

STATE OF TENNESSEE, CUMBERLAND COUNTY

**TREY KERLEY**  
REGISTER OF DEEDS

Prepared By:  
Renegade Mountain Community Club, Inc.  
P.O. Box 81  
Crab Orchard, TN 37723

BK/PG: 1684/2494-2498  
INST: 23013672  
BATCH: 191380  
5 PGS:AL-REST  
11/20/2023 - 10:58 AM

VALUE: 0.00  
MORTGAGE TAX: 0.00  
TRANSFER TAX: 0.00  
RECORDING FEE: 25.00  
DP FEE: 2.00  
REGISTER'S FEE: 0.00  
TOTAL AMOUNT: 27.00

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

This First Amendment (hereinafter Amendment) to the **Restated And Amended Declaration Of Covenants, Conditions, Restrictions And Easements For Renegade Mountain** (hereafter Declaration) is made this 18th day of November, 2023 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 P.O. Box 81, Crab Orchard, TN 37723.

WHEREAS, at a meeting held on the 18th day of November, 2023 called for purposes specifically including the consideration of this Amendment, a majority of the votes cast approved adoption of the same.

NOW THEREFORE, the above being true, correct and incorporated herein, Declarant desires to amend the Declaration (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 Declaration as amended, as follows:

**Change 1** – Recitals, on numbered Page 3 of said Restrictions, after the third paragraph beginning with “WHEREAS” and the fourth paragraph beginning with “NOW THEREFORE”, insert the following new paragraph in its entirety:

“WHEREAS at an Annual Meeting of the Renegade Mountain Community Club, Inc, held on November 18, 2023, a majority of the Member’s with Memberships In Good Standing, authorized and eligible to vote, did approve, affirm and ratify those previous actions taken by the Renegade Mountain Community Club, Inc.’s Board of Directors to dissolve the Renegade Mountain Community Club, Inc (EIN: 59-2344853) and supplant the former organization with the Renegade Mountain Community Club, Inc. (EIN:45-3616272), to include the transfer of all assets.”

**Change 2** – Recitals, on numbered Page 4 of said Restrictions, last paragraph beginning with “Declarant” is deleted and supplanted in its entirety with the following new paragraph:

“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 or Supplemental Declarations, or the Court Order, 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.”

**Change 3 – Article I, on numbered Page 6 of said Restrictions, subparagraph “U” is deleted and supplanted in its entirety with the following new paragraph:**

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

**Change 4 - Article II, on numbered Page 11 of said Restrictions, subparagraph “C” “3” is deleted and supplanted in its entirety with the following new paragraph:**

“3. Unplating 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 recommendation of Declarant and approval by a majority vote of the Memberships In Good Standing, by Members authorized and entitled to vote, at any Annual or Special called meeting of the RMCC Membership for which notice of such unplating action is given.”

**Change 5 - Article VI, on numbered Page 21 of said Restrictions, subparagraph “E” “2” is deleted and supplanted in its entirety with the following new paragraph:**

“2. Creation of Lien. The Assessment shall also be a continuing lien on the Lot and Living Unit against which the Assessment is made, and relates back to and having priority as of the recording 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.

**Change 6 - Article VI, on numbered Page 22 of said Restrictions, subparagraph “I” is deleted and supplanted in its entirety with the following new paragraph:**

“I. Effective Date of Assessments - the levy of the Annual Assessment and any Special Assessment is deemed to be made the date approved by a majority vote of the RMCC Memberships authorized and eligible to vote at any meeting called for same. Individual Lot Assessments are deemed to be made on the date assessed in writing.

**Change 7 - Article IX, on numbered Page 25 of said Restrictions, subparagraph “F” is deleted and supplanted in its entirety with the following new paragraph:**

“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. Unless connected to a central sewer 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.”

**Change 8** – Article II, on numbered Page 12 of said Restrictions, add the following new subparagraph in its entirety after paragraph II,C,5,(b) and before paragraph II,D:

“6. Changing Use to Commercial. The use of a Lot may be changed to commercial only upon express, written approval from Declarant by 2/3 vote of the Members holding Memberships in Good Standing eligible and approved to vote on the matter at any Annual or Special meeting of the membership, which meeting notice shall include the use change as a purpose of the meeting. In order to change the permitted use of a lot to commercial, the Owner must:

- (a) Make application to the Declarant upon forms supplied by Declarant; and
- (b) Supply to Declarant all documents required; and
- (c) Pay applicable fees to Declarant; and
- (d) Obtain applicable planning commission approval if same is required; and

(e) If approved by Declarant, record, at applicant's expense, necessary documents with the Register of Deeds Office.”

**Change 9** – Article X, on numbered Page 26 of said Restrictions, subparagraph “A”, “2” is deleted and supplanted in its entirety with the following new paragraph:

“2. Commercial uses that are incidental to the Residential use of Lots or Living Units. Signage promoting or identifying incidental commercial uses of any lot or living unit is prohibited. Except as provided in Article II, subparagraph 6C, 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.”

**Change 10** – Article XI, on numbered Page 31 of said Restrictions, subparagraph “C”, “2” is deleted and supplanted in its entirety with the following new paragraph:

“2. Commercial Building – Except as provided for in Article II, subparagraph 2C, 6 of these Restrictions, no building may be erected, placed, or permitted to remain on any Lot for business or commercial purposes. “

**Change 11** – Appendix A on numbered Page 38 of said Restrictions, last paragraph beginning with “Block 9” is deleted and supplanted in its entirety with the following new paragraph:

“**BLOCK 9:** Lots 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327, 329 - 343, 347 - 365, 368 - 393, 394 - 412, 781 - 787, and 900 – 908, 911, 912 as filed in Plat Book 3, Pages 51 and 52.”

**Change 12** – Appendix A on numbered Page 40 of said Restrictions, paragraph titled “Woodbridge Condominiums Phase II”, “Woodbridge” is deleted and replaced with “Woodridge”.

**Change 13** – Appendix A on numbered Page 40 of said Restrictions, paragraph titled “Woodbridge Condominiums Phase III”, “Woodbridge” is deleted and replaced with “Woodridge”.

**Change 14** - Article VII, on numbered Page 23 of said Restrictions, add the following new subparagraph in its entirety after the last subparagraph in Article VIIB (beginning with "Declarant shall not be responsible..."):

"Under terms suitable to the Board of Directors by majority vote, the Declarant may charge fees to the owners of property (including but not limited to Eagles Nest development) located outside the property making up Renegade Mountain (Exhibit A) which owners (including their family, guests, agents and tenants) gain access to their property over the roads and bridge and through the security, if any, for which Declarant is responsible. Said fees are to be a reasonable contribution toward the cost, maintenance, repair and replacement of said roads, bridge and security, if any. Nothing stated herein shall be construed to require Declarant to provide security."

This First Amendment to the **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 Moore  
 John Moore, President

State of Tennessee                    )  
                                                    )  
 County of CUMBERLAND            )

Personally appeared before me, the undersigned Notary Public in and for said County and State, John 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 bargainer, 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 20 day of November, 2023.

Jorey LaMontagne  
 Notary Public  
 My Commission Expires: 08-11-2026

## Certificate of Vote

On November 18, 2023 at the RMCC Annual Meeting, and in accordance with Article III of the RMCC 2021 By-Laws then in effect, the membership held a vote to amend the **RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RENEGADE MOUNTAIN**, whereby a majority vote of the RMCC Memberships in Good Standing, authorized and entitled to vote, did cast an affirmative vote to adopt Resolution 23-179, a copy of said Amendment being attached to the minutes of the 2023 Annual Meeting minutes at Attachment 4 to Enclosure 1 (Agenda).

Following the call of the roll by the Secretary, of Members with Memberships in Good Standing, all votes were tabulated by Heather St. Clair and verified by Melody Depew, Secretary. The following results are certified as the true and accurate results of the November 18, 2023 vote on Resolution 23-179:

A total of 119 votes were cast in person or by proxy:

- 119 Votes in the Affirmative
- 0 Votes in the Negative
- 0 Votes in Abstention

Pursuant to Article III of the Renegade Mountain Community Club By-Laws, then in effect, I, Melody Depew, Secretary of the Renegade Mountain Community Club, Inc., do certify that Resolution 23-179, First Amendment to the **RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RENEGADE MOUNTAIN** was properly adopted by the Renegade Mountain Community Club, Inc., effective November 18, 2023.

Melody Depew  
Melody Depew, Secretary

11/18/2023  
Date