 10:00 p.m., but must cease at 12:00 a.m.

(B) No activity may be conducted on any portion of any Unit or Sub Unit such that noise emanating outside of such Unit or Sub Unit shall exceed the following thresholds on Fridays and Saturdays: (1) 85 dBA may occur during the hours of 10:00 a.m. – 12:00 a.m., (2) 70 dBA during the hours of 12:00 a.m. – 2:00 a.m., and (3) 60 dBA during the hours of 2:00 a.m. – 10:00 a.m. By way of example, loud activities up to 85 dBA may occur on Saturday from 10:00 p.m. – 12:00 a.m., but must be reduced to 70 dBA after 12:00 a.m., and cease after 2:00 a.m.

(C) Notwithstanding the provisions of preceding sub-sections (A) and (B), the foregoing noise thresholds for the hours of 10:00 a.m. – 10:00 p.m. on Sundays - Thursdays and 10:00 a.m. – 12:00 a.m. on Fridays and Saturdays are increased to 95 dBA for outdoor festivals or similar staged events held on Condominium Property, provided that (i) the party sponsoring or managing such event, or one of their designees, shall provide to the Association advance written notice of such event, endeavoring to provide such notice at least 30 days in advance if such event is more than 30 days away; provided, however, that the failure to provide such notice, either by the sponsoring or managing party or a designee shall not void the right to have the event or the noise thresholds applicable to it; and (ii) to the extent commercially reasonable (from both cost and logistics perspectives), the Owner of such Unit or Sub Unit performing such activity endeavors to position portable stages to minimize sound reverberating against the 9A3 Residential Tower and the 9B3 Residential Tower. The Association shall endeavor to maintain an online calendar, available through a mobile application or otherwise, that Owners and their Permittees can access and that would include such festivals and events, following notification to the Association; provided, however, that the Association shall not be in default for any period of interruption in any such calendar or the discontinuance or failure to provide any such calendar.

(D) Without expanding the restrictions set forth in preceding sub-sections (A) and (B), the Owner of any Unit or Sub Unit with outdoor dining or beverage service shall encourage its tenants to (i) use canopies or other similar roof or shed structures intended to attenuate sounds which might emanate towards the 9A3 Residential Tower and the 9B3 Residential Tower and, except for the rooftop bar contemplated to be constructed above or as a part of the 9A2 Venue Unit, (ii) preclude amplified music at the exterior patio areas. Additionally, the Owner of any Unit or Sub Unit with outdoor dining or beverage service shall require its tenants to point any speakers, to the extent speakers are installed, at a downward angle, intended to attenuate sounds which might emanate towards the 9A3 Residential Tower and the 9B3 Residential Tower.

(E) Without expanding the restrictions set forth in preceding sub-sections (A) and (B), the terrace areas of the 9A2 Venue Unit should be constructed and/or used to the extent commercially reasonable (from both cost and logistics perspectives) in order to seek to reduce sounds towards the 9A3 Residential Tower and the 9B3 Residential Tower in violation of this Section 6.02(j), provided that the Owner of the 9A2 Venue Unit shall require its tenants to point any speakers, to the extent speakers are installed, at a downward angle, intended to attenuate sounds which might emanate towards the 9A3 Residential Tower and the 9B3 Residential Tower.

(F) Notwithstanding any of the foregoing, however, there shall be no prohibition on noise levels from construction activities on Condominium Property so long as such construction-related noise levels comply with applicable law.

For purposes of this sub-section, in the event of an alleged violation of the provisions of preceding sub-sections (A), (B), (C), or (F), all noise measurements shall be taken (i) by a licensed professional engineer with an expertise in acoustics or a reasonably qualified and experienced acoustics design professional; (ii) using a Type 1 or Type 2 calibrated sound level meter utilizing the A-weighting scale and the slow meter response as specified by the American National Standards Institute (A.N.S.I. S1.4-1984/85A) and in a manner so as to provide a proper representation of the sound being measured, including use of a windscreen to shield the meter's microphone and proper positioning to avoid all unnatural enhancement or unnatural diminution of the measured sound; and (iii) from a point as close as possible to any outside wall of the receiving structure affected by the noise at a height of 5 feet above the immediate surrounding surface.

In the event of an alleged, ongoing violation of any provision of this sub-section (j), the complaining Owner shall notify the Association in writing within 3 days of the alleged violation, and the Association shall then investigate such allegation (including taking measurements as set forth above) within 15 days of the Owner's complaint. If the Association determines that there is an ongoing violation of any provision of this sub-section (j), then the Association shall notify the offending Owner in writing (including supporting evidence), who shall have 15 days to either (i) challenge, in good faith, the Association's adverse determination in writing with supporting evidence or (ii) cure (or cause to be cured) such violation. In the event of a challenge, the allegation shall be

resolved pursuant to the dispute resolution process set forth in Section 6.05 of this Declaration. In the event that an offending Owner fails to timely cure such violation, the Association's remedy shall be the levy of a fine or fines against the offending Unit (including in the case of any Sub Unit of such Unit) in an amount determined in good faith by the Association to be commensurate with the violation (taking into account the nature and severity of the violation(s), the frequency of violation(s) by such Owner (or Sub Unit Owner), mitigation efforts of the Owner and other relevant factors). Each such fine shall be within a range of amounts (*i.e.*, minimum to maximum) set by the Association for a calendar year in the preceding calendar year and payable by written notice within 30 days of such notice, and the Association shall have a lien against such Unit for all such unpaid fine. In the event the Association fails to set a range for fine amounts for a calendar year, the preceding year's amounts shall remain applicable until the Association sets a new range for fine amounts. The obligation and right to enforce the provisions of this sub-section (j) against any Owner belong exclusively to the Association, and notwithstanding any other provisions of this Declaration to the contrary, no other Owner or any other party shall be entitled or allowed to enforce such fines or to take other remedial action respecting an alleged violation.

Each Owner and its respective Permittees acknowledges that they own, occupy, and/or use a Unit or Sub Unit, as the case may be, in and/or adjacent to an entertainment district and/or uses, with a live music venue, open spaces capable of hosting music and other ticketed and/or public and private events, and restaurant and other retail uses that may use recorded or live music and that may have open-air seating.

(k) Other than an exterior entry façade sign on a Unit advertising the tradename and/or logo of the then-Occupant of such Unit (or a portion thereof) and associated directional and/or wayfinding signage (all subject to legal requirements and the Rules and Regulations), all Condominium Property activation, signage (digital or otherwise), and sponsorship opportunities and all Condominium Property signage entitlements are reserved by and shall belong to Declarant and its Affiliates.

(l) No sign of any kind shall be displayed to the public view on or from any part of the Condominium Property, other than as provided in subparagraph 6.02(k), without the prior written consent of the Board of Directors of the Association, except (i) signs temporarily used by the Declarant in the selling or leasing of the Units or by any Declarant under any additional declaration creating Sub Units, (ii) signs on other locations on the Condominium Property approved by Declarant and in compliance with applicable law, (iii) daily A-frame signs for residential leasing (consistent with a first-class mixed use commercial development), and (iv) temporary leasing signs (consistent with a first-class mixed use commercial development).

(m) No sign, awning, canopy, window air conditioning unit shutter, or other fixture shall be affixed to or placed upon the exterior walls or roof of any building or the Limited Common Elements or any part of the Common Elements, without the prior written consent of the Board of Directors of the Association, except as permitted pursuant to Sections 6.02(k) and 6.02(l) or applicable law. The location of any satellite dishes is subject to the provisions of the Rules and Regulations.

(n) Without limiting the provisions of Section 2.09 or Article V, all exterior lighting and interior lighting that is visible from the outside of any Unit or Limited Common Element (including holiday lighting) and all landscape and hardscape plans must adhere to the Rules and Regulations or otherwise receive prior written approval from the Board of Directors (subject to their reasonable discretion) if such approval is required by the Condominium Documents.

(o) The Common Elements and Limited Common Elements shall be kept clear of rubbish, debris and other unsightly materials.

(p) No clothes, sheets, blankets, laundry of any kind, flags (except as expressly precluded from prohibition by the Act and only pursuant to the Act and the Rules and Regulations), banners, or other articles shall be hung from, out, or on, or exposed from, any part of the Common Elements or Limited Common Elements or the exterior of any Unit. With respect to residential Units and Sub Units (or the portions thereof used for residential purposes), (i) the covering and appearance of the windows, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, that are visible from the exterior of the Unit shall be subject to the Rules and Regulations; and (ii) no grills or other cooking devices or fire pits or stoves shall be used, kept, or stored on any balcony, terrace, or patio (excluding any common area of such Unit or Sub Unit that is expressly designed for such purpose(s)).

Section 6.03. Right of Access. Each Unit Owner grants a right of access to its Unit to the Association, and any other party authorized by the Association solely for the purpose of making inspections, alterations, and/or repairs of the Common Elements and Limited Common Elements; correcting any condition originating in its Unit and threatening other Units, Common Elements or Limited Common Elements; or to enforce any provision of the Condominium Documents (following any notice required by this Declaration and any opportunity to cure set forth in this Declaration); provided, however, that requests for entry are made at least 5 business days in advance and that such entry is at a time during normal business hours or at another time reasonably convenient to the Unit Owner. In case of an emergency which impairs other Units, Common Elements, and/or Limited Common Elements, such right of entry shall be immediate whether the Unit Owner is present at the time or not and shall be limited solely to the extent necessary to ameliorate such emergency. Each Unit Owner further grants a right of access to its Unit to the Declarant or its agent(s), or other authorized representative who is not Declarant's agent, solely for the purpose of (i) making all repairs required by any warranty delivered to the Unit Owner or any Sub Unit Owner at the closing of any such Unit or to resolve any claim of such Owner; and (ii) making repairs to other Units or to the Common Elements or Limited Common Elements. To the extent that damages are inflicted on the Common Elements, Limited Common Elements or any Unit or Sub Unit through which access is taken, the Unit Owner, Declarant or the Association, if it caused the same, shall be liable for the prompt repair thereof.

Section 6.04. No Abatement of Common Expenses. No diminution or abatement of the Common Expense assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, Limited Common Elements, or to any Unit or Sub Unit (so long as, with respect to any Unit or Sub Unit, such repairs or improvements are explicitly authorized by this Declaration), or

from any action taken by the Association to comply with any law or ordinance or with the order or directive of any municipal or other governmental or judicial authority or for the dispossession of the Unit Owner or Sub Unit Owner by reason of fire or other casualty, except to the extent, if any, such claim is actually covered by insurance and proceeds of such insurance are actually paid to the Association.

Section 6.05. Violations. No Owner shall be deemed to be in violation, breach, or default under any Condominium Document until such Owner has first received written notice of such failure from the Association, and such Owner fails to cure the breach or default within the cure period afforded under this Declaration, or if none is specified, then within 30 days after receipt of said notice, or if such breach or default cannot reasonably be cured within 30 days, then such Owner shall have such additional time as is reasonable to cure the breach or default so long as such Owner commences to cure within such 30-day period and diligently prosecutes such cure to completion. The violation, breach, or default of any provision of any Condominium Document by an Owner's Permittee shall be deemed a breach by such Owner. The violation or breach of any provision of any Condominium Document beyond all applicable notice and cure periods shall give the Declarant or the Association the right to (i) proceed at law or in equity to seek injunctive relief or otherwise compel compliance with the terms of this Declaration or other Condominium Document (without the posting of bonds); or (ii) seek adjudication of the violation, breach, or default by mediation conducted under the Commercial Mediation Rules of the American Arbitration Association on an expedited basis (including with the use of expedited discovery processes and similar rules), the Association, Declarant, and all other Owners agreeing to and submitting to such mediation dispute resolution process in lieu of litigation. In addition to all other rights and remedies, after the occurrence of a default which continues beyond applicable notice and cure periods, the Declarant and/or the Association shall have the right, but not the obligation, upon 20 days' written notice to the defaulting Owner, to cure such default for the account of and at the expense of the defaulting Owner; provided, however, that in the event of emergency conditions constituting default, the Declarant and/or the Association shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. Any notice hereunder shall specify with reasonable particularity the nature of the default claimed and shall set forth in detail the action which the Declarant and/or the Association proposes to take or has taken in order to cure the claimed default. The Declarant and/or the Association shall have the further right to recover from the defaulting Owner all costs or other sums expended in connection with the cure of the default hereunder, plus interest thereon at the maximum rate allowed by law. All expenses of such actions or proceedings against a defaulting Owner, including court costs, attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate on judgments until paid, shall be charged to and assessed against such defaulting Owner, and the Association shall have a lien for all of the same upon the Unit of such defaulting Owner. No Owner or Permittee may file or maintain any action or proceeding against the Association, Declarant, or any other Owner or Permittee for a violation, breach, or default of any Condominium Declaration (all such rights being waived in consideration of the terms and conditions of this Declaration), but (i) in the event of an alleged violation, breach, or default of a Condominium Document, each Owner has the right to notify the Association, which shall have 30 days to investigate such allegation (and, if the Association agrees with such allegation, to commence the notice and cure period provided by this Declaration); and (ii) in the event that the Association fails to enforce any

admitted violation, breach, or default or act or omission that is adjudicated to be a violation, breach, or default, the Association shall indemnify the Owner(s) and their Permittee(s) who have been damaged by such violation, breach, or default against all direct (actual) damages caused by such violation, breach, or default.

Whenever Declarant and/or the Association has a right to damages for the default of another Owner which is not cured within applicable notice and cure periods: (i) such damages shall be limited to the direct (actual) damages suffered by the non-defaulting Owner under the Condominium Documents; and (ii) in no event shall the Declarant or Association have any right to recover any expectation, anticipation, indirect, consequential, exemplary or punitive damages.

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

Section 6.07. Indemnification. Each Owner shall indemnify, defend and hold the Association and the other Owners and their Occupants harmless from and against any and all claims, expenses, liabilities, loss, damages and costs, including, without limitation, court costs and reasonable attorneys' fees (collectively, a "**Loss**"), arising from, due to or as a result of the negligence or willful misconduct of the indemnifying Owner or its Permittee(s) or other authorized representatives in the exercise or use of its Unit or the easements or other rights or obligations created by this Declaration and/or the breach by the indemnifying Owner or its Permittee(s) or other authorized representatives of the indemnifying Owner's obligations under the Condominium Documents, except to the extent such Losses (i) result from the breach, negligence or willful act or omission of the indemnified Owner or its Permittees or other authorized representatives, and/or (ii) are mutually released under Section 8.01(b), but only to the extent of such release. The provisions of this section shall survive the termination of this Declaration with respect to any claims or liability arising in connection with any event occurring prior to such termination.

Section 6.08. Use by Declarant and Declarants Under Additional Declarations. Subject to the rights of the Mortgagees hereunder, neither the Owners nor the Board of Directors of the Association nor their use of the Condominium Property or application of this Declaration shall interfere with the completion of the contemplated improvements and sales of the Units or any Sub Units in the Condominium. Subject to the rights of the Mortgagees hereunder, the Declarant and the declarants under any additional declaration submitting a Unit to a condominium regime (a "**Sub Declarant**") may make such use of the Unit and any unsold Sub Units owned by such party, the Limited Common Elements and the Common Elements as may facilitate such completion and sale, including maintenance of a sales office, management office and model units, the showing of

the Condominium Property and the Units and Sub Units therein, the display of signs thereon and therein. These special declarant rights exist so long as Declarant or any Sub Declarant holds any Unit or Sub Unit in the Condominium for sale in the ordinary course of business. The Declarant expressly reserves the right to lease any Unit or Sub Unit which it may own in the Condominium Property on such terms as it may deem proper and desirable and may transfer Units or Sub Units subject to such leases.

ARTICLE VII
RIGHTS OF MORTGAGEES

Section 7.01. Notification of Mortgagees and Right to Cure Default.

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

(b) A Mortgagee shall have 60 days after receipt of a notice of default of the Owner of a Unit or Sub Unit within which to cure or remove the default, and if the default cannot with diligence be cured within the 60-day period, a reasonable time thereafter, provided Mortgagee promptly commences to cure the same and thereafter pursues the curing of the default with diligence.

Section 7.02. Right of Inspection. Mortgagees shall have the right, upon at least 5 business days' advance written request, to examine the Condominium Documents and the books and records of the Association or the Condominium Property and to receive annual financial statements within 90 days following the end of any fiscal year of the Association. Such information shall be available for inspection upon request, during normal business hours or under other reasonable circumstances.

Section 7.03. Priority of Mortgagees.

(a) Any lien which is or may be created hereunder upon any Unit or Sub Unit, including the lien created for assessments under Section 4.07 and the right to foreclose the

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

Notwithstanding the above, the lien created pursuant to Section 4.07 is prior to any first Mortgage to the extent of the Common Expense assessments based on the annual budget which would have become due in absence of acceleration during the 6 months immediately preceding institution of an action to enforce the lien. Also, such lien shall be prior to any Mortgage to the extent of amounts secured by such lien prior to the recording of the Mortgage.

(b) No provision of this Declaration, the Charter, the Bylaws or the Rules and Regulations shall be construed to grant to any Unit Owner, Sub Unit Owner or to any other party any priority over any rights of the Mortgagees of the Units and Sub Units pursuant to their Mortgages in the case of distribution to Unit Owners or Sub Unit Owners of the insurance proceeds or condemnation awards for losses or a taking of Units, Sub Units, the Common Elements, the Limited Common Elements or any portion thereof.

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

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

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

ARTICLE VIII
CASUALTY LOSS AND INSURANCE

Section 8.01. Responsibility of Owners and Permittees; Mutual Releases and Waiver of Subrogation; Separate Insurance Coverage.

(a) The Owner of each Unit or Sub Unit or the Occupant of all or any portion of a Unit or Sub Unit shall, at its expense, obtain property insurance coverage for loss of

or damage to any furniture, furnishings, personal effects, all interior improvements and additions to the Unit or Sub Unit, and all improvements and additions to the Unit or Sub Unit made or caused to be made by such Owner or Occupant, and other property belonging to such Owner or Occupant, and shall, at its expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such Owner's Unit or upon the Common Elements or Limited Common Elements. Risk of loss of or damage to any furniture, furnishings and personal property belonging to the Owner, or which may be stored in any Unit or Sub Unit, or in or upon Common Elements or Limited Common Elements, shall be borne by the Owner of each Unit. All furniture, furnishings and personal property constituting a portion of the Common Elements or Limited Common Elements and held for the joint use and benefit of all Owners of Units shall be covered by such property insurance as shall be maintained in force and effect by the Association as hereinafter provided.

(b) Notwithstanding Section 6.07, each Owner for itself and its Permittees and, to the extent it is legally possible for it to do so on behalf of its insurer and without affecting the coverage required to be maintained hereunder, hereby releases and waives any right to recover against the Association and/or the other Owners and their Permittees by reason of any damage to property to the extent such damages and/or claims are covered by property insurance (and only to the extent the proceeds of such coverage are actually available and paid to such Owner, exclusive of deductibles) actually carried by each Owner. Neither the Association nor any Owner shall be liable to an insuring Owner or its Permittees for such covered loss or damage, irrespective of any negligence on the part of the Association and/or such Owner or its Permittees which may have contributed to such loss or damage. The provisions of this section are intended to restrict each Owner and each Permittee (to the extent permitted by law) to recovery against insurance carriers to the extent of such coverage, and to waive fully, and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. Each Owner shall obtain or cause to be obtained, for the benefit of the Association and the other Owners and their Permittees, a waiver of any right of subrogation which the insurer of such Owner or Permittees might acquire against the Association and/or other Owner by virtue of the payment of any loss covered by such insurance. In the event any insuring Owner is by law, statute or governmental regulation unable to obtain a waiver of the right of subrogation for the benefit of the Association and the other Owners and their Permittees, then, during any period of time when such waiver is unobtainable, said insuring Owner shall be deemed not to have released any subrogated claim of its insurance carrier against the Association and the other Owners and their Permittees, and during the same period of time the Association and each Owner and its Permittees shall be deemed not to have released the other insuring Owner who has been unable to obtain such waiver from any claims they or their insurance carriers may assert which otherwise would have been released pursuant to this section. In the event that any insuring Owner is unable to obtain such waiver of the right of subrogation for the benefit of the Association and any other Owner and its Permittees, such insuring Owner shall, within 30 days of receiving notice of such inability, give the Association and the other Owners written notice of such inability.

(c) Any Owner who obtains an individual insurance policy covering any portion of the Condominium Property other than personal property belonging to such

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

Section 8.02. Insurance Obligations of the Association.

(a) Property Insurance. The Association shall obtain and maintain at all times a Causes of Loss Special Form policy or its equivalent, including insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use, subject to the provisions of this section; provided, however, that the Association may delegate to each of the Unit Owners the obligation to obtain and maintain such property insurance with respect to their corresponding Unit(s) in addition to the property insurance already required of the Unit Owners under Section 8.01, without limiting the requirements of Section 8.01. If the Association so delegates, the Association shall (i) require each Unit Owner to comply with all provisions of this section (including naming the Association as an additional insured under each Unit Owner's property insurance policy(ies)) and Section 8.01(c) with respect to the insurance obligation so delegated, (ii) have the authority to require evidence of each Unit Owner's compliance with the same, and (iii) have the authority to declare a default by any such Unit Owner in connection with a failure to so comply and to exercise all remedies available to the Association (including obtaining such insurance for such Unit(s) and charging the cost of the same, *plus* an administrative fee of 10% of the cost thereof, to the defaulting Unit Owner). If such delegation is determined or adjudicated to be prohibited by the Act, then the sole remedy of the Association or any of the Unit Owners shall be that the Association thereafter obtain and maintain such insurance delegated to the Unit Owners under this Section 8.02(a). If the Condominium Property is located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards, the Board shall, to the extent obtainable at commercially reasonable rates for the coverage available, insure (or shall delegate such obligation to the Unit Owners with respect to their Unit(s)) the insurable property included in the Condominium Property against the perils of flood under the National Flood Insurance Act of 1968 and acts amendatory thereto. The amount of insurance coverage shall be determined on a replacement cost basis in an amount not less than 100% of the then current estimated replacement cost of the improvements which constitute the Units (except for interior improvements made or caused to be made by the Owner thereof, if the Association does not exercise its delegation right set forth above), the Common Elements, and the Limited Common Elements (but excluding land, foundations, excavations and other items usually excluded from such insurance coverage). Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or the applicable Unit Owner(s) if such obligation has been delegated as set forth herein) or the Insurance Trustee (defined below), as trustee for the use and benefit of the Sub Associations,

individual Unit Owners (without naming them), and their respective Mortgagees, as their interest may appear. Periodically, prior to the renewal of any such policy or policies of insurance, the Association may obtain an opinion or an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the Common Elements, the Limited Common Elements and the Units for the amount of insurance to be obtained pursuant hereto. The cost of any such opinion or appraisal shall be a Common Expense. All such policies of insurance shall comply with the provisions of Section 8.03 hereof and shall (i) contain standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of each Unit and Sub Unit, if any, as their respective interest may appear; and (ii) provide that the insurance shall not be invalidated by any act or neglect of any Owner.

(b) Public Liability and Property Damage Insurance. The Association shall obtain and maintain at all times a commercial general liability policy or policies, or their equivalent in such amount (but not less than $2,000,000 per occurrence or $4,000,000 in the aggregate) and in such form as shall be deemed appropriate by the Board of the Association to protect the Association, the Owners of all Units and Sub Units and Mortgagees. Such policy shall provide coverage for bodily injury and property damage resulting from the operation, maintenance or use of the Common Elements and Limited Common Elements and for legal liability resulting from employment contracts to which the Association is a party.

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

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

(e) Directors and Officers. The Association shall obtain and maintain, at all times, directors and officers liability coverage insuring the directors and officers of the Association.

(f) Other Insurance. The Association shall obtain and maintain such other insurance coverage as the Board of Directors of the Association, in its sole discretion, may determine, from time to time, to be in the best interest of the Association and the Owners of all Units so long as available at commercially reasonable rates for such insurance.

Section 8.03. Governing Provisions. All insurance obtained and maintained by the Association (or the Unit Owners if delegated as provided herein) as provided in Section 8.02 above shall be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in the State of Tennessee and, to the extent practical and available, holding a financial rating of

Class IX or better and a general policyholders rating of "A" or better by Best's Insurance Reports or other then comparable rating.

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

(c) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with the insurance purchased by the individual Owners or their Mortgagees and any required endorsements to implement this provision shall be obtained and maintained by such individual Owners and/or their Mortgagees.

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

(i) a waiver of subrogation by the insurer as to any claims against the Association, the Board of Directors, the Declarant, the Owners or any lessee of Owners;

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

(iii) the insurance coverage will be primary, even if a Unit Owner or Sub Unit Owner has other insurance that covers the same loss; and

(iv) no act or omission by any Unit Owner or Sub Unit Owner or any Permittee will impair, vitiate, cancel, or void the policy or be a condition to recovery under the policy.

Section 8.04. Premiums and Deductibles. Premiums for insurance policies purchased by the Association shall be paid by the Association, and the cost of all hazard insurance shall be allocated to the Units according to the respective cost of obtaining hazard insurance covering each Unit, as determined by the Association. The cost of any insurance purchased by any individual Unit Owner pursuant to the delegation of obligation set forth herein shall be paid by each such Unit Owner on a policy-by-policy basis. The cost of any other insurance shall be allocated to the Units on the basis of the respective cost of such insurance to the extent such allocation may be determined by the Association. All other insurance costs shall be assessed as Common Expenses; except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy or abandonment of a Unit or Sub Unit or its appurtenances or of the Common Elements or Limited Common Elements by an Owner shall be assessed against that Owner. Any deductible incurred by reason of a loss or claim under any insurance policy purchased under this Article VIII

shall be paid by the Owners of the Unit affected by the loss and if the loss affects more than one Unit, such deductible shall be allocated between such Units in proportion to the size of their respective losses, as determined by the Association. All other deductibles shall be paid by the Association, unless such loss or claim was caused by any Unit Owner or Sub Unit Owner, lessee or guest or invitee thereof or resulted from the use, misuse, occupancy, negligence or abandonment of a Unit or Sub Unit or any portion thereof as determined by the Association. In such event the Owner from whose Unit or Sub Unit Owner the cause originated, will be responsible for the deductible under the Association's insurance policy.

Section 8.05. Insurance Trustee. The Association may engage the services of a bank or trust company authorized to do trust business in the State of Tennessee and having a capital and surplus of not less than $50,000,000 to act on its behalf as an insurance trustee ("**Insurance Trustee**") and to receive and disburse the insurance proceeds in accordance with the provisions of this Declaration. In the event the lowest of two bids from reputable contractors for making all repairs required by any such loss shall exceed $5,000,000, as increased by the CPI Factor, the Association upon written demand of the Mortgagee or the Owner of any Unit or Sub Unit shall engage the services of a bank or trust company to act as Insurance Trustee as aforesaid. The Association, as a Common Expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of the Insurance Trustee. Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to Owners of Units, Sub Units and their Mortgagees, as their respective interests may appear, or to any other party for repair, replacement or reconstruction of property, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath, which certificate will be provided to said Insurance Trustee upon request made to the Association. Such certificate is to certify unto said Insurance Trustee the name of the Owner of each such Unit, the name of the Mortgagee who may hold a Mortgage encumbering each such Unit, and the respective percentages of any distribution which may be required to be made to the Owner of any such Unit, and its respective Mortgagee, as their respective interests may appear, or to certify the name of the party to whom payments are to be made for repair, replacement or reconstruction of all or a portion of the Condominium Property. The rights of the Mortgagee of any such Unit under any standard mortgage clause endorsement to such policy shall, notwithstanding anything to the contrary therein or in any Mortgage contained, at all times be subject to the provisions hereof with respect to the application of insurance proceeds to reconstruction of the damaged Condominium Property. No provision hereof shall entitle an Owner or any other party to any priority over a Mortgagee with respect to the distribution of any insurance proceeds with respect to any such Unit.

Section 8.06. Loss to Common Elements Only. In the event of the loss of or damage to only Common Elements, real or personal, by reason of fire or other casualties and not the responsibility of another party pursuant to this Declaration, which loss or damage is paid for by fire and casualty insurance carried by the Association, the proceeds paid to the Association or the Insurance Trustee, as the case may be, to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such Common Elements, then such excess insurance proceeds shall be paid to the Owners of all Units, the distribution to be separately made

to the Owner of each Unit and its respective Mortgagee, as their interests may appear, in the proportion that the undivided interest in the Common Elements appurtenant to each Unit bears to the total undivided interest in the Common Elements appurtenant to all Units. If a Unit has been submitted to an additional declaration, then such excess insurance proceeds shall be paid to the Sub Association. If there is no insurance coverage for such loss or damage, or if it appears that the insurance proceeds covering the fire or casualty loss or damage payable to the Association or the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Association shall pay, or shall deposit with the Insurance Trustee, as the case may be, a sum, which together with the insurance proceeds received or to be received, if any, will enable payment for the repair, replacement or reconstruction of any loss or damage, as the case may be. The Association may levy and collect an assessment against the Owners of all Units in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction, which assessment shall be allocated in proportion to the undivided interest of each Unit in the Common Elements.

Section 8.07. Loss to Common Elements, Limited Common Elements and/or Units. In the event of loss of or damage to Common Elements, Limited Common Elements or any Unit by reason of fire or other casualty, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association or Insurance Trustee, as the case may be, to cover such loss or damage, shall be first applied to the repair, replacement or reconstruction of the Common Elements, then to the repair, replacement or reconstruction of the Limited Common Elements and any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any Unit which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the Common Elements, the Limited Common Elements and any Units sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Association or Insurance Trustee, as the case may be, to the Owners of all Units, and to their Mortgagees, as their respective interests may appear. If a Unit has been submitted to an additional declaration, then such excess insurance proceeds shall be paid to the Sub Association. Such distributions are to be made in the manner and in the proportions as are provided for the distribution of insurance proceeds under Section 8.06 above. If there is no insurance coverage for such loss or damage, or if it appears that the insurance proceeds covering the fire and casualty loss or damage payable to the Association or the Insurance Trustee, as the case may be, are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then the Board of Directors of the Association shall, based on reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction reasonably among the Common Elements, the Limited Common Elements and any Units sustaining any loss or damage. If the proceeds of said fire or casualty insurance, if any, are sufficient to pay for the repair, replacement or reconstruction of any loss of or damage to the Common Elements and Limited Common Elements, but are not sufficient to repair, replace or reconstruct any loss of or damage to any Units sustaining damage, then the Association shall levy and collect an assessment from the respective Owners of the Units sustaining any loss or damage, and the assessment so collected from said Owners shall be deposited with the Association or the Insurance Trustee, if applicable, so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all Common Elements, Limited Common Elements, and Units. In said latter event, the assessment to be levied and

collected from the Owners of the Units shall be apportioned among such Owners in such manner that the assessment levied against each Owner of a Unit shall bear the same proportion to the total assessment levied against all of said Owners of Units sustaining loss or damage as the cost of repair, replacement or reconstruction of each Owner's Unit bears to the cost applicable to all Units sustaining loss or damage. If the fire or casualty insurance proceeds, if any, payable to the Association or the Insurance Trustee are not an amount which will pay for the complete repair, replacement or reconstruction of the Common Elements and Limited Common Elements, it being recognized that such insurance proceeds are to be first applied to the payment for repair, replacement or reconstruction of said Common Elements and Limited Common Elements before being applied to the repair, replacement or reconstruction of any Unit sustaining loss or damage, then the cost to repair, replace, or reconstruct said Common Elements and Limited Common Elements in excess of available fire and casualty insurance proceeds shall be levied and collected as an assessment from the Owners of all Units in the same manner as would be levied and collected had the loss or damage sustained been solely to the Common Elements and Limited Common Elements and the fire or casualty insurance proceeds had been insufficient to cover the cost of repair, replacement or reconstruction. The cost of repair, replacement or reconstruction of each Unit sustaining loss or damage shall then be levied and collected by assessment against the Owners of the Units sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between Owners of the Units sustaining loss or damage.

Section 8.08. Estimates of Repair; Plans and Specifications; Payment of Assessments. In the event of loss or damage to Condominium Property, the Association shall, within 60 days after any such occurrence, obtain reliable and detailed estimates of the cost of restoring damaged property to a condition as good as that which prevailed before such loss or damage. The estimate of repair shall be based upon the plans and specifications of the original buildings as reflected on the Plat (upon amendment), or such other plans and specifications as may be approved by (i) the Board of Directors of the Association, (ii) by all of the Owners of the damaged Units, or (iii) by not less than 75% of the Owners of all Units, including the Owners of damaged Units. If a Unit has been submitted to an additional declaration, then the approval of the Sub Association shall constitute the approval of the Owner of a Unit. The Association shall be appointed as attorney-in-fact for each Unit Owner for the purpose of representing the Unit Owners in any proceeding, negotiation, settlement, or agreement arising from any loss or damage to the Condominium Property insured by the policies of any insurance procured by the Association. Such estimates are to contain and include the cost of any professional fees and premiums for such bonds as the Board of Directors of the Association may deem to be in the best interest of the membership of said Association. Whenever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of repair, replacement or reconstruction thereof, the additional money required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the Owners of Units or only by the Owners of Units sustaining loss or damage, or both, as herein provided, shall be paid to the Association and deposited with the Insurance Trustee, if any, not later than 30 days from the date on which the Association or the Insurance Trustee, as the case may be, shall receive the monies payable from the policies of fire and casualty insurance. A Unit Owner shall have the right to advance funds for the restoration of its Unit and its appurtenant Limited Common Elements and shall be reimbursed from the insurance proceeds to the extent of insurance proceeds allocated for the restoration of its Unit and Limited Common Elements.

ARTICLE IX
CONDEMNATION

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

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

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

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

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

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

(b) If the taking destroys or so reduces the size of a Unit so that it may not be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium Property:

(i) the remaining portion of such Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Owners, in the manner approved by the Board of Directors of the Association. The cost of such work shall be deducted from the award and paid to the Association;

(ii) the market value of such Unit immediately prior to the taking, shall be paid to the Owner of the Unit and to each Mortgagee of the Unit, as their respective interests may appear, up to the amount of the remaining portion of the award; and

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

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

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

ARTICLE X
TERMINATION

This Declaration and said plan of condominium ownership may only be terminated by the consent of all of the Owners of all Units and Sub Units and all parties holding Mortgages or liens against any of said Units, in which event the termination of the Condominium Property shall be evidenced by an instrument executed in writing by all of the aforesaid parties in recordable form, and such instrument shall be recorded in the Register's Office for Davidson County, Tennessee.

ARTICLE XI
AMENDMENT

Section 11.01. Amendments by Declarant. Without limiting the rights of the Declarant as described in Sections 2.01 and 2.02 above, the Declarant reserves the right, at any time, to amend this Declaration without the consent of other Owners if required by any Mortgagee as a

condition of making one or more loans secured by an interest in one or more Units; provided that any such changes or amendments requested by a Mortgagee shall not materially affect the rights of the Unit Owners or Sub Unit Owners or the value of the Unit or Sub Unit or the undivided interest in the Common Elements attributable to each Unit Owner or Sub Unit Owner.

Section 11.02. Amendments by Unit Owners. In addition to the amendments permitted under Section 11.01 above, the Declaration may be amended in the following manner:

(a) A proposal to amend this Declaration may be considered at any meeting of the members of the Association called for that purpose in accordance with the provisions of the Bylaws, provided that the Association provides prior written notice of such meeting to the Mortgagees if required in Section 7.01 above. The proposal to amend the Declaration must be approved by the affirmative vote of the members representing not less than 75% of the total allocated votes of the Association.

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

(i) change a Unit, including the ownership in Common Elements or Limited Common Elements, responsibility for Common Expenses or Limited Common Expenses and voting rights, without the prior written approval of the Unit Owner or Owners so affected and prior written approval of the holders of record of any mortgage or other liens on the Unit or Sub Units so affected, other than in connection with the Declarant's rights under Sections 2.01 and 2.02;

(ii) change, impair or prejudice the rights of Declarant or change the provisions of this Declaration with respect to the Declarant's rights hereunder without Declarant's prior written approval;

(iii) change the right of a Unit Owner to appoint directors as provided in Article III, Section 1 of the Bylaws without the consent of such Unit Owner; or

(iv) change, impair or prejudice the rights of any Unit Owner or change the provisions of this Declaration with respect to the rights of a Unit Owner without such Unit Owner's prior written approval.

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

ARTICLE XII
CONTROL OF THE ASSOCIATION

Section 12.01. Election of Board of Directors. Members of the Board of Directors of the Association shall be selected as provided in Article III, Section 1 of the Bylaws.

Section 12.02. Status of Unsold Units.

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

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

Section 12.03. Professional Management and Other Contracts. Any agreement entered into by the Association (including contracts for professional management of the Condominium Property) shall provide the Association the right to terminate for cause exercisable without penalty at any time upon not more than 30 days' written notice to the other party thereto.

ARTICLE XIII
MISCELLANEOUS

Section 13.01. Recitals. The recitals set forth at the beginning of this Declaration are true and accurate, and they are incorporated into and made a part of this Declaration as if set forth in the body hereof.

Section 13.02. Conveyance Running with the Land. All provisions of the Condominium Documents shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Declarant and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, other Occupants, and other Permittees of Units shall be subject to and shall comply with the provisions of the Condominium Documents, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into occupancy of any Unit, shall constitute adoption and ratification of the provisions of the Condominium Documents, as they may be amended from time to time, including a ratification of any appointments of attorneys-in-fact contained herein.

Section 13.03. Rights and Powers of Successors and Assignees. The rights and powers reserved to or exercisable by the Declarant under the Condominium Documents or the Act may be exercised by any successor or assignee of the Declarant to whom the Declarant specifically assigns such rights and powers by written instrument recorded in the Register s Office for Davidson County, Tennessee.

Section 13.04. Liability of Declarant. To the extent permitted by applicable law, the Declarant (except in its capacity as an Owner of a Unit) and all members of the Board are hereby expressly relieved of any liability to any Owner, any Permittee, and to any other party for any act or omission in connection with performance of their functions hereunder, except for the willful misconduct, fraud, or act of bad faith of such party.

Section 13.05. Headings. The captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

Section 13.06. Gender/Number. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

Section 13.07. Exhibits. All exhibits (including Exhibits A, B, C, D, and E) attached to this Declaration are an integral part of this Declaration, are a part hereof, and are included in the term "Declaration".

Section 13.08. Invalidity and Severability. The provisions of this Declaration are severable so that if any provision is invalid or void under any applicable federal, state or local law or ordinance, decree, order, judgment or otherwise (including as set forth in or pursuant to Section 13.09 below), the remainder shall be unaffected thereby.

Section 13.09. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

Section 13.10. Supremacy. Notwithstanding any contrary term or provision of any Condominium Document, the Condominium Documents are intended to and shall comply with the Act (subject to inapplicable, variable, and/or waivable provisions thereof), and in the event of any conflict between the provisions of this Declaration or any other Condominium Document and any applicable, non-variable, or non-waivable section of the Act in effect on the date of recording of this Declaration, the provisions of the Act shall control as provided in Tenn. Code Ann. §66-27-204. In the event of any conflict among the Bylaws, Charter, or Declaration, the Declaration shall control, followed by the Charter and then the Bylaws.

[*Signature and notary pages follow*]

[*Signature and notary pages to*
Declaration Establishing Nashville Yards Parcel 9 Condominium]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the Effective Date.

AEG SWVP-NY 9A LLC,
a Delaware limited liability company

By: AEG SWVP Nashville, LLC,
a Delaware limited liability company,
Its Sole Member and Manager

By: SWVP NSH, LLC,
a Delaware limited liability company,
Its Co-Managing Member

By: _____
Cary Mack, Authorized Representative

By: AEG NSH, LLC,
a Delaware limited liability company,
Its Co-Managing Member

By: _____
Ted Tanner, Representative

[Signature and notary pages to
Declaration Establishing Nashville Yards Parcel 9 Condominium]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the Effective Date.

AEG SWVP-NY 9A LLC,
a Delaware limited liability company

By: AEG SWVP Nashville, LLC,
a Delaware limited liability company,
Its Sole Member and Manager

By: SWVP NSH, LLC,
a Delaware limited liability company,
Its Co-Managing Member

By: _____
Cary Mack, Authorized Representative

By: AEG NSH, LLC,
a Delaware limited liability company,
Its Co-Managing Member

By: _____
Ted Tanner, Representative

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF San Diego)

On Feb. 6, 2023 before me, Mayra Mariscal, Notary Public
(insert name and title of the officer),

personally appeared Cary Mack, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ [Seal]

MAYRA MARISCAL
Notary Public - California
San Diego County
Commission # 2405346
My Comm. Expires May 24, 2026

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF Los Angeles)

On January 26 2023 before me, L. Millis, Notary Public
(insert name and title of the officer),

personally appeared Ted Tanner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: L. Millis [Seal]

L. MILLIS
Notary Public - California
Los Angeles County
Commission # 2375073
My Comm. Expires Sep 14, 2025

EXHIBIT A

LAND DESCRIPTION

BEING LOT 9 ON THE CONSOLIDATION PLAT OF NASHVILLE YARDS SUBDIVISION PARCEL 9, REVISION 1, OF RECORD AS INSTRUMENT NO. 20221214-0129508, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

BEING THE SAME PROPERTY COLLECTIVELY CONVEYED TO AEG SWVP-NY 9A LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEEDS FROM (1) AEG-SWVP NASHVILLE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 202204140043270, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE; AND (2) SWVP-NY 9B LLC, A DELAWARE LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 20230210-0009870, IN SAID REGISTER'S OFFICE.

EXHIBIT B

PLAT OF
NASHVILLE YARDS PARCEL 9 CONDOMINIUM

[See attached.]

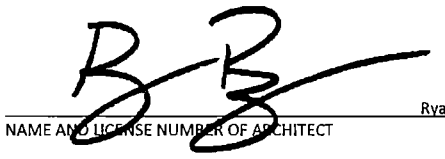
Gresham Smith

NASHVILLE YARDS PARCEL 09 CONDOMINIUM

Nashville, TN | Project Number: 45235.00
01/30/2023

The property subject to the Nashville Yards Parcel 09 Condominium is more particularly described as being Lot No. 9 on the final plat entitled "Nashville Yards Subdivision Parcel 9", of record in instrument no. 202212140129508, register's office of Davidson County, Tennessee, to which plat reference is made for a more detailed description of said lot to which reference is made for an accurate legal description and for a description of easements serving and burdening the Condominium.

I CERTIFY THIS PLAT OF NASHVILLE YARDS PARCEL 09 CONDOMINIUM CONTAINS ALL INFORMATION REQUIRED BY T.C.A. SECTION 66-27-309



Ryan Boyland, TN # 106561
NAME AND LICENSE NUMBER OF ARCHITECT

01/30/2023
DATE

Genuine Ingenuity

222 Second Avenue South
Suite 1400
Nashville, TN 37201
615.770.8100
GreshamSmith.com

Gresham Smith

Designation on Accompanying Map	Name of Unit	Total SF	Number of Parking Spaces
1A	9A1 Creative Office Unit	409,279 SF	
1B	9A1 Retail Unit (Ground Floor Only)	41,518 SF	
2A	9A2 Venue Unit	113,574 SF	
2B	9A2 Retail Unit (Ground Floor Only)	37,198 SF	
1C	9A1/9A2 Garage Unit	317,737 SF	811
1D	Limited Common Elements 9A1 / 9A2	59,038 SF	
1E	Loading Dock Unit	55,975 SF	
3A	9A3 Residential Tower	503,896 SF	
3B	9A3 Retail Unit (Ground Floor Only)	27,092 SF	
3C	9A3 Garage Unit	133,384 SF	335
4A	9B3 Residential Tower	501,955 SF	
4B	9B3 Retail Unit (Ground Floor Only)	9,338 SF	
4C	9B3 Garage Unit	113,506 SF	291
3D	Limited Common Elements 9A3 / 9B3	106,831 SF	15
5A	9B2 Tower Unit	SEE DECLARATION	
5B	9B2 Retail Unit (Ground Floor Only)	SEE DECLARATION	
5C	9B2 Garage Unit	91,687 SF	253
6A	9B1 Tower Unit	SEE DECLARATION	
6B	9B1 Retail Unit (Ground Floor Only)	SEE DECLARATION	
6C	9B1 Garage Unit	62,862 SF	185
5D	Limited Common Elements 9B1 / 9B2 / Parcel 07	31,348 SF	
7A	Parcel 07 Garage Unit	64,044 SF	187
8A	Common Elements	45,635 SF	
			2,077 spaces

Genuine Ingenuity

222 Second Avenue South
Suite 1400
Nashville, TN 37201
615.770.8100
GreshamSmith.com



KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT

SITE PLAN

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023

45235.00

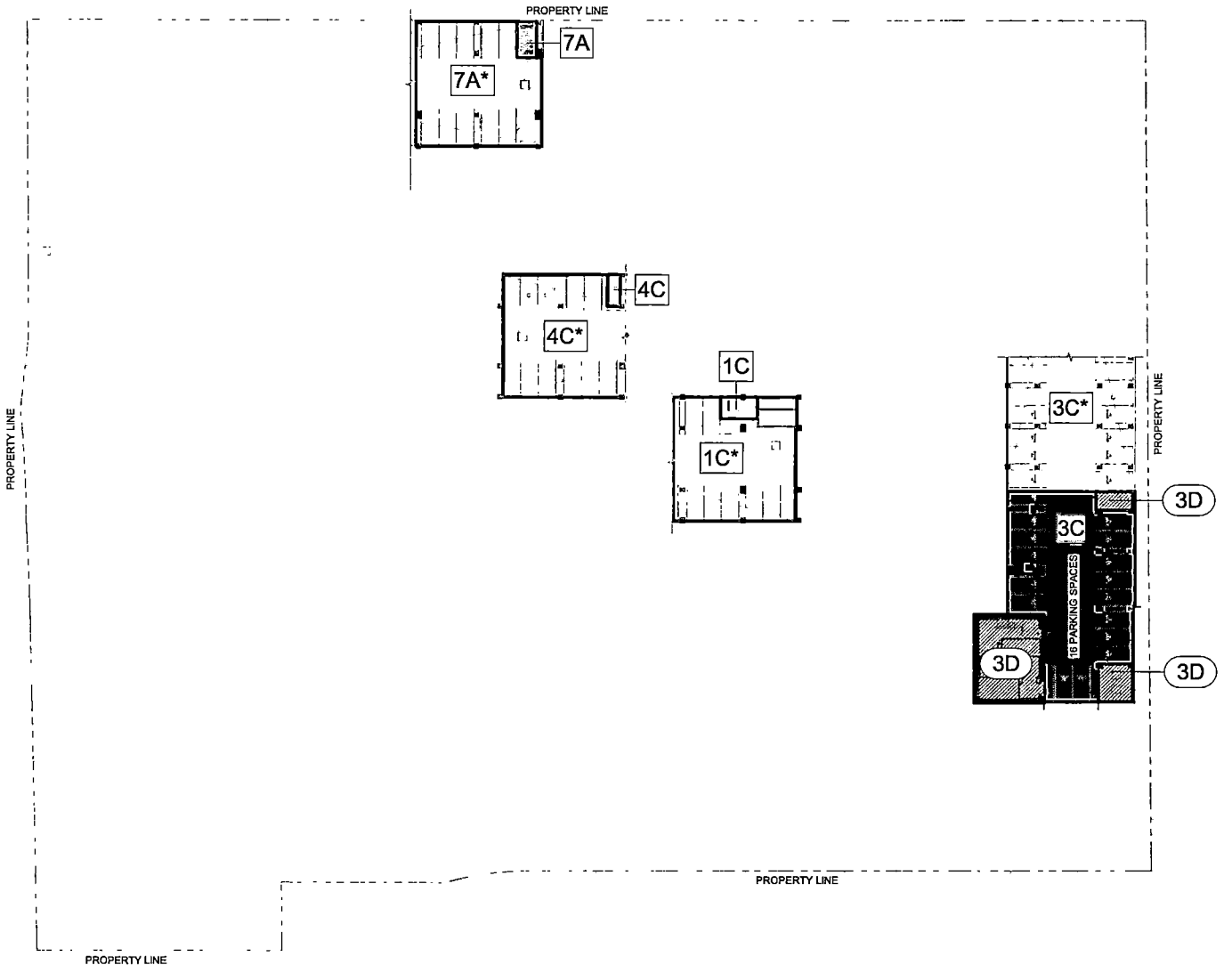
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These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

3C. GARAGE UNIT LEVEL P6: 425' - 6"

* PARKING SQUARE FOOTAGE AREA LOCATED ON RAMPS, ACCOUTED FOR ON LEVEL ABOVE.



MAP - LEVEL P6

DEFINED AREA	SQUARE FOOTAGE
1C	190 SF
3C	5,041 SF
3D	1,934 SF
4C	93 SF
7A	166 SF
Grand total	7,425 SF

KEY		TOTAL
1A.	9A1 CREATIVE OFFICE UNIT	409,279 SF
1B.	9A1 - RETAIL UNIT	41,518 SF
1C.	9A1/9A2 - GARAGE UNIT	317,737 SF
1D.	LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E.	LOADING DOCK UNIT	55,975 SF
2A.	9A2 - VENUE UNIT	113,574 SF
2B.	9A2 - RETAIL UNIT	37,198 SF
3A.	9A3 - RESIDENTIAL TOWER	503,896 SF
3B.	9A3 - RETAIL UNIT	27,092 SF
3C.	9A3 GARAGE UNIT	133,384 SF
3D.	LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A.	9B3 - RESIDENTIAL TOWER	501,955 SF
4B.	9B3 - RETAIL UNIT	9,338 SF
4C.	9B3 - GARAGE UNIT	113,506 SF
5A.	9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B.	9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C.	9B2 - GARAGE UNIT	91,687 SF
5D.	LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A.	9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B.	9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C.	9B1 - GARAGE UNIT	62,862 SF
7A.	PARCEL 07 GARAGE UNIT	64,044 SF
8A.	COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT

LEVEL P6

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023

45235.00

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

1C. GARAGE UNIT LEVEL P5:	434' - 9"
3C. GARAGE UNIT LEVEL P5:	434' - 9"
4C. GARAGE UNIT LEVEL P5:	434' - 9"
7A. GARAGE UNIT LEVEL P5:	434' - 9"

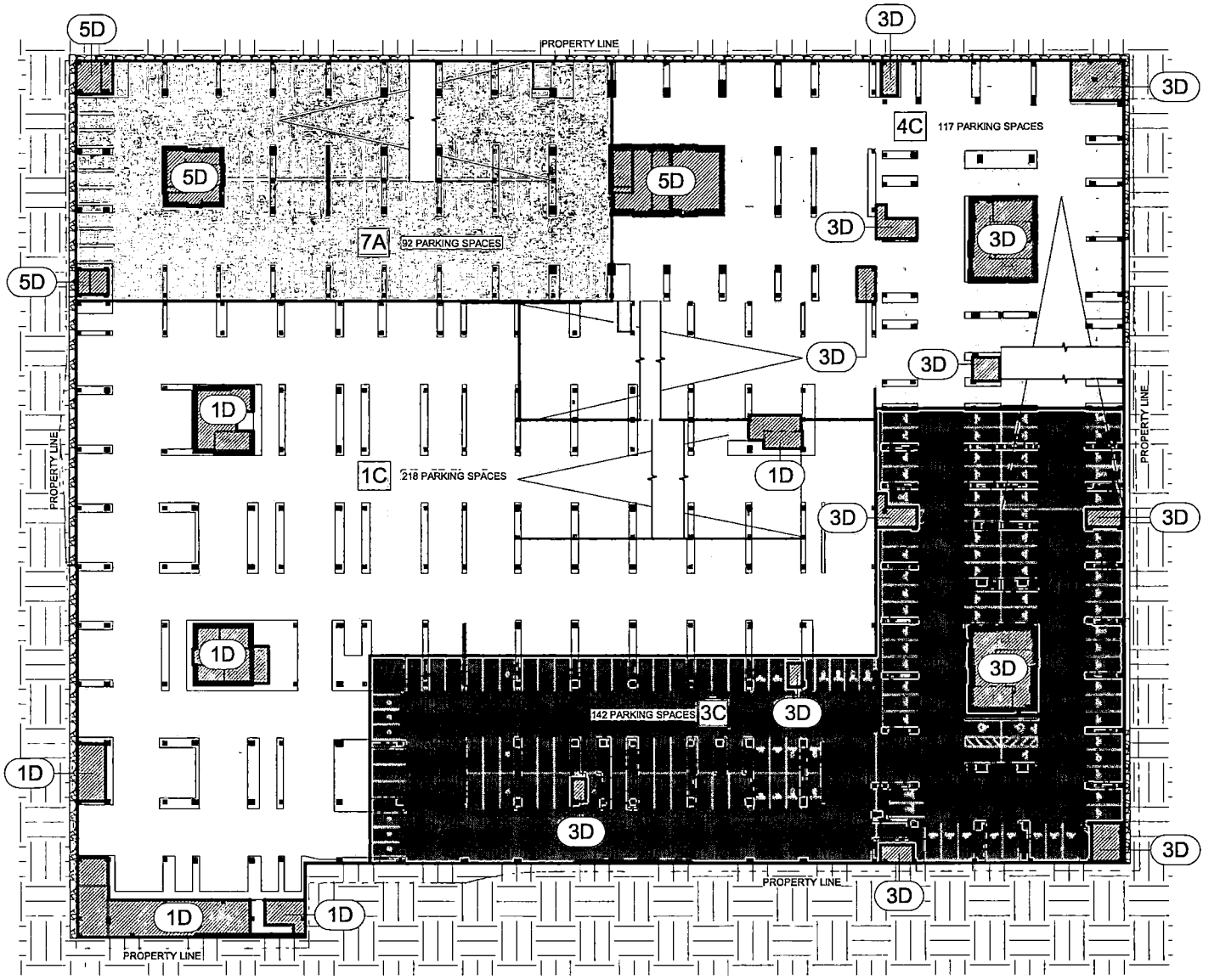
MAP - LEVEL P5

DEFINED AREA	SQUARE FOOTAGE
1C	77,740 SF
1D	4,952 SF
3C	53,710 SF
3D	5,039 SF
4C	44,660 SF
5D	3,216 SF
7A	31,927 SF
Grand total	221,245 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



LEVEL P5

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023
45235.00

N

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

1C. GARAGE UNIT LEVEL P4:	444' - 0"
3C. GARAGE UNIT LEVEL P4:	444' - 0"
4C. GARAGE UNIT LEVEL P4:	444' - 0"
7A. GARAGE UNIT LEVEL P4:	444' - 0"

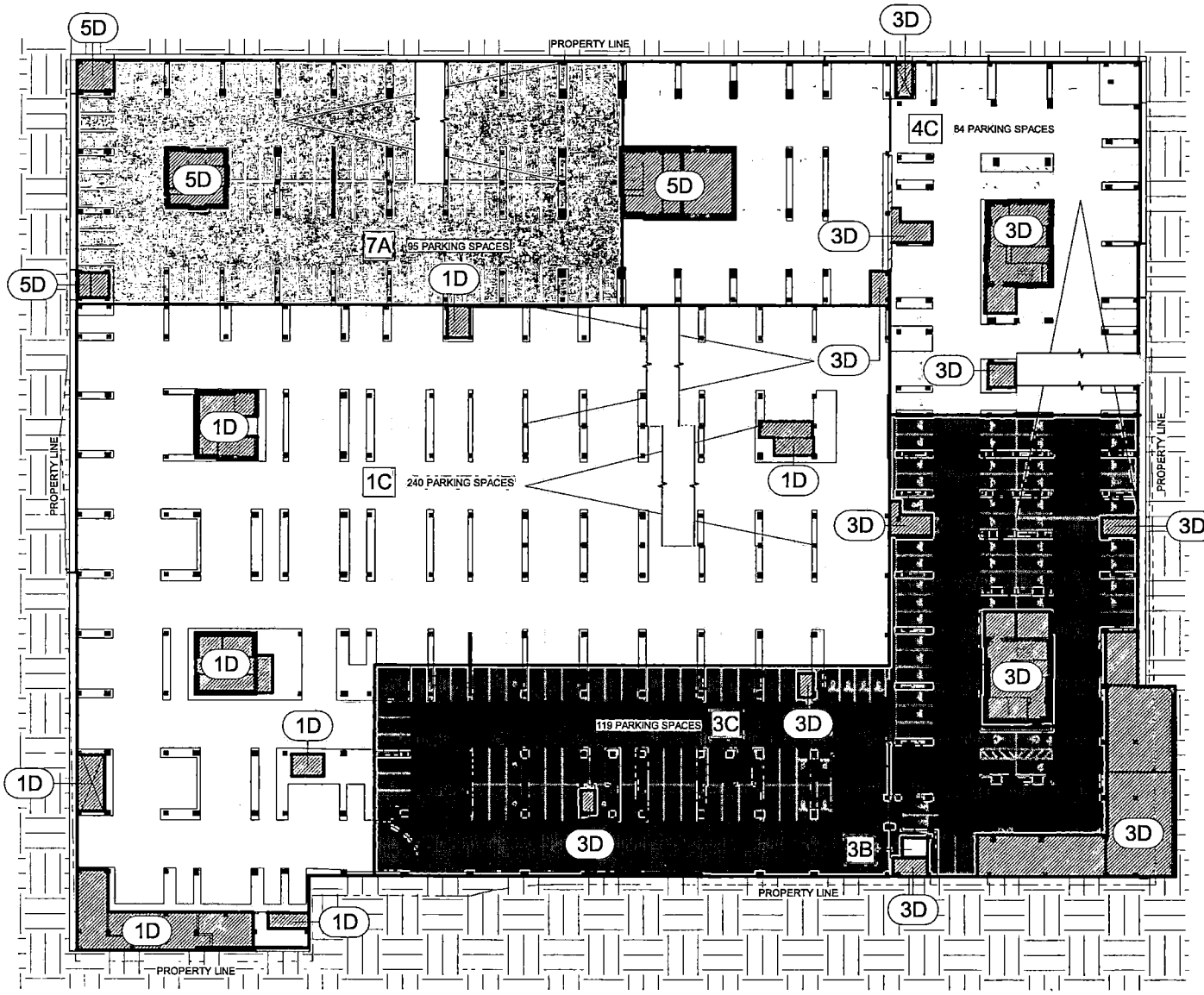
MAP - LEVEL P4

DEFINED AREA	SQUARE FOOTAGE
1C	88,474 SF
1D	5,097 SF
3B	127 SF
3C	49,970 SF
3D	9,791 SF
4C	33,924 SF
5D	3,361 SF
7A	31,951 SF
Grand total	222,695 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



LEVEL P4

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023
45235.00

N

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

1C. GARAGE UNIT LEVEL P3:	453' - 3"
3C. GARAGE UNIT LEVEL P3:	453' - 3"
4C. GARAGE UNIT LEVEL P3:	453' - 3"
5C. GARAGE UNIT LEVEL P3:	453' - 3"

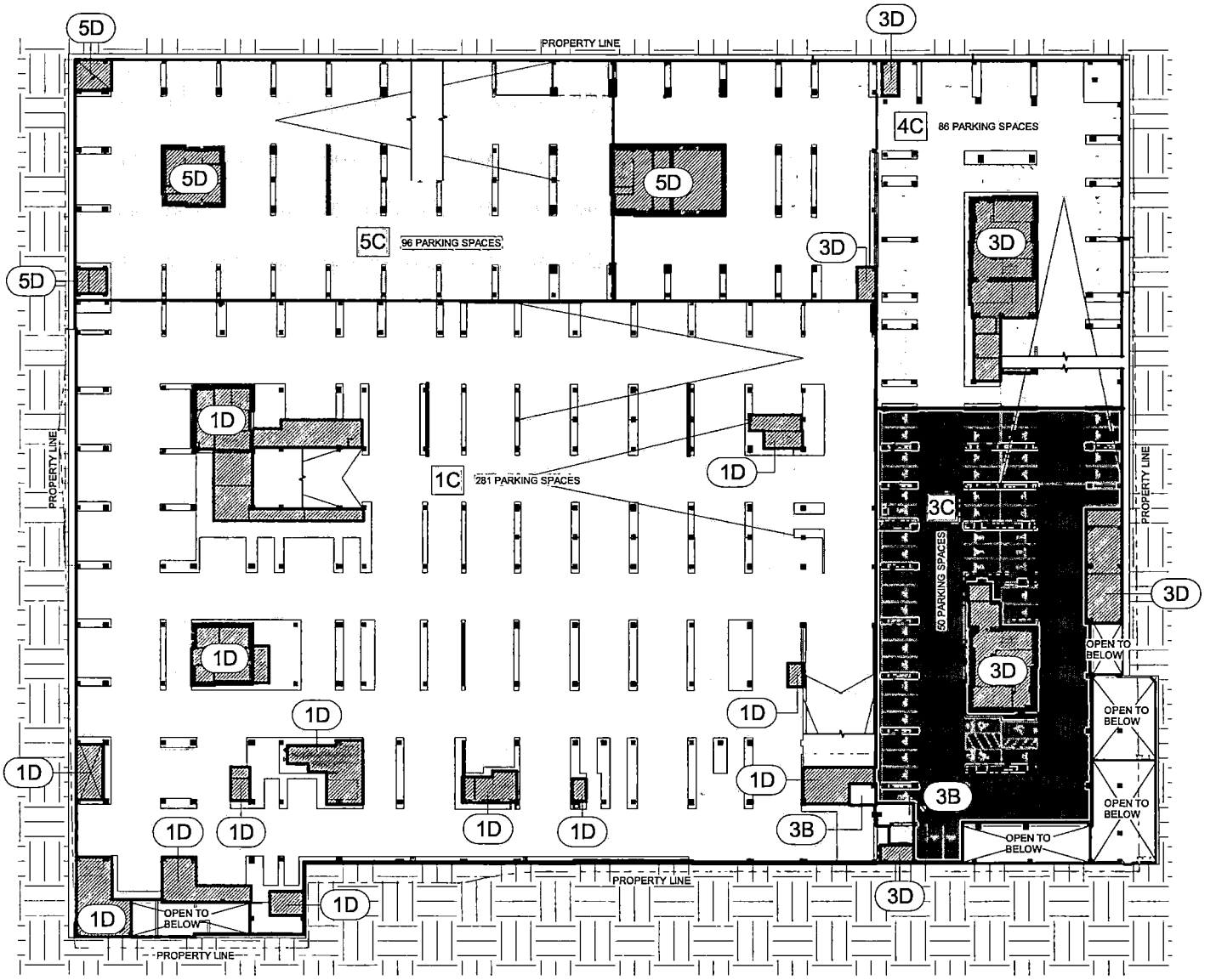
MAP - LEVEL P3

DEFINED AREA	SQUARE FOOTAGE
1C	110,801 SF
1D	8,366 SF
3B	490 SF
3C	22,288 SF
3D	5,499 SF
4C	33,441 SF
5C	31,955 SF
5D	3,407 SF
Grand total	216,247 SF

KEY		TOTAL
1A.	9A1 CREATIVE OFFICE UNIT	409,279 SF
1B.	9A1 - RETAIL UNIT	41,518 SF
1C.	9A1/9A2 - GARAGE UNIT	317,737 SF
1D.	LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E.	LOADING DOCK UNIT	55,975 SF
2A.	9A2 - VENUE UNIT	113,574 SF
2B.	9A2 - RETAIL UNIT	37,198 SF
3A.	9A3 - RESIDENTIAL TOWER	503,896 SF
3B.	9A3 - RETAIL UNIT	27,092 SF
3C.	9A3 GARAGE UNIT	133,384 SF
3D.	LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A.	9B3 - RESIDENTIAL TOWER	501,955 SF
4B.	9B3 - RETAIL UNIT	9,338 SF
4C.	9B3 - GARAGE UNIT	113,506 SF
5A.	9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B.	9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C.	9B2 - GARAGE UNIT	91,687 SF
5D.	LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A.	9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B.	9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C.	9B1 - GARAGE UNIT	62,862 SF
7A.	PARCEL 07 GARAGE UNIT	64,044 SF
8A.	COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



LEVEL P3

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM NASHVILLE, TN 01/23/2023	45235.00	Page 5 of 27

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

1C. GARAGE UNIT LEVEL P2:	462' - 9"
1E. GARAGE UNIT LEVEL P2:	462' - 9"
3B. GARAGE UNIT LEVEL P2:	466' - 3"
5C. GARAGE UNIT LEVEL P2:	462' - 9"

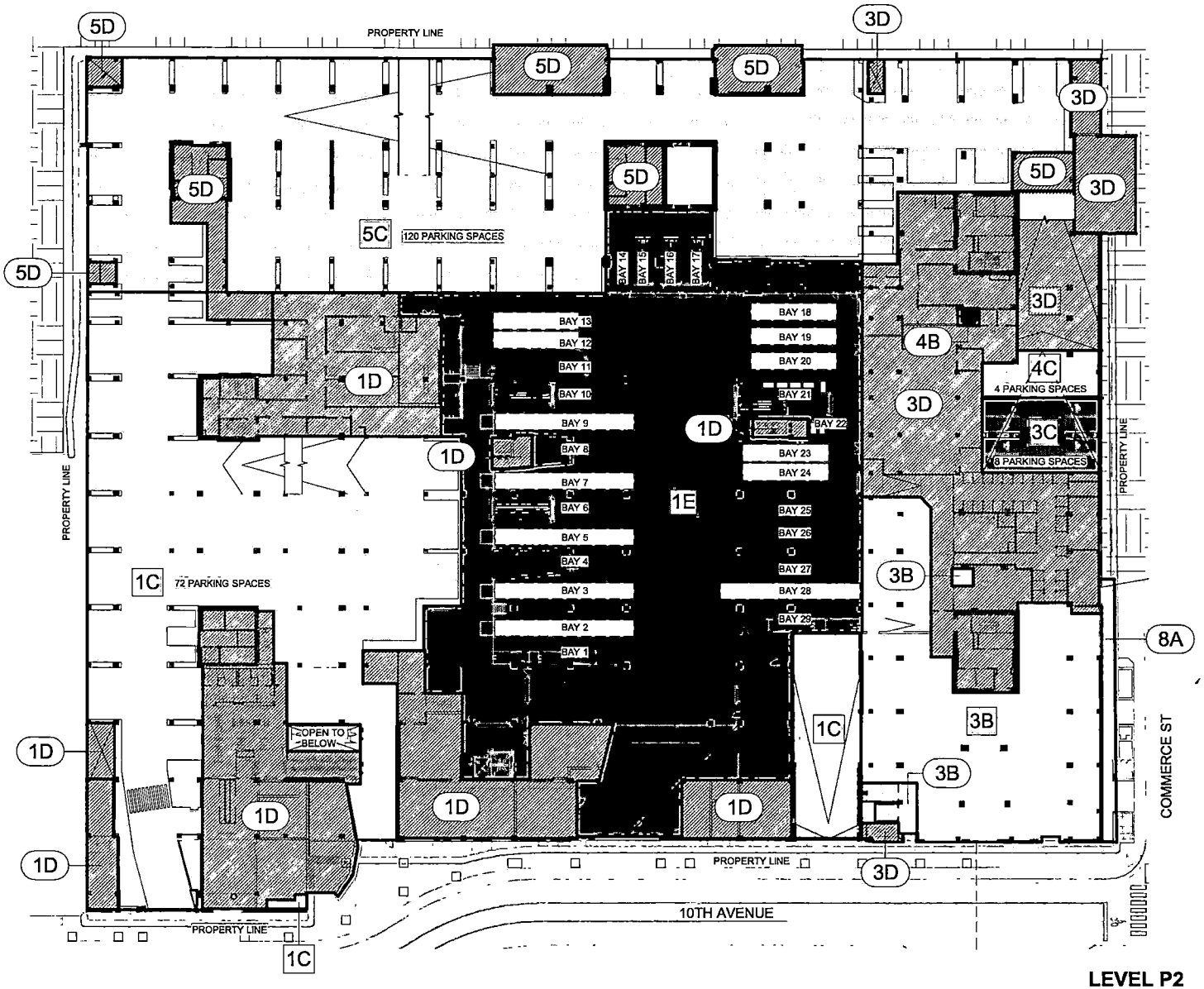
MAP - LEVEL P2

DEFINED AREA	SQUARE FOOTAGE
1C	40,532 SF
1D	26,889 SF
1E	55,975 SF
3B	15,433 SF
3C	2,375 SF
3D	24,213 SF
4B	101 SF
4C	1,388 SF
5C	47,116 SF
5D	7,166 SF
8A	980 SF
Grand total	222,168 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



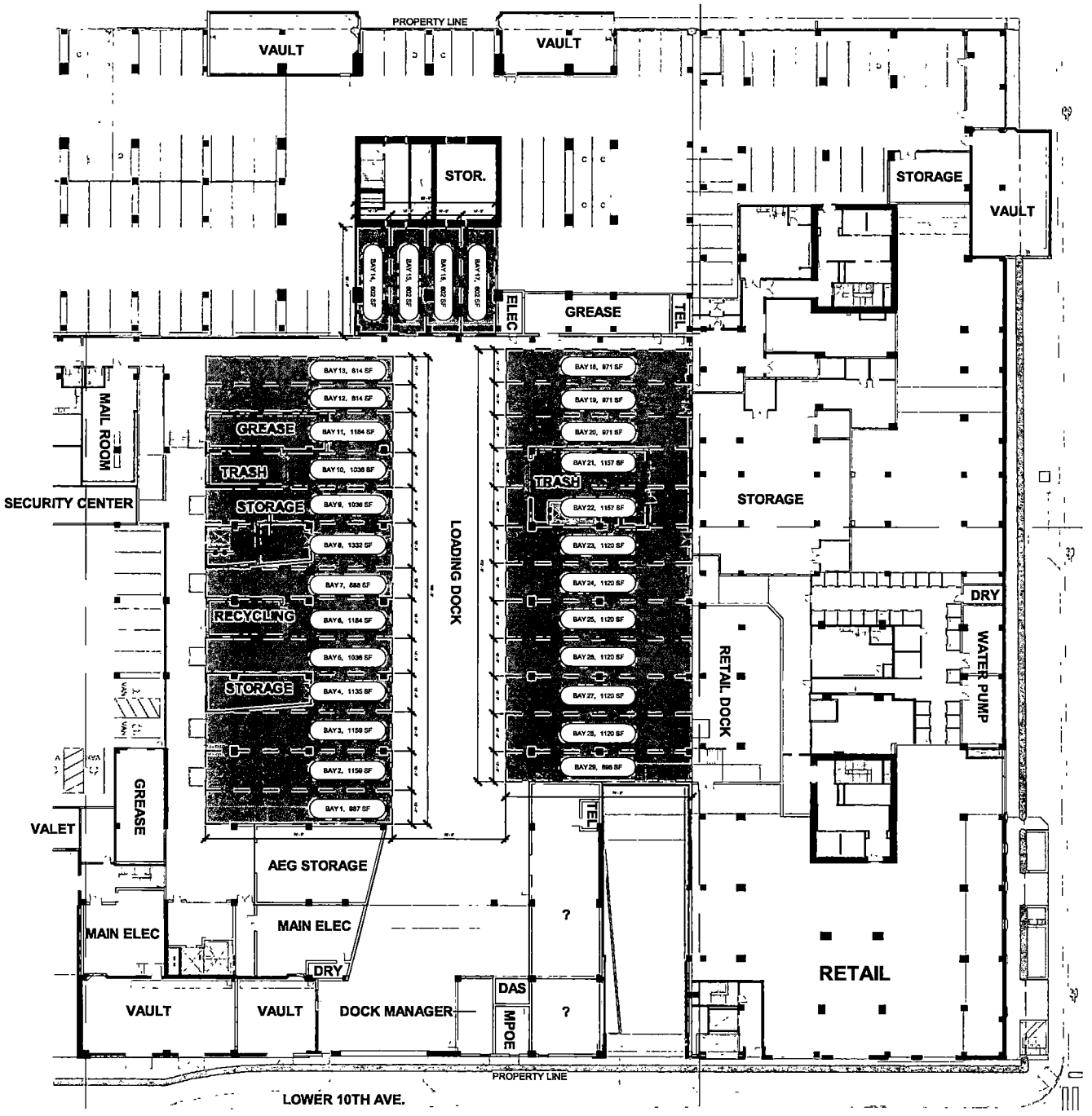
LEVEL P2

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023
45235.00

N

These drawings are recorded prior to construction. After Construction, certain amendments may be made.



LEVEL P2 - LOADING DOCK BAY ALLOCATION

0' 30' 60' 120' 180'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM NASHVILLE, TN 01/23/2023	45235.00	N Page 6.5 of 27

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

3A. RESIDENTIAL UNIT LEVEL P1:	478' - 0"
4A. RESIDENTIAL UNIT LEVEL P1:	478' - 0"
5C. GARAGE UNIT LEVEL P1:	474' - 0"
6C. GARAGE UNIT LEVEL P1:	474' - 0"

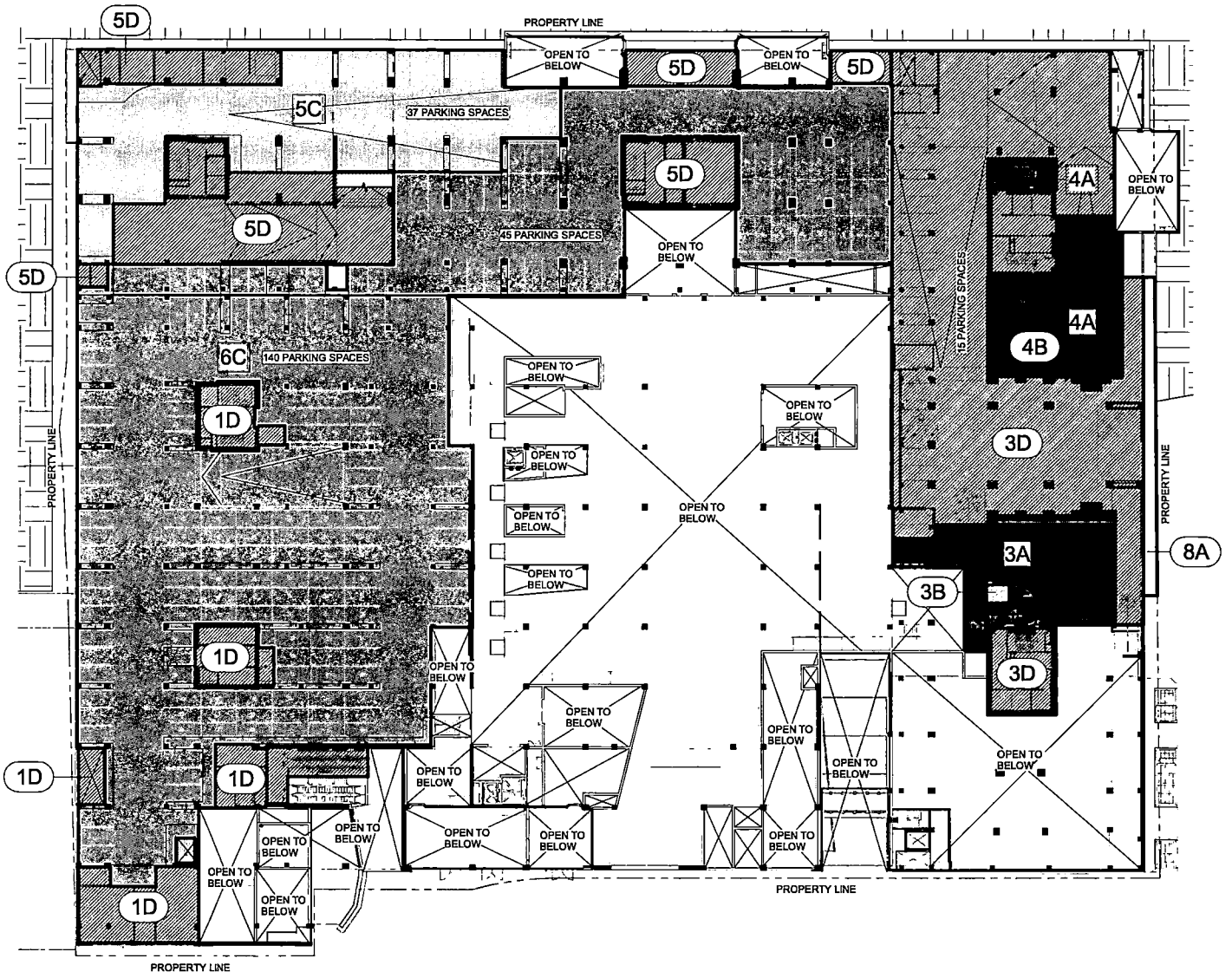
MAP - LEVEL P1

DEFINED AREA	SQUARE FOOTAGE
1D	6,345 SF
3A	4,852 SF
3B	104 SF
3D	24,768 SF
4A	4,837 SF
4B	97 SF
5C	12,616 SF
5D	11,934 SF
6C	62,862 SF
8A	1,016 SF
Grand total	129,430 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



LEVEL P1

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM NASHVILLE, TN 01/23/2023	45235.00	N Page 7 of 27

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

1A. CREATIVE OFFICE UNIT LEVEL 01: 487' - 0"

2A. VENUE UNIT LEVEL 01: 490' - 0"

3A. RESIDENTIAL UNIT LEVEL 01: 488' - 0"

4A. RESIDENTIAL UNIT LEVEL 01: 490' - 0"

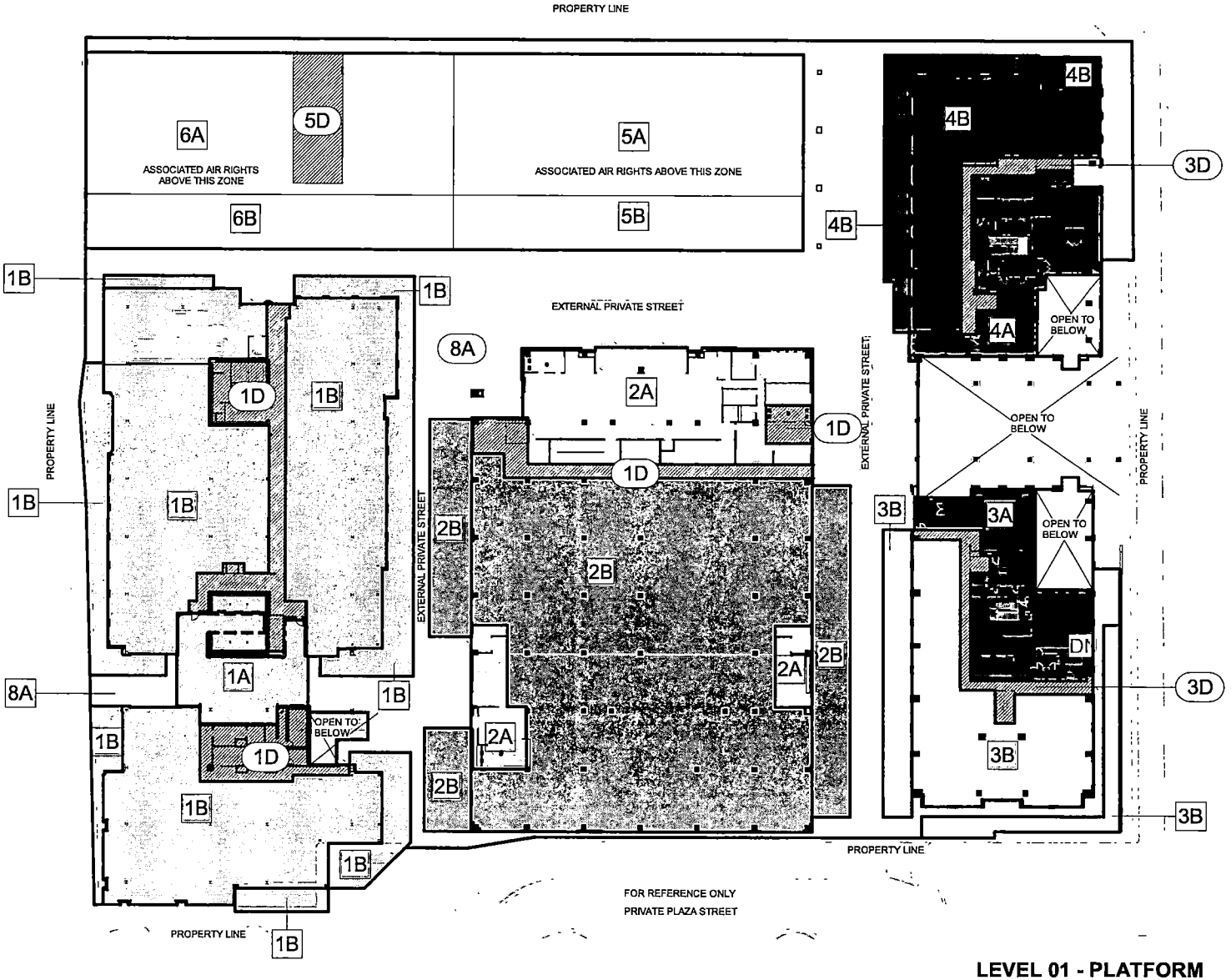
MAP - LEVEL 01

DEFINED AREA	SQUARE FOOTAGE
1A	3,781 SF
1B	41,518 SF
1D	7,562 SF
2A	11,008 SF
2B	37,198 SF
3A	5,065 SF
3B	11,146 SF
3D	2,353 SF
4A	5,057 SF
4B	9,338 SF
5A	TBD -(SEE DECLARATION
5B	TBD - SEE DECLARATION
5D	1,859 SF
6A	TBD -(SEE DECLARATION
6B	TBD - SEE DECLARATION
8A	43,639 SF
Grand total	215,332 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



LEVEL 01 - PLATFORM

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023

45235.00

N

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FLOOR ELEVATIONS

1A.CREATIVE OFFICE UNIT LEVEL 02: 508' - 0"

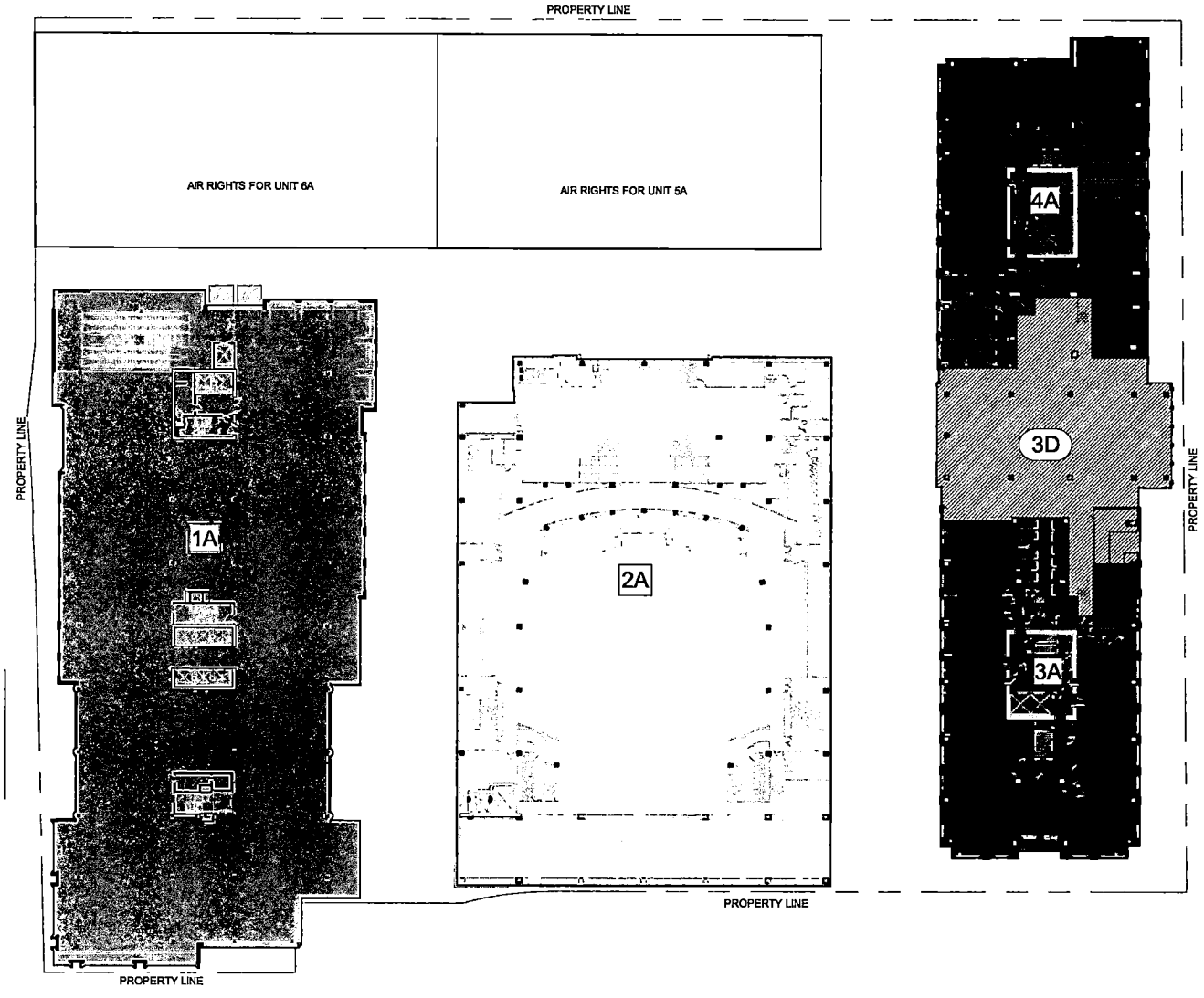
2A.VENUE UNIT LEVEL 02: 510' - 0"

3A.RESIDENTIAL UNIT LEVEL 02: 510' - 0"

4A.RESIDENTIAL UNIT LEVEL 02: 510' - 0"

MAP - LEVEL 02

DEFINED AREA	SQUARE FOOTAGE
1A	43,441 SF
2A	43,623 SF
3A	14,012 SF
3D	9,823 SF
4A	13,560 SF
Grand total	124,459 SF



KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT

LEVEL 02

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM NASHVILLE, TN 01/23/2023	45235.00	N Page 9 of 27

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

1A.CREATIVE OFFICE UNIT LEVEL 03: 526' - 0"

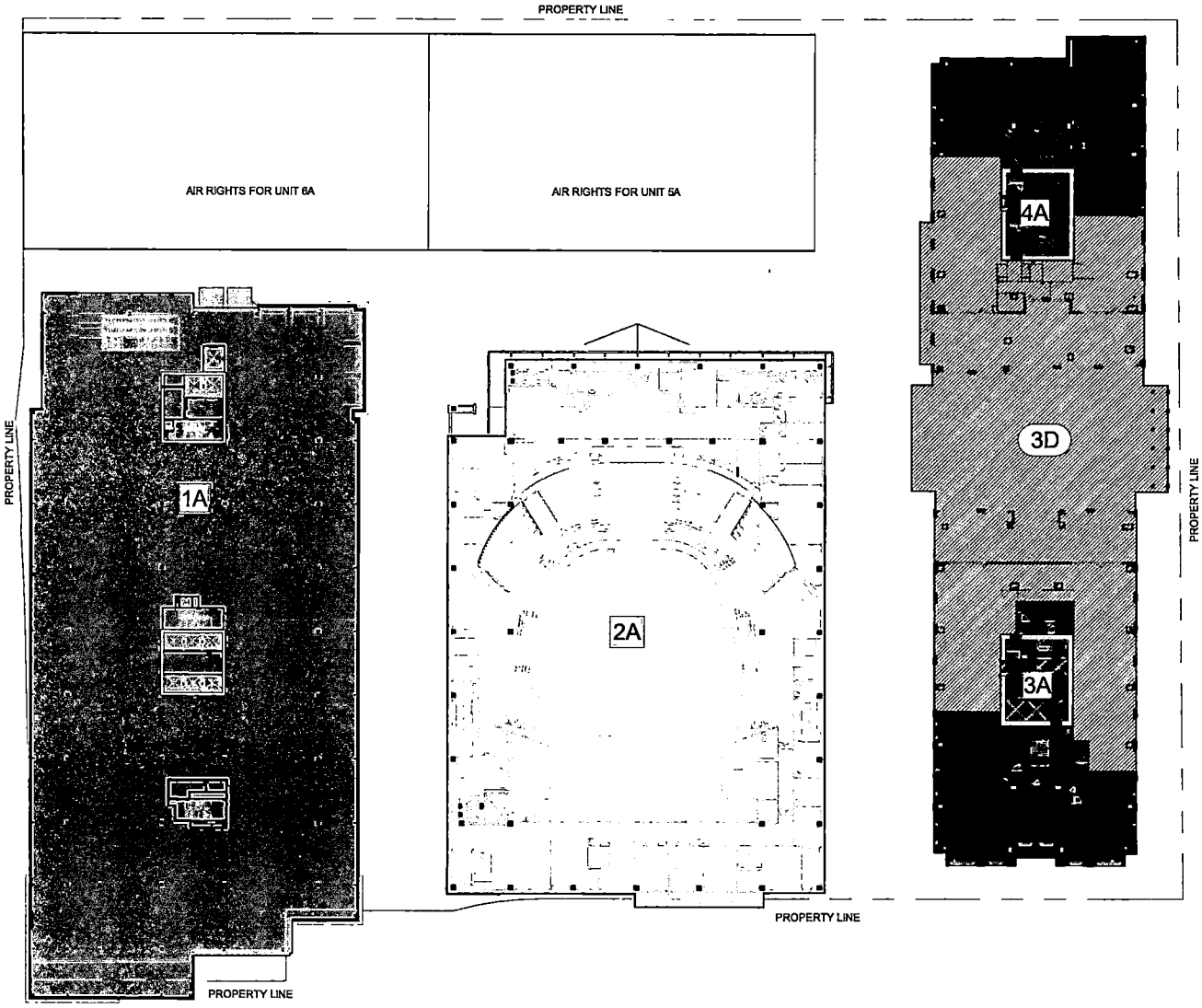
2A.VENUE UNIT LEVEL 03: 530' - 0"

3A.RESIDENTIAL UNIT LEVEL 03: 520' - 8"

4A.RESIDENTIAL UNIT LEVEL 03: 520' - 8"

MAP - LEVEL 03

DEFINED AREA	SQUARE FOOTAGE
1A	48,421 SF
2A	43,828 SF
3A	7,581 SF
3D	23,237 SF
4A	7,495 SF
Grand total	130,562 SF



KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT

LEVEL 03

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023

45235.00

N

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

1A.CREATIVE OFFICE LEVEL 04: 552' - 0"

2A.VENUE UNIT LEVEL MECH: 551' - 8"

3A.RESIDENTIAL UNIT LEVEL 04: 538' - 4"

4A.RESIDENTIAL UNIT LEVEL 04: 538' - 4"

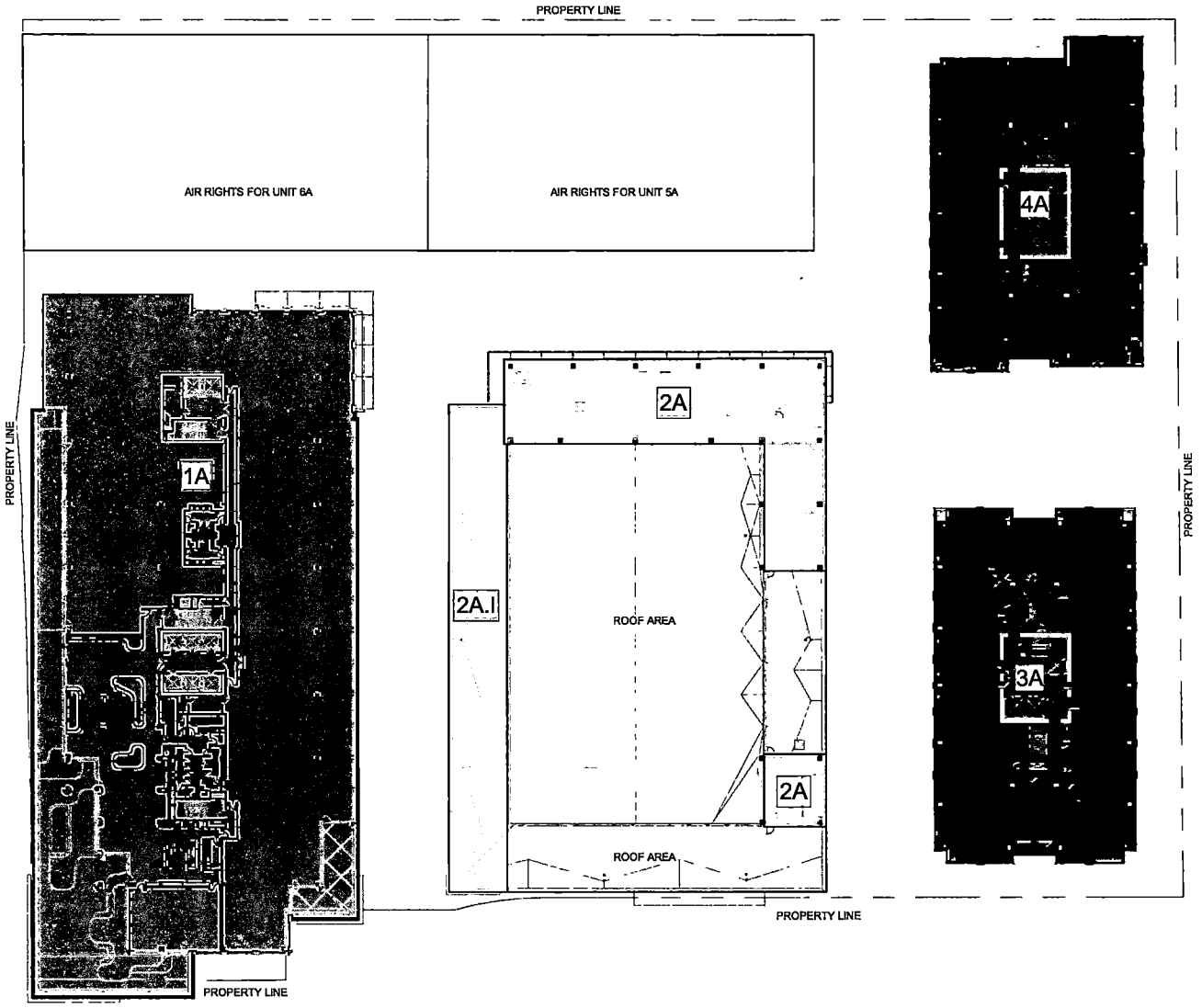
MAP - LEVEL 04

DEFINED AREA	SQUARE FOOTAGE
1A	47,670 SF
2A	8,798 SF
2A.I	6,317 SF
3A	15,257 SF
4A	14,548 SF
Grand total	92,590 SF

KEY		TOTAL
1A.	9A1 CREATIVE OFFICE UNIT	409,279 SF
1B.	9A1 - RETAIL UNIT	41,518 SF
1C.	9A1/9A2 - GARAGE UNIT	317,737 SF
1D.	LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E.	LOADING DOCK UNIT	55,975 SF
2A.	9A2 - VENUE UNIT	113,574 SF
2B.	9A2 - RETAIL UNIT	37,198 SF
3A.	9A3 - RESIDENTIAL TOWER	503,896 SF
3B.	9A3 - RETAIL UNIT	27,092 SF
3C.	9A3 GARAGE UNIT	133,384 SF
3D.	LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A.	9B3 - RESIDENTIAL TOWER	501,955 SF
4B.	9B3 - RETAIL UNIT	9,338 SF
4C.	9B3 - GARAGE UNIT	113,506 SF
5A.	9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B.	9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C.	9B2 - GARAGE UNIT	91,687 SF
5D.	LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A.	9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B.	9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C.	9B1 - GARAGE UNIT	62,862 SF
7A.	PARCEL 07 GARAGE UNIT	64,044 SF
8A.	COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



LEVEL 04

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM NASHVILLE, TN 01/23/2023	45235.00	N Page 11 of 27

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

1A.CREATIVE OFFICE UNIT LEVEL 05: 567' - 1"

2A.VENUE UNIT LEVEL ROOF: 560' - 0"

3A.RESIDENTIAL UNIT LEVEL 05: 549' - 0"

4A.RESIDENTIAL UNIT LEVEL 05: 549' - 0"

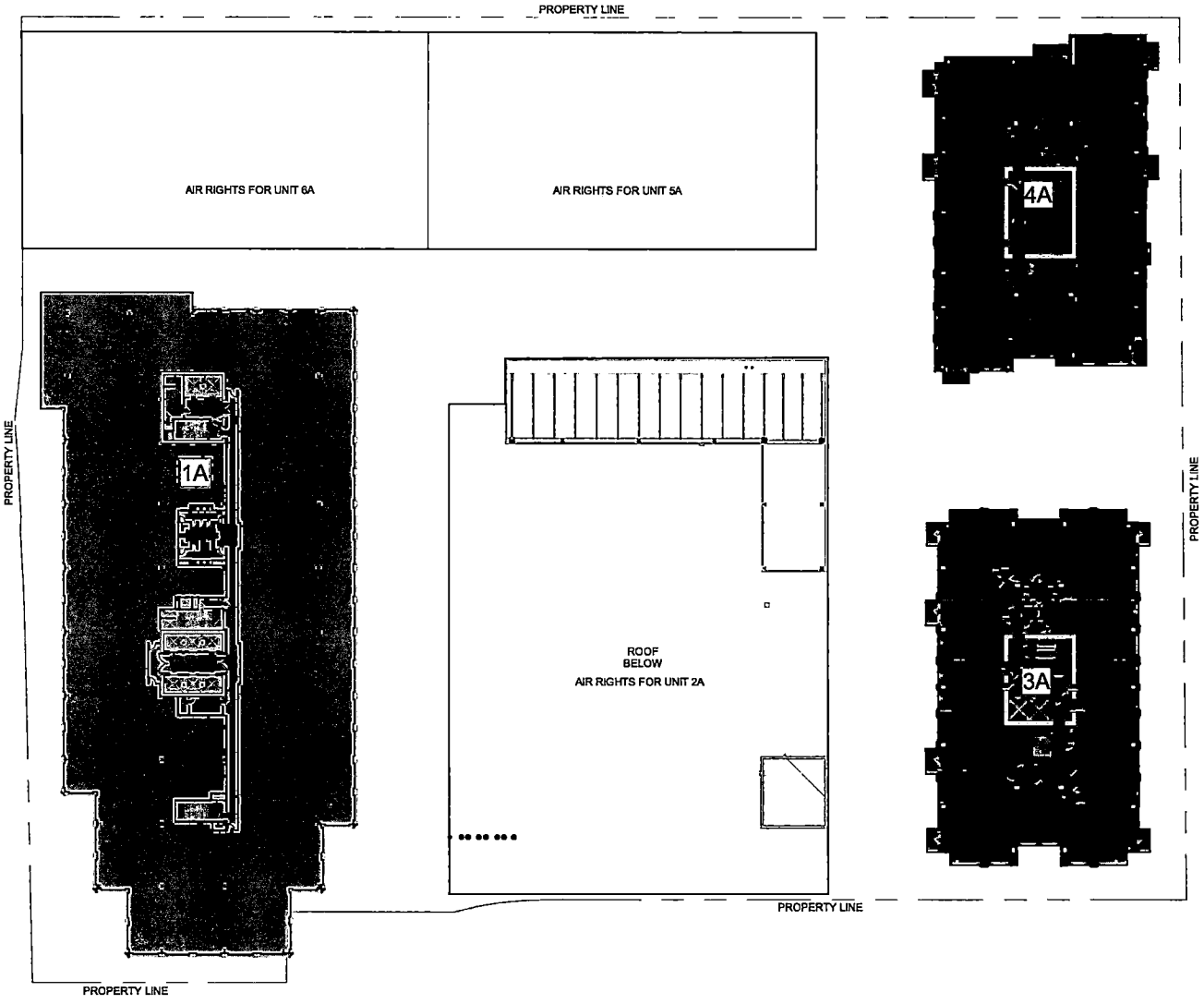
MAP - LEVEL 05

DEFINED AREA	SQUARE FOOTAGE
1A	39,202 SF
3A	15,511 SF
4A	14,989 SF
Grand total	69,702 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



LEVEL 05

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023

45235.00

N

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

1A.CREATIVE OFFICE UNIT LEVEL 06: 582' - 0"

3A.RESIDENTIAL UNIT LEVEL 06: 559' - 8"

4A.RESIDENTIAL UNIT LEVEL 06: 559' - 8"

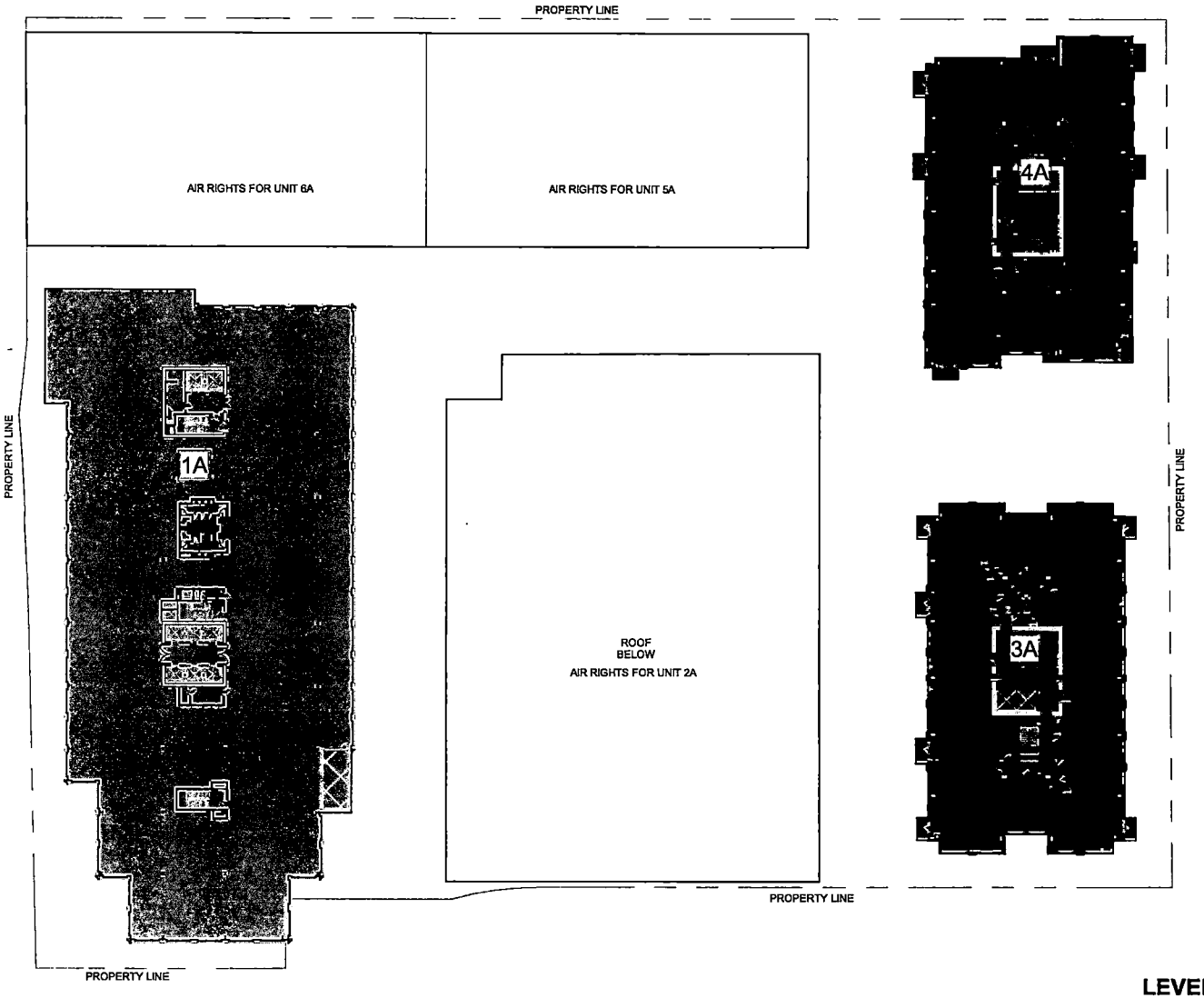
MAP - LEVEL 06

DEFINED AREA	SQUARE FOOTAGE
1A	39,182 SF
3A	15,511 SF
4A	14,989 SF
Grand total	69,682 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



LEVEL 06
1A CREATIVE OFFICE - LEVEL 06
3A/4A RESIDENTIAL - LEVEL 06

0' 40' 80' 160' 240'

NASHVILLE YARDS -
PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023

45235.00

N

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FLOOR ELEVATIONS

1A.CREATIVE OFFICE UNIT LEVEL 07: 597' - 0"

3A.RESIDENTIAL UNIT LEVEL 07: 570' - 4"

4A.RESIDENTIAL UNIT LEVEL 07: 570' - 4"

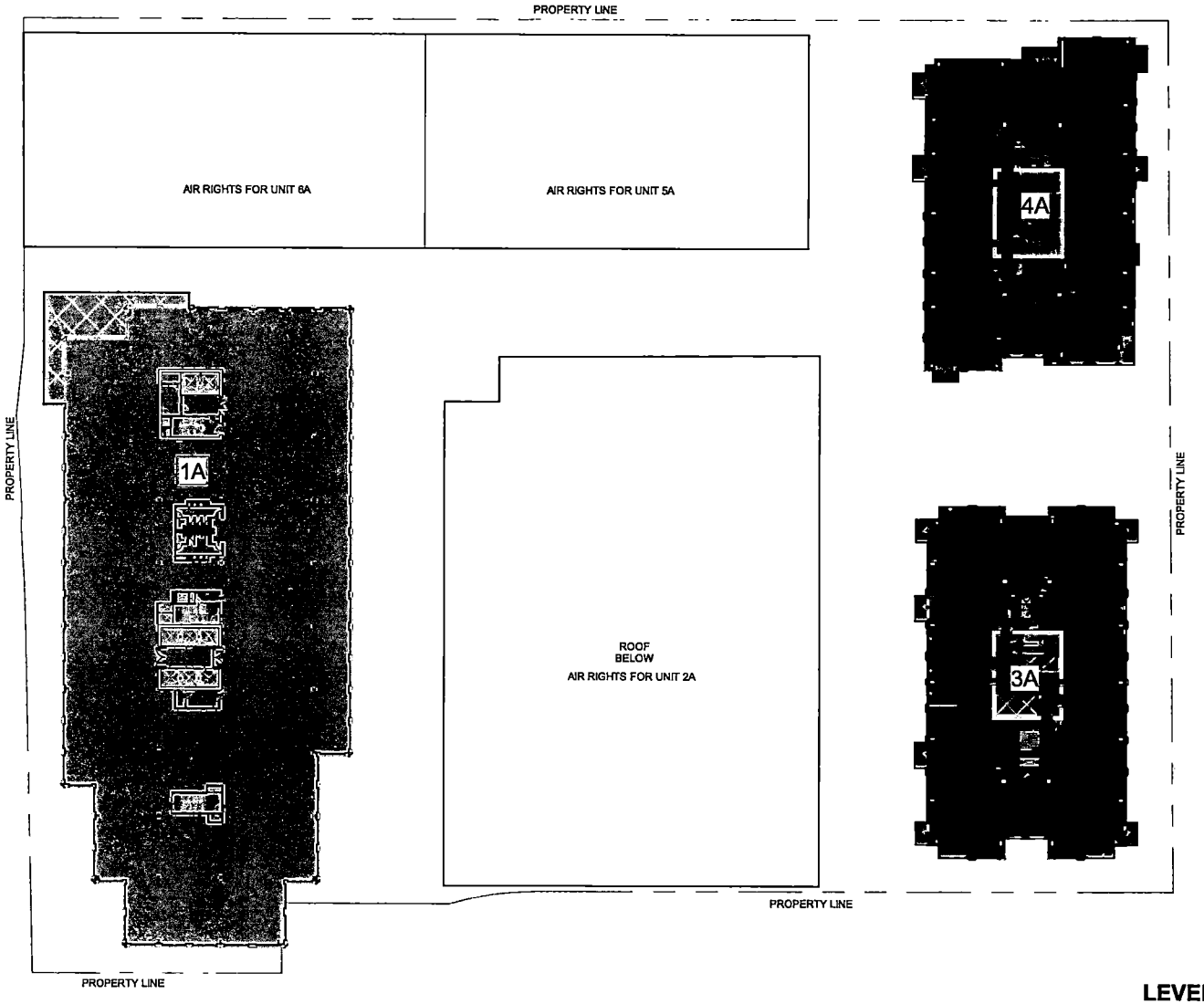
MAP - LEVEL 07

DEFINED AREA	SQUARE FOOTAGE
1A	38,634 SF
3A	15,507 SF
4A	14,989 SF
Grand total	69,129 SF

KEY		TOTAL
1A.	9A1 CREATIVE OFFICE UNIT	409,279 SF
1B.	9A1 - RETAIL UNIT	41,518 SF
1C.	9A1/9A2 - GARAGE UNIT	317,737 SF
1D.	LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E.	LOADING DOCK UNIT	55,975 SF
2A.	9A2 - VENUE UNIT	113,574 SF
2B.	9A2 - RETAIL UNIT	37,198 SF
3A.	9A3 - RESIDENTIAL TOWER	503,896 SF
3B.	9A3 - RETAIL UNIT	27,092 SF
3C.	9A3 GARAGE UNIT	133,384 SF
3D.	LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A.	9B3 - RESIDENTIAL TOWER	501,955 SF
4B.	9B3 - RETAIL UNIT	9,338 SF
4C.	9B3 - GARAGE UNIT	113,506 SF
5A.	9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B.	9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C.	9B2 - GARAGE UNIT	91,687 SF
5D.	LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A.	9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B.	9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C.	9B1 - GARAGE UNIT	62,862 SF
7A.	PARCEL 07 GARAGE UNIT	64,044 SF
8A.	COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



LEVEL 07
1A CREATIVE OFFICE - LEVEL 07
3A/4A RESIDENTIAL - LEVEL 07

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023
45235.00

N

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FLOOR ELEVATIONS

1A.CREATIVE OFFICE UNIT LEVEL 08: 612' - 0"

3A.RESIDENTIAL UNIT LEVEL 08: 581' - 0"

4A.RESIDENTIAL UNIT LEVEL 08: 581' - 0"

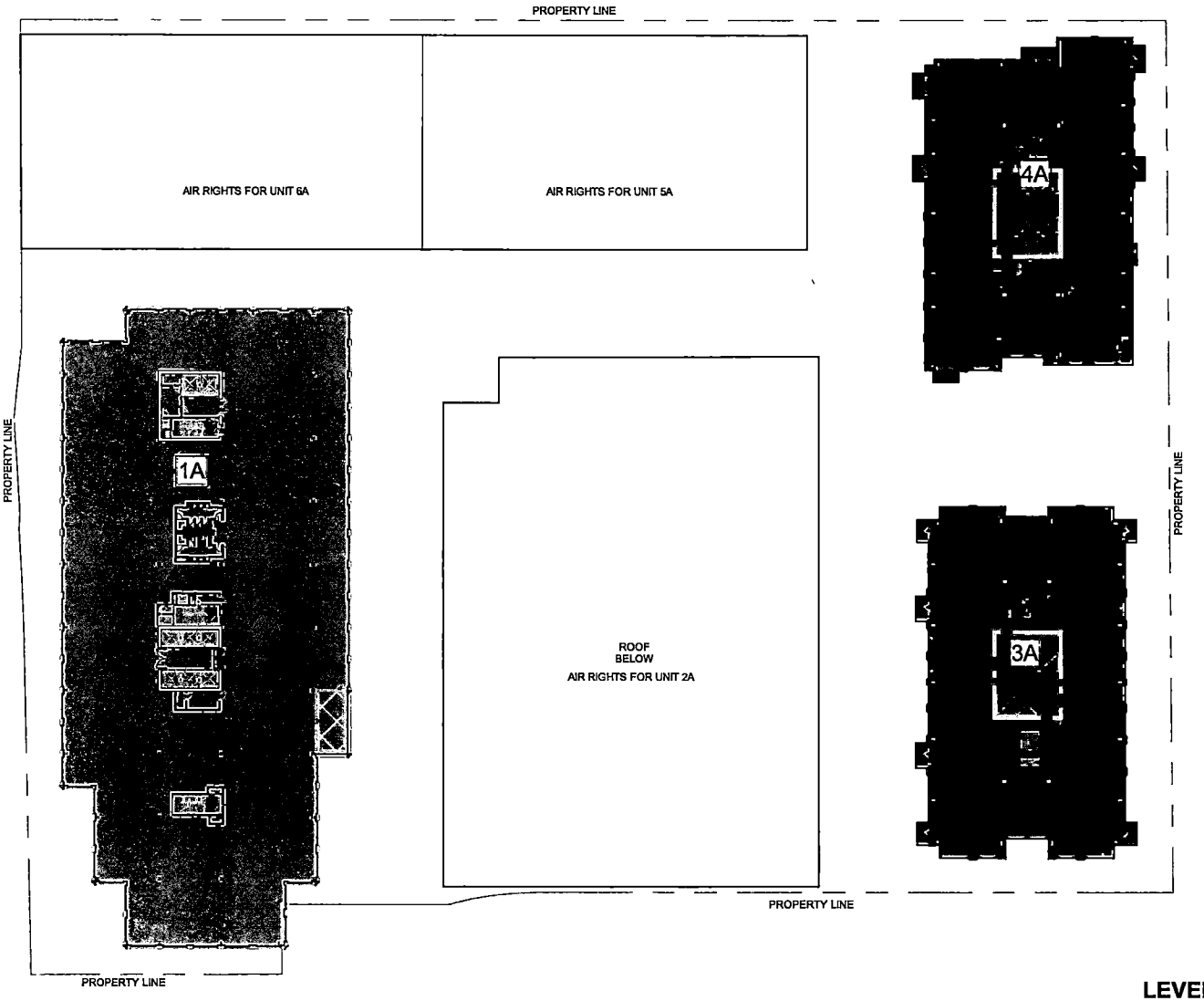
MAP - LEVEL 08

DEFINED AREA	SQUARE FOOTAGE
1A	37,215 SF
3A	15,511 SF
4A	14,989 SF
Grand total	67,715 SF

KEY		TOTAL
1A.	9A1 CREATIVE OFFICE UNIT	409,279 SF
1B.	9A1 - RETAIL UNIT	41,518 SF
1C.	9A1/9A2 - GARAGE UNIT	317,737 SF
1D.	LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E.	LOADING DOCK UNIT	55,975 SF
2A.	9A2 - VENUE UNIT	113,574 SF
2B.	9A2 - RETAIL UNIT	37,198 SF
3A.	9A3 - RESIDENTIAL TOWER	503,896 SF
3B.	9A3 - RETAIL UNIT	27,092 SF
3C.	9A3 GARAGE UNIT	133,384 SF
3D.	LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A.	9B3 - RESIDENTIAL TOWER	501,955 SF
4B.	9B3 - RETAIL UNIT	9,338 SF
4C.	9B3 - GARAGE UNIT	113,506 SF
5A.	9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B.	9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C.	9B2 - GARAGE UNIT	91,687 SF
5D.	LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A.	9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B.	9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C.	9B1 - GARAGE UNIT	62,862 SF
7A.	PARCEL 07 GARAGE UNIT	64,044 SF
8A.	COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



LEVEL 08
1A CREATIVE OFFICE - LEVEL 08
3A/4A RESIDENTIAL - LEVEL 08

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023

45235.00

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FLOOR ELEVATIONS

1A.CREATIVE OFFICE UNIT LEVEL 09: 627' - 0"

3A.RESIDENTIAL UNIT LEVEL 09: 591' - 8"

4A.RESIDENTIAL UNIT LEVEL 09: 591' - 8"

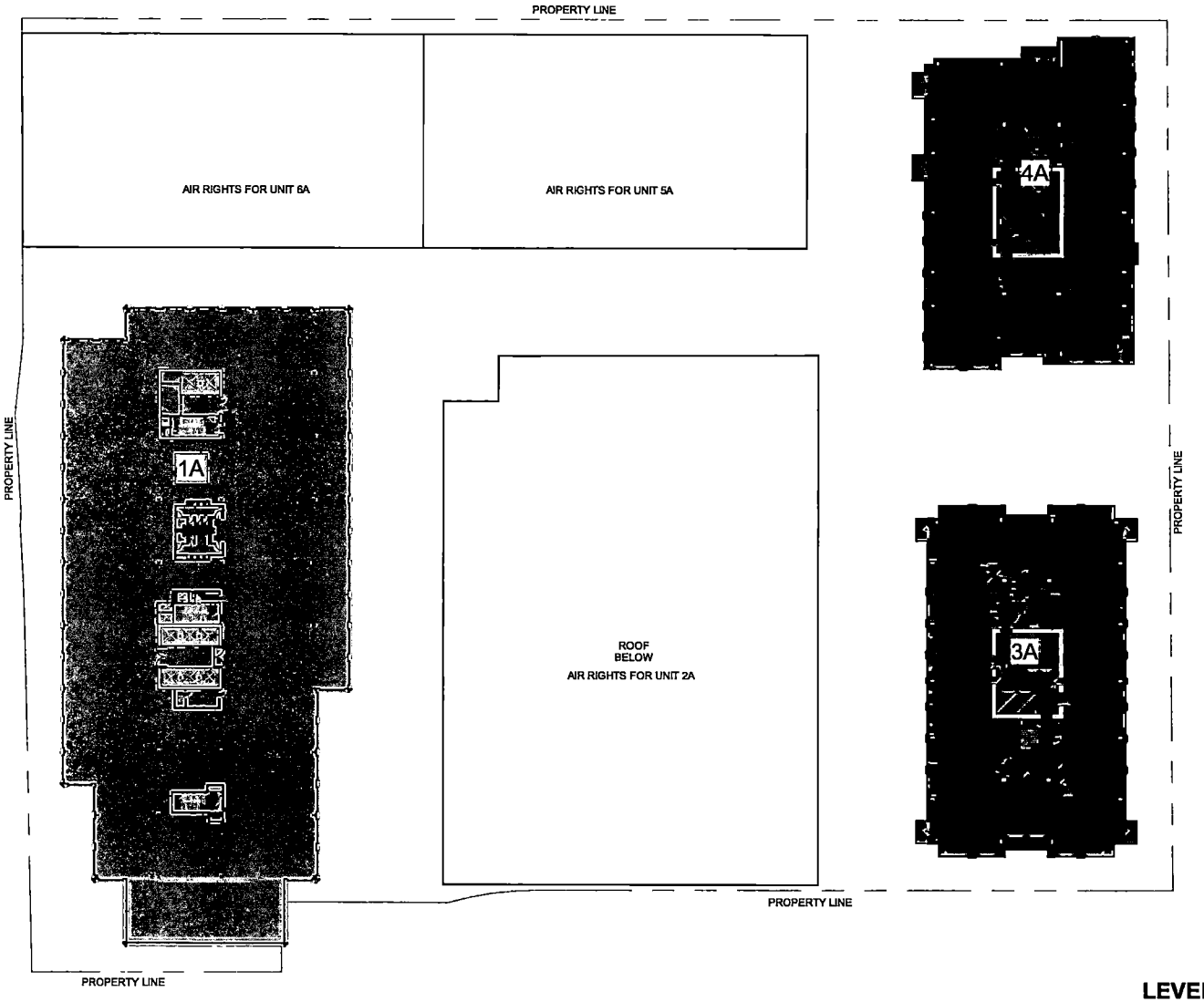
MAP - LEVEL 09

DEFINED AREA	SQUARE FOOTAGE
1A	36,736 SF
3A	15,487 SF
4A	14,784 SF
Grand total	67,007 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



LEVEL 09
1A CREATIVE OFFICE - LEVEL 09
3A/4A RESIDENTIAL - LEVEL 09

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM NASHVILLE, TN 01/23/2023	45235.00	N Page 16 of 27

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

1A.CREATIVE OFFICE UNIT LEVEL 10: 642' - 0"

3A.RESIDENTIAL UNIT LEVEL 10: 602' - 4"

4A.RESIDENTIAL UNIT LEVEL 10: 602' - 4"

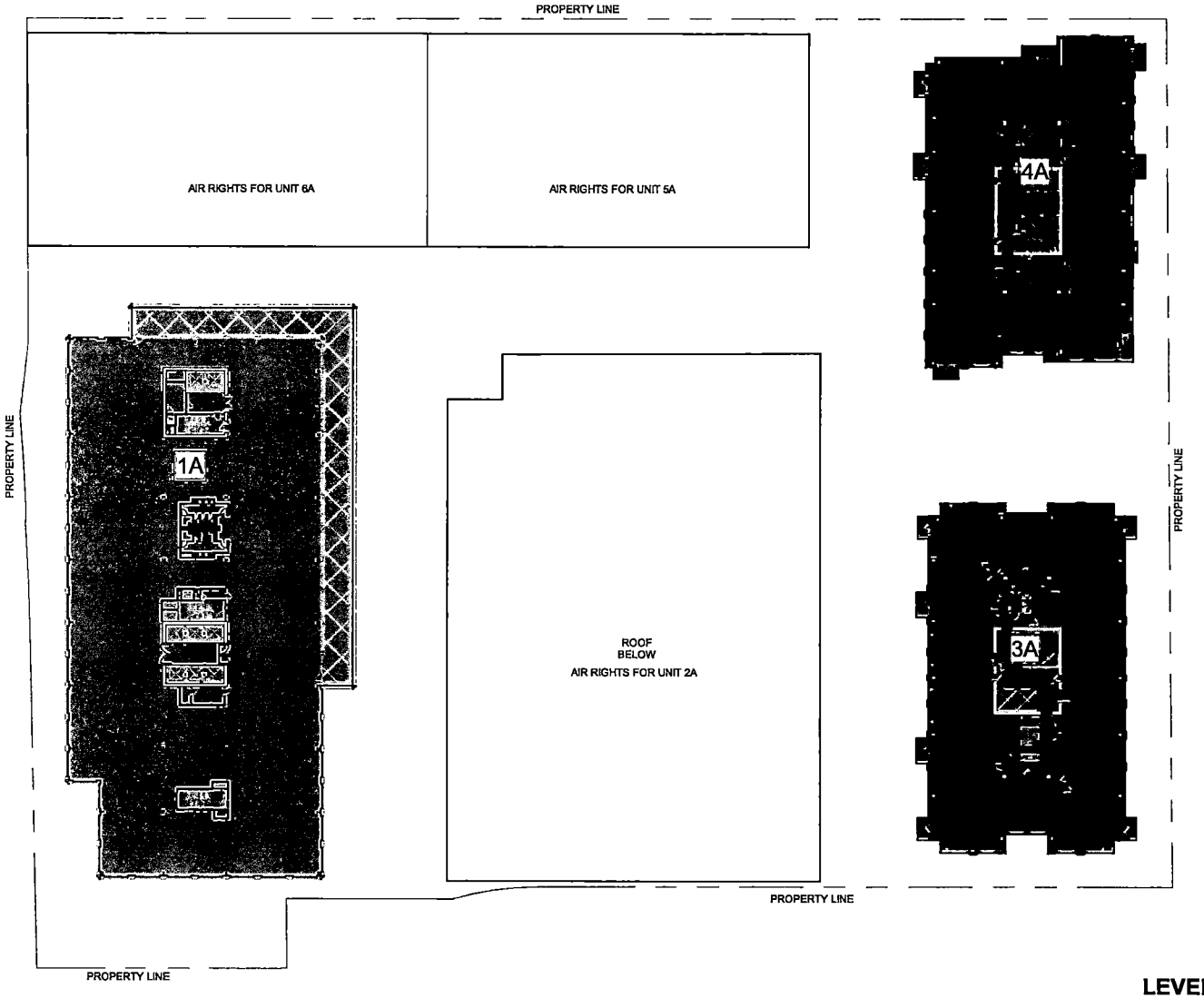
MAP - LEVEL 10

DEFINED AREA	SQUARE FOOTAGE
1A	34,345 SF
3A	15,511 SF
4A	14,989 SF
Grand total	64,845 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



LEVEL 10
1A CREATIVE OFFICE - LEVEL 10
3A/4A RESIDENTIAL - LEVEL 10

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM NASHVILLE, TN 01/23/2023	45235.00	N Page 17 of 27

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

1A.CREATIVE OFFICE UNIT LEVEL 11: 657' - 0"

3A.RESIDENTIAL UNIT LEVEL 11: 613' - 0"

4A.RESIDENTIAL UNIT LEVEL 11: 613' - 0"

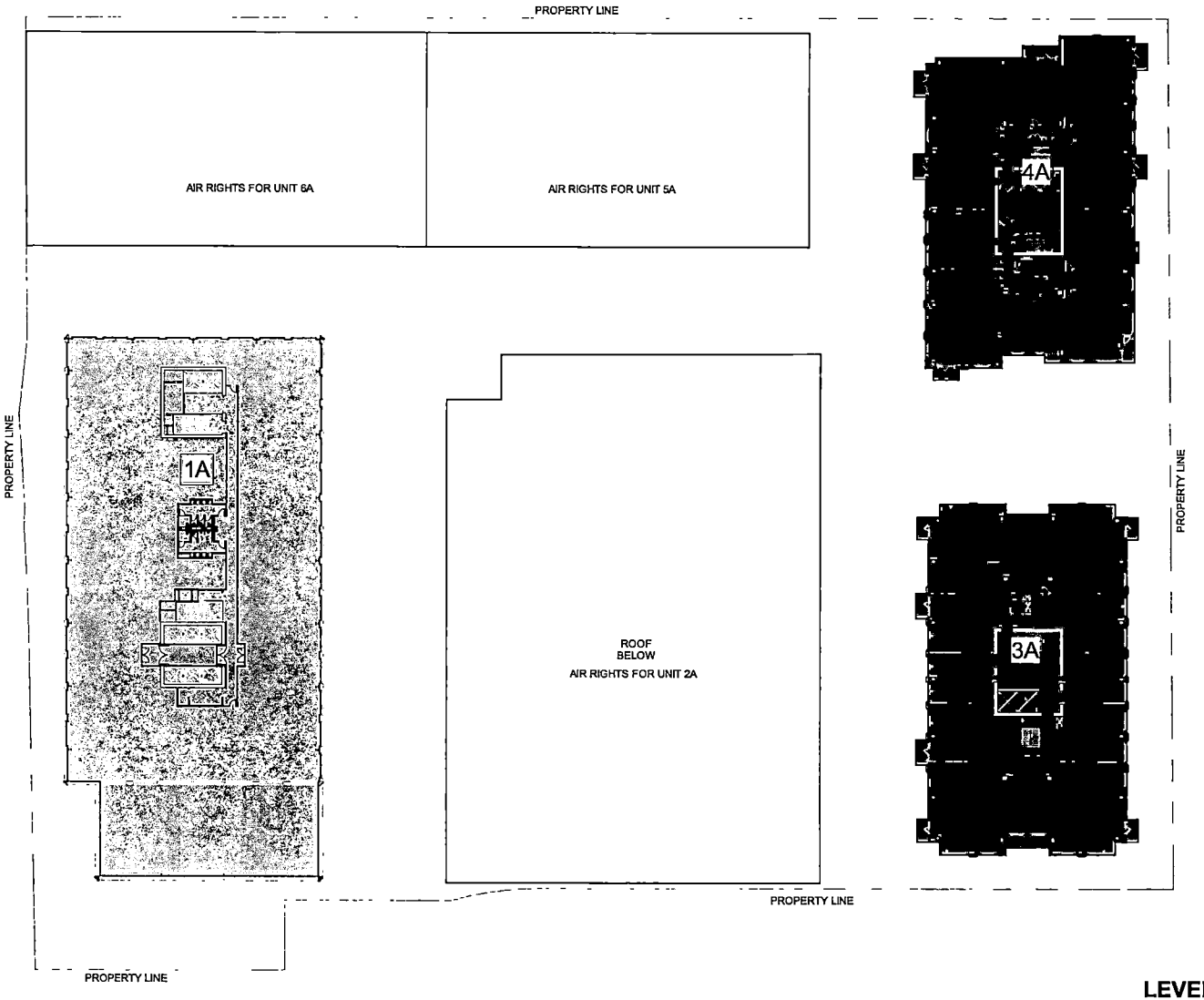
MAP - LEVEL 11

DEFINED AREA	SQUARE FOOTAGE
1A	30,183 SF
3A	15,625 SF
4A	14,989 SF
Grand total	60,797 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



LEVEL 11
1A CREATIVE OFFICE - LEVEL 11
3A/4A RESIDENTIAL - LEVEL 11

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023
45235.00

N

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

1A.CREATIVE OFFICE UNIT LEVEL 12: 672' - 0"

3A.RESIDENTIAL UNIT LEVEL 12: 623' - 8"

4A.RESIDENTIAL UNIT LEVEL 12: 623' - 8"

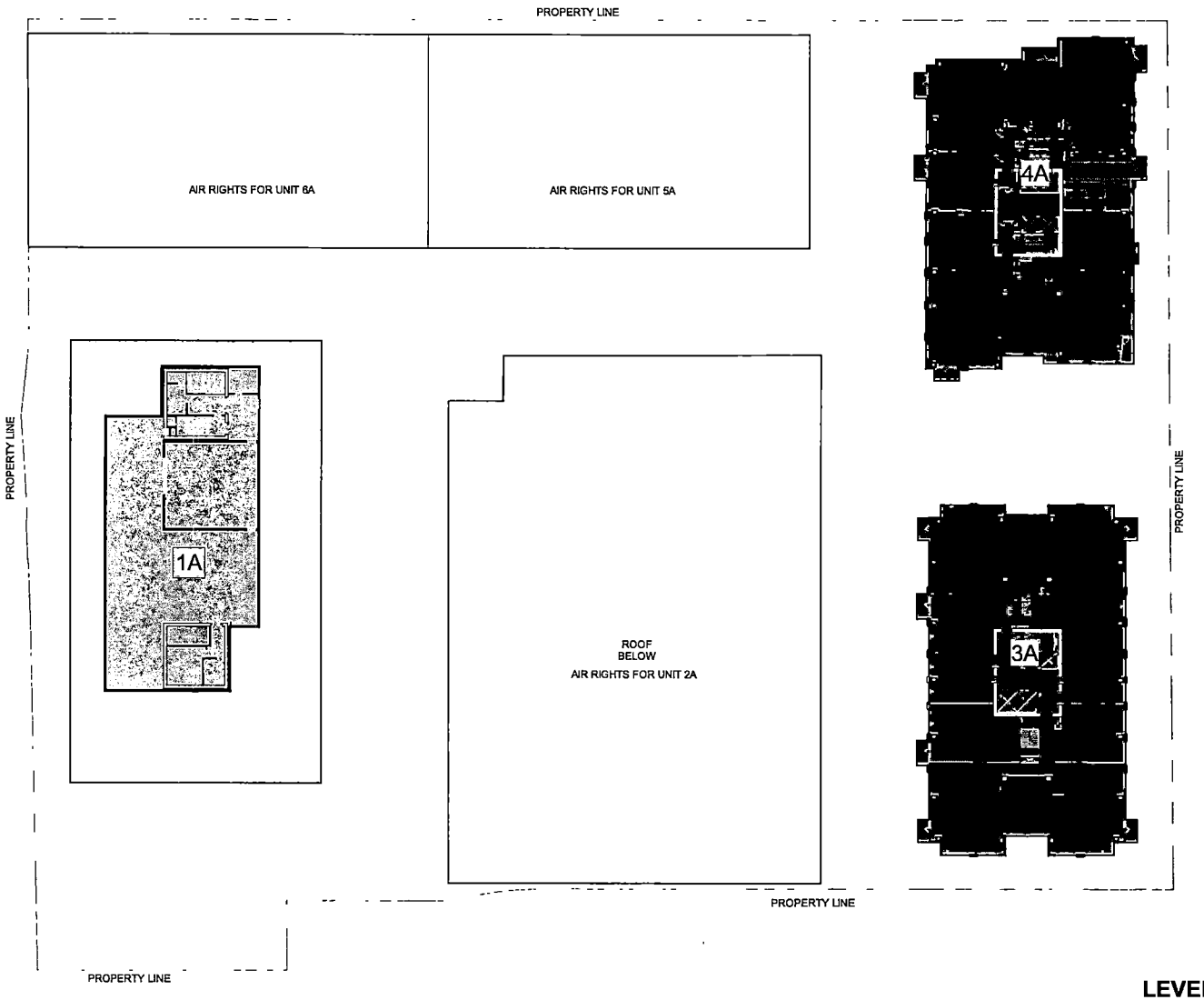
MAP - LEVEL 12

DEFINED AREA	SQUARE FOOTAGE
1A	10,469 SF
3A	15,511 SF
4A	14,989 SF
Grand total	40,969 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



LEVEL 12
1A CREATIVE OFFICE - LEVEL 12
3A/4A RESIDENTIAL - LEVEL 12

0' 40' 80' 160' 240'

NASHVILLE YARDS -
PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023

45235.00

N

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

1A.CREATIVE OFFICE UNIT LEVEL 13 ROOF: 687' - 0"

3A.RESIDENTIAL UNIT LEVEL 13: 634' - 4"

4A.RESIDENTIAL UNIT LEVEL 13: 634' - 4"

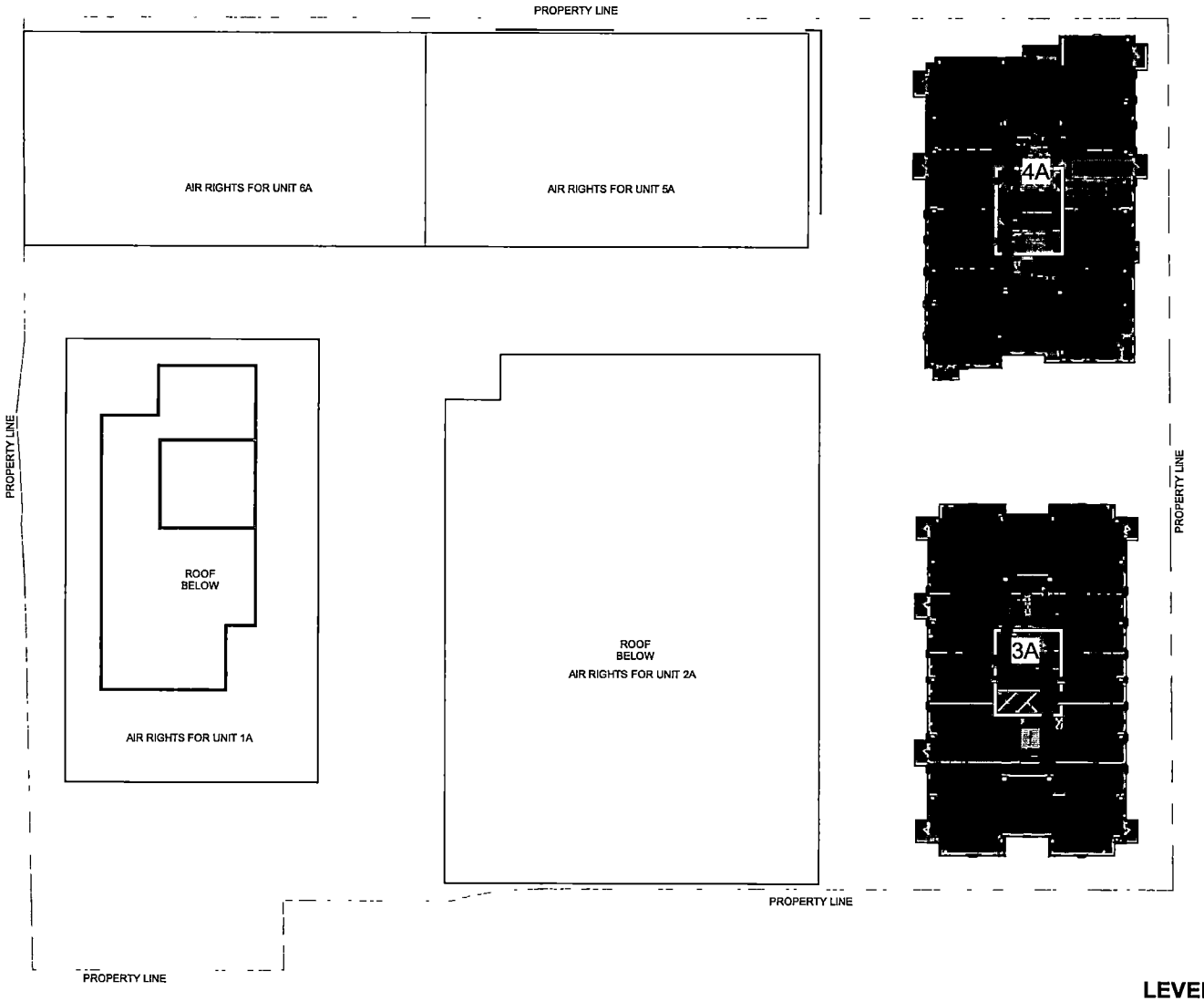
MAP - LEVEL 13

DEFINED AREA	SQUARE FOOTAGE
3A	15,511 SF
4A	14,989 SF
Grand total	30,500 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



LEVEL 13
1A CREATIVE OFFICE - LEVEL 13
3A/4A RESIDENTIAL - LEVEL 13

0' 40' 80' 160' 240'

NASHVILLE YARDS -
PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023

45235.00

N

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

3A/4A.RESIDENTIAL UNIT LEVEL 14: 645' - 0"
3A/4A.RESIDENTIAL UNIT LEVEL 19: 698' - 4"
3A/4A.RESIDENTIAL UNIT LEVEL 24: 751' - 8"
3A/4A.RESIDENTIAL UNIT LEVEL 29: 805' - 0"

MAP - LEVEL 14

DEFINED AREA	SQUARE FOOTAGE
3A	15,487 SF
4A	14,784 SF
Grand total	30,271 SF

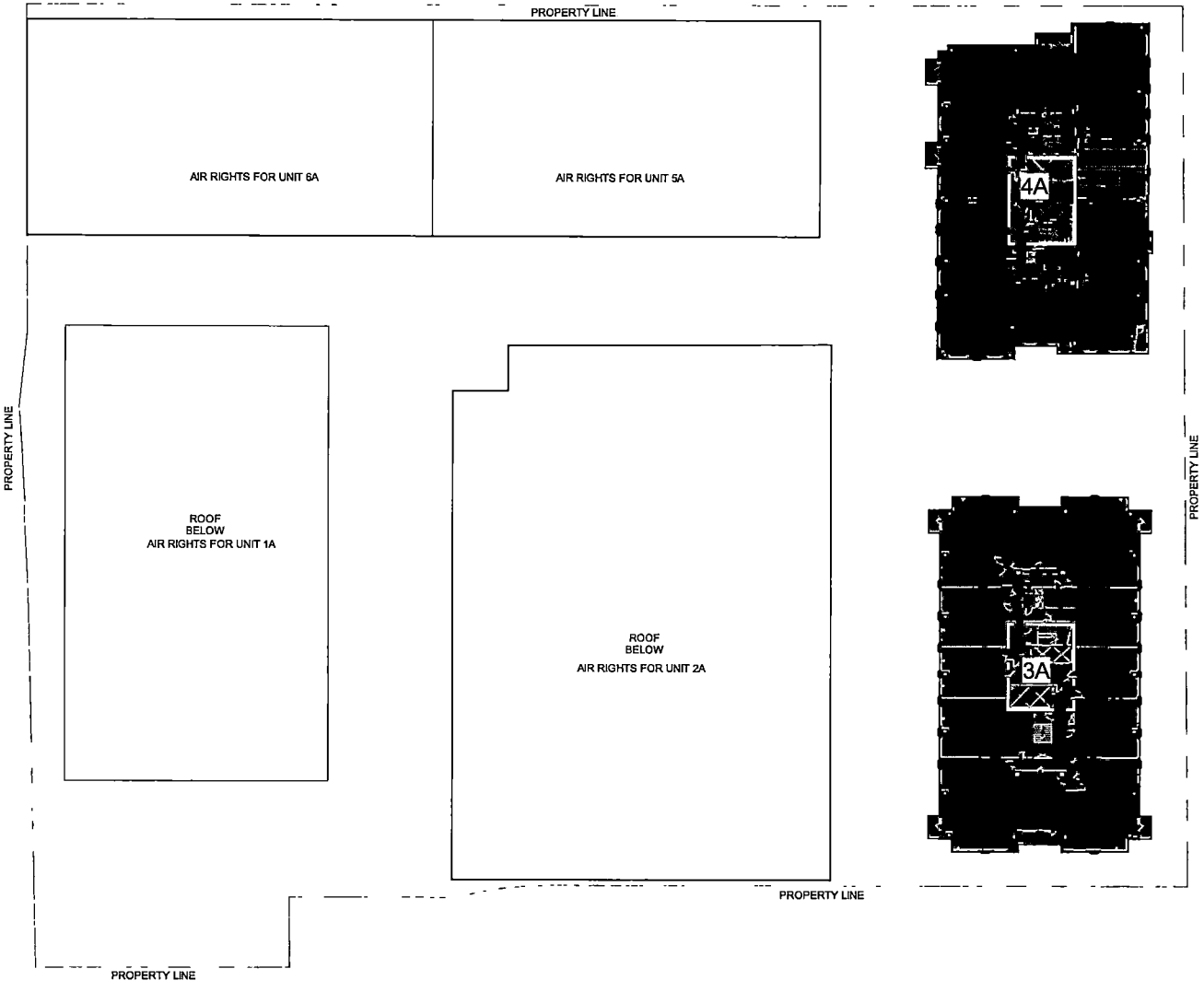
MAP - LEVEL 14,19,24,29 - TOTAL

DEFINED AREA	SQUARE FOOTAGE	Count	Area * Count
3A	15,487 SF	4	61,946 SF
4A	14,784 SF	4	59,136 SF
Grand total	30,271 SF		121,082 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



3A/4A RESIDENTIAL - TYPICAL TOWER LEVELS 14,19,24,29

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023

45235.00

N

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

3A/4A.RESIDENTIAL UNIT LEVEL 15: 655' - 8"
3A/4A.RESIDENTIAL UNIT LEVEL 16: 666' - 4"
3A/4A.RESIDENTIAL UNIT LEVEL 17: 677' - 0"
3A/4A.RESIDENTIAL UNIT LEVEL 18: 687' - 8"
3A/4A.RESIDENTIAL UNIT LEVEL 20: 709' - 0"
3A/4A.RESIDENTIAL UNIT LEVEL 21: 719' - 8"
3A/4A.RESIDENTIAL UNIT LEVEL 22: 730' - 4"
3A/4A.RESIDENTIAL UNIT LEVEL 23: 741' - 0"
3A/4A.RESIDENTIAL UNIT LEVEL 25: 762' - 4"
3A/4A.RESIDENTIAL UNIT LEVEL 26: 773' - 0"
3A/4A.RESIDENTIAL UNIT LEVEL 27: 783' - 8"
3A/4A.RESIDENTIAL UNIT LEVEL 28: 794' - 4"
3A/4A.RESIDENTIAL UNIT LEVEL 30: 815' - 8"
3A/4A.RESIDENTIAL UNIT LEVEL 31: 826' - 4"

MAP - LEVEL 15

DEFINED AREA	SQUARE FOOTAGE
3A	15,511 SF
4A	14,989 SF
Grand total	30,500 SF

MAP - LEVEL 15-18, 20-23, 25-28, 30-31 - TOTAL

DEFINED AREA	SQUARE FOOTAGE	Count	Area * Count
3A	15,511 SF	14	217,156 SF
4A	14,989 SF	14	209,845 SF
Grand total	30,500 SF		427,001 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



3A/4A RESIDENTIAL - TYPICAL TOWER LEVEL 15-18, 20-23, 25-28, 30-31

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023
45235.00

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FLOOR ELEVATIONS

3A/4A.RESIDENTIAL UNIT LEVEL 32: 837' - 0"

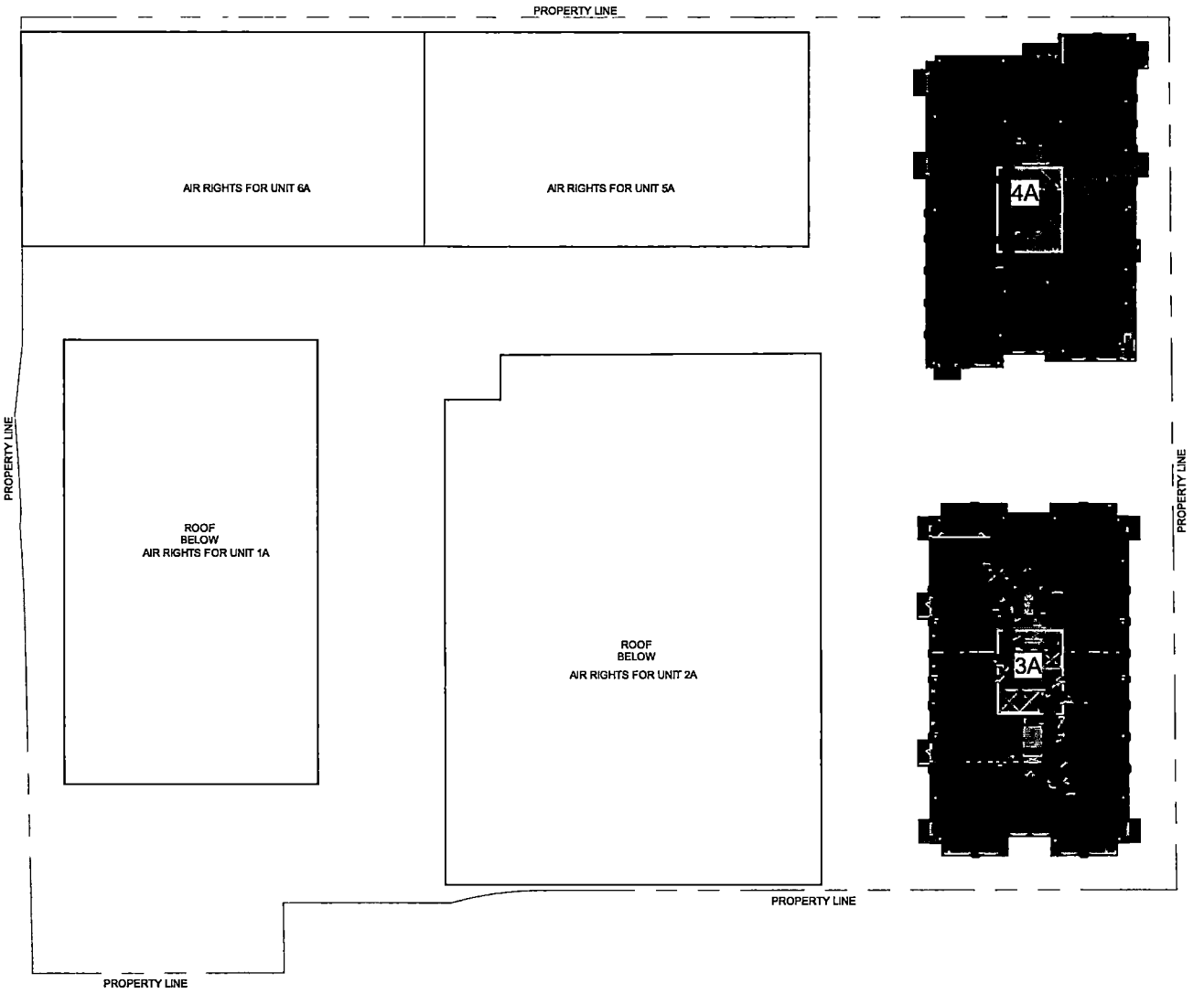
MAP - LEVEL 32

DEFINED AREA	SQUARE FOOTAGE
3A	15,511 SF
4A	14,989 SF
Grand total	30,500 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



3A/4A RESIDENTIAL - LEVEL 32

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023

45235.00

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FLOOR ELEVATIONS

3A/4A.RESIDENTIAL UNIT LEVEL 33: 847' - 8"

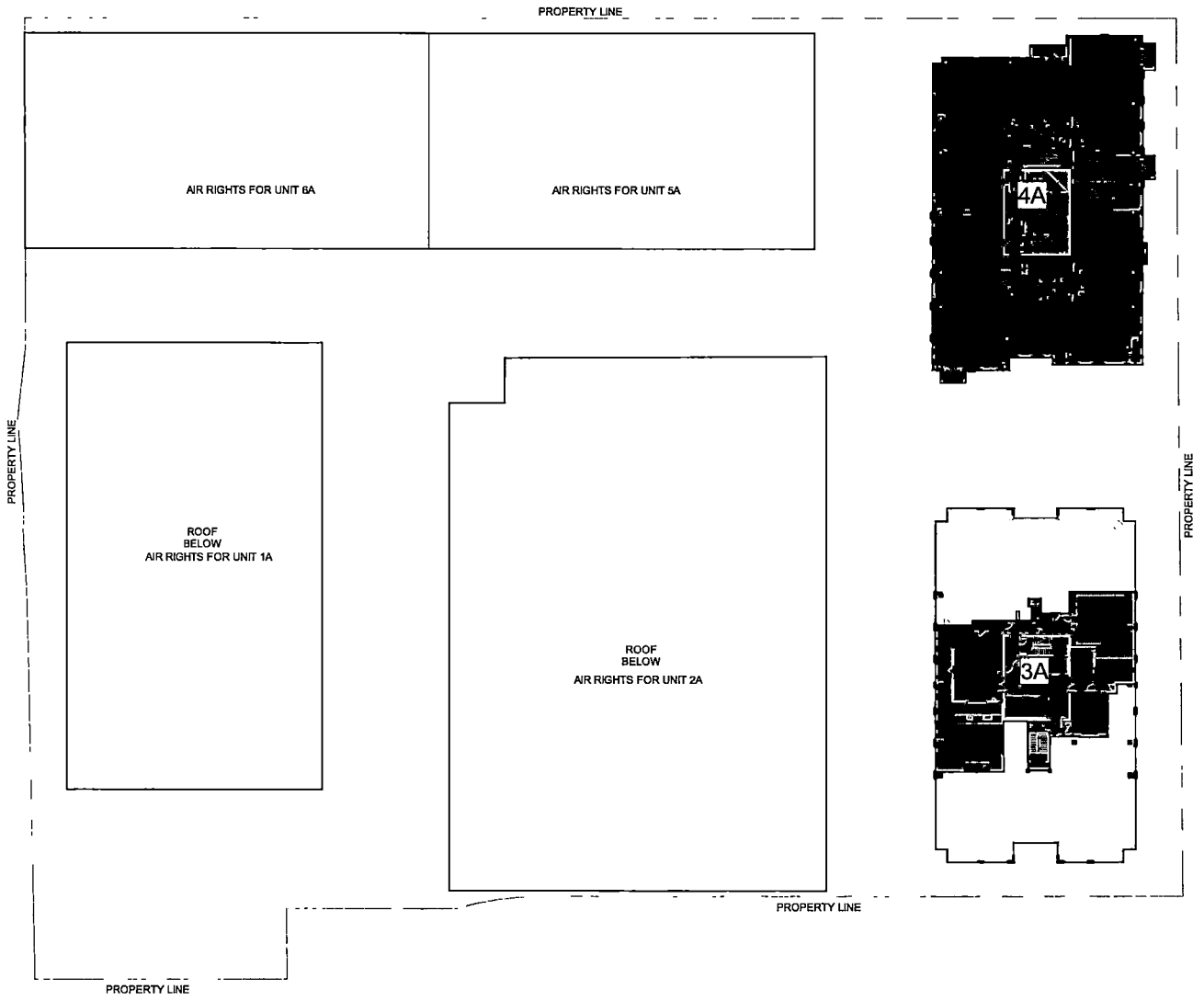
MAP - LEVEL 33

DEFINED AREA	SQUARE FOOTAGE
3A	5,911 SF
4A	14,850 SF
Grand total	20,761 SF

KEY	TOTAL
1A. 9A1 CREATIVE OFFICE UNIT	409,279 SF
1B. 9A1 - RETAIL UNIT	41,518 SF
1C. 9A1/9A2 - GARAGE UNIT	317,737 SF
1D. LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E. LOADING DOCK UNIT	55,975 SF
2A. 9A2 - VENUE UNIT	113,574 SF
2B. 9A2 - RETAIL UNIT	37,198 SF
3A. 9A3 - RESIDENTIAL TOWER	503,896 SF
3B. 9A3 - RETAIL UNIT	27,092 SF
3C. 9A3 GARAGE UNIT	133,384 SF
3D. LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A. 9B3 - RESIDENTIAL TOWER	501,955 SF
4B. 9B3 - RETAIL UNIT	9,338 SF
4C. 9B3 - GARAGE UNIT	113,506 SF
5A. 9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B. 9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C. 9B2 - GARAGE UNIT	91,687 SF
5D. LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A. 9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B. 9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C. 9B1 - GARAGE UNIT	62,862 SF
7A. PARCEL 07 GARAGE UNIT	64,044 SF
8A. COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



3A/4A RESIDENTIAL - LEVEL 33

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023

45235.00

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FLOOR ELEVATIONS

3A/4A.RESIDENTIAL UNIT LEVEL 34: 860' - 0"

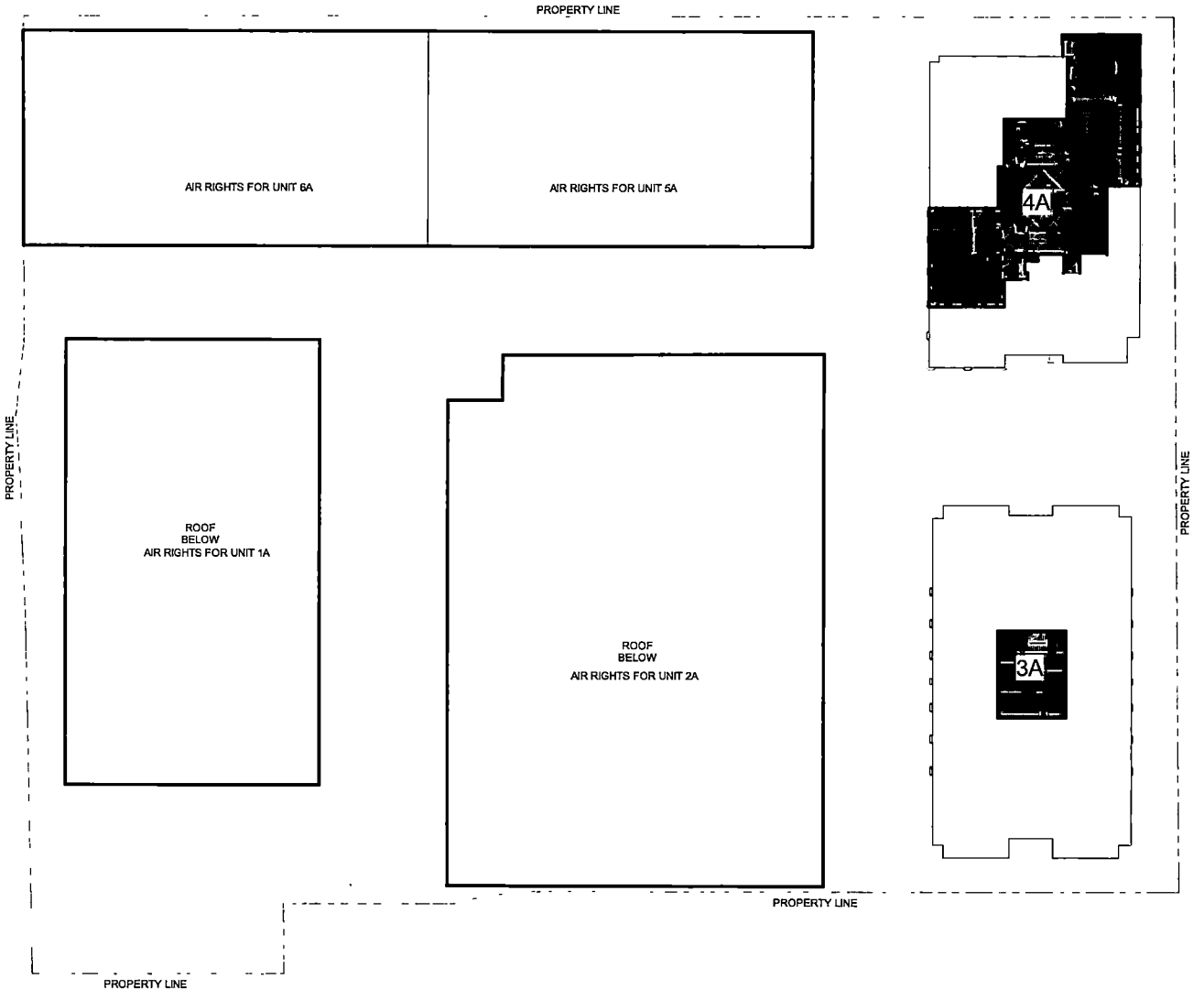
MAP - LEVEL 34

DEFINED AREA	SQUARE FOOTAGE
3A	1,319 SF
4A	6,782 SF
Grand total	8,101 SF

KEY		TOTAL
1A.	9A1 CREATIVE OFFICE UNIT	409,279 SF
1B.	9A1 - RETAIL UNIT	41,518 SF
1C.	9A1/9A2 - GARAGE UNIT	317,737 SF
1D.	LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E.	LOADING DOCK UNIT	55,975 SF
2A.	9A2 - VENUE UNIT	113,574 SF
2B.	9A2 - RETAIL UNIT	37,198 SF
3A.	9A3 - RESIDENTIAL TOWER	503,896 SF
3B.	9A3 - RETAIL UNIT	27,092 SF
3C.	9A3 GARAGE UNIT	133,384 SF
3D.	LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A.	9B3 - RESIDENTIAL TOWER	501,955 SF
4B.	9B3 - RETAIL UNIT	9,338 SF
4C.	9B3 - GARAGE UNIT	113,506 SF
5A.	9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B.	9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C.	9B2 - GARAGE UNIT	91,687 SF
5D.	LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A.	9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B.	9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C.	9B1 - GARAGE UNIT	62,862 SF
7A.	PARCEL 07 GARAGE UNIT	64,044 SF
8A.	COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



3A/4A RESIDENTIAL - LEVEL 34

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM NASHVILLE, TN 01/23/2023	45235.00	N Page 25 of 27

These drawings are recorded prior to construction. After Construction, certain amendments may be made.

FLOOR ELEVATIONS

3A.RESIDENTIAL UNIT LEVEL 35 - ROOF: 881' - 3"

4A.RESIDENTIAL UNIT LEVEL HIGH ROOF: 876' - 4"

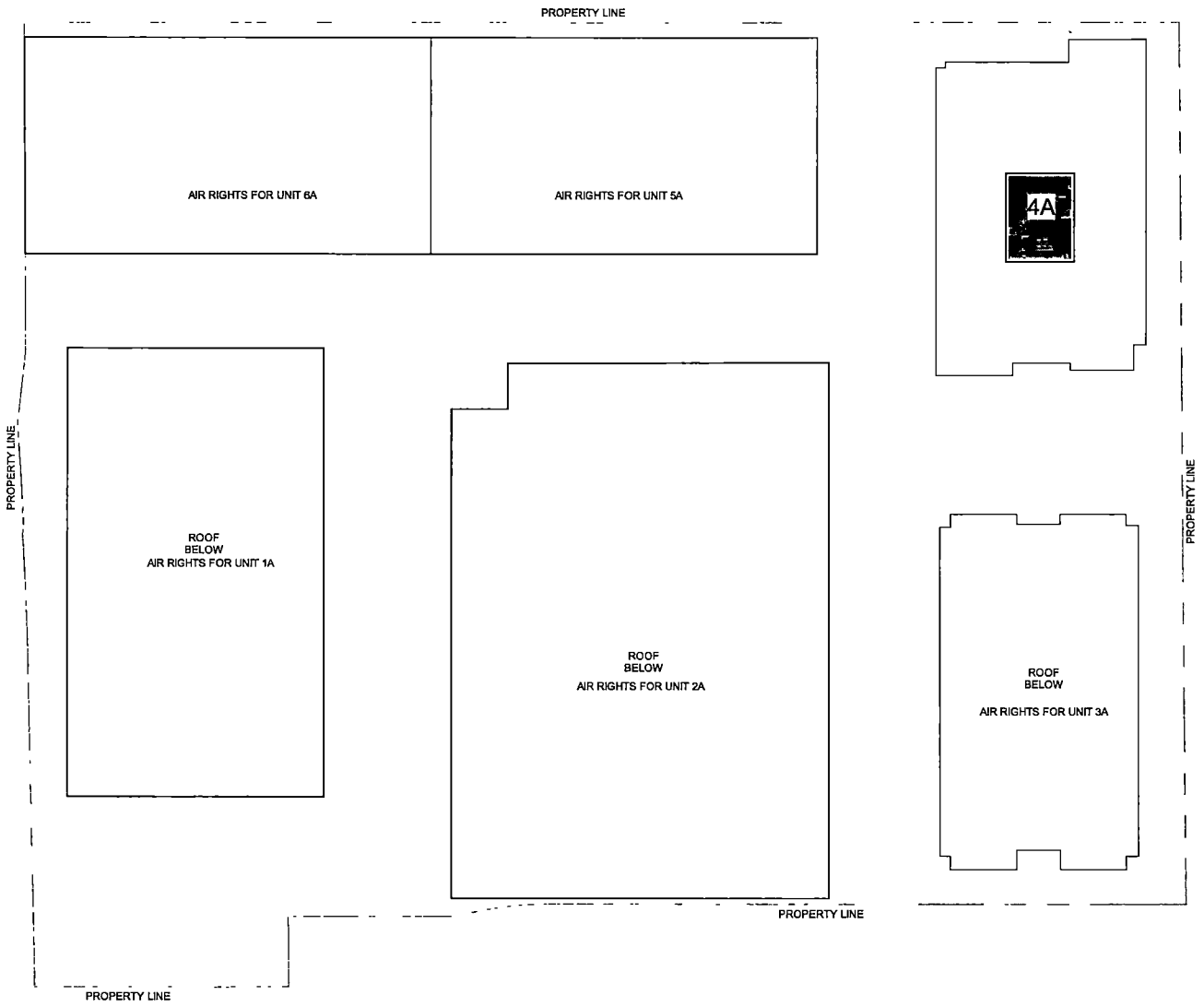
MAP - LEVEL 35

DEFINED AREA	SQUARE FOOTAGE
4A	1,322 SF
Grand total	1,322 SF

KEY		TOTAL
1A.	9A1 CREATIVE OFFICE UNIT	409,279 SF
1B.	9A1 - RETAIL UNIT	41,518 SF
1C.	9A1/9A2 - GARAGE UNIT	317,737 SF
1D.	LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E.	LOADING DOCK UNIT	55,975 SF
2A.	9A2 - VENUE UNIT	113,574 SF
2B.	9A2 - RETAIL UNIT	37,198 SF
3A.	9A3 - RESIDENTIAL TOWER	503,896 SF
3B.	9A3 - RETAIL UNIT	27,092 SF
3C.	9A3 GARAGE UNIT	133,384 SF
3D.	LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A.	9B3 - RESIDENTIAL TOWER	501,955 SF
4B.	9B3 - RETAIL UNIT	9,338 SF
4C.	9B3 - GARAGE UNIT	113,506 SF
5A.	9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B.	9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C.	9B2 - GARAGE UNIT	91,687 SF
5D.	LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A.	9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B.	9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C.	9B1 - GARAGE UNIT	62,862 SF
7A.	PARCEL 07 GARAGE UNIT	64,044 SF
8A.	COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



3A/4A RESIDENTIAL - LEVEL 35

0' 40' 80' 160' 240'

NASHVILLE YARDS - PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023

45235.00

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KEY		TOTAL
1A.	9A1 CREATIVE OFFICE UNIT	409,279 SF
1B.	9A1 - RETAIL UNIT	41,518 SF
1C.	9A1/9A2 - GARAGE UNIT	317,737 SF
1D.	LIMITED COMMON ELEMENTS 9A1/9A2	59,038 SF
1E.	LOADING DOCK UNIT	55,975 SF
2A.	9A2 - VENUE UNIT	113,574 SF
2B.	9A2 - RETAIL UNIT	37,198 SF
3A.	9A3 - RESIDENTIAL TOWER	503,896 SF
3B.	9A3 - RETAIL UNIT	27,092 SF
3C.	9A3 GARAGE UNIT	133,384 SF
3D.	LIMITED COMMON ELEMENTS - 9A3/9B3	106,831 SF
4A.	9B3 - RESIDENTIAL TOWER	501,955 SF
4B.	9B3 - RETAIL UNIT	9,338 SF
4C.	9B3 - GARAGE UNIT	113,506 SF
5A.	9B2 - TOWER UNIT	TBD - SEE DECLARATION
5B.	9B2 - RETAIL UNIT	TBD - SEE DECLARATION
5C.	9B2 - GARAGE UNIT	91,687 SF
5D.	LIMITED COMMON ELEMENTS - 9B1/9B2/PARCEL 07	31,348 SF
6A.	9B1 - TOWER UNIT	TBD - SEE DECLARATION
6B.	9B1 - RETAIL UNIT	TBD - SEE DECLARATION
6C.	9B1 - GARAGE UNIT	62,862 SF
7A.	PARCEL 07 GARAGE UNIT	64,044 SF
8A.	COMMON ELEMENTS	45,635 SF

KEY PLAN

- UNIT BOUNDARY
- LIMITED COMMON ELEMENT
- COMMON ELEMENT

LEVELS ABOVE

0' 40' 80' 160' 240'

NASHVILLE YARDS -
PARCEL 09 CONDOMINIUM
NASHVILLE, TN
01/23/2023

45235.00

N

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EXHIBIT C

FORM OF BYLAWS
OF
NASHVILLE YARDS PARCEL 9 CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
Preliminary Matters

Reference is hereby made to the Declaration Establishing Nashville Yards Parcel 9 Condominium, dated February ____, 2023, and recorded with the Register of Deeds of Davidson County, Tennessee, as Instrument No. _____ (as amended from time to time, the "**Declaration**"). Capitalized terms not defined in these Bylaws have the meaning give them in the Declaration.

ARTICLE II
Members

Section 1. Eligibility. The members (each, a "**member**" and, collectively, the "**members**") of Nashville Yards Parcel 9 Condominium Association, Inc., a Tennessee not-for-profit corporation (the "**Association**"), shall consist of all record Unit Owners (or, in lieu of Owners of Units that have been submitted to a Sub Condominium and the Owners of such Sub Condominium's Sub Units, the respective Sub Condominium owners association(s)), in accordance with the respective percentages of ownership interest in the Common Elements owned by the respective Unit. If (i) a Unit is owned by more than one party, such Unit Owners' membership shall be undivided, and such Unit Owners shall designate one representative to exercise the Unit's rights (including voting) with respect to the Association; (ii) a Unit has been submitted to a Sub Condominium, the president of the Sub Unit owners' association or other officer designated by the board of directors of such association shall exercise the Unit's rights (including voting) with respect to the Association; (iii) a member is a trust, then such member's representative (to exercise the Unit's rights, including voting, with respect to the Association) shall be the trustee of such trust (or, if more than one trustee, a single trustee); and (iv) a member or member's representative is a corporation, partnership, limited liability company, or other entity, such member shall select one representative to exercise the Unit's rights (including voting) with respect to the Association. In all cases, it shall be the responsibility of the member to notify the Association in writing of the identity of the member's representative, and the Association shall have no responsibility for determining the identity, or adjudicating the legitimacy or authority, of a member's representative, and the Association shall be entitled to rely without investigation or inquiry on the designation by a member of its representative. Unless and until the Association has received written notice identifying such member's designated representative, such member shall not be entitled to exercise the right to vote hereunder.

Section 2. Succession. The membership of each member shall terminate when he/she/it ceases to be an Owner (or the respective Sub Condominium is terminated). Upon the sale, transfer, other disposition, or termination of such Owner's interest in the Unit, his/her/its membership in the Association shall automatically be transferred to the new Owner succeeding to such interest (or back to the Owner of the Unit formerly subject to a Sub Condominium).

Section 3. Regular Meetings. The first regular annual meeting of members (the "**First Meeting**") may be held, subject to the terms hereof, on any date, at the option of the Board. All such meetings of members shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be delivered to all members and Owners at least 10 days prior to the date of such meeting.

Section 4. Special Meetings. Special meetings of the members (each, a "**Special Meeting**") may be called by the President, by a majority of the directors of the Board, or by members having at least 50% of the votes entitled to be at such meeting. Special Meetings shall be called by delivering written notice to all members and Owners not less than 10 nor more than 60 days prior to the date of the Special Meeting, stating the date, time and place of the Special Meeting and the matters to be considered.

Section 5. Delivery of Notice of Meetings. Notices of meetings may be delivered to members and Owners (i) personally; (ii) by mail to the address given to the Board by such member or Owner, as the case may be, for such purpose, or to the Owner's Unit, if no address for such purpose has been given to the Board; or (iii) by email to an email address given to the Board by such member or Owner, as the case may be, for such purpose.

Section 6. Voting. The aggregate number of votes for all members shall be equal to each Unit's respective percentage of ownership interests in the Common Elements as shown on Exhibit E to the Declaration. As set forth above, (i) if a Unit has not been submitted to an additional declaration and if the Unit Owner consists of more than one party, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one party in accordance with the member representative notification or proxy or other designation made by the parties constituting such Owner; and (ii) if a Unit has been submitted to an additional declaration, the voting rights of all of the Owners of the Sub Units comprising such Unit shall be exercised by the President of the Sub Condominium's owners' association president or such other officer designated by the board of directors of such association.

No member who is, or whose Unit is, in default in the payment of assessments hereunder shall be entitled to exercise the right to vote hereunder until such default has been cured, such default and cure provisions being set forth in the Declaration. A member or Owner may protest the amount of the assessment (in which case the member shall be entitled to vote), but such assessment still must be paid during the pendency of the protest to the Board.

Section 7. Quorum. A quorum of members for any meeting shall be constituted by members represented in person, by proxy, or by the member representatives required above and holding at least 67% of the votes entitled to be cast at such meeting.

ARTICLE III
Board of Directors

Section 1. Number, Election, and Term of Office. The Board of Directors of the Association shall consist of 8 directors (each, a "**director**" and, collectively, the "**directors**"). Directors shall be deemed to be elected at the regular annual meeting of Association members by the vote of the members, except that the initial directors shall be appointed by the Declarant.

Following initial appointment by the Declarant, Owners of the following Units (or the Sub Associations relative to any such Units that are subject to Sub Condominiums) shall be entitled to appoint the following number of directors (collectively, per group)—

(i) 9A1 Units, 9A2 Units and 9A1/9A2 Garage Unit—4 directors;

(ii) 9A3 Units and 9A3 Garage Unit—1 director:

(iii) 9B3 Units and 9B3 Garage Unit—1 director;

(iv) 9B2 Units and 9B2 Garage Unit—1 director; and

(v) 9B1 Units, 9B1 Garage Unit and Parcel 07 Garage Unit—1 director.

Because the Association owns the Loading Dock Unit, the Loading Dock Unit shall not participate in appointing directors; provided, however, that to the extent the Loading Dock Unit is required by law to be part of a group that appoints a director, the Owner of the Loading Dock Unit shall be in the first group listed above. Every director shall hold office until his or her successor shall be selected as provided in this Section 1.

Section 2. Qualification. Directors are not required to be members or Owners.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by the member authorized to select such director.

Section 4. Meetings. A regular annual meeting of the Board shall be held within 7 days following the regular annual meeting of the members. Special meetings of the Board (each, a "**Special Meeting of the Board**") shall be held upon a call by the Association president or by a majority of the Board on not less than 5 days' notice in writing to each director, delivered personally or by mail or email. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A director's attendance at a meeting shall constitute his or her waiver of notice of such meeting.

Section 5. Consent of Board Without a Meeting. Any action to be taken at any annual or Special Meeting of the Board may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing or by electronic transmission, setting forth the action to be so taken, is or are (i) signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a Board meeting with a quorum and (ii) delivered to the Association by delivery to its principal place of business or an officer or agent of the Association having custody of the book in which proceedings of meetings of the Board are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous consent shall, to the extent required by applicable law, be given to those directors who have not consented in writing, and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that one or more consents signed by a sufficient number of directors to take the action were delivered to the Association.

Section 6. Removal. Any director may be removed from office at any time by the member authorized to select such director.

Section 7. Compensation. Directors shall receive no compensation for their services as directors, unless expressly provided for in resolutions duly adopted by the Owners.

Section 8. Quorum and Voting Threshold. A majority of the directors shall constitute a quorum of the Board. Unless otherwise explicitly set forth in the Declaration or these Bylaws or required by law, all Board actions shall require approval (by voting or written resolution) of the majority of directors.

Section 9. Deadlock. In the event the Board is unable to reach agreement on any matter by a majority of directors or such other threshold required by the Condominium Documents (a "**Deadlock**"), then neither the Board nor the Association may take any further action to implement or execute any action that relates to such matter that has resulted in a Deadlock, in which event the Board shall use all reasonable efforts in good faith to resolve a Deadlock or impasse by mediation conducted under the Commercial Mediation Rules of the American Arbitration Association, or other such rules agreed to in advance by all directors in writing.

Section 10. Powers and Duties. The Board shall have the following powers and duties:

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

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

(c) to engage the services of one or more agent (each sometimes called a "**Managing Agent**") to maintain, repair, replace, administer and operate the portions of the Condominium Property as required by the Declaration, upon such terms and for such compensation and with such authority as the Board may approve, and to delegate responsibilities to any such Managing Agent;

(d) to formulate policies for the administration, management and operation of the Common Elements and Limited Common Elements under the Association's directions, pursuant to the Declaration;

(e) to adopt the Rules and Regulations and to amend such rules and regulations from time to time;

(f) to provide for (including making purchases) the maintenance, repair and replacement of the Common Elements and other portions of the Condominium Property to be maintained by the Association, and to approve payment vouchers or to delegate such approval to the officers or the manager or any Managing Agent;

(g) to provide for the designation, hiring and removal of employees and other personnel and agents, including accountants and attorneys, and to engage or contract for the services of others;

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

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

(j) to estimate the amount of the Association's annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses;

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

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

(m) to exercise all other powers and duties of the Association or Owners as a group referred to in the Act or Condominium Documents and all powers and duties of the Board referred to in the Condominium Documents.

Section 11. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association, or the officers of the Association any powers or duties which, by law or in the Declaration, have been delegated to the members. Except as expressly authorized by the Act or Condominium Documents, the directors and officers of the Association may not enter into any contractual agreement, bind the Association or any member or Owner, or sue or be sued in any capacity other than in his or her official, operating, or management capacity.

ARTICLE IV
Officers

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

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

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

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

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

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

Section 3. Term of Office. Each officer shall hold office for the term of 1 year and until his or her successor is appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining directors at a Special Meeting of the Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of at least 67% of the total membership of the Board at a Special Meeting of the Board.

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

ARTICLE V
Assessments

Section 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and Limited Common Expenses and cash requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, and power. To the extent that the assessments and other cash income collected from the Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall provide for a reserve for contingencies for the year in reasonable amounts as determined by the Board.

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each member and Owner not later than 30 days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Owner shall pay, as its respective monthly assessment for the Common Expenses, one-twelfth of its proportionate share of the Common Expenses for such year as shown by the annual budget. Except as may be provided in the Declaration and in these Bylaws, such proportionate share for each Owner shall be in accordance with its respective ownership interest in the Common Elements. The Board may determine different allocations with respect to a part of such charges whenever it appears to the Board that such an allocation would be unfair, to the extent allowed by law. The allocations shall be applied uniformly to all Owners of like situations. The allocation of the Board shall be final and binding upon all parties. The Board shall allocate Limited Common Expenses as provided in the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Owner shall continue to pay each month the amount of its respective monthly assessment as last determined. Each Owner shall pay its monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No

Owner shall be relieved of its obligation to pay its assessment by abandoning or not using its Unit, the Common Elements, or the Limited Common Elements. If a Unit has been submitted to a Sub Condominium, the assessments owed by such Unit shall be paid by the owners' association of such Sub Condominium.

Section 3. Partial Year or Month. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of recording the deed to a Unit or any additional declaration, each Owner or applicable Sub Condominium owners' association shall pay the assessment for the following month or fraction of a month, which assessment shall be in proportion to its respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget and which assessment shall be as computed by the Board.

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

Section 5. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses and Limited Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Owner or applicable Sub Condominium owners' association, and thereupon, a supplemental assessment shall be made to each Owner or applicable Sub Condominium owners' association for the proportionate share of such supplemental budget.

Section 6. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the Common Expenses and Limited Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine. The Board shall, upon receipt of 10 days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Owner or applicable Sub Condominium owners' association a statement of its account setting forth the amount of any unpaid assessments or other charges due and owing from such party.

Section 7. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against Common Elements or Limited Common Elements, rather than a lien against only a particular Unit. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorney fees, incurred by reason of such lien.

Section 8. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein and, except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments, shall be deemed to be held for the benefit, use and account of all the Owners in the ownership percentages of the Owners in the Common Elements as from time to time existing.

ARTICLE VI
Amendments

These Bylaws may be amended or modified from time to time by action or approval of Owners holding at least 75% of the total ownership of the Common Elements. Notwithstanding the foregoing, no amendment to the Bylaws shall change the right of a member to appoint directors as provided in Article III, Section 1 of the Bylaws without the consent of such member. If a Unit has been submitted to an additional declaration, then the board of directors of the Sub Condominium owners' association shall have the authority to approve amendments to these Bylaws on behalf of all owners of such Unit. All amendments shall be recorded in the Register's Office for Davidson County, Tennessee.

ARTICLE VII
Indemnification

Section 1. General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the Bylaws of the Association, the Board and Declarant (each, an "**Indemnitee**" and, collectively, the "**Indemnitees**"), against all contractual and other liabilities to others arising out of contracts made by or other acts of such Indemnitee on behalf of the members and Owners, or arising out of their status as directors, Board, officers, committee members or Declarant, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Indemnitee may be involved by virtue of such persons or parties being or having been such director, officer, Board, committee member, or Declarant; provided, however, that such indemnity shall not be operative with respect to:

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

(b) any matter settled or compromised, if in the opinion of independent counsel selected by or in any other manner reasonably determined by the Board, there are not reasonable grounds for such Indemnitees being adjudged liable for gross negligence or fraud or criminally guilty in the performance of his/her/its duties as such director, officer, Board, committee member, or Declarant.

Section 2. Success on Merits. To the extent that the Indemnitee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article VII, Section 1, or in defense of any claim, issue or matter therein, such party shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by such party in connection therewith.

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

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

ARTICLE VIII
Mortgages

Section 1. Notice to Board. An Owner who mortgages his/her/its Unit shall notify the Board of the name and address of its Mortgagee and shall file a conformed copy of the deed of trust or mortgage with the Board. The Board shall maintain such information in a book entitled "Mortgages of Units."

Section 2. Notice of Unpaid Assessments. The Board, whenever so requested in writing by a Mortgagee, shall promptly report any then unpaid assessments due from, or any other default by, the Owner of the mortgaged Unit.

Section 3. Notice of Default. The Board, when giving notice to an Owner of a default in paying assessments or other default, shall send a copy of such notice to each Mortgagee of such Unit whose name and address has theretofore been furnished to the Board.

Section 4. Cure of Default. Pursuant to Section 7.01(b) of the Declaration, an Owner's Mortgagee has a right to cure a default of such Owner.

Section 5. Examination of Books. Each member, Owner, and mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

ARTICLE IX
Conflicts

These Bylaws are set forth to comply with the requirements of the Act and to allow the Bylaws to control in specific situations where the Act allows. If any portion of these Bylaws conflict with the provisions of the Act or the Declaration, the provisions of the Act or the Declaration, as the case may be, shall control.

EXHIBIT D

FORM OF CHARTER
OF
NASHVILLE YARDS PARCEL 9 CONDOMINIUM ASSOCIATION, INC.

The undersigned (the "**Incorporator**"), acting as incorporator of a nonprofit corporation under the Tennessee Nonprofit Corporation Act, Tennessee Code Annotated, §§ 48-51-101, et seq. (the "**Act**"), adopts the following Charter for such nonprofit corporation:

FIRST: The name of the corporation shall be **NASHVILLE YARDS PARCEL 9 CONDOMINIUM ASSOCIATION, INC.** (hereinafter referred to as the "**Association**").

SECOND: This Association is a mutual benefit corporation.

THIRD: The period of its duration is perpetual.

FOURTH: This Association is not organized for profit, and the purpose for which the Association is organized is to provide an entity pursuant to the Tennessee Condominium Act of 2008, Tennessee Code Annotated §§ 66-27-201, et seq. for the operation, management, maintenance, control, and administration of **NASHVILLE YARDS PARCEL 9 CONDOMINIUM**, located in Nashville, Davidson County, Tennessee (the "**Condominium**"), as more particularly set forth in the Condominium documents.

FIFTH: The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all the common law and statutory powers of a nonprofit corporation and the powers designated under the Tennessee Condominium Act of 2008 that are not in conflict with the terms of this Charter or the Declaration of Nashville Yards Parcel 9 Condominium (the "**Declaration**"), as they may be amended from time to time, including the following (capitalized terms not defined herein shall have the meaning as set forth in the Declaration):

1. to acquire, hold, lease, manage, mortgage or convey real, personal or mixed property wherever situated;

2. to make and collect assessments against the Owners as provided in the Declaration to defray the costs, expenses and losses of the Condominium or any other business enterprise, venture or property interest of the Association, and to use the proceeds of the assessments in the exercise of the powers and duties herein provided;

3. to borrow funds to pay for such expenditures as may be authorized by the provisions of the Declaration and to assign as security for said loan rights to future income of the Association through assessments;

4. to maintain, repair, replace, clean, sanitize, and operate the property of the Condominium or the property of the Association;

5. to purchase insurance for the protection of Common Elements and Limited Common Elements and the Association and its members;

6. to make and amend Rules and Regulations;

7. to lease or grant easements or licenses for use of the Common Elements as contemplated by the Declaration;

8. to enforce by legal means the provisions of the Act and the Condominium Documents; and

9. to contract for the management of the Condominium as contemplated by the Declaration and to delegate to such contractor all powers and duties of the Association, except such as are specifically required to be performed by the Association.

B. The objects and purposes set forth in this Fourth Paragraph of this Charter shall be construed as powers as well as objects and purposes, and the Association shall have and may exercise such powers as if such powers were set forth in full herein.

C. The Association shall have and may exercise all powers as shall enable it to do everything necessary, suitable, convenient, expedient or proper for the accomplishment of any or all purposes and the attainment of any or all objects set forth in this Fourth Paragraph.

D. The Association shall have and may exercise all powers set forth in any other Paragraph of this Charter, any other Condominium Document, or the Act.

E. All funds and title of properties acquired by the Association and the proceeds therefrom shall be held in trust for the members in accordance with the provisions of the Declaration and the Bylaws.

SIXTH: The Association shall have members. The members of the Association shall consist of all record Unit Owners (or, in lieu of Owners of Units that have been submitted to a Sub Condominium and the Owners of such Sub Condominium's Sub Units, the respective Sub Condominium owner association(s)). Membership in the Association shall be evidenced by a deed or other instrument establishing a record title to a Unit and Sub Unit in the Condominium recorded in the Register's Office for Davidson County, Tennessee. The share of a member in the funds or assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Unit or Sub Unit. The exact number of votes to be cast by members of the Association and the manner of exercising voting rights shall be determined by the Declaration and the Bylaws.

SEVENTH: The affairs of the Association shall be managed by a Board of Directors consisting of 8 directors, the appointment and election of which shall occur as set forth in the Bylaws. Except for the initial directors, directors shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws. Any director may be removed, either with or without cause, at any time, by the member who appointed such director.

EIGHTH: The address of the Association's initial principal and registered office is c/o Southwest Value Partners, 161 Rosa L. Parks Blvd., Nashville, Davidson County, Tennessee 37203, and the name of its initial registered agent is Corporation Service Company, whose address is 2908 Poston Avenue, Nashville, Davidson County, Tennessee 37203.

NINTH: The Association shall indemnify each person or party who serves as a director, officer, employee, or agent of the Association, or serves at the request of the Association in a similar capacity with another association, joint venture, trust, or other enterprise, to the extent to which this Association is granted the power to so indemnify such persons and parties by any applicable law.

TENTH: No contract or other transaction between the Association and one or more of its directors or between the Association and any corporation, firm or association in which one or more of the directors of this corporation are directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his, her, or their votes are counted, if the either of the following circumstances exists: (i) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; or (ii) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ELEVENTH: Upon the dissolution of the Association, the assets of the Association shall be distributed to the members of the Association in the same manner as provided in the Declaration or as otherwise provided by law for the distribution of the property subject thereto upon termination of the Condominium, to the extent that such dissolution is not inconsistent with the provisions of the Act.

TWELFTH: The Association reserves the right to amend, alter, change or repeal any provision contained in this Charter, except for the Ninth and Thirteenth Paragraphs, in the manner now or hereafter provided by law and the Declaration, and all rights conferred upon officers and directors herein are granted subject to this reservation.

THIRTEENTH: The name and address of the Incorporator are:

_____

_____

_____.

The Incorporator shall not be deemed to be a member, director, or officer of the Association solely by virtue of incorporating the Association and shall have no liability for any acts or omissions of the Association. The Association agrees to indemnify the Incorporator from any and all claims, in the same manner and on the same terms as directors and officers, as set forth in this

Charter, provided that the claim arises from Incorporator's actual or alleged relationship with the Association.

WHEREFORE, this incorporator files this Charter with, and tenders the lawful fees and charges to, the Secretary of State of Tennessee, the Association being deemed incorporated on this _____ day of February, 2023.

_____
Incorporator's Signature

_____
Incorporator's Name

EXHIBIT E

PERCENTAGE OF EACH UNIT'S (1) UNDIVIDED OWNERSHIP INTEREST IN THE COMMON ELEMENTS AND VOTING PERCENTAGE AND (2) PERCENTAGE OF ALLOCATED COMMON EXPENSES

Unit	Approximate Planned Area (Square Feet)	Common Element Ownership and Voting Percentage	Allocation of Common Element Expenses
9A1 Creative Office Unit	409,279	13.28%	16.22%
9A1 Retail Unit	41,518	1.35%	1.65%
9A2 Venue Unit	119,769	3.88%	4.75%
9A2 Retail Unit	37,198	1.21%	1.47%
9A3 Residential Tower	521,631	16.92%	20.67%
9A3 Retail Unit	27,092	0.88%	1.07%
9B3 Residential Tower	518,001	16.80%	20.53%
9B3 Retail Unit	9,338	0.30%	0.37%
9B2 Tower Unit	TBD - see Section 2.01	8.11%	TBD - see Section 2.01
9B2 Retail Unit	TBD - see Section 2.01	0.16%	TBD - see Section 2.01
9B1 Tower Unit	TBD - see Section 2.01	9.73%	TBD - see Section 2.01
9B1 Retail Unit	TBD - see Section 2.01	0.16%	TBD - see Section 2.01
9A1 / 9A2 Garage Unit	317,737	10.31%	12.59%
9A3 Garage Unit	134,771	4.37%	5.34%
9B3 Garage Unit	112,119	3.64%	4.44%
9B2 Garage Unit	91,687	2.97%	3.63%
9B1 Garage Unit	62,862	2.04%	2.49%

Parcel 07 Garage Unit	64,044	2.08%	2.54%
Loading Dock Unit	55,975	1.82%	2.22%
TOTAL	**2,523,021**	**100.00%**	**100.00%**

The percentage interest of each Unit is based upon the approximate gross area in square feet of each of the Units, anticipated after initial construction. The percentage interest is approximately equal to the fraction with the numerator being the area of the Unit and the denominator being the area of all Units.