

EXHIBIT C

**ARTICLES OF INCORPORATION
OF CHELSEA’S WAY OWNERS 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 owners association under the Act, adopts the following Charter for such association:

**Article I
NAME**

The name of the corporation is Chelsea’s Way Owners Association, Inc., hereunder called the “Association”.

**Article II
MUTUAL BENEFIT CORPORATION**

The Association is a mutual benefit corporation.

**Article III
INITIAL REGISTERED OFFICE**

The street address, county, and zip code of the Association’s initial registered office is: Chelsea’s Way Owners Association, Inc. c/o Synergy Real Estate Group, 179 Belle Forest Circle, Suite 302, Nashville, TN 37221, Attn: _____, as may be relocated from time to time. The name of the initial registered agent of the Association is _____, who may be located at the registered office.

**Article IV
INCORPORATOR**

The name, address, and zip code of each incorporator is: _____,
2630 Elm Hill Pike, Suite 110 Nashville, TN 37214.

**Article V
PRINCIPAL OFFICE**

The street address and zip code of the principal office of the Association is: Chelsea’s Way Owners Association, Inc. c/o Synergy Real Estate Group, 179 Belle Forest Circle, Suite 302, Nashville, TN 37221, Attn: _____.

Article VI
NON-PROFIT CORPORATION

The Association is non-profit.

Article VII
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 Chelsea's Way subdivision in Robertson County, Tennessee and perform all duties and functions of Chelsea's Way Owners Association, as described in the Declaration of Protective Covenants, Conditions, and Restrictions for Chelsea's Way recorded in the Register's Office for Robertson 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:

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.
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.
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.
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.
5. Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Act by law may now or hereafter have or exercise.
6. Except for those amendments which the Tennessee Non-Profit Corporation Act expressly permits to be made by the Directors of the Association, any amendment to these Articles of Incorporation of the Association to be adopted must be approved by the affirmative Vote of more than fifty percent (50%) of the members present at a duly called meeting of the Association or the affirmative written consent of such percentage of the members at which a quorum is present unless a higher percentage vote is required elsewhere in the Declaration or the Act.

Article VIII
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 which is subject to assessment by the Association, 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 which is subject to assessment by the Association.

Article IX
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 By-Laws 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 X
DISSOLUTION

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. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed to the Members.

[Signature on Next Page]

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Tennessee, the undersigned, being the incorporator of this Corporation, has executed these Articles of Incorporation the _____ day of _____, 20____.

INCORPORATOR:

**Century Communities of Tennessee, LLC,
A Delaware Limited Liability company**

By: _____

Print
Name: _____

Its: _____