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This Instrument Prepared By:
Rochelle, McCulloch & Aulds, PLLC
109 North Castle Heights Avenue
Lebanon, TN 37087

DECLARATION

OF

Cook's Landing Lakeshore Condominiums

ARTICLE I. SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Real Estate. (a) COOK LAND DEVELOPMENT, LLC, a Tennessee limited liability company (the "Declarant" or "Developer"), owner in fee simple of the real estate described in Section 2.02 located in Davidson County, Tennessee, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of T.C.A. §66-27-201 through 507, known as the Tennessee Condominium Act of 2008 (the "Act").

Section 1.2. Defined Terms. Each capitalized term not otherwise defined in this Declaration or in the Plats and Plans shall have the meanings specified or use in the Act.

ARTICLE II. NAMES; DESCRIPTION OF REAL ESTATE; PLAT AND PLANS

Section 2.1. Names.

(a) Condominium. The name of the Condominium is Cook's Landing Lakeshore Condominiums.

(b) Association. The name of the Association is Cook's Landing Lakeshore Owners Association.

Section 2.2. Real Estate. The Condominium is located in Nashville, Davidson County, Tennessee, and the real estate of the Condominium is described in **Exhibit A.**

Section 2.3. Plat and Plans. The Plat, a copy of which is attached hereto as **Exhibit B** is made a part of this Declaration for the purpose of describing the Condominium and the Units.

ARTCLE III. THE ASSOCIATION

Section 3.1. Authority. The business affairs of the Condominium shall be managed by the Association. The Association shall be governed in accordance with its Charter and Bylaws, as amended from time to time.

Section 3.2. Powers.

(a) The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominium.

(b) The Association may assign its future income, including its rights to receive Common Expense assessments, to finance Common Expenses.

Section 3.3 Common Expenses; Assessments.

(a) EXPENSES. The common expenses of the Condominium shall be determined and shared by the Unit Owners, as specified and set forth in this Declaration and applicable exhibits hereto, except as may otherwise be provided by applicable Tennessee law.

The percentage interest in Common Expenses and Assessments is set forth in **Exhibit E**. Any surplus of the Association shall be owned by each of the Unit Owners in the same proportion as their ownership interest in the Common Elements.

(b) ASSESSMENTS AND OTHER CHARGES

(i) Power to Fix and Determine Assessments.

A. In General. The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses and such other sums as are specifically provided for in this Declaration and exhibits attached hereto. The procedure for the determination of all such Assessments shall be as set forth in more detail in the Bylaws. Unless otherwise provided in the resolution levying the Assessment, such Assessment shall be paid in monthly installments with each due on the first of the month. Assessments shall begin upon the conveyance of the first Unit from Developer to a Unit Owner. The Association shall include in the Common Expenses such amounts as are sufficient to satisfy its obligations pursuant to this Declaration, including but not limited to, the following:

(1) maintenance, repair, replacement, management and operation of the Common Elements;

(2) property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the Units and their undivided share of the Common Elements and Limited Common Elements individually, and thereafter only as to such taxes and assessments, if any, as may be assessed against the Condominium Property as a whole);

(3) insurance premiums for insurance procured by the Association (provided that, in accordance with § 66-27-414(c)(3) of the Condominium Act, the cost of insurance may be assessed in proportion to risk as determined by the Board);

(4) legal and accounting fees and expenses of the Association;

(5) management fees, costs and expenses and operating expenses of the Condominium Property and Association;

(6) repairs, replacements, and maintenance expenses (but only as to the Common Elements and Limited Common Elements, except for emergency repairs or replacements to individual Units deemed necessary by the Association to protect the Common Elements and Limited Common Elements);

(7) charges for all Utilities used in common for the benefit of the Condominium (or not separately metered to each Unit) and any bulk-metered or bulk-calculated Utility services rendered to the Condominium Property or the Units for their benefit, including cleaning and janitorial services for the Common Elements and Limited Common Elements (provided that, in accordance with § 66-27-414(c)(3) of the Condominium Act, the cost of Utilities must be assessed in proportion to usage as determined by the Board);

(8) fiber optic, data, voice or other communication system, and all other services maintained by the Association for the use and benefit of the Unit Owners;

(9) liability incurred by the Association in and about the enforcement of its rights and duties against the Unit Owners or other parties, including attorney's and legal assistant's fees and expenses;

(10) reasonable contingency and/or reserve funds for the protection of the members and the Condominium Property;

(11) all other expenses declared by the Board of Directors of the Association to be Common Expenses from time to time, and any and all other sums due from the Association under any agreement, lease, contract or undertaking affecting all or any portion of the Common Elements or Limited Common Elements.

B. Budget for General Assessments. The Board of Directors shall from time to time, and at least annually, prepare and adopt a budget for the Condominium ("Budget for Common Expenses"), determine the amount payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the Bylaws ("General Assessment"). The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the General Assessment payable by each of them as determined by the Board of Directors as aforesaid. The Budget for Common Expenses shall include the reserves required by law or determined appropriate by the Board, the costs of carrying out the powers and duties of the Association and

any other expenses designated as Common Expenses by the Condominium Act, this Declaration, the Charter, the Bylaws or applicable rules and regulations of the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated.

C. Budget Amendments. Any adopted Budget for Common Expenses shall be subject to change by the Board of Directors, and the amount of the General Assessment shall be changed in accordance with such revised Budget for Common Expenses to cover actual expenses at any time.

D. Special Meetings for General Assessment Increases. If the Board of Directors adopts in any fiscal year of the Association a Budget for Common Expenses which requires General Assessments against Unit Owners which exceed one hundred fifteen percent (115%) of General Assessments for the preceding fiscal year, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget, if the Board of Directors receives, within twenty-one (21) days after adoption of the Budget for Common Expenses, a written request for a special meeting from Unit Owners who represent at least fifty percent (50%) of the total votes in the Association. The special meeting shall be conducted within sixty (60) days after adoption of the Budget for Common Expenses. At least fourteen (14) days prior to such special meeting, the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests of the Association. If there is not a quorum at the special meeting or a substitute budget is not adopted, the Budget for Common Expenses previously adopted by the Board of Directors shall take effect as scheduled. Any determination of whether General Assessments exceed one hundred fifteen percent (115%) of General Assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board of Directors does not expect to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property.

E. Other Assessments. In addition to General Assessments, the Board of Directors may levy "Special Assessments," "Capital Improvement Assessments" and "Limited Common Element Assessments" upon the following terms and conditions:

(1) "Special Assessments" shall mean or refer to amounts levied against each Owner and such Owner's Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

(2) "Capital Improvement Assessments" shall mean and refer to amounts levied against each Owner and such Owner's Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from maintenance and repairs) of any capital improvements located or to be located within the Common Elements.

(3) Special Assessments and Capital Improvement Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board.

(4) "Limited Common Element Assessments" shall mean and refer to amounts levied against the Owners of Units for the maintenance, repair, replacement and/or reconstruction of the Limited Common Elements that are appurtenant to such Units.

(5) Unit Owners, by virtue of their taking title to their Unit, agree to the foregoing and acknowledge that they have a contractual obligation and agreement with each other as to the payment of General Assessments, Special Assessments, Capital Improvement Assessments and Limited Common Element Assessments which may be enforced in any court of competent jurisdiction.

(6) Notwithstanding anything herein to the contrary, the Developer during such time as Developer controls the Association as provided in Article I of the Bylaws or the Developer appointed Board shall be authorized to reduce the amount of annual

assessments owed by Unit Owners without the vote of Owners to reflect cost savings not anticipated at the time the initial estimated operating budget for the Association was compiled.

F. Personal Liability. Each Unit Owner shall be personally liable to pay the Assessments levied with respect to each Unit owned by such Unit Owner. Additionally, the Association shall have a lien on each Condominium Parcel to secure payment of the respective Assessments, together with interest thereon, costs, reasonable attorneys' fees incurred by the Association incident to the collection of such Assessments or the enforcement of such lien, and such additional amounts as may be provided by the Condominium Act or other applicable Tennessee law. The Board of Directors may take such action as it deems necessary to collect Assessments or other amounts due by personal action or by enforcing and foreclosing such lien, and may settle and compromise the same if deemed in its best interests. No Owner of a Unit may exempt himself from liability for Unit Owner's contribution toward the Common Expenses by abandonment of the Unit or by refusal or waiver of the use and enjoyment of any of the Common Elements or services for which the fee or cost constitutes a part of the Common Expenses.

G. Default in Payment of Assessments.

(1) Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the rate established from time to time by the Board of Directors from the due date until paid (provided, however, that no such rate shall exceed the maximum allowed by law). In the event the Board has not established such rate, the interest rate shall be 18% per annum or the highest rate permissible under applicable Tennessee law, whichever is less. Each delinquent payment also shall be subject to an administrative late fee in an amount established by the Board from time to time, not to exceed the highest fee permitted by the Condominium Act. If any payment is made by a check that is dishonored by the Unit Owner's bank, all bank charges and collection costs incurred by the Association in connection with such dishonored check shall be due and payable to the Association, and shall be equally secured by the lien described in this subsection below.

(2) The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Condominium Parcel, with interest thereon and for reasonable attorneys' fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien shall be effective on the earliest date allowed by law. The lien shall secure all unpaid Assessments, interest thereon, the administrative late fee (if permitted under applicable law), and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof.

(3) The Association or its assignee may bring an action to foreclose a lien for unpaid Assessments in the manner a mortgage or deed of trust with power of sale on real property is foreclosed in Tennessee and may also bring an action at law to recover a money judgment for the unpaid Assessments and other amounts due without waiving any claim of lien. In furtherance thereof, and in order to secure payment of each Unit Owner's payment obligations pursuant to this Declaration, including without limitation, its obligation to pay Assessments to the Association and to pay any other sums payable by such Unit Owner (all such obligations being hereinafter referred to as the "Payment Obligations"), each Unit Owner, its successors and assigns, hereby transfers and conveys his/her/its Unit and all appurtenances thereto in trust to Michael Stewart, a resident of Davidson County, Tennessee ("Trustee"), as trustee with power of sale, for the benefit of the Association. If any Unit Owner fails or refuses to pay Payment Obligations which are due and owing by such Unit Owner to the Association, such Unit Owner's Unit may be sold by Trustee to the highest bidder at public auction in front of the courthouse door of Davidson County, Tennessee, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper of general circulation published in Davidson County, Tennessee (the first such publication to be at least twenty (20) days prior to the date of the sale) and, upon payment of the purchase money, Trustee or any person conducting the sale for Trustee is authorized to execute to the purchaser at said sale a deed to the Unit purchased at such foreclosure sale. The foreclosure sale may be adjourned from time to time by Trustee or his designee, at the place of sale on the date the sale is originally set, or on the

date of any adjournment thereof, and may be reset at a later date or dates, by announcement without any additional publication. Trustee shall be under no duty to take any action hereunder except as expressly required hereunder or by law, or to perform any act which would involve Trustee in any expense or liability or to institute or defend any suit in respect hereof, unless properly indemnified to Trustee's reasonable satisfaction. Trustee may resign at any time upon giving thirty (30) days' notice to the Association. The Association may remove Trustee at any time or from time to time and select a successor trustee. Trustee shall have the right to rely on any instrument, document, or signature authorizing or supporting an action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine. Trustee shall be entitled to reimbursement for actual expenses incurred by Trustee in the performance of Trustee's duties hereunder and to reasonable compensation for such of Trustee's services hereunder as shall be rendered. The Association is entitled to recover its costs and reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

(4) As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the balance of General Assessment installments due for the remainder of the fiscal year and payments of other known Assessments to be accelerated and shall thereupon be immediately due and payable. In the event that the amount of such accelerated installments or payments changes, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of the same taking effect.

(5) Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued as provided above, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection as aforesaid and then to the delinquent and any accelerated Assessments. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation or instruction placed on or accompanying a payment.

(6) The Association shall give written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments at least thirty (30) days before institution of any foreclosure action with respect to such lien. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the Association may proceed with the foreclosure action and may recover attorneys' fees and costs as permitted by law.

(7) The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose a lien, and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the Unit Owner may be required to pay a reasonable rental for the Unit or the period of time such Unit is occupied by the Unit Owner, or anyone by, through or under such Unit Owner, and the Association may request the appointment of a receiver to collect same from the Unit Owner and/or Occupant.

(8) If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased while the foreclosure action is pending, the Association is entitled to the appointment of a receiver to collect the rent, the expenses of such receiver to be paid by the party that does not prevail in the foreclosure action.

(9) In the event the holder of a first deed of trust encumbering a Unit or other purchaser at foreclosure sale conducted incident to the foreclosure of a first deed of trust, shall obtain title to a Unit by foreclosure, or by deed in lieu of foreclosure, such first mortgagee or purchaser, its or their successors and assigns, shall be liable for Assessments or other related expenses authorized under the Condominium Act secured by the claim of lien only to the extent provided by the Condominium Act. If, due to the applicable provisions of the Condominium Act, any unpaid share of the Assessments or other related expenses authorized under the Condominium Act are not required to be paid, then such unpaid share or other related expenses authorized under the Condominium Act shall be deemed to be a Common Expense collectible from all of the

Unit Owners, including such acquirer and such acquirer's successors and assigns. Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage of record, or by virtue of a deed given in lieu of foreclosure, as specifically provided hereinabove, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall be obligated for all unpaid Assessments and other amounts due from the former Unit Owners. The Association, acting through its Board of Directors, shall continue to have lien rights as referenced in this Article.

(10) Within fifteen (15) days after request by a Unit Owner or Eligible Mortgage Holder of a Unit, the Association shall provide a certificate stating all Assessments and other monies owed to the Association by the Unit Owner with respect to such Owner's Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

H. Capital Reserves. The Association shall maintain a reserve fund to be used solely for making capital expenditures in connection with the Common Elements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of the improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the annual Assessment that shall be added to the Capital Reserve, and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual Assessment paid by such Unit Owner. Such reserves may be waived or reduced on an annual basis as determined by the Board. Extraordinary expenditures not originally included in the annual estimate that may become necessary during the year shall be charged first against such portions of any contingency reserve or Capital Reserve, as applicable, which remains unallocated. If the "estimated cash requirement" proves inadequate for any reason or in the event a non-recurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a separate Assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

I. Working Capital Funds. At the time the initial sale of each Unit is closed, the purchaser of each Unit shall have a one-time obligation to pay to the Association an amount equal to two (2) times the first full monthly Assessment for such Unit. This sum shall be used and applied for start-up costs and as a working capital fund in connection with all initial operating expenses for the Common Elements. This payment shall not be refundable or applied as a credit against the Unit Owner's monthly Assessments, and shall not be used by the Developer to resolve any budget deficits during the time the Developer is in control of the Association.

Section 3.4 Declarant Control. The Declarant shall have all the powers reserved in §67-27-403(c) of the Act to appoint and remove officers and members of the Board of Directors. The Declarant Control Period shall expire on that date which is one hundred twenty (120) days after conveyance of seventy-five percent (75%) of the Units to unit owners other than Declarant.

Section 3.5 Charter and By-Laws. A sample copy of the Charter and By-Law of the Association are attached hereto as **Exhibit F**

ARTICLE IV. UNITS

Section 4.1. Identification of Units. The identifying number of each Unit is shown on the Plat or Plans or both.

Section 4.2. Unit Boundaries. The boundaries of each Unit are located as shown on the Plat and Plans and are more particularly described as follows:

(a) Walls, floors and ceilings are designated as boundaries of a Unit;

(b) Each Unit shall include the heating, hot water and air conditioning apparatus exclusively serving the Unit whether or not located within the boundaries of the Unit.

Section 4.3. Alternations of Units. Subject to the approval of the Board of Directors, a Unit may be improved or altered as provided in §66-27-311 of the Act if the Owner of the Unit and any affected mortgagee shall submit to the Board of Directors such application as shall be reasonably acquired.

Section 4.4. Relocation of Boundaries Between Adjoining Units. Subject to the approval of the Board of Directors, the boundaries between adjoining Units may be relocated by an amendment to the declaration as provided in §66-27-312 of the Act if the Owners of those Units and their respective mortgagees submit to the Board of Directors such application as shall reasonably be required. If approved, the Association shall prepare, execute, and record an amendment to the Declaration at the expense of the Owners of the affected Units.

Section 4.5. Subdivision of Units. Upon approval of the Board of Directors, a Unit may be subdivided into two or more Units as provided in 66-27-313 of the Act if the Owner of the Unit to be subdivided and any affected mortgagees shall submit to the Board of Directors such application as shall be reasonably required. If approved, the Association shall prepare, execute and record an amendment to the Declaration at the expense of the Owner of the subdivided Unit.

Section 4.6. Requirements for Approval. The Board of Directors may condition its approval of any application submitted pursuant to Sections 4.4, 4.5, and 4.6 hereof upon additional requirements related to preservation of the structural integrity, aesthetics, operating efficiency, and protection of the Condominium and other Unit Owners including, without limitation, minimum Unit size requirements, acceptable architectural and engineering plans, maintenance of liability and workman's compensation insurance during construction, performance and payment bonds, or otherwise, the expense of which shall be borne by the affected Owners of the affected Units.

ARTICLE V. LIMITED COMMON ELEMENTS

Section 5.1. Limited Common Elements.

(a) A "Limited Common Element" means a portion of the Common Elements, designated in this Declaration, or on the Plat and Plans, or by the Act, for the exclusive use of one or more but fewer than all of the Units.

(b) The following portions of the buildings, in addition to the portions described in §67-27-302(2) and §67-27-302(4) of the Act, are designated as Limited Common Elements:

(i) doors leading from Units to interior corridors which are Common Elements;
(ii) the utility meter serving a particular Unit; and
(iii) roofs
(iv) porch, deck or patio

Section 5.2. Allocation of Reserved Limited Common Elements.

(a) Portions of the Common Elements are marked on the Plat and Plans as "Common Elements which may be allocated as Limited Common Elements." These portions of the Common Elements include, without limitation, vehicle parking areas, portions of the basement of the building which may be used for storage purposes and others.

(b) The Declarant reserves the right to allocate specified areas which constitute a part of these Common Elements as Limited Common Elements for the exclusive use of the owners of Units to which these specified areas shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Element areas pursuant to the provision of §67-27-308 of the Act (i) by making such allocation in a recorded instrument, or (ii) in the deed to he Unit to which such Limited Common Element parking or storage area shall be

appurtenant, or (iii) by recording an appropriate amendment to this Declaration. Such allocations by the Declarant may be to Units owned by the Declarant.

Section 5.3. Association License of Common Elements. The Plat or Plans identify certain "Common Elements or Limited Common Elements Available for License." Subject to any reserved Development Rights of the Declarant, the Board of Directors may designate such Common Elements from time to time for use by less than all of the Unit owners or by non-owners for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board of Directors. Any such designation by the Board of Directors shall not be a sale or disposition of such portions of the Common Elements.

ARTICLE VI. MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1. Limited Common Elements. The owner of a Unit to which any doorstep, stoop, porch, balcony or patio is allocated shall be responsible for removal of snow, leaves and debris therefrom. The Owner of the Unit to which the Limited Common Elements described in Exhibit C are allocated shall maintain, repair and replace those Limited Common Elements. allocated pursuant to 5.2(a)

Section 6.2. Expense Allocation. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed equally against the Units to which the Limited Common Element is assigned.

ARTICLE VII.

DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

Section 7.1. Development Rights. The Declarant reserves the following Development Rights:

(a) The right to amend this Declaration, the Plat and the Plans for the purpose of altering the boundaries between adjoining Units, subdividing Units, and changing the allocated percentage of ownership allocated to such Units owned by the Declarant prior to the first conveyance of any such Units to a person other than the Declarant.

(b) The right to allocate specified areas which constitute a part of the Common Elements as Limited Common Elements for the exclusive use of the owners of Units to which these specified areas shall become appurtenant as provided in Section 5.2 of this Declaration.

(c) The right to grant licenses for use by parties who are not Owners of Units of areas identified on the Plat or Plans as "Common Elements or Limited Common Elements Available for License." Such right shall be subject to an obligation of the Declarant or the holder of such right to pay an equitable share of the Common Expenses attributable to such licensed Common Elements or Limited Common Elements.

(d) The right to establish one or more exterior audio, television, microwave or other antennae or antennae dish or signal capture and distribution device as a Common Element for the Condominium as set forth in Section 9.1(d) of this Declaration.

7.2. Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

(a) The right to complete or make improvements indicated on the Plats and Plans;

(b) The right to exercise any Development Right;

(c) The right to maintain sales offices, management offices, signs advertising

the condominium, and modes in Units or on the Common Elements;

(d) The right to grant, use and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration; and

(e) The right to appoint or remove any officer of the Association or any Director during the Declarant Control Period consistent with the Act;

(f) The right to exercise any other rights reserved to the Declarant in this Declaration.

Section 7.3. Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant for the lesser of the period of time specified in the Act or this Declaration, as the case may be. If neither the Act nor the Declaration specifies a time within which such right may be exercised, it may be exercised at any time.

ARTICLE VIII. ALLOCATED INTERESTS

Section 8.1. Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability and votes in the Association allocated to each Unit are set forth in **Exhibit D**.

Section 8.2. Determination of Allocated Interests. The interest allocated to each Unit has been calculated as follows:

(a) the undivided interest in Common Elements, on the basis of the total number of units;

(b) the percentage of liability for Common Expenses, on the basis of total number of units;

(c) the number of votes in the Association, on the basis of total number of units.

ARTICLE IX. RESTRICTIONS ON USE, ALIENTATION AND OCCUPANCY

Section 9.1. Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved by the Declarant, the following use restrictions apply to all Units and to the Common Elements:

(a) Residential Use. No part of the Units or the Common Elements may be used for purposes other than housing and the related common purposes for which the Condominium was designed and as allowed by municipal zoning laws. Each Unit, or any two or more adjoining Units used together, shall be used as a residence or such other use permitted by this Declarant, and for no other purpose, except that professional and quasi-professional people may use their residence (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be constructed in such manner as to prohibit the Owner of the Unit from: (i) maintaining a personal professional library; (ii) keeping his personal business or professional records or accounts; (iii) handling his personal business or professional telephone calls or correspondence, (iv) leasing or renting the Unit for long term or short term rental, subject to any applicable law, ordinance, rule or regulation of such use. Such uses are expressly declared customarily incident to the principal residential use and not in violation of the foregoing restriction.

(b) Improper Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners of the Units. A Unit Owner shall not do

or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements that will increase the rate of insurance on the Condominium.

(c) Signs. No signs or other advertising devices shall be displayed which are visible form the exterior of any Unit or on the Common Elements, including "For Sale" signs, except in conformity with Rules and Regulations promulgated by the Board of Directors.

(d) Antennae. No exterior radio, television, microwave, or other antennae or antennae dish or signal capture of distribution device shall be permitted outside any Unit except as expressly permitted by applicable law. The Declarant or the Association may establish one or more exterior audio, television, microwave or other antennae or antennae dish or signal capture and distribution device as a Common Element for the Condominium.

(e) Rules and Regulations. In addition to the restrictions set forth in subparagraphs (a)-(d) of this Section 9.1, the use of Units, the Common Elements, and the Limited Common Elements shall be subject to such Rules and Regulations as maybe adopted by the Association.

9.2. Restrictions on Alienation. A Unit shall be subject to the following restrictions on alienation:

(a) A Unit may not be conveyed pursuant to a time-sharing arrangement.

(b) A Unit may not be leased or rented for a term of less than 60 days. All leases and rental agreements shall be in writing and subject to the reasonable requirements of the Board of Directors.

ARTICLE X. EASEMENTS AND LICENSES

Section 10.1. Recording Data. All easements and licenses to which the Condominium is presently subject are shown on the Plat. In addition, the Condominium may be subject to other easements or licenses granted by the Declarant pursuant to Section 7.2 in this Declaration.

ARTICLE XI. RIGHTS OF MORTGAGEES

Any lien for assessment shall be subordinate to a first mortgage on the Unit.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by a general partner and duly authorized agent this _____ day of _____, 20_____.

DECLARANT

COOK LAND DEVELOPMENT, LLC

By:_____
RICK COOK, Chief Manager

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a notary public in and for the state and county aforesaid, **RICK COOK**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he is **Chief Manager** of **COOK LAND DEVELOPMENT, LLC**, the within-named Declarant, and as such authorized officer, being given the authority to so do, executed the within instrument on behalf of the company by signing its name as such authorized officer.

WITNESS my hand and official seal at office, this 26th day of July, 2017.

_____
NOTARY PUBLIC

My commission expires: 6-20-2021

BRYANT L. GRANTHAM
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

EXHIBIT A

DESCRIPTION OF LAND

EXHIBIT "A"

Map/Parcel 053-08-0-014.00:

Being the northwesterly ½ of Lots Nos. 1, 2, and 3 of Block 14, on the map of Dabbs & Elliot's Subdivision at Old Hickory, Tennessee, as of record in Book 547, Page 127, Register's Office for said county.

Said part of said lots fronts 72 feet on the southwesterly side of Pitts Avenue and runs back between parallel lines, along the southeasterly margin of 22nd Street, 150 feet to a dead line.

Map/Parcel 053-08-0-019.00:

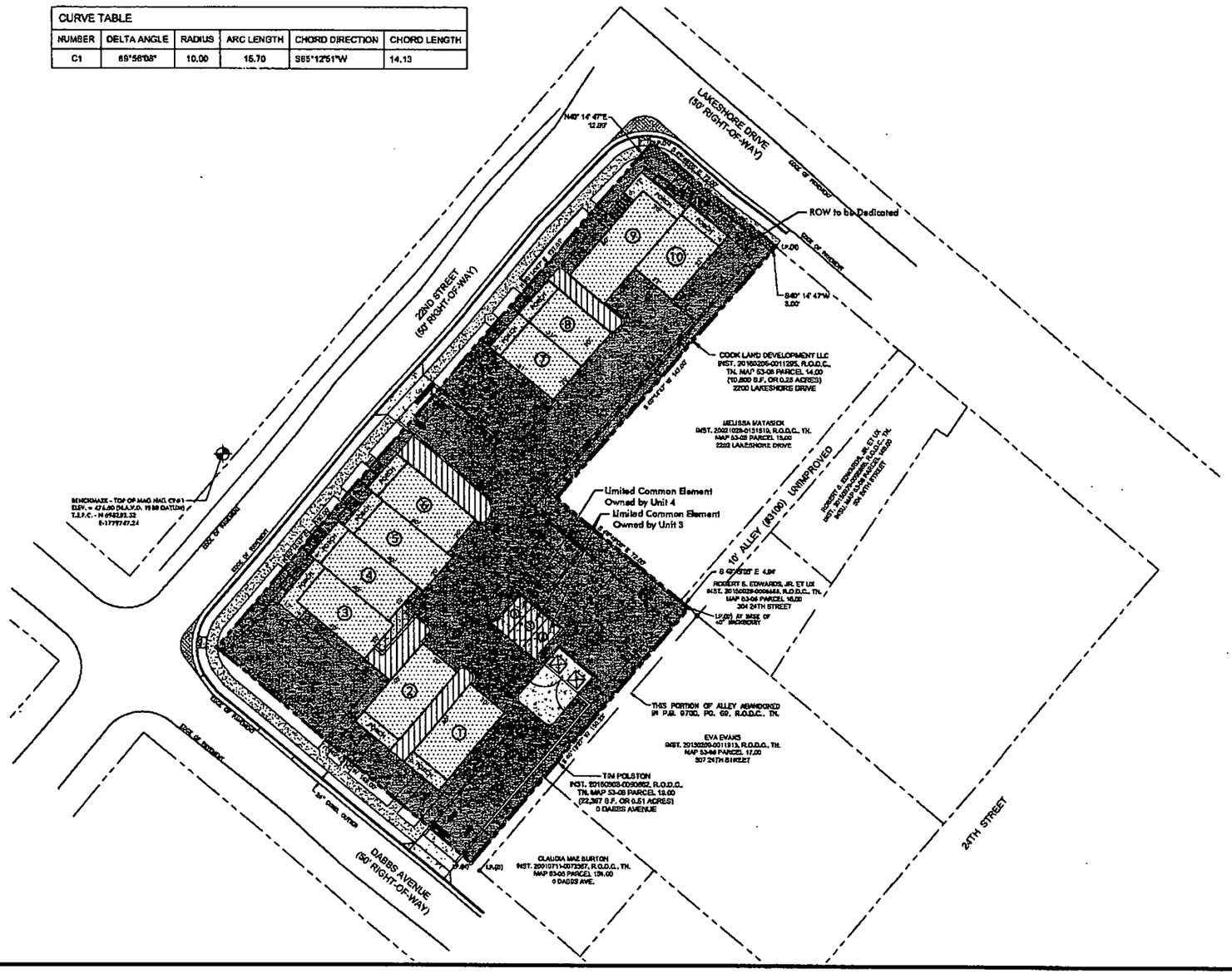
Land located in Lakewood, Davidson County, Tennessee, and being a portion of Lot 1 on the Final Plan of Phase Four of The Villas of Lakemeade, as of record in Plat Book 9700, Page 69, in the Register's Office of Davidson County, Tennessee, recorded November 30, 1995, and being more particularly described as follows:

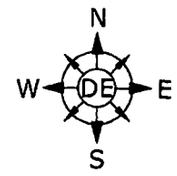
Beginning at the intersection of the Southeasterly right-of-way of 22nd Avenue and the Northeasterly right-of-way of Dabbs Avenue, being the Northwest corner of the aforementioned Lot No. 1; thence following the Southeasterly right-of-way of 22nd Avenue, North 40 deg. 14 min. 47 sec. East for a distance of 150.00 feet to the Northeast corner of the aforementioned Lot No. 1; thence leaving said right-of-way of 22nd Avenue with the Northeasterly boundary of the aforesaid Lot No. 1; South 49 deg. 49 min. 05 sec. East for a distance of 144.00 feet to a point, said point being 63.73 feet, North 49 deg. 49 min. 05 sec. West of the Southeast corner of the aforementioned Lot No. 1; thence leaving the Northeasterly boundary of aforesaid Lot No. 1 with a line dividing aforesaid Lot No. 1, South 40 deg. 14 min. 47 sec. West for a distance of 149.97 feet to a point on the Northeasterly right-of-way of Dabbs Avenue, thence following the Northeasterly right-of-way of Dabbs Avenue North 49 deg. 49 min. 52 sec. West for a distance of 144.00 feet to the point of beginning, containing 21,598 square feet, or 0.50 acres, more or less.

Being the same property conveyed by COOK LAND DEVELOPMENT, LLC by warranty deed dated March 24, 2017 from TIM POLSTON, of record at Instrument No. 20170411-0035186 in the Register's Office of Davidson County, Tennessee.

EXHIBIT B
Plat

CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	89°56'08"	10.00	15.70	S85°12'51"W	14.13





Scale 1" =60'

- Common Element
- Limited Common Element
- Private Element

UNIT	TOTAL SF
1	2,213
2	2,213
3	2,709
4	2,213
5	2,213
6	2,213
7	1,802
8	1,802
9	2,528
10	2,280

UNIT SQUARE FOOTAGE
NOTE: ALL UNITS ARE 2 STORIES

Date: July 27, 2017

Cook's Landing Lakeshore Condominiums
Tax Map 53-08, Parcels 14.00 & 19.00
Nashville, Davidson County, Tennessee

DEWEY ENGINEERING

Exhibit

1

EXHIBIT C
Allocated Limited Common Elements

1. Unit 4- 1 Parking Space as shown on plat

2. Unit 3- 2 Parking Spaces as shown on plat

EXHIBIT D

TABLE OF INTERESTS

Unit	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association	Limited Common Elements
1	10	10	1	
2	10	10	1	
3	10	10	1	2 parking sp
4	10	10	1	1 parking sp
5	10	10	1	
6	10	10	1	
7	10	10	1	
8	10	10	1	
9	10	10	1	
10	10	10	1	
	100%	100%	10	

EXHIBIT E
Charter and By-laws for the Association

CHARTER
OF
COOK'S LANDING LAKESHORE OWNERS ASSOCIATION, INC.

In compliance with the requirements of the Tennessee Nonprofit Corporation Act, T.C.A. §48-51-101 et. seq. (the "Act"), the undersigned, having the capacity to contract and acting as the incorporator of a nonprofit property owners association under the Act, adopts the following Charter for such association.

1. The name of the corporation is COOK'S LANDING LAKESHORE OWNERS ASSOCIATION, INC., hereinafter called the "Corporation".

2. The Corporation is a mutual benefit corporation.

3. The street address and zip code of the Corporation's initial registered office, the county in which the office is located, and the name of its initial registered agent at that office is:

   _____
   _____
   _____

4. The name and address and zip code of each incorporator is as follows:

   Gregory S. Gill, Incorporator
   109 North Castle Heights Avenue
   Lebanon, TN 37087
   County of Wilson

5. The street address and zip code of the principal office of the Corporation is as follows:

   _____
   _____
   _____

6. The Corporation is not for profit.

7. The Corporation will have members.

8. This Corporation does not contemplate pecuniary gain or profit to the members thereof. The purpose for which the Corporation is organized is to maintain the common areas and facilities and to enforce the restrictions and covenants of the Cook's Landing Lakeshore Condominiums and perform all duties and functions of the Cook's Landing Lakeshore Owners Association, as described in that certain Declaration for Cook's Landing Lakeshore Condominiums recorded in the Register's Office for Davidson County, Tennessee, hereinafter called the "Declaration", and any additions thereto as may hereafter be brought within the jurisdiction of the Corporation, and for this purpose to:

   (a) exercise all of the powers, rights and privileges and to perform all the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided;

   (b) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

   (c) acquire by purchase or otherwise, own, hold, improve, build upon, operate, maintain, repair, convey, sell, lease, transfer, dedicate for public or private use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of the class of members entitled to vote, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all of any part of the property within the Development or common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the class of members, agreeing to such dedication sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional commercial property and Common Areas, consistent with the terms of the Declaration; and

(g) have and exercise any and all powers, rights and privileges which a corporation organized under the Act by law may now or hereafter have or exercise.

9. Every person or entity who is record owner of a fee or undivided fee interest in any Unit, and has voting rights as specifically set out in the "Declaration" as recorded in the Register's Office for Wilson County, Tennessee, as it may be amended from time to time, shall be a member of the Corporation. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Voting rights of members are governed by the terms of the Declaration.

10. The affairs of this Corporation shall be managed by a Board of Directors consisting of at least three members. The number of directors and the method of electing the same shall be provided in the By-Laws of the Corporation.

    As provided in Tennessee Code Annotated §48-58-601 and to the fullest extent permitted by the Tennessee Nonprofit Corporation Act, as in effect on the date hereof and as hereafter amended from time to time, a director of the corporation shall not be liable to the corporation or its members for monetary damages for breach of a fiduciary duty as a director. If the Tennessee Nonprofit Corporation Act or any successor statute is amended after adoption of this provision to authorize corporate action further eliminating or limiting the personal liability of directors then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Business Corporation Act, as so amended from time to time, or such successor statute. Any repeal or modification of this paragraph by the members shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification or with respect to event occurring prior to such time.

11. The Corporation may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of the class of members entitled to vote. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the residual assets of the Corporation shall be distributed as follows: to the members in accordance with their respective interest in the corporation.

12. Except for those amendments which the Tennessee Nonprofit Corporation Act expressly permits to be made by the Directors of the Corporation or by the Developer pursuant to the Declaration, any amendment to this Charter must be approved by not less than two-thirds (2/3) of the class of members entitled to vote under the Declaration.

IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of Tennessee, the undersigned being the incorporator of this Corporation, has executed this Charter.

Dated: July ____, 2017.

INCORPORATOR:

GREGORY S. GILL

BY-LAWS
OF
COOK'S LANDING LAKESHORE OWNERS ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

The following words, when used herein, shall have the following meanings:

Section 1. "Association" shall mean Cook's Landing Lakeshore Owners Association, Inc., a Tennessee not-for-profit corporation, its successors and assigns, which has as its members all owners of Lots in the Property. "Charter" shall mean the Articles of Incorporation of the Association as filed with the Office of the Secretary of State for Tennessee.

Section 2. "Board of Directors" shall mean the Board of Directors of the Association as described in Article IV hereof.

Section 3. "Declaration" shall mean the instrument headed "Declaration of COOK'S LANDING LAKESHORE" recorded in the Register's Office for Davidson County, Tennessee, as hereafter amended.

Section 4. "Developer" & "Declarant" shall have the meaning given it in the Declaration.

Section 5. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 6. "Common Area" shall have the meaning given it in the Declaration.

Section 7. "Unit" shall have the meaning given it in the Declaration.

Section 8. "Unit Owner" shall have the meaning given it in the Declaration.

Section 9. "Plat" shall have the meaning given it in the Declaration.

Section 10. "Property" shall have the meaning given it in the Declaration.

ARTICLE II
NAME AND LOCATION

The name of the Association is Cook's Landing Lakeshore Owners Association, Inc. The initial principal office of the Association shall be located at _____. 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 III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within fifteen days of the anniversary of the first regular annual meeting each year thereafter, at the hour of 7:30 o'clock P.M.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, forty percent (40%) of the votes shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors of the Association shall consist of three (3) persons, who need not be Members of the Association, who shall be appointed by the Declarant. From the first annual meeting of the Members and thereafter, the Board of Directors shall consist of three (3) persons. Developer shall have the right to appoint the initial board and all replacement board Members during the Declarant Control Period.

Section 2. Term of Office. At a special meeting following the expiration of the Declarant Control Period, the Members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years. Thereafter, at each annual meeting the Members shall elect directors for a term of three years for the vacancies that are to be filled.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Association, or in the case of the initial Board, by the Developer. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board, or in the case of the initial Board, by the Developer, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation from any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. 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 written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. Such nominations may be made from among Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at intervals established by the Board without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The Board shall meet at least quarterly for the first year and thereafter from time to time as established by the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) 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 or the Declaration;

(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.

Section 2. Duties. 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 at any special meeting when such statement is requested in writing by one-fourth (1/4) of Members who are entitled to vote.

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) Send written notice of each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Lot Owner personally obligated to pay the same.

(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, hazard, and other insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) Cause the Common Area to be maintained and kept clean of debris,

(h) Cause the lawns, shrubs, trees, bushes and other foliage of each residence to be maintained and kept clean of debris.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4, of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX
COMMITTEES

The Board of Directors may appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The books, records, and papers of the Association and the Declaration, Charter and Bylaws shall be available for inspection by any Member or to the holder, guarantor or insurer of any first mortgage at the principal office of the Association, during normal business hours where copies may be purchased at a reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the date of delinquency at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Declarant shall not be required to pay assessments as to any Unit it owns during the Declarant Control Period.

ARTICLE XII
AMENDMENTS

Section 1. During the Declarant Control Period, these By-laws may not be amended without the consent of Declarant, which consent shall be at Declarant's sole and absolute discretion. Following the expiration of the Declarant Control Period, these Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person, or by proxy.

Section 2. In the case of any conflict between the Charter and these Bylaws, the Charter shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Cook's Landing Lakeshore Owners Association, Inc., have hereunto set our hands this _____day of_____, 201_____.

_____

_____

_____

CERTIFICATE

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Cook's Landing Lakeshore Owners Association, Inc., a Tennessee not-for-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____day of_____, 20__.

_____

SECRETARY