

Prepared By:
Renegade Mountain Community Club, Inc.
3357 N. Main Street, #198
Crossville, TN 38555

**RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR RENEGADE MOUNTAIN**

This **Restated And Amended Declaration Of Covenants, Conditions, Restrictions And Easements For Renegade Mountain** (hereafter Declaration) is made this 20th day of November, 2021 by **Renegade Mountain Community Club, Inc.** (hereafter Declarant), a Tennessee not for profit corporation whose principal office is 95 Hickory Trail, Crab Orchard, TN 37723 and its mailing address is 3357 N. Main Street, #198, Crossville, TN 38555.

RECITALS

WHEREAS, Renegade Mountain is a residential community located in Cumberland County, Tennessee. Renegade Mountain consists of real property described in **Exhibit A** attached hereto and made a part hereof, and the easement of enjoyment and use of Roads and Common Areas subject to this Declaration held by Members and Members In Good Standing. The Members have privileges and obligations as set out in this Declaration.

WHEREAS, since approximately 1968, Renegade Mountain has been known by other names including Renegade Resort and Cumberland Gardens. The community will henceforth be known as Renegade Mountain.

WHEREAS, during its history, various entities have undertaken to develop Renegade Mountain and/or claimed developer rights. Among those were American Recreation Services, Inc., Recreation Unlimited, Inc., Resort Development Corporation, Renegade Inc. and Cumberland Gardens Limited Partnership. However, no person or entity currently holds Developer Rights in or is the developer of Renegade Mountain.

WHEREAS, during its history, various entities have functioned as the property owners' association. Among those were Renegade Community Club and Cumberland Gardens Community Club. Declarant is successor to all previous property owners' associations.

WHEREAS, previous developers and associations have recorded the following instruments as the original and first amendment to the Declaration of Covenants and Restrictions that encumber portions of Renegade Mountain properties as therein described and stated which documents are incorporated herein by reference and will be collectively referred to herein as the "Original Declarations":

- A. Declaration of Covenants and Restrictions dated July 26, 1972 at **Book 124, page 5**, in the Register's Office of Cumberland County, Tennessee (hereafter referred to as "register's Office");

B. First Amendment to Declaration of Covenants and Restrictions dated October 19, 1987 at **Book 347, page 76**, said Register's Office;

WHEREAS, previous developers and associations have recorded the following instruments as supplements, amendments and agreements to the Original Declarations (hereafter collectively referred to as "Supplemental Declarations"). Those Supplemental Declarations made additional Renegade Mountain properties, as described therein, subject to the Original Declarations and set forth additional covenants, conditions, easements, restrictions and matters (hereafter referred to as "Supplemental Conditions") to encumber the additional property. Those Supplemental Declarations are recorded as follows and incorporated herein by reference:

A. Supplemental Declaration of Covenants and Restrictions dated March 14, 1973 at **Book 132, page 364**, said Register's Office;

B. Supplemental Declaration dated March 26, 1987 at **Book 333, page 601**, said Register's Office (Woodridge Timeshare Regime) as amended;

C. Supplemental Declaration dated March 26, 1987 at **Book 333, page 688**, said Register's Office (Cumberland Point Condominium) as amended;

D. Supplemental Declaration dated March 26, 1987 at **Book 334, page 1**, said Register's Office (Laurel Hills Timeshare Regime) as amended;

E. Supplemental Declaration of Covenants and Restrictions for Blocks 15 and 16 of Cumberland Garden Resort dated July 20, 1988 at **Book 360, page 305**, said Register's Office.

F. Additional amendments, agreements and supplements of record are: **Book 336, page 706; Book 338, page 140; Book 341, page 5; Book 341, page 13; Book 341, page 18; Book 346, page 114; Book 346, page 121; Book 346, page 173; Book 346, page 183; Book 379, page 322; Book 437, page 548; Book 447, page 236; and Book 470, page 388.**

WHEREAS, litigation concerning the legitimate Board of Declarant, control and maintenance of certain roads and common areas, the existence of developer rights, and the validity of purported covenants and restrictions recorded in 2005 was tried in the Chancery Court of Cumberland County, Tennessee and styled *Gary Haiser, et al v. Michael McClung et al*, 2011-CH-508. The Court's decision in that case is set out in the Memorandum and Order dated March 31, 2021 and modifications thereto. The Memorandum and Order is recorded at **Book 1624, Page 1684**, said Register's Office. Modifications of the Memorandum and Order are on file at the Clerk and Master's Office, 60 Justice Center Drive, Suite 226, Crossville, Tennessee 38555, (931) 484-4731. The Memorandum and Order and modifications will be referred to herein collectively as "Court Order". The Court Order is incorporated herein by reference.

WHEREAS, in the Court Order the Court found and ordered:

- A. The Owner's Board in existence on May 4, 2016 is reinstated as the correct Board of the Declarant with all powers necessary to govern the Declarant;
- B. The document entitled Amended and Restated Declaration of Amended Covenants and Restrictions dated October 20, 2005 and recorded at **Book 1212, page 1224**, said Register's Office, is null and void;
- C. The document entitled By-Laws and First Amendment to Declaration of Covenants and Restrictions dated October 20, 2005 and recorded at **Book 1212, page 1290**, said Register's Office, is null and void;
- D. All members of the Declarant, subject to this Declaration, have an easement of use and enjoyment to the Roads and Common Areas as set forth in the Court Order. The Declarant will have control of the Roads and Common areas and be responsible to maintain those.
- E. Purported Developer Rights claimed by parties and predecessors in their title do not exist.

WHEREAS, as the Court Order ruled there is not a developer in or in relation to Renegade Mountain, Declarant may now, pursuant to the terms of the Original Declarations, amend the same upon the affirmative majority of the Member(s) with Memberships In Good Standing authorized and entitled to vote at a meeting called for the purpose of considering the amendment.

WHEREAS, at a meeting held on the 20th day of November, 2021 called for purposes specifically including the consideration of this Declaration, a majority of the votes cast approved adoption of the same.

NOW THEREFORE, the above recitals being true, correct and incorporated herein, Declarant desires to restate and amend the Original Declarations (except as may be specifically stated within) so that the property of Renegade Mountain described in **Exhibit A**, and any authorized additions thereto, shall hereafter be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, assessments, fees and liens hereinafter set forth, all of which are for the purpose of protecting the value and desirability of Renegade Mountain and which shall run with the land, shall be binding upon all parties having any right, title or interest in Renegade Mountain or any part thereof and their respective heirs, successors and assigns and which shall inure to the benefit of each Owner of a Lot or Living Unit within Renegade Mountain. Furthermore, the Roads and Common Areas shall be held, possessed, controlled, maintained, used, permitted and managed consistent with the Court Order and this Declaration.

This Declaration is applicable to the properties described in the Supplemental Declarations as those properties were made subject to the Original Declarations. However, it is not the intent of Declarant to rescind, modify or amend any of the Supplemental Conditions Cumberland Point

Condominiums, Laurel Hill Timeshare Regime or Woodridge was encumbered by in their respective Supplemental Declarations. The owners' associations of each of those properties will continue to exist and operate. However, the properties, and the Owners thereof, will otherwise be subject to this Declaration and are Members of the Declarant.

Declarant, Owners and Members reserve their rights and defenses regarding their claims (existing, future, known and unknown) to property or properties (whether real, personal, or mixed; whether in fee simple, leasehold or easement of right to use and enjoy) identified or designated on any plat or within any of the Original Declarations and Supplemental Declarations as common property or properties, limited common property or properties, golf course, roads, streets, tennis courts, swimming pools, permanent parks, permanent recreational plots, or similar property. Nothing in this Declaration is intended, nor may be construed, as a release or compromise of said rights and defenses.

ARTICLE I

DEFINITIONS

The following definitions apply within this Declaration and any amendment or supplement thereto where the words or phrases appear capitalized. Additional terms may be defined as those appear within.

A. "Additional Property" refers to real property added to Renegade Mountain and made subject to this Declaration pursuant to Article II within.

B. "Approved Plans" refers to those architectural plans, site plans, landscaping plans, material choices, color choices and other items submitted to the Board or ARC and reviewed and given final approval by the Board or ARC for construction or installation.

C. "Architectural Review Committee" (ARC) - a committee the Board may appoint to review and approve plans for construction, modifications, additions, and landscaping in Renegade Mountain and perform other duties as assigned by the Board.

D. "Assessments" "Dues" or "Dues Assessments" refers to all the following charges:

1. "Annual Assessment" – the amount charged to each Member to meet the Declarant's annual budgeted expenses.

2. "Individual Lot or Living Unit Assessment" – an amount charged to a Owner's individual Lot or Living Unit for charges specific to that Lot or Living Unit.

3. "Special Assessment" – a charge to each Member for capital improvements or emergency expenses.

E. "Associate Membership" is a membership classification defined in Article III(A)(4).

F. “Board” – refers to the Board of Directors of Declarant. May also be referred to as “BOD” in By-Laws and other official records and documents of Declarant.

G. “Business Membership” is a membership classification defined in Article III(A)(3).

H. “By-Laws” – refers to the By-Laws of Declarant as the same may be amended from time to time. The current By-Laws are attached as **Exhibit B**. In the Boards discretion, amendments to the By-Laws may or may not be recorded in the Register’s Office, but the version of the By-Laws, then current, will be on the Declarant’s website or otherwise available upon request to the Declarant.

I. “Common Areas” “Common Property” – refer to entrance area, entrance signs, guard shack, sports park, pool, playground, tennis courts, roads and other similar properties or facilities described in the Court Order and any existing property or facility that might be later designated as Common Area, or future additional property added by the Declarant.

J. “Court” - where capitalized refers to the Chancery Court for Cumberland County, Tennessee.

K. “Court Order” refers to the March 31, 2021 Memorandum and Order, and all modifications thereto, of the Chancery Court for Cumberland County, Tennessee in the matter of *Gary Haiser, et al v. Michael McClung et al*, (2011-CH-508/2012-CH-527 consolidated) of record at **Book 1624 Page 1684**, said Register’s Office, and on file in the Clerk and Master’s Office, 60 Justice Center Drive, Suite 226, Crossville, Tennessee 38555, (931) 484-4731, all of which are incorporated herein by reference.

L. “Declarant” - Renegade Mountain Community Club, Inc. a Tennessee not for profit corporation and its successors. In the By-Laws, previous Original Declarations and other official records and documents of Declarant, Declarant is also referred to as “Club”, “Community Club”, “Corporation” and “RMCC”. Those references are to the same entity as “Declarant”.

M. “Declaration” – means this Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Renegade Mountain and all supplements and amendments thereof which may be adopted from time to time pursuant to the Declaration.

N. “Design and Construction Guidelines” (Guidelines) refer to standards and procedures for approval of construction, modification and landscaping projects within Renegade Mountain.

O. “Developer” is a term used in the Original Declarations and Supplemental Declaration to refer to parties that retained certain rights such as, but not limited to, enhanced voting rights in owner association business and elections, and adding property to Renegade Mountain. Pursuant to the Court Order, no developer exists or holds developer rights in or in relation to Renegade Mountain. Any use of that term in this Declaration, the By-Laws or other documents of the Declarant is inadvertent.

P. “Exhibit 41” refers to that exhibit referenced in the Court Order which graphically illustrates various Roads in Renegade Mountain. Exhibit 41 is on file at the Clerk and Master’s

Office, 60 Justice Center Drive, Suite 226, Crossville, Tennessee 38555, (931) 484-4731, is available for public inspection, and made a part hereof by reference.

Q. “Fees” refers to charges the Declarant may, from time to time, impose on Members or third parties not Members for the use of Roads and Common Areas; and for the privilege of adding property to Renegade Mountain pursuant to Article II within; and for other purposes.

R. “Fine Committee” refers to a committee not to exceed three (3) persons which the Board may appoint to establish Fines for violations of the Declaration, Rules and Regulations or By-Laws. In the absence of a Fine Committee, the Board will serve that function.

S. “Fines” - refers to charges the Declarant, by and through the Board or Fine Committee, may impose for violations of this Declaration, misuse of Roads or Common Areas, and other reasons. The Board or Fine Committee may establish through Rules and Regulations violations and misuses that are subject to fines and fine amounts. When issued, a Fine must be paid within thirty (30) days. If not timely paid, the Fine is a personal obligation and may be an Individual Lot Assessment.

T. “Improved Lots” refers to Lots in Renegade Mountain with a completed structure of any kind as of the date this Declaration is recorded in the Register’s Office or thereafter.

U. “Instruments Of Title” refers to deeds and contacts Owners rely on to substantiate their property or properties as “Pre-1972 Property” or “Post-1972 Property”.

V. “Interval Ownership” refers to an Owner’s property interest as a tenant in common with additional Owners who are conveyed a property interest in a specific Living Unit for a specified period of time, usually defined in weeks of a calendar year. May also be referred to as “Timeshare”. Properties that have this status have their own owners’ association that owns, manages and maintains the property’s Limited Common Areas.

W. “Limited Common Areas” refer to common areas integral to specific parts or portions of Renegade Mountain such as, but not limited to, parking areas, sidewalks or sewer systems of Cumberland Point, Laurel Hills or Woodridge. Only Owners of Living Units in those properties are permitted use of the Limited Common Areas within. Additional Limited Common Areas may be added to Renegade Mountain pursuant to Article II.

X. “Living Unit” means any building or portion of a building, including detached accessory structures, in Renegade Mountain situated upon a single Lot, or in the case of a Multi-Family Structure (such as Cumberland Point, Laurel Hills, or Woodridge) each apartment, condominium, townhome or timeshare unit integral to a single building situated on a Parcel of Land, meant for occupancy by a single family.

Y. “Lot” – means any enumerated tract of land described in **Exhibit A**, together with a Plat reference, along with any improvements constructed thereon.

Z. “Member” – refers to a member of the Declarant.

AA. “Membership(s) In Good Standing” or “Member(s) In Good Standing”- refers to any Member(s) who apply for a Membership(s) to the Declarant, and such Membership(s) is accepted by the Board of Declarant. Each Membership(s), for which all Assessments, Fines and Fees are current, and where the Membership(s) privilege of using Roads or Common Areas is not currently suspended, and where Membership(s) has not otherwise been suspended by the Declarant, is a Membership(s) in Good Standing.

BB. “Mortgagee” – any institutional lender that holds a bona fide mortgage encumbering a Lot or Living Unit. The term “institutional lender” specifically includes without limitation: bank, savings and loan association, mortgage lending company, insurance company, credit union, and the Federal National Mortgage Association, or similar agency.

CC. “Multi-Family Structure” refers to any building containing two or more Living Units on a single Parcel of Land and shall include, but not be limited to, apartment, townhome, condominium and timeshare buildings. Cumberland Point, Laurel Hills, and Woodridge are “Multi-Family Structures”.

DD. “Original Declarations” refers to the original and first amendment to the Declaration of Covenants and Restrictions that encumber portions of Renegade Mountain as therein described and stated, which documents are recorded in the Register’s Office at **Book 124, Page 5** and **Book 347, Page 76** and incorporated herein by reference.

EE. “Owner” – the record owner, whether one or more natural persons or entities, of at least a 50% fee simple or life estate title to any Lot or Living Unit. “Owner” shall include their heirs, representatives, successors and assigns. “Owner” does not include a Mortgagee who holds a security interest in a Lot or Living Unit.

FF. “Parcel of Land” refers to any portion of land that is not numbered as a single Lot or Living Unit and is normally described by metes and bounds. Phase III of Woodridge Condominiums and Phase III of Laurel Hills Timeshare Regime are examples of currently unimproved Parcels of Land that are subject to the privileges, requirements, Assessments, liens and other terms of this Declaration to the same extent as Lots and Living Units.

GG. “Plat”, “Recorded Plat” or “Plat of Record” are plats recorded in the Register’s Office depicting Lots or Living Units in Renegade Mountain which are referenced in **Exhibit A**. Those plats may also show some of the Roads, easements and other matters.

HH. “Post 1972 Membership” - a membership classification defined in Article III(A)(2).

II. “Pre-1972 Membership” is a membership classification defined in Article III(A)(1).

JJ. “Post-1972 Property” or “Post-1972 Properties” - refers to Lot(s) or Living Unit(s) that the current Owner, or a predecessor in title, purchased by deed dated on or after

August 1, 1972 and in said deed the property description matches at least one (1) of the tracts listed in **Exhibit A**. The deed must be recorded in the Register's Office.

KK. "Pre-1972 Property" or "Pre-1972 Properties" - refers to Lot(s) or Living Unit(s) that the current Owner, or a predecessor in title, purchased by deed dated prior to August 1, 1972 or by contract dated prior to August 1, 1972 that was completed by issuance of a deed, and in said deed the property description matches at least one (1) of the tracts listed in **Exhibit A**. The deed must be recorded in the Register's Office.

LL. "Register's Office" - refers to the Register's Office of Cumberland County, Tennessee.

MM. "Renegade Mountain " - refers to the real property described in **Exhibit A** and the easement of use and enjoyment of Roads and Common Areas located inside and outside platted area (and authorized additions thereto) held by Members with Memberships In Good Standing. In past declarations and By-Laws the term "the Properties" or "Properties" was used to describe "Renegade Mountain". Any further use of the term "the Properties" or "Properties" shall be an inadvertent use, or have an alternate meaning, and is not synonymous with "Renegade Mountain" (Exhibit A).

NN. "Residential Use" – living arrangements where one or more individuals reside in a single-family home environment. "Residential Use" shall not include business, commercial, agricultural, or industrial uses or arrangements.

OO. "Road" or "Roads"- refers to every way for passage by vehicle whether platted or unplatted, improved or unimproved, that provides access to each Lot, Living Unit and Common Area in Renegade Mountain in the most practical direct manner and includes Renegade Mountain Parkway, associated bridge and those roads specified in the Court Order and Exhibit 41. "Road" shall include the component parts of the way for passage including, but not limited to: surface and base materials; drainage ditches, culverts and other drainage features and structures; stormwater diversion and retainage features and structures; bridges; guardrails and other safety features and structures; signage; accessibility and security features, structures, and equipment; and lighting structures and fixtures. All Roads are private until such time as dedicated to the public and the responsibility for their maintenance, repair, operation and improvement is assumed by a municipal unit. Roads do not include private driveways or parking areas of Multi-Family Structures. "Road" nor "Roads" shall not include any road, street or right of way within Eagle's Nest Development including, but not limited to, Upper Eagles Nest Road and Lower Eagles Nest Road as shown in **Plat Book 10, Page 795** and **Plat Book 11, Page 720**, and any amendment to the same, said Register's Office.

PP. "Rules and Regulations" – Declarant, by and through the Board, may establish Rules and Regulations to govern matters within Renegade Mountain including, but not limited to: Use of Common Areas, Roads and other real or personal property that may come under Declarant's control and responsibility; Procedures and standards for construction, improvement, modification, repair, and maintenance of structures on Lots or Living Units (including establishment of Design Standards and Guidelines); Standards for maintenance, repair, sanitation and upkeep of the exterior of structures and improvements on Lots, Parcels of Land, Living Units and Multi-Family

Structures (including landscaping and lawns); Procedures for the consideration of additions of property to Renegade Mountain as provided in Article II; Procedures for the conduct of meetings; Setting and imposition of Fines, including Fine amounts. Rules and Regulations may also: Include provisions for their enforcement and administration including fines and fees; May be amended or discontinued from time to time; Will be published on the Declarant's website and otherwise made available to Members and third parties on request. All Rules and Regulations will be reasonable, fair, equitable and within the constraints of the By-Laws and applicable law.

QQ. "Single Family Detached" - is the Residential use by a single family of a building that is not attached to any other building or Living Unit, garages excepted.

RR. "Single Family Attached" - is the Residential use by a single family of a building that is attached to another building with the same use. The buildings shall join at a common Lot or Parcel of Land boundary line.

SS. "Supplemental Conditions" refers to those covenants, conditions, easements, restrictions and other matters the property described in the Supplemental Declarations were made subject to according to the terms of the Supplemental Declarations. Supplemental Conditions are in addition to the matters the additional properties are subject to pursuant to the Original Declarations. In the case of Laurel Hills, Woodridge and Cumberland Point, the Supplemental Conditions established those properties as condominium or timeshare properties by specific state statute cited. In addition, the Supplemental Conditions set forth requirements and conditions of the property owners association management as well as ownership and management of their associated Limited Common Areas.

TT. "Supplemental Declarations" refers to supplements to the Original Declarations of record in the Register's Office at **Book 132 Page 364, Book 333 Page 601, Book 333 Page 688, Book 334 Page 1, and Book 360 Page 305, Book 336 page 706, Book 338 page 140, Book 341 page 5, Book 341 page 13, Book 341 page 18, Book 346 page 114, Book 346 page 121, Book 346 page 173, Book 346 page 183, Book 379 page 322, Book 437 page 548, Book 447 page 236, and Book 470 page 388.** The Supplemental Declarations subject the property therein described to the Original Declarations and in most cases subject the property to Supplemental Conditions in addition to the matters found in the Original Declarations. The Supplemental Declarations are incorporated herein by reference.

UU. "Unimproved Lots" refers to Lots in Renegade Mountain without a completed structure of any kind as of the date this Declaration is recorded in the Register's Office or thereafter.

VV. "Utility Easement" shall mean and refer to those areas of land so designated or described on any Plat, the Original Declaration or this Declaration as specifically depicted or stated therein and for the installation, repair, maintenance and replacement of all pipe, conduit, wire, poles, equipment, pumps, transformers, tanks and any other structure or equipment required for the delivery to Renegade Mountain Lots, Living Units and Common Areas, utilities such as but not limited to: electricity; water; sewer; telecommunications including but not limited to telephone, cable TV, internet; natural gas; propane gas; and any other utility.

WW. "Utility Vehicle" shall mean and refer to any vehicle not designed for highway use and shall include, but not be limited to: four wheelers, three wheelers, mini-bikes, dirt bikes, go carts, golf carts, side by side vehicles and other similar type vehicles whether or not registered with the State of Tennessee.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITION OF PROPERTY; REPLATTING; CORRECTIVE INSTRUMENTS

A. Property Subject to This Declaration - The property subject to this Declaration is described in **Exhibit A** and any property added pursuant to this Article.

B. Addition of Property - Among the properties that may be added by the Declarant or third parties as described by their uses are: Single Family Attached Residential, Single Family Detached Residential, Multi-Family Residential, commercial, Common Areas, Limited Common Areas, Roads and other legally recognized concepts of real property development.

Addition of property to Renegade Mountain is within the sole and exclusive discretion of Declarant and there is no obligation for Declarant to add property to Renegade Mountain. No party or entity has a right to add property to Renegade Mountain without Declarant's approval. Subject to this Article, applicable Rules and Regulations, terms agreeable to Declarant, and collection of Fees imposed by Declarant, property may be added to Renegade Mountain.

The following apply to any proposed addition to Renegade Mountain:

1. Procedure - The Declarant, through its Board may promulgate Rules and Regulations to be followed by third parties wishing to annex property to Renegade Mountain.
2. Fees - The Declarant, through its Board may impose fees upon applicants for the privilege of adding property to Renegade Mountain and/or for use of Roads and Common Areas.
3. Municipal and/or State Approval - the applicant must meet the requirements of the applicable municipal body and the State of Tennessee, as required, and have final approval to develop the property as proposed.
4. Declarant's Approval - Affirmative two-third ($\frac{2}{3}$) vote in favor of annexation of all Memberships In Good Standing authorized and entitled to vote at a meeting called to consider annexation is required.
5. Supplemental Declaration - If annexation is approved by the municipal body and/or the State of Tennessee and Declarant, then a Supplemental Declaration must subsequently be recorded in the Register's Office.

6. Requirements of the Supplemental Declaration:

- a. Must be executed by Declarant, by and through its President and the applicant. Any Fees imposed by Declarant as a condition of annexation must be paid in full prior to Declarant executing the Supplemental Declaration; and
- b. Must contain the legal description of the property annexed; and
- c. Must not exempt owners of the annexed property from equitably sharing in the expenses of the Declarant including, but not limited to, expenses of maintaining the Roads and Common Areas of Renegade Mountain; and
- d. May contain conditions, covenants, restrictions and easements that reflect the unique character of the property annexed with the express written approval of the Declarant; and
- e. Must not eliminate or amend any provision of this Declaration without express written approval of the Declarant.

C. Replatting of Property in Renegade Mountain:

1. Further Subdivision - Lots may not be subdivided or separated into smaller lots without the express written approval of Declarant.
2. Combination of Lots
 - a. To Form Larger Lots - Lots may not be combined to make larger Lots without the express written approval of Declarant. If approved and upon combination, the resulting larger Lot shall be deemed one Lot and will remain under the plan of this Declaration.
 - b. To Permit Single Family Attached Structures - Re-platting or other changes or amendments required to allow construction of Single Family Attached structures in Renegade Mountain must be approved by Declarant. If approved, the properties will remain under this Declaration.
3. Unplatting Lots from Renegade Mountain - Lots may not be unplatted from Renegade Mountain, nor incorporated into independent developments adjoining, abutting or adjacent to Renegade Mountain, and removed from the plan of this Declaration without the express written approval of Declarant.
4. Unpaid Assessments and Fines - Declarant may condition approval of replatting or unplatting upon past due Assessments and fines charged to the property being paid.

5. Costs: Fees

a. The property owners requesting approval of any of the actions of this Article II(C)(1 - 4) shall incur and pay the expenses of the actions including, but not limited to, survey, recording plats and documents.

b. Declarant may set policies and fees for the actions of Article II(C)(1 - 4).

D. Corrective Deeds - Corrective deeds or similar corrective instruments are not prohibited.

ARTICLE III

ORGANIZATION OF RENEGADE MOUNTAIN COMMUNITY CLUB

All Owners, by virtue of accepting a deed or other conveyance of a Lot, Living Unit or Parcel of Land in Renegade Mountain, is automatically a Member of Declarant and Member status runs with the title to the land. There are different classifications of Membership and criteria for those as set out in this Article III.

A. Classes of Membership

1. Pre-1972 Membership is voluntary and subject to all the following:

a. The applicant must meet the following criteria:

i) Own at least a 50% interest in a Pre-1972 Property or Properties. Members may apply for Pre-1972 Membership, or if an entity, Business Membership, for each Pre-1972 property they own. Upon demand, applicants must provide Declarant acceptable proof of Instruments of Title.

ii) Apply to Declarant for Pre-1972 or Business Membership and meet all other criteria for Pre-1972 Membership status as established in this Declaration, the By-Laws and Rules and Regulations.

b. Memberships In Good Standing Status - Members with Pre-1972 Membership(s) that meet and maintain the following conditions have a Membership(s) In Good Standing status: 1) Paid current on all Assessments, Fines, and Fees; 2) Privileges of using Common Areas are not suspended, and 3) Membership status is not otherwise suspended for violations of this Declaration, the By-Laws or Rules and Regulations. Only

Members with memberships In Good Standing may vote at annual and special meetings and have use and enjoyment of the Common Areas.

c. Loss of Pre-1972 Membership - If a holder of a Pre-1972 Member loses their Membership(s) In Good Standing status for whatever reason, their Pre-1972 Membership is automatically and permanently forfeited. To regain the benefits of having a Membership In Good Standing status, that Owner must apply and be accepted for Post-1972 Membership pursuant to requirements of Article III(A)(2) and then may achieve and maintain Post-1972 Membership In Good Standing status.

d. Voluntary Application for Post-1972 Memberships - Owners of one or more Pre-1972 Property may apply for Post-1972 Membership, or if an entity, Business Membership, at any time pursuant and subject to the requirements of Article III(A)(2).

e. Failure To Apply for Any Membership Status - Owners of Pre-1972 Properties that are not granted any form of Membership status provided in this Article III shall remain Pre-1972 Members with only those privileges and rights provided by their Instruments of Title and the Original Declarations, if any, and shall have no privileges pursuant to this Declaration (such as voting at Declarant annual and special meetings and use of Common Areas). Pre-1972 Members shall have obligations to Declarant as stated in their Instruments of Title and the Original Declarations, if any.

f. Prior Issued Pre-1972 Memberships - Pre-1972 Memberships, to include Business Memberships regarding Pre-1972 properties, issued by Declarant prior to the recording of this Declaration and which still maintains Membership In Good Standing status shall retain the same subject to this Declaration, By-Laws and Rules and Regulations.

2. Post-1972 Membership is mandatory and subject to all the following:

a. Eligibility - an applicant must meet the following criteria:

i) Own at least a 50% interest in a Post-1972 Property or Properties. Members must apply for a Post-1972 Membership for each Post-1972 Property they have an interest in. Upon demand, Applicants must provide Declarant acceptable proof of Instruments of Title.

ii) All Owners of Post-1972 Properties must apply to Declarant for Post-1972 Membership(s) and meet all other criteria for Post-1972 Membership as established in this Declaration, the By-Laws and Rules and Regulations;

iii) If the Owner of a Post-1972 property is an entity such as a corporation, limited liability company or trust, then its Membership shall be designated a “Business Membership” with all the other requirements and privileges of Post-1972 Membership attached to it.

b. Prior Post-1972 Memberships and Business Memberships - Post-1972 Memberships and Business Memberships issued by Declarant prior to the recording of this Declaration and which have maintained their Membership In Good Standing status shall continue to be recognized subject to this Declaration, By-Laws and Rules and Regulations.

c. Membership In Good Standing Status - Members with Post-1972 or Business Membership(s) that meet and maintain the following conditions have a Membership(s) In Good Standing status: 1) Paid current on all Assessments, Fines, and Fees; 2) Privileges of using Common Areas are not suspended, and 3) Membership status is not otherwise suspended for violations of this Declaration, the By-Laws or Rules and Regulations. Only Members with Memberships In Good Standing may vote at annual and special meetings and have use of the Common Areas.

3. Business Membership – Subject to the Pre-1972 and Post-1972 Membership requirement listed in subsections 1 and 2 above, any entity, not a natural person (such as but not limited to corporations, limited liability companies, or trusts), that owns at least a 50% fee simple interest in a Lot or Living Unit that is either a Pre-1972 or Post-1972 Property in Renegade Mountain shall apply for a Business Membership. If the Business Membership achieves and maintains a Membership(s) In Good Standing status, the entity shall be entitled to designate two natural persons to enjoy the privileges of Membership In Good Standing in accordance with the Rules, and shall designate one, of the two entitled persons, to cast votes on behalf of the entity.

4. Associate Membership - Any Member holding Pre-1972 or Post-1972 Membership, is a natural person residing in a Living Unit/Lot, and where the Member holds a Membership in Good Standing status for that Living Unit/Lot may petition the Board, citing extenuating circumstances (including, but not limited to: care or boarding of an elderly, sick, disabled, or special needs person or other similar circumstance), for issuance of an Associate Membership which will allow more than two (2) Members per Living Unit/Lot to enjoy the privileges of Membership except the right to vote at annual and special meetings. The Board will issue Associate Membership by resolution subject to this Declaration, By-Laws and Rules and Regulations. Payment of Assessments is a condition of Associate Membership.

5. Temporary Membership - For purposes of promoting Renegade Mountain, and in the best interests of Members, the Board is authorized to issue Temporary Membership to persons such as, but not limited to, potential purchasers of Lots or Living Units, Realtors, or potential investors in Renegade Mountain or additions thereto. Temporary Membership shall expire no later than 180 days after issue and may not be renewed. Privileges included with, and fees for (including complimentary) Temporary Membership shall be at the discretion of the Board. Temporary Memberships shall have no right to vote at annual or special meetings.

6. Other Classifications of Membership - The Board and Declarant reserve the right to designate other classifications of Membership that may be beneficial to the Declarant. Other classifications may be added through amendment or supplement to this Declaration.

B. Privileges, Conditions and Obligations of Membership

1. Voting Rights - Each Lot or Living Unit possessing a Membership in Good Standing with Declarant shall have only one (1) vote to be cast at any annual or special meeting of the Declarant regardless of the number of its Owners. Only Members with Memberships In Good Standing, duly authorized and entitled to vote may cast the vote subject to the following:

a. Pre-1972 Properties Whose Owners Have Not Obtained Membership - Owners of Pre-1972 Properties who have not obtained Membership of any classification are not eligible to vote in annual or special elections.

b. Ownership By Multiple Parties - if the Lot or Living Unit is owned by multiple parties, the Owners will designate one (1) natural person to cast the vote. The designation must be known to the Declarant at least ten (10) days before any scheduled annual or special meeting or that vote will not be counted

c. Ownership By An Owner Holding Business Membership - The entity may designate in writing two natural persons who shall enjoy the privileges of membership and if appointed, shall further appoint one of the two natural persons to cast the vote for the entity. The designation must be delivered to the Declarant at least ten (10) days before any scheduled annual or special meeting or that vote will not be counted.

2. Use of Common Areas - use of Common Areas shall be only by Members with one or more Memberships In Good Standing subject to the following:

a. Ownership By Natural Persons - A Membership held by natural persons may designate in writing up to two (2) of the Owners of the Lot or Living Unit which shall include their immediate families (children under 18

years of age, 22 years of age if enrolled in higher education) to have use of the Common Areas.

b. Ownership By an Entity - A Membership held by one or more entities such as corporations, limited liability companies or trusts, may designate a total of two (2) persons in writing to have use of the Common Areas.

C. Waiting Period - the following waiting periods will apply from the date a Member attains Membership In Good Standing status:

1. New Owners - Natural persons or entities that have not previously owned property in Renegade Mountain shall wait thirty (30) days from attaining Membership In Good Standing status before enjoying the benefits of Membership such as but not limited to voting in annual and special meetings and using Common Areas.

2. Reinstated Members - Members who have been suspended by the Declarant for whatever reason, or Members with Memberships that were expelled from the Corporation, after reattaining Membership In Good Standing status, must wait forty-five (45) days from the reinstatement date before enjoying the benefits of Membership such as but not limited to voting in annual and special meetings and using the Common Areas.

D. Transference - Membership(s) In Good Standing status, Memberships or written evidence of the same (such as a membership card) may not be sold, assigned, or transferred by any form of conveyance or by operation of law.

ARTICLE IV

OPERATION OF RENEGADE MOUNTAIN COMMUNITY CLUB AND BOARD

Most day-to-day decisions about the maintenance of the Roads and Common Areas and enforcement of this Declaration are the responsibility of the Board. For those decisions requiring Member's approval, annual and special meetings provide a public opportunity for discussion. Only Members with Memberships In Good Standing status are permitted to vote.

A. Annual Meeting.

1. When called - The Annual Meeting will be called every year for the election to the Board of the class of directors whose term then expires and for other business requiring approval of the Members with Memberships In Good Standing. The meeting date shall be as set forth in the By-Laws.

2. Quorum - Voting at an Annual Meeting requires the presence of a certain number of Memberships In Good Standing (in person or by proxy) as set forth in

the By-Laws.

3. Notice - Notice of the Annual Meeting shall be given to every Member with Membership(s) In Good Standing. Notice requirements of the By-Laws and Tennessee law will be followed.

B. Board Meetings.

1. Board's Responsibility - Except as specifically provided for in this Article or elsewhere in this Declaration, the Board has been delegated the power, and has the authority to act on behalf of the Declarant in all matters.

2. Meetings - At a minimum, the Board will meet immediately after each Annual Meeting and quarterly on the 2nd Friday of January, April, July and October, or any meeting adjournment thereof. All quarterly meetings will be open to all Members with one or more Memberships In Good Standing where they will be given an opportunity to address the Board.

3. Additional Requirements - Requirements such as but not limited to quorum, voting, and notice of the By-Laws and Tennessee law will be followed.

4. Recordkeeping - The Board shall keep, or cause to be kept, a record of all meetings of the Board and the Membership. For each action taken, the record must state the vote and a description of the action approved, and, if applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record must be available for inspection by any Member with one or more Memberships In Good Standing, except for records of closed meetings of the Board.

ARTICLE V

ASSOCIATION BUDGET

The Board is responsible for the fiscal management of the Declarant.

A. Fiscal Year - The fiscal year of the Declarant will begin January 1 of each year and end on December 31 of that year. The Board must prepare and recommend an annual budget.

B. Budget - The Board shall develop, publish and recommend by resolution, a draft budget at least thirty (30) days prior to each Annual Meeting where the Members with memberships In Good Standing shall vote to change, disapprove or approve the recommended budget. Should the Board fail to recommend or the Members with Memberships In Good Standing fail to approve the Annual Budget, the Board shall continue to operate using the last budget approved by the membership. The annual budget will estimate total expenses to be incurred by the Declarant in carrying out its responsibilities. Failure to provide a budget as set forth herein shall not excuse the payment of all Assessments by Members. The budget must include:

1. The cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering of all services required or permitted under this Declaration;
2. Reasonable amounts, as determined by the Board, for working capital for the Declarant and for reserves;
3. Fees for professional management of the Declarant, legal counsel, and accounting;
4. Taxes;
5. An estimate of revenues from the Annual Assessment.

C. Reserves - To the best of its ability, Declarant shall accumulate and maintain adequate reserves for working capital, contingencies, and replacements, and include those in the annual budget to be collected as part of the Annual Assessment. Extraordinary expenses not originally included in the annual budget will be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose. If there is an excess of reserves at the end of a fiscal year, such excess may be used to reduce the Annual Assessments for the following year.

D. Annual Dues Assessments - The Board, by resolution shall develop, publish and recommend Annual Assessments for the following calendar year at least thirty (30) days in advance of an Annual Meeting, where the Members with Memberships In Good Standing shall change, adopt or reject the proposed Annual Assessments by majority vote. Should the Board fail to recommend and/or the Membership fail to approve the proposed Annual Assessment, the Board shall continue to use the last assessment approved by the membership.

E. Quarterly Profit and Loss Statements - The Board shall cause a quarterly profit and loss accounting, reconciled to all bank accounts, to be prepared, published and approved by the Board, not later than 15 days following the end of every calendar quarter.

F. IRS Reporting - The Board shall prepare and publish an annual tax return, to include all schedules, not later than 15 days following the due date of same.

G. Capital Improvements - The Board shall determine whether capital improvements are needed, prepare cost estimates and make recommendations to the membership. The Members with Memberships In Good Standing must approve the capital improvement proposal by majority vote including funding either through Annual or Special Assessments. Capital improvement proposals may be made at annual or special meetings of the membership as long as the meeting notice includes consideration of the capital improvement as a purpose of the meeting.

H. Reserves shall be kept separate from other Declarant funds - All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE VI

COVENANTS TO PAY ASSESSMENTS

The cost of fulfilling the Declarant's financial obligations is divided equitably among all Post-1972 Properties, and in some cases, Owners of Pre-1972 Properties as set forth herein. To ensure that the Declarant has a reliable source of funds and to protect those Members who contribute their equitable share, all Owners of Post-1972 properties, for each Lot and Living Unit owned, are deemed to have agreed to pay the Assessments as set out in this Declaration and that those Assessments are a personal obligation (against natural persons and entities) as well as a charge to their Lot and Living Unit subject to collection, lien and enforcement provisions set forth in this Declaration. Pre-1972 Owners with Voluntary Pre-1972 Memberships also contribute to Declarant's financial obligations. The Assessments are classified as follows:

1. Annual Assessments for expenses included in the annual budget
2. Special Assessments for the purposes provided in this Declaration
3. Individual Lot Assessments for any charges particular to that Lot

A. Obligation To Pay Assessments

1. Owners of Pre-1972 Properties
 - a. If these Owners have not voluntarily obtained Membership of any classification, they are obligated for Individual Lot Assessments only.
 - b. If these Owners have voluntarily obtained Membership of any classification, they are obligated for Annual and Individual Lot Assessments only.
2. Owners of Post-1972 Properties are obligated to pay Annual, Special and Individual Lot Assessments.

B. Annual Assessment - The Annual Assessment for fiscal year 2022 (subject to change after fiscal year 2022) shall be distributed, assessed and levied as follows on Lots or Living Units in Renegade Mountain:

1. Improved Lots or Living Units anywhere in Renegade Mountain:
 - a. Post-1972 Properties: \$250.00
 - b. Pre-1972 Properties: \$150.00
2. Unimproved Lots anywhere in Renegade Mountain except in Blocks 10, 10A, 11, 12, and 12A:

- a. Post-1972 Properties: \$150.00
- b. Pre-1972 Properties: \$75.00

3. Unimproved Lots in Blocks 10, 10A, 11, 12, and 12A in Renegade Mountain:

- a. Post-1972 Properties: \$75.00
- b. Pre-1972 Properties: \$50.00

4. Associate Memberships: \$100.00.

C. Special Assessments -

1. Capital Improvements - The Board will evaluate the need for capital improvements, develop cost estimates for alternative solutions, and estimate the required Special Assessment of each alternative. That information, together with the Board's recommended course of action will be presented in writing to all Post-1972 Members, irrespective of Membership status. Members with Memberships In Good Standing authorized and entitled to vote shall vote to change, disapprove or approve the recommended Capital Improvement and Special Assessment at any Annual or Special Meeting of Declarant where proper notice was given and which notice includes the Capital Improvement Assessment project.

2. Emergency Special Assessment - A Special Assessment may be imposed for any unusual or emergency maintenance or repair or other emergency expense that this Declaration requires the Declarant to pay (including, after depletion of reserves, any unexpected emergency expenditures not provided by the budget). The Board may expend any emergency funds necessary to mitigate further damage or provide for the safety of its members, only, until a membership meeting may reasonably be called for the purpose of approving the Emergency Special Assessment.at a meeting called for the Emergency purpose.

3. Limitation - Excluding any Emergency Special Assessment, there shall not be more than one (1) Special Assessment for a capital improvement levied against the membership in any two-year period. If a Special Assessment for an emergency is levied against the membership, no Special Assessment for a capital improvement shall be proposed or levied against the membership for the next two-year period.

D. Individual Lot Assessments - The Board may levy an Individual Lot Assessment against a particular Lot or Living Unit for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or Living Unit or any other charges designated in this Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of reasonable attorney fees, court costs and discretionary costs of litigation whether or not a lawsuit is brought (at trial or on appeal), collection costs and

costs incurred by the Declarant in enforcing this Declaration.

E. Effect of Nonpayment of Assessment; Remedies.

1. Personal Obligation - All Assessments, together with any late fees, interests, and costs of collection when delinquent, including reasonable attorneys' fees (at trial or on appeal) whether or not a lawsuit is brought, shall be the personal obligation of the person or entity who was the Owner of the Lot or Living Unit at the time the Assessment was levied. No Member may waive or otherwise escape liability for the Assessment by abandonment of the Lot or Living Unit, sale or non-use of the Roads or Common Areas.

2. Creation of Lien. The Assessment shall also be a continuing lien on the Lot and Living Unit against which the Assessment is made, which lien is effective upon recording a claim of lien but relating back to and having a priority as of the date of the Original Declarations. This lien in favor of the Declarant will secure the Assessment that is then due and any that may accrue subsequent to the recording of the claim of lien and before foreclosure. The lien in favor of the Assessment is subject to the subordination provisions herein.

3. Lawsuit for Payment; Foreclosure of Lien - The Declarant may bring an action at law or in equity against the Owner personally obligated to pay the Assessment, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Declarant, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot or Living Unit foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage, convert and convey the Lot or Living Unit.

4. Subordination of the Lien to Mortgages - The lien of the Assessment will be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments that became due before the sale or transfer.

5. Other Remedies - Declarant may assess fines and suspend the voting rights and right to use of Common Areas by an Owner for any period during which any Assessment against the Owner's Lot or Living Unit remains unpaid as permitted by law.

6. Certificate of Payment - The Declarant, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any Assessments are owed by that Owner. The Board may establish a reasonable fee for such certificate. Such certificate will be conclusive evidence of payment of an Assessment through the date of the certificate.

F. Foreclosure and Bankruptcy Auction Properties: Lots or Living Units purchased at a foreclosure or bankruptcy auction will have one (1) year of Annual Assessment (at the current calendar year rate) assessed to the property, due and payable to the Declarant within thirty (30) days of purchase. On January 1 of the calendar year following purchase, prorated, regular scheduled Annual Assessments will be assessed. Subsequent year's Annual Assessments will be as recommended by the Board and approved by the Members with Memberships In Good Standing.

G. Maximum Increase of Annual Assessment - Annual Assessments may not be increased more than 20% from one fiscal year to the next.

H. Service Levels - The Board may, but is not required, to recommend a lower Annual or Special Assessment for Lots or Living Units receiving fewer services.

I. Effective Date of Assessments - the levy of the Annual Assessment is deemed to be made the date contained in the notice of assessment. The levy of Special Assessment is deemed to be made upon the date approved by the vote of Members with Memberships In Good Standing at any meeting called for same. Individual Lot Assessments are deemed to be made on the date assessed in writing.

J. Unless specifically approved by the Board, installment payments of Annual Assessments are not authorized. The Board may, in their discretion, permit a payment plan for past due and unpaid Assessments under terms they deem prudent given the particular case. However, the Board is not required to offer or agree to payment plans, or agree to the same terms case to case. While the payment plan payments remain current by the Member, no lien shall be filed on the Lot or Living Unit and no interest on delinquent amounts shall accrue. Should the Member default in their payment plan, all unpaid and past Assessments shall become immediately due and payable, and interest and other costs of collection shall attach. Payment plans once in effect will not be revoked unless the Member defaults.

K. Duties of the Board - The Board shall be responsible to send written notice of Annual Assessments to each Member, at their last known address of record, and to set any due date thereof.

ARTICLE VII

COMMON AREAS AND ROADS

A. Common Areas - In the Court Order, the Court found and ordered that all Members with Memberships In Good Standing, subject to this Declaration, have an easement of use and enjoyment to the following unplatted areas: entrance area, guard shack, sports park, pool, playground and tennis courts (referred to as Common Areas) and that the Declarant will have control of the Common Areas.

The Declarant may, but is not obligated to, take title in fee simple interest to the Common Areas described in the immediate, preceding paragraph upon the affirmative two-third ($\frac{2}{3}$) vote of

all Members with Memberships In Good Standing authorized and entitled to vote at a meeting called to consider the same.

The Declarant may, but is not obligated to, add other property and facilities to the Common Areas upon the affirmative two-third ($\frac{2}{3}$) vote of all Members with Memberships In Good Standing authorized and entitled to vote at a meeting called to consider the same. Addition of property or facilities to Common Areas may be by lease, easement of use and enjoyment or purchase. Declarant may hold title to additional Common Areas.

B. Roads - In the Court Order, the Court found and ordered that the all Members of the Declarant, subject to this Declaration, have an easement of use and enjoyment to the Roads, both platted and unplatted, from the entrance at US Hwy 70 to their Living Unit or Lot in the most practical direct manner. Specifically, this easement of use and enjoyment of Members with Memberships In Good Standing extends to all platted and unplatted roads in Renegade Mountain, referred to in the Court Order and Exhibit 41 referenced therein. The Declarant will have control over the roads.

The Declarant may, but is not obligated to, take title in fee simple interest of the Roads described in the immediate, preceding paragraph upon the affirmative two-third ($\frac{2}{3}$) vote of all Members with Memberships In Good Standing authorized and entitled to vote at a meeting called to consider the same.

The Declarant may, but is not obligated to, add other Roads upon the affirmative two-third ($\frac{2}{3}$) vote of all Members with Memberships In Good Standing authorized and entitled to vote at a meeting called to consider addition of the same. Addition of Roads may be by lease, easement of use and enjoyment or purchase. Declarant may hold title to additional Roads.

Declarant shall not be responsible for maintenance, upkeep or repair of, nor liable for damages (including personal injury, death or property damage) resulting from any road, street or right of way within Eagle's Nest Development including, but not limited to, Upper Eagles Nest Road and Lower Eagles Nest Road as shown in **Plat Book 10, Page 795** and **Plat Book 11, Page 720**, and any amendment to the same, said Register's Office.

C. Temporary Use Agreements - The Declarant, by and through the Board, may:

1. Allow temporary use of the Common Areas and Roads to persons or entities not Members of the Declarant for up to 90 days upon terms the Board deems reasonable and beneficial to Declarant and Members including but not limited to complimentary use.

2. Allow use of the Roads by persons or entities not members of the Declarant whose such use is required to access their property located outside of Renegade Mountain upon terms the Board deems reasonable and beneficial to Declarant.

3. Temporary use of Roads, if granted, shall be upon the written terms of that use, this Declaration and Rules and Regulations. The Board may terminate use, and assess fines for misuse of the Roads or use contrary to the terms of use.

D. Maintenance; Management; Contracts

1. Declarant's Responsibility. Within financial, budgetary and other limitations, the Declarant will be responsible for the management, control, maintenance, access and repair of Common Areas and Roads, and will keep the same, attractive, clean, and in good repair.

2. Management Agreements. The Declarant may contract with third parties for the performance of all or any portion of the management, control, maintenance and repair of the Common Areas and Roads. Management, control, maintenance and repair costs will be included within the Assessments.

E. Capital Improvements - The Declarant may make capital improvements to the Common Areas and Roads and may modify their uses.

F. Damage or Destruction of Common Areas or Roads by Members, Owners or Temporary Users - If any Member, Owner or Temporary User, or their guest, customer, tenant, licensee, agent, employee or family member damages any of the Common Areas or Roads as a result of negligence or misuse, the Member, Owner or Temporary User hereby authorizes Declarant to repair the damage. The cost of repair will be the personal obligation of that Member, Owner or Temporary User, and for Owners and Members only, will be an Individual Lot or Living Unit Assessment charged to the Member's Lot or Living Unit.

G Use to Comply with Declaration; Speed Limits - Use of the Common Areas and Roads by Owners, Members or Temporary Users, their families and guests will be in compliance with this Declaration and Rules and Regulations promulgated by the Board. The Rules and Regulations may restrict the time of use for amenities and set forth other reasonable limitations. No Member will be entitled to any rebate or reduction in their Assessments on account of any such restrictions imposed on use or their lack of use. Rules and Regulations will be published on the Declarant's website and otherwise available from Declarant on request.

ARTICLE VIII

LIMITED COMMON AREAS

Multi-Family Structures exist in Renegade Mountain that contain apartments, condominiums, townhomes and/or timeshare units. These Multi-Family Structures have integrated, connected or adjacent Limited Common Areas such as, but not limited to, sidewalks, parking areas and sewer systems. All Limited Common Areas are for the exclusive use of Owners of Living Units in the Multi-Family Structures and their families, guests and invitees. A separate property owners association(s) for these Multi-Family Structures is required for the purpose of owning, managing, maintaining, repairing and improving the Limited Common Areas of these Multi-Family Structures. Owners of Living Units in these Multi-Family Structures are members of their respective property owners' association with privileges and responsibilities set forth in their governing documents. Declarant is not responsible or liable for the management, maintenance, repair or improvement of those Limited Common Areas. Members of Declarant who

are not Owners of a Living Unit in Cumberland Point, Laurel Hills, or Woodridge are not obligated to contribute to the expenses associated with the Limited Common Areas. However, Owners of Living Units in these Multi-Family Structures are Members of the Declarant and subject to this Declaration.

ARTICLE IX

EASEMENTS, UTILITIES AND SERVICES

- A. Easements appearing on any plat referenced in **Exhibit A** will be observed.
- B. Easements declared, granted or reserved in the Original Declarations, or Supplemental Declarations, are confirmed and shall continue to exist pursuant to the terms thereof.
- C. As stated elsewhere within this Declaration, Members or Members In Good Standing, as the case may be, hold an easement of use and enjoyment of the Roads and Common Areas subject to this Declaration. This easement will be appurtenant to and shall pass with title to every Lot and Living Unit, where such Membership is held.
- D. Should Declarant obtain title in fee simple to any or all of the Roads or Common Areas or add property to the Roads or Common Areas, then an alienable utility easement is reserved unto itself over, on or under said Roads and Common areas for installation, repair, maintenance and replacement of all pipe, conduit, wire, poles, equipment, pumps, transformers, tanks and any other structure or equipment required for the delivery to Renegade Mountain utilities such as but not limited to: electricity; water; sewer; telecommunications including but not limited to telephone, cable TV, internet; natural gas; propane gas; and any other utility.
- E. Water is currently supplied to Renegade Mountain by Crab Orchard Utility District. Declarant has no part or control of distribution of water in Renegade Mountain, water quality or pressure; repair, maintenance or extension of water lines. Crab Orchard Utility District possesses multiple utility easements in Renegade Mountain to effectively operate, repair and extend water lines.
- F. Cumberland Point Condominium owners' association operates and maintains a private sewer system that serves a limited number of Lots and Living Units. Declarant is not an owner or operator of that system and is not liable for the same. Declarant has no part or control of the Cumberland Point Condominium sewer system or the extension of that system. The remaining portion of Renegade Mountain must use private septic systems. Design, installation, operation, maintenance and repair of private septic systems are regulated by the State of Tennessee and the responsibility of the individual Owner.
- G. Electricity, Water, Telephone, Internet, Propane Gas and Satellite TV services are available to residents of Renegade Mountain by direct contract with providers. Declarant has no control of, or interest in, those services.
- H. Water Wells - if water service from Crab Orchard Utility District or their successor

is available at a Lot or Living Unit, the Owner must connect to that service for any new home construction. The installation or operation of a water well on any Lot or Living Unit shall be approved by Declarant's Board or the ARC, as the case may be, prior to any drilling.

I. Services such as garbage collection, mail delivery and school transportation services do not now exist in Renegade Mountain.

J. There is a blanket easement throughout Renegade Mountain, the Common Areas and Roads for police powers and services as well as other emergency responders such as ambulance, paramedics and fire that may be supplied by the local, state, and federal governments and for any security services that may be provided by the Declarant. However, the Declarant does not now nor is obligated to provide security or other emergency services.

K. Upon recommendation of the Board and the affirmative two-third ($\frac{2}{3}$) vote by the Members In Good Standing authorized and entitled to vote, Declarant may operate, in its own name or through a wholly owned subsidiary, a utility provider or provider of other services. Nothing herein shall require Declarant to provide or operate any utility or service on Renegade Mountain.

ARTICLE X

USE OF PROPERTY

The following restrictions are imposed on the use of the Parcels of Land, Lots and Living Units to promote the health, safety, value and desirability of Renegade Mountain and limit uses that may be a nuisance or danger to other Owners.

A. Residential Use - Use of Parcels of Land, Lots or Living Units in Renegade Mountain are limited to Residential.

However, this provision is not intended to prohibit:

1. Uses currently in effect on the date this Declaration is recorded in the Register's Office that are consistent with the Plat designation.
2. Commercial uses that are incidental to the Residential use of Lots or Living Units. Signage promoting or identifying commercial uses is prohibited. No building may be erected or modified on any Lot for commercial use. Declarant may maintain non- Residential uses of property it owns if approved by Members with Memberships In Good Standing.
3. Marketing and sale of short-term vacation rentals of Living Units in existing Multi-Family Structures or Living Units in Multi-Family Structures added to Renegade Mountain pursuant to Article II within.
4. Marketing and sale of short-term vacation rentals or longer-term Residential rentals in Renegade Mountain.

5. Marketing and sale of Interval Ownership interests, or Timeshares, in existing Multi-Family Structures or Multi-Family Structures added to Renegade Mountain pursuant to Article II within.

B. Maintenance of Exteriors. Each Member and Owner shall at all times maintain the exterior of their Lot, Living Unit, or Multi-Family Structure in an attractive and sanitary condition. "Exterior" refers to all fixtures attached thereto, lawns and landscaping. If a Member or Owner fails to undertake the necessary repair or maintenance within thirty (30) days of notice of a violation cited by Declarant, or fails to complete the work within sixty (60) days of the notice, Declarant may, but is not required to, perform the repairs or maintenance. The costs of these repairs or maintenance, plus a 15% administrative fee, shall be charged to and paid by the Member or Owner. If the Member or Owner fails to make payment within ten (10) days of the invoice date, the costs and fees may constitute an Individual Lot Assessment against the Lot or Living Unit as well as a personal obligation. Each Member and owner grants Declarant and its contractors, employees and agents an easement to enter onto the Member's or Owner's Lot or Living Unit to carry out the work. Declarant shall make reasonable attempts to contact the Member or Owner in advance and to have the Member or Owner present when inspecting or conducting work under this subsection. Additionally, the Declarant may impose a fine for each day the cited violation continues.

C. Litter, Trash, Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on any Lot or Living Unit except in closed sanitary containers. Trash containers must be kept inside a garage or otherwise hidden from public view. Trash containers may be placed at the front of the Lot or Living Unit on the day designated for pickup, but only if promptly returned to the proper storage area as soon as possible.

D. Nuisances. No Member or Owner may cause or permit unreasonable noises or odors on or from their Lot or Living Unit. No Member or Owner may commit or permit any nuisance or illegal activity, or anything that may be a nuisance, or a noxious or offensive activity to the other Members or Owners or their guests or tenants. Soliciting within Renegade Mountain is strictly prohibited without the approval of Declarant.

E. Parking. There shall be no parking on the Roads of Renegade Mountain, except in any location clearly marked and intended for temporary parking. Nothing in this subsection shall prevent temporary parking on a street or road for up to 8 hours, to attend a gathering or social event, where temporary overflow parking is required.

F. Animals/Pets. Dogs shall be kept under control by its owner at all times; leashes are highly recommended. All owners of pets are required to clean-up after their pets within Renegade Mountain. The Declarant may require an Owner to remove a pet or animal from Renegade Mountain if it presents a danger or unreasonable annoyance to other Owners, their guests or tenants. Commercial breeding and or sale of animals on or from the Lots or Living Units is prohibited.

G. Additional Rules and Regulations; Fines. Declarant reserves the right to adopt and

enforce additional Rules and Regulations, including fines, regarding use of property in Renegade Mountain in accordance with the actions below:

(1). The Board shall adopt and approve each new Rule and Regulation, including the imposition of Fees, Fines and penalties at a Quarterly Board Meeting or any adjournment thereof.

(2). The Board shall publish the new Rule or Regulation by email to Members and post same to the Declarant's website.

(3). The new Rule or Regulation shall be effective thirty (30) days after the date of posting, unless, at least ten (10) Members with Membership(s) In Good Standing, authorized and entitled to vote, provide a written objection to the new Rule or Regulation. The objection will contain the specific point(s) of objection and a possible solution(s).

(4). If an objection is filed, as described above, the Board will make every attempt to resolve the objections with the members.

(5). If no resolution can be found, the new Rule or Regulation shall not be instituted or enforced. The Board, may, at its discretion, present the new Rule or Regulation to the membership at any General, Annual or Special Meeting for adoption by a majority vote. Upon affirmative vote the new Rule or Regulation shall become effective immediately. Dependent on the urgency of said new Rule or Regulation, the Board shall determine how and when to call a membership meeting.

(6). Nothing in this section and subsection shall affect the validity or enforceability of any Rule or Regulation, approved by the Board, and in effect before the recording of this Declaration.

ARTICLE XI

ARCHITECTURAL REVIEW

The Board may establish Rules and Regulations to be known as Design and Construction Guidelines (hereafter Guidelines) establishing standards and procedures for approval of proposed major landscaping, any landscaping near roads (20'), new home construction, additions, detached structures, modifications or repair to outside of structure, on any Parcel of Land, Lot and Living Unit in Renegade Mountain or any additions to this Declaration. In addition, the Board may appoint an Architectural Review Committee (hereafter "ARC") to approve landscaping and construction plans and monitor the work of those projects to ensure Approved Plans are followed and completed. If an ARC is not appointed, the Board shall serve in its place. No new construction of major landscaping, additions, modifications, homes, separate structures or the external repair of structures may commence in Renegade Mountain without the approval of the Board or ARC. Interior work that will not alter the exterior appearance of a structure, and projects on behalf of the Declarant are exempt from the requirements of this Article. Guidelines may be amended from time to time by the Board in accordance with the requirements found at Article X H(1) thru (6).

Guidelines are available upon request.

A. Architectural Review Committee.

1. Composition. If established by the Board, the ARC will consist of no more than three (3) persons, who shall be Members with Memberships In Good Standing, authorized and entitled to vote. Members of the ARC will serve at the pleasure of the Board and may be replaced at any time.

2. Professional Advisors. Should the Board or ARC encounter a technical issue(s) beyond their ability, the Board or ARC may employ one or more architects, engineers or consultants to advise them, but are not required to do so. The professional advisor will be paid from fees derived from the applicant proposing the project or from the general fund of the Declarant.

B. Architectural Review Procedure.

1. Application. An application for plan review will be submitted upon a form provided by the Board or ARC. Two (2) sets of the plans and other items required for submission will be filed with the Board or ARC. One (1) set shall be retained by the Board or ARC. Since each project is of a differing scope and cost, the Board or ARC may require any of the following to be submitted with the application and specified form:

(a). Complete dimensioned building plans including exterior elevations of all sides, foundation or basement plan, floor plans of all levels, window and exterior door details, soffit and fascia details, exterior wall material, porches, decks, roof details including pitch, attached garage and carports, detached garages and accessory structures.

(b). Site Plan. This drawing shall show boundaries, setbacks, landscaping, easements, all planned improvements, gates, fountains, proposed clearing and fences.

(c). Exterior Material and Colors. Material samples and colors for roofing, siding, brick, windows and trim, exterior entry doors and trim, garage overhead door and trim, soffit, fascia, paint colors and gutters.

(d). Such other items as the Board or ARC may require.

2. Basis for Decision. The Board and ARC may consider purely aesthetic matters that will affect the desirability or suitability of the construction or landscaping to the surrounding environs. The Board or ARC may implement new Rules, Regulation and Guidelines in accordance with the requirements of Article X H(1) to (6) which shall augment the specific restrictions and requirements of this Article or Guidelines. If the Board or ARC declines to approve plans, they shall

offer changes that may result in approval of the plans.

3. **Application Fee.** The Board may impose a reasonable fee to be paid by the applicant for review and approval of their plans. Since every project, scope and cost vary, the fee is initially set at \$500 for new home construction, \$250 for additions, remodeling, detached structure and major repairs, to no cost for landscaping and minor repairs. At the Board or ARC's discretion, the fee may be raised or lowered for a particular project based on the complexity and cost of the project. An application is not complete until the review fee is paid.

4. **Notification of Approval.** The Board or ARC must notify an applicant in writing of its decision within thirty (30) days after receiving a completed application with the required attachments. If approval or disapproval is not given within thirty (30) days after submission of a completed application with required attachments, the application will be deemed approved unless the applicant agrees to an extension.

5. **Inspections.** The Board or ARC may, but is not required to, periodically inspect progress of work to ensure Approved Plans are being followed. The Board, ARC and their agents and employees, are granted an easement to enter onto the Owner's Lot or Living Unit to carry out the inspections, and released from all liability with respect to such inspections. Declarant shall make reasonable attempts to contact the Member or Owner in advance and to have the Member or Owner present when performing inspections under this subsection.

6. **Enforcement** It is the responsibility of the Applicant to ensure project Progress, timeframes and completion meet the approved plans and drawings. If any additional construction, modification or landscaping is undertaken that has not been approved and that deviates substantially from the approved plans, Declarant may bring an action for specific performance, declaratory decree, injunction and or damages. The failure to strictly enforce these provisions as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations. In addition to other remedies, the Board or ARC may impose a fine for each day of violation. Article IV(L) shall apply regarding reasonable attorney fees, costs and jury trial waiver.

7. **Liability -** The Board, ARC, Declarant and their advisors will not be liable to the applicant, or to any other third party to ensure that the proposed plans comply with any applicable building code, for inadequacy or deficiency in the plans resulting in defects in the improvements, to ensure that construction was done in accordance with the approved plans or that applicant's contractor(s) perform acceptable work.

8. **Modification of Approved Plans.** Any substantial modification to the Approved Plans, before or after construction begins, must be reviewed and

approved by the Board or ARC.

9. Certificate of Completion. Upon receipt of a certificate of completion from Cumberland County, Tennessee, the Owner will give the Board or ARC a copy. Any new construction shall not be inhabited prior to a Certificate of Completion (Occupancy) being issued.

C. Specific Plan Restrictions and Requirements. The following plan restrictions and requirements shall apply to new homes and structures constructed in Renegade Mountain. However, the Board and ARC will not be limited to these items when reviewing plans and will have discretion in the interpretation of these plan restrictions.

1. Minimum Square Footage:

(a). Blocks 10, 11, 12 and 12A - No residential structure shall be erected or placed on any building site, exclusive of garages, porches, patios and terraces, of less than 700 square feet of heated and cooled space.

(b). Blocks 15 and 16 – In addition to (c) below, those Supplemental Conditions set forth in **Book 360, page 305** shall apply.

(c). All other Blocks - No residential structure shall be erected or placed on any building site, exclusive of garages, porches, patios and terraces, of less than 1400 square feet of heated and cooled space.

2. Commercial Building - No building may be erected, placed, or permitted to remain on any Lot for business or commercial purposes.

3. Building Restriction Lines - No dwelling shall be located nearer to the streets or adjacent Lots than the applicable building setback requirements on the applicable plat, or if not specified on the plat, thirty (30) feet setback from roads and streets, and five (5) feet setback from all other sides of the property.

4. Exterior Color and Materials - The color and materials of all exterior surfaces will be subject to approval of the Board or ARC. The Board or ARC may establish a list of approved colors and materials for this purpose.

5. Non-Interference with Easements - No structure, planting, or other material may be placed or permitted to remain on a Lot if it may damage or interfere with an easement or drainage systems.

6. Fences - No fences may be erected on any Lot without prior written approval of the Board or ARC. The Board or ARC may specify the height, location, and material as conditions of any approval.

7. **Manufactured Homes** - No trailers or modular homes shall be permitted in Renegade Mountain. However, this is not intended to prohibit the type of modular homes that are built according to the same building codes as conventional site-built homes. In addition, this is not intended to prohibit panelized homes that are built according to the same building codes as conventional site-built homes.

8. **Temporary Structures** - No structure of a temporary nature, whether a trailer, tent, shack, garage, barn, work shed or any other such building, is permitted in Renegade Mountain. This restriction excludes temporary buildings used in connection with and during the construction of a building if approved by the Board or ARC. Nothing in this Section is intended to prohibit site built or prefabricated tool and equipment sheds and other similar structures with Board or ARC approval, or tents used for recreational purposes on improved lots for seven (7) days or less.

9. **Completion of Construction and Repairs** - The improvement of a Lot or Living Unit must be diligently and continuously pursued once begun and, in any event, promptly completed within one (1) year after commencement of work. The Board or ARC may, as a condition of approval, impose a deadline to complete the project.

10. **Destruction or Damage to Roads or Common Areas** - Owners will be responsible for any damage caused to Roads or Common Areas by the Owner or the Owner's employees, agents, invitees, guests, contractors, or subcontractors. Any liability incurred under this provision will be both a personal obligation and an Individual Lot Assessment on such Owner's Lot.

11. **Driveway Permits**: Driveway permits are approved by the Board or ARC and are required, prior to any construction. Owners shall apply to the Board or ARC.

12. **Parcels of Land/Lots Prior to Approval of Plans**. Unless otherwise approved by the Board or ARC, any Parcel of Land or Unimproved Building Lot shall remain in its natural or tree covered state, as the case might be, until after Approval of any respective construction plans, except for minor clearing of brush and saplings to facilitate perk testing and survey marking.

ARTICLE XII

INSURANCE AND INDEMNITY

Insurance is essential to protect the interests of the various Owners and to ensure that funds will be available for rebuilding after a casualty; however, because insurance costs may increase significantly or new types of coverage may be available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

A. Review of Coverage - The Board shall review limits of coverage for each type of insurance at least once every three (3) years.

B. Casualty Insurance - The Board shall be required to obtain and maintain fire insurance as appropriate. Endorsements for extended coverage, vandalism, malicious mischief, and windstorm should be obtained if available at reasonable cost.

C. Public Liability and Property Damage - The Board shall obtain public liability and property damage insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Areas and Roads and the activities of the Declarant. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Declarant, the Board, or other Owners.

D. Director Liability Insurance - The Board may obtain liability insurance insuring against personal loss for actions taken against members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

E. Other Insurance - The Board shall obtain and maintain worker's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may deem prudent.

F. Repair and Reconstruction after Casualty - If casualty damages or destroys any of the Common Areas, to the extent it is legally able, the Board shall arrange for and supervise its prompt repair and restoration. The Board shall obtain funds for such reconstruction first from any insurance proceeds, then from any reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

ARTICLE XIII

PARTY WALLS

A. General Rules of Law to Apply - Each wall, which is built as part of the original construction of the home upon the properties and placed on the dividing line between two Lots or Living Units shall constitute a party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and the liability for property damage due to negligent or willful acts, or omissions, shall apply thereto.

B. Sharing of Repair/Maintenance - The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

C. Destruction by Fire/Other Casualty - Should a party wall be destroyed or damaged by fire or by any other casualty, any owner who has previously used the wall, may restore it. Should the remaining owners thereafter make use of the restored wall, they shall contribute to the

cost of restoration thereof, in the same proportion to such use, without prejudice, however, to the right of any others, under any rule of law regarding liability for negligent or willful acts or omissions.

D. Weatherproofing - Notwithstanding any other provision of this Article, any owner, by his negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of repairs necessary to restore the wall to its condition prior to the exposure.

E. Right to Contribution/Runs with Land - The right of any Owner, to contribution from any other Owner regarding a party wall under this Article, shall be appurtenant to the land and shall pass to such Owner's successors in title.

F. Arbitration - In the event of any dispute(s) arising from, or regarding a party wall, or as described in this Article, the dispute(s) shall be resolved through arbitration. Each party shall choose one Arbitrator, and such Arbitrators shall choose a third Arbitrator. The majority decision of the three Arbitrator panel shall be final and conclusive of the dispute(s)

ARTICLE XIV

GENERAL PROVISIONS

This article sets forth rules of interpreting the Declaration, provides for enforcement, and sets forth the procedure to amend the Declaration.

A. Incorporation of the Land Use Documents - Any and all deeds conveying a Parcel of Land, Lot or Living Unit in Renegade Mountain shall be conclusively presumed to have incorporated therein, all of the terms and conditions of this Declaration.

B. Release From Minor Violations - The Declarant, Board and ARC, or either of them, shall have the right at any time, by written instrument recorded in the Register's Office, to release a Lot or Living Unit from minor violations of this Declaration including but not limited to (i) encroachments into easements, (ii) encroachments over building restriction lines, and (iii) construction of less than the required minimum square footage for the dwelling provided that the square footage is at least 90% of the required minimum.

C. Enforcement - The covenants and restrictions contained in this Declaration may be enforced by the Declarant or any Owner in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm, or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The doctrine of laches may not be a defense.

D. Amendment.

1. Declarant specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party to conform this Declaration to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages; conform to the requirements of mortgage lenders or title insurance companies; or perfect, clarify, or make internally consistent the provisions herein.

2. Otherwise, this Declaration may be amended by the affirmative majority vote of the Members with Memberships In Good Standing, authorized and entitled to vote in person or by proxy, for Parcels of Land, Lots or Living Units (**Exhibit A**), voting at a meeting called to consider the amendment. If approved, the amendment shall be executed by the President of the Declarant and recorded in the Register's Office and shall take effect upon recording.

3. Review. This exact Declaration, or any proposal for amendment of same, shall come before the 2022 membership meeting of Declarant, where this exact Declaration shall be validated, or any proposal for amendment shall be approved or disapproved by the affirmative majority vote of the Members with Memberships In Good Standing, authorized and entitled to vote, for Parcels of Land, Lots or Living Units (**Exhibit A**), voting at a meeting called to consider the amendment.

E. Captions - Captions and Capitalization inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration.

F. Gender and Plural Terms - Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

G. Severability - If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall not affect any of the other provisions hereof which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of Declarant or increases the liabilities of or duties imposed on Declarant will not be incorporated into this Declaration by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

H. Duration and Renewal - This Declaration (but excluding the easements herein created, which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein, including, without limitation, the provisions for assessment of Lots and Living Units, shall run with and bind all of the Lots and Living Units and inure to the benefit of Declarant, the Owners, and their respective legal representatives, heirs, successors, and assigns, for a term of 50 years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of 10 years each unless at least one year before the termination of the 50-year period or one year before the final year of each such 10-year extension, as the case may be, there is recorded in the Register's Office an instrument agreeing to terminate this Declaration, which instrument is signed by at least 75% of all Owners and all Mortgagees, upon which event this Declaration shall be terminated as of the 1st day of January of the year following the year in which such instrument was recorded, as the case may be.

I. Relationship to By-Laws - The By-Laws will govern all matters of the Declarant not set forth in this Declaration. The terms of this Declaration will prevail over any conflicting provisions in the By-Laws.

J. Attorney Fees and Costs

1. If Declarant, any Owner or any other party entitled to relief pursuant to this Declaration brings or defends a cause of action (including but not limited to collection of Assessments and enforcement of liens), at trial or appeal, whether the matter is or is not filed in court, based hereon or arising out of, under or in connection with this Declaration or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party relating to the subject matter of this Declaration, and Declarant, or Owner or the said other party prevails, then the non-prevailing party shall reimburse Declarant's, Owner's or the other said party's reasonable attorney fees, court costs, and discretionary costs, and pre and post judgment interest on demand. The same may be made a part of a judgment.

2. **Waiver of Jury Trial - THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DECLARATION OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS DECLARATION.**

This **Restated And Amended Declaration Of Covenants, Conditions, Restrictions And Easements For Renegade Mountain** is executed on the date first written above.

Renegade Mountain Community Club, Inc.

By: _____
John S. Moore, President

State of Tennessee)
)
County of _____)

Personally appeared before me, the undersigned Notary Public in and for said County and State, John S. Moore, who is personally known by me (or proved himself by sufficient evidence) and who upon oath acknowledged that he is President of Renegade Mountain Community Club, Inc., a Tennessee Not For Profit Corporation that is the within bargainor, and that as President he is authorized to execute the within document for the purposes therein contained and has so executed the same for those purposes.

Done this ____ day of _____, 20 ____.

Notary Public

My Commission Expires: _____

EXHIBIT A

TO

RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RENEGADE MOUNTAIN

Property Description

All Property Located In The Fourth Civil District of Cumberland County, Tennessee (all recording references are to the Register's Office, Cumberland County, Tennessee; all references to Tax Assessors Records, Cumberland County, Tennessee are incorporated herein by reference)

BLOCK 1: Lots 1 - 18, Part of Lot 19 (Tax Map 142I-B-24.00, Tax Assessors Records, Cumberland County, Tennessee), Part of Lot 19 (Tax Map 142I-B-24.01, Tax Assessors Records, Cumberland County, Tennessee), 20 - 49, 64 - 75, 93 - 105, and 109 as filed in **Plat Book 2, Pages 55 and 57**

BLOCK 2: Lots 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143, 145, 147, 149, 200, 201, 201A, 202 - 223, 225, 300, 300A, 302, 304, 306, 308, 310, 312, 314, 316, 318, 322, 324, and 326 as filed in **Plat Book 2, Page 58**

BLOCK 2A: Lots 126, 126A, 128, 130, 132, 134, 136, 138, 140, 142, 144, and 146 as filed in **Plat Book 2, Page 89**

BLOCK 4: Lots 413 - 419 and 454 - 475 as filed in **Plat Book 2, Page 69**

BLOCK 4A: Lots 420 - 453 as filed in **Plat Book 2, Page 67**

BLOCK 5: Lots 501, 503, 505, 507, 509, 511, 513, 515, 517, 519, 524, 526, 528, 530 - 546, 548, 550, 552, 554, 556, 558, 560, 562 - 565, 567, 569, 571, 573, 575, and 577 as filed in **Plat Book 2, Page 68**

BLOCK 6: Lots 600 - 624, 627 - 699 and 800 - 816 as filed in **Plat Book 3, Page 25**

BLOCK 7: Lots 476 - 500, 549, 551, 553, 555, 557, 559, 561 and 700 - 780 as filed in **Plat Book 2, Page 81**

BLOCK 8: Lots 227 - 254 as filed in **Plat Book 2, Page 90**

BLOCK 9: Lots 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327 - 343, 347 - 365, 368 - 393, 393A, 394 - 412, 781 - 787, and 900 - 912 as filed in **Plat Book 3, Pages 51 and 52**

BLOCK 10: Lots 1 - 145, and Tax Map 154D - A - 26.00 (Tax Assessors Records, Cumberland County, Tennessee) as filed in **Plat Book 3, Page 54**

BLOCK 10A: Lots 1 - 33 as filed in **Plat Book 5, Page 70**

BLOCK 11: Lots 1 - 133 as filed in **Plat Book 3, Page 55**

BLOCK 12: Lots 1 - 35, 37 - 123, 129, 130, and 141 - 148 as filed in **Plat Book 5, Page 14**

BLOCK 12A: Lots 1 - 7, 10, 11, 14 - 16, 17 - 19, 19A, 20 - 45, 48 - 62, 69 - 83, 86 - 88, 90 - 93, 99 - 106, 109 - 131 and Tax Map 154E-B-19.00 (Tax Assessors Records, Cumberland County, Tennessee) as filed in **Plat Book 5, Page 13**

BLOCK 15: Lots 1 - 7 as filed in **Plat Book 9, Page 207**

BLOCK 16: Lots 1 - 74 as filed in **Plat Book 9, Page 208**

RENEGADE HEIGHTS EAST: Lots 1 and 20 as filed in **Plat Book 5, Page 63**

Cumberland Point Condominiums Phase I
Plat Book 9, Page 165 (and any amendments thereto)
(Bldg - Building)

<u>Former Description:</u>		<u>Current Description:</u>	
Bldg 11	Units 1101-1108	Bldg 127	Units 101, 103, 105, 107, 202, 204, 206, 208
Bldg 12	Units 1201-1208	Bldg 145	Units 101, 103, 105, 107, 202, 204, 206, 208
Bldg 13	Units 1301-1308	Bldg 169	Units 101, 103, 105, 107, 202, 204, 206, 208

Cumberland Point Condominiums Phase II
Plat Book 9, Page 170 (and any amendments thereto)

<u>Former Description:</u>		<u>Current Description:</u>	
Bldg 14	Units 1401-1408	Bldg 281	Units 101, 103, 105, 107, 202, 204, 206, 208
Bldg 15	Units 1501-1508	Bldg 291	Units 101, 103, 105, 107, 202, 204, 206, 208
Bldg 16	Units 1601-1608	Bldg 315	Units 101, 103, 105, 107, 202, 204, 206, 208
Bldg 17	Units 1701-1708	Bldg 339	Units 101, 103, 105, 107, 202, 204, 206, 208

Cumberland Point Condominiums Phase III
Plat Book 9, Page 171 (and any amendments thereto)

<u>Former Description:</u>		<u>Current Description:</u>	
Bldg 18	Units 1801-1808	Bldg 365	Units 101, 103, 105, 107, 202, 204, 206, 208
Bldg 19	Units 1901-1908	Bldg 391	Units 101, 103, 105, 107, 202, 204, 206, 208
Bldg 20	Units 2001-2008	Bldg 399	Units 101, 103, 105, 107, 202, 204, 206, 208
Bldg 27	Units 2701-2704	Bldg 411	Units 101, 103, 202, 204

Laurel Hills Condominiums Phase I (Book 334, Page 1 and as amended at Book 341, Page 13 and at Book 346, Page 173)

Plat Book 9, Page 167 (and any amendments thereto)

In addition to vacant land, any improvements thereon, if any, including but not limited to:

Bldg 1 Unit 1
Bldg 1 Unit 2
Bldg 1 Unit 3
Bldg 1 Unit 4

Reserved Tract Described in Exhibit B to **Book 334, Page 1** and as amended at **Book 346, Page 173**

Laurel Hills Condominiums Phase II (Book 346, Page 173)

Plat Book 9, Page 186 (and any amendments thereto)

In addition to vacant land, any improvements thereon, if any, including but not limited to:

Bldg 2 Unit 1
Bldg 2 Unit 2
Bldg 2 Unit 3
Bldg 2 Unit 4

Laurel Hills Condominiums Phase III (Book 346, Page 173)

Plat Book 9, Page 186 (and any amendments thereto)

In addition to vacant land, any improvements thereon, if any.

Woodridge Condominiums Phase I

Plat Book 9, Page 166, Plat Book 9, Page 185 (and any amendments thereto)

Unit 5000
Unit 5001
Unit 5002
Unit 5003

Woodridge Condominiums Phase II

Plat Book 9, Page 166, Plat Book 9, Page 185 (and any amendments thereto)

Unit 5004
Unit 5005
Unit 5006
Unit 5007

Woodridge Condominiums Phase III

Plat Book 9, Page 166, Plat Book 9, Page 185 (and any amendments thereto)

This is a tract of land described by metes and bounds in that deed dated January 10, 2006 recorded at **Book 1220, Page 275**. Map 141L Group B Parcel 3.00, Tax Assessors Records, Cumberland County, Tennessee

EXHIBIT B

TO

**RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR RENEGADE MOUNTAIN**

Renegade Mountain Community Club By-Laws
Effective Date: November 20, 2021

END OF DOCUMENT