

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");

P.U.
*

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 (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.**

Certificate of Vote

On November 20, 2021 at the RMCC Annual Meeting, and in accordance with Section 3 of the RMCC 2011 By-Laws then in effect, the membership held a vote to adopt the **RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RENEGADE MOUNTAIN**, as amended by the membership, whereby a 2/3rds majority vote of the RMCC Memberships in Good Standing, authorized and entitled to vote, did cast an affirmative vote to adopt Resolution 21-110, a copy of said document being attached to the minutes of the 2021 Annual Meeting minutes at Enclosure (14).

Following the call of the roll by the Secretary, of Members with Memberships in Good Standing, all votes were tabulated by John Moore and verified by Melody Depew, Secretary. The following results are certified as the true and accurate results of the November 20, 2021 vote on Resolution 21-110:

A total of 141 votes were cast in person or by proxy:

- 138 Votes in the Affirmative
- 0 Votes in the Negative
- 3 Votes in Abstention

Pursuant to Section 3 of the Renegade Mountain Community Club By-Laws, then in effect, I, Melody Depew, Secretary of the Renegade Mountain Community Club, do certify that Resolution 21-110, **RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RENEGADE MOUNTAIN** was properly adopted by the Renegade Mountain Community Club effective November 20, 2021.


Melody Depew, Secretary

11/30/21
Date

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
John S. Moore, President

State of Tennessee)
County of Cumberland)

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 8th day of December, 2021.

Tammy D. Turner
Notary Public

My Commission Expires: 5/06/2024

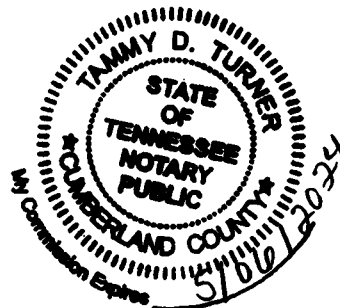


EXHIBIT A

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

Certificate of Vote

On November 20, 2021 at the RMCC Annual Meeting, and in accordance with Section 3 of the RMCC 2011 By-Laws then in effect, the membership held a vote to adopt the **BY-LAWS OF THE RENEGADE MOUNTAIN COMMUNITY CLUB**, as amended by the membership, whereby a majority vote of the RMCC Memberships in Good Standing, authorized and entitled to vote, did cast an affirmative vote to adopt Resolution 21-112, a copy of said document being attached to the minutes of the 2021 Annual Meeting minutes at Enclosure (19).

Following the call of the roll by the Secretary, of Members with Memberships in Good Standing, all votes were tabulated by John Moore and verified by Melody Depew, Secretary. The following results are certified as the true and accurate results of the November 20, 2021 vote on Resolution 21-112:

A total of 141 votes were cast in person or by proxy:

- 138 Votes in the Affirmative
- 0 Votes in the Negative
- 3 Votes in Abstention

Pursuant to Section 3 of the Renegade Mountain Community Club By-Laws, then in effect, I, Melody Depew, Secretary of the Renegade Mountain Community Club, do certify that Resolution 21-112, **BY-LAWS OF THE RENEGADE MOUNTAIN COMMUNITY CLUB** were properly adopted by the Renegade Mountain Community Club effective November 20, 2021.

Melody E. Depew
Melody Depew, Secretary

11/30/21
/Date/

BY-LAWS OF
RENEGADE MOUNTAIN COMMUNITY CLUB

REVISED DATE: November 18, 2021

EFFECTIVE DATE: November 20, 2021

Witnessed:

Whereas, Renegade Mountain Community Club ("Declarant"), a Tennessee not for profit corporation, also know previously as Renegade Community Club and Cumberland Gardens Community Club, was formed on or about July 26, 1972 and had an initial set of bylaws enacted that governed the affairs of the Corporation, and

Whereas, the rights and obligations of the Declarant were purportedly set forth in said By-Laws, although a copy of same has never been located;

Whereas, the Declarant's By-Laws were amended and rewritten in 1987, and

Whereas, the Declarant's By-Laws were amended and rewritten on the 2nd day of September, 2011, and recorded in the Cumberland County, TN Register's Office at Book 1371, Page 1701 *et seq*, and

Whereas, the Declarant's 2011 By-Laws were reaffirmed by the March 31, 2021 Memorandum and Order ("Court 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, all of which are incorporated herein by reference, and

Whereas, at an Annual Meeting of the Declarant, held on November 20, 2021, the By-Laws were amended, rewritten and approved by the membership, according to Memberships, duly authorized and entitled to vote revised by the membership according to the vote of the membership as set forth in the Certificate of the Secretary attached hereto.

Wherefore, the Declarant has adopted the amended the By-Laws set forth below to govern its affairs until subsequently amended as may be warranted. These bylaws shall replace and supplant any prior By-Laws in effect and governing Declarant:

ARTICLE I

Legal and Administrative Requirements

Section 1.01 Name

The name of the corporation is "Renegade Mountain Community Club" hereinafter referred to "Renegade Mountain Community Club" or as "RMCC" or as the "Declarant".

Section 1.02 Incorporated Documents

THE RE-STATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RENEGADE MOUNTAIN ("Declaration"), approved by the membership of

Declarant on November 20, 2021, fully incorporates these By-Laws into the Declaration by attachment as Exhibit B. Conversely, the **RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RENEGADE MOUNTAIN**, shall be fully incorporated into these By-Laws.

Section 1.03 Terms and Definitions

Unless a specific exception is identified in these By-Laws, the terms and Definitions used in the **RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RENEGADE MOUNTAIN** Article I, and those used in these By-Laws shall be interchangeable and synonymous.

Section 1.04 Description

(a) General: Every Lot, Parcel of Land and Living Unit identified in the Declaration, Appendix A, or additions thereto, shall be a part of Renegade Mountain and subject to these By-Laws. All Common Property and Roads, as identified in the Court Order, dated March 31, 2021, whether platted or unplatted, or whether dedicated to the public or not, shall be a part of Renegade Mountain and subject to these By-Laws. Other, additional Common Property now existing, or future additions to the Common Properties, shall be a part of Renegade Mountain and subject to these By-Laws.

(b) Types of Property:

(1) "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 of Declaration. The deed must be recorded in the Register's Office.

(2) "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 of Declaration. The deed must be recorded in the Register's Office.

Section 1.05

Organizational Structure

(a) Master Organization: The Renegade Mountain Community Club, or Declarant, shall serve as the Master (Parent) Property Owner's Association (POA) for Renegade Mountain.

(b) Subordinate Organizations: The Renegade Mountain Community Club has three, and only three subordinate Property Owners Associations for which it exercises authority over:

- (1) Cumberland Point Condominium Owners Association
- (2) Woodridge Condominium Association
- (3) Laurel Hills Timeshares Property Owners Association

Section 1.06

Authority

The Declarant organization is authorized by the Declaration of record now in effect for the Renegade Mountain and as a Tennessee not for profit corporation authorized to conduct business in the State of Tennessee for the benefit of its membership and is subject to the Tennessee Nonprofit Corporation Act, and other applicable laws and statutes.

Section 1.07

Purpose

The purpose of the Corporation is to promote the facilities, Utilities, Common Areas, Roads and amenities of the property described as Renegade Mountain, to improve the safety, well-being and quality of life of its residents and maintain or improve the property values of all Members.

Section 1.08

Registered Agent

The Declarant has designated and shall continue to have a registered agent in the State of Tennessee in accordance with the Tennessee Nonprofit Corporation Act. The registered agent shall be a natural person who is a resident of, and has a physical address in the State of Tennessee. The registered agent for the RMCC may resign at any time. If the registered agent resigns or is, for any other reason, unable to perform their duties, the RMCC shall promptly designate another registered agent, ensuring that the Corporation is represented by a registered agent in the State of Tennessee at all times. If the registered agent for this Corporation changes their

address from that address appearing on the Corporation's records in the office of the Secretary of State, this Corporation and/or the registered agent shall promptly notify the Secretary of State in writing of the registered agent's new address.

Section 1.02 Principal Office

The principal office of the Corporation is 95 Hickory Trail, Crab Orchard, Tennessee 37723. The mailing address of the Corporation is Renegade Mountain Community Club, 3357 N. Main St., #198, Crossville, TN 38555.

Section 1.08 Administrative Changes

The Board of Directors, by resolution, may change the mailing address, principal office location, registered agent or registered agent office of the Corporation. The Board of Directors will promptly notify the Secretary of State and of any change to the mailing address, principal office location, registered agent or registered agent office of the Corporation, and notify all Members of any change to the mailing address or principal office location.

ARTICLE II

Membership

Section 2.01 Member/Membership Defined

(a). Defined - All natural persons and other entities owning Living Units, Parcels of Land or Lots within Renegade Mountain, and who do not meet the eligibility requirements of Section 1.04(b)(2), (Pre-1972 Property), are, by ownership, Members of the Corporation, fully subject to the Declaration and are required to pay Assessments (Annual, Special and Individual Lot) to the Corporation as provided in the Declaration and hereinafter. All other natural persons and entities, owning Living Units, Parcels of Land or Lots within Renegade Mountain, and who do meet the requirements of Section 1.04(b)(2), (Pre-1972 Owners), are by ownership, Members of the Corporation, and are, except as excluded, subject to the Declaration, are not subject to paying Annual and Special Assessments, but are subject to paying Individual Lot Assessments. For each Lot, Parcel of Land or Living Unit that does not meet the eligibility requirements of Section 1.04(b)(2) in Renegade Mountain, the Member must apply and hold a Membership in Declarant. For each Lot, Parcel of Land or Living Unit that does meet the eligibility requirements of Section 1.04(b)(2) in Renegade Mountain, the Member may apply

and hold a Membership in Declarant. All natural persons and entities owning Pre-1972 or Post-1972 Living Units, Parcels of Land or Lots within Renegade Mountain are fully subject to the Rules and Regulations of the Declarant regarding Uses of the Property, the use of Common Areas and Roads.

(b). Classes - Classes of Membership in the Corporation shall consist of the following:

- (1). Pre-1972 Membership
- (2). Post-1972 Membership
- (3). Business Membership
- (4). Associate Membership
- (5). Temporary Membership

Section 2.02 Pre-1972 Membership

(a) Defined: Each natural person or entity, who possesses at least a fifty (50) percent interest in a Lot, Parcel of Land or Living Unit within Renegade Mountain (Declaration, Exhibit A), and who, or a predecessor in title, acquired the Lot, Parcel of Land or Living Unit by issuance of a deed dated before August 1, 1972, or where such person or entity, entered into a contract to purchase, where the fulfillment of said contract resulted in a Deed being issued, may apply and be eligible to hold a Pre-1972 Membership for that Lot, Parcel of Land or Living Unit. Each deed must be recorded in the Register's Office. There shall be one (1) vote for each Pre-1972 Membership issued that achieves and maintains Good Standing status. If there is more than one owner of a Pre-1972 Member's Lot, Parcel of Land or Living Unit, then the co-owners of each Lot, Parcel of Land or Living Unit must designate the Pre-1972 Member that is entitled to vote. Except as provided hereinafter, there shall be no more than two (2) Pre-1972 Members, authorized to enjoy the privileges of Membership for each Pre-1972 Lot, Parcel of Land or Living Unit. Any Pre-1972 Member who accepts a Pre-1972 Membership in the Corporation, and who is expelled from the Corporation, as hereinafter provided, for conduct or non payment of dues, shall not be eligible for readmission as a Pre-1972 Membership and must apply for a Post-1972 Membership.

(b) Pre-1972 Property Dispute, Remedy: The Corporation maintains a current listing of all the Lots, Parcels of Land or Living Units that qualify for Pre-1972 Membership. Should a dispute occur as to whether a Lot, Parcel of Land or Living Unit is or is not a Pre-1972 Lot, Parcel of Land or Living Unit, it is incumbent upon the owner of the Lot, Parcel of Land or Living Unit to provide the

Corporation proof, in the form of deed, chain of title or valid purchase contract, to verify that the Lot, Parcel of Land or Living Unit has Pre-1972 status.

Section 2.03 Post-1972 Membership

Each natural person or entity, who possesses at least a fifty (50) percent interest in a Lot, Parcel of Land or Living Unit within Renegade Mountain (Declaration, Exhibit A), and who, or a predecessor in title, acquired the Lot, Parcel of Land or Living Unit by issuance of a deed dated after August 1, 1972, must apply and be accepted for a Post-1972 Membership for that Lot, Parcel of Land or Living Unit. Each deed must be recorded in the Register's Office. There shall be one (1) vote for each Post-1972 Membership issued that achieves and maintains Good Standing status. If there is more than one owner of a Post-1972 Member's Lot, Parcel of Land or Living Unit, then the co-owners of each Lot, Parcel of Land or Living Unit must designate the Post-1972 Member that is entitled to vote. Except as provided hereinafter, there shall be no more than two (2) Post-1972 Members, authorized to enjoy the privileges of Membership for each Post-1972 Lot, Parcel of Land or Living Unit.

Section 2.04 Business Membership

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 Parcel of Land or Living Unit that is either a Pre-1972 or Post-1972 Property in Renegade Mountain must apply and be eligible 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 a total of two natural persons to enjoy the privileges of Membership In Good Standing in accordance with the Rules and Regulations, and shall designate one, of the two entitled persons, to cast votes on behalf of the entity.

Section 2.05 Associate Membership

Any Pre-1972 Member or Post-1972 Member holding a Membership in Good Standing, as hereinafter provided, who is a natural person and owns a Living Unit in Renegade Mountain, may petition the Board of Directors, citing special circumstances such as care of the elderly, care of a special needs adult, rental property, emergency boarding of an adult family member or other similar circumstances, to issue an Associate Membership, thereby allowing more than two (2) Members per Living Unit to enjoy the privileges of Membership. Associate Memberships are approved by a Board subject to the Declaration, these By-Laws

and Rules and Regulations. Payment of dues is a condition of Associate Members. Associate Memberships are authorized to use the RMCC amenities and facilities but are not entitled to vote in any matters coming before the Corporation.

Section 2.06 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.

Section 2.07 Rental, Loaned and Leased Property

All Pre-1972 and Post-1972 Members, with a Membership In Good Standing, for a Living Unit within Renegade Mountain, who rents, loans or leases, short or long term, said property to another natural person(s) or entity, must designate in writing to the Board the two names of the adult persons (over age twenty-two (22)) authorized to enjoy the RMCC facilities. No natural person or entity who rents, leases or is loaned a Living Unit within Renegade Mountain, shall be eligible for Membership on the basis of such rental, lease or loan. Except in the case of Associate Membership, no more than a total of two (2) persons may be designated to enjoy the privileges of Membership for any one Living Unit, at any time period.

Section 2.08 Obligations of Ownership and Membership

(a) Ownership:

(1) Post-1972 - All natural persons and other entities owning a Parcel of Land, Living Unit or Lot within Renegade Mountain, and who does not meet the requirements of Section 1.04(b)(2), Pre-1972 Owners, shall be required to pay Annual, Capital and Individual Lot/Living Unit Assessments to the Declarant as hereinafter provided. Membership in Declarant is Mandatory.

(2) Pre-1972 - All natural persons and other entities owning a Parcel of Land, Living Unit or Lot within Renegade Mountain, and who do meet the requirements of Section 1.04(b)(2), Pre-1972 Owners, shall be required to pay only

Individual Lot/Living Unit Assessments, if any, to the Declarant as hereinafter provided. Membership in Declarant is voluntary.

(3) Class A Charter (Pre-1972) Members shall pay the Annual Assessments specified in their contract to purchase.

(4) Any Pre-1972 Member, owning a Parcel of Land, Living Unit or Lot within Renegade Mountain, and which does meet the requirements of Section 1.04(b)(2), Pre-1972 Owners, and who elects to and becomes a Post-1972 Member of the Corporation, shall be required to pay Annual, Capital and Individual Lot/Living Unit Assessments to the Corporation as hereinafter provided.

(5) All natural persons and other entities owning Living Units or Lots within Renegade Mountain are subject to any pay Fees charged for use of the facilities and amenities, Fines for conduct, Individual Lot and Living Unit Assessments, and other charges as identified in the Rules and Regulations of Declarant.

(b) Membership:

(1) Rules and Regulations: In addition to the obligations of ownership, all natural persons or entities who hold Membership in the Corporation, shall be required to abide by the Rules and Regulations for use of the Corporation's facilities, Roads, amenities and Common Areas as adopted by the Board from time to time, by themselves, guests, or tenants.

(2) Current Information: Any natural person(s) or entity acquiring title to a Parcel of Land, Lot or Living Unit in Renegade Mountain shall contact Declarant within thirty (30) days of purchase to apply for Membership and to provide their contact information (phone, email and mailing address at a minimum) and shall keep this information current with Declarant at all times. Any Member who willfully lists false information on their Membership application or gives false information to the Corporation will be immediately referred to the Board for expulsion action.

(c) Conduct of Members: All Members owning a Parcel of Land, Living Unit or Lot within Renegade Mountain, their guests and tenants, shall demonstrate good civil behavior at all times while using the area, roads, facilities, amenities or Common Areas of the Declarant and shall be held directly responsible for the conduct, actions and damages caused by themselves, their guests and tenants. The

Board reserves the right to initiate any and all administrative or legal actions against individuals and Members to include Individual Lot Assessments

Section 2.02 Privileges of Membership

(a) Inclusions to Membership:

(1) Natural Persons Owning Living Units: All Members who are natural persons and who own and reside in a Living Unit within Renegade Mountain, said Member's natural born or adopted children, under the age of eighteen (18), or if attending a secondary education institution, under the age of twenty-two (22), and who reside with the Pre-1972 or Post-1972 Member, are inclusive to their Membership. Members with Memberships In Good Standing may enjoy the privileges of Membership to include use of the Declarant's facilities and Common Areas. All children defined by this section and subsection, and under the age of twelve (12), must be accompanied by the Member at all times while using the Corporation's facilities, Roads, amenities and Common Areas. All other children authorized by this section and subsection between twelve (12) and twenty-two (22) years of age do not need to be accompanied by the Member, but must possess their own membership card when attempting to use the Corporation's facilities, amenities, Roads or Common Areas. Members are responsible for their children's behavior, actions and damages at all times in Renegade Mountain. There are no other recognized inclusions to membership under this subsection.

(2) Natural Persons Owning Lots: Each natural person owning a unimproved Parcel of Land or Lot in Renegade Mountain, and who maintains a Pre-1972 or Post-1972 Membership in Good Standing for that Lot or Parcel of Land, as hereinafter provided, may designate a total of two (2) individuals to use Declarant's facilities, Roads and Common Areas.

(3) Other Entities: Any legal entity owning a Parcel of Land, Living Unit or Lot in Renegade Mountain, and who maintains a Pre-1972 or Post-1972 Membership In Good Standing, as hereinafter provided, may designate a total of two (2) individuals to use the facilities, Roads, areas and Common Areas.

(b) Use of Facilities, Roads, Common Areas and Amenities: Any Member with a Membership In Good Standing, as hereinafter provided, may use the facilities, Roads, amenities and the Common Areas owned or provided by the Declarant in accordance with these By-Laws, local, State and Federal laws and the Rules and Regulations, for each amenity or facility, as promulgated by the Board. Any member abusing or repeatedly misusing any of the Declarant's facilities,

Roads, amenities or Common Areas will be subject to expulsion as provided for in Section 2.14.

(c) Costs, Fees:

(1) Members: To the maximum extent practical, it is the intent of the Declarant to provide facilities Roads, and amenities and Common Areas to its Members with Memberships In Good Standing, as hereinafter provided, at no, or minimal cost, however if any facility, Road, Bridge, amenity, or Common Area, demonstrates a propensity or history of operating at a loss, the Board of Directors may affix a fair and reasonable charge/fee for use of said facility, Road, Bridge, amenity, or Common Area.

(2) Public: The Board of Directors shall establish, for each facility, Road, Bridge, amenity, or Common Area, operated or provided by the Corporation, a fee for public use of said facility, Road, Bridge, amenity, or Common Area if public access and use are permitted. In the best interests of the Corporation, its members and the future development of Renegade Mountain, the Board may, at their discretion, from time to time, allow use of the Declarant's facilities, Roads, Bridge, amenities, or Common Areas by the general public. For the purposes of access and Fees, Owners of Parcels of Land, Lots and Living Units within Renegade Mountain, who are not Members with Memberships In Good Standing as hereinafter provided, shall be considered as the general public.

(3) Guests: Each person who is a guest, as hereinafter provided, of a natural person or entity owning a Parcel of Land, Living Unit or Lot within Renegade Mountain, and where said owner is a Member of the Corporation with a Membership(s) In Good Standing, as hereinafter provided, shall be charged a fee for the use of each Road, Bridge, amenity, facility or Common Area, such Fee to be the same as the fee charged for public use of said facility, Road, Bridge, amenity, or Common Area.

(d) Guests: The Board, at their discretion, may from time to time, develop Rules and Regulations to allow guests of Members with Membership(s) In Good Standing, as hereinafter provided, to use the Declarant's facilities, Road, Bridge, amenity, or Common Area. All guests must be accompanied by their respective Member at all times while using Declarant's amenities and facilities. In all other Common Areas, Road, Bridge, etc., the Member's Guest does not require accompaniment by the Member, but upon request of any Director or Officer of Declarant, must contact the sponsoring Member immediately for verification. Guests must pay any user Fees as determined by the Board, are under the direct

supervision and responsibility of the sponsoring Member and are subject to the Corporation's Rules and Regulations in general, or for each particular facility, amenity, Roads or Common Area. Guests misusing or abusing the Corporation's facilities, amenities, Roads, Bridge or Common Areas shall be denied further access to any of the Corporation's facilities, amenities, Roads, Bridge or Common Areas.

(e) Membership Cards: When a need arises for the use of Membership Cards and to the best of Declarant's ability to do so, each Member of the Corporation with a Membership In Good Standing, as hereinafter provided, shall receive a distinctive membership card identifying them as a Declarant Member, the type of membership they hold, the extent of their privileges and the renewal date or expiration date of their Membership. If a member's children are authorized inclusion per this Section, all children over the age of twelve (12) will be issued a membership card. Membership cards are not transferable. All Members using the Corporation's facilities and amenities, when asked for identification, will produce an alternate source of identification that matches the name on their membership card. The Board shall make Rules and Regulations regarding the design, issuance and other criteria regarding membership cards.

(f) Guest Cards: The extent to how and when guest cards may be provided to authorized guests shall be defined from time to time by the Board of the Declarant. Guest cards are not transferable. When using the Corporation's facilities and amenities, all guests, when asked for identification, will, together with the sponsoring Member, produce an alternate source of identification that matches the name on their respective guest and sponsoring membership cards.

(g) Voting: Pre-1972, Post-1972 and Business Members with Memberships In Good Standing, as hereinafter provided, are entitled to vote at annual and special meetings of the Declarant on all business coming before the Corporation, subject to any additional voting requirements as hereinafter provided.

Section 2.10

Application for Membership

(a) General: The Board may, from time to time, adopt and change application forms and procedures as they deem necessary and appropriate. At a minimum, each application form shall include a signed agreement by the applicant stating that they are aware of the Declaration, By-Laws, Rules and Regulations of the Corporation and agree that they, their family members and guests will abide by each.

(b) **Pre-1972 Membership:** Any natural person or entity owning a Parcel of Land, Lot or Living Unit within Renegade Mountain, that meets the requirements of Section 1.04(b)(2) and meeting the Pre-1972 Membership requirements of this Section, may, voluntarily apply to the Board for a Pre-1972 Membership for each Parcel of Land, Lot or Living Unit owned.

(c) **Post-1972, Business Membership:**

(1) **Post-1972 Owners:** Any natural person or entity owning a Parcel of Land, Lot or Living Unit within Renegade Mountain, that does not meet the requirements of Section 1.04(b)(2) and meeting the Post-1972 or Business Membership requirements of this Section, must make mandatory application to the Board for a Post-1972 or Business Membership, as the case may be, for each Parcel of Land, Lot or Living Unit owned.

(2) **Pre-1972 Conversion:** Any natural person or entity owning a Parcel of Land, Lot or Living Unit within Renegade Mountain, that meets the requirements of Section 1.04(b)(2), and voluntarily desiring to do so, may apply to the Board for a Post-1972 Membership for each Parcel of Land, Lot or Living Unit owned. The applicant must file and record an instrument, as provided by the Declarant, stating their election to convert the Pre-1972 Parcel of land, Living Unit or Lot, to a Post-1972 Parcel of land, Living Unit or Lot, thereafter becoming forever a Post 1972 Parcel of land, Living Unit or Lot which shall run with the land. The recorded document must be presented as a part of the application submission.

(d) **Other Memberships:** Associate and Temporary applications (if any) and procedures shall be developed and implemented by the Board from time to time.

Section 2.11

Admission, Readmission

(a). **Review and Verification:** Upon the Secretary, Membership Committee, or other Officer in their absence or nonavailability, receiving an application for Membership, the Secretary, or other Officer shall review the application for completeness and accuracy. Once reviewed, the Secretary shall begin the checklist of actions on the respective application form. In the absence of a form, the Secretary shall check, at a minimum, that the applicant's identification is correct/verified, that, by a quick search, no derogatory or criminal information is found, that the respective deed does form the basis for the type of membership applied for, and any other verification and checks the Board or Secretary deems necessary. Any application where false, derogatory or criminal information is

found, the Member and application shall be referred to the BOD to determine admission using the procedures of Subsection 2.11(c)(3).

(b). **Assessments:** If not already provided, the Secretary, or other Officer shall, unless otherwise provided hereafter, calculate and collect the prorated Assessment for each Membership until the end of the calendar year. If the following year's Annual Assessment has already been approved by the Board and/or Declarant Membership, the follow-on calendar year's Annual Assessments shall also be assessed and collected. The Secretary, Officer or Membership Committee shall have thirty (30) days to complete subsections (a) and (b) of this Section 2.11.

(c). **Acceptance:** Once the Secretary certifies the application process as complete, and all Assessments have been paid, the Secretary will schedule the applicant and applicant for acceptance by the Declarant's Board at the next scheduled meeting. The Board, by majority vote, will accept or reject the Member's Membership, and if rejected, state the reasons for same to the applicant in writing. The Board or Membership Committee may not deny any application based solely on the applicant's race, color, creed, sex, age or country of national origin.

(d). **Minimum Requirements:** At the discretion of the Secretary, on a case-by-case basis, for reasons of workload or personal knowledge of the applicant, step 2.11(a) may be scaled back or omitted. In no case shall an application and membership be approved without the requirements of 2.11(b) and (c) completed. If 2.11(a) is scaled back or omitted, prior to Membership being granted, those actions shall be completed after the fact.

(e) **Readmission:**

(1) **Post-1972 Owners (Nonpayment of Fees and Assessments):** Natural persons or entities that qualify as Post-1972 owners in accordance with Section 1.04(b)(1), and who were expelled from said Corporation for nonpayment of Fees or Assessments, as hereinafter provided, shall be required to reapply for admission (readmission) to the Corporation by completing the required application forms and the payment of all Fees and Assessments owed the Declarant. The Officers of the Corporation shall have a period of forty-five (45) days from the date on the application form to verify all supplied information and payments. Restoration of "Good Standing" status for any readmission of a Post-1972 or Business Membership, shall be by vote of the Board.

(2) **Pre-1972 Members (Nonpayment of Fees and Assessments):** Natural persons or entities that qualify as Pre-1972 owners in accordance with

Section 1.04(b)(2), and who were expelled from Declarant for nonpayment of Fees or Assessments, as hereinafter provided, shall not, from the date of expulsion, be eligible for readmission as Pre-1972 members, but may apply for a Post-1972 membership.

(3) For Cause, Conduct: In addition to the application and payment requirements in (1) and (2) above in this subsection, approval of Members readmission after expulsion for cause or conduct shall be as follows: 1) the Member, the list of charges for conduct or cause against the expelled member previously drafted by the Secretary, together with the application, shall appear before the Board in a closed session meeting; 2) the Board shall hear from the Member and review the application for readmission; 3) by 2/3rds vote of the Board, reinstate the Member and Memberships without limitation, with limitations or reject the application, and if rejected, state the reasons for same to the applicant in writing. If a Pre-1972 Membership is rejected, the Membership is terminated. If a Post-1972 Membership is rejected, the Post-1972 Member must continue to pay mandatory Assessments, but is not authorized any easement to enjoy the facilities. The Board may not deny any readmission based solely on the applicant's race, color, creed, sex, age or country of national origin. Unless the Member requests to appeal the Board decision to the membership, the Board's decision shall be final and conclusive.

Section 2.12

Resignation

The transfer of a Member's ownership interest in the Parcel of Land, Lot or Living Unit within Renegade Mountain, which initially provided the basis for Membership status in the Corporation, shall be deemed as an automatic resignation of Membership in the Corporation. In addition, any Pre 1972 Member of the Corporation may resign their Membership in the Corporation at any time and for any reason by filing a written statement of resignation with the Secretary of the Corporation. At a minimum, the resignation statement must include the member's name, forwarding address for mail, effective date of their resignation and the Lot or Living Unit that formed the basis for their membership. Post-1972 Owners are required to maintain Membership in Declarant for each Parcel of Land, Lot or Living Unit they have an interest in Renegade Mountain. Any resignation, automatic or by request, shall not however relieve the Member so resigning of their obligation to all Assessments and Fees then accrued and unpaid, any collection costs prior to or after the resignation date. All Members who resign their Membership(s) from the Corporation shall forfeit any rights and privileges derived from said Membership as of the effective date of the sale of the Parcel of Land, Lot or Living Unit, or the effective date of their resignation letter, whichever occurs first., except

that this section may not be used to deny any person ingress or egress to and from his property by the most direct route possible.

Section 2.13

Suspension of Membership

(a) Non-Payment of Assessments/Fees: Any Parcel of Land, Lot or Living Unit, that forms the basis for a Membership, where the Member, fails to pay the Assessments, interest, Fees, or collection costs, or any combination thereof applicable to him or her, for that Membership, shall have thirty (30) days after the due date thereof, to pay all said Assessments, interest, Fees, or collection costs, or the respective Membership shall be automatically suspended from Declarant, and said Member's rights and privileges in that Membership, to include voting in the Declarant's affairs, are suspended. Once suspended the Secretary of the Corporation may, but is not required to, notify the suspended Member in writing at the mailing address of record, that the member shall have a maximum period of thirty (30) additional days, from the date of suspension, to pay all Assessments, interest, Fees and collection costs owed to the Declarant on the Lot, Parcel of Land or Living Unit that formed the basis for the Member's, or the suspended Member's respective Membership shall be automatically expelled by Declarant. A Member has the right to refute the proposed expulsion to one or more Directors within the said thirty (30) day period of suspension. A Member with a Membership suspended for nonpayment of Assessments or Fees shall not be entitled to enjoy the facilities, amenities and Common Areas, or vote while suspended. Assessments, interest, Fees and costs of collection still accrue even though a Membership is suspended.

(b) Conduct/Cause: At their sole discretion, and by a two-thirds (2/3) vote of the Board, the Board may temporarily suspend any Member of the Corporation who willfully or repeatedly violates the Declaration, By-Laws and Rules and Regulations of the Declarant, and/or by giving false information, which initial suspension may not exceed ninety (90) days. Any member who is suspended by the Board for conduct/cause will be furnished a statement of the basis for the suspension by mail to the Member's listed mailing address and shall include the inclusive dates of the suspension. During the inclusive dates of the suspension, the Member's privileges to use the facilities, Common Areas and amenities of the Declarant are suspended, however the Member, if otherwise holds a Membership In Good Standing as hereinafter provided, may vote on the affairs of the Declarant, while under suspension for conduct. The Board may suspend a Member for a minimum of two (2) times and for a minimum period of one-hundred eighty (180) days before considering expulsion. The suspending of a Member for conduct/cause shall apply to all Memberships held by the Member, but shall not apply to other Member's having an ownership interest (Spouse, Second Owner).

provisions of this subsection and the membership decision is final. The Member facing the expulsion vote may not vote on their own expulsion matter. Any expulsion action shall not however relieve the Member so expelled of the obligation to pay past, current and future Assessments, interest, Fees or costs of collection then accruing and remaining unpaid. If the membership vote reverses the expulsion, the Member who was expelled, upon payment of all Assessments, interest, Fees and costs of collection, shall be immediately reinstated by the Board with all the rights and privileges of the applicable membership category and as if the expulsion had never occurred.

(2) **Other Conduct/Cause:** Once the Corporation's Board has implemented and exhausted the provisions of Section 2.13(b) (Suspension for Conduct), with respect to a Member's conduct, and the Member's conduct comes to the attention of the Board for a third time, the Board of Directors shall make a recommendation for expulsion of the Member and refer the action to the general membership for a vote on expulsion at the next meeting. The Secretary of the Corporation shall notify the Member in writing at the Member's mailing address of record of the impending expulsion action and of his right to provide a defense at the meeting. A two-thirds (2/3) vote of the general membership is required to expel a Member under the provisions of this subsection and the membership decision is final. The Member facing the expulsion vote may not vote on their own expulsion matter. Any expulsion action shall not however relieve the Member so expelled of the obligation to pay past, current and future Assessments, interest, Fees or costs of collection then accruing and remaining unpaid. If the membership vote reverses the expulsion, the Member who was expelled, upon payment of all Assessments, interest, Fees and costs of collection, shall be immediately reinstated by the Board with all the rights and privileges of the applicable membership category and as if the expulsion had never occurred.

Section 2.12

Good Standing

Except as provided for in subsection 2.13(b) (Suspension for Conduct), any Member with Membership(s) In Good Standing, who resigns, or holds a suspended Membership(s), or holds a Membership(s) expelled from Declarant, shall from the date thereof, not be considered a Member with a Membership(s) in Good Standing with the Declarant, and as such shall not be entitled to enjoy the rights and privileges of Membership to include access to and use of the Corporation's facilities, Roads, amenities and Common Areas, and shall not be entitled to vote in matters coming before the Declarant.

(c) **Appeal Process:** Any Memberships, or Members suspended for non payment of dues or conduct/cause, respectfully, may make a written application of appeal of such suspension to the entire membership for reversal of said suspension at the next scheduled meeting, and whose majority vote to reverse or uphold the suspension shall be final. The appeal process shall not, in and of itself, be a reason to preclude the timetables, time limits and actions of subsections 2.13(a) and 2.13(b) from occurring. If suspended the Member requesting the appeal may not vote on their own appeal application when the matter comes before the membership. If the Membership vote reverses the suspension, the Member who was suspended, after payment of all Assessments, interest and Fees then due, shall be immediately reinstated by the Board with all the rights and privileges of the applicable membership category and as if the suspension had never occurred.

Section 2.14

Expulsion of Members, Memberships

(a) **Nonpayment of Assessments and Fees:** Any Member with Memberships in suspension and who fails to pay the Assessments, interest, Fees and costs of collection, or any combination thereof, applicable to the Parcel of Land, Lot or Living Unit that forms the basis for Membership, shall, sixty (60) days after the due date thereof, be automatically expelled from Membership in the Corporation. As of the sixtieth (60th) day following the due date of any Assessments, interest, Fees or costs of collection that remain unpaid, the Member's rights and privileges, to include voting in the Corporation's affairs, are terminated. Once expelled from the Corporation, Post-1972 Members, for their Membership(s) expelled, must reapply for admission as a new Membership in the Corporation (subsection 2.11(e)(1), Readmission). Following expulsion of any Pre-1972 Membership from the Corporation, the Pre-1972 Member, holding such Membership, may not seek readmission as a Pre-1972 Membership.

(b) Conduct:

(1) **Criminal Conduct:** Any Member who is convicted by a court of law or pleads to perpetrating or assisting in any criminal activity that may adversely affect the Corporation, its assets, operations or Members, or any criminal activity occurring within Renegade Mountain, shall be immediately suspended and referred by the Board to the Corporation's general membership for a vote on expulsion at the next meeting. The Secretary of the Corporation shall notify the Member in writing at the Member's mailing address of record of the impending expulsion action and of his right to provide a defense at the meeting. A two-thirds (2/3) vote of the general membership is required to expel a Member under the

Section 2.16

Voting in Declarant Affairs

(a). General: Notwithstanding any other provision in these By-Laws or the Declaration, all Members duly authorized and eligible to vote, may cast one (1) vote for each Parcel of Land, Lot or Living Unit they own in Renegade Mountain, for which they have attained a Membership, and where that Membership is in Good Standing.

(b) Waiting Periods to Vote:

- (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 the 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 attaining 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.
- (c). Timeshare Voting Rights – Each full unit of timeshare property shall be entitled to one (1) vote in Declarant’s affairs however, individual “week” owners shall not be entitled to directly vote in Declarant’s affairs. The method of determining and voting “the vote” for each full unit, committed to interval ownership, shall be as established in the documents creating the timeshare regime, including, but not limited to the Supplemental Declaration of Covenants and Restrictions, Master Deed and By-Laws. The timeshare regime shall be treated as an entity and must apply, be accepted and perform the functions of a Business Membership.

Section 2.16

Transference of Memberships – Must Apply

Membership(s) In Good Standing status, Membership(s) status 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. Any person acquiring an interest in Renegade Mountain, where said interest forms the basis for eligibility of Membership, must make application to the Corporation and be admitted before becoming a member.

ARTICLE III

Meeting of Members

Section 3.01

Place

All Annual Meetings and Special Meetings will be held at the physical offices of the Renegade Mountain Community Club, or at such other place within Cumberland County, Tennessee as may be set forth by resolution of the Corporation’s Board.

Section 3.02

Membership Meetings

There shall be at least one (1) general meeting of the Corporation per calendar year.

(a) Annual Meeting: The Annual Meeting of the members of the Corporation shall be held on the second Saturday in November, with specific details, as outlined in a Resolution passed by the Board and placed in the meeting notice, for the purposes of electing Directors, approving the next Calendar Year’s Budget and Assessments, and such other business as may come before the meeting. At a minimum, the President and Treasurer, or other officers or directors as so appointed, shall report on the activities and financial conditions of the Corporation.

(b) Spring Meeting: The first membership meeting of the calendar year shall be held, if needed, on the first Friday in April or as otherwise determined by the Board and may be conducted by written ballot, as hereinafter provided, for any such matters that cannot wait until the Annual Meeting for resolution.

Section 3.03

Special Meetings

(a) Calling a Meeting: Special meetings of the membership of the Corporation may be called by:

- (1) Method 1: A majority vote by resolution of the Board of Directors, or
- (2) Method 2: The President of the Corporation, or

Section 3.02**Notice and Record Date, Member Listing**

(a) Defined: The Notice Date is a date certain for the listing of members required to receive notice of an upcoming meeting; the Record Date is a date certain when the membership records are "frozen" in preparation for any upcoming meeting; and the Member Listing is prepared as of the Record Date, to show the status of the membership records and to identify all Memberships In Good Standing authorized and entitled to vote at any upcoming meeting. The Record Date forms the basis for which the Membership Listing is prepared by reviewing the membership records of the Corporation as they appear on said date. Any changes to the records of the Corporation, received after the Record Date will not be included as part of the Member Listing and therefore cannot vote at the upcoming meeting.

(b) Notice Date: The Notice date for determining the Members entitled to Notice of an upcoming membership meeting shall be the close of business of the Corporation on the workday (excluding weekends and holidays) immediately preceding the date of the Notice for the upcoming meeting.

(c) Record Date, Entitlement to Vote: The Record date for determining the Members with Memberships In Good Standing, authorized and entitled to vote at a membership meeting, shall be the close of business of the Corporation on the tenth (10) day preceding the date of the upcoming meeting.

(d) Entitlement to Participate in Other Action(s): The Record date for determining the Members entitled to participate in other legal actions shall be the close of business of the Corporation on the tenth (10) day preceding the date of the action.

(e) Member Listing: The Secretary shall prepare an alphabetical Member Listing as of the Record date of all Members eligible to vote at the upcoming meeting. The listing will include the Members name, address of record and number of Memberships (votes) authorized to be cast. Upon written request and advance notice, the Corporation shall make the Record Listing available for inspection and copying at the offices of the Corporation, during normal business hours, to any Member with a Memberships(s) In Good Standing, and who appears on the listing, their agent or attorney prior to the date of the upcoming meeting. The Member listing must be present and available for inspection during the meeting for which it was prepared.

(3) Method 3: A request in writing to the President of the Corporation from any two (2) Directors, or

(4) Method 4: A request in writing to the Secretary of the Corporation from at least ten (10) percent of the Pre-1972, Post-1972 and Business Memberships In Good Standing with the Corporation as of the date of the request for a special meeting, or

(5) Method 5: Should the Secretary of the Corporation fail to respond to the request from at least ten (10) percent of the Pre-1972, Post-1972 and Business Memberships In Good Standing with the Corporation as of the date of the request for a special meeting (Method 4), within thirty-five (35) days of the request's postmarked date, any one (1) Member with a Membership In Good Standing and who signed the request may call the special meeting.

(b) Time and Place: Where the Corporation's Board possesses the authority to name the date, time and place of the special meeting (Methods 1 thru 4), it shall do so in a timely manner given the demands and requirements of calling a meeting. In Method 5, the person calling the meeting shall set the date, time and location of the special meeting

(c) Purpose: Any request for a special meeting must contain a description of the purpose(s) of the meeting and all of the matters to come before the membership at the special meeting. No items not on the original agenda or in the Notice for the meeting, may be addressed or acted upon by the membership.

Section 3.04**Member's Issues/Initiatives**

By filing a request identifying the proposed issue or action with the Secretary of the Corporation at least sixty (60) days in advance of any Annual meeting of the membership, signed by Members, holding at least two (2) percent of the Pre-1972, Post-1972 and Business Memberships In Good Standing, authorized and eligible to vote, as of the date of the request, may seek official consideration of any matter. The Board shall promptly, upon the filing of such a request, take an official position with respect thereto. Such matters, along with the recommendation by the Board, shall become part of the meeting Notice and shall then come before a membership vote at the Annual meeting in accordance with the provisions of these By-Laws.

Section 3.06

Notice of Meeting

(a) Content: The written or printed notice will:

- (1) State the place, date, hour, time zone, a description of the matter or matters to come before the meeting and the name or referenced authority for calling the meeting. The Notice shall be delivered either personally, by email with consent, or by USPS mail to each Member of the Corporation holding one or more Memberships In Good Standing, authorized and entitled to vote. The notice need not refer to the approval of minutes or to other routine matters normally incident to the conduct of such meetings.
- (2) State the Notice date, Record date, and as recorded in the Corporation's records as of the date of the meeting's Notice, the Member's current Membership type, Good Standing status within the Corporation and eligibility status to vote at the upcoming meeting.
- (3) Contain a statement that indicates a member may contact the Secretary of the Corporation and attempt to remedy any incorrect information, status or eligibility to vote, and that all remedies to correct incorrect or incomplete information, Good Standing status or voting eligibility status must be completed before the Record Date.
- (4) Contain a statement that lists the specific purposes, resolutions, amendments, documents and associated reference materials applicable to the meeting for which Notice is given; such as listing the Corporation's website and inviting all Members to review the "read only" documents on the website prior to the meeting; and if the Member cannot access electronic media, the Member's right to request in writing, to the Secretary of the Corporation, a printed copy of any listed documents, said documents to be mailed to the member's address of record with prepaid postage affixed thereto.
- (5) Contain any member issue or initiative duly requested with the Secretary or President of the Corporation in accordance with Section 3.04 of these By-Laws.

(b) Delivery: The Notice of said meeting to be delivered not less than ten (10) days, nor more than sixty (60) days before the scheduled date of the meeting.

(1) If mailed, the notice shall be deemed to be delivered when deposited in First Class U.S. Mail, addressed to the member at his address as it appears on the records of the Corporation, with postage thereon prepaid.

(2) If personally delivered, the notice shall be deemed to be delivered on the date the notice is actually received by the Member.

(3) When specifically authorized by the Member, and if electronically delivered, the Notice shall be deemed as delivered on the date it was sent to the authorized electronic address on record.

(c) Certificate: A signed written certificate by the Secretary of the Corporation, or other person giving the Notice, that the notice, required by this section of the By-Laws, has been given, and in the absence of fraud, shall be prima-facie evidence of the facts stated therein.

(d) Additional Notice: If required by these By-Laws, the Declaration or by 2/3rds vote of the Board, the Secretary, or other Officer, shall provide Notice to every Owner/Member of the Corporation of an upcoming meeting.

Section 3.07

Quorum

At any meeting of the Members, as a prerequisite for the transaction of any business, a quorum shall be present. Except as otherwise stated in these By-Laws or Declaration, a quorum shall consist of not less than ten (10) percent of the total Memberships of the Corporation In Good Standing, authorized and entitled to vote at such meeting, present either in person or by verified proxy, as hereinafter provided, of the Pre-1972, Post-1972 and Business Memberships as recorded on the Member Listing at said meeting. When a required quorum, necessary to conduct business, is once present, the quorum is not lost by the subsequent withdrawal of any of those present who formed the original quorum. Any meeting, where a quorum does not exist to conduct business, is automatically adjourned, as hereinafter provided.

Section 3.08

Adjourned Meetings

When a meeting is adjourned to another time, date or place due to lack of a quorum or for other conditions, the Chairman of the meeting, or the person acting as the Chairman of said meeting, shall set the time, date and place for the continuance of the meeting, this time, date and place, being subject to the approval by the majority of the Member's Memberships authorized and eligible

to vote and present at the time of the adjournment, the vote being irrespective of the quorum requirements of Section 3.07 for adjournment. If the new adjourned meeting date is less than forty-five (45) days from the meeting date for which the original Notice was given, no new Notice of the new adjourned meeting time, date and place need be given as long as the new time, date and place were announced at the meeting, for which original Notice was given prior to the adjournment action. If the new meeting date of the adjourned meeting is more than forty-five (45) days from the meeting date for which Notice was given, Notice of the new meeting must be given in accordance with the provisions of these By-Laws.

Section 3.02 Conduct of Meetings

(a) Chair: The Chairman of the Board, or in his absence the President of the Corporation shall chair the meeting. The Members, by majority vote of the Memberships at the meeting, may elect any Member, present and who holds a Membership In Good Standing authorized to vote at the meeting to act as the Chair of any meeting and to call said meeting and Members to order. The Chair shall execute the meeting agenda as prepared.

(b) Minutes: The Secretary of the Corporation shall act as secretary and keep the detailed minutes of all meetings, or in the absence of the Secretary, any person appointed by the Chairman as the Recorder, and may perform the duties as secretary of the meeting and keep the minutes.

(c) Procedures: The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Corporation in all cases to which they are applicable and in which they are not inconsistent with these By-Laws.

(d) Rulings: The Chairman, or person acting in the capacity as Chairman, shall rule on procedural matters and questions at any meeting, which said ruling shall be considered final, subject to a majority vote of the Memberships present and eligible to vote to reverse the Chairman's ruling.

(e) Recording: Any Member with a Membership(s) In Good Standing with the Corporation may record the audio of any meeting for their unofficial private use. By majority vote of the Memberships present and eligible to vote at the specific meeting, said meeting may be videotaped, or "live streamed" via the internet to promote the interests of the Corporation.

(f) Members Issues/Initiatives: Any Member's issue or actions that meet the requirements of Section 3.04, of these By-Laws, shall be addressed by the Chairman in accordance with the meeting agenda.

(g) Special Meetings: Except for such routine meeting matters, the business transacted at any special meeting of the Corporation, shall be confined to the matters related to the purpose or purposes included in the Notice of said meeting.

(h) Agenda: At a minimum, each meeting shall follow the following agenda: 1) Roll call of Member listing; 2) Announcement of a quorum; 3) Call to order; 4) Announcements, communications, remarks; 5) Committee reports; 6) Unfinished business; 7) New business; 6) Adjournment.

Section 3.10 Action by Written Ballot

(a) Defined: Except for special meetings of the Corporation, where called by one or more Members of the Corporation (Section 3.03 Method 4 and Method 5), any action which may be taken at any Annual, general or special meeting of the Corporation's Member's may be taken without a physical meeting, if the Corporation delivers a written ballot to every Member with Membership(s) In Good Standing and entitled to vote, as of the Record date, for each action.

(b) Requirements: The written ballot shall:

- (1) Set forth each proposed action to be voted on, and
 - (2) Provide an opportunity to vote for or against each proposed action, and
 - (3) Indicate the number of responses needed to meet the quorum requirements, and
 - (4) Other than for the election of Directors, state the percentage of approvals necessary to approve each matter, and
 - (5) Specify the time by which a written ballot must be received by the Corporation in order to be counted.
- (c) Approval: Approval of an action by written ballot, where said written ballot meets the requirements of this Section and subsection, shall require that:

- (1) The number of votes cast by written ballot is equal to or exceeds the quorum required to be present at a meeting authorizing said action, and
- (2) The number of approval votes received by written ballot is equal to or exceeds the number of votes that would be required to approve the same action at a meeting of the Corporation.

(d) Revocation: A written ballot, meeting all of the administrative and execution requirements of this Section shall be irrevocable.

Section 3.11 Right to Vote

Voting on any matter that comes before the Corporation, at any membership meeting or on any written ballot, is a right extended to Members In Good Standing with the Corporation, entitled and authorized to vote as of the Record date of said meeting or ballot. A member of the Corporation may possess multiple Pre-1972, Post-1972 or Business Memberships that may or may not correlate directly to how many Parcels of Land, Lots and Living Units a Member owns, or has an interest in within Renegade Mountain. Each Member, with a Membership(s) In Good Standing with the Corporation as of the Record date, and authorized and entitled to vote, shall at any meeting or by written ballot of the Corporation, be entitled to cast one (1) vote, for each Membership held, for each action or matter coming before the meeting of the Corporation. No authorized member may be compelled or coerced to vote, or vote against their wishes. No "block" voting is authorized. The mandatory waiting period to vote after achieving Good Standing status found in subsection 2.16(b)(1) and (2) of these By-Laws shall apply.

Section 3.12 Proxies

(a) Defined: Every Member with a Membership(s) In Good Standing with the Corporation as of the Record date, and authorized and entitled to vote at a meeting, by written ballot or other action of the Corporation, may otherwise appoint another natural person or other entity to vote and act for them by proxy at said meeting, written ballot or action.

(b) Requirements: To be a valid proxy and accepted as such by the Secretary of the Corporation, the proxy shall be in writing and shall:

- (1) Contain the date of execution and if not given for a single purpose (meeting or action), a date of expiration, that is equal to or less than eleven (11) months from the execution date, and
- (2) Specify the entire name, title (if any) and the mailing address of the person designated to represent the authorized Member by proxy, and
- (3) Signed by the authorized Member to vote or by the authorized Member's Attorney-in-Fact, with a valid and legal copy of same attached to the submitted proxy., and

(4) If signed by an entity, the individual signing the proxy, must be the one individual, authorized by the entity, to vote the affairs of the entity, as listed on the Business Membership Application.

(5) Contain a description of the general and specific meetings, actions, matters, ballots, and other such descriptions of activities authorized by the proxy, and

(c) Conflicts:

(1) Should the authorizing Member of the proxy, otherwise authorized and entitled to vote at the meeting, be present at the meeting, ballot or action of the Corporation, and desires to vote in person for any action or matter coming before the Corporation, the Chairman shall recognize the vote of the authorizing member and not the vote of the individual authorized to vote in the Member's proxy, if:

- i). The Member present and entitled to vote revokes their said proxy effective immediately, and before the start of the meeting (Call to Order), and
- ii). Said proxy is revocable in accordance with Section 48-57-205(c) of the Tennessee Nonprofit Corporation Act.

(2) The Secretary of the Corporation shall possess final authority to certify the accuracy and validity of any and all proxies for use at a meeting, ballot or other action coming before the Corporation. Should no discrepancies exist, the proxy is effective the day the Secretary, or other person authorized to tabulate votes, receives the proxy. Should a discrepancy exist in an authorized Member's proxy, in

accordance with the provisions of these By-Laws, the Secretary shall promptly notify the authorized Member in an effort to remedy the discrepancy before the meeting, ballot or action occurs.

(3) If two or more proxies are received by the Secretary of the Corporation for an authorized Member, and for the same meeting, ballot or action, the Secretary shall promptly notify the authorized Member in an effort to remedy the discrepancy before the meeting, ballot or actions occurs. If the Member cannot be contacted or the discrepancy cannot be remedied prior to the meeting, written ballot or other action, the proxy with the latest calendar date will take precedence and be certified by the Secretary as valid.

(4) Except as otherwise provided for in said proxy, these By-Laws or as provided for in Section 48-57-205(c) of the Tennessee Nonprofit Corporation Act, each proxy will be revocable for any reason, at any time at the pleasure of the authorized member executing said proxy.

(5) The Secretary shall continue to qualify all proxies before, during and after the meeting and shall not certify the vote until a determination is made to accept or not accept a proxy is made.

Section 3.13

Voting Results

(a) Approval: Except as provided elsewhere in these By-Laws, or when a vote is taken to elect a Director(s) or other individual, and where the necessary quorum is present to call the meeting to order, any action on any matter properly coming before the meeting, is approved, if the votes cast within the voting group favoring the action exceed the votes cast of the voting group opposing the action.

(b) Tie Votes: Any action coming before the meeting, where the votes cast within the voting group favoring the action equals the votes cast of the voting group opposing the action, the Chairman, or person acting in the capacity as Chairman, shall:

- (1) Permit discussion of the proposed action and require a second vote on the proposed action, and
- (2) If the second vote results in the votes cast within the voting group favoring the action equaling the votes cast of the voting group opposing the action, the action shall be tabled to another place and time for resolution by the membership.

(c) Acceptance: Applying the requirements of Section 48-57-208 of the Tennessee Nonprofit Corporation Act, the Secretary, or other person authorized to tabulate votes, shall have final determination on the acceptance or non-acceptance of any questionable votes cast.

ARTICLE IV

Board of Directors

Section 4.01

Number

The number of Directors shall be a minimum of three (3) at all times, however nothing in this Section shall prohibit the Corporation from having more than three (3) Directors. Upon adoption of a resolution by the existing Board of Directors and an affirmative vote by a two-thirds (2/3) majority of the Memberships authorized and entitled to vote at any Annual meeting, the Corporation may increase or decrease the number of authorized Directors as long as the total number of authorized Directors remains an odd number and is not reduced below three (3) (3, 5, 7, 9, etc.). Any approval by the membership of the Corporation to decrease the number of Directors of the Corporation shall have no effect of shortening the term of any incumbent Director.

Section 4.02

Requirements and Qualifications of Directors and Officers

(a) Defined: Any natural person may be nominated and/or elected as a Director, or appointed as an Officer of the Corporation, as hereinafter provided, who meets the following qualifications and requirements as of the day and time of their nomination as a Director or by the time of their appointment as an Officer:

- (1) Hold a Pre-1972, Post-1972 or Business Membership In Good Standing in the Corporation, and
- (2) Need not be a resident of or live in Tennessee, and
- (3) Be of sound mind and moral character, and
- (4) Be capable of being bonded by the Corporation, and

(5) Possess the willingness, capability and the time to conduct the business of the Corporation at various locations and by various means when necessary.

(b) Waiver: Nothing in this section of the Corporation's By-Laws shall prevent, by two-thirds (2/3) majority vote of approval by the Memberships In Good Standing, authorized and entitled to vote at any meeting, a one (1) year waiver of an individual's Membership In Good Standing status, should the individual who is receiving the waiver be otherwise qualified in accordance with the requirements of this section of these By-Laws. The requirements and qualifications of this Section of the By-Laws need not apply to an Interim Director, as hereinafter provided, who is appointed by the Board to fill a vacancy, as hereinafter provided, on the Board.

Section 4.03

Term of Office

To not adversely affect the Board of Directors, initially, one (1) Director shall have a term of three (3) years, one (1) Director shall have a term of two (2) years and one (1) Director shall have a term of one (1) year. Except as hereinafter provided in this Section of the By-Laws, one three (3) year Director shall be elected each year at the Corporation's Annual meeting. Should the Board propose a resolution to increase the number of Director's of the Corporation, said resolution shall also contain the proposed term of office for each new Director. Unless otherwise provided in these By-Laws, a Director shall hold office until the expiration of their term for which they were elected.

Section 4.04

Nominations

(a) By Committee: At least sixty (60) days before each Annual meeting of the Corporation's membership, at which one (1) or more Directors or Interim Directors are to be elected, the President, or other officer in his absence or inability, shall appoint a Nominating Committee, subject to the approval of the Board, consisting of three (3) Members with Membership(s) In Good Standing in the Corporation. Should the Board not approve one (1) or more of the President's appointments to the Nominating Committee, the President shall continue to appoint names until a committee is approved by the Board. The Nominating Committee shall screen potential names of Committee members who meet the requirements and qualifications of Section 4.02 of these By-Laws, in an attempt to draft and list at least two nominees on the voting ballot for each open Director position which will then exist. The Nominating Committee shall inquire as to the willingness of a proposed nominee to serve. Once a list of nominees is determined, said list shall be published as part of the required Annual membership meeting notice.

(b) By the Board: In the absence of a Nominating Committee, the Board may, by resolution, perform the functions of the Nominating Committee as set forth above.

(c) By Petition: Any natural person meeting the requirements and qualifications of Section 4.02 of these By-Laws may be nominated by a Nominating Petition, provided at least ten (10) Members with Memberships In Good Standing sign said petition, and provided the individual is willing to serve as a Director or Interim Director of the Corporation, where such petition is filed with the Secretary of the Corporation, or other officer in their absence or inability, not later than five (5) days before the Notice for the Annual meeting is published.

(c) From the Floor: Except when authorized by majority vote of the Memberships in Good Standing, authorized and entitled to vote at the Annual membership meeting, no nominations for a vacant Director position or Interim Director shall be accepted from the floor of said meeting.

Section 4.05

Reserved

Section 4.06

Election

(a) Interim Director: Should a vacancy, as hereinafter provided, occur on the Board, the remaining Directors shall appoint a natural person to fill the vacancy, as hereinafter provided, until the next Annual meeting, where the Interim Director, or other individual, may be elected for the remaining term of said vacancy in accordance with the provisions of this Section of the By-Laws.

(b) General: A Director or Interim Director shall be considered elected when they receive a plurality of the votes cast by the Members with Memberships In Good Standing, are authorized and entitled to vote, at the Annual meeting for which the election of said Director or Interim Director was held. If a second position for a Director or Interim Director is to be voted on, the nominee receiving the second largest number of votes shall be elected, and so on. Should a nominee be accepted from the floor, as authorized by a majority vote of the membership authorized and entitled to vote, and said nominee is elected at that same Annual meeting, their election to that position shall be subject to the requirements and qualifications of Section 4.02 of these By-Laws. If said nominee fails to meet the requirements and qualifications of Section 4.02 of these By-Laws, the nominee with the next highest number of votes will be certified, as hereinafter provided, as being elected to the Board.

Corporation, an Interim Director, duly elected in accordance with these By-Laws shall become a Director of the Corporation. The Certificate shall be published and filed, and to the maximum practical extent possible, the membership notified of the results.

Section 4.08 **Resignation**

Any Director of the Corporation may resign at any time and for any reason by delivering their letter of resignation to the Board Chairman or President, or to the Corporation, shall said letter be dated, signed and list an effective date of said resignation. If no date of resignation is given, the date the resignation letter is delivered to the Corporation shall be considered the effective date of the resignation. Any resignation by a Director shall be accepted by the Corporation without qualification and the Board shall take immediate action to fill the vacancy.

Section 4.09 **Removal**

(a) **By Membership:** Any Director, or number of Directors may be removed from their elected office with or without cause at any Annual or Special meeting of the membership, where the removal action was included in the Notice of the meeting, by a majority vote of the Members with Memberships in Good Standing, then authorized and entitled to vote. Cause, as defined for this Section of the By-Laws, is final conviction of a felony, declaration of unsound mind by court order, adjudication of bankruptcy, non-acceptance of office, or conduct prejudicial to the interest of the Corporation.

(b) **By Board:**

(1) **Cause/No Cause:** Any Interim Director appointed by the Board may be removed from office by the Board, with or without cause, by a unanimous vote of the remaining duly elected Directors then in office, irrespective of a quorum being present.

(2) **Cause:** Any Director may be removed from office for cause, as defined in Section 4.09(e) above, by the Board with a unanimous vote of the remaining duly elected Directors then in office irrespective of the quorum requirements of this Section 4.15 of these By-Laws.

(3) **Attendance:** Any Director, who in any calendar year, misses more than fifty (50) percent of the Annual, Quarterly and Special meetings of the

(c) **Ballots:** Separate ballots shall be provided for the election of Interim Directors. Ballots for the election of Directors shall be written, shall list the Member's name who is authorized and entitled to vote, the number of memberships they are entitled to vote and shall list all nominees for the position of Director or Interim Director in alphabetical order by last name. Instructions on how to mark the ballot and how many Directors are to be elected shall be written at the top of the ballot. If a nominee is accepted from the floor of the meeting, the nominee's name will be written onto the ballot before distributing the ballots. The Secretary, or alternate person appointed by the Chairperson, will distribute the ballots to the Members with Memberships in Good Standing, authorized and entitled to vote who are present at the meeting. The Chairperson shall allow a maximum of ten (10) minutes to vote, after which the Secretary of the Corporation shall collect all of the ballots previously distributed to the membership. The Secretary shall tally the total number of votes and valid proxies, and a second person, who is appointed by the Chairperson and who is not currently an Officer or Director in the Corporation, shall verify the Secretary's count. All discrepancies in the vote count will be resolved before the Secretary announces the results of the vote to the membership present at the Annual meeting.

(d) **No Plurality:** When a plurality of votes is required to elect a Director or Interim Director, and no plurality of votes exists after the ballots are counted, the Chairman, or person acting in the capacity as Chairman, shall cause a second vote of the membership to occur between only the nominees of which no plurality of votes existed after the first vote. The nominee receiving a plurality of votes cast, after the second vote, shall be elected to the position of Director or Interim Director.

(e) **Effective Date/Time:** Upon agreement on the vote count between the Secretary and the second person, as appointed by the Chairperson, and upon announcement of the election results to the membership, a new Director or Interim Director is deemed to have been duly elected and may immediately assume their office and duties as a Director of the Corporation.

Section 4.07 **Certification**

Unless extenuating conditions exist, not later than five (5) days after the election for a Director or Interim Director takes place, the Secretary shall certify the election by completing and filing a Certificate of Election that contains the date prepared, each nominee's name, the corresponding number of votes the nominee received, the name or names of the new Director or Interim Director who was elected and the Secretary's signature. Upon certification by the Secretary of the

Board, scheduled in said calendar year, may be removed from office by a majority vote of the remaining duly elected Directors then in office irrespective of the quorum requirements of this Section 4.15 of these By-Laws.

(c) **Effective Date:** The effective day and time of a Director's removal shall be the day and time the removal vote is announced by the Secretary, or other officer acting on the Secretary's behalf, at any Annual or Special meeting of the membership or, in the case of removal action by the Board, the day and time the Chairman, or Acting Chairman of the Board, as hereinafter provided, announces that the vote, has carried. The removed Director shall be prohibited from acting on behalf of the Corporation after the effective date of their removal as defined herein, regardless of the removed Director's decision to appeal the removal action.

(e) **Notification:** Upon removal of a Director under this subsection of the By-Laws, the Secretary of the Corporation shall notify the removed Director and the membership, by any and all prudent forms of communication, of said removal.

Section 4.10

Vacancies

Should a Director position become vacant for any reason, as provided for in these By-Laws, the Board of Directors shall immediately, but not more than seven (7) days after the effective date of the vacancy, by a majority vote of the remaining directors then in office, irrespective of the quorum requirements of Section 4.15 of the By-Laws, appoint an Interim Director. If only one (1) Director remains, they may appoint any natural person of their choosing, although such person may or may not meet the qualifications and requirements of Section 4.02, to act as an Interim Director until the next Annual meeting of the membership, where the Interim Director, if so qualified by Section 4.02 and if elected by the membership, shall complete the remaining term of the Director's position for which the said vacancy occurred. If the vacancy on the Board occurs after the Notice for any Annual meeting has been given, the person, appointed by the remaining members of the Board of Directors to fill said vacancy, shall serve until the next Annual meeting after the Annual meeting for which Notice has already been given.

Section 4.11

Duties and Responsibilities

Except as otherwise limited by these By-Laws, each Director, as part of the Board, shall manage the business and affairs for the purpose or purposes stated in the Corporation's Charter, and who shall discharge their duties and responsibilities in good faith with that degree of diligence, skill and care which

ordinarily prudent individuals would exercise under similar circumstances in like positions.

Section 4.12

Acts of Directors

Except as otherwise provided by statute, these By-Laws, Declaration or Corporation Charter, each Director shall serve and act as a part of the Board of the Corporation which regularly convenes to manage the affairs of the Corporation for the purpose or purposes stated in the Corporation's Charter.

Section 4.13

Meetings

(a) **General:** The Board of Directors may meet informally to discuss the affairs of the Corporation, but no action shall be taken, nor resolution passed without a meeting or alternative method of meeting as defined in this Section, where the required notice, as hereinafter provided for said meeting, was duly given.

(b) **Regular - Annual:** The new Board of Directors shall hold a Regular meeting and shall meet immediately after each Annual meeting of the membership, and at the same place as the membership meeting occurred, provided a quorum, as provided in Section 4.16, is present for the purpose of electing a Chairman of the Board by majority vote, to appoint the Officers of the Corporation and to conduct any and all such other business that may come before the Board. No notice, as hereinafter provided, is required for any regular annual meeting of the Board.

(c) **Regular - Quarterly:** The Board shall hold Regular meetings and shall meet at the offices of the Corporation, or other suitable location as determined and announced by the Board, at 6:00 pm (Central Time) on the second Friday of January, April, July and October of each calendar year to conduct any and all such business as shall come before the Board. No notice, as hereinafter provided, is required for any regular quarterly meeting.

(d) **Special:** The Board shall meet at other times to conduct the affairs of the Corporation and provide for the interests of its members. Special meetings of the Board may be called by any of the following methods, at a time, date and place as announced in the said meeting notice, as hereinafter provided:

- (1) Method 1: By the Chairman of the Board, or
- (2) Method 2: The President of the Corporation, or

(3) Method 3: A request in writing to the President of the Corporation from any two (2) Directors.

(e) Emergency: During a declared emergency by City, County, State or Federal authorities, or in cases where no actual emergency is declared, to prevent the immediate loss of life or to mitigate property damage, the Board may hold an Emergency meeting to enact temporary measures for emergencies occurring within Rensgade Mountain, and to the extent possible, such actions may be reversed or nullified by a majority vote of the Corporation's membership at the next membership meeting. The immediate and emergency actions shall require the consent of at least two (2) Directors, however the Directors need not be present collectively at the emergency site, nor collectively present in person at any location to vote. Voting by two (2) or more Directors, in communication with the other Directors in person or by telephone, telegraph, electronic media or by messenger shall be acceptable in emergency situations.

f. Closed Meetings: Closed meetings shall not occur, however, in contradiction with Section 4.17(b), the Board may adjourn a portion of any meeting to another room to temporarily meet in closed session, regarding any legally sensitive matters, or to protect any lawyer/client privilege. The meeting minutes of any Closed session shall be redacted from the Meeting's published minutes, and sealed until one (1) year after the legal action is completed.

Section 4.14

Notice

(a) General: Except as otherwise provided in these By-Laws, Notice of each Special Meeting or any adjourned meeting, as hereinafter provided, of the Board, shall be given by the Secretary, or an Assistant Secretary, or in the absence or disability of any Secretary or Assistant Secretary, by the person or persons calling the meeting. Such notice shall be written, list the day, time, place and the purpose or purposes for which the meeting is being called, and given to each Director then serving in office by:

- (1) Delivering said notice in person not later than five (5) days before the meeting for which notice is being given, or by
- (2) Deposit of written notice in the U.S. mail, with pre-paid first-class postage affixed to the address of record for each Director not later than ten (10) days before the meeting for which notice is being given, or by

(3) Electronic delivery not later than five (5) days before the meeting for which notice is being given and where the notice shall be deemed as delivered on the date it was sent to the authorized electronic address on record.

(b) Emergency: Notice of Emergency meetings may be made by any Officer or Director of the Corporation in person, by telephone or electronic media, or by whatever means is required to contact the Directors of the Corporation and meet the needs of the emergency.

(c) Waiver: Notice may be waived by any Director who signs a written waiver of such notice before, during or after said meeting for which notice was given. Waiver of notice shall be in accordance with the requirements set forth in Section 48-58-204 of the Tennessee Nonprofit Corporation Act.

Section 4.15

Quorum

Except as otherwise provided in these By-Laws, Charter or by statute, at any meeting of the Board, and as a prerequisite for the transaction of any business, a quorum shall be present immediately prior to each meeting, of not less than fifty (50) percent of the total Directors then in office. When a required quorum, necessary to conduct business is once present, the quorum is lost by the subsequent withdrawal of any of those Directors present who formed the original quorum. A meeting, where a quorum does not exist to conduct business, is automatically adjourned, as hereinafter provided. Except as provided for in Section 4.16 (Adjourned Meetings), the business of the Corporation shall not be conducted when less than two (2) Directors are present.

Section 4.16

Adjourned Meetings

When a meeting is adjourned to another time, date or place due to lack of a quorum or for other conditions, the Chairman of the Board, or person acting as the Chairman of said meeting, shall set the time, date and place for the continuance of the meeting, this time, date and place being subject to the approval by the majority vote of Directors present at the time of adjournment, the vote being irrespective of the quorum requirements of Section 4.15. Notice of the new meeting date, time and place shall be given in accordance with the provisions of these By-Laws.

Section 4.17

Conduct of Meetings

(a) **Organization:** The Board may adopt and publish any such Rules and Regulations for the conduct of their meetings, not inconsistent with these By-Laws, the Corporation's Charter or the Statutes of the State of Tennessee.

(b) **Open Meetings:** All Board meetings are open meetings, and as such, any Member of the Corporation, holding one or more Memberships In Good Standing, authorized and eligible to vote, may attend any meeting to observe the proceedings. The Board shall allow for a set period of time, being no less than fifteen (15) minutes prior to the start of the meeting, for any Member, regardless of Good Standing status, to voice their concerns for the good of the Corporation, however once the meeting is called to order by the Chairman of the Board, any Member without any Membership(s) In Good Standing must leave the meeting. Members with Membership(s) in Good Standing, who are not Directors, Officers or Committee Members, shall only observe the proceedings, and may not participate in said meeting unless expressly requested to do so by the Chairman of the Board. Members who disrupt a meeting of the Board shall be removed from the meeting and considered for suspension of Membership under the provisions of these By-Laws.

(c) **Chairman:** In the absence of the Chairman of the Board elected at the Annual meeting, the Directors, by majority vote, may elect any Director present to act as Chairman of the Board for said meeting.

(d) **Minutes:** The Secretary of the Corporation shall act as secretary and keep the detailed minutes of all meetings, or in the absence of the Secretary, any Recorder appointed by the Chairman may perform the duties as secretary of the meeting and keep the minutes.

(e) **Recording:** Any Director may record the audio of any meeting for their private use.

(f) **Special Meetings:** Except for such routine meeting matters, the business transacted at any special meeting of the Board, shall be confined to matters related to the purpose or purposes included in the Notice of said meeting.

(g) **Tie Votes:** Any action coming before the Board of Directors, where the Directors favoring the action equals the votes of the Directors opposing the action, the Chairman of the Board, or person acting in the capacity as Chairman of the Board, shall:

(1) Permit discussion of the proposed resolution and require a second vote on the proposed action, and

(2) If the second vote on the same resolution results in the Directors favoring the action equaling the votes of the Directors opposing the action, the Chairman of the Board shall reschedule a vote on the action or issue to the next meeting of the Board, and

(3) If the third vote on the same resolution, at the next meeting of the Board, results in the Directors favoring the action equaling the votes of the Directors opposing the action, the President shall vote and break the tie vote.

Section 4.18 Consent by Alternative Methods

(a) **Electronic (Email):** Routine and recurring actions that include, but are not limited to the approval of Membership applications, requests for information, authorized payment of routine bills and invoices, and other such matters may be accomplished by unanimous consent of the Board, then in office, using Electronic Media. Actions failing to receive a unanimous consent by the Board, then in office, or if one (1) or more of the Board of Directors, then in office object to the consent of said action taking place by electronic media, the action shall be deferred to the next meeting of the Board.

(b) Requirements: Consent by Electronic Media:

(1) The Secretary shall maintain for record, the electronic media address, and additional electronic media addresses, if any, for each Director, then in office.

(2) The Secretary, whose decision shall be final, shall determine which actions meet the requirements of this Section of the By-Laws for consent by electronic media and initiate said action by sending the action to all Directors

(3) Once all Directors have responded Yea or Nay, the Secretary shall electronically file the action with all Directors, showing the final, consents or dissents and comments for said action. Any action approved by electronic media between physical meetings of the Board will be included in the minutes of the next Board meeting. Any action not approved by unanimous consent of the Board, or where an objection to consent by electronic media by a Director was noted, the said action shall be addressed at the next meeting of the Board.

(2) Mileage: Directors or Officers traveling more than twenty (20) miles round trip from their home address on record to the required meeting or function are entitled to be reimbursed thirty (30) cents per mile for each mile traveled roundtrip from their home address of record to the required meeting or function, less twenty (20) miles, or a maximum reimbursement of two-hundred and eighty (280) miles, whichever is less.

(3) Direct Expenses: Any Director or Officer, while in the performance of their duties, who incurs the cost of an item or items, where said item or items were budgeted and approved for purchase, and where said item or items would have eventually been purchased by the Corporation, and upon presentation of a receipt or invoice, said Director or Officer shall be reimbursed for the actual cost of the item or items.

(c) Changes: Nothing in this Section of these By-Laws shall prohibit the membership of the Corporation, by two-thirds (2/3) majority of the Memberships in Good Standing, authorized and entitled to vote, from providing for compensation to its Directors or Officers at any Annual meeting of the membership.

Section 4.20 Committees

(a) Executive Committee: No Executive Committee of the Board is authorized, however, nothing in this Section of these By-Laws shall prohibit the membership of the Corporation, by two-thirds (2/3) majority of the Memberships in Good Standing, authorized and entitled to vote, from providing for an Executive Committee at any Annual meeting of the membership.

(b) Other Committees: Except for a Nominating Committee as herein provided for in these By-Laws, the Board, by a resolution adopted by a majority of Directors, may designate one (1) or more Standing or Specialized Committees to assist the Board in administering the affairs of the Corporation. Each Standing or Specialized Committee shall consist of one (1) Director, who shall act as the Chairperson of the committee, and at least two (2) Members with Memberships in Good Standing, said members being initially appointed by, and meeting the approval of the Chairperson of said committee. No committee organized under this Section of these By-Laws shall be authorized compensation.

(c) Powers and Authority:

(1) General: Any powers delegated to any committee and any authority given to any committee to act on behalf of the Board shall be limited,

(c) Other: While every Board Meeting requires at least one (1) Director to be physically present, the remaining Directors may attend in person, by electronic media (skype, zoom), or by conference call. At a minimum, any such other method shall ensure that all persons entitled to participate can hear and talk with every other participant entitled to participate. Although not convenient or efficient for many actions (charts, expert, math), any action that could be addressed by the Board in a meeting, may be addressed by electronic media or conference call. The minutes of each meeting, where electronic media or conference calling is utilized by one or more Directors, shall be so annotated as to reflect their use.

(d) Quorum: Any of the alternative consent methods used to conduct the business of the Corporation, as described and permitted by this Section of the By-Laws, shall require a quorum in accordance with Section 4.15 of these By-Laws. When a required quorum, necessary to conduct business is once present, the quorum is lost by the subsequent withdrawal of any of those Directors present who formed the original quorum.

(e) Effective Date: Actions, if approved under this Section of the By-Laws, unless otherwise determined by the Board, shall be effective upon the date and time that the actual vote was cast, if for a meeting. For electronic email, the effective date and time of the action shall be that date and time of the email, sent by the Secretary of the Corporation, notifying all Directors of the results of email votes cast on each action. A consent made under this Section shall have the effect of a meeting vote and may be described as such in any document.

Section 4.19 Directors and Officers Compensation and Expenses

(a) Compensation: Directors and Officers, performing their official duties shall not be compensated for their services.

(b) Expenses: To the extent to which the Renegade Mountain Community Club budget provides for travel expenses, only minimal reimbursement of expenses to and from meetings and functions in or around Renegade Mountain shall be authorized:

(1) Lodging and Meals: Except by majority vote of the Board, on a case-by-case basis, lodging and meal expenses are not authorized.

directly related to the purpose for which the committee was formed, be specified in detail in writing and approved by a unanimous vote by resolution of the Board. All committees shall make recommendations to the Board on any matters or actions that fall outside the scope of their written authority or power to act.

(2) Limitations: Unless specifically so written and authorized by the Board, any such committee shall not have the powers of the Board, nor exercise the authority of the Board in any matter or action. Regardless of any such authorization by the Board, no committee authorized by the Board shall have the power or authority to:

- i). Authorize distributions, or
- ii). Approve or recommend to Members any dissolution, merger, or the sale, pledge or transfer of all, or substantially all of the Corporation's assets, Common Property, or
- iii). Elect, appoint or remove Directors, fill vacancies on the Board or any of its committees, or
- iv). Adopt, amend or repeal the Charter, Declaration or By-Laws.

(d) Conducting Meetings:

(1) Rules and Regulations: The Director, who serves as Chairperson of the committee to which they were appointed shall, not later than fifteen (15) days after the formation of such committee, and before any business is conducted by such committee, shall write adopt and publish any such Rules and Regulations for the conduct of their meetings, not inconsistent with these By-Laws, the Corporation's Charter, Declaration or the Statutes of the State of Tennessee, a copy of which shall be furnished to the Chairman of the Board and a copy furnished to the Secretary of the Corporation for filing. At a minimum, the document shall include time limits and methods to give notice, quorum requirements, recording and publishing of minutes and frequency of meetings. After reviewing the committee's Rules and Regulations for the conduct of their meetings, the Secretary and/or Chairman of the Board may require changes to said Rules and Regulations prior to final acceptance by the Chairman of the Board.

(2) Open Meetings: All committee meetings are open meetings, and as such, any Member of the Corporation holding one or more Memberships in Good Standing, may attend any meeting to observe the proceedings. The Chairperson shall allow for a set period of time, being no less than ten (10) minutes prior to the start of the meeting, for Members with Membership(s) In Good Standing to voice their concerns for the good of the Corporation, however once the meeting is called to order by the Chairperson, all Members who are not part of the committee, shall only observe the proceedings, and may not participate in said meeting unless expressly requested to do so by the Chairperson. Members who disrupt a committee meeting shall be removed from the meeting and considered for suspension of membership under the provisions of these By-Laws.

(e) Vacancy:

(1) Director: The Board shall have the power to replace any Director in charge of any committee, or to fill the vacancy of any Director on said committee, by a majority vote on a resolution, said resolution stating the reason or reasons for the change, by the Board.

(2) Member: The Board of Directors shall have the power to replace any member of any committee by appointment for any reason, or to fill the vacancy of any member on said committee by an appointee.

(f) Dissolving: All committees serve at the pleasure of the Board and as such may be dissolved at the conclusion of their purpose or for other reasons by a majority vote on a resolution, said resolution stating the reason or reasons for the dissolving of said committee, by the Board.

Section 4.21 Reserved

Section 4.22 Limitation of Power and Authority

(a) General: It shall be the intent of these By-Laws to limit the power and authority of the Board to such power and authority as is required to manage and control the day-to-day affairs of the Renegade Mountain Community Club, and to limit such power and authority as is required to provide for the safety and well being of the Corporation's Members and interests, therefore allowing the Members of the Corporation to determine the major decisions and long-term direction of the Corporation.

(b) **Specific Limitations:** In addition to other various actions requiring membership approval in these By-Laws and Declaration, without a majority vote by the Memberships of the Corporation, the Board shall have no power or authority to:

- (1). Amend or change any By-Law of the Corporation in whole or in part.
- (2). Sell, trade or dispose of any asset, or group of assets of the Corporation valued at more than five-thousand (5000) dollars.
- (3). Purchase, or enter into an agreement to purchase, any service or item or group of items, with a combined value of more than Twenty-Five Thousand (25,000) dollars.
- (4). Bind the Corporation by entering into any contract or contractual agreement, or series of contracts having a combined value of more than ten thousand (10,000) dollars, or any contract of more than twenty-five hundred (2,500) dollar value, where the performance period is greater than one (1) year.

Section 4.23 Standards for Directors and Officers

A Director or Officer shall discharge all duties as a Director or Officer, as the case may be, including duties as a member of a committee:

- 1. In good faith; and,
- 2. With the care an ordinarily prudent person, in a like position, would exercise under similar circumstances; and,
- 3. In a manner the Director or Officer reasonably believes to be in the best interests of the Corporation.

Section 4.24 Conflicts of Interest

(a) **Defined:** A conflict of interest transaction is any transaction with the Corporation in which a Director or Officer of the Corporation has a direct or indirect interest in, including, but not limited to:

- (1) Another entity in which the Director or Officer has a material interest, or in which the Director or Officer is a general partner in, is a party to the transaction, or

- (2) Another entity of which the Director or Officer is a director, officer, or trustee is a party to the transaction, or

(3) Other similar situations where there is a perception of impropriety or conflict of interest.

(b) **Approval:** Any action, where a conflict of interest exists may be approved, authorized or ratified if:

- (1) The material facts of the transaction, and the Director's or Officer's interests, were disclosed or known to the Board or Committee prior to such approval, or
- (2) The material facts of the transaction, and the Director's or Officer's interests, were disclosed or known to the Board and they approved such action, or
- (3) Authorized by the Attorney General or Reporter, or
- (4) Ordered by a court of record having equity jurisdiction in such action and in which the Attorney General and Reporter are joined as a party, or
- (5) Approved by a majority vote of the remaining Directors on the Board who possess no such direct or indirect conflict of interest in the action, said such majority possesses a quorum, absent the Director or Directors possessing the said conflict of interest, or
- (6) Approved by a majority vote of the Memberships, authorized and entitled to vote, at any meeting of the membership.

(c) Except as otherwise provided by law, common or interested Directors or Officers may always be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes, approves or ratifies a conflict of interest transaction.

ARTICLE V

Officers

Section 5.01

Election

The Board shall, annually, at their Regular - Annual meeting, elect a Chairman of the Board, and to elect a President, Vice-President, Secretary and Treasurer of the Corporation. Any two (2) of the aforementioned offices, except those of President and Secretary, may be fulfilled by the same person, but no person shall purport to execute or attest any document or instrument on behalf of the Corporation in more than one (1) capacity. Officers may be, but need not be, Directors of the Corporation.

Section 5.02

Term

The Officers of the Corporation shall hold office for one (1) year from the date of their election, or until their successors are chosen and qualify in their stead, subject, however, to the removal of any officer, as hereinafter provided.

Section 5.03

Removal

Any officer elected by the Board may be removed by a two-thirds (2/3) majority vote of the Directors then in office and if the removal action involves an Officer who is also a Director of the Corporation, absent said Director's vote on the removal action.

Section 5.04

Resignation

Any officer of the Corporation may resign at any time and for any reason by delivering written notice of their resignation to the Board or Chairman, shall said letter be dated, signed and list an effective date of their resignation. If no date of resignation is given, the date the resignation letter is delivered to the Corporation shall be considered the effective date of the resignation. Any resignation by an officer shall be accepted by the Corporation without qualification and the Board shall take immediate action to fill the vacancy.

Section 5.05

Vacancy

Should an officer position become vacant for any reason, as provided for in these By-Laws, the Board by a majority vote, shall immediately, but not more than fourteen (14) days after the effective date of the vacancy, elect a new officer to the vacant position. In the interim time period, between the effective date of the vacancy and the date a new person is elected and capable of fulfilling the duties of the vacated office, the Board or other officer shall perform the duties of such office and of said officer. Any action which results in an officer vacancy, where such action involves an officer who also serves as a Director of the Corporation, shall have no such effect on said Director's rights or duties as a duly elected Director of the Corporation.

Section 5.06

Security - Bond

The Board may require any officer, agent or employee of the Corporation to give security for the faithful performance of their duties, in such reasonable amount and in such form as may be satisfactory to the Board of Directors.

Section 5.07

Powers and Duties of Officers

(a) General: All officers and agents of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided in these By-Laws, or may be as determined by resolution of the Board, and not inconsistent with these By-Laws, Declaration and Local, State and Federal statutes.

(b) Specific: The specific powers and duties of the officers of the Corporation shall be as follows:

(1) Chairman of the Board: Except as otherwise provided in these By-Laws, the Chairman of the Board, when present, shall preside at all meetings of the membership and the Board of Directors.

(2) President: The President shall be the principal Executive Officer of the Corporation, and subject to the Board's direction. They shall in general, supervise and control all of the business and affairs of the Corporation. The President may sign any contracts, documents or instruments which the Board has authorized to be executed, except where: 1) otherwise provided in these By-Laws, or 2) in cases where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation, or 3) shall be required

by law or statute to be otherwise signed or executed. The President perform all duties as may be prescribed by the Board from time to time.

(3) Vice-President: In the absence or disability of the President, the Vice-President shall perform the duties of, and exercise the powers of the President; and in general, perform all duties as may be prescribed by the President and Board from time to time.

(4) Secretary: The Secretary of the Corporation shall:

- i). Keep the minutes of all membership and Board meetings, and
- ii). Execute the Notice for all meetings as prescribed by law and in these By-Laws, and
- iii). Act as custodian for all Corporate records, and
- iv). Maintain a current membership roster that includes, but is not limited to, Name, Lot or Living Unit, Legal Description, Block and Lot Number, Pre or Post 1972 Lot, Type Membership, Physical Address, Legal Address, Mailing Address, Telephone Number, Email Address, Dues Status and Eligibility to Vote, and
- v). Maintain and verify all Proxies, and
- vi). Quarterly, or fifteen (15) days prior to any Notice being delivered, access the Tennessee State database for any changes in ownership of Lots or Living Units, and
- vii). Certify the votes cast at each membership meeting, and
- viii). Perform all other duties incident to the office of Secretary, and

ix). In general, perform all duties as may be prescribed by the President and Board of Directors from time to time.

(5) Treasurer: The Treasurer of the Corporation shall:

- i). Maintain custody of the Corporation's funds and securities, and
- ii). Maintain custody of the Corporation's books and financial records, and
- iii). Accurately post all revenues and disbursements of the Corporation, and
- iv). Deposit all monies and other valuable assets, in the name of, and to the credit of, in such depositories as may be designated by the Board of Directors, and
- v). Disburse the funds of the Corporation as authorized by the Board and budget, and
- vi). Prepare and maintain the annual budget as approved by the Board and membership, and
- vii). Prepare a quarterly income and loss statement of the Corporation's financial status, and
- viii). Prepare an annual balance sheet of the Corporation's financial status as of the end of the calendar year, and
- ix). Render to the President, Board, and Members, upon request, reports indicating the financial status of the Corporation, and
- x). Perform all other duties incident to the office of Treasurer, and
- xi). In general, perform all duties as may be prescribed by the President and Board from time to time.

(3) Vote, as provided in these By-Laws, to approve or disapprove any required annual budget and Assessments as formulated and presented by the Board.

(b) Sources: The Corporation has three (3) basic sources of revenue to fund its services and responsibilities; fees, Annual Assessments and special assessments as hereinafter provided.

(c) Considerations: In determining the level of fees and Assessments necessary to fund the Corporation, the Board shall consider the following ordered premises:

(1) Maintenance, safety and security issues related to protecting the wellbeing of the Members of the Corporation, then

(2) Operation and maintenance of existing facilities, amenities and Common Areas of the Corporation, then

(3) Keep fees and Assessments to a minimum, then

(4) Keep deficits and debts of the Corporation to a minimum level, then

(5) Establish a cash operating reserve, then

(6) Protection of credit rating, then

(7) Other factors that a reasonable and prudent person would consider under similar circumstances.

Section 6.02 Fees

To the extent consistent with promoting reasonable use of the facilities and amenities owned, operated or provided by the Corporation, the Board shall establish user fees in accordance with the provisions of Section 2.09 of these By-Laws to ensure that such amenities and facilities shall be as self-sustaining as may be prudent and possible.

Section 5.08 Assistants

As the workload dictates, the Secretary and the Treasurer may appoint, and with the President's approval, hire one (1) or more assistants to help them perform their duties, and if the appointees or hires are Members of the Corporation, they shall not be subject to the qualifications and requirements of Section 4.02 of these By-Laws. The powers and authority of the Secretary and Treasurer of the Corporation shall not pass to their respective assistants, and such Officer shall remain responsible for the actions, work and document accuracy of their assistant or assistants. Assistants serve at the pleasure of the officers who appointed or hired them and may be removed or relieved by that officer at any time, subject to the statutes covering the hiring and firing of Corporate employees.

Section 5.09 Delegation of Duties and Powers

In the case of absence or disability of any officer of the Corporation, or in the case of a vacancy in any office or for any reason that the Board may deem sufficient, the Board, except as provided by law, Charter, Declaration or these By-Laws, may temporarily delegate the duties and powers of any officer to any other officer, or to any Director, for a maximum time period of fourteen (14) days. If an incapacity prevents an officer from continuing to perform their duties for more than fourteen (14) days, the Board shall appoint an Interim Officer to fulfill the duties and powers of the office until the elected Officer returns to office.

ARTICLE VI

Assessments, Fees and Budgets

Section 6.01 Funding

(a) Control: Basic control over the expenses of the Corporation is provided by the membership's ability to:

(1) Elect prudent and financially responsible Directors, and

(2) Remove those Directors who act irresponsibly with the Corporation's funds, and

Section 6.03

Annual Assessments

- (e) General: Annual Assessments are paid by the Members of the Corporation for the on-going and ordinary operation of the Corporation and the maintenance of facilities, amenities and Common Areas owned or operated by the Corporation as reflected in the approved annual budget of the Corporation.
- (b) Establishment of Annual Assessments: Except as otherwise provided in this subsection of these By-Laws, the dues for all categories of membership, for all subsequent calendar years after 2022, shall be as provided for by recommendation of the Board and as ratified by a majority vote of the Memberships In Good Standing at any Annual meeting, provided the notice of said meeting includes any proposed changes in Annual Assessments. In the event the Board fails to recommend the Annual Assessments for any calendar year after 2022, or the membership fails or refuses to ratify the Annual Assessment recommendation of the Board, the Board shall use the last Annual Assessment, approved and ratified by the membership, to set the follow-on year's Annual Assessments.
- (c) 2022 Annual Assessments: Upon the adoption of these By-Laws the Annual Assessments for Members of the Corporation for the calendar year 2022 shall be as published in Article VI(B) of the Declaration.
- (d) Past Annual Assessment Prior to 2022: The disposition of all membership Annual Assessments and Fees, and any interest accrued as a result of said Annual Assessments and Fees, due and payable to the Corporation, for all calendar years prior to calendar year 2022, shall be by resolution of the Board.
- (e) Delinquent Dues: Delinquent 2016 to 2021 Annual Assessments: Any membership Annual Assessments for calendar years 2016 and 2021, that remain unpaid after August 20, 2021 shall be considered as delinquent and are immediately subject to interest and other penalties as hereinafter provided.
- (f) Annual Assessment Notice: The Board shall be responsible to send written notice of Annual Assessments to each Member, at their last known address of record thereof.
- (g) Effective and Due Dates: The effective date for any Annual Assessment is the Notice date. The Board shall set the due date for the payment of each Annual Assessment and published the due date in the respective Notice of Annual Assessment.

(h) Maximum Increase: Annual Assessment increases are limited to a twenty (20) percent increase in any one calendar year.

(i) Payment Plans for Delinquent Assessments - Unless specifically approved by the BOD, 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.

Section 6.04

Special Assessments

- (a) Defined: Special Assessments are an equal division of the costs associated with the financing of special, large, or unforeseen projects which cannot feasibly be financed through Fees and Annual Assessments, and are levied on and paid by all Post-1972 Members, regardless of Membership status.
- (b) Capital Improvements: The Board shall evaluate, develop cost estimates and develop alternative solutions and associated costs, for presentation in writing to the membership for Capital Improvement type Special Assessments. The Board shall recommend the total and assessed amounts, use, alternative of choice and terms of the Capital Assessment to the membership and Members with Memberships In Good Standing, authorized and entitled to vote shall vote to change, disapprove or approve the recommended Special Assessment at any Annual or Special Meeting of Declarant where proper notice was given and which notice includes the Capital Assessment project.
- (c) 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.

(d) Limitation: Excluding any Emergency Special Assessment, there shall not be more than one (1) Capital Improvement Assessment levied against the membership in any two-year period. If an Emergency Special Assessment is levied against the membership, no Capital Improvement Special Assessment shall be proposed or levied against the membership for the next two-year period.

(e) Process: Before any special assessment shall be levied, the Board shall:

(1) Notify all Post-1972 Members of any proposed special

assessment, said notification shall include, but not be limited to:

- i) A complete description and risk analysis of the project or emergency repair, and
- ii) A detailed budget, total estimated cost and all sources of proposed funding.

(2) Make all documents available at the Corporation offices for inspection, copying and review by any Post 1972 member.

(3) Adopt a Board resolution to proceed with the project, budget and special assessment.

(4) Submit the proposed project, budget and special assessment resolution for ratification by a two-thirds (2/3) majority vote for a Capital Improvement special assessment and by a majority vote for an emergency special assessment at any meeting of the membership.

(e) Failure to Ratify: In the event that the members fail or refuse to ratify a Capital Improvement special assessment brought before the membership meeting, the same shall not be levied, but the Board may, by following the same procedures, submit a revised Capital Improvement special assessment proposal to the membership. In the event that the members fail or refuse to ratify an emergency special assessment, the Board of Directors are authorized to make such minimal, temporary and emergency repairs as necessary to provide for the basic health, safety and security of its members.

Section 6.02

Individual Lot Assessments

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.

Section 6.06

Interest, Enforcement and Liens

(a) Agreement: By owning an interest in a Pre-1972 or Post-1972 property in Renegade Mountain, each Owner agrees to the remedies listed in this Section.

(b) Disputes: Disputes between the Corporation and any Member or Owner regarding the payment of their past or present calendar year Annual Assessments, Fees or special assessment payments shall be resolved in favor of the Member, shall the Member or Owner produce a receipt or other proof of payment to the Corporation, for the payment or Fee in question.

(c) Interest: On the failure of a Member of the Corporation to pay their Annual Assessments, Fees or special assessments, or any combination thereof, when due in accordance with the provisions of these By-Laws, the Corporation shall cause the Member to pay interest thereon in the amount of ten (10) percent per annum (simple interest), annually, or .834 percent per month, from the date of delinquency to the date their membership Annual Assessments, Fees and/or special assessments, or any combination thereof, are paid in full.

(d) Collection: In the event it becomes necessary to institute any collection action against any Member for nonpayment of membership Annual Assessments, Fees or special assessments, or any combination thereof, the Member or Owner shall pay all reasonable attorney's fees and other collection related costs of the Corporation.

(e) Liens: The Corporation retains any right to a lien to secure the payment of any unpaid membership Annual Assessments, Fees, special assessments, interest or collection fees, or any combination thereof, of the Member then due the Corporation.

(f) Foreclosure: The Corporation retains any right to foreclose on any lien to secure the payment of any unpaid membership Annual Assessments, Fees, special

assessments, interest or collection fees, or any combination thereof, of the Member then due the Corporation.

Section 6.07 Annual Budgets

(e) Formulation: Prior to the Notice of Annual Meeting sent each year, the Board will formulate, prepare, approve and publish a draft organizational budget for the following year, taking into consideration the projected revenues and expenses of the Corporation.

(b) Inspection: Copies of the annual budget will be made available for the inspection by any Member with Memberships In Good Standing, authorized and eligible to vote, at the offices of the Corporation. The proposed draft budget shall also be placed on the Corporation's website.

(c) Ratification: The budget, as adopted by the Board, shall be presented at the Annual Meeting where the Members with Memberships In Good Standing, authorized and entitled to vote, 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. The Board may submit a revised budget for approval at a later date.

(d) Balanced Budget: The estimated expenses shall not exceed the estimated revenues of the Corporation in any proposed annual budget. If, during the course of the year, the revenues received are less than the revenues budgeted, and the Corporation's total expenses are projected to be more than the adjusted total revenue projections, the Board will reduce the operating expenses of the Corporation accordingly to make every effort to avoid a deficit. To this end, the Board may review and revise any particular budget allocations within their discretion.

(e) Inclusions:

(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.

ARTICLE VII

Special Corporate Acts and Prohibitions

Section 7.01 Negotiable Instruments

All checks, drafts, notes, bills of exchange and orders for the payment of money shall, unless otherwise specifically directed by the Board, or unless otherwise required by law, be signed by such officer or officers, agent or agents, of the Corporation in such manner as shall, from time to time, be determined by resolution of the Board of Directors.

Section 7.02 Execution of Deeds, Contracts, Etc.

Subject to the specific directions of the Board, all deeds, deeds of trust, mortgages, security agreements and financing statements, made by the Corporation, and all of the written contracts and agreements to which the Corporation shall be a party, shall be executed in its name by such officer or officers, agent or agents, of the Corporation as may be determined, from time to time, by resolution of the Board and such authority may be general or confined to specific instances.

Section 7.03 Prohibition to Share in Corporate Earnings

No Director, Officer, or any employee of, or member of a committee of, or person connected with the Corporation, or any other private individual shall receive at any time any of the net earnings pecuniary profit from the operations of the Corporation, provided that this Section shall not prevent the payment to any such person or for such reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes as shall be fixed by the Board.

Section 7.04 Prohibition to Issue Shares

This Corporation shall not have or issue shares.

return, to include all schedules, not later than 15 days following the due date of same.

Section 8.05 Books and Records

The Board shall establish policies and procedures whereby it is made certain that the Officers and employees of the Corporation shall:

(a) Keep accurate and complete accounting books and financial records to include, but not limited to, all income, expenses, receipts, purchase orders, assets, liabilities, accounts receivable, accounts payable, and amortized or other debts, said records to remain on file and available for inspection for a period of seven (7) years.

(b) Keep accurate and detailed records to include, but not limited to, minutes of all membership, Board, committee and other meetings, proxies, member initiatives and actions, agendas, certificates, meeting notices, general and specific correspondence concerning the affairs of the Corporation, said records to remain on file and available for inspection for a period of seven (7) years.

(c) Maintain a current roster of Members of the Corporation to include, but not limited to, Name, Lot or Living Unit, Legal Description, Block and Lot Number, Pre or Post 1972 Lot, Type Membership, Physical Address, Legal Address, Mailing Address, Telephone Number, Email Address, Dues Status and Eligibility to Vote. At a minimum, by the last day of March, June, September and December of each year, a copy of the membership roster, then current, shall be saved and archived by electronic media and made available for inspection for a period of seven (7) years.

(d) Except for sealed records, all books and records of the Corporation, may be inspected by any Member with Memberships In Good Standing, authorized or entitled to vote in the Corporation, at the Corporate offices, for any proper purpose at any reasonable time with written notice.

Section 8.06 Indemnification

(a) General: In general, the Directors and Officers of the Corporation are indemnified from personal liability if they perform their duties in the best interests of the Corporation and its Members as a reasonable and prudent person would do under similar circumstances, and absent any willful misconduct or gross negligence.

ARTICLE VIII

Miscellaneous Provisions

Section 8.01

Precedence

Shall any Section, subsection or statement contained within the Corporation's By-Laws, as herein written, conflict with the Tennessee Nonprofit Corporation Act, or any other applicable law, the provisions as written in the Tennessee Nonprofit Corporation Act, or other applicable law shall take precedence.

Section 8.02

Severance

If any provision of these By-Laws is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. These By-Laws will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of these By-Laws, and the remaining provisions of these By-Laws will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from these By-Laws. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of these By-Laws, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 8.03

Fiscal Year

The fiscal year of the Corporation shall be the calendar year.

Section 8.04

Financial Statements

(a) 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. The 4th Quarter Income and Loss statement shall be cumulative, thereby, effectively reporting all annual Corporation income and expenses for the calendar year.

(b) IRS Reporting: The Board shall prepare and publish an annual tax

(b) **Specifics:** The specifics of indemnifying Directors and Officers of the Corporation are outlined in the Tennessee Nonprofit Corporation Act Section 48-58-501 through Section 48-58-601 as annotated.

(c) **Insurance:** The Board shall, collectively, at their earliest convenience, purchase, at the expense of the Corporation, a Nonprofit Board of Directors indemnification policy against liability for errors and omissions, same to remain in force, except as changed or modified, as long as the Board remains an entity of the Corporation.

Section 8.07 Amendments

The Board, by a two-thirds (2/3) vote, may adopt a resolution to recommend one (1) or more proposed changes to the By-Laws of the Corporation. The Board resolution on the proposed amendment or amendments shall be brought before any meeting of the membership, for which required Notice contained the proposed changes, where a two-thirds (2/3) majority of the Members with Memberships In Good Standing, then entitled and authorized to vote, shall be required to adopt the resolution. If adopted, and unless an effective date or implementation instructions were otherwise provided in the resolution, the amendment of the By-Laws shall become effective upon the Secretary announcing the vote for said resolution. All Amendments of the By-Laws shall be recorded in the Registers Office of Cumberland County, TN within 14 days of the Amendment's effective date.

END OF DOCUMENT

BK/PG: 1630/1634-1608

21018119



75 PGS:AL-RESTRICTIONS

BATCH: 163861

12/08/2021 - 10:10 AM

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	375.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	377.00

STATE OF TENNESSEE, CUMBERLAND COUNTY
JUDY GRAHAM SWALLOWS
REGISTER OF DEEDS