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PREPARED BY:  
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**Cedar Falls**  
 (PHASES I, II, III AND IV)

RC 6 PG BA: 92235	
10/25/2006 04:18 PM	
VALUE	0.00
MTG TAX	0.00
TRN TAX	0.00
REC FEE	30.00
DP FEE	2.00
REG FEE	0.00
TOTAL	32.00
STATE OF TENNESSEE, SEVIER COUNTY	
SHERRY ROBERTSON HUSKEY	
REGISTER OF DEEDS	

**AMENDMENT AND RECONCILIATION OF COVENANTS AND RESTRICTIONS**

**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**, certain inconsistencies exist among the recorded instruments creating unnecessary confusion and uncertainty of the property owners, all of whom are members of one Association; and,

**WHEREAS**, the property owners of the Cedar Falls Development (all phases) have determined by resolution and affirmative written vote that there is no compelling reason to operate under, or be subject to, multiple covenants and restrictions and that an instrument should be recorded reconciling certain conflicts in the instruments and adopting a single instrument to supplant the others;

**NOW, THEREFORE**, the Cedar Falls Property Owners, through the requisite affirmative written ballots of the membership of the Cedar Falls Homeowners Association, Inc., cast through the 11<sup>th</sup> day of July, 2006 as approved at the annual meeting, have adopted the following amendments to the Covenants and Restrictions identified above:

(1) The "Cedar Falls Declaration of Covenants and Restrictions" of record in Book 1498, Page 431, Sevier County Register of Deeds Office (hereinafter the "Cedar Falls Covenants"), as amended herein, shall serve and attach to **all phases** of the Cedar Falls Development as the controlling Covenants and Restrictions, with any and all provisions in conflict with this instrument in those Covenants and Restrictions recorded for Phase II, Phase III and Phase IV (identified above) hereby deleted and supplanted.

(2) The third paragraph in the preamble of the **CEDAR FALLS COVENANTS** shall be deleted in its entirety and supplanted with the following:

Now, therefore, the Association declares that the real property described herein and described in those instruments of record in Book 1798, Page 787, Book 1975, Page 312 and Book 2124, Page 329 in the Register of Deed's Office for Sevier County, Tennessee shall be held, transferred, sold, conveyed and occupied subject to the Covenants, Restrictions, easements, charges, liens and conditions hereafter set forth.

(3) **Article 1, 1. (a) DEFINITIONS**, shall be deleted in its entirety and supplanted with the following:

(a) The "property or "properties" shall mean and refer to all property in all phases of the Cedar Falls Development, inclusive of the property described in the instruments identified in the preamble above.

(4) **Article 2, 1. EXISTING PROPERTY**, is hereby deleted in its entirety and supplanted with the following:

1. **EXISTING PROPERTY.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Sevier County, Tennessee and is more particularly described in Large Book LM4, Page 79, Register of Deeds Office, Sevier County, Tennessee and all property described and referenced by map books within the Declaration of Covenants and Restrictions for Cedar Falls Phase II, Cedar Falls Phase III and Cedar Falls Phase IV identified in the preamble above.

(5) **Article 4 TERM**, is deleted in its entirety and supplanted with the following:

**TERM**

This Declaration shall run with the land and be

binding upon the owners, their heirs, successors and assigns and all others taking or utilizing the subject property by or through them. The covenants, restrictions, terms and conditions provided herein shall continue until such time as they may be amended or terminated as provided herein. This Declaration may be amended in whole or in part, at any time, by approval of at least two-thirds of the votes in the Association. For the purposes of determining the total number of available votes and the number representing the two-thirds requirement, owners not in good standing with the Association shall not be counted. Any amendment shall be attested to by the appropriate officer of the Association and recorded in the Register's Office for Sevier County, Tennessee.

(6) **Article 9, LAND USE, BUILDING TYPE & RENTAL.** The first sentence of paragraph (2) shall be deleted in its entirety and supplanted with the following:

Guest or second dwelling homes shall only be on lots 15, 16, 31, 33, 35, 48, 59, 102, 105 and 111.

(7) The following sentences shall be *added to Article 12 RE-SUBDIVISION*:

An approved combined lot shall be assessed as one lot, providing the recorded deed, plat or other instrument reflecting the combining specifically recites that the owner, his heirs, successors and assigns shall be obligated to treat the combined lot as one, singular Cedar Falls lot, subject to all the provisions, conditions and restrictions of this instrument including, but not limited to, the limitation of one residence and no reversion to two lots or other subdivision of the combined lot.

(8) **Article 14, LIVESTOCK, POULTRY & PETS.** The second sentence in

paragraph (1) shall be deleted in its entirety. The second paragraph therein is deleted in its entirety and supplanted with the following:

The owner of any pet shall keep the pet confined to the lot at which said pet owner resides. Pets shall not be allowed to roam free or at large. Dogs shall be leashed when outside of their lot. The owners may utilize electric invisible fencing or other forms of restraint or enclosure, provided they are in compliance with other provisions of these Covenants and Restrictions and approved, as may be required. If, at any time, the Board of Directors determines that a pet has become a nuisance as a result of excessive or recurrent noise, damage to real or personal property, the deposit of bodily waste outside the lot at which the pet owner resides, aggressive behavior or otherwise, the Association is entitled to a mandatory injunction in a court of appropriate jurisdiction requiring the pet owner to remove the offending pet from the Cedar Falls Development. Any and all costs incurred by the Association to enforce this provision, including a reasonable attorney's fee, shall be recovered from the offending lot owner or occupant.

(9) **Article 17, HOBBIES & OTHER ACTIVITIES.** The following sentence shall be added to Article 17.

Children toys, bikes, etc., shall not be left outside.

(10) **Article 22. AMENDMENT** is deleted in its entirety.

(11) **Article 23, PROPERTY RIGHTS,** shall be deleted in its entirety and supplanted with the following:

Every owner shall have the right of ingress and egress over the thirty foot right-a-way known as Cedar Falls Way and each and every other common roadway within the various phases of

the Development. Additionally, every owner shall have a right of enjoyment of the common areas and amenities as may exist or be created in the future for the benefit and enjoyment of the owners.

(12) **Article 24, MEMBERSHIP AND VOTING.** The following sentence is added to SECTION 2:

Voting may be in person or by proxy. The Board of Directors is authorized to adopt rules, regulations and provisions for determining designated or eligible voters for each lot as well as the form, content and delivery of proxies. Voting rights and other privileges of membership may be suspended if an owner is not in good standing with the Association.

(13) **Article 25, COVENANT FOR MAINTENANCE ASSESSMENTS.**  
SECTION 5. thereunder is deleted in its entirety and shall be noted as "Reserved".

CEDAR FALLS HOMEOWNERS ASSOCIATION, INC.

By Samuel P. King  
Its President

[Signature]  
Attest



STATE OF TENNESSEE  
COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, Samuel King, 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 President 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 10 day of October, 2006.

Anita Porch  
Notary Public

My Commission Expires: 5-20-09

