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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

ESTABLISHING

1712 JEFFERSON STREET CONDOMINIUM

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

ESTABLISHING

1712 JEFFERSON STREET CONDOMINIUM

THIS DECLARATION is made on May 8, 2025, by 1712 Jefferson Street, LLC, a Tennessee limited liability company (the "**Declarant**"), pursuant to the provisions of the Act (as defined herein), for the purpose of forming a condominium and establishing certain easements, covenants, conditions, and restrictions to run with the land.

Declarant is the owner of certain real property located in Metro-Nashville Davidson County, Tennessee, more particularly described on Exhibit A.

It is the intent of the Declarant, by recording this Declaration, to establish a Condominium, as defined in the Act to be known as 1712 Jefferson Street Condominium, with Units and certain improvements to be in accordance with the Plat, attached to this Declaration as Exhibit D, and to impose upon the Property mutually beneficial restrictions under a general plan for the benefit of the Units and the owners thereof. It is further Declarant's intent to construct two (2) buildings upon the Property: a mixed-use building ("**Mixed Use Building**") and a commercial building ("**Commercial Building**"; collectively, the "**Buildings**").

Declarant submits the Property and all improvements located on the Property to the provisions of the Act, to be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in any other manner used subject to the provisions of the Act and the covenants, conditions, restrictions, uses, limitations, and obligations set forth in this Declaration, 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 (including Owners or Unit Owners as hereinafter defined) having or acquiring any right, title, or interest in the Property or any part of the Property, and shall be for the benefit of each Owner of any portion of the Property or any interest in the Property, and shall inure to the benefit of and be binding upon each successor in interest to the Owners.

ARTICLE 1.
DEFINITIONS

Section 1.1. "Act" shall mean the Tennessee Condominium Act of 2008, Tennessee Code Annotated §§ 66-27-201 through -507, as amended.

Section 1.2. "Affiliate" shall mean any entity which directly or indirectly controls or is controlled by or is under common control with Declarant.

Section 1.3. "Association" shall mean 1712 Jefferson Street Condominium Owners Association, Inc., a nonprofit corporation organized pursuant to the Tennessee Nonprofit Corporation Act ("**Nonprofit Act**"), Tennessee Code Annotated §§ 48-51-101 through -701, as amended, in which all Owners shall be members and which corporation shall administer the operation, management, maintenance, and control of the Condominium Property.

Section 1.4. "Board of Directors" or "Board" shall mean the Board of Directors of the Association, appointed pursuant to the Bylaws.

Section 1.5. "Business Day" shall mean weekdays but excluding legal holidays.

Section 1.6. "Bylaws" shall mean the set of Bylaws, attached as Exhibit B, recorded simultaneously with this Declaration, providing for the self-governance of the Condominium Property by the Association, and such amendments as may be recorded.

Section 1.7. "Charter" shall mean the Charter of 1712 Jefferson Street Condominium Owners Association, Inc., attached as Exhibit C.

Section 1.8. "Common Elements" shall mean all portions of the Condominium other than the Units and Limited Common Elements, including, but not limited to the following:

A. The Land;

B. Utilities or utility lines serving all Units or the Common Elements which are not public utilities or lines;

C. Roadways and driveways identified as Common Elements on the Plat;

D. Easements, rights, or appurtenances affecting or relating to the use of all of the Units or the Common Elements; and

All other elements, other than the Units, desirable or rationally of common use or necessary to the existence, upkeep, and safety of the Condominium.

Section 1.9. "Common Expenses" shall mean the expenses arising out of the ownership of the Common Elements for which the Owners are liable to the Association and shall include, but not be limited to, expenses of administration of the Condominium Property; expenses of insurance; expenses of maintenance, operation, repair, replacement, rehabilitation, restoration, renovation and betterment of the Common Elements; expenses required for the maintenance of any common ingress and egress easements shown on the Plat; any valid charge against the Condominium Property as a whole; any real estate taxes on the Common Elements and any taxes assessed on the condominium project for which Unit Owners are not individually

responsible; allocations for reserves; and expenses declared to be Common Expenses by the provisions of the Condominium Documents, as the same may be amended, from time to time.

Section 1.10. "Condominium Documents" shall mean the Declaration and all attached Exhibits, including the Bylaws of the Association, the Charter of the Association, as the same shall be amended from time to time, as well as any Rules and Regulations of the Association whether recorded or not.

Section 1.11. "CPI Factor" shall mean 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.

Section 1.12. "Declaration" shall mean this instrument and all attached exhibits, as may be amended.

Section 1.13. "Declarant" shall mean 1712 Jefferson Street, LLC, a Tennessee limited liability company, and its successors and assigns who receive by assignment from the Declarant all or a portion of its rights hereunder as Declarant, by an instrument expressly assigning such rights as Declarant to such assignee and recorded in the Register's Office for Davidson County, Tennessee.

Section 1.14. "Land" shall mean the real property described in Exhibit A to this Declaration.

Section 1.15. "Limited Common Element" shall mean a portion of the Common Elements designated as a Limited Common Element on the Plat, any amendment to the Plat or by the terms of this Declaration for the exclusive use of one or more but fewer than all Units.

Section 1.16. "Limited Common Expense" shall mean the expense arising from the maintenance or repair of a Limited Common Element for which the Unit Owners of the Units 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.

Section 1.17. "Mortgage" shall mean a first lien Mortgage on one or more Units.

Section 1.18. "Mortgagee" shall mean a holder of a Mortgage who has given notice to the Association that it is the holder of a Mortgage affecting all or any part of the Condominium Property.

Section 1.19. "Occupant" shall mean any person, including any Owner, having a right to occupy or use all or any portion of a Unit for any period of time.

Section 1.20. "Owner" or "Unit Owner" shall mean and refer to every person or entity who is a record owner of a Unit.

Section 1.21. "Permittee" shall mean any Occupant, officer, agent, employee, licensee, customer, vendor, supplier, guest, invitee or contactor of Declarant or an Owner.

Section 1.22. "Person" shall mean one or more natural persons, corporations, partnerships, limited liability companies, firms, trusts, trustees, governments, governmental authorities, or other entities.

Section 1.23. "Plat" shall mean the Plat showing the Units, the Common Elements, and the Limited Common Elements of the Condominium Property attached hereto as Exhibit D and made a part of this Declaration for all purposes, as such Plat may from time to time be amended.

Section 1.24. "Property" or "Condominium Property" shall mean the Land, Units, and Common Elements.

Section 1.25. "Rules and Regulations" shall mean those Rules and Regulations adopted from time to time by the Board of Directors for the enjoyment of the Condominium Property, provided they are not in conflict with the Act or any other Condominium Document.

Section 1.26. "Unit" shall mean the parts of the Condominium Property as set forth on the Plat intended for the exclusive ownership and possession by an Owner, including the Residential Unit and the Commercial Unit, together with the undivided interest in the Common Elements assigned to each Unit. There shall be two (2) Units consisting of the Residential Unit and the Commercial Unit. The Units are identified on the Plat and shall consist of the volumes or cubicles of space. If any utility line, wire, pipe, or conduit lies partially within and partially outside the designated boundaries of a Unit, any portion serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Any improvements within a Unit shall be part of the Unit unless such improvement is a Common Element or Limited Common Element.

ARTICLE 2.
PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1. Description of Improvements and Identification of Units. The Condominium Property shall consist of the Units, Private Elements, Common Elements, and Limited Common Elements shown on the Plat.

Section 2.2. Easements and Restrictions. The Units, Common Elements, and Limited Common Elements are subject to the easements, covenants, conditions, and restrictions in the Condominium Documents. Units, Common Elements, and Limited Common Elements are further subject to the easements, covenants, conditions, and restrictions of record. Additional easements established hereunder include the following:

A. Utility Easements. Utility easements and easements for the construction of utility lines are reserved throughout the whole of the Property, including Units, as may be required for utility services, including, without limitation, water, sewer, gas, electricity, telephone, cable television and other technological services, in order to adequately serve the Condominium Property, provided that (i) the consent, not to be unreasonably withheld, conditioned or delayed, of the Owner of the Unit upon which such easement is located shall be required with respect to the location and placement of any such easement located on any Unit, and (ii) after any initial location of any such easement, the Owner of the Unit upon which such easement is located shall have the right to relocate, at its sole cost and expense, such easement, so long as such relocation does not affect the utility service available to the other Unit, except for any interruption occurring in accordance with the following, reasonable notice, in no event less than three (3) days, of any such relocation is given to the Owner of the other Unit and any interruption of service to the other Unit resulting therefrom is as minimal as reasonably possible and at a time that causes the least amount of interruption of activities on the other Unit. [Do we need any additional easements for ingress and egress with respect to the Common Elements for Owners?]

B. Utility Equipment. There may be utility equipment, which is appurtenant to the Units, but which is located on another Unit. An easement is hereby reserved in favor of each Unit for the purpose of placement, maintenance, repair and replacement of said utility equipment by the Owners of the Unit, provided that (i) the consent, not to be unreasonably withheld, conditioned or delayed, of the Owner of the Unit upon which such easement is located shall be required with respect to the location and placement of any such easement located on any Unit, and (ii) after any initial location of any such easement, the Owner of the Unit upon which such easement is located shall have the right to relocate, at its sole cost and expense, such easement, so long as such relocation does not affect the utility service available to the other Unit, except for any interruption occurring in accordance with the following, reasonable notice, in no event less than three (3) days, of any such relocation is given to the Owner of the other Unit and any interruption of service to the other Unit resulting therefrom is as minimal as reasonably possible and at a time that causes the least amount of interruption of activities on the other Unit.

C. Easements for Encroachments. To the extent that any Unit, Common Element, or Limited Common Element encroaches on any other Unit, Common Element, or Limited Common Element, whether by reason of any deviation from the 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 or the maintenance of the same, so long as the encroaching Unit, Common Element, or Limited Common Element stands. This easement, however, shall not relieve an Owner of liability for its or its agent's negligence, intentional acts, or willful and intentional misconduct in causing the encroachment. In the event any Unit, any adjoining Unit, or any adjoining Common Elements or Limited Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then constructed, reconstructed or repaired, encroachment of parts of the Common Elements or Limited Common Elements upon any Unit, or encroachment of any Unit upon any other Units, Common Elements, or Limited Common Elements resulting from such construction, reconstruction, or repair shall be permitted, and valid easements for such encroachment and the maintenance of such easement shall exist so long as the encroaching improvements shall stand.

D. Easement of Support. Each Unit and the Common Elements and Limited Common Elements shall have an easement of support from every other Unit, Common Element, or Limited Common Element that provide such support.

E. Easements Appurtenant to Units. The easements and other rights created herein for the Unit Owners shall be appurtenant to the Unit of that Owner and all conveyances of title of the Unit shall include a conveyance of the easements and rights herein provided even though no specific reference to such easements and rights appear in such instrument. The Owners do hereby designate the Association as their lawful attorney-in-fact to execute all instruments on their behalf for the purpose of evidencing all such easements created by the provisions of this Declaration.

F. Dedication and Transfer of Easements for Utilities. The Association shall have the exclusive right and power to convey or dedicate all or part of the utility lines or utility facilities serving the Condominium to public use and benefit or to any governmental authority or utility for such purpose and to grant easements over the Common Elements and Units for the purpose of installing, replacing, maintaining, or repairing utilities. All Unit Owners hereby grant the Association a power of attorney for the purpose of executing all instruments and taking all actions on behalf of the Unit Owners required to accomplish the conveyance or dedication of utility lines or utility facilities as provided in this paragraph.

G. Access Easements Benefiting the Association. Declarant declares, grants, creates, imposes, and establishes for the benefit of the Association and its Permittees a perpetual, non-exclusive easement for access, ingress, and egress to, from, over, under and through the entire Property for the performance of its obligations and duties hereunder.

Section 2.3. Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements with all other Owners, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of the Unit 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 by the unanimous approval of all Owners and Mortgagees affected. The percentage ownership in the Common Elements relating to each Unit is set forth on Exhibit E attached hereto and has been calculated as described on Exhibit E.

Section 2.4. Rights in or to Limited Common Elements. The Limited Common Elements appurtenant to any Unit shall be as described in this Declaration or as shown on the Plat. The description shall identify the type of Limited Common Elements appurtenant to the Unit, and the Owners of such Units, whether one or more than one Unit, shall have the exclusive right to use such Limited Common Elements unless changed 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 for all purposes incident to the use and occupancy of such Unit without encroaching upon the lawful rights of any other Owners, which rights shall be appurtenant to and run with the Units to which the Limited Common Elements are appurtenant.

Section 2.5. Designation and Repair and Maintenance of Limited Common Elements. Limited Common Elements designated by the terms of this Declaration, including utility lines serving only one Unit, are designated as Limited Common Elements of such Unit.

Section 2.6. Submission of a Unit to an Additional Declaration and Subdivision of Units Prohibited. No Unit shall be subjected to an additional declaration nor subdivided without the consent of the Association. Any Declaration subsequently recorded that purports to encumber any Unit shall be of no force or effect.

ARTICLE 3.
ORGANIZATION AND MANAGEMENT

Section 3.1. Management of the Condominium Property. Operation and

administration of the Condominium Property shall be performed by the Association. The powers and duties of the Association shall include those set forth in the Act, the Nonprofit Act, and the Condominium Documents, as may be amended.

Section 3.2. Members. The members of the Association shall consist of all record Owners of the Units. Change of membership in the Association shall be established by (i) recording in the Register's Office for Davidson County, Tennessee, the deed or other instrument establishing record title to a Unit and (ii) the delivery to the Association of a certified copy of such instrument; upon the satisfaction of these conditions, (x) the Owner designated by such instrument shall become a member of the Association and (y) membership of the prior Owner shall be terminated. All present and future Owners of the Units shall be subject to and shall comply with the provisions of the Condominium Documents, as may be amended. The votes for a Unit shall be cast in the manner provided in the Bylaws. 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.

Section 3.3. Bylaws. The Bylaws of the Association shall be in the form attached as Exhibit B to this Declaration.

ARTICLE 4.
ASSESSMENTS

Section 4.1. Liability, Lien, and Enforcement. The Association is given the authority to administer the operation and management of the Condominium Property, it being recognized that the delegation of such duties is in the best interest of the Owners. To provide the funds necessary for such proper operation, the Association is hereby granted the right to make, levy, and collect annual assessments against 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. The Association is also authorized to make, collect, and levy assessments against Unit Owners for reimbursement of expenses the Association is caused to incur by reason of any act of the Owner, its guests, invitees, or tenants for damages of any nature and for penalties for violations of the Condominium Documents.

Section 4.2. Assessments.

A. All assessments for the payment of Common Expenses shall be levied annually against the Owners of all Units, and each Owner of a Unit and the Unit shall bear the same percentage share of such assessment as the percentage share of ownership for the undivided interest in the Common Elements appurtenant to such Unit, except unless specifically otherwise provided for in this Declaration. The assessments for Common Expenses shall be payable over the course of the year in advance annual installments commencing for all Units on the date determined by Declarant and at such

times as may be determined by the Board of Directors of the Association.

B. Assessments for the payment of Limited Common Expenses shall be levied against the Owners of those Units to which the Limited Common Elements are appurtenant unless the Board of Directors determines that it would be as equitable and more efficient to include certain Limited Common Expenses in Common Expenses. The assessments for Limited Common Expenses, if any, shall be payable in such installments and at such times as may be determined by the Board of Directors of the Association.

Section 4.3. Annual Budget. Within thirty (30) days prior to the beginning of each fiscal year, the Board of Directors of the Association shall adopt an annual budget for such fiscal year, and such budget shall project the amount of funds for the upcoming year which may be required for the proper operation, management, and maintenance of the Condominium Property, as well as reasonable allowances for contingencies and reserves. 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 budget shall consider any projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. Within fifteen (15) days after adoption of such annual budget by the Board of Directors of the Association, copies of the 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.

Section 4.4. Omission of Assessment. The omission by the Association, before the expiration of any fiscal 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 for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

Section 4.5. Detailed Records. The Association shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements, Limited Common Elements, and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by any Owner or its representative at convenient hours of weekdays in

Davidson County, Tennessee.

Section 4.6. 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 4. 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 after a sale or other conveyance by it 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 therefor. Whenever any Unit may be sold or mortgaged by the Owner, which sale shall be concluded only upon compliance with the other provisions of this Declaration, the Association, upon written request of the Owner or purchaser of such Unit, shall furnish to the Owner, the purchaser or any proposed Mortgagee, 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. Any purchaser 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 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 4.7. Default in Payment of Assessments.

A. The payment of any assessment or installment due under this Declaration shall be in default if such assessment or installment is not paid to the Association on or before the due date. When in default, 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 has been paid in full. The Association shall have a lien against Units for delinquent assessments. Such lien shall 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. 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 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. All persons, firms or corporations 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. The lien herein granted to the Association shall be effective upon the recording of this Declaration in the Register's Office for Davidson County, Tennessee. To preserve the priority of the Association's lien as provided in the Act a notice of the lien should be recorded in the Register's Office for Davidson County, Tennessee. 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, all as above provided.

Section 4.8. Election of Remedies. Institution of a suit at law to collect payment of any 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 affect 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.

ARTICLE 5.
MAINTENANCE AND OPERATION OF THE CONDOMINIUM PROPERTY

Section 5.1. The Association's Obligation to 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:

1. the Common Elements;

2. portions of the Common Elements or Limited Common Elements contributing to the support of the Buildings; and,

3. the maintenance, cleaning, repair, and replacement of the exterior of the Buildings, including all components of the materials constituting the exterior surface and finishes of the Buildings, exterior doors and windows, including door frames, exterior window frames and related structures. If such exterior work is performed on the exterior of a Limited Common Element, such expense shall be a Limited Common Expense; and,

4. incidental damage caused to a Unit by any work done by the Association.

B. The Association shall inspect the Common Elements at least annually for repair and maintenance requirements and shall promptly undertake any repair and maintenance.

Section 5.2. Maintenance and Repair of Units and Limited Common Elements. Each Owner shall be responsible for any maintenance and repair of its Unit and the Limited Common Elements appurtenant to the Unit, except to the extent the Limited Common Elements appurtenant to the Unit are the Association's responsibility as set forth above.

Section 5.3. Alterations, Additions, and Improvements by the Association. The Association may make material structural alterations, capital additions, or capital improvements to the Common Elements or Limited Common Elements as authorized by the Board of Directors and ratified by the written consent or affirmative vote of the members. The cost of the foregoing shall be assessed against the Owners of Units as provided in Article 4, except as otherwise provided in this Section 5.3. In the circumstance that an alteration or addition is 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. Where such alterations or additions exclusively, or substantially exclusively, benefit Unit Owners requesting the same, said alterations and additions shall be made only when authorized by the Unit Owners exclusively, or substantially exclusively, benefiting therefrom. Alterations, improvements, or repairs 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 5.4. Utilities. Each Unit Owner shall be required to pay all charges for utilities serving its Unit, including electricity, water, sewer, gas, cable television, telephone service, and other technological services used or consumed in its Unit, as follows:

A. For any utility metered directly to a Unit, such Unit Owner shall pay such utility provider directly;

B. For any utility metered directly to a building containing multiple units and then which has been sub-metered to a Unit, the Association shall pay such utility charge and the Unit Owners shall pay, as a Common Expense, their share of the utility charge, determined by the Association based on the usage shown by the sub-meter;

C. For any utility metered directly to a building containing multiple units that has not been sub-metered or is incapable of being sub-metered, the Association shall pay such utility charge and, notwithstanding any other language to the contrary contained herein, the Unit Owners shall pay, as a Common Expense, their share of such expense, which shall be calculated by multiplying the charge by a fraction, the numerator of which shall be the applicable Unit's square footage and the denominator of which shall be the combined square footage of the building;

D. The utilities only serving the Common or Limited Common Elements shall be paid by the Association and assessed to the Unit Owners as a Common Expense.

ARTICLE 6.
RESTRICTIONS ON USE OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 6.1. Rules and Regulations of the Association. The Association is authorized to promulgate, amend, and enforce Rules and Regulations concerning the operation and use of the Condominium; provided that such Rules and Regulations are not contrary to or inconsistent with the Act or Condominium Documents. A copy of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time they become effective. All present and future Unit Owners and tenants of the Units or any portion of the Units and any person who uses any part of the Condominium Property in any manner, are subject to, and shall comply with the provisions of the Condominium Documents and the Rules and Regulations. The acquisition, rental, or occupancy of a Unit or the use of any part of the Condominium Property by any person shall constitute its agreement to be subject to and bound by the provisions of the Condominium Documents and the Rules and Regulations, and such provisions shall be deemed to be enforceable as equitable servitudes and covenants running with the land and shall bind any person 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. The Association may promulgate enforcement provisions for violation of any Rule or Regulation by a Unit Owner, their family members, guests, invitees, lessees, or renters, including the payment of penalties for such violations.

Section 6.2. Restrictions on Use. All Units shall be used only for such business purposes that are lawful and permitted by applicable zoning ordinances or Specific Plan and shall be subject to the use restrictions set forth in this Declaration.

Section 6.3. Limitation of Liability. The Association shall not be liable for any failure of water or power supply, telephone, security, fire protection or other service to be obtained by the Association or paid for out of the Common Expense funds, for problems resulting from the operation or lack of operation of sewer lines servicing the Condominium Property, or for injury or damage to a person or property caused by the natural elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements, Limited Common Elements, or from any wire, pipe, drain, conduit, appliance or equipment.

Section 6.4. Abatement of Violations. The violation of any Rule or Regulation adopted by the Board of Directors of the Association or breach of the provisions of the Condominium Documents, shall give the Declarant, the Association, or any Unit Owner the right, in addition to any other right or remedy elsewhere available, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. 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 the same upon the Unit of such defaulting Owner. Nothing herein contained shall prevent an Owner from maintaining such an action or proceeding against the Association and the expense of any action to remedy a default of the Association shall be a Common Expense if a court of competent jurisdiction finds the Association to be in default as alleged in such action or proceeding. If a Unit has been submitted to an additional Declaration, any action permitted to be taken under this Declaration by a Unit Owner shall be taken by the Sub Association.

Section 6.5. Failure of the Association to Insist on Strict Performance; No Waiver. Failure of the Association to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment 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 of this Declaration shall not be deemed to be a waiver of such breach and no waiver by the Association of any provision of this Declaration shall be deemed to have been made unless expressed in writing and approved by the action of the Board of Directors of the Association.

ARTICLE 7.

RIGHTS OF MORTGAGEES

Section 7.1. Notification of Mortgagees Required. Upon written request to the Association identifying the name and address of the Mortgagee and the Unit covered by the applicable Mortgage, any Mortgagee shall have the right to be given written notification by the Association of (a) any sixty (60) day default by the Owner of the Unit covered by the applicable Mortgage in the in the performance of such Owner's obligations, including delinquency in the payment of assessments or in the performance by such Owner of 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 or destruction to a Unit covered by the Mortgage that affects either a material portion of the Condominium Property or such Unit with respect to which such Mortgagee holds a lien or interest, which notice shall be given promptly upon obtaining knowledge of such damage or destruction; (d) any condemnation, or proposed condemnation, of all or a portion of the Condominium Property that affects either a material portion of the Condominium Property or a Unit, with respect to which such Mortgagee holds a lien or interest, which notice shall be given promptly upon obtaining knowledge of such damage or destruction; (e) a lapse or cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, which notice shall be given promptly upon obtaining knowledge of such lapse, cancellation or material modification; (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, which notice shall be given not less than ten (10) days prior to the desired effective date of such action; and (g) not less than thirty (30) days prior to instituting any foreclosure action on any Unit in which such Mortgagee's borrower holds an interest.

Section 7.2. Right of Inspection. Mortgagees shall have the right to examine the Condominium Documents, the books and records of the Association, or the Condominium Property and to receive annual reports, other financial data, and, upon request, an annual statement, within ninety (90) days following the end of any fiscal year of the Association.

Section 7.3. Priority of Mortgagees.

A. Any lien which is or may be created hereunder upon any Unit, including, but not limited to, the lien created for assessments under Section 4.7 of this Declaration 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, whether such holder forecloses or accepts a deed in lieu of foreclosure, upon such interest made in good faith and for value and recorded, provided that after the foreclosure of any such mortgage or acceptance of a deed in lieu of foreclosure, there may be a lien created pursuant to Section 4.7 of this Declaration on the interest of the purchaser as an Owner after the date of such foreclosure sale or deed in lieu, to secure all assessments

hereunder. After the date of such foreclosure sale or deed in lieu, 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 4.7 of this Declaration 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 six 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. Such priority of the Association's lien is subject to the terms and provisions of the Act.

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

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 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 said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or otherwise.

Section 7.4. 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 upon which it holds a Mortgage or identifying any 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.

Section 7.5. Cure Rights. Prior to an Owner in default under this Declaration, any Mortgagee shall have the right, but not the obligation, at any time within thirty (30) days of such Mortgagee's borrower's time for performance hereunder, and without payment of any penalty, to do any act or thing required of such Mortgagee's borrower hereunder; and to otherwise do any act or thing which may be necessary or proper to

be done in the performance and observance of the agreements, covenants and conditions of such Owner in this Declaration, including borrower's obligation to make payments pursuant to this Declaration. Nothing in this Section shall prohibit or prevent the Association or an Owner from exercising self-help rights otherwise available hereunder prior to the expiration of Mortgagee's thirty (30) day cure period. All payments so made and all things so done and performed by any Mortgagee shall be effective to prevent a default under this Declaration as the same would have been if made, done, and performed by Declarant or any Owner instead of by said Mortgagee.

Section 7.6. Upon Condemnation. If all or a portion of a Unit 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 this Article, and no provision of this Declaration 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.

ARTICLE 8.
CASUALTY LOSS AND INSURANCE

Section 8.1. Insurance to be Maintained by the Association.

A. Hazard Insurance. The Association shall obtain and maintain at all times a policy or policies of multi-peril type hazard insurance insuring the Common Elements against loss or damage by the perils of fire, lightning and those perils contained in extended coverage, vandalism and malicious mischief endorsements, and 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, insure the insurable property included in the Condominium Property against the perils of flood under the National Flood Insurance Act of 1968, as amended. The amount of insurance coverage shall be determined on a replacement cost basis in an amount not less than 100% of the then current replacement cost of the improvements which constitute the Common Elements and Limited Common Elements but excluding roadways and other items usually excluded from such insurance coverage. Such insurance coverage shall be written in the name of, and the proceeds shall be payable to, the Association. 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 insurable portion, if any, of the Common Elements. 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 8.3 of this Declaration and shall (i) contain standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of

each 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 comprehensive general public liability insurance against claims for bodily injury, death, or property damage in a combined single limit of not less than $2,000,000. The limit of such insurance shall be subject to review by the Association and shall be increased every five years from the date of the recording of this Declaration by the CPI Factor. Additionally, the Association shall obtain such property damage insurance in such amounts and in such form as shall be deemed appropriate by the Board of the Association taking into consideration the nature and insurability of any personal property owned by the Association or any improvements or betterments which are made to the Common Elements or Limited Common Elements for which the Association is responsible to maintain property insurance. 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. The Owners shall be insureds under such policy with respect to liability arising out of their interest in the Common Elements or membership in the Association.

C. Workmen's Compensation Insurance. The Association shall obtain and always maintain any workmen's compensation insurance required to meet the requirements of the laws of the State of Tennessee.

D. Directors and Officers. The Association shall obtain directors and officers liability coverage insuring the directors and officers of the Association.

E. 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.

Section 8.2. Insurance Maintained by Owners. Every Owner shall be obligated to obtain and maintain at all times the following insurance policies.

A. Property Insurance. Property insurance on the Owner's Unit in the amount of 100% of the replacement cost of the Unit. its . For purposes of this Declaration, the "replacement cost" of the Premises shall mean the full replacement cost of the Premises at the time of casualty. Upon request by the Board, the Owner shall furnish a certificate of insurance to the Master Association.

B. Commercial General Liability. Commercial general liability insurance, insuring against liability for injury to or death of persons resulting from any

occurrence in or about the Premises and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than $3,000,000 for each occurrence and, in case of property damage, not less than $1,000,000 for any one occurrence.

C. ISO Special Form Property Insurance. Property insurance covering **Tenant's trade fixtures, furniture, inventory and equipment used in the** Premises, providing protection to the extent of the full replacement cost of such property.

D. **Worker's Compensation. Worker's compensation** insurance sufficient to satisfy Tennessee law **(provided, however, if no worker's compensation insurance is statutorily required, Tenant shall carry worker's compensation** insurance in an amount of at least $500,000 per occurrence).

E. Business Interruption. Business interruption insurance with a commercially reasonable deductible that is sufficient to pay continuing expenses (including rent) for a period of at least twelve (12) months. Business interruption insurance will include an Extended Period of Indemnity equal to 180 days.

F. Automobile Insurance. Commercial automobile liability insurance insuring bodily injury and property damage arising from all owned, non-owned and hired vehicles, if any, with minimum limits of liability of $1,000,000 combined single limit, per accident.

G. Failure to Obtain. In the event that any such Owner fails to obtain insurance as required by this Section and provide evidence of same within three(3) business days of the receipt of request for same, the Association may purchase such insurance on behalf of the Owner and specially assess the cost thereof to the Owner, to be collected in the manner provided for collection of assessments under Paragraph 10 hereof.

Section 8.3. Governing Provisions. All insurance obtained and maintained by the Association as provided in Section 8.2 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 V or better and a general policyholder 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 obtained by the Association shall be vested in the Association or its authorized representatives.

C. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with the insurance purchased by the individual Owners or their Mortgagees.

D. The Association shall be required to make every effort to secure insurance policies that will provide for the following:

1. A waiver of subrogation by the insurer as to any claims against the Association, the Board of Directors, the Declarant or the Owners;

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

3. The insurance coverage will be primary, even if a Unit Owner has other insurance that covers the same loss; and

4. No act or omission by any Unit Owner, unless acting within the scope of its authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

Section 8.4. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and the cost shall be a Common Expense; except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy, or abandonment of a Unit or its appurtenances or of the Common Elements or Limited Common Elements by an Owner shall be assessed against that Owner. **Each Owner's portion of the insurance premiums shall** be calculated according to **the Owner's ownership percentage set forth on** Exhibit E.

Section 8.5. 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, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association 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 such proportion that the share of such excess insurance proceeds paid to the Owner of each Unit and its Mortgagee shall bear the same ratio to the total excess insurance proceeds as 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 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 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 a sum, which together with the insurance proceeds received or to be received, if any, will completely pay 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.

Section 8.6. Loss to Units. In the event of loss or damage to Units by fire or other casualty, the Owner of the Unit shall proceed with due diligence to repair or restore the improvements within the Unit to the same or better condition as before the casualty.

ARTICLE 9.
CONDEMNATION

Section 9.1. Condemnation. In the event of the taking of all or a portion of a Unit, the condemnation proceeds shall be paid to the Unit Owner. In the event of the taking of all or a portion of the Common Elements, the condemnation proceeds shall be paid to the Unit Owners **pro rata according to each Unit Owner's percentage ownership** of the Common Elements.

Section 9.2. Partial Condemnation.

A. In the event that the Condominium Property is not to be terminated and one or more Units are taken in whole or in part, then the share of the Common Elements appurtenant to such Unit shall be equitably reduced by reducing such share by the percentage reduction in land area taken in such condemnation proceeding 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. 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 must be approved only by a majority of the Board of Directors of the Association.

ARTICLE 10.
TERMINATION

The Condominium may be terminated pursuant to the provisions of the Act, as amended from time to time.

ARTICLE 11.
AMENDMENT

Section 11.1. Amendment by Unit Owners.

A. This Declaration may be amended by (i) written consent or (ii) vote 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 7.1 above. The proposal to amend the Declaration must be approved by the written consent or affirmative vote of members representing a majority of the total allocated votes of the Association.

B. Notwithstanding the foregoing, no amendment to the Declaration under this Article XI shall:

1. change a Unit, including the ownership in Common Elements, responsibility for Common Expenses and voting rights or prohibit the leasing of any Unit 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 Units so affected;

2. 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;

3. change the right of a Unit Owner to appoint directors as provided in the Bylaws without the consent of such Unit Owner; or

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

Section 11.2. Effectiveness of Amendments. A copy of each amendment so adopted shall be certified by the President or any other officer of the Association designated for that purpose as having been duly adopted and shall be effective when recorded in the Register's Office for Davidson County, Tennessee.

ARTICLE 12.
CONTROL OF THE ASSOCIATION

Section 12.1. Board of Directors. The Board of Directors will consist of three (3) directors, who shall be selected in the manner set forth in the Bylaws.

Section 12.2. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for any breach of the director's duty of loyalty to the Association or its members, for acts or omissions not in good faith, or which involve intentional misconduct or a knowing violation of law, or for any other matter for which a director may not be indemnified by law, including, without limitation, pursuant to Tennessee Code Annotated section 48-58-502 (any of the foregoing, an

"**Excluded Matter**"). The Association indemnifies and agrees the members of the Board of Directors against liability arising from their acts as, or by reason of the fact that such person was, a member of the Board of Directors except in the case of an Excluded Matter. The members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association within the scope of their authority.

Section 12.3. Professional Management Contracts. Any contracts for professional management of the Condominium Property entered into by the Association shall provide the following:

A. The Association shall have the right of termination which is exercisable without penalty any time upon not more than ninety (90) days' written notice to the other party thereto; and

B. The Association shall have a right of termination for cause which is exercisable without penalty at any time upon not more than thirty (30) days' written notice to the other party thereto.

ARTICLE 13.
MISCELLANEOUS

Section 13.1. 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 13.2. Headings. The captions in this Declaration shall not define, limit, or expand the terms and conditions of this Declaration.

Section 13.3. 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 13.4. Invalidity and Severability. The provisions of this Declaration are severable; if any provision is invalid or void, the remaining provisions shall be unaffected.

Section 13.5. Limitation on Liability. All covenants, stipulations, promises, agreements, and obligations of a Unit Owner are solely the covenants, stipulations, promises, agreements, and obligations of such Unit Owner and not of any shareholder, affiliate, member, partner, trustee, director, officer, manager, employee, or agent of such Unit Owner. No direct or indirect shareholders, affiliates, members, partners, trustees, directors, officers, managers, employees, or agents of any Unit Owner shall have any liability, personal or otherwise, and no property or assets of

any of the direct or indirect shareholders, affiliate, members, trustees, partners, directors, officers, managers, employees, or agents of any Unit Owner shall be subject to levy, execution, or other enforcement procedures for the satisfaction of the Board of Directors', any other Unit Owner's or any other Person's remedies hereunder or under the Bylaws or at law or in equity with respect to this Declaration or the Bylaws or the Property.

Section 13.6. 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 of this Declaration shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

[SIGNATURE PAGE(S) FOLLOWS]

The Declarant has executed this Declaration on the day and year first above written.

DECLARANT:

1712 JEFFERSON STREET, LLC,
a Tennessee limited liability company

Derrick Morgan, Manager

STATE OF TENNESSEE

COUNTY OF Williamson

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Derrick Morgan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), acknowledged to be the manager of 1712 Jefferson Street, LLC, the within named bargainor, a limited liability company, and that as such manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as manager.

Witness my hand and seal this the 5 day of May (*month*), 2025.

NOTARY PUBLIC

My Commission Expires: May 23, 2026

(*seal*)

NIZHYAR DOSKY
TENNESSEE
NOTARY
PUBLIC
My Comm Exp.
May 23, 2026
COUNTY OF WILLIAMSON

[Signature Page]

EXHIBITS

Exhibit A	Legal Description of Property
Exhibit B	Bylaws of the Association
Exhibit C	Charter of the Association
Exhibit D	Plat of 1712 Jefferson Street Condominium
Exhibit E	**Percentage of Each Unit's Undivided Ownership Interest** in the Common Elements and Voting Percentage

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Being a tract of land lying in Nashville, Davidson County, Tennessee, beginning at the northeast corner of the property at Parcel ID No. 08115058800, thence continuing for the following calls:

South 16 deg 38 min 32 sec east, 30.00 feet to a point, thence, north 66 deg 44 mm 27 sec east, 40.27 feet to a point, thence, south 16 deg 38 mm 45 sec east, 76.69 feet to a point, thence, south 73 deg 25 mm 29 sec west, 40.00 feet to a point, thence, south 73 deg 25 mm 29 sec west, 25.00 feet to a point, thence, south 73 deg 25 mm 29 sec west, 185.00 feet to a point, thence, south 73 deg 25 mm 29 sec west, 55 00 feet to a point, thence, north 16 deg 38 mm 32 sec west, 98.00 feet to a point, thence, north 73 deg 25 mm 29 sec east, 55.00 feet to a point, thence, north 73 deg 25 mm 29 sec east, 110.01 feet to a point, thence, north 71 deg 07 mm 55 sec east, 75 06 feet to a point, thence, north 71 deg 07 mm 55 sec east, 25 02 feet to the point of beginning, containing 29,145 square feet or 0.67 acres more or less,

Being the same property conveyed to 1712 Jefferson St., LLC, of record in Instrument Number 20250205-0008650, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

BYLAWS

OF

1712 JEFFERSON STREET CONDOMINIUM OWNERS ASSOCIATION, INC.

BYLAWS

OF

1712 JEFFERSON STREET CONDOMINIUM OWNERS ASSOCIATION, INC.

The name of the corporation is 1712 Jefferson Street Condominium Owners Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at Nashville, Davidson County, Tennessee, but meetings of Members and directors may be held at such places within the State of Tennessee, County of Davidson, as may be designated by the Board of Directors.

ARTICLE 1. DEFINITIONS

Section 1.1. "Act" shall mean and refer to the Tennessee Condominium Act of 2008, Tennessee Code Annotated Sections 66-27-201 through -507.

Section 1.2. "Association" shall mean and refer to 1712 Jefferson Street Condominium Owners Association, Inc., its successors and assigns.

Section 1.3. "Common Elements" shall mean all real property owned by the Association for the common use and enjoyment of the Unit Owners.

Section 1.4. "Declarant" shall mean and refer to 1712 Jefferson Street, LLC, a Tennessee limited liability company.

Section 1.5. "Declaration" shall mean and refer to the Declaration applicable to the Property recorded in the Office of the Register of Deeds of Davidson County, Tennessee and any supplement or Amendment thereto which is the Declaration subsequently recorded.

Section 1.6. "Member" shall mean and refer to those persons or entities entitled to membership in the Association with voting rights as provided in the Declaration in Article III of these Bylaws.

Section 1.7. "Property" shall mean and refer to that certain real property described in the Declaration, and any supplements to the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.8. "Unit Owner" shall mean and refer to the record Owner, whether one or more persons or entities of any Unit which is a part of the Property, including contract sellers, but excluding those having such interest as security for the performance of an obligation.

Section 1.9. "Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a business.

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ARTICLE 2. MEMBERSHIP

The Association shall have one class of members. The total number of votes of all members shall be 100. Each member of the Association shall be entitled to the number of votes equal to his percentage ownership interest in the Common Elements.

ARTICLE 3. VOTING

Section 3.1. Votes and Voting Rights. Each Member shall be entitled to the number of votes set forth in the Declaration. If a Unit is owned by more than one person or entity, the voting rights may be divided among the co-owners or may be exercised as if the Unit Owners consisted of only one person in accordance with the proxy or other designation made by the persons or entities constituting such Unit Owner.

Section 3.2. Transfer of Membership. Membership in this Association can only be transferred as set forth in the Declaration; membership in this Association is not assignable.

ARTICLE 4. MEETINGS OF MEMBERS

Section 4.1. Annual Meeting. An annual meeting of the Members shall be held on such date as selected by the Board of Directors which is within thirty (30) days before or after the first anniversary of the recording of the Declaration. If such a day be a legal holiday, the meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors of the Association shall cause the election to be held at a special meeting of the Members called as soon thereafter as conveniently may be.

Section 4.2. Special Meeting. Special meetings of the Members may be called by the Board of Directors, the President, or by any Member. The notice for any special meeting shall specify the matters to be considered at such special meeting.

Section 4.3. Place and Time of Meeting. All meetings of the Members shall take place at such reasonable place and time designated by the Board of Directors, the President, or the Member calling the meeting.

Section 4.4. Notice of Meetings. Written or printed notice stating the purpose, place, date, and time of any meeting of Members shall be delivered personally, by mail, or email to each Member entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these bylaws, the purpose for which the meeting is called shall be stated in the notice. The notice of a meeting shall be deemed delivered when personally delivered, or if mailed, when deposited in the United States mail addressed to the member at his address as it appears on the

records of the Association.

Section 4.5. Quorum. A quorum shall consist of all Members. If a quorum is not present at any meeting of Members, the Members present may adjourn the meeting from time to time without further notice.

Section 4.6. Manner of Acting. Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the Members at which a quorum is present shall be upon the affirmative vote of a majority of the votes which may be cast at such meeting computed in the manner set forth in Article III above and in the Declaration.

ARTICLE 5. BOARD OF DIRECTORS

Section 5.1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 5.2. Number. The Board of Directors will consist of three (3) directors, who will initially be appointed by the Declarant.

Section 5.3. Tenure. At the first Annual Meeting, the Members shall be entitled to vote for all the directors. Thereafter, each director shall serve for a term of one (1) year, unless removed or replaced as hereinafter set forth. A director may succeed himself or herself in office.

Section 5.4. Qualifications. Only a Member of the Association may be a director of the Association; however, if a legal entity other than a natural person, then any shareholder, officer, or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or member or manager of such other legal entity, is eligible to serve as a director.

Section 5.5. Election. At each annual meeting of the Members, the Members shall be entitled to vote for directors, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

Section 5.6. Powers of the Board of Directors. The Board of Directors shall have power to:

(A) adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the conduct of the Members and their guests thereon, and to establish penalties for infractions thereof;

(B) suspend the voting rights and right to the use of any Association facilities of a Member during any period in which such member shall be in default under the provisions of the Declaration or these Bylaws in the payment of any assessment, dues or charge levied by the Association. Such rights may

also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(C) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(D) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(E) employ attorneys to represent the Association when deemed necessary; and

(F) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Charter of Incorporation of the Association, or the Declaration.

Section 5.7. Duties of the Board of Directors. It shall be the duty of the Board of Directors to:

(A) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(B) supervise all officers, agents, and employees of this Association, and see that their duties are properly performed;

(C) carry out all the rights, powers, options, duties and responsibilities of the Board and in the Act and the Declaration;

(D) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(E) procure and maintain adequate liability insurance covering the Association, its directors, officers, agents, and employees and to procure and maintain adequate hazard insurance on the real and personal property owned by the Association;

(F) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate and

(G) cause the Common Elements to be maintained.

Section 5.8. Regular Meeting. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of Members. The Board of Directors shall provide, by resolution or regulations which the Board of Directors may from time to time adopt, the time and place for the holding or additional regular meetings of the Board of Directors.

Section 5.9. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the board may fix the time and place for holding any special meetings of the board called by them.

Section 5.10. Compensation. No director shall receive compensation for any service rendered to the Association; however, a director may be reimbursed for actual expenses incurred in the performance of duties.

Section 5.11. Notice. Written notice of any special meeting of the Board of Directors shall be delivered personally, mailed, or emailed to all members and all directors not calling the meeting at least forty-eight (48) hours prior to the date of such special meeting. All such notices shall be deemed to be delivered when personally delivered, or, if mailed, when deposited in the United States mail in a sealed envelope addressed to each member, with postage thereon prepaid. The business to be transacted at, or the purpose of any special meeting of the Board of Directors, shall be specified in the notice. No notice of a regular meeting of the Board of Directors needs to be served on Directors.

Section 5.12. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided, that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 5.13. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law, the Declaration or by these Bylaws.

Section 5.14. Vacancies. A vacancy in the Board of Directors because of death, resignation, removal, disqualification, or otherwise, may be filled written consent of the Members or by a majority vote of the Members at a Special Meeting. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 5.15. Removal. From and after the date of the first annual meeting of the Members, any member of the Board of Directors may be removed from office, with or without cause, by the affirmative vote of all the Members at a special meeting called

for such purpose.

Section 5.16. Written Consent. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the unanimous written consent of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE 6. OFFICERS

Section 6.1. Officers. The officers of the Association shall be a president, one or more vice presidents (the number thereof to be determined by the Board of Directors), who shall at all times be members of the Board of Directors, a treasurer and a secretary, and such other officers as the Board may from time to time by resolution create.

Section 6.2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as practicable. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

Section 6.3. Removal. Any officer elected by the Board of Directors may be removed by a majority vote of the Board of Directors.

Section 6.4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by agreement of a majority of the Members by vote or written consent.

Section 6.5. President. The president shall be the principal executive officer of the Association and shall in general supervise and control all the business and affairs of the Association. The President shall preside at all meetings of the Members and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, contracts, or other instruments which the Board of Directors have authorized to be executed, and, in general, shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6.6. Vice President. In the absence of the President or in the event of the President's inability or refusal to act, the vice president, or in the event there be more than one vice president, the vice presidents, in the order of their election, shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president shall perform such other duties as may from time to time be assigned by him by the president or by the Board of Directors.

Section 6.7. Treasurer. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be elected in accordance with the provisions of these Bylaws; and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Section 6.8. Secretary. The secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; receive the corporate records, and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

ARTICLE 7. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 7.1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

Section 7.2. Checks, Drafts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer and counter-signed by the president of the Association.

Section 7.3. Deposits. All funds of the Association shall be deposited in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE 8. BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors and shall keep at the principal office of the Association a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member, or his agent or attorney for any property purpose at any reasonable time.

ARTICLE 9. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day of December each year.

ARTICLE 10. SEAL

The Association shall not have a seal.

ARTICLE 11. WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of the Tennessee Nonprofit Corporation Act or under the provisions of the Charter or Bylaws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time started therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 12. AMENDMENTS TO BYLAWS

Until the date of the first annual meeting of the Members, these Bylaws may be altered, amended, or repealed, and new bylaws may be adopted by the affirmative vote of a majority of the directors in office. From and after the date of the first annual meeting of the Members, these bylaws may be altered, amended, or repealed and new bylaws may be adopted by written consent of all Members.

ARTICLE 13. LIABILITY AND INDEMNITY

A director of the Association shall not be personally liable to the Association for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Association, and (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law. If the Tennessee Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Tennessee Nonprofit Corporation Act, as so amended. Any repeal or modification of the foregoing shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

The Association shall indemnify, and upon request shall advance expenses to, in the manner and to the full extent permitted by law, any officer or director (or the estate of any such person) who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director or officer of the Association, or is or was serving at the request of the Association as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an

"indemnitee"). The Association may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him or her. To the full extent permitted by law, the indemnification and advances provided for herein shall include expenses (including attorney's fees), judgments, fines and amounts paid in settlement. The indemnification provided herein shall not be deemed to limit the right of the Association to indemnify any other person for any such expenses (including attorneys' fees), judgments, fines and amounts paid in settlement to the full extent permitted by law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the Association may be entitled under any agreement, vote of disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association shall not indemnify any such Indemnitee (1) in any proceeding by or in the right of the Association against such Indemnitee; (2) in the event the Board of Directors determines that indemnification is not available under the circumstances because the officer or director has not met the standard of conduct set forth in Section 48-58-502 of the Tennessee Nonprofit Corporation Act; or (3) if a judgment or other final adjudication adverse to the Indemnitee establishes his liability (i) for any breach of the duty of loyalty to the Association, (ii) for acts or omissions not in good faith or for which intentional misconduct or a knowing violation of law, or (iii) for violations of Section 48-58-304 of the Act.

ARTICLE 14. CONSTRUCTION

Section 14.1. No modification. Nothing in these Bylaws shall be construed as altering, amending, or modifying the Declaration. The Declaration and Bylaws shall be construed to further the harmonious, beneficial, cooperative, and proper use and conduct of the Property. If there is any inconsistency or conflict between the Bylaws and the Declaration, the provisions of the Declaration shall control.

Section 14.2. Definitions. All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

[SIGNATURE PAGE FOLLOWS]

These Bylaws have been duly adopted as of May 8, 2025.

Derrick Morgan, President

EXHIBIT C

CHARTER

OF

1712 JEFFERSON STREET CONDOMINIUM OWNERS ASSOCIATION, INC.

202505130037622

Karen Johnson Davidson County
Batch# 1270755 CHARTER
05/08/2025 11:04:30 AM 5 pgs
Fees: $7.00 Taxes: $0.00
20250508-0036076

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/

Tre Hargett
Secretary of State

ANN MARIE CHARNES
633 CHESTNUT STREET #1900
CHATTANOOGA, TN 37450, USA

05/08/2025

Filing Acknowledgment

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

Entity Name:	1712 JEFFERSON STREET CONDOMINIUM OWNERS ASSOCIATION, INC.		
SOS Control #:	002020058	Initial Filing Date:	05/08/2025
Entity Type:	Nonprofit Corporation	Formation Locale:	TENNESSEE
Status:	Active	Duration Term:	Perpetual
Fiscal Year Close:	December	Annual Report Due:	04/01/2026
Business County:	Davidson		
Benefit Type:	Mutual Benefit Corporation	Religious Type:	Non-Religious

Document Receipt

Receipt #: 2025-339519	Filing Fee:	$100.00
Payment: Credit Card - 3898047841		$100.00

Registered Agent Address:
1712 JEFFERSON STREET CONDOMINIUM OWNERS ASSOCIATION, INC.
7115 Southpoint Pkwy Ste 5 PMB 108
Brentwood, TN 37027

Principal Office Address:
7115 Southpoint Pkwy Ste 5 PMB 108
Brentwood, TN 37027
Davidson County, USA

Congratulations on the successful filing of your Charter Nonprofit Corporation for **1712 JEFFERSON STREET CONDOMINIUM OWNERS ASSOCIATION, INC.** in the State of Tennessee which is effective **05/08/2025**. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (www.tn.gov/revenue) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

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

Tre Hargett
Secretary of State

Tracking Number
B2025259479

Charter Nonprofit Corporation

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/businesses

Control #: 002020058
Filed: 05/08/2025 08:55 AM
Tre Hargett
Secretary of State

Tre Hargett
Secretary of State

Entity Information

Entity Name: 1712 JEFFERSON STREET CONDOMINIUM OWNERS ASSOCIATION, INC.

Entity Type: Nonprofit Corporation

Fiscal Year Ending Month: December

Additional Designation: *(No additional designation)*

Principal Office Address
7115 Southpoint Pkwy Ste 5 PMB 108
Brentwood, TN 37027
Davidson County, USA

Mailing Address
7115 Southpoint Pkwy Ste 5 PMB 108
Brentwood, TN 37027
Davidson County, USA

Will this filing have a delayed effective date?
☐ Yes ☑ No

Period of Duration:
Perpetual

This corporation is a:
☐ Public Benefit Corporation ☑ Mutual Benefit Corporation
☐ Religous Corporation ☑ Not Religous Corporation

This corporation will:
☑ Have Members ☐ Not Have Members

Provisions regarding the distribution of assets upon dissolution:

Upon the dissolution of the corporation, all assets of the corporation shall be distributed equally to the members to the extent that such dissolution is not inconsistent with the provisions of the Tennessee Non-profit Corporation Act.

202505130037622
202505080036076

Other Provisions:

The purposes for which the corporation is organized are: A. To operate, manage, maintain, and administer the affairs of 1712 Jefferson Street Condominium (the "Development"), to be established pursuant to a Declaration to be filed for record in the Register's Office for Davidson County, Tennessee (the "Declaration"). B. To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Development in accordance with the Declaration. The corporation is to have members, and each Unit Owner in the Development, as that term is defined in the Declaration, shall be a member of the corporation and no other person or entity shall be entitled to membership. No Unit Owner shall be required to pay any consideration whatsoever solely for his membership in the corporation. A. The share of a Unit Owner in the funds and assets of the corporation cannot be assigned, pledged, or transferred in any manner except as an appurtenance to his Unit. B. Each Unit Owner shall be entitled to a vote as set forth in the Declaration. C. No Unit Owner shall be entitled to vote at any meeting of the corporation until the Unit Owner has presented evidence of ownership of a Unit in the Development to the corporation. The vote of each Unit Owner may only be cast by such Unit Owner or by a proxy given by such Unit Owner to his duly authorized representative. If title to a Unit shall be in the name of two or more persons as Unit Owners, any one of such Unit Owners may vote as the Unit Owner of the Unit at any meeting of the corporation and such vote shall be binding on such other Unit Owners who are not present at such meeting until written notice to the contrary has been received by the corporation, in which case the unanimous action of all such Unit Owners (in person or by proxy) shall be required to cast their vote as Unit Owners. If two or more of such Unit Owners are present at any meeting of the corporation, then unanimous action shall also be required to cast their vote as Unit Owners. D. A Unit Owner in default with respect to any provision of the Declaration shall not be entitled to vote at any meeting of the corporation so long as such default is in existence. E. Defined terms used in the Declaration shall have the same meanings ascribed to them therein. Directors: A. The number of Directors of the corporation shall be fixed by the Bylaws of the corporation but shall not be less than three (3). B. Directors may take any action which they are required or permitted to take without a meeting on written consent, setting forth the action so taken, signed by all the Directors entitled to vote thereon. C. The initial Board of Directors shall be composed of the following individuals: Derrick Morgan, President Kendrick Whittington, Vice President Brendan Doherty, Secretary & Treasurer No provision of this Charter shall be amended or modified unless sixty-seven percent (67%) of the Unit Owners consent to such change.

Do you have additional uploads you would like to attach to this filing?
☐ Yes ☑ No

Incorporators

DERRICK MORGAN
7115 Southpoint Pkwy Ste 5 PMB 108
Brentwood, TN 37027, USA

Registered Agent Information

1712 JEFFERSON STREET CONDOMINIUM OWNERS
ASSOCIATION, INC.
7115 Southpoint Pkwy Ste 5 PMB 108
Brentwood, TN 37027, USA

Incorporator's Signature

☑ By entering my name in the space provided below, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day.

☑ The undersigned, acting as incorporator of the nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the above Articles of Incorporation.

Signed Electronically: DERRICK MORGAN **Date:** 05/08/2025

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/

Tre Hargett
Secretary of State

Date: 05/08/2025 **Invoice:** 2025-339519

Customer Information

ANN MARIE CHARNES
1712 JEFFERSON STREET CONDOMINIUM OWNERS ASSOCIATION, INC.
633 CHESTNUT STREET #1900
CHATTANOOGA, TN 37450, USA

Tracking #	Description	Amount Paid
B2025259479	Charter Nonprofit Corporation for 1712 JEFFERSON STREET CONDOMINIUM OWNERS ASSOCIATION, INC. (Corporation Filings)	$ 100.00

Payment Details

Fee Total:	$ 100.00
Payment Total:	$ 0.00
Amount Due:	$ 0.00

Payment Method

Payment Type: Credit Card
Check/Confirmation Number: 3898047841

202505130037622
202505080036076

Tennessee Certification of Electronic Document

I, DAYNE GEYER, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on May 8, 2025 (date of document).

Affiant Signature

May 8, 2025
Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 8th day of May, 2025.

Notary's Signature

MY COMMISSION EXPIRES: 01-04-2027

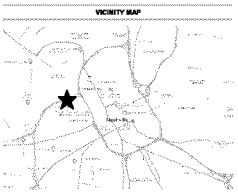
NOTARY'S SEAL

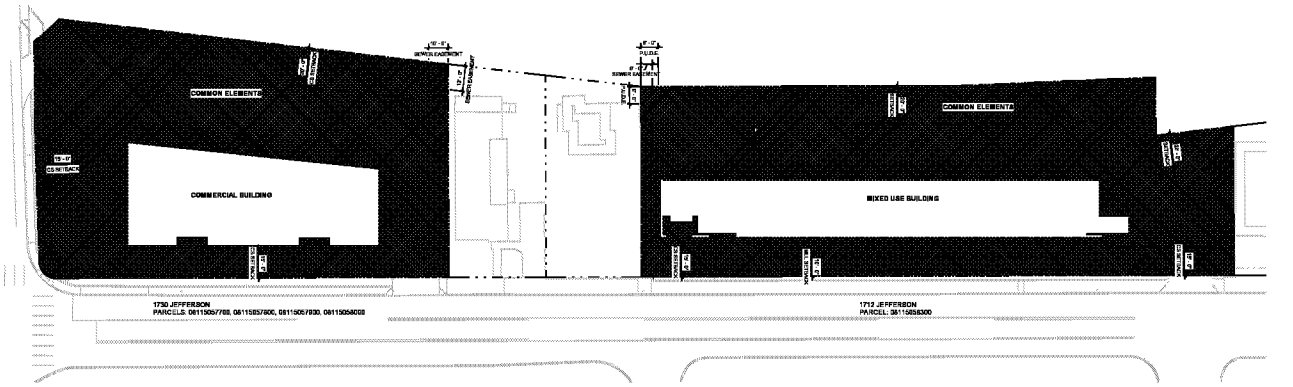
J. GRACE SHANNON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN. 4, 2027

EXHIBIT D

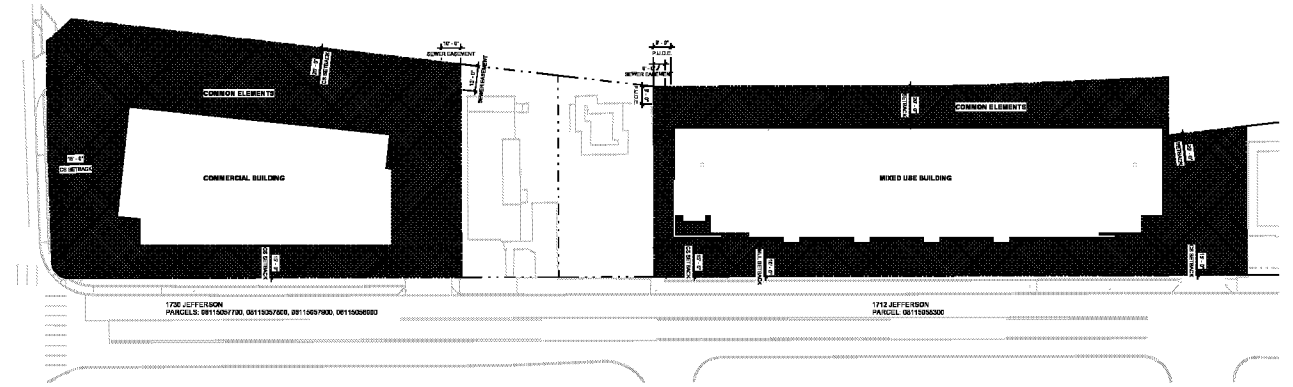
PLAT OF 1712 JEFFERSON STREET CONDOMINIUM

THESE DOCUMENTS HAVE BEEN PREPARED SPECIFICALLY FOR THE PROJECT NAMED HEREIN. THEY ARE NOT SUITABLE FOR USE ON OTHER PROJECTS WITHOUT THE APPROVAL AND PARTICIPATION OF THE DESIGN PROFESSIONAL. COPYRIGHT 2025, CENTRIC ARCHITECTURE





2 SITE PLAN AT GROUND



1 SITE PLAN

DEED REFERENCE

BEING THE SAME PROPERTY CONVEYED TO 1712 JEFFERSON STREET, LLC, BY QUITCLAIM DEED, OF RECORD IN INSTRUMENT NO. 20250205-0008650 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

LEGAL DESCRIPTION

BEING A TRACT OF LAND LYING IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY AT PARCEL ID NO. 08115058600, THENCE CONTINUING FOR THE FOLLOWING CALLS:

SOUTH 16 DEG 38 MIN 32 SEC EAST, 30.00 FEET TO A POINT, THENCE, NORTH 66 DEG 44 MM 27 SEC EAST, 40.27 FEET TO A POINT, THENCE, SOUTH 16 DEG 38 MM 45 SEC EAST, 76.69 FEET TO A POINT, THENCE, SOUTH 73 DEG 25 MM 29 SEC WEST, 40.00 FEET TO A POINT, THENCE, SOUTH 73 DEG 25 MM 29 SEC WEST, 25.00 FEET TO A POINT, THENCE, SOUTH 73 DEG 25 MM 29 SEC WEST, 185.00 FEET TO A POINT, THENCE, SOUTH 73 DEG 25 MN 29 SEC WEST, 55.00 FEET TO A POINT, THENCE, NORTH 16 DEG 38 MM 32 SEC WEST, 98.00 FEET TO A POINT, THENCE, NORTH 73 DEG 25 MM 29 SEC EAST, 55.00 FEET TO A POINT, THENCE, NORTH 73 DEG 25 MM 29 SEC EAST, 110.01 FEET TO A POINT, THENCE, NORTH 71 DEG 07 MM 59 SEC EAST, 75.06 FEET TO A POINT, THENCE, NORTH 71 DEG 07 MM 59 SEC EAST, 25.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 29,145 SQUARE FEET OR 0.67 ACRES MORE OR LESS.

LEGEND

- COMMON ELEMENTS
- LIMITED COMMON ELEMENTS - RESIDENTIAL UNIT
- LIMITED COMMON ELEMENTS - COMMERCIAL UNIT
- RESIDENTIAL UNIT
- COMMERCIAL UNIT

CENTRIC ARCHITECTURE

1712 JEFFERSON STREET CONDOMINIUM PLAT

1712 JEFFERSON STREET | NASHVILLE | TN | 37208

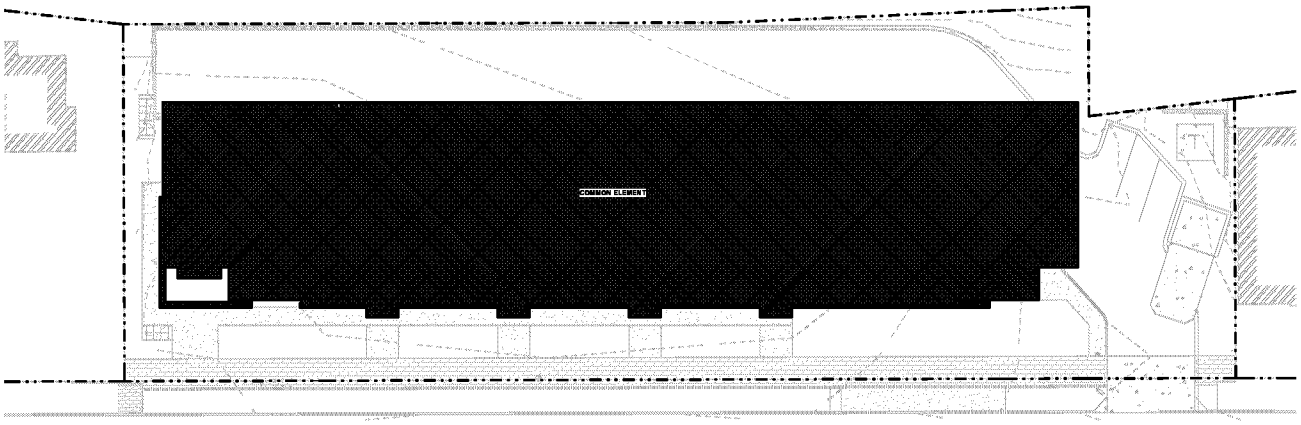
COMBINED SITE PLAN

01

06.25.2025
Project # 2044

202505130037622

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1 ROOF PLAN

0 8 16 32

LEGEND

- COMMON ELEMENTS
- LIMITED COMMON ELEMENTS - RESIDENTIAL UNIT
- LIMITED COMMON ELEMENTS - COMMERCIAL UNIT
- RESIDENTIAL UNIT
- COMMERCIAL UNIT

CENTRIC ARCHITECTURE

MIXED USE BUILDING

1712 JEFFERSON STREET | NASHVILLE | TN | 37208

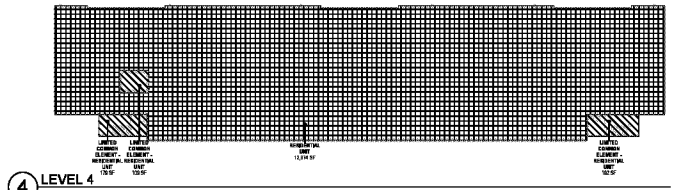
ROOF PLAN

02

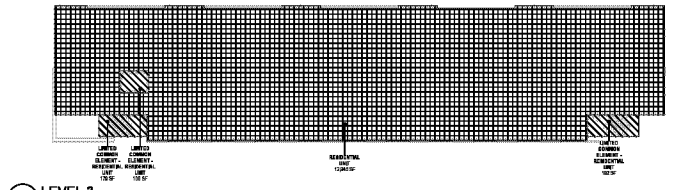
04.25.2025
Project # 23044

202505130037622

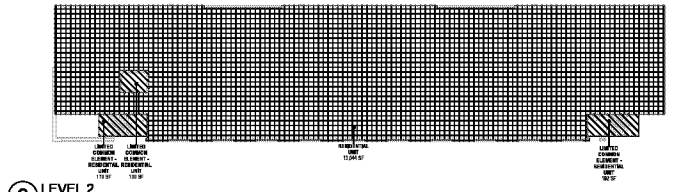
THESE DOCUMENTS HAVE BEEN PREPARED SPECIFICALLY FOR THE PROJECT NAMED HEREIN. THEY ARE NOT SUITABLE FOR USE ON OTHER PROJECTS WITHOUT THE APPROVAL AND PARTICIPATION OF THE DESIGN PROFESSIONAL. COPYRIGHT 2025, CENTRIC ARCHITECTURE



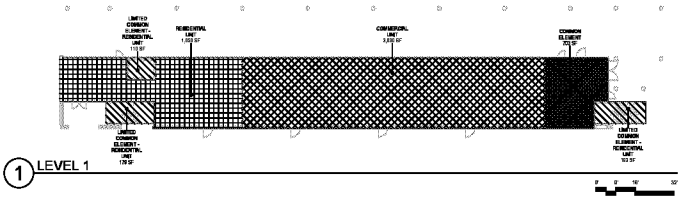
4 LEVEL 4



3 LEVEL 3



2 LEVEL 2



1 LEVEL 1

LEVEL 1

COMMERCIAL UNIT	3,833 SF
COMMON ELEMENT	303 SF
RESIDENTIAL UNIT	1,333 SF
LIMITED COMMON ELEMENT - RESIDENTIAL UNIT	178 SF
LIMITED COMMON ELEMENT - RESIDENTIAL UNIT	92 SF
LIMITED COMMON ELEMENT - RESIDENTIAL UNIT	110 SF

LEVEL 2

RESIDENTIAL UNIT	13,244 SF
LIMITED COMMON ELEMENT - RESIDENTIAL UNIT	170 SF
LIMITED COMMON ELEMENT - RESIDENTIAL UNIT	162 SF
LIMITED COMMON ELEMENT - RESIDENTIAL UNIT	199 SF

LEVEL 3

RESIDENTIAL UNIT	13,244 SF
LIMITED COMMON ELEMENT - RESIDENTIAL UNIT	170 SF
LIMITED COMMON ELEMENT - RESIDENTIAL UNIT	162 SF
LIMITED COMMON ELEMENT - RESIDENTIAL UNIT	199 SF

LEVEL 4

RESIDENTIAL UNIT	13,244 SF
LIMITED COMMON ELEMENT - RESIDENTIAL UNIT	170 SF
LIMITED COMMON ELEMENT - RESIDENTIAL UNIT	162 SF
LIMITED COMMON ELEMENT - RESIDENTIAL UNIT	199 SF
	43,874 SF

LEGEND

- COMMON ELEMENTS
- LIMITED COMMON ELEMENTS - RESIDENTIAL UNIT
- LIMITED COMMON ELEMENTS - COMMERCIAL UNIT
- RESIDENTIAL UNIT
- COMMERCIAL UNIT

CENTRIC ARCHITECTURE

MIXED USE BUILDING

1712 JEFFERSON STREET | NASHVILLE | TN | 37208

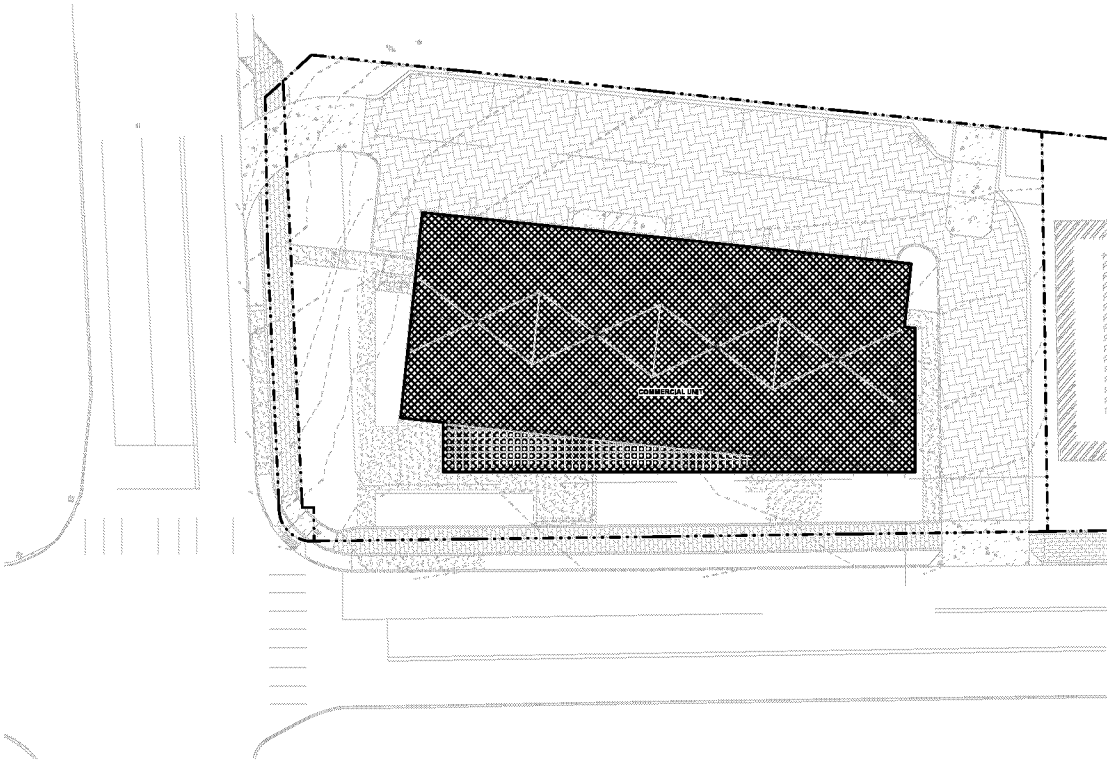
UNIT BOUNDARIES

03

04.25.2025
Project # 2044

202505130037622

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1 ROOF PLAN

LEGEND

- COMMON ELEMENTS
- LIMITED COMMON ELEMENTS - RESIDENTIAL UNIT
- LIMITED COMMON ELEMENTS - COMMERCIAL UNIT
- RESIDENTIAL UNIT
- COMMERCIAL UNIT

CENTRIC ARCHITECTURE

COMMERCIAL BUILDING

1700 JEFFERSON STREET | NASHVILLE | TN | 37208

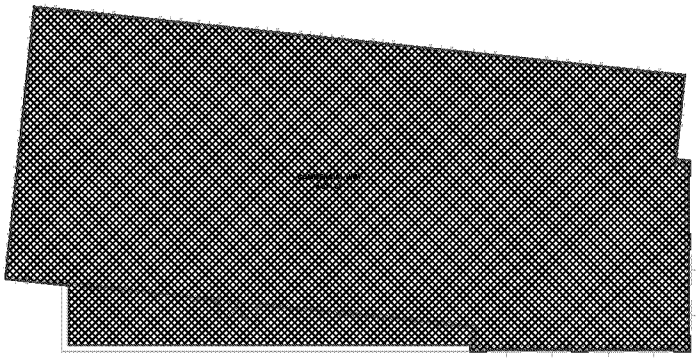
ROOF PLAN

04

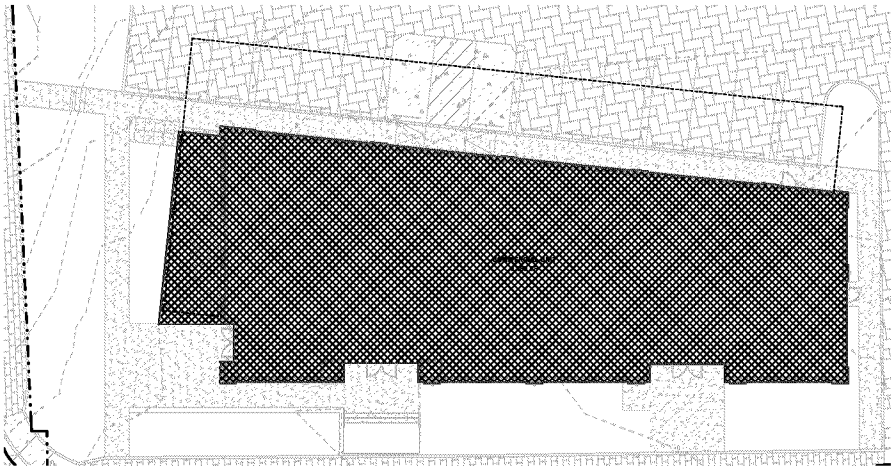
04.25.2025
Project # 2544

202505130037622

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2 LEVEL 2



1 LEVEL 1

LEVEL 1
COMMERCIAL UNIT 8,176 SF
LEVEL 2
COMMERCIAL UNIT 8,814 SF
TOTAL 16,990 SF

LEGEND

- COMMON ELEMENTS
- LIMITED COMMON ELEMENTS - RESIDENTIAL UNIT
- LIMITED COMMON ELEMENTS - COMMERCIAL UNIT
- RESIDENTIAL UNIT
- COMMERCIAL UNIT

CENTRIC ARCHITECTURE

COMMERCIAL BUILDING

1700 JEFFERSON STREET | NASHVILLE | TN | 37208

UNIT BOUNDARIES

05

04.25.2025
Project # 2044

EXHIBIT E

PERCENTAGE OF EACH UNIT'S UNDIVIDED OWNERSHIP INTEREST IN THE COMMON ELEMENTS AND VOTING PERCENTAGE

Unit	Ownership Percentage	Votes Allocation
Residential Unit	**50%**	**50**
Commercial Unit	**50%**	**50**
Total	**100.00%**	**100**

There shall be one hundred (100) total votes in the Association; each Unit is entitled to the number of votes equal to the total votes multiplied by its Ownership Percentage.

CALCULATION OF OWNERSHIP PERCENTAGES

The ownership percentages of each Unit were determined by assigning each Unit an Ownership Percentage proportional to the total number of Units.

Tennessee Certification of Electronic Document

I, DAYNE GEYER, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on May 8, 2025 (date of document).

Affiant Signature

May 12, 2025
Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 12 day of May, 2025.

Notary's Signature

MY COMMISSION EXPIRES: 01-04-2027

NOTARY'S SEAL

J. GRACE SHANNON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN. 4, 2027