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MASTER DEED
OF
HILL AVENUE CONDOMINIUMS

THIS MASTER DEED OF HILL AVENUE CONDOMINIUMS (this "Master Deed") is made effective as of the 9 day of April, 2018 (the "Effective Date"), by Aladdin Park Partners, a Tennessee general partnership (together with its successors and assigns, the "Developer").

Recitals

A. Developer owns fee simple title to that certain land located in Davidson County, Tennessee, more particularly described in Exhibit A attached hereto (the "Land"), which Land includes all rights and privileges belonging or in any way appurtenant or pertaining thereto.

B. Developer desires to submit the Land, and all other related real property interests more particularly described and/or set forth below, to the provisions of the Tennessee Condominium Act of 2008 (Tenn. Code Ann. §§ 66-27-201 et seq.), as it exists on the date this Master Deed is recorded and as it may be amended from time to time (the "Act").

C. Developer further desires to establish for its own benefit and for the mutual benefit of all future owners and/or occupants of the Land or any part thereof, certain rights, easements, and privileges in, over and upon the said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, for the purpose of enhancing the value and desirability thereof.

In consideration of the foregoing, Developer declares as follows:

1. Submission and Description of Condominium.

(a) Developer hereby submits the Property (defined below) to the condominium form of ownership pursuant to the Act.

(b) The name by which this condominium is to be identified is "Hill Avenue Condominiums" (the "Development" or "Condominiums"). The Development is municipally known as Map and Parcel No. 106-06-0-100.00 and 598 and 600 Hill Avenue, Nashville, Tennessee.

(c) The Development shall have commercial units as more particularly described herein. More specifically, as of the Effective Date, the Development has 2 Units (defined below), which are reflected on the Plat (defined below).

(d) Notwithstanding any term or provision of this Master Deed, this Master Deed and the Condominiums are subject to the documents and instruments set forth on Exhibit B attached hereto and the matters set forth therein (the "Permitted Exceptions"). The Condominiums shall not be used for residential purposes, and as a result, Part 5 of the Act shall not apply.

(e) The Units (including their boundaries) are identified, described and depicted on the site plan of the Development attached hereto as Exhibit C (the "Plat").

2. Certain Definitions. For purposes of this Master Deed and the Bylaws (defined below), (i) the terms set forth below have the meanings given them in this Section 2 and (ii) other capitalized terms in this Master Deed not defined below have the meanings given them in this Master Deed.

(a) "Assessment" means a share of the funds required for the payment of expenses and charges (including each Unit Owner's share of Common Expenses) assessed from time to time to a Unit Owner with respect to each Unit. Assessments may be periodic or one-time, special levies.

(b) "Association" means The Hill Avenue Owner Association, Inc., a Tennessee non-profit corporation, being the entity responsible for the operation of the Development, and its successors.

(c) "Board" means the Board of Directors of the Association.

(d) "Building" means each building (including all exterior and interior elements thereof) constructed on the Land. As of the Effective Date, each Building constitutes a portion of each Unit.

(e) "Bylaws" means the bylaws of the Association, the initial form of which are attached hereto as Exhibit E. For purposes of the Act, all provisions contained in the body of this Master Deed dealing with the administration and maintenance of the Property shall be deemed to be a part of the Bylaws.

(f) "Charter" means the corporate charter of the Association, filed with the Tennessee Secretary of State on or about the Effective Date, the form of which is attached hereto as Exhibit D.

(g) "Common Elements" means all portions of the Property, except for the Units. Without limiting the foregoing, Common Elements include (1) all utility lines and related infrastructure that serve all Units, (2) parking surfaces and related improvements located on or otherwise serving the Property (including all contractual rights thereto), (3) all Property dumpsters and dumpster pads and fencing and related improvements, and (4) all hardscaping and landscaping located on Unit land to the extent part of a hardscape and/or landscape plan approved by the Unit Owners.

(h) "Common Expenses" mean all costs and expenses for or related to the following, together with any other cost or expense expressly denominated as such in this Master Deed or the Bylaws:

(1) Administration of the Development and the Association, including insurance costs incurred by the Association;

(2) Maintenance, operation, repair, and replacement of the Common Elements and improvements serving the entire Development, including (i) landscaping costs for that portion of each Unit on which that Unit's Building does not rest; (ii) costs related to retention and detention ponds or basins, drains, and other water abatement and control improvements or means located on the Development; (iii) costs related to the "fire line" that serves the real property adjacent to the Development; (iv) costs related to the sewer pump; and (v) appropriate reserves for such maintenance, operation, repair, and replacement of the Common Elements;

(3) Utility Services (where no separate meters or similar improvements exist for the itemization of such services per Unit) and costs to the Property and/or the owner(s) thereof under the Permitted Exceptions;

(4) The design, development, construction, maintenance, operation, repair and replacement of the Property parking lot(s) and/or area(s) and all improvements related thereto (including fencing); and

(5) Any valid tax, charge, or assessment against the Development as a whole.

(i) "Limited Common Elements" mean those Common Elements that are reserved for the exclusive use of one or more but fewer than all the Units.

(j) "Member" means each Unit Owner of record.

(k) "Property" means all the land, property and space comprising the Land, and all improvements and structures now or hereafter erected, constructed or contained therein or thereon, including the Buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of Unit Owners, submitted to the provisions of the Act.

(l) "Unit" means those portions of the Property that are subject to exclusive fee simple ownership by a party other than the Association. Each Unit is identified on the Plat by specific number or symbol. Every deed, lease, deed of trust or other instrument shall legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. As of the Effective Date, each Unit consists of one entire Building and a portion of the Land on which such Building is situated as set forth in the Plat.

(m) "Unit Owner" means the party or parties holding title in fee simple to a Unit.

(n) "Utility Services" shall include, but not be limited to, water, sewer, garbage collection, electricity, and life safety equipment costs required to operate the Common Elements and other utility services provided to or shared by the Development (including the Units) as a whole.

3. Ownership of Common Elements and Common Expense Liability.

(a) Each Unit Owner shall own an undivided interest in the Common Elements equal to 50% (each Unit Owner's "Percentage Share") and shall be liable for the Unit Owner's Percentage Share of all Common Expenses.

(b) Any conveyance of an individual Unit shall be deemed to also convey the undivided interest of the Unit Owner in the Common Elements appertaining to such Unit, even if such conveyance does not specifically refer to such undivided interest.

(c) There currently are no Limited Common Elements in the Development.

4. Maintenance and Alteration of Units.

(a) Except as explicitly set forth in this Master Deed or as otherwise unanimously determined by the Unit Owners, the maintenance and repair of a Unit and all improvements thereon shall be the responsibility and expense of the Unit Owner. This responsibility includes all costs and expenses in connection with, and compliance with all requirements mandated by, (i) all applicable building and safety laws and codes (including the Americans with Disabilities Act of 1990, as amended (including the ADA Amendments Act of 2008) and all rules and regulations promulgated thereunder) and (ii) that certain (A) Brownfield Consent Order dated February 16, 2007, issued by the Tennessee Department of Environment and Conservation and (B) Notice of Land Use Restrictions of record as Instrument No. 20070425-0049325 with the Davidson County Register of Deeds, whether charged by the State of Tennessee or any agency thereof (including the Tennessee Department of Environment and Conservation) or any other governmental authority.

(b) The Developer may divide or combine Units owned by the Developer by recording an amended Plat, delineating the space of the resulting new Units. Any Unit Owner shall have the right to divide or combine units owned by such Unit Owner or Owners so long as the common interest appurtenant to such Unit after such division or combination shall equal in total the common interest applicable to the Unit or Units divided or combined prior to such division or combination. Any such division or combination shall require recording an amended Plat delineating the space of the resulting new Units, written consent of the Board, and compliance with all governmental laws codes ordinances and regulations. The cost of any such division or combination shall be the responsibility of the Unit Owner(s) of the Unit(s) being divided or combined. Notwithstanding the foregoing, in the event of any such subdivision, the resulting Units shall proportionately share in the voting percentage currently allocated to the Unit so divided, and all remaining, non-divided Units shall retain the same Percentage Share and voting rights attributable to such Percentage Share.

5. Parking. Developer and the first Unit Owner to acquire a Unit from Developer shall cooperate, reasonable and in good faith, to create a parking plan (the "Parking Plan") for the Development. The Parking Plan shall be created in consultation with one or more engineers or design experts reasonably acceptable to both parties and shall incorporate all parking spaces located on and parking rights benefitting the Property. Developer and such first Unit Owner shall equally share (i) the cost of the Parking Plan and all costs necessary to develop and

construct all parking spaces and related improvements contemplated by the Parking Plan. The Units shall have equal rights to all Property parking spaces; provided, however, that the Parking Plan shall provide each Unit with a reasonable and equal number of Property parking spaces reserved for the exclusive use by such Unit. No changes may be made to the Parking Plan without agreement of all Unit Owners. In consultation with such first Unit Owner, the Developer may promulgate reasonable rules and regulations relative to Property parking, and the Board may modify such rules and regulations from time to time. The Association shall have the authority to enforce such rules and regulations and the terms and provisions of this Master Deed relative to parking. Notwithstanding anything herein to the contrary and without limiting any other provision of this Master Deed, the Association and all Unit Owners are subject to the terms and conditions of that certain Parking and Easement Agreement of record as Instrument No. 20160418-0037423 with the Davidson County, Tennessee Register of Deeds with respect to parking and parking spaces on the land adjacent to the Property.

6. Maintenance and Alteration of Common Elements.

(a) The maintenance, operation, repair, and replacement of the Common Elements shall be the responsibility and the expense of the Association.

(b) There shall be no alteration or further improvement of the Common Elements without unanimous approval of the Unit Owners. The shares of any cost of such alteration or improvement shall be assessed to the Unit Owners in accordance with their Percentage Share.

7. Assessments.

(a) Assessments shall be made against Unit Owners for Common Expenses, which Assessments shall be payable monthly. All Assessments shall be allocated as set forth in this Master Deed, unless the Unit Owners otherwise unanimously agree. Assessments may also be made as required by the Bylaws. The Developer may set the initial Common Expense Assessments, and thereafter, the Board shall set Assessments based on an annual budget. The Association shall have the right to make special Assessments for one-time Development expenses (whether or not Common Expenses), which special Assessments shall be allocated to Unit Owners based on their Percentage Shares, and Unit Owners shall pay such special Assessments within 15 days of the date of assessment.

(b) Assessments, and installments thereof, paid on or before 15 days after the date when due shall not bear interest, but all sums not paid on or before 15 days after the date when due shall bear interest at the rate of 12% per annum or at such other rate of interest determined by the Association not to exceed the maximum rate allowed under applicable laws and shall be subject to a $20 late charge or such other late charge amount as may be adopted by the Association. All payments upon account shall be first applied to late charges, then interest, and then to the assessment payment first due.

(c) The Association shall have a lien on the Units (and the Units' interest in Common Elements) for unpaid Assessments subject only to ad valorem property taxes and the Permitted Exceptions; in addition, such lien is hereby subordinated to any first-lien deed of trust encumbering a Unit. Such lien shall also secure reasonable attorney fees and all costs of

collection incurred by the Association incident to the collection of such Assessment, including enforcement of such lien.

(d) Each Unit Owner shall be jointly and severally liable for all unpaid Assessments due and payable at the time of a conveyance, but without prejudice to the right of contribution against predecessors-in-interest to such Unit. Such liability may not be avoided by a waiver of the use of any Common Element or by the abandonment of the Unit. The Association shall have the right to sue for and collect any such unpaid Assessments, to foreclose upon the lien securing the Assessments, and to institute any other proceeding. In any event, the Association shall be entitled to recover all delinquent Assessments and payments due hereunder and under the Bylaws, together with late charges, interest and all costs of collection, including reasonable attorney fees.

(e) Notwithstanding the foregoing, a purchaser of a Unit at a foreclosure sale upon a first-lien deed of trust shall be liable only for Assessments (or portion thereof) coming due after such sale (prorated, as applicable).

8. Power of Sale to Enforce Assessment Lien.

(a) For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Elements and to secure the payment of Assessments and all other sums due under this Master Deed from time to time (including interest, late charges and attorney fees) (collectively, the "Secured Charges"), a lien is expressly retained in favor of the Association on each and every Unit and such Unit's Unit Owner's share of Common Elements.

(b) For the purpose of better and more effectively securing the Secured Charges, rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of the Secured Charges, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Unit Owners, their heirs, successors, administrators, and assigns, hereby transfer and convey unto The Hill Avenue Owner Association, Inc., a Tennessee corporation with its principal office in Davidson County, Tennessee (together with his/her successors and assigns, the "Trustee), their respective Units with the appurtenances, estate, title and interest thereto belonging (including Common Elements share) upon the uses and trusts set forth in this Section 8.

(c) Unit Owners agree to (1) pay the Secured Charges when due, as provided in this Master Deed; (2) pay, discharge, or remove any and all liens (except a first-lien mortgage or deed of trust) which may be hereafter placed against their Unit and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; (3) keep their respective Units in good repair and preservation; (4) comply with all of the terms and conditions of this Master Deed and all rules and regulations of the Association; and (5) pay upon demand of Trustee or the Association, all the costs and expenses, together with reasonable attorney fees, of any court appearance or other proceedings required by Trustee, his successors or the Association to enforce any provision of this Master Deed, Bylaws, and any rule and regulation of the Association. If any Unit Owner fails to do any of these things, then Trustee or the Association may do any or all of these things, and the amounts so paid shall bear interest at the highest rate

allowed under applicable laws in effect from time to time from the day of payment and shall become a part of the Secured Charges.

(d) If the Secured Charges with respect to any Unit are not paid promptly when due, the Trustee is hereby authorized and empowered, upon giving 20 days' notice by 3 publications in any newspaper, daily or weekly, published in Davidson County, Tennessee to sell said Unit at the front door of the court house in said county to the highest bidder for cash, at a public outcry, free from the equity of redemption, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any time after default in the payment of any of the Secured Charges, enter and take possession of said Unit, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to purchaser by the Trustee of a deed for said Unit. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

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

(2) Second, to the payment of all taxes which may be unpaid with respect to such Unit;

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

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

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

9. Easements. Easements are hereby granted as follows:

(a) Easements are granted to the Developer and the Association for encroachments of any portion of the Common Elements upon the boundary of any Unit, irrespective of the cause (including minor inaccuracies in the Plat), whether such encroachments now exist or hereafter may exist. All such easements shall continue until such encroachments shall cease to exist.

(b) As an appurtenance to each Unit, the following easements are granted to each Unit Owner: (1) for encroachments by any portion of the boundaries of each Unit upon the Common Elements, whether such encroachments now exist or hereafter may exist (such easements shall continue until such encroachments shall cease to exist); (2) access to, over, and underneath the Common Elements for the purpose of installing, maintaining, repairing, replacing, and removing utility lines and infrastructure serving fewer than all Units so long as such lines and infrastructure do not unreasonably interfere with the other Units' or Association's use of the Common Elements and do not adversely affect the aesthetic nature of the Common Elements or the Development as a whole; and (3) subject to all other express provisions of this Master Deed (including the Association's right to establish reasonable rules and regulations under Section 12 of this Master Deed) and the Act, access to and over the Common Elements for the purposes of Development ingress and egress and parking.

(c) Easements are reserved to Developer, its agents and invitees to the extent necessary, as determined by Developer, to enable Developer to carry on any sale or leasing activity, as more specifically provided for in this Master Deed.

10. Association. The operation of the Development shall be conducted by the Association, which shall have the authority (in addition to individual Unit Owners) to enforce the terms and conditions of this Master Deed and which shall be organized and shall fulfill its functions pursuant to the following provisions:

(a) The Unit Owners shall be the Members of the Association. Each Member, or Unit Owner, shall have the proportion of voting rights in the Association equal to such Member's, or Unit Owner's, Percentage Share.

(b) A representative of the Developer shall serve as 1 member of the Board so long as the Developer owns at least 1 Unit. A representative of the first Unit Owner to purchase a Unit from the Developer shall serve as 1 member of the Board for so long as such first Unit Owner to purchase owns such Unit. All other Board members (as may be required by the Bylaws) shall be selected by the Unit Owners.

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

(d) Whenever the decision of a Unit Owner is required under any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the Unit Owners or by his or her duly authorized and appointed proxy who would cast the vote of such Unit Owner if in an Association meeting, unless the joinder of the record owners of the Unit is specifically required by this Master Deed.

11. Insurance.

(a) The Association shall maintain the following insurance coverage:

(1) Multi-peril, all risk type, fire and extended coverage insurance covering the Common Elements. The multi-peril, all risk type policy- purchased by the Association shall provide insurance on a replacement cost basis in an

amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy. The face amount of such policy or policies shall not be less than one hundred percent (100%) of the insurable value (based upon replacement cost) of the property required to be covered by this paragraph. Such policy shall contain an agreed value endorsement. Such insurance coverage's may exclude foundation and excavation costs, but shall afford protection against loss or damage as is commonly covered by a multi-peril all risk type policy with fire and extended coverage endorsement, and such other risks as are customarily covered with respect to similar property;

(2) Public liability insurance shall be secured in such amounts, and with such coverage, as shall be determined by the Board, but such policy or policies shall be in an amount not less than $2,000,000 per occurrence, including, but not limited to, hired automobile and non-owned automobile;

(3) Directors and officers liability insurance in an amount determined by the Board, but not less than $250,000 per occurrence; and

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

(b) The Association shall not carry insurance on the Units or the Unit Owner's personal property, and the Unit Owner's shall be responsible for insuring their own Units and personal property.

(c) Any change which has the effect of decreasing the type or amount of insurance required under the terms of this Master Deed, or which lowers the rating required of an insurance carrier, shall require prior approval in writing of 75% of the votes of the Association.

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

12. Use Restrictions. The use of the Development shall be in accordance with the following provisions:

(a) Each of the Units shall be used only for professional (including the provision of dental services), business office use, or other commercial purposes (including retail and restaurants), to the extent the same are allowed by then-existing applicable law. No Units may be rented on a daily or weekly period, and no Unit may be used as a personal residence. Further, without limiting the foregoing, use of the Units and the Common Elements are subject to the Permitted Exceptions and all matters therein (including use restrictions). All users (including Unit Owners and tenants) of the Units and the Development shall adhere to the terms of the Permitted Exceptions, including that certain (i) Brownfield Consent Order dated February 16, 2007, issued by the Tennessee Department of Environment and Conservation and (ii) Notice of Land Use Restrictions of record as Instrument No. 20070425-0049325 with the Davidson County Register of Deeds.

(b) The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

(c) No use or practice shall be permitted in the Units which prohibits, by a reasonably objective standard, the proper use of the Development. All parts of the Development shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his, her, or its Unit, or of the Common Elements, that increases the rate of insurance upon the Development or other Unit Owners. No unlawful use or use of that violates this Master Deed shall be made of the Development or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the Development shall be the responsibility of the person or entity responsible for the maintenance and repair of the property concerned.

(d) Reasonable rules and regulations concerning the use of the Common Elements may be made and amended from time to time by the Board in the manner provided by its Charter and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners upon request.

(e) Costs incurred by the Developer or the Association in enforcing the restrictions set forth herein will be borne by the party failing to observe these restrictions.

(f) Each Unit Owner shall keep all parts of his, her, or its Unit in good order and repair and free from debris. The Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of any Unit.

(g) No sign, advertisement or notice of any type or nature whatsoever (including "For Sale" or "For Rent" signs) shall be erected or displayed on any Unit or portion of the Common Elements unless specifically permitted by this Master Deed or the Board.

(h) No structures of any kind may be constructed on the Common Elements without the permission of the Board.

13. Reserved.

14. Professional Management. The Association may enter into a contract for the management of the Development with a professional property management company approved by the Board, but any such management contract shall be for an initial term of no more than 1 year and shall be terminable by the Association upon no more than 90 days' notice. Nothing herein shall prohibit the Association's decision to self-manage.

15. Notice of Mortgage Lien or Suit.

(a) A Unit Owner shall give notice to the Association of every lien upon his or her Unit other than for taxes and special assessments, within 10 days after the attaching of the lien.

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

(c) Failure to comply with this section will not affect the validity of any mortgage instrument or the enforcement thereof at any public or judicial sale.

16. Compliance, Default and Remedies. Each Unit Owner shall be governed by, and shall comply with, the terms of this Master Deed, the Charter, Bylaws, Parking Plan, and any rules and regulations adopted pursuant hereto or thereto, as any of the same may be amended from time to time. In addition to the remedies provided by the Act, a default by a Unit Owner shall entitle the Association, acting through the Board or through the Development's property manager, to the following relief, without limiting any other term or provision of this Master Deed:

(a) *Monetary Liability and Indemnification.* A Unit Owner shall be liable for the damages (including expense of any maintenance, repair, or replacement) incurred by the Association or any other Unit Owner(s) because of such owner's act, neglect, or carelessness, or by that of any of such owner's guests, invitees, tenants, licensees, or occupants or any of their respective employees, contractors, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a Unit or its appurtenances. Each Unit Owner holds harmless each other Unit Owner and the Association from, and indemnified each other Unit Owner and the Association against, all damages, costs and expenses (including attorney fees) arising from the acts of such Unit Owner and those of such owner's guests, invitees, tenants, licensees, or occupants or any of their respective employees, contractors, or agents and breaches such Unit Owner's breach of any provision of the Act, this Master Deed, the Charter, the Bylaws, the Parking Plan, or any rule or regulation promulgated hereunder or thereunder.

(b) *Costs and Attorney's Fees.* In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

(c) *No Waiver of Rights.* Failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Master Deed, the Charter, the Bylaws, Parking Plan, or any applicable rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. All rights, remedies and privileges granted to the Association or any Unit Owner pursuant to the terms of the Act, this Master Deed, the Bylaws, Parking Plan, or applicable rules and regulations shall be deemed to be cumulative, and the exercise of anyone or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising such other privileges as may be granted to such party by the Act or the instruments above named, or at law or equity.

(d) *Abating and Enjoining Violations.* The violation of any provisions of the Act, this Master Deed, the Charter, the Bylaws, the Parking Plan, or any applicable rule, or the breach of any covenant or provision herein contained, shall give the Association, as directed by the Board, directly or indirectly through any property manager the right, in addition to any other rights provided for in this Master Deed:

(1) To enter (either peaceably or forcible) without liability to such Unit Owner for such entry) upon the Unit, or any portion of the Unit upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; and

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

(3) to take possession (either peaceably or forcibly without liability to such Unit Owner for such entry) of such Unit and to maintain an action for possession of such Unit in the manner provided by law.

(e) *Legal Proceedings*. Any violation of the provisions of the Act, this Master Deed, the Charter, the Bylaws, the Parking Plan, or applicable rules and regulations shall be grounds for relief, including, but not limited to, an action for money damages, injunctive relief, specific performance, and foreclosure of the lien for payment of all unpaid Assessments. All expenses of the Association incurred in connection with any such actions or proceedings, including court costs, attorney fees, and all damages and interest thereon at the highest rate allowed by applicable law, shall be assessed against such defaulting Unit Owner and shall be deemed part of his, her, or its respective share of the Common Expenses. The Association shall have a lien for all of the same upon the Unit and its appurtenant interest in the Common Elements, upon all of such Unit Owner's additions and improvements thereto and upon all of his, her or its personal property in such Unit or located elsewhere on the Property. Such lien shall be subordinate to the lien of a recorded first-lien deed of trust on the Unit. In the event of any such default by a Unit Owner, the Board and the Association's property manager, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purposes. All expenses incurred in connection therewith shall be charged to and assessed against such defaulting Unit Owner.

17. Lease and Transfer of a Unit. Whenever a Unit Owner shall sell, lease, give or otherwise transfer his or her Unit, or any interest therein, such Unit Owner shall give the Association written notice within 30 days (before or after closing) of the transfer, which notice shall briefly describe the transfer and shall state the name and address of the transferee or lessee. Also, the Unit Owner must provide the Association with a copy of the fully executed lease entered into with the tenant of said Unit. The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this section, for the purpose of implementing and effectuating said provisions. If any transfer or lease of a Unit is made or attempted without complying with the provisions of this Master Deed, such transfer or lease shall be subject to each and all of the rights and options of, and remedies and actions available to, the Association hereunder and otherwise.

18. Mortgagee Protection. Notwithstanding anything contained herein to the contrary, if any Unit Owner shall at any time grant or convey a security interest in such Unit Owner's Unit or any part or portion thereof by mortgage, deed of trust or otherwise (collectively, a

"Mortgage") to any person or entity (collectively, a "Mortgagee"), such Mortgagee shall be entitled to receive written notice of any default by such Unit Owner (or such Unit Owner's tenant, licensee, or occupant) and the same opportunity as such Unit Owner to cure such default, as the case may be, provided that such Mortgagee shall have delivered a written request for notice (which shall include the Mortgagee's address) to the Association and to all other Unit Owners, as the case may be. Giving of any notice of default or the failure to deliver a copy to any such Mortgagee shall in no event create any liability on the part of the party so declaring a default.

19. Amendments. This Master Deed may be amended only in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board or by the Members. Directors and Members not present in person or by proxy at the meetings in which the amendment is considered may express their approval in writing, providing such approval is delivered to the Association Secretary at or prior to the meeting. Such approval must be by 75% of the eligible votes of the Association.

(c) Notwithstanding the foregoing, Developer unilaterally may amend the Master Deed, Charter, and Bylaws to correct clerical errors and make other clarifications and to adjust boundary lines where necessary for clarification or to reflect accurate surveys.

(d) Notwithstanding the provisions of sub-section (a) above, (1) no amendment shall discriminate against any Unit Owner(s), unless the Unit Owner(s) so affected shall consent; and (2) no amendment shall change any Unit Owner's Percentage Share, unless such Unit Owner and all record owners of liens thereon shall join in the execution of the amendment.

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

20. Termination. The Development may be terminated as follows:

(a) The Development may be terminated at any time after obtaining the prior approval in writing of all Unit Owners, and by all record owners of liens thereon in accordance with the Act.

(b) The termination of the Development shall be evidenced by an instrument in compliance with the Act, certifying the facts affecting the termination, which instrument shall become effective upon being recorded in the Register's Office of Davidson County, Tennessee.

(c) Any distribution of funds resulting from the termination of the Development shall be distributed to the Unit Owners according to their Percentage Share.

21. Non-Liability of Developer and Directors and Officers of the Association; Waiver of Warranties. Except for intentional misconduct or fraud, neither the Developer nor the directors

or officers of the Association shall be liable to the Association or Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever in connection with the creation of the Development, the preparation and recording of this Master Deed, or their service to the Association. Nothing herein shall limit any indemnification provisions set forth in the Charter or Bylaws. No warranties, expressed or implied, representations, understandings, guaranties or promises have been made to or relied upon by any Unit Owner. Without limiting the generality of the foregoing, Developer further disclaims any liability to comply with, or upgrade any improvements and/or the Property as a result of, any changes or modifications to, or adoption of further federal, state or municipal laws, codes, ordinances regulations or rules hereafter applicable to the Property. To the maximum extent permitted by law, all Unit Owners, by virtue of acceptance of title to their respective Units (whether from the Developer or another party), shall be deemed to have automatically waived all of the aforesaid disclaimed warranties. As to any warranties which cannot be disclaimed either in whole or in part, each Unit Owner expressly waives and disclaims incidental and consequential damages, and the Developer shall have no responsibility for any incidental or consequential damages, including, but not limited to, any claims for personal injury, property damage or emotional distress.

22. **Service Contracts.** Developer shall assign and the Association shall assume certain service contracts designated by Developer dealing with the maintenance and operation of the Development. These contracts may include, but not be limited to, landscaping and garbage disposal. The Association will employ a private trash hauling company to remove trash and debris.

23. **Severability.** The invalidity in whole or in part of any covenant or restriction, or any paragraph, subparagraph, sentence, clause, phrase, or word, or other provision of this Master Deed, the Charter, or the Bylaws shall not affect the validity of the remaining portions thereof.

[Signature page follows]

[Signature page to Master Deed of Hill Avenue Condominiums]

IN WITNESS WHEREOF, the Developer has executed this Master Deed as of the Effective Date.

DEVELOPER:

Aladdin Park Partners,
a Tennessee general partnership

By: David F Taylor
Name: DAVID TAYLOR
Title: GENERAL PARTNER

STATE OF TENNESSEE)
DAVIDSON COUNTY)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared David F. Taylor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be a General Partner of Aladdin Park Partners, the within named bargainor and a Tennessee general partnership, and that he as such General Partner executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as such General Partner.

WITNESS MY HAND and official seal at office in Nashville, Tennessee, on this 9th day of April, 2018.

Notary Public

My commission expires: 7/5/21

CHRIS RAYBECK
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY
My Commission Expires JULY 5, 2021

EXHIBIT A

Description of the Land

Land in Davidson County, Tennessee, being Lot(s) 4, as shown on the map entitled Resubdivision of Lot 3 of the Final Plat Best One Nashville Realty Subdivision, of record as Instrument No. 20151117-0116648, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to ALADDIN PARK PARTNERS, A TENNESSEE GENERAL PARTNERSHIP, by deed of record as Instrument No. 20160418-0037421, said Register's Office.

EXHIBIT B

Permitted Exceptions

1. Matters shown on the Plan of record as Instrument No. 20101029-0086600, Register's Office for Davidson County, Tennessee.

2. Restrictive Covenants contained in the deed of record in Instrument No. 20070425-0049324, said Register's Office.

3. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record as Instrument No. 20071108-0132083, said Register's Office.

4. Easement Agreement of record as Instrument No. 20101206-0096890, said Register's Office.

5. Brownfield Consent Order dated February 16, 2007, issued by the Tennessee Department of Environment and Conservation.

6. Notice of Land Use Restrictions of record as Instrument No. 20070425-0049325, said Register's Office.

7. Agreement for Dedication of Easement of record as Instrument No. 20071108-0132095, said Register's Office.

8. Matters shown on the plan entitled "Resubdivision of Lot 3 of the Final Plat Best One Nashville Realty Subdivision of record as Instrument No. 20151117-0116648, said Register's Office.

9. Storm Water Easement Agreement of record as Instrument No. 20160418-0037420, said Register's Office.

10. Fence Maintenance Agreement of record as Instrument No. 20160418-0037422, said Register's Office.

11. Parking Easement Agreement of record as Instrument No. 20160418-0037423, said Register's Office.

EXHIBIT C

Plat

[See attached.]

EXHIBIT D

Form of Charter

[See attached.]

CHARTER OF
THE HILL AVENUE OWNER ASSOCIATION, INC.

The undersigned, acting as the incorporator of a corporation under the Tennessee Nonprofit Corporation Act, adopts the following Charter for such corporation:

1. The name of the corporation is The Hill Avenue Owner Association, Inc. (the "Association").

2. The Association is a mutual benefit corporation.

3. The street address, county and zip code of the initial registered office of the Association is 598 Hill Avenue, Nashville, Davidson County, Tennessee 37210, and the initial registered agent for the Association at that office is David Taylor.

4. The name and address of the incorporator is Chris Raybeck, Bone McAllester Norton PLLC, 511 Union Street, Suite 1600, Nashville, Tennessee 37219.

5. The street address of the principal office of the Association is 598 Hill Avenue, Nashville, Davidson County, Tennessee 37210.

6. The Association is not-for-profit.

7. The Association shall have members. The members of the Association shall be the owners of record of condominium units of Hill Avenue Condominiums, as established by that certain Master Deed for Hill Avenue Condominiums (together with all amendments thereto, the "Master Deed") of record with the Register's Office for Davidson County, Tennessee. Upon the conveyance or transfer of the ownership interest in a unit of the condominium, the new owner or owners shall succeed to the former unit owner's or owners' membership, and the membership of the former unit owner or owners shall terminate. Holders of any security interest in the units or any property contained therein shall not be considered members. Membership in the Association may not be separated from ownership of the units.

8. Voting rights of the members of the Association shall be governed by the Master Deed and Association's bylaws (the "Bylaws").

9. To the extent allowed by the laws of the State of Tennessee, no present or future director of the Association (or his or her estate, heirs and personal representatives) shall be liable to the Association or its members for monetary damages for breach of fiduciary duty as a director of the Association. Any liability of a director (or his or her estate, heirs and personal representatives) shall be further eliminated or limited to the fullest extent allowed by the laws of the State of Tennessee, as may hereafter be adopted or amended.

10. With respect to claims or liabilities arising out of service as a director or officer of the Association, the Association shall indemnify and advance expenses to each present and future director and officer (and his or her estate, heirs and personal representatives) to the fullest

extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

11. The purposes for which the Association is organized are: to operate a condominium management association solely to provide for the acquisition, construction, management, maintenance, architectural control, preservation, and care of Association property; the exercise of any and all rights, responsibilities, powers, and privileges contained in the Master Deed and the Bylaws of the Association; and generally to engage in any other lawful endeavor or activity in furtherance of the foregoing.

12. No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its directors, officers, members or other private individuals or persons, except that the corporation shall be authorized and empowered to:

(a) pay reasonable compensation for goods and services rendered,
(b) rebate excess membership dues, fees or assessments, and
(c) make payments in furtherance of the purposes set forth in the paragraph just above.

13. Amendment to these Articles shall require the assent of 75% of the entire membership of the Association. The Association may be dissolved with assent given in writing by all of the membership of the Association, with the assets of the Association, absent merger or consolidation, being distributed as deemed appropriate by the members and allowed by applicable law.

14. Upon the dissolution of the Association, other than because of merger or consolidation, all Association assets shall be distributed as deemed appropriate by the Association's Board of Directors and as allowed by applicable law.

15. The incorporator of the Association shall not be deemed to be a member, director, or officer of the Association solely by virtue of incorporation the Company. The incorporator shall have no liability for any acts or omissions of the Association. The Association agrees to indemnify the incorporator from any and all claims, in the same manner and on the same terms for directors, as set forth in these Articles, provided that the claim arises from the incorporator's actual or alleged relationship with the Association.

DATED the ____ day of April, 2018.

_____
Chris Raybeck, Incorporator

EXHIBIT E

Form of Bylaws

[See attached.]

BYLAWS FOR THE HILL AVENUE OWNER ASSOCIATION, INC.

1. Identity. These are the Bylaws of Hill Avenue Condominiums (the "Development") and The Hill Avenue Owner Association, Inc., a Tennessee non-profit corporation (the "Association"). The Association has been organized for the purpose of administering the Development established by a Master Deed to which the form of these Bylaws are attached (the "Master Deed"), recorded with the Davidson County Register of Deeds and creating a condominium pursuant to the provisions of the Tennessee Condominium Act of 2008 (Tenn. Code Ann. §§ 66-27-201 et seq.), as it exists on the date this Master Deed is recorded and as it may be amended from time to time (the "Act").

2. Defined Terms. Capitalized terms not defined in these Bylaws have the meaning given them in the Master Deed

3. Members. The Unit Owners shall be the members of the Association (the "Members").

4. Meetings of Members.

   a. The Members of the Association shall have an annual meeting. The annual meeting of Members shall be held on a date as scheduled by the Board of Directors.

   b. Special meetings of Members may be called by the President, Vice President, a majority of the Board of Directors, or 75% of the Unit Owners.

   c. Notice of all Member meetings, stating the time and place, and the objects for which the meeting is called, shall be given by the President, Vice-President or Secretary, unless waived in writing.

   d. The aggregate number of votes for all Unit Owners shall be 2 and 1 vote shall be allocated to each Unit, all as set forth in the Master Deed.

   e. If a Unit is owned by 1 party, his, her, or its right to vote shall be established by the record title to such Unit. If a Unit is owned by more than 1 party, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. Such certificates shall be valid until revoked, superseded by a subsequent certificate, or a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any Unit Owner at any time. If no certificate is presented to the Secretary and a Unit is owned by 2 or more parties, any record owner present at a meeting of the Association may cast the vote of the Unit. If more than 1 record owner of a Unit is present at a meeting, only one such Unit Owner may cast the vote of the Unit. If the record owners of a Unit cannot unanimously agree as to who may cast the vote of the Unit, the vote of the Unit shall not be counted.

   f. Votes may be cast in person or, except for entity owners, by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular

meeting designated and must be filed with the Secretary before the appointed time of the meeting. Proxy forms shall be prepared only by the Association.

g. The presence of Unit Owners entitled to cast at least 75% of the votes of the Association is required at duly called and held Member meetings to adopt decisions, except where approval by a greater number of members is required by the Act, Master Deed, Charter, or these Bylaws. In the event a Unit Owner attempts to establish a quorum in accordance with this subsection (g) at a duly called Member meeting three (3) consecutive times, and such attempts have been unsuccessful due to the refusal of the other Unit Owner to attend, then the Unit Owner calling for the meeting shall be at liberty thereafter to proceed without the absent Unit Owner and any decision made at that meeting shall be deemed valid.

h. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of Unit Owners, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Unit Owners. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving Members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary-Treasurer of the Association or other authorized agent of the Association. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary-Treasurer of the Association, or other authorized agent of the Association. Within 10 days after obtaining such authorization by written consent, notice must be given to all Unit Owners. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document. Executed written consents shall be included in the minutes or filed with the Association's records.

i. The order of business at annual Member meetings, and as far as practical at all other Member meetings, shall be:

(1) election of a chairman of the meeting, if the President is unavailable to preside;

(2) calling of the roll and certifying the proxies;

(3) proof of notice of meeting or waiver of notice;

(4) reading and disposal of any unapproved minutes;

(5) reports of officers;

(6) reports of committees;

(7) unfinished business;

(8) new business; and

(9) adjournment.

j. Any director may be removed by concurrence of all Unit Owners.

5. Directors.

a. The affairs of the Association shall be managed by a Board of Directors (the "Board"). The Board shall consist of 3 individuals, 1 of whom shall be and individual appointed by the Developer and 1 of whom shall be an individual appointed by the first party to purchase a Unit from the Developer. The other Director shall be appointed by the Unit Owners, and shall not have the right to vote on any matters which come before the Board. After the appointment of the initial Board, the Board shall be comprised of persons elected by the Unit Owners at the annual Member meeting. The Board shall serve without compensation.

b. Vacancies in the Board occurring between annual meetings of Members shall be filled by the remaining Directors until the next annual meeting, at which time a Director shall be elected to fill the remaining term of any such vacancy, except as provided in sub-section (a) above or the Master Deed.

c. Any director may be removed by concurrence of all Unit Owners.

6. Board Meetings.

a. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone, or telegraph, at least 3 days prior to the day named for such meeting. Regular meetings shall be held at least once per calendar quarter.

b. Special meetings of the Board may be called by the President or a majority of the Board. Notice of the meeting shall be given at least 3 days prior to the day named. Notice shall state the time, place, and purpose of the meeting.

c. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

d. A quorum for Board meetings shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except where approval by a greater number of directors is required by the Act, Master Deed, Charter, or these Bylaws, If, at any meeting of the Board, less than a quorum is present, the majority of

those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

e. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of the Board, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of the Board. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving directors having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary-Treasurer of the Association or other authorized agent of the Association. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary-Treasurer of the Association, or other authorized agent of the Association. Within 10 days after obtaining such authorization by written consent, notice must be given to all directors and Unit Owners. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document. Executed written consents shall be included in the minutes or filed with the Association's records.

f. The presiding officer of Board meetings shall be the President. In the absence of the President, the directors present shall designate one of their number to preside.

g. The order of business at a Board meeting shall be:

(1) calling of roll;

(2) proof of due notice of meeting;

(3) reading and disposal of any unapproved minutes;

(4) reports of officers and committees;

(5) election of officers (if necessary);

(6) unfinished business;

(7) new business; and

(8) adjournment.

h. All minutes and records of actions of the Directors, and all records pertaining to operations of the Association, shall be kept at the management office or at such place as may be designated by the Board, and shall be available to members for inspection at all times during normal business hours.

7. Powers and Duties of the Board. All of the powers and duties of the Association existing under the Development, the Master Deed, the Charter, and these Bylaws shall be exercised exclusively by the Board, its agents, contractors, or employees, subject only to approval by or the authority of the Unit Owners when such is specifically required. Compensation of employees of the Association, if any, shall be fixed by the Board. A Director may not be an employee of the Association, and a contract for management of the Development may be entered into with a director or director affiliate. The Board is specifically charged with the responsibility of providing for the care and upkeep of all Common Elements pursuant to the provisions of the Master Deed. Specifically included in the foregoing general powers of the Board are the following powers and duties, which are listed by way of enumeration and not by limitation:

(1) To elect and remove the officers of the Association;

(2) To administer the affairs of the Association and the Development property;

(3) To designate and/or remove, subject to the terms and conditions of the Master Deed relating to the professional management of the Development, the services of one or more agents to maintain, repair, replace, administer and operate the Development or any part thereof for all the Unit Owners upon such terms and for such compensation and authority as the Board may approve;

(4) To formulate policies for the administration, management and operation of the Development and the Common Elements;

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

(6) To provide for the maintenance, repair, and replacement of the Common Elements as required by the Master Deed, to make payments therefor or to delegate such approval to the officers;

(7) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Development, property and the Common Elements and to delegate any such powers to an authorized agent;

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

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

(10) To fix the estimated annual budgets, and to provide the manner of assessing and collecting from Unit Owners the respective shares of such estimated expenses, as hereinafter provided;

(11) To borrow money for the purpose of repair or restoration of Common Elements without the approval of the members of the Association

(12) To secure insurance policies as required by the Master Deed and in this regard, to review the amounts of coverage afforded by such policy or policies;

(13) To maintain or defend any action in any court or other proceeding on behalf of the Unit Owners which arises in connection with the Common Elements, including but not limited to condemnation or eminent domain actions;

(14) Unless otherwise provided herein or in the Master Deed, to comply with the instructions of a majority of Unit Owners as expressed in resolutions duly adopted at any annual or special meeting of Unit Owners;

(15) To exercise all other powers and duties of Unit Owners as a group referred to in the Act, in the Master Deed or these Bylaws; and

(16) To grant permits, licenses and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Development.

b. Specifically, whenever in these Bylaws or in the Master Deed the Association is given the power to take any action, it is the intention of such instruments that the Board shall act for the Association in all cases, except to the extent that it is expressly provided that action shall be taken upon vote of the Unit Owners.

c. Nothing in these Bylaws shall be considered to grant to the Board, the Association, or to the officers of the Association, any powers or duties which, by law, have been delegated to the Unit Owners.

8. Officers.

a. The officers of the Association shall be a President, a Vice-President, and a Secretary/Treasurer, all of whom shall be elected annually by the Board and who may be removed by vote of the directors at any meeting. Any person may hold 2 or more offices, except that the President shall not also be the Secretary-Treasurer.

The Board may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association. Compensation, if any, of officers shall be fixed by the Board.

b. The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Members from time to time, as the President may, in the President's discretion, determine appropriate, to assist in the conduct of affairs of the Association.

c. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice-President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

d. The Secretary-Treasurer shall keep the minutes of all proceedings of the directors and the Members and shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. The Secretary-Treasurer shall keep the records of the Association and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

9. Indemnification.

a. To the extent not covered by insurance, the Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the Bylaws, and the Developer, against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, the Board, officers, committee members, or Developer, on behalf of the Unit Owners, or arising out of their status as directors, officers, committee members or Developer, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney fees, amounts of judgments paid and amounts paid in settlement), reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, or administrative, in which any such director, officer, committee member or Developer may be involved by virtue of such persons being or having been such director, officer, committee member, or Developer.

b. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be

determined that such party is entitled to be indemnified by the Association as authorized in the Charter or these Bylaws.

c. The Association and the Board shall have the power to raise and the responsibility for raising, by special Assessment or otherwise, any sums required to discharge its obligations under this section; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, officers, members of such committees, or Developer, or out of the aforesaid indemnity in favor of the directors, officers, members of such committees, or Developer shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members or disinterested members of the Board or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be Developer or a director, officer, or a member of a committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

10. Assessments.

a. An annual assessment shall be made every 12th month or as otherwise determined by the Board, and shall be payable in 12 equal payments due on the first day of each month of the year for which the Assessment is made. The Board shall provide the Unit Owners with a copy of the proposed Association budget at least 20 days prior to the adoption of such budget. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the same amount as the immediately preceding annual Assessment. Nothing herein shall limit any authority for special Assessments.

b. If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board may accelerate the remaining installments of the Assessment upon notice thereof to the Unit Owner, and the unpaid balance of the Assessment shall come due upon the date stated in the notice, but not less than 10 days after delivery thereof to the Unit Owner, or not less than 20 days after the mailing of such notice to such Unit Owner by registered or certified mail, whichever shall first occur.

c. In the event that during the course of any year it shall appear to the Board that the annual Assessment, payable monthly, determined as aforesaid, is insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon, a supplemental assessment shall be made to each Unit Owner for such Unit

Owner's proportionate share of such supplemental budget. Such supplemental Assessment shall be paid in a time and manner directed by the Board.

d. The depository of the Association shall be such federally insured bank or banks as shall be designated from time to time by the Board and in which the funds of the Association shall be deposited. Withdrawal of funds from such accounts shall be only by checks signed by such persons as are authorized by the Board. The signatures of two officers of the Association shall be required to sign any check in excess of $10,000, unless the Board has engaged an agent.

e. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each Member not later than 120 days following the year for which the report is made.

f. The Board shall cause to be kept detailed and accurate records of its receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

g. The Board shall, upon receipt of 20 days' written notice to the Association and upon payment of a reasonable fee, furnish any Unit Owner a statement of such Unit Owner's accounts setting forth the amount of any unpaid Assessment or other charges due and owing from such Unit Owner.

11. Rules and Regulations. The Board is expressly empowered to adopt and promulgate, from time to time, reasonable rules and regulations governing the use of the Units and the Common Elements and Development common area, including the imposition of reasonable penalties for violation thereof. All such rules and regulations shall be binding rules and regulations of the Association unless rejected by a resolution adopted at a meeting of the Members. The Board shall give written notice to any Members of the adoption of any new rules and regulations or of the amendment of any existing rule or regulation.

12. Amendments.

a. These Bylaws may be amended in the following manner:

b. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

c. A resolution adopting a proposed amendment may be proposed by either the Board or by the Members. Directors and members not present in person or by proxy at the meetings to consider the amendment may express their approval in writing, providing such approval is delivered to the Board prior to the meeting. Such approvals must be by a majority of the votes of the eligible voting membership of the Association.

d. No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owners so affected shall consent. No amendment shall change any Unit, nor the share in the Common Elements appurtenant to it, nor increase the Unit Owner's share of the Common Expenses, nor the method of assessment for Common Expenses, nor change the voting rights of Members unless the record owner of the Unit concerned and all record owners of liens thereon shall join in the execution of the amendment giving their written approval.

e. A copy of each amendment shall be certified by the President or Secretary-Treasurer of the Association as having been duly adopted.

13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Master Deed, the Charter or these Bylaws.

14. Right to Waive. The Developer may waive in writing any power, duty, or position it may have pursuant to these Bylaws.

15. Compliance with Act. These Bylaws are set forth to comply with the requirements of the Act. In case any of these Bylaws conflict with the provisions of the Act or the Master Deed, the Act or the Master Deed (as the case may be) shall control.

16. Dispute Resolution. In the event that the Unit Owners or the Directors are unable to agree (any such failure or inability to obtain such consent or action or to agree being called a "deadlock" or "impasse"), then upon the request of any Unit Owner or any director, as applicable, the Unit Owners or Directors, as applicable, agree to meet at a location mutually satisfactory to the Unit Owners or Directors and attempt in good faith, utilizing their best efforts (with the assistance of counsel, if desired by either the Unit Owners or Directors), to amicably resolve the deadlock or impasse. If despite such good faith best efforts such deadlock or impasse is not resolved within ten (10) business days after the request for a meeting, any Unit Owner or Director, as applicable, may demand that the deadlock or impasse be submitted to binding arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association. The Unit Owners or Directors may agree upon one arbitrator. In the event the Unit Owners or Directors cannot so agree within ten (10) days following demand for arbitration, then the Unit Owner or Director demanding arbitration shall select an arbitrator, the other Unit Owner or Director shall select an arbitrator, and the arbitrators so selected shall select a third arbitrator. The decision of the majority of such arbitrators shall be binding and conclusive. Should any party refuse or neglect to join in the appointment of an arbitrator, an arbitrator shall be appointed in accordance with the Commercial Arbitration Rules. All arbitration hearings conducted hereunder shall take place in Nashville, Tennessee. The hearing of the matter to be arbitrated shall be at the time and place within Nashville, Tennessee as is selected by the arbitrator(s), but in all cases as promptly as practicable, it being recognized that time is of the essence in order to resolve any such deadlock or impasse. Notice shall be given and the hearing conducted in accordance with the provisions of the Commercial Arbitration Rules. The arbitrators shall hear and determine

the matter and shall execute and acknowledge its award in writing and deliver a copy thereof to each Unit Owner or Director by telecopier and by registered or certified mail. The submission of a dispute to the arbitrators and the rendering of a decision shall be a condition precedent to any right of legal action on the deadlock or impasse. A judgment confirming the award of the arbitrator may be rendered in any court having jurisdiction, or such court may vacate, modify or correct the award but only in the event of arbitrator abuse of discretion or misconduct. Costs and expenses of arbitration, including but not limited to the fees of the arbitrators, shall be borne equally by the Unit Owners or Directors in such proportion as the arbitrator(s) shall determine.

CERTIFICATE

The foregoing Bylaws are hereby adopted as the Bylaws of The Hill Avenue Owner Association, Inc. as of the ___ day of April, 2018.

The Hill Avenue Owner Association, Inc.

By: _____
Name: _____
Title: _____

Drawn By: GG
Checked By: NG
Approved By: DW

A Condominium comprised of Unit A:

Being that portion of Lot 4 of the Resubdivision of Lot 3 of the Final Plat Best One Nashville Realty Subdivision in the city of Nashville, county of Davidson, state of Tennessee, as per recorded plat instrument number 20151117-0116648 Register's Office Davidson County, Tennessee (R.O.D.C.) described as follows:

Commencing at the northwest corner of Lot 4, said corner also being on the southern right-of-way line of Murfreesboro Pike. Thence, leaving said right-of-way line, over and across said Lot 4 , S 56° 03' 25" E for a distance of 65.71' to a point on a line. Said point being the true point of beginning for Unit A. Thence from the POINT OF BEGINNING, S 66° 45' 01" E for a distance of 188.02 feet to a point on a line. Thence, S 23° 01' 59" W for a distance of 70.84 feet to a point on a line. Thence, N 66° 23' 26" W for a distance of 50.37 feet to a point on a line. Thence, S 23° 15' 33" W for a distance of 8.87 feet to a point on a line. Thence, N 66° 54' 19" W for a distance of 137.52 feet to a point on a line. Thence, N 22° 57' 48" E a distance of 79.77 feet to the POINT OF BEGINNING.

The above description contains 14,512 square feet more or less.

Bearings and distances given hereon are based upon said recorded subdivision plat that was prepared by Gresham, Smith, and Partners. This legal description was also prepared by Gresham, Smith, and Partners.

A Condominium comprised of Unit B:

Being that portion of Lot 4 of the Resubdivision of Lot 3 of the Final Plat Best One Nashville Realty Subdivision in the city of Nashville, county of Davidson, state of Tennessee, as per recorded plat instrument number 20151117-0116648 Register's Office Davidson County, Tennessee (R.O.D.C.) described as follows:

Commencing at the northwest corner of said Lot 4, said corner also being on the southern right-of-way line of Murfreesboro Pike. Thence, leaving said right-of-way line, over and across said Lot 4 S 12° 27' 04" E for a distance of 133.23 feet to a point on a line. Said point being the true point of beginning for Unit B. Thence, from the POINT OF BEGINNING, S 66° 38' 14" E for a distance of 80.70 feet to a point on a line. Thence, S 16° 52' 27" W for a distance of 81.30 feet to a point on a line. Thence, S 29° 37' 26" W for a distance of 81.70 feet to a point on a line. Thence, N 66° 35' 08" W for a distance of 80.69 feet to a point on a line. Thence, N 17° 03' 25" E for a distance of 81.31 feet to a point on a line. Thence N 29° 26' 37" E a distance of 81.55 feet to the POINT OF BEGINNING.

The above description contains 14,512 square feet more or less.

Bearings and distances given hereon are based upon said recorded subdivision plat that was prepared by Gresham, Smith, and Partners. This legal description was also prepared by Gresham, Smith, and Partners.

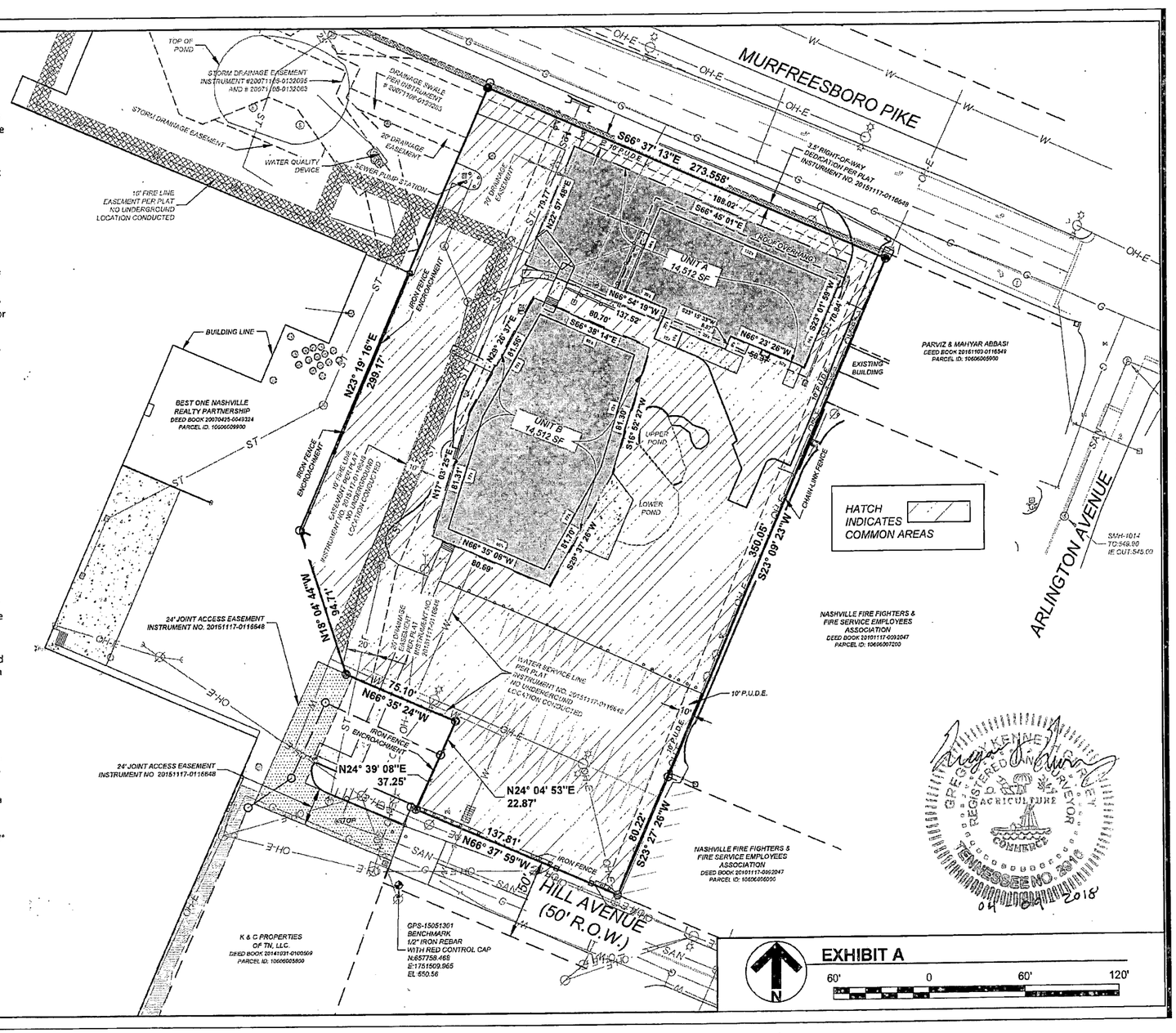


EXHIBIT A

60' 0 60' 120'

G S & P

Design Services For The Built Environment

GRESHAM SMITH AND PARTNERS

www.greshamsmith.com

222 Second Avenue South Suite 1400 Nashville, TN 37201 615.770.8100

HILL AVENUE CONDOMINIUMS EXHIBIT MAP

TAX MAP 106-6, PARCEL 100

Property Owner(s):
Aladdin Park Partners

Property Owner(s) Address:
1517 Church Street
c/o Keith Blaydes
Nashville, TN 37203

Property Address:
600 Hill Avenue
Nashville, TN 37210

Property Information
Parcel ID: 10606010000
Recorded Documents:
DB-20160418-003742
R.O.D.C.
PL-20151117-0116648
R.O.D.C.

This exhibit map was completed under the authority of TCA 62-18-126 and is not a general property survey as defined under rule 0820-3-.07. Chapter 0820-3 Standards of Practice, Rules of the Tennessee Board of Examiners for Land Surveyors. This exhibit map contains the information required per TCA section 66-27-309.

PROJECT:43212.00
DATE: 3/29/2018