

EXHIBIT C

Charter

**CHARTER OF
THE MEADOWS PHASE 3 HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of the Tennessee Nonprofit Corporation Act (the “Act”), the undersigned, having the capacity to contract and acting as the incorporator of a non-profit property homeowners association under the Act, adopts the following Charter for such association:

**ARTICLE I
NAME**

The name of the corporation is The Meadows Phase 3 Homeowners Association, Inc., hereunder called the “Association.”

**ARTICLE II
MUTUAL BENEFIT CORPORATION**

The Association is a mutual benefit corporation.

**ARTICLE III
PERIOD OF DURATION**

The Association’s period of duration shall be perpetual.

**ARTICLE IV
INITIAL REGISTERED OFFICE**

The street address, county, and zip code of the Association’s initial registered office is: The Meadows Phase 3 Homeowners Association, Inc., 8081 Kingston Pike, Suite 102, Knoxville, Knox County, TN 37919, Attn: Ean Moffett, as may be relocated from time to time. The name of the initial registered agent of the Association is Ean Moffett, who may be located at the registered office and contacted by email at EGMoffett@drhorton.com.

**ARTICLE V
INCORPORATOR**

The name, address, and zip code of each incorporator is: Ean Moffett, 8081 Kingston Pike, Suite 102, Knoxville, Knox County, TN 37919.

ARTICLE VI
PRINCIPAL OFFICE

The street address and zip code of the principal office of the Association is: 8081 Kingston Pike, Suite 102, Knoxville, Knox County, TN 37919.

ARTICLE VII
NON-PROFIT CORPORATION

The Association is non-profit.

ARTICLE VIII
PURPOSE AND POWERS

This Association does not contemplate pecuniary gain or profit to the members thereof. The purpose for which the Association is organized is to maintain the common facilities of The Meadows Phase 3 subdivision in Washington County, Tennessee and perform all duties and functions of The Meadows Phase 3 Homeowners Association, Inc., as described in the Declaration of Covenants, Conditions, and Restrictions for The Meadows Phase 3 recorded or to be recorded in the Register's Office for Washington County, Tennessee, hereinafter called the "Declaration" and any additions and amendments thereto as may hereafter be brought within the jurisdiction of the Association, and for this purpose to:

8.1 Exercise all of the powers, rights, and privileges and to perform all of 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.

8.2 Fix, levy, collect, and enforce payment by any lawful means, 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.

8.3 Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association.

8.4 Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

8.5 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.

ARTICLE IX
MEMBERSHIP

The Association will have members. Every person or entity who is a record owner of a fee or undivided fee interest in any "Lot," as defined in the Declaration, shall be a member of the Association. The foregoing is not intended to include persons or entities who 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 Lot.

ARTICLE X
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors. The number of directors and the method of electing the same shall be provided in the Bylaws of the Association.

As provided in Tennessee Code Annotated Section 48-58-501 *et seq.*, all directors and officers of the Association shall be immune from suit and no present or former director or officer of the Association shall have any personal liability to the Association or its members for monetary damages arising from the conduct of the affairs of the Association, except when such conduct amounts to willful, wanton, or gross negligence. The Association shall indemnify all current and former directors and officers of the Association to the maximum extent allowed by law, including, without limitation, advancing expenses pursuant to Tennessee Code Annotated Section 48-58-504, for any and all claims brought against such persons in connection with their actions or inactions in their official capacity as directors and officers of the Association.

ARTICLE XI
AMENDMENT

Unless a greater vote is required in the Declaration or in accordance with the Act, any amendment to this Charter may be adopted by the lesser of: (i) the affirmative vote of two-thirds ($\frac{2}{3}$) of the votes cast in person or by proxy by members entitled to vote at a duly called meeting; or (ii) the affirmative vote of more than fifty percent (50%) of the votes of all members entitled to vote. Notwithstanding the foregoing, any such change, modification, or amendment that would change or delete any right, remedy, benefit, or privilege afforded to the Declarant (as defined in the Declaration) under this Charter, the Bylaws of the Association, or the Declaration shall require the verified written consent of the Declarant upon such instrument in order to be effective.

ARTICLE XII
DISSOLUTION

Unless a greater vote is required in the Declaration or in accordance with the Act, the Association may be dissolved with the assent given in writing and signed by not less than sixty-seven (67%) of all the members of the Association entitled to vote. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed to the members. Notwithstanding the foregoing, any such dissolution that would change or delete any right, remedy, benefit, or privilege afforded to the Declarant under this

Charter, the Bylaws of the Association, or the Declaration shall require the verified written consent of the Declarant upon such instrument in order to be effective.

True Copy Certification

I, Jennifer Jones, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on January 28, 2022.

Jennifer P. Jones
Affiant Signature

Date: January 28, 2022

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Personally appeared before me, Juanita Gay Hughes, a Notary Public for said State and County, Jennifer Jones, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Sworn to and subscribed before me this 28th day of January, 2022.

Juanita Gay Hughes
Notary's Signature

My Commission Expires: 2/2/2025

