

CHARTER
OF
EXECUTIVE MEADOWS SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.

The undersigned corporation, having the capacity to contract and acting as the incorporator of a not-for-profit, mutual benefit corporation under the Tennessee Nonprofit Corporation Act, adopts the following charter for said corporation:

ARTICLE I

The name of the corporation is EXECUTIVE MEADOWS SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the ASSOCIATION, being a corporation organized and existing under the laws of the State of Tennessee.

ARTICLE II

The Initial Registered Office and Principal Office of the ASSOCIATION is located at 500 Executive Meadows Drive, Lenoir City, Loudon County, Tennessee 37771, and its initial registered agent at this office is James E. Simpson.

ARTICLE III

The Incorporator of the not-for-profit, mutual benefit corporation is Executive Meadows, L.L.C., whose principal place of business is 500 Executive Drive, Lenoir City, Loudon County, Tennessee 37771.

ARTICLE IV

The ASSOCIATION does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is as a not-for-profit, mutual benefit corporation to provide for the maintenance and preservation of the residential Lots, Common Area, and Easements within that certain tract of real property being more particularly described as follows, to wit:

LOCATED AND BEING SITUATED in the Second (2d) Civil District of Loudon County, Tennessee, and being known and designated as follows:

Townhouse Area

Beginning at a bronze TVA marker at the edge of Old Highway 95 and a corner with Loposser, thence with Old highway 95 the following four (4) calls: (1) South 04 deg. 38 min. 39 sec. East a distance of 243.23 feet to an iron pin, (2) South 03 deg. 37 min. 15 sec. East a distance of 205.57 feet to an iron pin, (3) South 03 deg. 28 min. 42 sec. East a distance of 142.76 feet to an iron pin and (4) South 03 deg. 28 min. 42 sec. East a distance of 198.36 feet to an iron pin corner with Ross; thence with Ross and Lot 5 of Little Mountain Estates Subdivision south 88 deg. 36 min. 24 sec. West a distance of 220.15 feet to a corner with the Executive Meadows Golf Course; thence with the golf course the following fifteen (15) calls: (1) North 03 deg. 28 min. 42 sec. West a distance of 504.11 feet to a point, (2) South 79 deg. 42 min. 01 sec. West a distance of 89.65 feet to a point, (3) south 68 deg. 15 min. 32 sec. East a distance of 70.27 feet to a point, (4)

South 21 deg. 44 min. 28 sec. West a distance of 166.07 feet to a point, (5) South 03 deg. 28 min. 42 sec. East a distance of 172.36 feet to a point, (6) South 84 deg. 15 min. 55 sec. West a distance of 198.15 feet to a point, (7) North 03 min. 28 min. 42 sec. West a distance of 133.70 feet to a point, (8) North 49 deg. 36 min. 23 sec. West a distance of 43.25 feet to a point, (9) South 84 deg. 15 min. 55 sec. West a distance of 391.60 feet to a point, (10) North 70 deg. 18 min. 29 sec. West 260.05 feet to a point, (11) North 05 deg. 44 min. 05 sec. West a distance 194.13 feet to a point, (12) North 62 deg. 28 min. 10 sec. East a distance of 229.49 feet to a point, (13) North 84 deg. 15 min. 55 sec. East a distance of 523.70 feet to a point, (14) a curve to the left whose radius is 25 feet and whose chord is North 39 deg. 15 min. 55 sec. East a distance of 42.43 feet to a point and (15) North 05 deg. 44 min. 05 sec. West a distance of 204.62 feet to a point in the line of Robinette; thence with Robinette the following two (2) calls: (1) North 80 deg. 44 min. 45 sec. East a distance of 14.75 feet to an iron pin and (2) North 80 deg. 33 min. 01 sec. East a distance of 259.37 feet to an iron pin corner with Loposser; thence with Loposser the following two (2) calls: (1) South 05 deg. 42 min. 45 sec. East a distance of 172.00 feet to an iron pin and (2) North 87 deg. 23 min. 15 sec. East a distance of 145.00 feet to the point of beginning and containing 13.95 feet, all according to the survey of Dennis N. Gore, Registered Engineer No. 18012, dated July 27, 1996.

The above described boundary may vary slightly with the as-built footprint of the townhouses.

The above described boundary may vary slightly to allow for required changes to townhouse locations.

There is specifically excepted from the above described property the golf clubhouse area and the adjoining parking lot which is shown on the plat of record in the Register's Office for Loudon County, Tennessee in Plat Cabinet _____. Slide _____ and which is described as follows:

Beginning at a point in the Townhouse boundary northwest of Lot No. 41 where the boundary begins the curve to the left (west) toward the Robinette property, thence North 56 deg. 25 min. 38 sec. East a distance of 20.72 feet to a point; thence South 48 deg. 42 min. 16 sec. East a distance of 49.27 feet to a point; thence North 05 deg. 44 min. 05 sec. West a distance of 68.02 feet to a point; thence North 80 deg. 18 min. 59 sec. East a distance of 227.83 feet to a point; thence South 10 deg. 17 min. 59 sec. East a distance of 104.66 feet to a point; thence South 79 deg. 42 min. 01 sec. West a distance of 43.29 feet to a point; thence South 10 deg. 14 min. 27 sec. East a distance of 93.22 feet to a point; thence South 38 deg. 50 min. 25 sec. West a distance of 77.63 feet to a point; thence South 79 deg. 42 min. 01 sec. West a distance of 30.57 feet to a point; thence North 38 deg. 50 min. 25 sec. East a distance of 91.62 feet to a point; thence North 10 deg. 14 min. 27 sec. West a distance of 84.08 feet to a point; thence South 79 deg. 41 min. 36 sec. West a distance of 173.08 feet to a point; thence North 05 deg. 44 min. 05 sec. West a distance of 10.09 feet to a point; thence North 48 deg. 42 min. 16 sec. West a distance of 76.15 feet to the point of beginning.

Being a part of the same property described in the Loudon County Register of Deeds Office in Deed Book 226, pages 27, 29 and 25.

and to promote the health, safety, and welfare of the residents within the above described

Property, and any additions thereto that may hereafter be brought within the jurisdiction of the ASSOCIATION, and for this purpose to:

A. Exercise all power and privileges and to perform all of the duties of the ASSOCIATION as set forth in that certain DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, hereinafter called the "DECLARATION", applicable to the property and to be recorded in the Office of the Register of Deeds of Loudon County, Tennessee, and as the same may be amended from time to time as therein provided, said DECLARATION being incorporated herein as if set forth verbatim;

B. Fix, levy collect, and enforce payment by any lawful means, all charges and/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, and/or governmental charges levied or imposed against the property of the ASSOCIATION;

C. Acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicated for public use or otherwise dispose of real and/or personal property in connection with the affairs of the ASSOCIATION which do not violate the requirements of the Loudon County, Tennessee Zoning Resolution;

D. Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its' real and/or personal property as security for money borrowed or debts incurred;

E. Participate in mergers and consolidations with other non-profit, mutual benefit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of any class(e) of members;

F. Dedicate, sell, transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; such dedication or transfer shall not be effective unless an instrument has been signed by 2/3rds of any class(es) of members, agreeing to such dedication, sale or transfer;

G. Have and to exercise any and all powers, right, and privileges, which a not-for-profit, mutual benefit corporation organized under the Tennessee Nonprofit Corporation Act by law may now or hereafter have or exercise.

ARTICLE V

The ASSOCIATION shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owner(s) of the Lots within the Property, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned; all such person(s) shall be member(s). The vote for any such Lot shall be exercised as the Owner(s) may determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

Class B: The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B

membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) After seventy-five percent (75%) of the Lots in the Property have been conveyed to Lot Purchasers; or
- (b) Five (5) years following the conveyance of the first Lot, or
- (c) 7 June, 2002.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of an interim directors until the selection of their successors are:

James E. Simpson
301 Valley Dale Drive
Lenoir City, Tennessee 37771

Edward Boling
1290 Dixie Lee Circle
Lenoir City, Tennessee 37772

At the first annual meeting, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect two (2) directors for a term of one (1) year and other directors as required.

ARTICLE VIII

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of all class(es) of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit, mutual benefit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

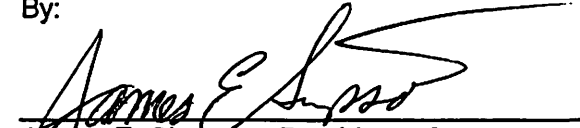
AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

IN WITNESS WHEREOF, for the purpose of forming this not-for-profit, mutual-benefit corporation under the laws of the State of Tennessee, the undersigned, constituting the incorporators of this ASSOCIATION, have executed this Charter for Incorporation this the 4th day of October 1996.

EXECUTIVE MEADOWS, L.L.C.

By:



James E. Simpson, President of
Executive Meadows, L.L.C.
Incorporator