

Cedar Falls

Exhibit A

to the Declaration of Covenants and Restrictions

CHARTER OF CEDAR FALLS HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of section 48-52-102 of the Tennessee Non-Profit Corporation Act, the undersigned hereby submits its Charter and states as follows:

Article 1

The name of the Corporation is Cedar Falls Homeowners Association, Inc.

Article 2

This Corporation is a mutual benefit corporation.

Article 3

The address of the registered office of the Corporation in Sevier County, Tennessee is:
P.O. Box 354, Pigeon Forge, Tennessee 37862 (Amended 8/23/2007)

Article 4

The registered agent for the Corporation office is: The President of the Cedar Falls Home Owners Association, Inc. Each time a new president is elected, an update must be filed with the Secretary of State of Tennessee. (Amended 7/29/2017)

Article 5

The street address of the principal office of the Corporation is:
P.O. Box 354, Pigeon Forge, Tennessee 37862 (Amended 8/23/2007)

Article 6

The Corporation is not for profit.

Article 7

The duration of the Corporation is perpetual.

Article 8

PURPOSE AND POWERS OF THE ASSOCIATION

The purpose or purposes for which the Corporation is organized are:

(a) to establish an association of homeowners to provide for maintenance, preservation and architectural control of the residence Lots and common area with Cedar Falls, a subdivision located in Sevier County, Tennessee, and, to promote the health, safety and welfare of the residents within the development.

(b) the Corporation is irrevocably dedicated to and operated for non-profit purposes; and no part of the income or assets of the Corporation shall be distributed to nor enure to the benefit of any individual.

(c) the Corporation is organized exclusively for such trade and activities as may be engaged in by exempt organizations under § 528 of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

(d) exercise all powers and privileges and to perform all duties and obligations of the Association as set forth in the Declaration of Covenants and Restrictions applicable to the property and any amendments thereto, said Declaration being incorporated herein as if set forth verbatim.

Article 9

Except as otherwise provided for herein, the Corporation shall have all powers conferred to a Tennessee non-profit corporation under the provisions of Title 48 of the Tennessee Code Annotated, subject to the following limitations:

(i) In the event of the dissolution of the Corporation or the winding up of its affairs or liquidation of its assets, the Corporation's property shall not be conveyed to any organization created or operated for profit or to any individual for less than the market value of such property, and all assets remaining after the payment of the Corporation's debts shall be conveyed or distributed only to an organization or organizations created and operated for non-profit purposes similar to those of the Corporation, other than one created for religious purposes;

(ii) No part of the net earnings of the Corporation shall enure to the benefit of, or be distributable to its members, Trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to

make payments and distributions. In furtherance of the purposes set forth in this article, no substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any activities not permitted to be carried on (a) by a Corporation exempt from Federal Income Tax under § 528 of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law);

(iii) Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such a manner, or to such organization or organizations organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization or organizations under § 528 of the Internal Revenue law, as the Board of Directors shall determine.

Article 10

The provisions of this charter that relate to Members and Directors are as follows:

(a) the Corporation shall have Members; the manner of election, appointment, qualifications, and rights of Members, including voting rights, are as to be provided in the By-Laws of the Corporation and the Declaration of Covenants and Restrictions for Cedar Falls.

(b) the Corporation shall have a Board of Directors who shall be elected as provided in the By-Laws.

(c) the Directors shall serve without compensation. Directors shall serve terms as set forth in the By-Laws of the Corporation.

(d) the Officers of the Corporation, as provided by the By-laws of the Corporation, shall be elected by the Board of Directors of the Corporation, in the manner therein set out and shall serve until their successors are elected and have qualified. The Board of Directors shall elect the regular Officers of the Corporation at the first regular meeting following the annual meeting for terms of one (1) year. The annual meeting shall be held on a date as determined by the Board of Directors. The Officers of the Corporation shall serve without compensation. (Amended 8/2/2017)

Article 11

By-laws of the Corporation may be adopted or amended as provided in the By-Laws of the Corporation, so long as they are not inconsistent with the provisions herein.

Article 12

To the fullest extent permitted by Tennessee Non-Profit Corporation Act, a Director of the Corporation shall not be liable to the Corporation for monetary damages for breach of fiduciary duty as a Director. If the Tennessee Non-Profit Corporation Act is amended after the date hereof 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 Non-profit Corporation Act, as so amended from time to time. Any repeal or modification of this Article 12 by the Directors of the Corporation 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 events occurring prior to such time.

IN WITNESS WHEREOF, I attest and certify that this instrument is a compilation of the original Charter and all amendments recorded with the Secretary of State of Tennessee to date.

CEDAR FALLS HOMEOWNERS ASSOCIATION, INC.

By: Chris Schultz

Its: President

STATE OF TENNESSEE)
COUNTY OF SEVIER)

Personally appeared before me, the undersigned, a Notary Public, Chris Schultz, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of Cedar Falls Homeowners Assoc., Inc. and is authorized to execute this instrument on its behalf.

Witness my hand, at office, this 15th day of August, 2017.

Keely Shrader

Notary Public

My Commission Expires: Feb 23 2021

