

IN RE:

DOCKET NO. 12-00077

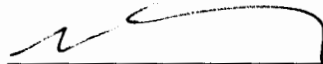
SHIVA K. BOZARTH, BPR #022685
Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37242
(615) 770-6856

CERTIFICATE OF SERVICE

The undersigned hereby certifies that I have served a copy of the foregoing document on the following person by U.S. Mail:

Benjamin A. Gastel, Esq.
Branstetter, Stranch & Jennings, PLLC
227 Second Avenue North, 4th Floor
Nashville, TN 37201

On this the 25th day of March, 2015.



SHIVA K. BOZARTH, BPR #022685
Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37242
(615) 770-6856

Exhibit

1

Shiva Bozarth

From: Everett Bolin [ebolin.coud@frontiernet.net]
Sent: Wednesday, May 23, 2012 7:26 AM
To: Shiva Bozarth
Subject: Renegade
Attachments: Renegade.jpg; Renegade_Aerial.jpg

Shiva,

Following is my contact information. I will be available anytime to assist in any way I can. My cell number is a 24/7 number and is the best way to reach me.

I am also attaching a couple of maps of their system to give you an idea of the area served. If I can do any leg work in the area to save you time, just let me know.

If you are not already aware, their attorney, Don Scholes, is probably the most knowledgeable person in the state on Public Utilities and the TCA's we operate under.

His boss, Cecil Brandstetter ,(may have spelled that wrong) is the person who drafted the Utilities Act of 1937.

Thanks,

Everett L. Bolin, Jr.
General Manager
Crab Orchard Utility District
Office: (931) 484-6987
Cell: (931) 265-4491
Email: ebolin.coud@frontiernet.net

Shiva Bozarth

From: Everett Bolin [ebolin.coud@frontiernet.net]
Sent: Monday, July 16, 2012 8:50 AM
To: Shiva Bozarth
Subject: Laurel Ridge

Shiva,

You did a great job presenting your case there Thursday.

Laurel Ridge hasn't made a payment on their water since December. I know they were wanting me to cut them off. They owe about \$18,000.00.

Since they can't cut most of them off, do you think I should start trying to collect from them now. What do you think would be most beneficial to your case?

Thanks, Everett

Shiva Bozarth

From: Everett Bolin [ebolin.coud@frontiernet.net]
Sent: Wednesday, August 22, 2012 9:38 AM
To: Shiva Bozarth
Subject: Laurel Hills

Shiva,

I left you a message to call, but I thought you might see this first. I received a call from TDEC about the attorney letter. It is stragety

Shiva Bozarth

From: Everett Bolin [ebolin.coud@frontiernet.net]
Sent: Wednesday, August 22, 2012 9:43 AM
To: Shiva Bozarth
Subject: FW: Laurel Hills

Shiva,

Sorry, I was on the phone and sent that other message by mistake.

I left you a message to call, but I thought you might see this first. I received a call from TDEC about the attorney letter. It is just a way to cover myself and put pressure on them to pay current bills and make arrangements to catch up on their arrears. Please call me at 931-265-4491.

Thanks, Everett

Shiva Bozarth

From: Everett Bolin [ebolin.coud@frontiernet.net]
Sent: Wednesday, September 26, 2012 3:50 PM
To: zooskeeper@frontiernet.net
Cc: Shiva Bozarth
Subject: RE: Updated Water Map
Attachments: Renegade.jpg

John,
Mc hasn't updated the map with the GPS locations he shot yet. I'm sending the latest we have updated. I will forward the other when he gets it completed.

Everett

From: zooskeeper@frontiernet.net [mailto:zooskeeper@frontiernet.net]
Sent: Wednesday, September 26, 2012 2:09 PM
To: Everett Bolin
Cc: Shiva Bozarth
Subject: Updated Water Map

Everett, The TRA, Shiva Bozarth (cc) requested a water map of Renegade. Could you please email the latest greatest map to both of us? I'm not sure if the GPS locations of the valves and meters we spotted ever got posted?

Thanks,

John Moore

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2012.0.2221 / Virus Database: 2441/5293 - Release Date: 09/26/12

Shiva Bozarth

From: yorkbilbrey@aol.com
Sent: Thursday, December 13, 2012 10:46 AM
To: beng@branstetterlaw.com; Sherwin Smith; Alan Schwendimann; Shiva Bozarth;
mdavis@kizer-black.com; John.Baroni@ag.tn.gov
Cc: ebolin.coud@frontiernet.net; gernt@hotmail.com; cshadwell@bsbplaw.com; rturnerc21@aol.com
Subject: Laurel Hills POA

This will confirm that Crab Orchard Utility District has attempted to work with Laurel Hills Condominium Property Owners Association, but Laurel Hills Condominium Property Owners Association has failed to pay in excess of twenty-four thousand dollars (\$24,000.00) in water bills. Each month Laurel Hills Condominium Property Owners Association is receiving water without paying for it, which is unfair to the other customers of Crab Orchard Utility District. Pursuant to T.C.A. §68-221-711, and in particular Section 9, Crab Orchard Utility District will cease supplying water to anyone on what is known as Renegade Mountain after Thursday, February 21, 2013. At 8:00 a.m. CST on that date, water will be shut off. Past due bills and a contract must be executed prior to any further delivery of water.
Sincerely,

S. Roger York
Attorney at Law

SRY/tb
York & Bilbrey
456 North Main Street
Crossville, Tennessee 38555
931-484-2929
931-456-1078 (fax)
yorkbilbrey@aol.com

Shiva Bozarth

From: Everett Bolin [ebolin.coud@frontiernet.net]
Sent: Thursday, December 13, 2012 1:35 PM
To: Shiva Bozarth
Subject: Laurel Hills

Shiva, I gave your card away and don't have your direct number. Please call me when you get a chance. (931) 265-4491)

Thanks,

Everett

Shiva Bozarth

From: Shiva Bozarth
Sent: Thursday, December 13, 2012 2:59 PM
To: 'George Harrison'
Subject: RE: Laurel Hills POA

Thank you.

From: George Harrison [<mailto:gernt@hotmail.com>]
Sent: Thursday, December 13, 2012 2:58 PM
To: Shiva Bozarth
Subject: RE: Laurel Hills POA

5:00PM. The front doors will be open. The meeting is in the back conference room. There is a clipboard to sign so that we can list all people present in the minutes.

From: Shiva.Bozarth@tn.gov
To: gernt@hotmail.com
Subject: RE: Laurel Hills POA
Date: Thu, 13 Dec 2012 20:37:45 +0000

Thank you. What time?

From: George Harrison [<mailto:gernt@hotmail.com>]
Sent: Thursday, December 13, 2012 2:13 PM
To: Shiva Bozarth
Subject: RE: Laurel Hills POA

We just had one on Tuesday the 11th. It's the 2nd Tuesday of the month, so the next is January 8th.

George Harrison

From: Shiva.Bozarth@tn.gov
To: yorkbilbrey@aol.com; beng@branstetterlaw.com; Sherwin.Smith@tn.gov; Alan.Schwendimann@tn.gov; mdavis@kizer-black.com; John.Baroni@ag.tn.gov
CC: ebolin.coud@frontiernet.net; gernt@hotmail.com; cshadwell@bsbplaw.com; rturnerc21@aol.com
Subject: RE: Laurel Hills POA
Date: Thu, 13 Dec 2012 17:22:09 +0000

Mr. York,

Could you please tell me when is the next meeting of the Crab Utility, Directors?

Sincerely,

Shiva K. Bozarth

From: yorkbilbrey@aol.com [<mailto:yorkbilbrey@aol.com>]

Sent: Thursday, December 13, 2012 10:46 AM

To: beng@branstetterlaw.com; Sherwin Smith; Alan Schwendimann; Shiva Bozarth; mdavis@kizer-black.com; John.Baroni@ag.tn.gov

Cc: ebolin.coud@frontiernet.net; gernt@hotmail.com; cshadwell@bsbplaw.com; rturnerc21@aol.com

Subject: Laurel Hills POA

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Sincerely,

S. Roger York
Attorney at Law

SRY/tb
York & Bilbrey
456 North Main Street
Crossville, Tennessee 38555
931-484-2929
931-456-1078 (fax)
yorkbilbrey@aol.com

Shiva Bozarth

From: Shiva Bozarth
Sent: Wednesday, January 02, 2013 4:15 PM
To: 'yorkbilbrey@aol.com'
Subject: RE: Laurel Hills POA

Mr. York,

Has Laurel Hills made any payments since your last letter? If so have they made sufficient payments and entered the necessary agreements to allow Crab Orchard to continue to provide water service?

Sincerely,

Shiva K. Bozarth

From: yorkbilbrey@aol.com [<mailto:yorkbilbrey@aol.com>]
Sent: Thursday, December 13, 2012 4:16 PM
To: Shiva Bozarth
Cc: ebolin.coud@frontiernet.net; rturnerc21@aol.com; cshadwell@bsbplaw.com; gernt@hotmail.com
Subject: Re: Laurel Hills POA

The next Board meeting is Tuesday, January 8, 2013 at 5:00 p.m. CST.

York & Bilbrey
456 North Main Street
Crossville, Tennessee 38555
931-484-2929
931-456-1078 (fax)
yorkbilbrey@aol.com

-----Original Message-----

From: Shiva Bozarth <Shiva.Bozarth@tn.gov>
To: 'yorkbilbrey@aol.com' <yorkbilbrey@aol.com>; beng <beng@branstetterlaw.com>; Sherwin Smith <Sherwin.Smith@tn.gov>; Alan Schwendimann <Alan.Schwendimann@tn.gov>; mdavis <mdavis@kizer-black.com>; John Baroni <John.Baroni@ag.tn.gov>
Cc: ebolin.coud <ebolin.coud@frontiernet.net>; gernt <gernt@hotmail.com>; cshadwell <cshadwell@bsbplaw.com>; rturnerc21 <rturnerc21@aol.com>
Sent: Thu, Dec 13, 2012 11:22 am
Subject: RE: Laurel Hills POA

Mr. York,

Could you please tell me when is the next meeting of the Crab Utility, Directors?

Sincerely,

Shiva K. Bozarth

From: yorkbilbrey@aol.com [<mailto:yorkbilbrey@aol.com>]
Sent: Thursday, December 13, 2012 10:46 AM
To: beng@branstetterlaw.com; Sherwin Smith; Alan Schwendimann; Shiva Bozarth; mdavis@kizer-black.com; John Baroni <John.Baroni@ag.tn.gov>
Cc: ebolin.coud@frontiernet.net; gernt@hotmail.com; cshadwell@bsbplaw.com; rturnerc21@aol.com
Subject: Laurel Hills POA

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thousand dollars (\$24,000.00) in water bills. Each month Laurel Hills Condominium Property Owners Association is receiving water without paying for it, which is unfair to the other customers of Crab Orchard Utility District. Pursuant to T.C.A. §68-221-711, and in particular Section 9, Crab Orchard Utility District will cease supplying water to anyone on what is known as Renegade Mountain after Thursday, February 21, 2013. At 8:00 a.m. CST on that date, water will be shut off. Past due bills and a contract must be executed prior to any further delivery of water.
Sincerely,

S. Roger York
Attorney at Law

SRY/tb
York & Bilbrey
456 North Main Street
Crossville, Tennessee 38555
931-484-2929
931-456-1078 (fax)
yorkbilbrey@aol.com

S. Roger York
Susan H. Billrey



Phone 931 - 454 - 2929
Fax 931 - 456 - 1078

York & Billrey
Attorneys at Law
456 North Main Street
Crossville, Tennessee 38555

January 11, 2013

Honorable Shiva Bozarth
Tennessee Regulatory Authority
460 James R. Parkway
Nashville, Tennessee 37243

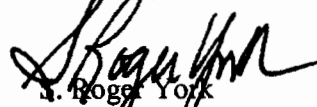
Re: Laurel Hills Condominium Property Owners Association; JL Welcher Company, LLC; Old South Renegade, LLC; Renegade Mountain Water Systems, LLC; and Joseph L. Welcher, individually

Dear Mr. Bozarth:

As per your request, I notified my clients at their Board meeting of January 8, 2013 that you would like to know whether they would be interested in taking over the line and water rights to Renegade Resort. After discussion, my clients instructed me to notify you that they would be glad to accept the waterline and distribution of water rights to the citizens of Renegade, upon the following condition: 1) That in no way could the acceptance of this cost any of the citizens of the district who receive Crab Orchard water any money; 2) If COUD were to accept the waterline and agree to furnish water to Renegade, someone would have to bring the system up to the standards of the rest of COUD water system; 3) That any lost water would have to be paid for; 4) That all engineering, the laying of lines, and the cleaning of the water tower would have to meet the standards that COUD has set forth to all others communities or subdivisions.

If the State of Tennessee or anyone else is willing to bring the line and the water tower up to standards, COUD would see if it meets their standards, and would be glad to discuss taking over the line at that point in time. If I can answer any further questions, please let me know.

Sincerely,


S. Roger York
Attorney at Law

SRY/tb

C: Crab Orchard Utility District

Shiva Bozarth

From: yorkbilbrey@aol.com
Sent: Wednesday, February 06, 2013 11:28 AM
To: John.Baroni@ag.tn.gov; mdavis@kbattorneystn.com; beng@branstetterlaw.com; Shiva Bozarth
Subject: Crab Orchard Utility District

I have polled the Board and they are agreeable that Mr. Bolin and I will appear at the Hearing on February 13 at 1:00 p.m. I appreciate the list of documents that have been filed, but not being from Nashville, and not being a part of this case, I do not have copies of same. If anyone has copies and can email me these documents, I would appreciate it.

If you have any questions, feel free to call me.

Sincerely,
S. Roger York
SRY/tb
York & Bilbrey
456 North Main Street
Crossville, Tennessee 38555
931-484-2929
931-456-1078 (fax)
yorkbilbrey@aol.com

Shiva Bozarth

From: Shiva Bozarth
Sent: Monday, February 11, 2013 8:47 AM
To: 'yorkbilbrey@aol.com'
Subject: Crab Orchard Utility District

Roger,

I anticipate that I will be joining you all for the meeting tomorrow night.

Shiva K. Bozarth
Legal Counsel
Tennessee Regulatory Authority
(615) 741-2904 [ext. 132]

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Thursday, February 14, 2013 12:18 PM
Subject: Thank You

All, I will officially thank you later, but, regardless of the outcome, I personally wanted to thank you for your herculean efforts yesterday...they truly were impressive.

Thanks Again,

John

Shiva Bozarth

From: yorkbilbrey@aol.com
Sent: Wednesday, February 20, 2013 9:31 AM
To: Shiva Bozarth; beng@branstetterlaw.com; charlena.aumiller@ag.tn.gov; mdavis@kbattorneystn.com
Cc: ebolin.coud@frontiernet.net; gernt@hotmail.com; cshadwell@bsbplaw.com; rturnerc21@aol.com
Subject: RE: Laurel Hills POA

Ladies and Gentlemen:

Mr. Everett Bolin, General Manager of Crab Orchard Utility District, has notified me that the credit card company has notified Crab Orchard Utility District that they have received notice to pay \$ \$27,726.78 on the account. Therefore, we will not be disconnecting the water on the 21st. If by chance the payment is withdrawn by the credit card company, we will immediately turn the water off.

Please take note that henceforth and forever more, Crab Orchard Utility District will not extend credit to Laurel Hills and their affiliates. They will be required to pay as all water customers are, and will be subject to disconnection if they are late as per the policies of the District. If any of you wish to question the policies of the District, you are welcome to call Mr. Bolin at 931-484-6987. He will be glad to forward any of you a copy of the said policy.

If you have any questions, please feel free to call me.

Sincerely,
S. Roger York
Attorney at Law
York & Bilbrey
456 North Main Street
Crossville, Tennessee 38555
931-484-2929
931-456-1078 (fax)
yorkbilbrey@aol.com

Shiva Bozarth

From: yorkbilbrey@aol.com
Sent: Thursday, May 16, 2013 1:49 PM
To: beng@branstetterlaw.com
Cc: ebolin.coud@frontiernet.net; Shiva Bozarth; cshadwell@bsbplaw.com; rturnerc21@aol.com; gernt@hotmail.com
Subject: COUD/Laurel Hills POA
Attachments: SCAN0897_000.pdf

Please see attached.
York & Bilbrey
456 North Main Street
Crossville, Tennessee 38555
931-484-2929
931-456-1078 (fax)
yorkbilbrey@aol.com



York & Billbrey
Attorneys at Law

456 North Main Street, Crossville, Tennessee 38555

May 16, 2013

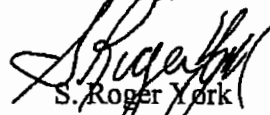
Honorable Ben Gastel
227 Second Avenue North, 4th Floor
Nashville, Tennessee 37201-1631

Re: Crab Orchard Utility District - Laurel Hill POA

Dear Mr. Gastel:

The Board of Directors, and the General Manager, reviewed your letter at the most recent Board meeting that was held on May 14. After much discussion, the Board requested that I send you a letter stating that at this time they are not interested in purchasing the waterlines and/or tank from Laurel Hills POA or Renegade Resort. It is their opinion that without any idea of the depth, type of pipe, and other considerations that must be made in purchasing a pipeline, that it would not be in the best interest of the citizens that are serviced by the District to incur a debt with very little pay back. If you have anything further, please feel free to call me.

Sincerely,


S. Roger York
Attorney at Law

SRY/tb

Enclosure

C: Crab Orchard Utility District

S. Roger York • Susan W. Billbrey

Phone 931-484-2929 • Fax 931-456-1078 • E-mail: yorkbilbrey@aol.com

Shiva Bozarth

From: Shiva Bozarth
Sent: Thursday, May 16, 2013 2:04 PM
To: 'yorkbilbrey@aol.com'
Subject: RE: COUD/Laurel Hills POA

Roger,

Would it be possible to get a copy of the letter that Laurel Hills sent to Crab Orchard.

Shiva

From: yorkbilbrey@aol.com [<mailto:yorkbilbrey@aol.com>]
Sent: Thursday, May 16, 2013 1:49 PM
To: beng@branstetterlaw.com
Cc: ebolin.coud@frontiernet.net; Shiva Bozarth; cshadwell@bsbplaw.com; rturnerc21@aol.com; gernt@hotmail.com
Subject: COUD/Laurel Hills POA

Please see attached.
York & Bilbrey
456 North Main Street
Crossville, Tennessee 38555
931-484-2929
931-456-1078 (fax)
yorkbilbrey@aol.com

Shiva Bozarth

From: Everett Bolin [ebolin.coud@frontiernet.net]
Sent: Wednesday, June 26, 2013 3:45 PM
To: Shiva Bozarth
Subject: Laurel Hills

Shiva,

Could you please update me on the latest ruling by the Authority and where you think this is going?

Thanks
Everett
Crab Orchard Utility

Shiva Bozarth

From: Everett Bolin [ebolin.coud@frontiernet.net]
Sent: Thursday, June 27, 2013 7:10 AM
To: Shiva Bozarth
Subject: RE: Laurel Hills

My number is : 931-265-4491

Thanks,

Everett

From: Shiva Bozarth [mailto:Shiva.K.Bozarth@tn.gov]
Sent: Wednesday, June 26, 2013 3:56 PM
To: 'Everett Bolin'
Subject: RE: Laurel Hills

Everett,

What is your phone number.

Shiva

From: Everett Bolin [mailto:ebolin.coud@frontiernet.net]
Sent: Wednesday, June 26, 2013 3:45 PM
To: Shiva Bozarth
Subject: Laurel Hills

Shiva,

Could you please update me on the latest ruling by the Authority and where you think this is going?

Thanks
Everett
Crab Orchard Utility

Exhibit

2

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Tuesday, June 12, 2012 12:59 PM
To: vance.broemel@ag.tn.gov; Shiva Bozarth
Cc: Melanie E. Davis
Subject: Laurel Hills Water Termination

Counselors:

First, let me thank you for intervention thus far. Second, Matthew Guettler (Laurel Hills Director) and a plumbing crew of 6-8 workers are here now on the mountain marking water lines and installing shut off valves near each residence. To my knowledge, no ones water has been terminated or cutoff yet. If they hold true to past shut downs, they will start terminating service on a Friday afternoon, possibly this Friday.

I just need to know: 1) how to proceed, 2) what to say to the concerned individuals that are calling, and 3) in the next day or so whether the TRA is still prepared to seek an injunction on our behalf to keep everyone's water turned on or whether we need to be preparing for such an action.

You may contact me at 931-200-2411 or 931-484-2354, or our attorney, melanie Davis at 865-980-1625.

Please know that your efforts are absolutely essential and very much appreciated.

John Moore
President, RMCC

Shiva Bozarth

From: Shiva Bozarth
Sent: Tuesday, June 12, 2012 3:28 PM
To: 'zooskeeper@frontiernet.net'; vance.broemel@ag.tn.gov
Cc: Melanie E. Davis
Subject: RE: Laurel Hills Water Termination

Mr. Moore,

I have spoken with Ms. Davis and will continue to keep her apprised of the status of the TRA's decisions.

Sincerely,

Shiva Bozarth

From: zooskeeper@frontiernet.net [<mailto:zooskeeper@frontiernet.net>]
Sent: Tuesday, June 12, 2012 12:59 PM
To: vance.broemel@ag.tn.gov; Shiva Bozarth
Cc: Melanie E. Davis
Subject: Laurel Hills Water Termination

Counselors:

First, let me thank you for intervention thus far. Second, Matthew Guettler (Laurel Hills Director) and a plumbing crew of 6-8 workers are here now on the mountain marking water lines and installing shut off valves near each residence. To my knowledge, no ones water has been terminated or cutoff yet. If they hold true to past shut downs, they will start terminating service on a Friday afternoon, possibly this Friday.

I just need to know: 1) how to proceed, 2) what to say to the concerned individuals that are calling, and 3) in the next day or so whether the TRA is still prepared to seek an injunction on our behalf to keep everyone's water turned on or whether we need to be preparing for such an action.

You may contact me at 931-200-2411 or 931-484-2354, or our attorney, melanie Davis at 865-980-1625.

Please know that your efforts are absolutely essential and very much appreciated.

John Moore
President, RMCC

Shiva Bozarth

From: Shiva Bozarth
Sent: Tuesday, June 26, 2012 11:03 AM
To: 'zooskeeper@frontiernet.net'; Melanie E. Davis
Cc: Tabatha Blackwell
Subject: Water Bill

Mr. Moore and Ms. Davis,

Would it be possible to get a copy of a water bill that was sent by Laurel Hills? A scanned or faxed copy would be fine. I would like to get it today if possible. My fax # is 615-741-9944.

Thank you,

Shiva Bozarth

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Tuesday, June 26, 2012 1:26 PM
To: Shiva Bozarth
Cc: Melanie E. Davis
Subject: Re: Water Bill
Attachments: Water Bills_0004.jpg; Water Bills_0003.jpg; Water Bills_0001.jpg; Water Bills_0002.jpg

As Requested, water bills from November 2011 with notices. Contact Ms. Davis or myself for anything else you may need.

Thanks,

John Moore

From: Shiva Bozarth <Shiva.Bozarth@tn.gov>
To: "zooskeeper@frontiernet.net" <zooskeeper@frontiernet.net>; Melanie E. Davis <mdavis@kbattorneystn.com>
Cc: Tabatha Blackwell <Tabatha.Blackwell@tn.gov>
Sent: Tuesday, June 26, 2012 11:03 AM
Subject: Water Bill

Mr. Moore and Ms. Davis,

Would it be possible to get a copy of a water bill that was sent by Laurel Hills? A scanned or faxed copy would be fine. I would like to get it today if possible. My fax # is 615-741-9944.

Thank you,

Shiva Bozarth

**LAUREL HILLS CONDOMINIUMS
PROPERTY OWNERS ASSOCIATION
P.O. BOX 288
CRAB ORCHARD, TN 37723**

MEMORANDUM

DATE: December 30, 2011

TO: Water Customers of Laurel Hills Condominiums Property Owners Association

VIA: Mailed with Monthly Water Bills and Posted On-Site

RE: Water Service Suspension

In June 2011, the Board of Directors of the Laurel Hills Condominiums Property Owners Association approved a monthly water rate of \$86.40. This water rate may be viewed by some as an increase from the subsidized rate the previous system owner was charging. However, in setting its rates, the Association is required to take into account its operating expenses and the costs associated with water system improvements being mandated by the Tennessee Department of Environment and Conservation.

The vast majority of the Association's water system customers have refused to pay their monthly bills for water service. As a result the Association is now unable to meet its operating expenses, including paying its water supplier, Crab Orchard Utility District. When the water system was installed, the prior owner of the water system did not install water meters to measure water service by connection and installed no mechanism which would permit the water system to discontinue the water service to individual customer connections for nonpayment of monthly water bills.

In an emergency meeting of the Association's Board of Directors on December 22, 2011, the Board concluded that it had no alternative except to suspend water service to all customers for the nonpayment of the Association's water bills by its water customers. **Please be advised that water service will be discontinued on January 31, 2011, unless Crab Orchard Utility District elects to terminate water service to the Association sooner for nonpayment.**

The Association's Board urges the Association's water customers to pay their outstanding accounts in full to avoid this water service suspension.

**POSTED AT: GUARD SHACK AND RENEGADE TIME SHARES LOCATED AT 17
MOUNT LAUREL, CRAB ORCHARD, TN 37723.**


Laurel Hills Condominiums POA

P.O. Box 25

Crossville, TN 38557

Statement

DATE
11/1/2011

TO:


		AMOUNT DUE	AMOUNT ENC.
		\$302.40	
DATE	TRANSACTION	AMOUNT	BALANCE
04/30/2011	Balance forward		0.00
05/01/2011	INV #2030.	125.00	125.00
07/01/2011	INV #2079.	172.80	297.80
07/15/2011	PMT #9011823138.	-211.40	86.40
08/01/2011	INV #2124.	86.40	172.80
08/26/2011	PMT #9012365319.	-43.20	129.60
09/01/2011	INV #2168.	86.40	216.00
09/22/2011	PMT #9012870648.	-43.20	172.80
10/01/2011	INV #2234.	86.40	259.20
10/21/2011	PMT #9013357643.	-43.20	216.00
11/01/2011	INV #2282.	86.40	302.40

**LAUREL HILLS CONDOMINIUMS
PROPERTY OWNERS ASSOCIATION**

**P.O. BOX 288
CRAB ORCHARD, TN 37723**

OCTOBER 31, 2011

**OUR MONTHLY RATE OF \$86.40 HAS BEEN CONFIRMED BY A CPA FIRM WHO
WORKS FOR OTHER TENNESSEE WATER UTILITIES.**

**PLEASE, IF YOU ASKED FOR A HARDSHIP ALLOWANCE WHILE WE WAITED
FOR THIS INFORMATION YOU MUST "CATCH-UP" YOUR PAYMENTS BY
NOVEMBER 30, 2011.**

**THIS POA OWNED WATER DISTRIBUTION DEPENDS ON NEIGHBORS WORKING
RESPONSIBLY TO CONSERVE WATER AND PAY YOUR BILLS.**

**IT'S THE AVAILABILITY OF WATER WE PRESERVE UNTIL WE HAVE MORE
SUBSCRIBERS.**

THANK YOU.


laurelhillscondoass@gmail.com

Laurel Hills Condominiums POA

P.O. Box 25
Crossville, TN 38557

Invoice

Date	Invoice #
11/1/2011	2282

Bill To


Due Date
11/15/2011

Description	Qty	Rate	Amount
Monthly Water Fee		86.40	86.40
Total			\$86.40

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Monday, July 09, 2012 12:21 PM
To: Shiva Bozarth
Subject: Laurel Hills Latest Letter
Attachments: Laurel Hills Water Agreement.pdf

Shiva, Received attachment with monthly billing for water service last week. As of 1200 today, water remains on although the water engineer has said it will be turned off. Hope to have about 20 people at the Cookeville hearing on Thursday.

John Moore
President RMCC

CUSTOMER CONTRACT – WATER SERVICE

LAUREL HILLS CONDOMINIUM ASSOCIATION, POA

P.O. Box 25

Crossville, TN 38555

THIS AGREEMENT, entered into by and between LAUREL HILLS CONDOMINIUM ASSOCIATION, POA of Cumberland County, Tennessee, a POA established and existing under the laws of the State of Tennessee, hereinafter referred to as the "POA", and the applicant hereinafter referred to as the "CUSTOMER". It is the policy of the POA to require that the applicant seeking service be the responsible party residing at the service address. Anyone seeking service who is acting on the applicant's behalf may be required by the POA to provide the applicant's written verification as well as applicant's identification papers. Whenever an application is made for service and the POA has knowledge of a dispute as to the ownership of the right of occupancy at the service address, and one or more of the claimants attempts to prevent such service being furnished, the POA reserves the right to adopt either one of the following two courses:

- a. Treat the applicant in actual possession of the premises at the service address as being entitled to such service, notwithstanding the rights or claims of other persons;
- b. Withhold service pending a judicial or other settlement of the rights of the various claimants.

Full Legal Name(s): _____

Street Address (for service): _____

Billing Address (if different): _____

Drivers License No.(s): _____

Social Security No.(s): _____

Phone No. of Service Address: _____ Cell: _____

Phone No. of Billing Address (if different): _____

Work/Day Phone No.: _____ Where: _____

Emergency Phone No. of Relative NOT at Service Address: _____

Applicant is: _____ Owner _____ Renter _____ Other _____

By my signature, I obligate myself to obey all rules and regulations of the POA and pay for all water services at the water service address. In the event of non-payment or unauthorized partial payment, I agree that the POA may terminate water service and that all the unpaid bills are immediately payable by me, including all costs of collection and attorneys fees. It is further understood that the POA has the right and shall continue to have the right to make, amend and enforce any policies, regulations or by-laws that may be necessary or proper regarding any POA matter. The CUSTOMER agrees to abide by such policies, regulations or by-laws.

I have read and accepted a copy of the Water Contract

Signature _____ Date _____

Print Name: _____ Effective Date: _____

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Wednesday, July 11, 2012 10:49 PM
To: Shiva Bozarth
Cc: Melanie E. Davis
Subject: Laurel Hills Opposition to TRO #2
Attachments: Augmentation data to Opposition of TRO.docx; Contract - Deed Water Requirements.pdf

Shiva, some more info that may be helpful (see Word Doc that references pdf file).

Thanks,

John Moore
President RMCC

Shiva, Some last minute facts and documents that may help.

RE: Laurel Hills Opposition to Motion for Temporary Injunction

Reference Exhibit 1 (Affidavit of Michael McClung) of the above referenced document:

Para 4 fails to state that McClung and Guettler are the Directors of Laurel Hills, AND the owners of Moy Toy, LLC AND the former Directors of the Renegade Mountain Community Club. It is disingenuous to say that Moy Toy may revoke the license for Laurel Hills to operate the water system. The "developers" are including "common areas" in their private property, such as the roads which house the water transmission lines. It is stated, and the RMCC has asked the court in Case 2011-CH-508, to reaffirm that the RMCC has control and responsibility of the common areas to include the roads. "No other entity would take responsibility for the water system". No offer was made as both the RMCC and Crab Orchard would have considered operating the system.

Para 8 is one side of the rate story. Affidavits by John Moore (representing RMCC) and Darrel McQueen (agent for Laurel Hills) and Ron Hill's (representative for Cumberland Point Condos) testimony in Cumberland County Case 2012-CH-513 (Last TRO), all confirm that Darrell McQueen, on behalf of Laurel Hills did negotiate a water rate of 43.20 for all customers from June through December 2011, at which time the rate would be "reevaluated". (Exhibit C, Para 9, pdf page 75).

Para 13 states that they had "no revenue coming in".

Para 14 – McClung states that "like other PUBLIC UTILITIES", Laurel Hills...". Meters are actually installed on approximately 1/3 of all customers (there recent survey of the water system would have shown that).

Para 15 – They did shut the water off to 4 customers, but one of the four customers represented 84 living units. They failed to give proper notice (see affidavit of Sherwin Smith (Exhibit C, sub Exhibit 6, pdf page 94).

Para 18 – In Exhibit A, SUB EXHIBIT 5, PDF page 65) the CPA identifies that monthly expenses are \$15,600 and by July 2012 (para 18) total expenses per month are \$22,268 (45% increase).

Exhibit A, Exhibit 1, (Bill of Sale, pdf page 38) "to transfer all of its rights, title to and interest in a water system being operated for the benefit of property generally known as Renegade Resort, including customers and other assets.

See Attachment which lists a contract for the sale (Page 2, Special Conditions, #5) of a lot and the accompanying description of the sub development "services". Both documents indicate the water system is established for owners of lots and allows for individual wells, but ONLY in the absence of a central water system.

John Moore

President RMCC

READ THIS PROPERTY REPORT BEFORE SIGNING ANYTHING

This Report is prepared and issued by the developer of this subdivision. It is NOT prepared or issued by the Federal Government.

Federal law requires that you receive this Report prior to your signing a contract or agreement to buy or lease a lot in this subdivision. However, NO FEDERAL AGENCY HAS JUDGED THE MERITS OR VALUE, IF ANY, OF THIS PROPERTY.

If you received this Report prior to signing a contract or agreement, you may cancel your contract or agreement by giving notice to the seller any time before midnight of the seventh day following the signing of the contract or agreement.

If you did not receive this Report before you signed a contract or agreement, you may cancel the contract or agreement any time within two years from the date of signing.

NAME OF SUBDIVISION CUMBERLAND GARDENS

NAME OF DEVELOPER CUMBERLAND GARDENS LIMITED PARTNERSHIP

DATE OF THIS REPORT JUNE 5, 1987

UTILITIES

Under this heading, we will discuss the availability and cost of basic utilities. Utilities covered will be water, sewer, electricity, telephone, and fuel or other energy sources.

WATER

Water will be supplied to individual lots through a central water system. That system is owned and operated by the developer. Water is provided to the central water system by the Crab Orchard Water District, whose address is P. O. Box 78, Crab Orchard, Tennessee 37723.

Water mains will be extended in front of or adjacent to each lot in this offering. Water mains have not yet been extended to all lots in this offering. Construction has been started and 30% is complete. Estimated service availability is January, 1988.

The central water system at Cumberland Gardens has a current storage capacity of 250,0000 gallons. Crab Orchard Water District supplies water to the central system at Cumberland Gardens and in turn, is supplied water by the City of Crossville which has a capacity to process water at the rate of 10,000,000 gallons per day. The operation of the Crab Orchard Water District is supervised by a governmental agency. The present capacity of the central water system is adequate to supply all lots in the subdivision. No expansions of the central water system, with the exception of extension of water mains, is necessary or anticipated. There is a sufficient source of water available to serve the anticipated population of the subdivision. The water furnished to the central water system at Cumberland Gardens is tested periodically by Crab Orchard Water District for purity and chemical content and the results show that the water meets all standards for a public water supply.

The central water system, with the exception of the extension of water mains to all lots in the subdivision, is complete. There is no financial assurance guaranteeing the extension of water mains throughout the subdivision.

NO FUNDS HAVE BEEN SET ASIDE IN AN ESCROW OR TRUST ACCOUNT AND THERE ARE NO OTHER FINANCIAL ARRANGEMENTS TO ASSURE EXTENSION OF WATER MAINS THROUGHOUT THE SUBDIVISION.
--

No permits are required to be obtained by the Developer for the use and operation of the central water system.

If a lot owner desires to be provided water service to his lot, he will be required to pay a tap fee of \$550.00, which will include the cost of a water meter. Each lot will be individually metered and billed on a monthly basis for the amount of water used. Other than the tap fee and the regular monthly charge for water used, there will be no requirement for a lot purchaser to pay construction cost, availability fees, special assessments or deposits for the central system. There are no other charges for the use of water at Cumberland Gardens other than the one time tap-on fee and the regular monthly charge for water used. Monthly charges will depend upon the amount of water used.

If a purchaser wishes to use a lot prior to the date the water mains are extended to his lot, he will be allowed to install an individual water well system. When water is available to that purchaser's lot, however, he must then connect to the central water system and must disconnect the individual water well system from the central water system, so that there will be no interconnection between the two systems.

If an individual water well system is used, we estimate the cost of installation of such a system, including but not limited to, the costs of installation, storage, any treatment facilities and other necessary facilities, to be between \$2,500.00 and \$5,000.00 depending upon the depth the well must be drilled. The sales contract contains no provision for refund or exchange in the event a productive water well cannot be installed. There is no assurance that a productive water well can be installed and if it cannot be installed, no refund of the purchase price of the lot will be made. The purity and chemical content of the water cannot be determined until each individual water well is completed and tested. There have been no hydrological surveys in connection with the use of individual water wells, and there is no assurance of a sufficient supply of water. No permit is required for the installation of an individual water well system.

SINCE THERE HAVE BEEN NO HYDROLOGICAL SURVEYS IN CONNECTION WITH THE USE OF INDIVIDUAL WATER WELLS, THERE IS NO ASSURANCE OF A SUFFICIENT SUPPLY OF WATER FROM WATER WELLS FOR THE ANTICIPATED POPULATION.

REAL ESTATE CONTRACT AND INSTALLMENT NOTE

THIS AGREEMENT, executed in quadruplicate at CUMBERLAND GARDENS, a development of CUMBERLAND GARDENS LIMITED PARTNERSHIP, a Tennessee limited partnership, in Cumberland County, Tennessee, this the 11th day of September, 1987, by and between CUMBERLAND GARDENS LIMITED PARTNERSHIP, a Tennessee limited partnership, hereinafter referred to as "SELLER", and Gerald B. Nugent and wife Barbara M. Nugent, hereinafter referred to as "BUYER".

WITNESSTH:

"SELLER" agrees to sell and "BUYER" agrees to purchase the following described property, to-wit:

Lot No. 236 of Block 8 of Cumberland Gardens Subdivision, as per plat of said subdivision of record in the Register's Office of Cumberland County, Tennessee, subject to all provisions contained in the recorded Declaration of Covenants and Restrictions, supplements thereto and to easements and reservations on the recorded plat, and further subject to the reservations of all minerals and mineral rights underneath the surface of the land described or referred to herein, for the purchase price of \$26500.00, together with interest and filing fees as hereinafter provided. The terms and method of payment are provided hereinafter.

As a purchaser, the "BUYER" becomes a member of the CUMBERLAND GARDENS COMMUNITY CLUB, and is entitled to the rights, privileges and benefits of a member and is obligated therefore to pay monthly assessments currently in the amount of \$120.00 per year, and an annual social membership fee as defined in the Special Conditions portion of this Contract, currently in the amount of \$120.00 per year, both of which shall be remitted to the order of the Club beginning January 1, 1988. Club dues and the social membership fee are in addition to the yearly payment set forth below. Both the assessments to the Community Club and the social membership fee are subject to change.

INSTALLMENT NOTE

For value received the "BUYER(S)" jointly and severally promise to pay to the order of CUMBERLAND GARDENS LIMITED PARTNERSHIP, the sum of \$13250.00, together with interest at the ANNUAL PERCENTAGE RATE of 0.00% payable over 1 yearly installments at \$13250.0, beginning September 15, 1988, and on the same day of each successive payment period thereafter until the whole amount is fully paid. Payments are applied first to interest, then to reduce the principal balance due. Interest will begin to accrue one (1) payment period before the first installment is due, but in no event prior to the date of this contract. All provisions contained herein shall survive the execution and delivery of the Warranty Deed. This note is given for the purchase of the above described property and will be secured by a Deed of Trust at such time as 30% of the purchase price, excluding interest, has been paid. This note is a deferred purchase money note and is subject to the provisions of Tennessee law. The "BUYER" agrees to the terms of the "SELLER'S" "Pre-Authorized Check Plan" and further acknowledges (1) That the "SELLER" has explained to him the "Pre-Authorized Check Plan"; (2) That the Annual Percentage Rate stated above is immediately subject to increase by 1% in the event "BUYER" fails to continue the "Pre-Authorized Check Plan"; (3) That the increase in 1% in the Annual Percentage Rate will increase the amount of the "BUYER'S" yearly payment; and, (4) The estimated increase in the amount of the yearly payment caused by a hypothetical immediate increase of 1% base upon the number of scheduled payments and original amount financed would be \$0.00 per yearly payment.

PURCHASE PRICE **\$26500.00**CASH DOWNPAYMENT **\$13250.00**OTHER DOWNPAYMENT **\$0.00**

CUMBERLAND GARDENS LIMITED PARTNERSHIP is the "CREDITOR". The following is "BUYER(S)" "Truth-In-Lending Disclosure Statement":

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENT	TOTAL SALES PRICE
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided you or on your behalf:	The amount you will have paid after you have made payments as scheduled:	The total cost of your purchase on credit including your downpayment of:
0.00%	\$0.00	\$13250.00	\$13250.00	\$13250.00 is: \$26500.00

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
1	\$13250.0	September 15, 1988, **

SECURITY: You are giving a security interest in the property being purchased. FILING FEES \$94.45

PREPAYMENT: If you pay off early, you will not have to pay a penalty. If the "SELLER" or its assignee has not received the full amount of your yearly payment by the end of fifteen (15) calendar days after the day it is due, you will be obligated to pay a late charge in the amount of five (5%) percent of the overdue payment.

"BUYER(S)" should refer to the remaining provisions of this "Real Estate Contract and Installment Note" for additional information about non-payment, default, any required repayment in full before the schedule date, and prepayment refunds and penalties.

CONVEYANCE OF LEGAL TITLE

"SELLER" agrees to convey by Warranty Deed at such time as 30% of the purchase price, excluding interest, has been paid, provided "BUYER(S)" complies with all provisions in connection with this Real Estate Contract and Installment Note, and provided further that "BUYER(S)" shall execute a Deed of Trust containing provisions for release of redemption, homestead and dower, provided, however, the "SELLER" may, but shall not be obligated to, deliver the Warranty Deed at any time after 10% of the purchase price, excluding interest, has been paid. The purpose of the Deed of Trust is to secure "SELLER" for the unpaid balance of the purchase price. The title to the property shall be free and clear of all encumbrances but subject to mineral reservations and covenants, restrictions and easements as set forth in the recorded plat and such restrictive covenants as may be applicable. When all of the terms and obligations of this Contract and Installment Note and Deed of Trust have been paid in full and fully complied with, "SELLER" will release or cause to be released the Deed of Trust outstanding against the property.

PROPERTY TAXES

All ad valorem taxes due for the calendar year in which this Contract is dated, shall be paid by the "SELLER". All ad valorem taxes due and payable thereafter, will be paid by the "BUYER(S)", but if he does not pay same, then such taxes may be paid by the "SELLER" and charged to the account of "BUYER(S)" with interest at the same rate as above provided from the date of payment of such taxes until paid by the "BUYER(S)".

PAYMENT-DEFAULT

All payments shall be made on or before the due date in the office of "SELLER" at Cumberland Gardens Resort, or at such other place place and to such authorized agent as "SELLER" may designate. If "BUYER(S)" shall be in default for a period of 30 days in the payment of any yearly installment (45 days if "BUYER(S)" has paid more than 50% of the principal amount of the contract), "SELLER" shall have the following options after first giving notice in writing to "BUYER(S)" at his last known address of "BUYER(S)" default and/or breach which notice shall require that the default and/or breach be remedied within 20 days after the receipt of such notice:

(a) In the event 15% of the purchase price, excluding interest, has not been paid by the "BUYER(S)", "SELLER" may terminate the contract and all monies theretofore paid and whatever interest in said real estate acquired hereunder, if any, together with any and all improvements thereon shall be forfeited and shall remain the property of "SELLER", as liquidated damages for breach of this contract and as reasonable rent for the property purchased by "BUYER(S)" and upon such forfeiture and termination of this contract, "SELLER" shall be entitled to immediate possession of said property.

(b) In the event "BUYER(S)" has paid 15% of the purchase price exclusive of interest, "SELLER" shall refund to "BUYER(S)" any amount which remains from the payments made after subtracting 15% of the purchase price or the amount of the "SELLER'S" actual damages, whichever is greater. Those funds so retained by the "SELLER" shall be retained as liquidated damages for breach of this contract as provided by law. "BUYER(S)" shall further forfeit any and all interest acquired by him in said real estate together with any and all improvements thereon and the "SELLER" shall be entitled to immediate possession of the property.

(c) In addition to the options set forth in (a) and (b) above, "SELLER" shall also have the right, subject to the refund provision set forth in (b) above, to declare the entire amount of "BUYER(S)'s" obligation immediately due and payable and if "SELLER" shall have delivered its Warranty Deed and received its Deed of Trust, to proceed to foreclose said Deed of Trust and seek whatever additional remedies to which to which "SELLER" may be entitled under Tennessee law. In such event, "BUYER(S)" agrees to indemnify and repay "SELLER", its successors or assignees, attorney's fees and costs incurred by "SELLER", its successors or assignees, to the extent allowable by Tennessee law.

"BUYER(S)" understands that by signing hereon he is offering to purchase the lot(s) on the conditions set forth, and it is agreed that this Real Estate Contract sets forth the entire agreement between the parties, that no agent or representative of the "SELLER" shall have any authority whatsoever to change or modify this Agreement in any manner or to make any other agreement or representation on behalf of the "SELLER", and that if CUMBERLAND GARDENS LIMITED PARTNERSHIP signs and returns to "BUYER(S)" a copy hereof this will be a binding Contract, which shall not be modified or amended except in writing, signed by "BUYER(S)" and "SELLER". "BUYER(S)" further acknowledges that no additional representations or affirmations have been made to "BUYER(S)" by "SELLER" or any of its agents, employees or associates regarding rentals, rent, returns, tax advantages, depreciation or investment potential, or other monetary or financial advantages. The "BUYER(S)" further represents that he has not been induced to sign this Contract by any statement or representations not specifically contained herein. This is a Tennessee Contract and shall be construed under the laws of Tennessee.

It is not the policy of "SELLER" to repurchase a lot from "BUYER(S)" nor is it the policy of the "SELLER" to resell the property for the "BUYER(S)" at a profit to the "BUYER(S)" or at any price. All of the representations, agreements, conditions and promises of the "BUYER(S)" shall be a profit to the "BUYER(S)" or at any delivery and recording of the Deed and the Deferred Purchase Money Deed of Trust.

"SELLER" grants to "BUYER(S)" the rights to prepay unpaid principal balance of this obligation at any time without penalty, upon payment of interest to date of prepayment.

SPECIAL CONDITIONS

1. This Contract shall not be assignable by the "BUYER(S)" without the written consent of the "SELLER". "SELLER" reserves the right to transfer, assign, encumber, pledge, or hypothecate this Contract. Time shall be and hereby is made the essence of this Contract and of each and all of the conditions herein contained. The failure and omission of the "SELLER" to declare this Contract accelerated or terminated upon any breach hereof shall not constitute waiver of any future breach and shall not operate to bar, abridge, or destroy the right of the "SELLER" to declare same accelerated or terminated upon any subsequent breach.

2. In the event the "BUYER(S)" is a resident of a state which requires the furnishing to such resident of a statement or report, the "BUYER(S)" has the power to revoke this Contract if said statement or report is not received, in accordance with the law of that state as noted on the copy of said report.

3. "SELLER" reserves the right to make engineering alterations that are deemed necessary to cure any defects found to exist in the above described plat, and to modify or replat plats so long as "BUYER(S)'s" lot or property is not directly affected.

4. "BUYER(S)" agrees that should a central sewerage system ever be installed at Cumberland Gardens, that prior to the construction of any dwelling, he will tie on to that central sewerage system at the then prevailing tap-on fee. Should the "BUYER(S)" have a dwelling constructed prior to the installation of a central sewerage system, he agrees to tie that dwelling on to the central sewerage system when available at the prevailing tap-on fee. "BUYER(S)" further agrees to pay the normal monthly charges for sewerage thereafter.

5. In the event the "BUYER(S)" desires to use the lot herein described prior to the installation of waterlines to that lot, an individual water well may be installed on the lot for the exclusive and personal use of the "BUYER(S)". "BUYER(S)" agrees, however, that when waterlines are extended to his lot, he must obtain water by connection to the central water system by paying a tap-on fee of \$550.00 and paying normal monthly charges for water used at the then prevailing rates. The "BUYER(S)" further agrees to disconnect the water well system from the central water system so that there will be no interconnection between the two systems.

6. "SELLER" agrees, and is obligated to, construct a two-lane gravel base roadway with a driving surface of approximately twenty (20) feet to the lot herein described and to have said roadway available for use by January, 1988. Failure of the "SELLER" to comply with the provisions of this paragraph shall entitle the "BUYER(S)" to rescind this Contract and to receive a refund of all amounts paid.

7. "SELLER" agrees, and is obligated to, construct a waterline to the lot herein described to provide access to the central water system and agrees to have the waterline available for use by January, 1988. Failure of the "SELLER" to comply with the provisions of this paragraph shall entitle the "BUYER(S)" to rescind this Contract and to receive a refund of all amounts paid.

8. Unless otherwise noted in this Contract, if a permit cannot be obtained for the installation of an individual on-site septic system, the "BUYER(S)" shall be allowed to either trade for a comparable lot or to receive a refund of the amounts paid under the Contract.

9. "SELLER" agrees, and is obligated to, construct certain recreational facilities. The recreational facilities and their availability date are as follows:

RECREATIONAL FACILITY
 GOLF COURSE (First nine holes)
 GOLF COURSE (Second nine holes)
 SWIMMING POOL
 TWO HARD SURFACE LIGHTED TENNIS COURTS

AVAILABILITY DATE
 April, 1988
 October, 1988
 July, 1988
 October, 1988

YOU HAVE THE OPTION TO CANCEL YOUR CONTRACT OR AGREEMENT BY NOTICE TO THE "SELLER" UNTIL MIDNIGHT OF THE SEVENTH DAY FOLLOWING THE SIGNING OF THE CONTRACT OR AGREEMENT.

IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE OFFICES OF INTERSTATE LAND SALES REGISTRATION, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, IN ADVANCE TO YOUR SIGNING THE CONTRACT OR AGREEMENT, THIS CONTRACT MAY BE CANCELED AT YOUR OPTION FOR TWO YEARS FROM THE DATE OF SIGNING.

In executing this Real Estate Contract and Installment Note BUYER(S) also acknowledge that he/she/they received a copy of the above Truth-In-Lending Disclosure Statement completely filled in prior to execution of the contract.

The terms of this agreement are contained on three pages. Receipt of a completed copy of this agreement is hereby acknowledged.

IN WITNESS WHEREOF, this Contract and Installment Note is executed on the day and year above stated.

WITNESS:

Gerald B. Nugent
Gerald B. Nugent

Barbara M. Nugent
Barbara M. Nugent

CUMBERLAND GARDENS LIMITED PARTNERSHIP,
a Tennessee limited partnership
BY: CUMBERLAND GARDENS MANAGEMENT COMPANY,
INC., General Partner

BY: *[Signature]*
Authorized Agent

State of Tennessee)

County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Gerald B. Nugent and wife Barbara M. Nugent, the within named bargainer(s), with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as his/her/their free act and deed for the purposes therein contained.

WITNESS my hand and signature on this 11th day of September, 1987.

Wanda Reynolds
NOTARY PUBLIC

My commission expires: 4-24-91

State of Tennessee)

County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared [Signature], with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an authorized Agent of Cumberland Gardens Management Company, Inc., General Partner for Cumberland Gardens Limited Partnership, a corporation, and that he as such Agent, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Agent.

WITNESS my hand and signature on this 11th day of September, 1987.

Wanda Reynolds
NOTARY PUBLIC

My commission expires: 4-24-91

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Wednesday, July 11, 2012 3:03 PM
To: Shiva Bozarth
Cc: Melanie E. Davis
Subject: Laurel Hills Opposition to Injunction

Shiva, I just received a copy of Laurel Hills Opposition to the TRO and as you might guess it contains many errors and omissions. These were rebutted in the first injunction through a series of affidavits submitted, however I'm guessing they cannot be used here. I have glossed through and here are several things tyhat may be helpful:

1. The restrictive covenants in force #15 Water Supply, state (generally) that no privately-owned water system may be placed on any lot that does not meet all of the specifications for the State of TN AND be approved by the Architectural Control Council (ACC). There has been no ACC as defined in the Restrictions in years.
2. The older deeds and accompanying documents state (specifically Gerald Nugent and others) that if you have a well and a water system is constructed you will be forced to abandon the well and connect to the water system.
3. The actual Bill of sale from Moy Toy to Laurel Hills states "to transfer all of its rights, title to and interest in a water system being operated for the benefit of property generally known as Renegade Resort, including customers and other assets.,,
4. The Renegade Mountain Community Club is currently challenging Moy Toy, LLC's title as the Developer for Renegade Mountain and challenging the former directors of the Community Club over the control of the designated "common areas". The matter of who owns and controls the roads (common areas), and therefore the distribution system under the roads is now in dispute reference Cumber County Chancery Court Case #2011-CH-508.
5. Although somewhat of a stretch legally, Laurel Hills did effectively abandon the entire system when on January 20, 2012 it ordered the electric company (VEC) to terminate power (pull the meter) to the pump station that pumps the water. The RMCC then "found" the property and had the electric turned back on and did pay for the electric service to keep the pumps running for the next 10 days until Laurel Hills accepted the electric service back.

I and anyone else you need to prepare an Affidavit for tomorrow's hearing can be in Nashville in about 2 hours or in Cookeville at any hour prior to the hearing. I/we can prepare an affidavit and bring it over early. Whatever you think you will need in the way of assistance and preparation, we will provide.

Thank you for your efforts,

John Moore
President, RMCC

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Saturday, September 15, 2012 11:13 AM
To: Shiva Bozarth
Subject: Covenants and Restrictions

Sent this last week but it came back, attachment too large?? I'm trying to send two attachments via another email program. Hope it works.

Shiva. I did manage to mark-up and scan 1972 Covenants and Restrictions into two separate files as you requested. A second email will follow with part 2 of the file. The 1972 documents have been purportedly updated in 1988 and 2006, but we are challenging their validity in court (see below). With regards to water, the later documents have few if any changes in the language, A couple of notes:

1. I underlined the pertinent water items, and a few other interesting items, so that you wouldn't need to read all of them. I've read it multiple times and it cross references to itself so many times that I'm not sure what it finally means.
2. I brought this point up to Melanie, who has not yet commented, but it looks as though the "developer" has always intended for the water system to remain under their control. The paragraph makes reference to leasing, contracting or making agreements to operate the water system but makes no mention of their ability to sell other than to the Community Club (HOA). In fact the Community Club was operating the water system up to 2000.
3. As I mentioned, we are litigating another case against Guettler, McClung, other former officers and directors of the RMCC and against Moy Toy, LLC to have the Chancellor declare our BOD as the one and only RMCC and to force the prior BOD (McClung and Guettler) to hand over all keys, records and assets and to preclude them from interfering in the RMCC's affairs.
4. We have requested the records from the prior BOD many times to no avail, to see, among many other things, just what meeting and what vote approved the 1988 and 2006 changes as well as when and how the water system was transferred or sold from the RMCC to Renegade Mountain Water Systems in 2000.
5. As part of this suit we are challenging that Moy Toy, LLC is the developer of Renegade Resort. A prior court ruling has given "developer" rights to another entity who also owns land here. Along with all of this is where the "water pipes" issue will settle out. This case is in discovery phase and is projected for trial in the Spring.
6. Also it looks as though the Pre-1972 (grandfathered) properties (Section II Properties) are exempt from the majority of the restrictions and all of the covenants, meaning many things, but basically there are no easements for utilities on any of their properties?

Hope this helps and was what you were looking for. Call with anything else needed.

John Moore
RMCC President

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Friday, September 21, 2012 9:11 AM
To: Shiva Bozarth
Subject: Renegade Covenants

Shiva, Will be in two day mail today, will be there Monday. Please retain the email that has the applicable notes. By the way, I have obtained a canceled check from 1999 showing payment for water service to the POA/HOA.

John

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Tuesday, September 25, 2012 9:54 AM
To: Shiva Bozarth
Cc: Melanie E. Davis; laurelhillscondoass@gmail.com
Subject: Disconnected Water

Shiva, I just heard from Lu-Ann Farrar, daughter of Luke Dunn who told me they were here on Saturday to spend the weekend and their water was shut off, locked out. They are a Plaintiff in the legal complaint and are only \$86.40 in arrears (see below) as Mrs. Dunn says she did not receive a bill in Jan and Feb 2012 and therefore did not pay the \$86.40. She has paid from Feb thru Sep. He is very sick, she is elderly and the daughter is attempting to intervene. My problem is that I have no way to contact Laurel Hills to correct this. They have no phone or contact. I have cc'd them on this email, but we have never had a response from this email address. I have Mike McClung's personal cell phone but he doesn't answer it either.

Do you have a method of contact that we don't. Guidance? Just looking to resolve this issue.

John Moore
President RMCC

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Wednesday, September 26, 2012 8:46 AM
To: Shiva Bozarth; vance.broemel@ag.tn.gov
Cc: Melanie E. Davis
Subject: Fw: York 9-5-2012 letter attached
Attachments: York letter to MED 9-5-2012.pdf

All, I wasn't sure if you saw this yet. If the Customers could muster the assets to settle the Crab Orchard outstanding bills, they would not do so to bail out this bunch of incompetent people.

John Moore

----- Forwarded Message -----

From: Peggy Stephenson <peggys@usit.net>
To: John S. Moore <zooskeeper@frontiernet.net>
Sent: Tuesday, September 25, 2012 2:49 PM
Subject: York 9-5-2012 letter attached

Peggy Stephenson
Kizer & Black, Attorneys, PLLC
329 Cates Street
Maryville, Tennessee 37801
Phone: (865) 980-1618
Fax: (865) 980-1640

The information contained in this electronic transmission is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this electronic message is strictly prohibited.

IRS CIRCULAR 230 DISCLOSURE: New IRS rules restrict written federal tax advice from lawyers and accountants. We include the following statement because even inadvertent violations may be penalized. To ensure compliance with these requirements, we inform you that any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed on any taxpayer or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

S. Roger York
Susan K. Billrey



Phone 931-484-2929
Fax 931-456-1078

York & Billrey
Attorneys at Law
456 North Main Street
Crossville, Tennessee 38555

September 5, 2012

Honorable Melanie E. Davis
329 Cates Street
Maryville, Tennessee 37801

Re: Crab Orchard Utility District

Dear Ms. Davis:

Hopefully, this letter will not be confusing to you or anyone else. My clients do not wish to cut the water off on September 15, 2012. They do expect to be paid each month on the water bill that is sent out. They expect to be paid in a prompt manner and not incur any further late fees. They further expect Laurel Hills Condominium POA or Renegade Resort to come forward and sign a Note for the back payments, and to discuss reasonable payment on the entire balance.

Please note that Crab Orchard Utility District is not going to get into who had what money or anything of that nature. We have only one obligation, and that is to provide good, portable water for all the people in the community. Of course, that means the water has to be paid for. I am sorry if your clients might have to pay twice. That would not be Crab Orchard Utility District's problem. They only want to be paid once, and that would be up to your client or Laurel Hill POA to pay them. Crab Orchard Utility can not and will not comment in regards to any mismanagement of funds by Laurel Hills, the property owners, or anyone else. They only wish to have the payment for water paid on time.

Hopefully, this will answer your questions. If no one comes forward within the next forty-five (45) days, I am sure the Board will order me to take further action to protect the District's interest.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Roger York".
S. Roger York
Attorney at Law

SRY/tb

C: Crab Orchard Utility District

S. Roger York
Susan K. Bilbrey



Phone 931-484-2929
Fax 931-456-1078

York & Bilbrey
Attorneys at Law
456 North Main Street
Crossville, Tennessee 38555

August 15, 2012

Honorable Ben Gastel
227 Second Avenue North
4th Floor
Nashville, Tennessee 37201-1631

Honorable Donald L. Scholes
227 Second Avenue North
Fourth Floor
Nashville, Tennessee 37201-1631

Honorable Shiva Bozarth
Tennessee Regulatory Authority
460 James R. Parkway
Nashville, Tennessee 37243

Honorable Melanie E. Davis
329 Cates Street
Maryville, Tennessee 37801

Re: Laurel Hills Condominium Property Owners Association; JL Welcher Company, LLC; Old South Renegade, LLC; Renegade Mountain Water Systems, LLC; and Joseph L. Welcher, individually

Ladies and Gentlemen:


This law firm represents Crab Orchard Utility District. I have been notified by Crab Orchard Utility District to notify each of you that Crab Orchard Utility District will turn the water off to what is known as Laurel Hills Condominiums, Renegade Mountain, on September 15. I am attaching to this letter a printout of a bill where Crab Orchard Utility District has not been paid in eleven months.

The Board of Directors of Crab Orchard Utility District, and the manager Mr. Everett Bolin, wish for me to send to each of you our condolence in having to take this action. COUD can not furnish water free of charge to any individual, or any corporation. I have been instructed

to do this since payment has not been made, nor has anyone attempted to work out a payment that would be satisfactory with COUD. Please understand that COUD Board of Directors has to protect all of the people in the utility district.

I will be glad to speak with each of you, or all of you, in regards to any reasonable solution in getting this bill paid and to keep water flowing for the residents of Renegade Mountain and Laurel Hills Condominiums.

Sincerely


S. Roger York
Attorney at Law

SRY/tb

Enclosure

C: Crab Orchard Utility District

0001-00900-001

09/15/12 19,062.91

97.43

09/15/12 19,160.34



OLD SOUTH GOLF-RENEGADE
CUMBERLAND GARDENS
PO BOX 288
CRAB ORCHARD TN 37723-0288



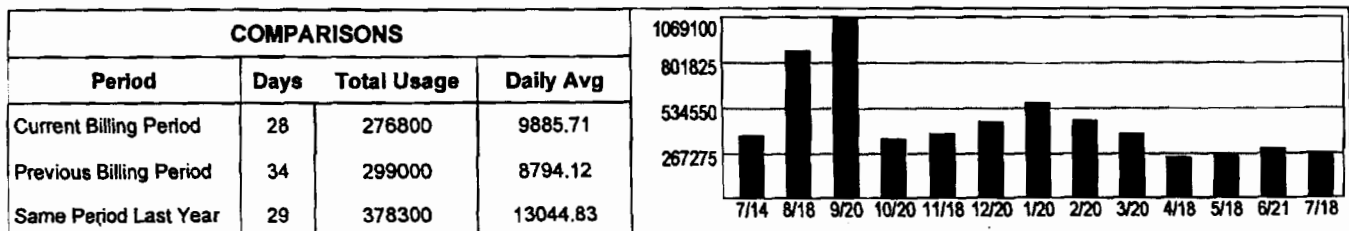
0001-00900-001 OLD SOUTH GOLF-RENEGAD 284 MULLINAX DR

AR Arrears								17,993.65
WA	USS7952	06/21	07/18	10910700	11187500	276800		974.27
ST Sales Tax								94.99

09/15/12 19,062.91

97.43

09/15/12 19,160.34



Arrears are amounts that are past due and are due immediately.
Credits also show up in the arrears as a negative amount and are not due.
Bank Drafts are deducted between the 10th and 15th of each month.
Visa and Master Card are accepted.

"This institution is an equal opportunity provider, and employer."

VISIT OUR WEBSITE AT craborchardutility.com

PLEASE BE AWARE OF CROSS-CONNECTION DANGERS-FOR MORE INFORMATION REFER TO OUR WEBSITE

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Wednesday, September 26, 2012 9:12 AM
To: Shiva Bozarth
Subject: Re: Disconnected Water

Shiva, 2842 Renegade Mountain Parkway, Crab Orchard, TN 37723.

Did you receive covenants and restrictions?

John Moore

From: Shiva Bozarth <Shiva.Bozarth@tn.gov>
To: "zooskeeper@frontiernet.net" <zooskeeper@frontiernet.net>
Sent: Tuesday, September 25, 2012 1:37 PM
Subject: RE: Disconnected Water

John,

I spoke with Ms. Farrar yesterday and I need to find out what is the address for her parent's unit.

Thanks,

Shiva Bozarth

From: zooskeeper@frontiernet.net [mailto:zooskeeper@frontiernet.net]
Sent: Tuesday, September 25, 2012 9:54 AM
To: Shiva Bozarth
Cc: Melanie E. Davis; laurelhillscondoass@gmail.com
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Do you have a method of contact that we don't. Guidance? Just looking to resolve this issue.

John Moore
President RMCC

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Wednesday, September 26, 2012 1:51 PM
To: Shiva Bozarth
Subject: Re: Disconnected Water
Attachments: Water Distr Map (2).jpg

Shiva, Tell me exactly what you need and I probably already have it. I will not be here next week to assist but if you still need to come, I can find someone to assist. I am attaching a water map, but we have a newer version which I will have Everett Bolin send ASAP.

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President RMCC

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From: zooskeeper@frontiernet.net
Sent: Wednesday, September 26, 2012 9:50 PM
To: Shiva Bozarth
Subject: Re: Disconnected Water

Shiva, Will have a map in the mail tomorrow, should have Friday or Saturday. It will show block and lot numbers as well as all structures.

\
John Moore

From: Shiva Bozarth <Shiva.Bozarth@tn.gov>
To: "zooskeeper@frontiernet.net" <zooskeeper@frontiernet.net>
Sent: Wednesday, September 26, 2012 3:14 PM
Subject: RE: Disconnected Water

What I am trying to identify is the lots that are within Article II Section 1.

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John Moore
President RMCC

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Thursday, September 27, 2012 12:48 PM
To: Shiva Bozarth
Subject: Re: Disconnected Water

Shiva. Map on the way...will have tomorrow. I forgot to pencil in the Woodridge Condos (8 units). They are across the road from the Gamble house in Block 8. The customers are Materdomini, Schwartz, Haiser and Zabelny in Bldg #1 and Perters (2), Sandlin, Breg and Brassel in Bldg #2.

Call with questions

John Moore

From: Shiva Bozarth <Shiva.Bozarth@tn.gov>
To: "zooskeeper@frontiernet.net" <zooskeeper@frontiernet.net>
Sent: Thursday, September 27, 2012 8:30 AM
Subject: RE: Disconnected Water

Mr. Moore,

Thank you very much.

Sincerely,

Shiva Bozarth

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Do you have a method of contact that we don't. Guidance? Just looking to resolve this issue.

John Moore
President RMCC

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Thursday, September 27, 2012 2:46 PM
To: crawfordko@yahoo.com
Subject: Water Turned back on
Attachments: reply to Mcclung July11.jpg; note to LHCA july11.jpg; other checks.jpg; 150 scan.jpg; Sept12.jpg

Ken and Mary, As I have said before you will need to pay the balance due and since you were not a Plaintiff in the legal suit, you should owe.

\$25.00 Jan-May 2011
\$43.20 Jun-Dec 2011 Negotiated or compromised water fee
\$86.40 Jan-Jul 2012
\$43.20 Aug-Sep
Less what you paid already

As far as I know there are no approved reconnection fees.

As far as who to contact, you have the email address of laurelhillscondoass@gmail.com and McClung's cell phone is 772-216-1210. These are only two contact methods I've found and neither seem to work with respect to a response. I do have a phone number we found in some legal records you can try 931-707-7020.

Good luck, when you come up someone will take care of you and help out with water...safe travels.

John Moore

----- Forwarded Message -----

From: KO crawford <crawfordko@yahoo.com>
To: "zooskeeper@frontiernet.net" <zooskeeper@frontiernet.net>
Sent: Wednesday, September 26, 2012 6:22 PM
Subject: water usage notes to LHCA etc

Dear Mr. Moore,

Attached files emphasize our notes to LHCA to make it clear our water has been shut off and drained since June 2011.

It shows our effort to have them bill us and keep us up to date by mail (while in Texas). The only information we have had

has been your emails to Ardis when we can receive forwarded copies. We would like to find out who is responsible for billing, accounting, etc. Clearly they do not have an office or phone number for residents. Who would we contact when we arrive and

want to receive water. We expect to return within a week, or so, and will want to avoid a long delay.

Thanks so much for your help.
Ken & Mary Crawford

Re: New Water Svc. Invoice

FROM: Mike Mcclung

TO: kenneth crawford

Message flagged

Sunday, July 24, 2011 5:09 AM

Message body

The rate is unchanged. The compromise allowed no cut offs if fifty per cent of the invoice is paid. Repairs are being done and an audit will determine the rate by years end.

Sent from my iPad

On Jul 21, 2011, at 2:59 PM, kenneth crawford <crawfordko@yahoo.com> wrote:

Dear Laurel Hills Condo Assoc.,

In reference to Kenneth & Mary Crawford invoice# 2059:

We understand that a better water rate may have been negotiated recently.

Please send us a new bill (more in line with the \$300/year that we have been paying, even though we only have usually been there a few months per year at most)

Please send new water bill to our Texas address, and/or Email response
4521 Bowie St., San Angelo, TX 76903

Thanks a lot,

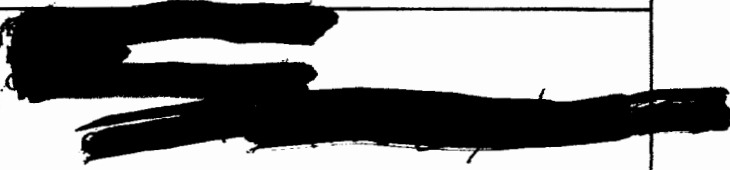
Ken (crawfordko@yahoo.com)

Laurel Hills Condominiums POA

P.O. Box 25
Crossville, TN 38557

Invoice

Date	Invoice #
7/1/2011	2059

Bill To


Due Date
7/15/2011

Description	Qty	Rate	Amount
Monthly Water Fee (June & July 2011)	2	86.40	172.80
<p>We have decided to pay \$43.20 for our water connection even though we do not expect to consume water, This is more than we can afford.</p>			
<p>We expect documentation by year's end of cost justification.</p>			
<p>We would like to feel that we are paying our reasonable share for water svc (and others are doing likewise)</p>			
Total			\$172.80

Balance Due \$147.80

1339
87-703043
138

Date Jul 29 '11

Pay to the Order of Laurel Hills Condo Assoc. \$ 61.40
Sixtyone & 40/100 Dollars

FB FirstBank water svc.
CROSVILLE, TENNESSEE 37034
www.firstbank.com invoice # 2059

USA Checking

For remainder of June & July Keith O. Crawford
 #00000006140

08/08/2011 3021459 1339 \$61.40

1423
87-703043
138

Date 8-7-2012

Pay to the Order of Laurel Hills Condominiums \$ 43.20
Forty-three and 20/100 Dollars

FB FirstBank
CROSVILLE, TENNESSEE 37034
www.firstbank.com 2812 Remittance

USA Checking

For Water Service (Aug) Maria Crawford

20120816413550212818 03

Regions Bank >062000019<

20120816413550212818 03
 Regions Bank >062000019<

PAY TO THE ORDER OF
 REGIONS BANK
 FOR DEPOSIT ONLY
 LAUREL HILLS CONDO ASSOC.
 010550011

1219

87-703/843
128

Date May 27, '11

Pay to the
Order of

Laurel Hills Condo Association \$ 15000

One hundred fifty & no/100 Dollars



First Bank

CROSSVILLE, TENNESSEE 38505
www.firstbankonline.com

USA Checking

For Water Svc, Jan-June

Invoice # 2009

[Signature]

0000015000

For Deposit Only
Laurel Hills Condo Assoc.
0110550011

3829 86

REGIONS BANK 05/31/11
E2057 AS 0110550011-2
06200000194
2100522036

MAY 31 11

Subject: Re: Water rate verification
 From: zooskeeper@frontiernet.net (zooskeeper@frontiernet.net)
 To: crawfordko@yahoo.com
 Date: Wednesday, September 26, 2012 8:34 AM

*Do you know how we
 can contact who ever
 will turn the water back
 on? (If it's off)
 at the main line there
 must be a person to contact*

Ken/Mary; I have been keeping Ardis informed via email but she may not have forwarded all the messages. I did not have your email address until now. In February 2012, 25 families and the Condos (113 customers) sued the water company over various issues. Ardis did not respond to the request to join the suit. The Judge ordered that everyone in the law suit was protected at a rate of \$43.20 per month as long as they remained current in their bills. Everyone else was subject to the \$86.40 rate. In July the TRA sued the water company and the Judge imposed a rate of \$43.20 for all customers and also stated that anyone not paid up in 20 days (Aug 15) could be terminated with respect to water service. Two weeks ago, the water company replaced your valve with a locking valve, so your water is currently locked out.

Legally you owe:

Jan-May 2011	\$25.00	\$125.00
Jun 11 to June 12	\$86.40	\$1123.20
Jul to Sep 12	\$43.20	\$129.60
Total		\$1377.80
Already Paid		\$211.40
Balance		1166.40

*See copy of \$150⁰⁰ check paid 5/31/11
 when we thought it would be for
 6 months.*

*WATER HAS BEEN TURNED OFF
 THIS ENTIRE TIME!*

They will probably want \$1166.40 and a reconnect fee to turn water back on. IF you sent a note asking to be disconnected, then you may be able to save some of those fees. If you sent a disconnect notice, please send me a copy ASAP.

I'm sorry to give you this bad news, but we did try to keep you informed through Ardis' email. Let me know if we can help in any way.

John Moore
 President

*We mailed them a letter, stating
 that our water has been turned off &
 all pipes drained since June 2011.*

From: KO crawford <crawfordko@yahoo.com>
 To: "zooskeeper@frontiernet.net" <zooskeeper@frontiernet.net>
 Sent: Tuesday, September 25, 2012 6:19 PM
 Subject: Water rate verification

Dear Mr. Moore, see attached response

*Even though we have always ask the bill (water)
 to be sent to Texas address, they never send
 it here. We still have not received the
 September bill, nor any info about this,
 from Laurel Hills.*

Shiva Bozarth

From: Shiva Bozarth
Sent: Thursday, September 27, 2012 3:04 PM
To: 'zooskeeper@frontiernet.net'
Subject: RE: Water Turned back on

Mr. Moore,

Below is a section of the email I received from the attorney for Laurel Hills that may be relevant.

"Payment can be sent to Box 25 Crossville, TN 37745. Also, on the customer side of the valve box, a reconnection needs to be made to the valve box. The customer is responsible for making this reconnection, and Mr. Williams, the certified operator, should be there for the reconnection to chlorinate and test the water. "

Sincerely,

Shiva Bozarth

From: zooskeeper@frontiernet.net [mailto:zooskeeper@frontiernet.net]
Sent: Thursday, September 27, 2012 2:46 PM
To: crawfordko@yahoo.com
Subject: Water Turned back on

Ken and Mary, As I have said before you will need to pay the balance due and since you were not a Plaintiff in the legal suit, you should owe.

\$25.00 Jan-May 2011
\$43.20 Jun-Dec 2011 Negotiated or compromised water fee
\$86.40 Jan-Jul 2012
\$43.20 Aug-Sep
Less what you paid already

As far as I know there are no approved reconnection fees.

As far as who to contact, you have the email address of laurelhillscondoass@gmail.com and McClung's cell phone is 772-216-1210. These are only two contact methods I've found and neither seem to work with respect to a response. I do have a phone number we found in some legal records you can try 931-707-7020.

Good luck, when you come up someone will take care of you and help out with water...safe travels.

John Moore

----- Forwarded Message -----

From: KO crawford <crawfordko@yahoo.com>
To: "zooskeeper@frontiernet.net" <zooskeeper@frontiernet.net>
Sent: Wednesday, September 26, 2012 6:22 PM
Subject: water usage notes to LHCA etc

Dear Mr. Moore,

Attached files emphasize our notes to LHCA to make it clear our water has been shut off and drained since June

2011.

It shows our effort to have them bill us and keep us up to date by mail (while in Texas). The only information we have had

has been your emails to Ardis when we can receive forwarded copies. We would like to find out who is responsible for billing, accounting, etc. Clearly they do not have an office or phone number for residents. Who would we contact when we arrive and

want to receive water. We expect to return within a week, or so, and will want to avoid a long delay.

Thanks so much for your help.

Ken & Mary Crawford

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Thursday, October 25, 2012 10:40 AM
To: Shiva Bozarth
Subject: Re: November 13, 2012

Shiva, Am in Ohio until election day, but will be back on the 13th. I applaud your interest to come and look onsite...I don't believe any other State agency has made such a visit...ever. The buildings by the water tower are the Woodbridge Condominiums. If you remember, I forgot to draw them in on the map I sent, but did relate to them in an accompanying email, complete with occupants. The Woodbridge Condos were the original Timeshares of the mountain and when Laurel Hills came about they were sold off. One entity owns the entire lot (common areas), two entities own one each of the buildings and immediate ground underneath and around, and eight individuals own the eight units (see earlier email). There is no formal Condominium Association formed, just an informal agreement. Each unit is considered a separate living unit.

Thank you,

John Moore

From: Shiva Bozarth <Shiva.Bozarth@tn.gov>
To: "zooskeeper@frontiernet.net" <zooskeeper@frontiernet.net>
Sent: Wednesday, October 24, 2012 3:35 PM
Subject: November 13, 2012

Mr. Moore,

Two attorneys from the AG's office, Tabatha, and myself drove around the development on Monday. We were wondering what the multi-family buildings by the water tower were?

Additionally, I will be back up there on November the 13th to look through the "Crows Nest" case file and some other things. We will have Lisa Cooper with our Consumer Services division with us and she would like to meet with you and if possible get a tour of the mountain.

Thanks in advance,

Shiva K. Bozarth
Legal Counsel
Tennessee Regulatory Authority
(615) 741-2904 [ext. 132]

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Tuesday, November 06, 2012 11:04 AM
To: Shiva Bozarth
Cc: Melanie E. Davis
Subject: Status Hearing Tomorrow

Shiva, I would like to be able to communicate with our counsel, Melanie Davis, in real time via computer at tomorrow's status hearing. Is there a WiFi network available in the building and can I have authorization to access it.

Also, are there any other documents or records that you need?

Thank you,

John Moore
President RMCC
Intervener

Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Monday, December 03, 2012 9:37 AM
To: Shiva Bozarth
Cc: Melanie E. Davis
Subject: Information

Mr. Bozarth, I had calls from Larry Allen (County Commissioner) and Kenneth Carey Jr. (County Mayor) seeking information and updates on the water system issues. I answered as many questions as I could and referred them to you for questions concerning the State's position. Both may call you in the near future for information.

Thanks,

John Moore
RMCC President

Shiva Bozarth

From: LuAnn Farrar [lafarrar@insightbb.com]
Sent: Monday, January 21, 2013 9:23 AM
To: Shiva Bozarth
Subject: Re: Water problem at Renegade Mt. cabin

Hello, again.

As of Jan. 2, 2013, Laurel Hills has not unlocked the water valve at our property. Someone from their office (Laura) called me in mid-November. I told her then that the water needed to be unlocked, but she said we owed \$600 and she was just doing what she was told. She did not offer any solutions and in fact, basically said she was not going to do anything. So, nothing has been done. I asked Laura for a phone number to contact her again, and it has never been answered since. Nor has anyone contacted me (or my parents) from Laurel Hills.

I know the TRA hearing is coming up in February and it seems important that you be aware of how our situation has unfolded. The water was disconnected without contacting us, it has stayed locked even though we paid for subsequent months and we have been unable to get the problem addressed. I believe it is the responsibility of Laurel Hills to fix the situation, including any associated expenses.

So, I don't know how to proceed.

Thanks again for your help.

Lu-Ann Farrar

On Nov 19, 2012, at 5:30 PM, Shiva Bozarth wrote:

Ms. Farrar,

I apologize I have owed you a response for a while now and am only now responding. Laurel Hills installed a shut off valve at your parents property. In order for service to be restored they will need to have a plumber reconnect at the valve. However, they may do so at any time.

Sincerely,

Shiva Bozarth

From: Lu-Ann Farrar [mailto:lafarrar@insightbb.com]
Sent: Monday, November 05, 2012 9:30 AM
To: Shiva Bozarth
Subject: Re: Water problem at Renegade Mt. cabin

Good morning, Mr. Bozarth. Thanks very much for the info.

No, I haven't heard from the Laurel Hills attorney. I would like to point out that the reason the water was cut off was because my parents had not paid the Jan and Feb 2012 water bill. If the water was cut off in March (I don't know when the water valve was bolted at the cabin), my parents paid for water service for 9 months (March through Nov) and did not have water service. We know the water was off in September, because we were there in Sept. So, the water service was been off for at least Sept., Oct. and presumably Nov., though my parents have paid for all those months. Consequently, Laurel Hills actually owes my parents for water service that they paid for and did not receive.

Please advise for our next steps.

Thank you again for your help.

Lu-Ann Farrar

From: "Shiva Bozarth" <Shiva.Bozarth@tn.gov>
To: "Lu-Ann Farrar" <lafarrar@insightbb.com>
Sent: Monday, November 5, 2012 9:27:16 AM
Subject: RE: Water problem at Renegade Mt. cabin

Ms. Farrar,

I am sorry I haven't emailed earlier. I spoke with Laurel Hills attorney the week before last and he indicated that Laurel Hills would contact you regarding payment. Have they contacted you? If so has the situation been resolved?

Sincerely,
Shiva Bozarth

From: Lu-Ann Farrar [<mailto:lafarrar@insightbb.com>]
Sent: Thursday, October 18, 2012 12:22 PM
To: Shiva Bozarth
Subject: Re: Water problem at Renegade Mt. cabin

Mr. Bozarth:

I tried to mail payment to the address below, the envelope was returned to me unopened. I looked at the previous bills, and addressed it to Laurel Hills POA, Box 25, Crossville, but it was not delivered.

Advice?

Thanks for your help,

Lu-Ann Farrar

From: "Shiva Bozarth" <Shiva.Bozarth@tn.gov>
To: "Lu-Ann Farrar" <lafarrar@insightbb.com>
Sent: Wednesday, September 26, 2012 4:13:39 PM
Subject: RE: Water problem at Renegade Mt. cabin

Ms. Farrar,

Below is the response I got from the attorney for Laurel Hills.

"Two months is correct. Payment can be sent to Box 25 Crossville, TN 37745. Also, on the customer side of the valve box, a reconnection needs to be made to the valve box. The customer is responsible for making this reconnection, and Mr. Williams, the certified operator, should be there for the reconnection to chlorinate and test the water."

Laurel Hills attorney said that he would be happy to put you in touch with Mr. Williams. If you would like his contact information please let me know.

The current monthly payment is \$43.20 per Chancellor Thurmond's Order.

If I can answer any other questions or otherwise assist you in any way please let me know.

Sincerely,

Shiva Bozarth

From: Lu-Ann Farrar [mailto:lafarrar@insightbb.com]
Sent: Wednesday, September 26, 2012 1:59 PM
To: Shiva Bozarth
Subject: Water problem at Renegade Mt. cabin

Hi, Mr. Bozarth.

Attached are the cancelled checks for 2012 that my mother, Mrs. Ann Dunn, wrote to pay the water bill for our cabin. She wrote three checks for two months each (\$86.40 for March/April and \$86.40 for May/June, \$86.40 July/Aug), then a check for Sept., so there are four checks. She paid around \$80 a month for all twelve months of 2011, though I have not included any of those cancelled checks here.

The cabin address is 2842 Cumberland Gardens Trail, Crossville. It's lot #215. I'm not sure if the road is still named Cumberland Gardens, but that is the only address we have.

I hope the water will be unbolted as soon as possible. Could you please let me know when/how the issue is resolved?

Please feel free to call me if you have other questions. My cell number is 859-494-2056. My work number is 859-233-8738.

Thanks very much for your attention to this matter.

Lu-Ann Farrar

Shiva Bozarth

From: Lu-Ann Farrar [lafarrar@insightbb.com]
Sent: Tuesday, January 22, 2013 8:34 AM
To: Shiva Bozarth
Subject: Re: Water problem at Renegade Mt. cabin

I am at work, 859-233-8738 and you can call me anytime today before noon. If that doesn't work, I'll be in my office tomorrow morning. it's fine to call me here.

Lu-Ann

From: "Shiva Bozarth" <Shiva.Bozarth@tn.gov>
To: "LuAnn Farrar" <lafarrar@insightbb.com>
Sent: Tuesday, January 22, 2013 9:22:44 AM
Subject: RE: Water problem at Renegade Mt. cabin

Ms. Farrar,

What is a good telephone number to contact you at? Also please let me know when is a good time to call. I need to get some additional information from you.

Sincerely,

Shiva Bozarth

From: LuAnn Farrar [mailto:lafarrar@insightbb.com]
Sent: Monday, January 21, 2013 9:23 AM
To: Shiva Bozarth
Subject: Re: Water problem at Renegade Mt. cabin

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Sincerely,
Shiva Bozarth

From: Lu-Ann Farrar [mailto:lafarrar@insightbb.com]
Sent: Monday, November 05, 2012 9:30 AM
To: Shiva Bozarth
Subject: Re: Water problem at Renegade Mt. cabin

Good morning, Mr. Bozarth. Thanks very much for the info.

No, I haven't heard from the Laurel Hills attorney. I would like to point out that the reason the water was cut off was because my parents had not paid the Jan and Feb 2012 water bill. If the water was cut off in March (I don't know when the water valve was bolted at the cabin), my parents paid for water service for 9 months (March through Nov) and did not have water service. We know the water was off in September, because we were there in Sept. So, the water service was been off for at least Sept., Oct. and presumably Nov., though my parents have paid for all those months. Consequently, Laurel Hills actually owes my parents for water service that they paid for and did not receive.

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Thank you again for your help.

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Please feel free to call me if you have other questions. My cell number is 859-494-2056. My work number is 859-233-8738.

Thanks very much for your attention to this matter.

Lu-Ann Farrar

Shiva Bozarth

From: Shiva Bozarth
Sent: Monday, February 04, 2013 10:53 AM
To: Ben Gastel
Subject: RE: Connection

The concern of course is that there wasn't a leak before they did their work. This indicates that the leak is the result of the work done by Laurel Hills. Please let me know when they intend to fix the leak.

From: Ben Gastel [<mailto:beng@branstetterlaw.com>]
Sent: Monday, February 04, 2013 10:50 AM
To: Shiva Bozarth
Subject: Connection

Apparently there remains a leak on the customer side of the line on that one property we discussed last week. Mike said that when they turned the water on there was a clear pooling of water suggesting a leak, which is why the connection remains bolted.

IMPORTANT: This communication from the law firm of Branstetter, Stranch & Jennings, PLLC is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, and contains information that may be confidential and privileged. Be advised that if you are not the intended recipient(s), any dissemination, distribution or copying of this communication is prohibited. Please notify the undersigned immediately by telephone or return e-mail.

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Shiva Bozarth

From: zooskeeper@frontiernet.net
Sent: Sunday, May 05, 2013 11:04 AM
To: Shiva Bozarth
Subject: Renegade Open House Invitation

Shiva, Thanks for your support. Can you forward to Ms. Aumiller?

Thank you for your efforts in saving our Community. As a small token of our appreciation, please consider attending. Thanks again.

You are cordially invited and encouraged to attend the Renegade Mountain Community Open House on Saturday, May 25th beginning at 12:00 pm (CDT) (We also need help). Pack up the kids, come and see what "Life Elevated at 2700 Feet" is all about! Your day begins by arriving on the mountain and following the signs to our registration center located at the top of the mountain. There, you will receive information about the mountain, a list detailing the day's events, times and locations, and a map for self-guided tours of your community. The main event of the day is the "Tour of Homes", featuring many of our mountain's 142 beautiful homes open for tours by the public. Some of the homes are for sale, some for rent and others are open just to show off the possibilities of mountain living. Other events include guided tours of the mountain, a free fishing tournament for kids under sixteen, a "Corn Hole" tournament, four wheeler and eighteen wheeler rides. Take time to visit with our developer, real estate and builder team assembled to answer any questions and to explore the possibilities of buying, building and living in our Community. Personal guides with detailed maps will be standing by to show you any of the 1351 lots and living units on the mountain, many of which sport a 60-100 mile view. Then stay for the free BBQ and potluck dinner beginning at 5:00 pm (CDT) and hosted by the Cumberland Point Condominium Association. Bring a lawn chair or two, mingle and get to know your new neighbors. Above all else, explore Renegade Mountain to see its natural beauty, scenic views and abundant wildlife, learn the history and see the sights. It is said, and actually true, that the winds sweeping off the Rocky Mountains at 2700 feet, don't encounter a single obstacle on their 2000 mile journey to the east until they gently sway the wind chimes on your front porch. And, yes there is water! The Renegade entrance is located near Crab Orchard (I40, exit 329), just 2 miles east on U.S. 70. For more information find Renegade Mountain on Facebook, visit our website at www.renegademountaincc.com or call the President at 931-200-2411. Don't miss this event!

Thanks for supporting OUR community,

John Moore
President
931-200-2411

Exhibit

3

Shiva Bozarth

From: Melanie E. Davis [mdavis@kizer-black.com]
Sent: Friday, February 20, 2015 3:27 PM
To: Shiva Bozarth
Subject: RE: Wendell Harkleroad and Eagle's Nest; Crab Orchard. Renegade

Dear Shiva:

Thanks for the letter on Eagle's Nest.

I just wanted to let you know that we are still working with Crab Orchard Utility District and providing them with information. It sounds like they will come around on taking the system and are in the process of getting their ducks in a row to do so.

So a no is not always a no

I hope to see you soon at docket sounding or otherwise.

Best wishes and stay warm,

Melanie

Melanie E. Davis
Kizer & Black Attorneys, PLLC
329 Cates Street
Maryville, Tennessee 37801
Phone: (865) 980-1625
Fax: (865) 980-1640

The information contained in this electronic transmission is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this electronic message is strictly prohibited.

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From: Shiva Bozarth [<mailto:Shiva.K.Bozarth@tn.gov>]
Sent: Monday, February 02, 2015 3:12 PM
To: 'Melanie E. Davis'
Subject: Wendell Harkleroad and Eagle's Nest

Melanie,

I had a voicemail from Mr. Harkleorad this morning. Since he is represented by you I am responding to you as opposed to calling him back. He requested that the TRA in some way ensure that his development can access water through Laurel Hills by March 1.

As I have indicated to you I am unsure whether the TRA has the Authority to require an uncertificated utility to serve ne customers. The fact is that the agency determined (and you argued) that Laurel Hills is not competent to provide utility service. I am certainly not in a position to request that Laurel Hills do so. I indicated to you previously that if this request were going to be presented to the directors it would have to be outside a Show Cause proceeding. I am not sure what the Authority's response to such a request would be.

As we have discussed at the conclusion of the Show Cause proceeding there will likely be a decision to request that the Chancery Court place Laurel Hills into receivership. At that time the receiver may determine that adding customers is in the best interest of the utility but I do not know what decision a receiver would make and whether the Authority would approve that decision. Also as we discussed the receivership will be most likely be very expensive for the customers.

When we last spoke I indicated that solution whereby Crab Orchard or another company too ownership of the system was the fastest and likely cheapest way for the current and future customers of Laurel Hills to obtain water service. I continue to believe that is still a viable solution.

Thanks for your attention to this matter and please do not hesitate to contact me.

Sincerely,

Shiva K. Bozarth, Chief
Compliance Division
Tennessee Regulatory Authority
502 Deaderick Street 4th Floor
Nashville, TN 37243