

Prepared By:
Renegade Mountain Community Club, Inc.
P.O. Box 81
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SECOND AMENDMENT TO
RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR RENEGADE MOUNTAIN

This Second Amendment (hereinafter Amendment) to the **Restated and Amended Declaration of Covenants, Conditions, Restrictions and Easements for Renegade Mountain** (hereinafter Declaration) is made this 16th day of November, 2024 by **Renegade Mountain Community Club, Inc.** (hereinafter Declarant), a Tennessee not for profit corporation whose principal address is 95 Hickory Trail, Crab Orchard, Tennessee 37723 and its mailing address of P.O. Box 81, Crab Orchard, Tennessee 37723.

WHEREAS, at a meeting held on the 16th day of November, 2024 called for purposes specifically including the consideration of this Amendment, a majority of the votes cast by Members with Memberships in Good Standing, authorized and entitled to vote, approved adoption of same.

NOW THEREFORE, the above being true, correct and being incorporated herein, Declarant desires to amend the Declaration so that the property of Renegade Mountain described in **Appendix A**, and any authorized additions thereto, shall hereafter be held, transferred, sold, conveyed, and occupied subject to the Declaration as amended, as follows:

Change 1 – Article VII (Common Areas and Roads), subparagraph E (Capital Improvement) on Page 24 is deleted in its entirety and in its stead, is replaced as follows:

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

(1) Roads:

During the history of Renegade Mountain, lots, and the roads accessing those lots, have been platted and recorded without improved roads being constructed or utilities installed to those lots. Land development regulations at the time permitted lot sales before roads and utilities were in place. These circumstances have left a significant number of lots in the Renegade Mountain development unusable for their intended residential purpose.

Since the conclusion of the litigation *Gary Haiser, et al v. Michael McClung, et al* (2011-CH-508/2012-CH-527 consolidated), Declarant has considered various ideas and proposals to extend roads and utilities to lots in Renegade Mountain that are currently unserved by the same. Under the present circumstances, the most promising solution involves the participation of a

third party that will extend roads and utilities to specific areas of the Renegade Mountain development and then construct homes and sell lots in those areas.

The foregoing plan will necessarily involve extension of roads and utilities to lots the third party does not own or will not later acquire. However, those lots and their owners will benefit by the extension of roads and utilities to them. It is equitable that those lot owners pay a proportionate share of the costs to extend roads and utilities to their lots.

The proportionate share of costs associated with road and utility extension will be an Individual Lot Assessment (Article VI, subparagraph D) on the lots benefited by the extension.

Option 1 - The specific amount of the Individual Lot Assessment for road and utility extension, and terms of payment, will be fixed and assessed by Declarant without approval by the membership required.

Option 2 - The specific amount of the Individual Lot Assessment for road and utility extension will be fixed and assessed by Declarant after a majority vote of the votes received for approval by the Members with a Membership in Good Standing, authorized and entitled to vote in RMCC affairs, for lots being benefitted. The Declarant will establish the terms of payment of such assessment.

The proportionate share of costs paid by lot owners as an Individual Lot Assessment shall not be in lieu of property tax to Cumberland County, annual assessments to Declarant, or fees or charges made by the utility company for access to or usage of the extended utility. The Individual Lot Assessment for road and utility extension shall be a personal obligation of the lot owner and secured by a lien upon the lot assessed subject to foreclosure provisions set forth herein.

The Declarant and/or Architectural Review Committee will consider proposed plans submitted by third parties for the extension of roads and utilities in the same manner of reviewing plans for home construction set out in Article XI. The third party will include in its submission cost estimates. The Declarant and/or Architectural Review Committee may charge the third party fees for plan review and project inspection. The Declarant and/or Architectural Review Committee, in their sole discretion, will approve, disapprove, or require modifications to the plans. Upon approval, the third party will be required to complete the road and utility extension according to the approved plans. Declarant and/or Architectural Review Committee will thereafter have all the powers set forth in Article XI with regard to any road or utility extension project.

Declarant and/or the Architectural Review Committee as entities, and the individual members thereof, shall not be liable for the acts, errors or omissions (intentional or otherwise)

committed by the third party or its officers, shareholders, agents, contractors, sub-contractors, suppliers, employees, successors or assigns during or after the extension of roads and utilities. Any injuries to personal or real property or to the person of any individual (including death), caused by the construction of the third party's proposed plans to extend roads and utilities will be the responsibility of the third party. The third party shall hold the Declarant and/or Architectural Review Committee harmless from any such damages, including reasonable attorney fees.

Upon completion of the road extension project and conclusion of any warranty period, Declarant will be responsible to maintain, repair and control the extended roads. Any utility company who operates and supplies the utilities extended shall own the same and be responsible to maintain, repair and control those. Extended roads shall be subject to the terms of Article VII herein. Lot owners shall enjoy an easement of use and enjoyment of the roads. Lot owners shall not obtain any ownership interest in the utilities extended to their lots.

The third party will not acquire any developer rights in the Renegade Mountain development, or any part thereof, by proposing or completing a road and utility extension project.

By adoption of this Individual Lot Assessment for road and utility extension, Declarant shall not expressly or impliedly be required to approve any road or utility extension project.

Change 2 – Article X (Use of Property), subparagraph F (Animals/Pets) on Page 27 is deleted in its entirety and in its stead, is replaced as follows:

“F. Animals/Pets. Dogs and cats shall be kept under control by their owner at all times; leashes for dogs are highly recommended. All owners of pets are required to clean-up after their pets within the confines of Renegade Mountain. Except as provided herein, no animals may be maintained outside of a Member’s residence without the express, written permission of the Board. Upon receiving a written complaint, and in accordance with Article X, subparagraph D (Nuisances), the Declarant may require a Member to remove any pet or animal from Renegade Mountain if it presents a danger or annoyance to other Owners/Members, their guests or tenants. Commercial breeding and or the sale of animals or animal products on or from any Lots or Living Units is prohibited.

(1) Chickens: For Improved Lots (single family houses), where the lot owner is a Member with a Membership in Good Standing, and for personal enjoyment only, a maximum of six (6) female hens may be maintained inside a single coop, the design and location of said coop being preapproved in writing by the Architectural Review Committee (ARC). No male roosters, free range chickens or sale of eggs shall be allowed. When the coop is no longer utilized as intended (chickens), the coop shall be removed within thirty (30) days.