

Prepared By:
This instrument prepared by Cedar Falls H.O.A., Inc.
Sam King, President, CFHOA
2746 Cedar Falls Way
Sevierville, Tn. 37862

Cedar Falls

(PHASES I, II, III AND IV)

AMENDMENT AND RECONCILIATION OF,
The Declaration of Covenants and Restrictions- of the Cedar Falls Homeowners Association, Inc.

WITNESSETH

WHEREAS, the Developer of the Cedar Falls Development caused to be recorded four sets of Covenants and Restrictions applicable to various phases of Cedar Falls, the same being recorded in Book 1498, Page 431, Book 1798, Page 787, Book 1975, Page 312 and Book 2124, Page 329 in the Register's Office of Sevier County, Tennessee; and,

WHEREAS, the Members of the Association have previously amended such documents,

NOW, THEREFORE, the Cedar Falls Property Owners, through the requisite affirmative vote of the membership of the Cedar Falls Homeowners Association, Inc., at their Special meeting held on the 21st day of October, 2009 have adopted the following amendments to the Declaration of Covenants and Restrictions of the Cedar Falls Homeowners Association, Inc., identified above:

Article 9 Land Use, Building Type and Rental

Revise paragraph 1 to read as follows:

1. All the lots in said subdivision shall be known and designated as residential lots.

Article 9 Land Use, Building Type and Rental

Delete paragraph 4 in it's entirety.

Article 10- Building and ImprovementRestrictions

Revise paragraph 9 to read as follows:

9. MAILBOXES. Only one mailbox shall be located on any lot. Residents requiring a mailbox shall purchase same from the CFHOA. This shall be the only approved mailbox, and the price will be based on the Association's cost.

Article 11 General Protective Covenants

Revise paragraph 1 to read as follows:

1. RESIDENTIAL PURPOSES. All lots are and shall be restricted exclusively to single family residential use; and for nightly rental or written annual lease. Monthly rental of any residence is strictly prohibited.

Article 25 Covenant For Maintenance Assessments

Revise Section 8 to read as follows:

Section 8. EFFECT OF NON-PAYMENT OF ASSOCIATION AND REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum; and shall also incur a "late fee" of \$75 if not paid within 60 days from the due date. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien

BK/PG: 3441/799-800
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2 PGS : RESTRICTIONS	
MONTIE BATCH: 160561	
10/30/2009 - 09:24 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, SEVIER COUNTY
SHERRY ROBERTSON HUSKEY
REGISTER OF DEEDS

against the property. In addition to the amounts due, plus interest, the Association may add reasonable attorney's fees for collection of any unpaid assessments. Said attorney's fees become a lien upon the property. No 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.

Article 25 Covenant For Maintenance Assessments

Revise Section 9 to read as follows:

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of assessment provided for herein shall be subordinate to the lien of any bonafide first mortgage or deed of trust holder against such lot, provided such mortgage or deed of trust shall have been properly recorded prior to the time the assessment became delinquent. Nothing provided herein shall be deemed to relieve any owner from personal liability for assessments and other charges provided for above.

CEDAR FALLS HOMEOWNERS ASSOCIATION, INC.

By *Cheryl A. Quattrone*
Its Secretary

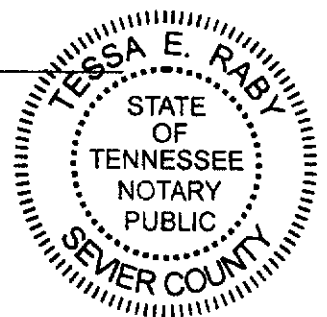
Attest

STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, *Cheryl Quattrone*, with whom I am personally acquainted, and who acknowledged that the within instrument for the purposes therein contained, and who further acknowledged that he is the Secretary of the maker, **CEDAR FALLS HOMEOWNERS ASSOCIATION, INC.**, and is authorized by the maker to execute this instrument on their behalf.

Witness my hand, at office, this *29th* day of *October*, 2009.

Tessa E. Raby
Notary Public



My Commission Expires: *10-23-12*