



WOOLF, McCLANE, BRIGHT, ALLEN & CARPENTER, PLLC

A T T O R N E Y S

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J. NICHOLAS ARNING, JR.
HUGH B. BRIGHT, JR.
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C. ELIZA SCOTT
C. GAVIN SHEPHERD
M. AARON SPENCER
ROBERT L. VANCE
LOUIS C. WOOLF (RETIRED)

November 16, 2017

Via Electronic Mail and Federal Express
(tpuc.docketroom@tn.gov)

Tory Lawless, Acting Docket Manager
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243

Re: *In Re: Petition of the Laurel Hills Water System Receivership for Provisional Certificate of Public Convenience and Necessity*
Tennessee Public Utility Commission, Docket No. 17-00098

Dear Ms. Lawless:

Attached is Renegade Mountain Community Club's Responses to Interrogatories and First Request for Production of Documents from Receivership Management, Inc. to be filed in the above-styled matter. The original and four copies will follow by Federal Express. Copies of the Responses have been served by first class mail on the parties listed in the Certificate of Service.

Thank you for your assistance in this matter.

Sincerely,

Daniel J. Moore

Page 2
November 16, 2017

DJM:ar
Enclosure

cc: Mr. Michael McClung
Robert Schwerer, Esq.
Aaron Conklin, Esq.
G. Everett Sinor, Jr., Esq.
Robert E. Moore, COO
James L. Gass, Esq.
Scott D. Hall, Esq.
Roger York, Esq.
Vance L. Broemel, Esq.
Daniel P. Whitaker, III, Esq.

**IN THE TENNESSEE PUBLIC UTILITY COMMISSION
AT NASHVILLE, TENNESSEE**

IN RE:)	
)	
PETITION OF THE LAUREL HILLS)	
WATER SYSTEM IN RECEIVERSHIP)	Docket No. 17-00098
FOR PROVISIONAL CERTIFICATE OF)	
PUBLIC CONVENIENCE AND NECESSITY)	

**RENEGADE MOUNTAIN COMMUNITY CLUB'S
RESPONSES TO INTERROGATORIES AND
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS
FROM RECEIVERSHIP MANAGEMENT, INC.**

Comes now Renegade Mountain Community Club (hereinafter sometimes the "Community Club" or "RMCC"), by and through counsel, and respectfully submits these Responses to Interrogatories and First Request for Production of Documents from Receivership Management, Inc. ("Petitioner").

RESPONSES TO INTERROGATORIES

Interrogatory No. 1: Attached as **Exhibit A** and incorporated herein by reference is a map of the Renegade Mountain area. Please mark, with an identifiable color highlight, all areas in which the RMCC "is charged with the maintenance of common areas of the Renegade Mountain subdivision, including, but not limited to, easement upon the roads, for the benefit of the members of the [RMCC]".

RESPONSE: Objection. Renegade Mountain Community Club is not a licensed surveyor and has no way to evaluate the accuracy or completeness of the crude drawings produced as **Exhibits A, B, C, and E** to the requests, or to render accurately the areas in question. The discovery sought is (i) unreasonably cumulative or duplicative or is obtainable

from some other source that is more convenient, less burdensome, or less expensive; and (ii) the discovery is unduly burdensome or expensive, taking into account the needs of the case, the amount in controversy, and limitations on the parties' time and resources.

Interrogatory No. 2: As to all areas marked in response to Interrogatory No. 1, please state the basis upon which the RMCC asserts that it is charged with maintenance of those areas.

RESPONSE: Objection. See response 1 above. Subject to objections, the court's Order entered on June 16, 2016 in Cumberland County Chancery Court Case Numbers 2011-CH-508, and NO. 2012-CH-527 at ¶ 24 states, in part, that "RMCC has the power to maintain and control the platted roads in Renegade Resort, subject to legal, existing easements, Moy Toy, LLC has the power to maintain and control the unplatted roads owned by it with the exception of the entrance road, Renegade Mountain Parkway, and the bridge located at the entrance to Renegade Mountain, which shall be maintained and controlled by the RMCC."

Interrogatory No. 3: Attached as **Exhibit B** and incorporated herein by reference is a map of the Renegade Mountain area. Please mark, with an identifiable color highlight, all areas over which the RMCC asserts control regarding the operation, placement, or maintenance of water lines.

RESPONSE: Objection. See response 1 above.

Interrogatory No. 4: As to all areas marked in response to Interrogatory No. 3, please state the basis upon which the RMCC asserts that it has control regarding the operation, placement, or maintenance of water lines.

RESPONSE: Objection. See response 1 above.

Interrogatory No. 5: Attached as **Exhibit C** and incorporated herein by reference is a map of the Renegade Mountain area. Please mark, with an identifiable color highlight, all areas over which the RMCC asserts ownership.

RESPONSE: Objection. See response 1 above.

Interrogatory No. 6: As to all areas marked in response to Interrogatory No. 5, please state the basis upon which the RMCC asserts ownership over the areas so marked.

RESPONSE: Objection. See response 1 above.

Interrogatory No. 7: Attached as **Exhibit D** and incorporated herein by reference is an Irrevocable License Agreement for Existing Utility Purposes, dated February 3, 2016 [hereinafter the "Irrevocable License Agreement"]. Please state whether you assert that the Irrevocable License Agreement has effect upon any right you assert regarding the "common areas of the Renegade Mountain subdivision, including, but not limited to, easements upon roads." If you assert that the Irrevocable License Agreement does not effect any right you assert, please state in detail why you so contend. If you do assert that the Irrevocable License Agreement has effect upon any right you assert, please state in detail what those rights are and how they are effected, and whether the RMCC agreed or consented to the Irrevocable License Agreement.

RESPONSE: Objection. Irrelevant. Renegade Mountain Community Club is not a party to the Agreement attached as **Exhibit D**. Moreover, this interrogatory seeks irrelevant information not reasonably calculated to lead to the discovery of admissible evidence, requests RMCC to perform research and tasks that are onerous, is overbroad, vague, and not related to any issue or fact in dispute, if any, concerning or relating to RMCC's ability to intervene and participate in this TPUC proceeding.

Interrogatory No. 8: Attached as **Exhibit E** and incorporated herein by reference is a map of the Renegade Mountain area. Please mark, with an identifiable color highlight, all “common areas” identified on the map provided in response to Interrogatory No. 1 and **Exhibit A**, including easements upon roads, that you assert are not addressed in the Irrevocable License Agreement.

RESPONSE: Objection. See responses 1 and 7 above.

Interrogatory No. 9: What is your business entity form, and please identify all owners, officers, directors, trustees, partners, members, association members and like persons.

RESPONSE: Renegade Mountain Community Club is a Tennessee nonprofit corporation. Its officers and directors are Michael M. McClung, director and Chairman; Phillip Guettler, director and President; and Matthew Guettler, director and Treasurer; and Joseph P. McClung, director and Vice President.

Interrogatory No. 10: Please identify any ownership, directors, officers, trustees, partners, members, association members and like persons of the RMCC in common, and explain in detail the commonality, with the following persons: Moy Toy, LLC, Laurel Hills Condominiums Property Owners Association, Terra Mountain Holdings, LLC, Mr. Michael McClung, Mr. Phillip Guettler, and Mr. Rob Schwerer.

RESPONSE: Objection. See response 9 regarding RMCC. As to the others, none of the individuals or entities listed is a party to this matter. The discovery is unduly burdensome or expensive, taking into account the needs of the case, the amount in controversy, and limitations on the parties’ time and resources. This interrogatory seeks irrelevant information not reasonably calculated to lead to the discovery of admissible evidence, requests RMCC to perform research and tasks that are onerous, is overbroad, vague, and not related to any issue or

fact in dispute, if any, concerning or relating to RMCC's ability to intervene and participate in this TPUC proceeding.

REQUESTS FOR PRODUCTION OF DOCUMENTS

Request for Production No. 1: Produce a copy of your charter, bylaws, articles of association and/or organizational documents. Copies of the charter and current bylaws are attached as **Exhibits A and B**.

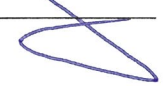
Request for Production No. 2: Produce all documents evidencing commonality as requested in interrogatory no. 10. Objection. See response number 10 above.

Request for Production No. 3: Produce all documents which evidence or relate to your responses to, and/or which were referenced or utilized in responding to, any interrogatory set forth above. See court order (response 2) attached as **Exhibit C**.

Respectfully submitted this 16th day of November, 2017.

Renegade Mountain Community Club

By: 

Michael McClung, Chairman 

WOOLF, McCLANE, BRIGHT, ALLEN
& CARPENTER, PLLC


Daniel J. Moore BPR No. 011615

Post Office Box 900

Knoxville, TN 37901-0900

Telephone: (865) 215-1000

Facsimile: (865) 215-1001

Attorneys for Renegade Mountain Community Club

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the foregoing pleading has been served upon the following counsel for the parties in interest herein by delivering same to the offices of said counsel, or by mailing same to the offices of said counsel by United States Mail with sufficient postage thereon to carry the same to its destination.

Aaron Conklin, Esq.
Staff Attorney
Tennessee Public Utility Commission
502 Deaderick Street, Fourth Floor
Nashville, Tennessee 37243

G. Everett Sinor, Jr.
Attorney at Law
Counsel for Receivership Management, Inc.
3504 Robin Road
Nashville, Tennessee 37204

Robert E. Moore, Jr.
Chief Operations Officer
1101 Kermit Drive, Suite 735
Nashville, Tennessee 37217

James L. Gass, Esq.
Ogle, Gass & Richardson
Counsel for Laurel Hills Condominiums
Property Owners Association
103 Bruce Street
Sevierville, Tennessee 37862

Scott D. Hall, Esq.
Counsel for Moy Toy, LLC
Counsel for Terra Mountain, LLC
74 Forks of the River Parkway
Sevierville, TN 37862

Roger York, Esq.
York & Bilbrey
456 North Main Street, Suite 201
Crossville, Tennessee 38555

Vance L. Broemel, Senior Counsel
Daniel P. Whitaker III, Assistant Attorney General
Counsel for Herbert H. Slatery, III, Attorney General
and Reporter State of Tennessee
Office of the Tennessee Attorney General
Public Protection Section
Consumer Protection and Advocate Division
P.O. Box 20207
Nashville, Tennessee 37202-0207

This the 16th day November, 2017.


Daniel J. Moore, Esq.



Tre Hargett
Secretary of State

Exhibit A

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

CFS
SUITE B
992 DAVIDSON DRIVE
NASHVILLE, TN 37205

Request Type: Certified Copies
Request #: 257416

Issuance Date: 11/15/2017
Copies Requested: 1

Document Receipt

Receipt #: 003660900

Filing Fee: \$20.00

Payment-Account - #00009 CFS, NASHVILLE, TN

\$20.00

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **RENEGADE MOUNTAIN COMMUNITY CLUB**, Control # 82588 was formed or qualified to do business in the State of Tennessee on 07/24/1972. **RENEGADE MOUNTAIN COMMUNITY CLUB** has a home jurisdiction of **TENNESSEE** and is currently in an Active status. The attached documents are true and correct copies and were filed in this office on the date(s) indicated below.

Tre Hargett
Secretary of State

Processed By: Nichole Hambrick

The attached document(s) was/were filed in this office on the date(s) indicated below:

Reference #	Date Filed	Filing Description
B029P2347	07/24/1972	Initial Filing
433 01612	08/16/1983	Articles of Amendment
433 01614	08/16/1983	Registered Agent Change (by Entity)
498 03457	10/19/1984	Articles of Amendment
543 02017	05/09/1985	Dissolution/Revocation - Administrative
684 00615	04/28/1987	Administrative Amendment
683 02909	04/30/1987	Administrative Amendment
685 00279	05/01/1987	Application for Reinstatement
685 01555	05/06/1987	Articles of Amendment
685 01556	05/06/1987	Registered Agent Change (by Entity)
2568-0376	10/13/1992	CMS Annual Report Update
2883-0558	08/23/1994	CMS Annual Report Update
3317-2026	03/31/1997	CMS Annual Report Update
ROLL 4006	09/15/2000	Dissolution/Revocation - Administrative

The attached document(s) was/were filed in this office on the date(s) indicated below:

Reference #	Date Filed	Filing Description
4314-1171	10/05/2001	1999 Annual Report (Due 04/01/2000)
4314-1175	10/05/2001	Application for Reinstatement
ROLL 4915	09/19/2003	Dissolution/Revocation - Administrative
4998-1231	01/02/2004	Application for Reinstatement
5414-3182	04/01/2005	2004 Annual Report (Due 04/01/2005)
ROLL 6097	08/27/2007	Dissolution/Revocation - Administrative
6801-0965	12/13/2010	Application for Reinstatement
A0085-2165	06/24/2011	2010 Annual Report (Due 04/01/2011)
A0099-1063	01/04/2012	2011 Annual Report (Due 04/01/2012)
A0145-1518	10/25/2012	Registered Agent Change (by Entity)
A0146-1139	12/01/2012	2012 Annual Report (Due 04/01/2013)
7150-2975	02/22/2013	Articles of Correction
B0349-6235	02/22/2017	2016 Annual Report (Due 04/01/2017)

Form No. 1A
Section 48-202
Not for Profit

CHARTER
OF
RENEGADE COMMUNITY CLUB

The undersigned natural person or persons, having capacity to contract and acting as the incorporator or incorporators of a corporation under the Tennessee General Corporation Act, adopt the following charter for such corporation:

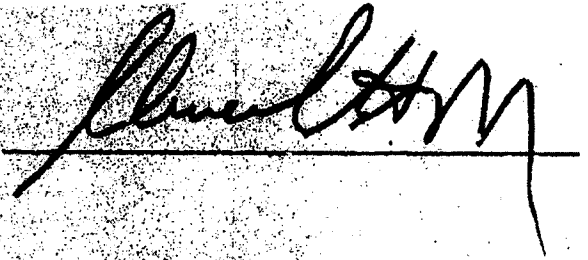
1. The name of the corporation is Renegade Community Club.
2. The duration of the corporation is perpetual.
3. The address of the principal office of the corporation in the State of Tennessee shall be Renegade Resort, Crossville, Tennessee.
4. The corporation is not for profit.
5. The purpose or purposes for which the corporation is organized are:

To promote the facilities and utilities of the Renegade Resort, and to provide for better services to members of the Club, and to exercise any and all powers permitted by law to non-profit corporations.

6. This corporation shall have as its members the various lot owners at Renegade Resort.

1972 JUL

Dated, July 21, 1972.



VOLUME 0-29, PAGE 2348

I, JOE C. CARR, Secretary of State, do certify that
this Charter, with certificate attached, the foregoing of which
is a true copy, was this day registered and certified to by me.

This the 24th day of July, 1972.

JOE C. CARR,
SECRETARY OF STATE

FEE: \$ 10.00

FILED
SECRETARY OF STATE
1983 AUG 16 PM 3:58

RESTATED CHARTER

RENEGADE COMMUNITY CLUB, INC.

Pursuant to the provisions of Section 48-304 of the Tennessee General Corporation Act, the undersigned corporation not for profit adopts the following restated charter:

PART I:

1. The name of the corporation is Black Mountain Community Club, Inc.
2. The duration of the corporation is perpetual.
3. The address of the principal office of the corporation in the State of Tennessee shall be Renegade Resort, Crab Orchard, County of Cumberland.
4. The corporation is not for profit.
5. The purpose or purposes for which the corporation is organized are: Civic and recreational development for the club members and their guests. The corporation shall be authorized to do and perform all other things, matters and functions which are lawful under the laws of the State of Tennessee and of the United States, its territories, possessions and protectorates or any country with which there is a treaty permitting this corporation to function.
6. This corporation is to have members.

PART II

1. The date the original charter was filed by the secretary of State was July 28, 1972.
2. The restated charter restates the text of the charter, as previously amended, further amends or changes the charter as specified below, and was duly authorized at a meeting of the directors on July 15,

437 1983
FILED
SECRETARY OF STATE
1983 AUG 16 PM 3:59

1983; the name of the corporation is changed from Renegade Community Club, Inc. to Black Mountain Community Club, Inc., the date it will be effective is August 15, 1983.

Dated August 5, 1983.

Renegade Community Club Inc.
RENEGADE COMMUNITY CLUB, INC.

BY: John Camp - Vice-President
JOHN CAMP, VICE-PRESIDENT

433 1614

FILED
SECRETARY OF STATE
AUG 16 PM 3:59

Form No. 28
January 25, 1968
For filing
Not for Public

DESIGNATION, REVOCATION OR CHANGE

OF

REGISTERED AGENT

OF

RENEGADE COMMUNITY CLUB, INC.

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-1201 of the Tennessee General Corporation Act, the undersigned foreign or domestic corporation or the incorporator or incorporators of a domestic corporation being organized under the Act submit the following statement for the purpose of designating, revoking or changing, as the case may be, the registered agent for the corporation in the state of Tennessee:

1. The name of the corporation is RENEGADE COMMUNITY CLUB, INC.

The address of the corporation is Renegade Resort, Crab Orchard, Tennessee 37723

If a foreign corporation, state or country of incorporation _____

2. The name and street address of its registered agent in the State of Tennessee shall be

John Camp, 135 South Main Street, Sparta, TN 38583

Dated August 2, 1983

RENEGADE COMMUNITY CLUB, INC.

Name of Corporation

By

John Camp - Vice President
(Title)

(Incorporator
or incorporators,
if corporation is
being organized)

FILED
SECRETARY OF STATE

1984 OCT 18 PM 2:44

ARTICLES OF AMENDMENT OF THE

CHARTER

OF

BLACK MOUNTAIN COMMUNITY CLUB, INC.

Comes Black Mountain Community Club, Inc., a Tennessee non-profit corporation, pursuant to the provisions of Tennessee Code Annotate, §48-301, et seq., and submits the following Articles of Amendment to its restated Charter, issued by the State of Tennessee on August 16, 1983.

- (a) The name of the corporation is BLACK MOUNTAIN COMMUNITY, INC.
- (b) The restated Charter of the corporation is amended to change the corporate name from BLACK MOUNTAIN COMMUNITY, INC. to RENEGADE COMMUNITY CLUB, INC.
- (c) This Amendment was adopted at a duly called meeting of the Board of Directors of the corporation on October 1, 1984.

Submitted, this 1st day of October, 1984.

BLACK MOUNTAIN COMMUNITY CLUB,
INC.

BY Leck

Its Secretary-Treasurer

ATTEST:

J. W. C. C. C.
Asst. Secretary

543 2017

FILED
SECRETARY OF STATE

State of Tennessee

MAY -9 AM 7:38

OFFICE OF THE
SECRETARY OF STATEJAMES K. POLK BUILDING
Nashville, TN 37219JAMES K. POLK BUILDING
Nashville, TN 37219JAMES K. POLK BUILDING
Nashville, TN 37219Department of State
Nashville, TN 37219

0082588

07/24/72

RENEGADE COMMUNITY CLUB, INC.

RENEGADE RESORT
CROSSVILLE

TN 38555

NOTICE OF
REVOCATIONJAMES K. POLK BUILDING
Nashville, TN 37219JAMES K. POLK BUILDING
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Nashville, TN 37219

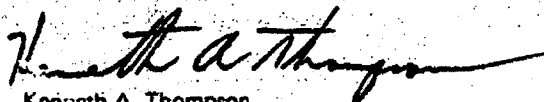
Pursuant to Tennessee Code Annotated Section 48-1301(5)(e), the charter/certificate of authority of the above corporation is hereby revoked for failure to file the Corporation Annual Report. The charter/certificate of authority may be reinstated when the corporation has filed all reports and paid all fees, taxes, penalties, and interest due the state; provided, however, that the corporate name has not been taken by another corporation; and proof has been furnished, as indicated below, that no third party will be injured thereby.

Should you wish to request initiation of the reinstatement procedure, please complete the certification below and return this letter to:

Secretary of State
Attention: Reinstatement
James K. Polk Building, Suite 600
Nashville, TN 37219-5040

For further information you may wish to call this office at phone number (615) 741-4994.

Sincerely,



Kenneth A. Thompson
Director of Services

KAT:mdc

Request for Reinstatement

This is to request the initiation of procedures to reinstate the above corporation and to certify that no third party will be injured by such reinstatement. We understand that the requisite annual report(s) (and/or amendment form for change of address) will be mailed to the above address, unless otherwise indicated, upon return of this letter and that all tax payments must be current.

signed

title

date

CORPORATION ANNUAL REPORT

STATE OF TENNESSEE

SECRETARY OF STATE



THIS REPORT IS DUE ON OR BEFORE November 1, 1985

READ NOTICE AND INSTRUCTIONS ON OTHER SIDE BEFORE MAKING ENTRIES

(1) (a) CORPORATION CONTROL NUMBER: <u>0082588</u> THIS REPORT WILL NOT BE FILED WITHOUT THIS NUMBER	(2) ENTER CHANGE OF ADDRESS OF CORPORATION'S PRINCIPAL OFFICE IN THE STATE OF INCORPORATION.
(1) (b) NAME AND ADDRESS OF CORPORATION: Renegade Community Club, Inc. Renegade Resort Crossville, Tn. 38555 7/24/72 D Not for Profit IF THE ABOVE ADDRESS IS INCORRECT IN ANY WAY, PLEASE CORRECT IN BLOCK 2	STREET ADDRESS <u>Highway 70 East</u> P.O. BOX NUMBER <u>P.O. Box 95</u> CITY <u>Crab Orchard</u> STATE <u>Tennessee</u> ZIP CODE <u>37723</u> NOTICE: ADDRESS CHANGE ENTERED ON THIS REPORT WILL NOT BE OF RECORD. SEE INSTRUCTIONS.
	(3) FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) <u>59-2344853</u>

(4) PRINCIPAL OFFICE OR PLACE OF BUSINESS IN TENNESSEE IF A FOREIGN CORPORATION:
STREET ADDRESS Not Applicable CITY, STATE, ZIP CODE _____

(5) NAMES AND STREET AND MAILING ADDRESSES OF EACH OFFICER MUST BE COMPLETED: (ATTACH SEPARATE SHEET IF NECESSARY.)

TITLE	NAME	STREET AND MAILING ADDRESS	CITY, STATE, ZIP CODE
PRESIDENT	Thomas W. Mosser,	Hwy 70 East, P.O. Box 95, Crab Orchard,	Tennessee 37723
VICE PRESIDENT			
SECRETARY	John Gilbert,	Hwy 70 East, P.O. Box 95, Crab Orchard,	Tennessee 37723
TREASURER	John Gilbert,	Hwy 70 East, P.O. Box 95, Crab Orchard,	Tennessee 37723

(6) NAMES AND STREET AND MAILING ADDRESSES OF BOARD OF DIRECTORS MUST BE COMPLETED: (ATTACH SEPARATE SHEET IF NECESSARY.)

NAME	STREET AND MAILING ADDRESS	CITY, STATE, ZIP CODE
Howard G. McDonald,	Hwy 70 East, P.O. Box 95, Crab Orchard,	Tennessee 37723
Don Bissette,	Hwy 70 East, P.O. Box 95, Crab Orchard,	Tennessee 37723
Betty Mobley,	Hwy 70 East, P.O. Box 95, Crab Orchard,	Tennessee 37723

(7) NAME AND ADDRESS OF REGISTERED AGENT: John Camp 135 South Main Street Sparta, Tn. 38583	(8) CURRENT REGISTERED AGENT, IF DIFFERENT FROM BLOCK 7 OR NOT ON RECORD: NAME <u>Joe M. Looney</u> STREET ADDRESS <u>Second Street & Rector Avenue</u> CITY, STATE, ZIP CODE <u>Crossville, Tennessee 38555</u>
------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

(9) THE NATURE AND CHARACTER OF THE BUSINESS IN WHICH THE CORPORATION IS ENGAGED IS:
Property Owners Association

REMIT TEN DOLLARS (\$10.00), MADE PAYABLE TO TENNESSEE SECRETARY OF STATE. (CHECKS OR MONEY ORDERS ARE PREFERRED)

MAIL REMITTANCE AND COMPLETED FORM TO:
TENNESSEE SECRETARY OF STATE
JAMES K. POLK BUILDING, SUITE 600
NASHVILLE, TENN. 37219

(10) UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS REPORT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT, AND COMPLETE.

SIGNATURE [Signature]
TITLE PRESIDENT DATE 4/23/87

CORPORATION ANNUAL REPORT

STATE OF TENNESSEE

SECRETARY OF STATE



THIS REPORT IS DUE ON OR BEFORE November 1, 1986

READ NOTICE AND INSTRUCTIONS ON OTHER SIDE BEFORE MAKING ENTRIES

(1) (a) CORPORATION CONTROL NUMBER: 0082588
THIS REPORT WILL NOT BE FILED WITHOUT THIS NUMBER

(1) (b) NAME AND ADDRESS OF CORPORATION:

Renegade Community Club, Inc.

Renegade Resort
Crossville, Tn. 38555

7/24/72 D Not for Profit

IF THE ABOVE ADDRESS IS INCORRECT IN ANY WAY, PLEASE CORRECT IN BLOCK 2

(2) ENTER CHANGE OF ADDRESS OF CORPORATION'S
PRINCIPAL OFFICE IN THE STATE OF INCORPORATION

STREET ADDRESS

Highway 70 East

P.O. BOX NUMBER

P. O. Box 95

CITY

Crab Orchard

STATE

Tennessee

37723

ZIP CODE

NOTICE: ADDRESS CHANGE ENTERED ON THIS REPORT
WILL NOT BE OF RECORD: SEE INSTRUCTIONS

(3) FEDERAL EMPLOYER IDENTIFICATION NUMBER

(FEN)

59-2344853

(4) PRINCIPAL OFFICE OR PLACE OF BUSINESS IN TENNESSEE IF A FOREIGN CORPORATION:

STREET ADDRESS NOT APPLICABLE CITY, STATE, ZIP CODE

(5) NAMES AND STREET AND MAILING ADDRESSES OF EACH OFFICER MUST BE COMPLETED: (ATTACH SEPARATE SHEET IF NECESSARY.)

TITLE	NAME	STREET AND MAILING ADDRESS	CITY, STATE, ZIP CODE
-------	------	----------------------------	-----------------------

PRESIDENT	Thomas W. Mosser,	Hwy 70 East, P. O. Box 95, Crab Orchard,	Tennessee 37723
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VICE PRESIDENT

SECRETARY	John Gilbert,	Hwy 70 East, P. O. Box 95, Crab Orchard,	Tennessee 37723
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TREASURER	John Gilbert,	Hwy 70 East, P. O. Box 95, Crab Orchard,	Tennessee 37723
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(6) NAMES AND STREET AND MAILING ADDRESSES OF BOARD OF DIRECTORS MUST BE COMPLETED: (ATTACH SEPARATE SHEET IF NECESSARY.)

NAME	STREET AND MAILING ADDRESS	CITY, STATE, ZIP CODE
------	----------------------------	-----------------------

Howard G. McDonald,	Hwy 70 East, P. O. Box 95, Crab Orchard,	Tennessee 37723
---------------------	------------------------------------------	-----------------

Don Bissett,	Hwy 70 East, P. O. Box 95, Crab Orchard,	Tennessee 37723
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Betty M. Mable,	Hwy 70 East, P. O. Box 95, Crab Orchard,	Tennessee 37723
-----------------	------------------------------------------	-----------------

(7) NAME AND ADDRESS OF REGISTERED AGENT:

John Camp
135 South Main Street
Sparta, Tn. 38583

(8) CURRENT REGISTERED AGENT, IF DIFFERENT FROM BLOCK 7 OR NOT ON RECORD:

NAME

Joe M. Looney

STREET ADDRESS

Second Street & Rector Avenue

CITY, STATE, ZIP CODE

Crossville, Tennessee 38555

(9) THE NATURE AND CHARACTER OF THE BUSINESS IN WHICH THE CORPORATION IS ENGAGED IS:

Property Owners Association

REMIT TEN DOLLARS (\$10.00) MADE PAYABLE TO TENNESSEE
SECRETARY OF STATE (CHECKS OR MONEY ORDERS ARE PREFERRED)

MAIL REMITTANCE AND COMPLETED FORM TO:

TENNESSEE SECRETARY OF STATE
JAMES K. POLK BUILDING, SUITE 500
NASHVILLE, TENN. 37219

(10) UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE
EXAMINED THE REPORT, AND TO THE BEST OF MY KNOWLEDGE
AND BELIEF, IT IS TRUE, CORRECT, AND COMPLETE.

SIGNATURE

TITLE

PRESIDENT

DATE 4/23/87

State of Tennessee



WASH DC (PACENT)
AIR MAIL

Department of State
Nashville, TN 37219

May 5, 1967

6. 结论

70-81-201-2956

707-572-3689

101-1174-2350

● 2014 年 12 月 1 日

1974-1975

10-10-68
 10-10-68

ADMINISTRATIVE PROCEDURES
(615) 741-7009

Benpade Community Club, Incorporated
Post Office Box 95
Oak Harbor, Washington 98113

RE: Re: Community Club, Incorporated #0062588

Dear Sir:

The corporate charter/certificate of authority of the above captioned corporation was reinstated by the Secretary of State on May 1, 1987

If you have any questions or desire additional information, please contact this office at (615) 741-4994.

Sincerely,

Kenneth A. Thompson
Director of Services

KAT: 55

FILED
SECRETARY OF STATE

1987 MAY -6 PM 4:14

ARTICLES OF AMENDMENT OF THE

CHARTER

OF

RENEGADE COMMUNITY CLUB, INC.

Comes Renegade Community Club Inc., a Tennessee non-profit corporation, pursuant to the provisions of Tennessee Code Annotated §48-1-301, et seq., and submits the following Articles of Amendment to its restated Charter issued by the State of Tennessee on August 16, 1983:

(a) The name of the corporation is RENEGADE COMMUNITY CLUB, INC.

(b) The restated Charter of the corporation is amended to change the corporate name from Renegade Community Club, Inc. to CUMBERLAND GARDENS COMMUNITY CLUB.

(c) This Amendment was adopted at a duly called meeting of the Board of Directors of the corporation on January 8, 1987.

Submitted this 25th day of February, 1987.

RENEGADE COMMUNITY CLUB, INC.

BY 

RECEIVED
SECRETARY OF STATE
1987 MAY -6 PM 4:14

DESIGNATION OF REGISTERED AGENT
OF
RENEGADE COMMUNITY CLUB, INC.

To the Secretary of State of the State of Tennessee:

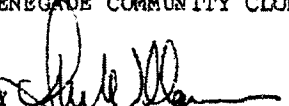
Pursuant to the provisions of Section 48-1-1201 of the Tennessee General Corporation Act, the undersigned officer of Renegade Community Club, Inc., a Tennessee corporation, submits the following statement for the purpose of designating a new registered agent for the corporation in the State of Tennessee:

1. The name of the corporation is RENEGADE COMMUNITY CLUB, INC.
2. The name and address of the corporation's registered agent in the State of Tennessee shall be JOE M. LOGNEY, Second Street and Rector Avenue, P. O. Box 2799, Crossville, Tennessee 38555.

DATED: April 23, 1987.

RENEGADE COMMUNITY CLUB, INC.

BY


THOMAS W. MOSSER, PRESIDENT

SECRETARY OF STATE
SUITE 1000, JAMES K. POLK BUILDING
NASHVILLE, TN 37243-0300

FILING FEE - \$10.00; PRIVILEGE TAX - \$10.00; TOTAL AMOUNT DUE - \$20.00

CURRENT FISCAL YEAR CLOSED MONTH: 07
CORRECT MONTH IS: _____
THIS REPORT IS DUE ON OR BEFORE: 11/01/92

(1) SECRETARY OF STATE CONTROL NUMBER: 0082588 OR FEDERAL EMPLOYER IDENTIFICATION NUMBER: 59-2344853

(2A) NAME AND MAILING ADDRESS OF CORPORATION: CUMBERLAND GARDENS COMMUNITY CLUB
PO BOX 95
CRAB ORCHARD, TN 37723

(2B) STATE OR COUNTRY OF INCORPORATION: TENNESSEE

(2C) ADD OR CHANGE MAILING ADDRESS:

D. 07/24/1972 NON-PROFIT

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

RENEGADE RESORT, CROSSVILLE, TN 38555

B. CHANGE OF PRINCIPAL ADDRESS:

STREET: Hwy 70 East CITY: Crab Orchard STATE: TN ZIP CODE + 4: 37723-0288

*** BLOCKS 4A AND 4B MUST BE COMPLETED OR THE ANNUAL REPORT WILL BE RETURNED ***

(4) A. NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS
(ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
PRESIDENT	Jonathan Cameron-Hayes	450 Australian Ave.	South West Palm Beach FL 33401
SECRETARY	Paul Drake	P. O. Box 94	Crab Orchard, TN 37723-0094

B. BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY.)

NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
H. Glenn McDonald	P. O. Box 288	Crab Orchard TN 37723-0288

(5) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

JOE M LOONEY

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

2ND ST & RECTOR, CROSSVILLE, TN 38555

(6) INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE

(BLOCK 5A AND/OR 5B) THERE IS AN ADDITIONAL \$10.00 FILING FEE AND \$10.00 PRIVILEGE TAX FOR A TOTAL OF \$20.00 REQUIRED FOR CHANGES MADE TO INFORMATION

A. CHANGE OF REGISTERED AGENT

B. CHANGE OF REGISTERED OFFICE

STREET: _____ CITY: _____ STATE: TN ZIP CODE + 4: _____ COUNTY: _____

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED BELOW:

MUTUAL

IF BLANK OR CHANGE, PLEASE CHECK APPROPRIATE BOX:

☐ PUBLIC
☐ MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX UNLESS OTHERWISE INDICATED:

☐ RELIGIOUS

(8) SIGNATURE: 
(9) TYPE/PRINT NAME OF SIGNER: Paul Drake

(10) DATE: 10/9/92
(11) TITLE OF SIGNER: Secretary

*** THIS REPORT MUST BE DATED AND SIGNED ***

CORPORATION ANNUAL REPORT STATE OF TENNESSEE SECRETARY OF STATE SUITE 1800, JAMES K. POLK BUILDING NASHVILLE, TN 37243-0306													
<small>FILING FEE - \$10.00; PRIVILEGE TAX - \$10.00; TOTAL AMOUNT DUE - \$20.00</small>													
<small>CURRENT FISCAL YEAR CLOSING MONTH:</small> 07 <small>CORRECT MONTH IS:</small> 12	<small>IF DIFFERENT, THIS REPORT IS DUE ON OR BEFORE</small> 11/01/94												
<small>(1) SECRETARY OF STATE CONTROL NUMBER:</small> 0082588 <small>OR FEDERAL EMPLOYER IDENTIFICATION NUMBER:</small> 59-2344853													
<small>(2A) NAME AND MAILING ADDRESS OF CORPORATION:</small> CUMBERLAND GARDENS COMMUNITY CLUB PO BOX 95 CRAB ORCHARD, TN 37723	<small>(2B) STATE OR COUNTRY OF INCORPORATION:</small> TENNESSEE <small>(2C) ADD OR CHANGE MAILING ADDRESS:</small> P.O. BOX 288 CRAB ORCHARD, TN 37723												
0 07/24/1972 NON-PROFIT													
<small>(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:</small> HWY 70 EAST, CRAB ORCHARD, TN 37723-0288 <small>B. CHANGE OF PRINCIPAL ADDRESS:</small> <div style="display: flex; justify-content: space-between;"> <u>STREET</u> <u>CITY</u> <u>STATE</u> <u>ZIP CODE + 4</u> </div>													
** BLOCKS 4A AND 4B MUST BE COMPLETED OR THE ANNUAL REPORT WILL BE RETURNED **													
<small>(4) A. NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF PRINCIPAL OFFICERS (ATTACH ADDITIONAL SHEET IF NECESSARY.)</small> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%; text-align: left;"><small>TITLE</small></th> <th style="width: 40%; text-align: left;"><small>NAME</small></th> <th style="width: 50%; text-align: left;"><small>CITY, STATE, ZIP CODE + 4</small></th> </tr> <tr> <td><small>PRESIDENT</small></td> <td>JONATHAN CAMERON-HAYES</td> <td>400 S. ... PALM BEACH, FL 33401</td> </tr> <tr> <td><small>SECRETARY</small></td> <td>PAUL DRAKE, SR.</td> <td>200 ... CRAB ORCHARD, TN 37723</td> </tr> <tr> <td><small>TREASURER</small></td> <td>GLENN McDONALD</td> <td>... CRAB ORCHARD, TN 37723</td> </tr> </table> <small>B. BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESSES INCLUDING ZIP CODES) (ATTACH ADDITIONAL SHEET IF NECESSARY.)</small> <input type="checkbox"/> SAME AS ABOVE <input type="checkbox"/> NONE <small>OR LIST BELOW:</small> <small>NAME</small> <small>CITY, STATE, ZIP CODE + 4</small>		<small>TITLE</small>	<small>NAME</small>	<small>CITY, STATE, ZIP CODE + 4</small>	<small>PRESIDENT</small>	JONATHAN CAMERON-HAYES	400 S. ... PALM BEACH, FL 33401	<small>SECRETARY</small>	PAUL DRAKE, SR.	200 ... CRAB ORCHARD, TN 37723	<small>TREASURER</small>	GLENN McDONALD	... CRAB ORCHARD, TN 37723
<small>TITLE</small>	<small>NAME</small>	<small>CITY, STATE, ZIP CODE + 4</small>											
<small>PRESIDENT</small>	JONATHAN CAMERON-HAYES	400 S. ... PALM BEACH, FL 33401											
<small>SECRETARY</small>	PAUL DRAKE, SR.	200 ... CRAB ORCHARD, TN 37723											
<small>TREASURER</small>	GLENN McDONALD	... CRAB ORCHARD, TN 37723											
<small>(5) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:</small> JOE M LOONEY <small>B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:</small> 2ND ST & RECTOR, CROSSVILLE, TN 38555													
<small>(6) INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE (BLOCK 5A AND/OR 5B) THERE IS AN ADDITIONAL \$10.00 FILING FEE AND \$10.00 PRIVILEGE TAX FOR A TOTAL OF \$20.00 REQUIRED FOR CHANGES MADE TO THIS INFORMATION.</small> <small>A. CHANGE OF REGISTERED AGENT:</small> _____ <small>B. CHANGE OF REGISTERED OFFICE:</small> <div style="display: flex; justify-content: space-between;"> <u>STREET</u> <u>CITY</u> <u>STATE</u> <u>ZIP CODE + 4</u> <u>COUNTY</u> </div>													
<small>(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED BELOW:</small> <div style="display: flex; justify-content: space-between;"> <div> MUTUAL </div> <div> <small>IF BLANK OR CHANGE, PLEASE CHECK APPROPRIATE BOX.</small> <input type="checkbox"/> PUBLIC <input checked="" type="checkbox"/> MUTUAL </div> </div> <small>B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX UNLESS OTHERWISE INDICATED</small> <input type="checkbox"/> RELIGIOUS													
<small>(8) SIGNATURE:</small> 	<small>(9) DATE:</small> 8-14-94 <small>(10) TYPE/PRINT NAME OF SIGNER:</small> JONATHAN CAMERON-HAYES <small>(11) TITLE OF SIGNER:</small> DIRECTOR												

**** THIS REPORT MUST BE DATED AND SIGNED ****

**CORPORATION ANNUAL REPORT
STATE OF TENNESSEE
SECRETARY OF STATE
SUITE 1800, JAMES K. POLK BUILDING
NASHVILLE, TN. 37243-0306**

AMOUNT DUE - \$25.00

CURRENT FISCAL YEAR CLOSING MONTH: 12

IF DIFFERENT,

THIS REPORT IS DUE ON OR BEFORE 04/01/97

(1) SECRETARY OF STATE CONTROL NUMBER: 0082588

OR FEDERAL EMPLOYER IDENTIFICATION NUMBER: 58-2344853

(2A.) NAME AND MAILING ADDRESS OF CORPORATION:

CUMBERLAND GARDENS COMMUNITY CLUB

P.O. BOX 288

CRAB ORCHARD, TN 37723

|||||

D 07/24/1972

NON-PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION:

TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

STATE RECEIVED
MAR 31 PM 4:47
SECRETARY OF STATE

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

HWY 70 EAST, CRAB ORCHARD, TN 37723-0288

B. CHANGE OF PRINCIPAL ADDRESS:

STREET
HWY 70 East, P.O. Box 288

CITY
Crab Orchard

STATE
TN

ZIP CODE + 4
37723-0288

**** BLOCKS 4A AND 4B MUST BE COMPLETED OR THE ANNUAL REPORT WILL BE RETURNED ****

(4) A. NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
(ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
PRESIDENT	Jonathan Cameron-Hayes	400 N. Congress Ave	WPB, FL 33401
SECRETARY	Raymond Lintin	P.O. Box 288 Crab Orchard, TN	37723
Treasurer	Glenn McDonald	P.O. Box 288 Crab Orchard, TN	37723

5. BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE): (ATTACH ADDITIONAL SHEET IF NECESSARY.) ☒ SAME AS ABOVE ☐ NONE
OR LISTED BELOW: NAME BUSINESS ADDRESS CITY, STATE, ZIP CODE + 4

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

JOE M LOONEY

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

2ND ST & RECTOR, CROSSVILLE, TN 38555

(8) INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(BLOCK 6A AND/OR 6B.) THERE IS AN ADDITIONAL \$25.00 REQUIRED FOR CHANGES MADE TO THIS INFORMATION.

A. CHANGE OF REGISTERED AGENT:

B. CHANGE OF REGISTERED OFFICE:

STREET

CITY

STATE
TN

ZIP CODE + 4

COUNTY

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR CHANGE, PLEASE CHECK APPROPRIATE BOX:

MUTUAL

☐ PUBLIC
☐ MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX UNLESS OTHERWISE INDICATED.

☐ RELIGIOUS

(9) SIGNATURE

Raymond Lintin

(9) DATE

03-25-97

(10) TYPE PRINT NAME OF SIGNER:

Raymond Lintin

(11) TITLE OF SIGNER

Secretary

**** THIS REPORT MUST BE DATED AND SIGNED ****

CONTINUED ON BACK

4006 2039

SECRETARY OF STATE
CORPORATIONS SECTION
WILLIAM R. SNODGRASS TOWER
312 EIGHTH AVENUE NORTH - SIXTH FLOOR
NASHVILLE, TENNESSEE 37243-0306

EFFECTIVE DATE: 09/15/00
TELEPHONE CONTACT: (615) 741-2286
CONTROL NUMBER: 0082588

JOE LOONEY
2ND ST & RECTOR
CROSSVILLE, TN 38555

RE: CUMBERLAND GARDENS COMMUNITY CLUB

CERTIFICATE OF ADMINISTRATIVE DISSOLUTION

Pursuant to the provisions of Sections 48-24-202 or 48-25-302 of the Tennessee Business Corporation Act or Sections 48-44-202 or 48-45-302 of the Tennessee Nonprofit Corporation Act, respectively, this constitutes notice that the above corporation, and any associated assumed name(s) is hereby administratively dissolved, if a Tennessee corporation, or that its certificate of authority is revoked, if a foreign corporation, for the following reason(s):

For failure to file the Corporation Annual Report, as required by Chapter 16 of the Tennessee Business Corporation Act or the Tennessee Nonprofit Corporation Act.

The corporation or its certificate of authority may be reinstated upon the elimination of the above indicated ground(s) and the filing of an application for reinstatement. The corporate name must be available and otherwise satisfy the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act. The reinstatement application fee is Seventy Dollars (\$70.00).

CORPORATION ANNUAL REPORT

Annual Report Filing Fee Due:

\$20, if no changes are made in block #6 to the registered agent/office, or
\$40, if any changes are made in block #6 to the registered agent/office

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Attn: Annual Report
312 Eighth Ave N, 8th Floor
William R. Snodgrass Tower
Nashville, TN. 37243

CURRENT FISCAL YEAR CLOSING MONTH 12
CORRECT MONTH IS

IF DIFFERENT,

THIS REPORT IS DUE ON OR BEFORE 04/01/00(1) SECRETARY OF STATE CONTROL NUMBER: 0082588

(2A) NAME AND MAILING ADDRESS OF CORPORATION:

CUMBERLAND GARDENS COMMUNITY CLUB
P.O. BOX 288
CRAB ORCHARD, TN 37723

(2B) STATE OR COUNTRY OF INCORPORATION:

TENNESSEE

(2C) ADD OR CHANGE MAILING ADDRESS:

D 07/24/1972 NON PROFIT

(3) A. PRINCIPAL ADDRESS, INCLUDING CITY, STATE, ZIP CODE:

HWY 70 EAST, P O BOX 288, CRAB ORCHARD, TN 37723-0288

B. CHANGE OF PRINCIPAL ADDRESS:

STREET

CITY

STATE

ZIP CODE + 4

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
(ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE

NAME

BUSINESS ADDRESS

CITY, STATE, ZIP CODE + 4

PRESIDENT

Edward Curtis 3712 Cumberland Gardens Trail P.O. Box 288 Crab Orchard, TN 37723-0288

SECRETARY

Michael E. Haines 3712 Cumberland Gardens Trail P.O. Box 288 Crab Orchard, TN 37723-0288

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACH ADDITIONAL SHEET IF NECESSARY.) IF SAME AS ABOVE, ☐ NONE
ON LISTED BELOW: NAME BUSINESS ADDRESS CITY, STATE, ZIP CODE + 4

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

JOE M LOONEY

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

2ND ST & RECTOR, CROSSVILLE, TN 38555

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE:

(1) CHANGE OF REGISTERED AGENT:

Cherry Daugherty

(2) CHANGE OF REGISTERED OFFICE:

3094 Cumberland Gardens Trail

STREET

CITY

STATE

ZIP CODE + 4

COUNTY

Crab Orchard

TN

37723-0288

Cumberland

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A
MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX: ☐ PUBLIC ☐ MUTUAL

MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK.

☐ RELIGIOUS

(8) SIGNATURE

Michael E. Haines

(9) DATE

9-28-01

(10) TYPE PRINT NAME OF SIGNER:

Michael E. Haines


(11) TITLE OF SIGNER

Secretary

** THIS REPORT MUST BE DATED AND SIGNED **

CONTINUED ON BACK

47

<div style="text-align: center;">  <p>State of Tennessee</p> <p>Department of State Corporate Filings 312 Eighth Avenue North 6th Floor, William R. Snodgrass Tower Nashville, TN 37243</p> </div> <div style="text-align: center; margin-top: 20px;"> <p>APPLICATION FOR REINSTATEMENT FOLLOWING ADMINISTRATIVE DISSOLUTION/REVOCATION</p> </div>	<p style="font-size: small; text-align: center;">For Office Use Only</p> <p style="text-align: center; font-weight: bold;">RECEIVED</p> <p style="text-align: center; font-weight: bold;">STATE OF TENNESSEE</p> <p style="text-align: center; font-weight: bold;">01 OCT -5 AM 10:52</p> <p style="text-align: center; font-weight: bold;">RILEY DARRHILL SECRETARY OF STATE</p>
<p>Pursuant to the provisions of Section 48-24-203 Section 48-25-303 of the Tennessee Business Corporation Act or Section 48-64-203 or Section 48-65-301 of the Tennessee Nonprofit Corporation Act, this application is submitted to the Office of the Secretary of State, State of Tennessee, for reinstatement.</p>	
<p>1. The name of the corporation is <u>CUMBERLAND GARDENS COMMUNITY CLUB</u></p> <p>(Name change if applicable) <u>RENEGADE MOUNTAIN COMMUNITY CLUB</u></p>	
<p>2. The effective date of its administrative dissolution/revocation is <u>September 15, 2000</u> (must be month, day, and year).</p>	
<p>3. The ground(s) for the administrative dissolution/revocation</p> <p><input type="checkbox"/> did not exist.</p> <p><input checked="" type="checkbox"/> has/have been eliminated. [NOTE: Please mark the applicable box.]</p>	
<p>4. The corporate name as listed in number one (1) satisfies the requirements of Tennessee Code Annotated Section 48-14-101 or 48-54-101, as appropriate.</p>	
<p>5. The corporation control number as assigned by the Secretary of State, if known is <u>0082588</u></p> <p>[NOTE (APPLIES TO FOR-PROFIT CORPORATIONS ONLY): Prior to this document being accepted for filing, the Division of Business Services will request tax clearance verification from the Tennessee Department of Revenue that the business has properly filed all reports and paid all required taxes and penalties. If we cannot obtain such tax clearance verification from the Department of Revenue, this document will be rejected and returned to the applicant.]</p>	
<p><u><i>Michael E. Haines</i></u> <u>9-28-01</u></p> <p>Signature Date</p>	<p><u>RENEGADE MOUNTAIN COMMUNITY CLUB F/K/A</u> <u>Cumberland Gardens Community Club</u></p> <p>Name of Corporation</p>
<p><u>Secretary</u></p> <p>Signer's Capacity</p>	<p><u><i>Michael E. Haines</i></u></p> <p>Signature</p>
<p><u>Michael E. Haines</u></p> <p>Name (typed or printed)</p>	
<div style="display: flex; justify-content: space-between; font-size: small;"> 439 Rev. 7/01) Filing Fee: \$70.00 RDA 1678 </div>	

4-2-1-15 1-2-1-13

SECRETARY OF STATE
CORPORATIONS SECTION
WILLIAM R. SNODGRASS TOWER
312 EIGHTH AVENUE NORTH - SIXTH FLOOR
NASHVILLE, TENNESSEE 37243-0306

EFFECTIVE DATE: 09/19/83
TELEPHONE CONTACT: (615) 741-2286
CONTROL NUMBER: 0082588

CHERRY DAUGHERTY
3094 CUMBERLAND -
GARDENS TRAIL
CRAB ORCHARD, TN 37723-0088

RE: RENEGADE MOUNTAIN COMMUNITY CLUB

CERTIFICATE OF ADMINISTRATIVE DISSOLUTION

Pursuant to the provisions of Sections 48-24-202 or 48-25-302 of the Tennessee Business Corporation Act or Sections 48-64-202 or 48-65-302 of the Tennessee Nonprofit Corporation Act, respectively, this constitutes notice that the above corporation, and any associated assumed name(s) is hereby administratively dissolved, if a Tennessee corporation, or that its certificate of authority is revoked, if a foreign corporation, for the following reason(s):

For failure to file the Corporation Annual Report, as required by Chapter 16 of the Tennessee Business Corporation Act or the Tennessee Nonprofit Corporation Act.

The corporation or its certificate of authority may be reinstated upon the elimination of the above indicated ground(s) and the filing of an application for reinstatement. The corporate name must be available and otherwise satisfy the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act. The reinstatement application fee is Seventy Dollars (\$70.00).

State of Tennessee



Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

**APPLICATION FOR REINSTATEMENT
FOLLOWING ADMINISTRATIVE
DISSOLUTION/REVOCATION**

RECEIVED
STATE OF TENNESSEE
2004 JAN -2 AM 10:08
RILEY DARNELL
SECRETARY OF STATE

Pursuant to the provisions of Section 48-24-203 or Section 48-25-303 of the Tennessee Business Corporation Act or Section 48-64-203 or Section 48-65-303 of the Tennessee Nonprofit Corporation Act, this application is submitted to the Office of the Secretary of State, State of Tennessee, for reinstatement.

1. The name of the corporation is Renegade Mountain Community Club
(Name change if applicable)

2. The effective date of its administrative dissolution/revocation is 7/19/03 (must be month, day, and year).

3. The ground(s) for the administrative dissolution/revocation

☐ did not exist.

☒ has/have been eliminated.

[NOTE: Please mark the applicable box.]

4. The corporate name as listed in number one (1) satisfies the requirements of Tennessee Code Annotated Section 48-14-101 or 48-54-101, as appropriate.

5. The corporation control number as assigned by the Secretary of State, if known is 0082588

[NOTE (APPLIES TO FOR-PROFIT CORPORATIONS ONLY): Prior to this document being accepted for filing, the Division of Business Services will request tax clearance verification from the Tennessee Department of Revenue that the business has properly filed all reports and paid all required taxes and penalties. If we cannot obtain such tax clearance verification from the Department of Revenue, this document will be rejected and returned to the applicant.]

12/30/03
Signature Date

Renegade Mountain Community Club
Name of Corporation

SECRETARY
Signer's Capacity

Michael E. Haines
Signature

Michael E. Haines
Name (typed or printed)

CORPORATION ANNUAL REPORT

Annual Report Filing Fee Due:

\$20, if no changes are made in block #6 to the registered agent/office, or
\$40, if any changes are made in block #6 to the registered agent/office

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Attn: Annual Report
312 Eighth Ave. N, 6th Floor
William R. Snodgrass Tower
Nashville, TN. 37243

CURRENT FISCAL YEAR CLOSING MONTH: 12

IF DIFFERENT,

CORRECT MONTH IS

THIS REPORT IS DUE ON OR BEFORE 04/01/05

(1) SECRETARY OF STATE CONTROL NUMBER: 0082588

(2A.) NAME AND MAILING ADDRESS OF CORPORATION:

RENEGADE MOUNTAIN COMMUNITY CLUB

P.O. BOX 288

CRAB ORCHARD, TN 37723

|||||

D 07/24/1972

NON-PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION:

TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

HWY 70 EAST, P O BOX 288, CRAB ORCHARD, TN 37723-0288

B. CHANGE OF PRINCIPAL ADDRESS:

STREET

CITY

STATE

ZIP CODE + 4

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.

(ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
PRESIDENT	Joseph L. Wucher	3227 Cumberland Gardens Trail	Crab Orchard, TN 37723
SECRETARY	Michael E. Haines	3227 Cumberland Gardens Trail	Crab Orchard, TN 37723

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACH ADDITIONAL SHEET IF NECESSARY.)

OR LISTED BELOW: NAME BUSINESS ADDRESS CITY, STATE, ZIP CODE + 4

☒ SAME AS ABOVE ☐ NONE

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

CHERRY DAUGHERTY

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

3094 CUMBERLAND -, GARDENS TRAIL, CRAB ORCHARD, TN 37723-0088

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

Wallace D. McMeans

(II). CHANGE OF REGISTERED OFFICE:

2805 Peavine Rd Crossville, TN. 38501

STREET

CITY

STATE

ZIP CODE + 4

COUNTY

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:

MUTUAL

☐ PUBLIC
☐ MUTUAL

B. A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK.

☐ RELIGIOUS

(8) SIGNATURE

Michael E. Haines

(9) DATE

3/21/05

(10) TYPE PRINT NAME OF SIGNER:

Michael E. Haines

(11) TITLE OF SIGNER

Secretary

THIS REPORT MUST BE DATED AND SIGNED

CONTINUED ON BACK

SECRETARY OF STATE
CORPORATIONS SECTION
WILLIAM R. SNODGRASS TOWER
312 EIGHTH AVENUE NORTH - SIXTH FLOOR
NASHVILLE, TENNESSEE 37243-0306

EFFECTIVE DATE: 08/27/07
TELEPHONE CONTACT: (615) 741-2286
CONTROL NUMBER: 0082588

6097.0594

WALLACE D MCMEANS
2805 PEAVINE ROAD
CROSSVILLE, TN 38572

RE: RENEGADE MOUNTAIN COMMUNITY CLUB

CERTIFICATE OF ADMINISTRATIVE DISSOLUTION

Pursuant to the provisions of Sections 48-24-202 or 48-25-302 of the Tennessee Business Corporation Act or Sections 48-64-202 or 48-65-302 of the Tennessee Nonprofit Corporation Act, respectively, this constitutes notice that the above corporation, and any associated assumed name(s) is hereby administratively dissolved, if a Tennessee corporation, or that its certificate of authority is revoked, if a foreign corporation, for the following reason(s):

For failure to file the Corporation Annual Report, as required by Chapter 16 of the Tennessee Business Corporation Act or the Tennessee Nonprofit Corporation Act.

The corporation or its certificate of authority may be reinstated upon the elimination of the above indicated ground(s) and the filing of an application for reinstatement. The corporate name must be available and otherwise satisfy the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act. The reinstatement application fee is Seventy Dollars (\$70.00).

RECEIVED
STATE OF TENNESSEE

37

State of Tennessee



Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR REINSTATEMENT
FOLLOWING ADMINISTRATIVE
DISSOLUTION/REVOCATION

2010 DEC 13 11:56 AM Only

IRL HARGETT
SECRETARY OF STATE

Pursuant to the provisions of Section 48-24-203 or Section 48-25-303 of the Tennessee Business Corporation Act or Section 48-64-203 or Section 48-65-303 of the Tennessee Nonprofit Corporation Act, this application is submitted to the Office of the Secretary of State, State of Tennessee, for reinstatement.

1. The name of the corporation is Renegade Mountain Community Club
(Name change if applicable) N/A

2. The effective date of its administrative dissolution/revocation is 8-27-07 (must be month, day, and year).

3. The ground(s) for the administrative dissolution/revocation

☐ did not exist.

☒ has/have been eliminated.

[NOTE: Please mark the applicable box.]

4. The corporate name as listed in number one (1) satisfies the requirements of Tennessee Code Annotated Section 48-14-101 or 48-54-101, as appropriate.

5. The corporation control number as assigned by the Secretary of State, if known is 0082588

[NOTE (APPLIES TO FOR-PROFIT CORPORATIONS ONLY): Prior to this document being accepted for filing, the Division of Business Services will request tax clearance verification from the Tennessee Department of Revenue that the business has properly filed all reports and paid all required taxes and penalties. If we cannot obtain such tax clearance verification from the Department of Revenue, this document will be rejected and returned to the applicant.]

12/10/2010
Signature Date

Vice President
Signer's Capacity

Renegade Mountain Community Club
Name of Corporation

Phillip S
Signature

Phillip Guettler
Name (typed or printed)



File online at: <http://TNBear.TN.gov/AR>

Due on/Before: 04/01/2011

Reporting Year: 2010

Status: Complete

This Annual Report has been successfully paid for and submitted. Your Annual Report will be reviewed by Business Services and filed within 48 hours. Please keep this report for your records.

Annual Report Filing Fee Due:

\$20 if no changes are made in block 3 to the registered agent/office, or
\$40 if any changes are made in block 3 to the registered agent/office

SOS Control Number: 82588

Corporation Non-Profit - Domestic

Date Formed: 07/24/1972

Formation Locale: Cumberland County

(1) Name and Mailing Address:

RENEGADE MOUNTAIN COMMUNITY CLUB
P.O. BOX 288

(2) Principal Office Address:

HWY 70 EAST
P O BOX 288

CRAB ORCHARD, TN 37723

CRAB ORCHARD, TN 37723-0288

(3) Registered Agent (RA) and Registered Office (RO) Address: Agent Changed: Yes

Daniel J Moore
Woolf McClane, Attorney at Law
900 Riverview Tower
900 South Gay Street
Knoxville, TN 37902

Image #: A0085-2185

(4) Name and business address (with zip code) of the President, Secretary and other principal officers.

Title	Name	Business Address	City, State, Zip
President	Michael M McClung	3227 Renegade Mountain Parkway	Crab Orchard, TN 37723
Secretary	Phillip Guettler	3227 Renegade Mountain Parkway	Crab Orchard, TN 37723

(5) Board of Directors names and business address (with zip code). (___ None)

Name	Business Address	City, State, Zip
Michael M McClung	1201 Moy Toy Drive	Crab Orchard, TN 37723
Phillip Guettler	1201 Moy Toy Drive	Crab Orchard, TN 37723

(6) This section applies to non-profit corporations ONLY.

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.

If blank or incorrect, please check appropriately: ___ Public X Mutual

B. If a Tennessee religious corporation, please check here if blank: ___ Religious

(7) Signature: Electronic

(8) Date: 06/23/2011 2:41 PM

(9) Type/Print Name: Michael M McClung

(10) Title: President



File online at: <http://TNBear.TN.gov/AR>

Status: Complete

Due on/Before: 04/01/2012

Reporting Year: 2011

This Annual Report has been successfully paid for and submitted. Your Annual Report will be reviewed by Business Services and filed within 48 hours. Please keep this report for your records.

Annual Report Filing Fee Due:

\$20 if no changes are made in block 3 to the registered agent/office, or
\$40 if any changes are made in block 3 to the registered agent/office

SOS Control Number: 82588

Corporation Non-Profit - Domestic

Date Formed: 07/24/1972

Formation Locale: CUMBERLAND
COUNTY

(1) Name and Mailing Address:

RENEGADE MOUNTAIN COMMUNITY CLUB
848 LIVINGSTON ROAD STE 101 # 55 PMB
CROSSVILLE, TN 38555

(2) Principal Office Address:

95 HICKORY TRAIL
CRAB ORCHARD, TN 37723

(3) Registered Agent (RA) and Registered Office (RO) Address: Agent Changed: Yes

John S Moore
848 LIVINGSTON ROAD STE 101 # 62 PMB
CROSSVILLE, TN 38555

Image #: A0099-1063

(4) Name and business address (with zip code) of the President, Secretary and other principal officers.

Title	Name	Business Address	City, State, Zip
Treasurer	Gerald Nugent	95 Hickory Trail	Crab Orchard, TN 37723
President	John Moore	95 HICKORY TRAIL	CRAB ORCHARD, TN 37723
Secretary	Tina Williams	95 HICKORY TRAIL	CRAB ORCHARD, TN 37723

(5) Board of Directors names and business address (with zip code). (___ None)

Name	Business Address	City, State, Zip
Joel Matchak	1670 Union Hill Road	Goodlettsville, TN 37072
Gary Haiser	3834 RENEGADE MOUNTAIN PARKWAY	CRAB ORCHARD, TN 37723
Judy (Scales) Patterson	106 NICHOLS COURT	NASHVILLE, TN 37205

(6) This section applies to non-profit corporations ONLY.

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.

If blank or incorrect, please check appropriately: ___ Public X Mutual

B. If a Tennessee religious corporation, please check here if blank: ___ Religious

(7) Signature: Electronic

(8) Date: 01/03/2012 8:57 PM

(9) Type/Print Name: John Moore

(10) Title: President

State of Tennessee



Department of State

William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

**CHANGE OF REGISTERED
AGENT/OFFICE**

For Office Use Only

Amendment #: 003336097
FILED: Oct 25, 2012 10:15AM
Image #: A0145-1518
Tre Hargett,
Secretary of State

Pursuant to the provisions of T.C.A. §48-15-102 or §48-25-108 of the Tennessee Business Corporation Act or T.C.A. §48-55-102 or §48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned hereby submits this application:

Secretary of State Control Number: 82588

Entity Name: RENEGADE MOUNTAIN COMMUNITY CLUB

Registered Agent Change

☒ Change By Business Entity

☐ Change By Agent

Current Registered Agent (Name and Address):

JOHN S MOORE
848 LIVINGSTON ROAD STE 101 # 62 PMB
CROSSVILLE, TN 38555

New Registered Agent (Name and Address)

DANIEL MOORE
900 S GAY ST
KNOXVILLE, TN 37902-1810

After the change(s), the street address of the registered office and the business office of the registered agent will be identical.

Signature: Electronic

Date: Oct 25 2012 10:15AM

Type/Print Name: Michael McClung

Title: President

SS-4534



File online at: <http://TNBear.TN.gov/AR>

FILED: Dec 1, 2012 5:43AM

Due on/Before: 04/01/2013

Reporting Year: 2012

Annual Report Filing Fee Due:

\$20 if no changes are made in block 3 to the registered agent/office, or
\$40 if any changes are made in block 3 to the registered agent/office

This Annual Report has been successfully
paid for and filed. Please keep this report for
your records.

CC Payment Ref #: 147926297

SOS Control Number: 82588

Corporation Non-Profit - Domestic

Date Formed: 07/24/1972

Formation Locale: TENNESSEE

(1) Name and Mailing Address:

RENEGADE MOUNTAIN COMMUNITY CLUB
PO BOX 288
CRAB ORCHARD, TN 37723-0288

(2) Principal Office Address:

92 ROCKWOOD AVE
CROSSVILLE, TN 38555-4610

(3) Registered Agent (RA) and Registered Office (RO) Address:

DANIEL MOORE
900 S GAY ST
KNOXVILLE, TN 37902-1810

Agent Changed: No

Agent County: KNOX COUNTY

Image #: A0146-1139

(4) Name and business address (with zip code) of the President, Secretary and other principal officers.

Title	Name	Business Address	City, State, Zip
Treasurer	Phillip Guettler	92 ROCKWOOD AVE	CROSSVILLE, TN 38555
President	Michael McClung	92 ROCKWOOD AVE	CROSSVILLE, TN 38555
Secretary	Darrin Guettler	92 ROCKWOOD AVE	CROSSVILLE, TN 38555

(5) Board of Directors names and business address (with zip code). (___ None)

Name	Business Address	City, State, Zip
Phillip Guettler	92 ROCKWOOD AVE	CROSSVILLE, TN 38555
Michael McClung	92 ROCKWOOD AVE	CROSSVILLE, TN 38555
Darrin Guettler	92 ROCKWOOD AVE	CROSSVILLE, TN 38555

(6) This section applies to non-profit corporations ONLY.

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.

If blank or incorrect, please check appropriately: ___ Public X Mutual

B. If a Tennessee religious corporation, please check here if blank: ___ Religious

(7) Signature: Electronic

(8) Date: 12/01/2012 5:43 AM

(9) Type/Print Name: Michael McClung

(10) Title: President

7150.2975, 02/22/2013, 09:26:48, Received by Tennessee Secretary of State Tre Hargett

State of Tennessee



Department of State

Corporate Filings

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, TN 37243

ARTICLES OF CORRECTION

For Office Use Only

Pursuant to the provisions of Section 48-11-305 of the Tennessee Business Corporation Act or Section 48-51-305 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is RENEGADE MOUNTAIN COMMUNITY CLUB
CONTROL NO. 82588

2. Please mark the sentence below which applies.



A copy of the incorrect document (as filed) is attached.



A description of the incorrect document (including its filing date) is given here:

3. If the document is incorrect because of incorrect statement(s), enter the incorrect statement(s) and the reason(s) it/they is/are incorrect:

SEE ATTACHMENT

4. The correct statement(s) is/are:

SEE ATTACHMENT

5. If the document is incorrect because of a defective execution, state the manner in which the execution was defective:

THE DOCUMENT IS ALSO INCORRECT BECAUSE OF A DEFECTIVE EXECUTION. MICHAEL MCCLUNG IS NOT THE PRESIDENT OF THE RENEGADE MOUNTAIN COMMUNITY CLUB.

6. The correct execution should be:

THE CORRECT EXECUTION SHOULD BE BY JOHN MOORE, DULY ELECTED PRESIDENT OF THE RENEGADE MOUNTAIN COMMUNITY CLUB. SEE 2011 MINUTES ATTACHED

JANUARY 23, 2013

Signature Date

PRESIDENT

Signer's Capacity

RENEGADE MOUNTAIN COMMUNITY CLUB

Name of Corporation

Signature

JOHN S. MOORE

Name (typed or printed)

Attachment to Articles of Correction of Renegade Mountain Community Club

3. If the document is incorrect because of incorrect statement(s), enter the incorrect statement(s) and the reason(s) it/they is/are incorrect.

The incorrect statements on the attached Corporation Annual Report are:

(1) Mailing Address:

Renegade Mountain Community Club
PO Box 288
Crab Orchard, TN 37723-0288

(2) Principal Office Address:

92 Rockwood Avenue
Crossville, TN 38554-4610

(3) Registered Agent:

Daniel Moore
900 S. Gay Street
Knoxville, TN 37902-1810

Agent County:

Knox County

(4) Name and Business Address (with Zip Code) of the President, Secretary and other Principal Officers:

Treasurer	Phillip Guettler	92 Rockwood Ave.	Crossville, TN 38555
President	Michael McClung	92 Rockwood Ave.	Crossville, TN 38555
Secretary	Darren Guettler	92 Rockwood Ave.	Crossville, TN 38555

(5) Board of Directors names and business address (with zip code):

Phillip Guettler	92 Rockwood Ave.	Crossville, TN 38555
Michael McClung	92 Rockwood Ave.	Crossville, TN 38555
Darren Guettler	92 Rockwood Ave.	Crossville, TN 38555

The reason the foregoing statements are incorrect is that the information set forth in nos. 1 thru 5 above of the attached Corporation Annual report, which was filed with the Secretary of State on December 01, 2012, was not authorized by the Renegade Mountain Community Club. The attached April 13, 2012 annual meeting minutes indicate the duly elected Board of Directors and Officers of the Renegade Mountain Community Club for 2012. In addition the current Board of Directors has filed suit in the Chancery Court of Cumberland County (Case 2011-CH-508) against the former directors (Item #5 above) for, among other issues, misrepresentation as the Renegade Mountain Community Club Board of Directors. Request the Secretary of State accept no further corrections to Renegade Mountain Community Club Corporate information from the former officers and directors (Items 4 and 5 above) until Chancery Court Case 2011-CH-508) is resolved.

4. The Correct Statements are:

(1) Mailing Address:

Renegade Mountain Community Club
848 Livingston Rd., Suite 101, #62 PMB
Crossville, TN 38555

(2) Principal Office Address:

95 Hickory Trail
Crab Orchard, TN 37723

(3) Registered Agent:

John Moore
848 Livingston Rd., Suite 101, #62 PMB
Crossville, TN 38555

Agent County:

Cumberland County

(4) Name and Business Address (with Zip Code) of the President, Secretary and other Principal Officers:

Treasurer	Gerald Nugent	95 Hickory Trail	Crab Orchard, TN 37723
President	John Moore	95 Hickory Trail	Crab Orchard, TN 37723
Secretary	Tina Williams	95 Hickory Trail	Crab Orchard, TN 37723

(5) Board of Directors names and business address (with zip code):

Joel Matchak	4300 Union Camp Road	Lafayette, TN 37083
Judy Patterson	106 Nichols Court	Nashville, TN 37205
John Peters	1505 Country Club Ln SE	Decatur, TN 35601



05605200

**Tennessee Corporation Annual Report Form**File online at: <http://TNBear.TN.gov/AR>AR Filing #: 05605200
FILED: Feb 22, 2017 11:46AM

Due on/Before: 04/01/2017

Reporting Year: 2016

Annual Report Filing Fee Due:\$20 if no changes are made in block 3 to the registered agent/office, or
\$40 if any changes are made in block 3 to the registered agent/officeThis Annual Report has been successfully
paid for and filed. Please keep this report for
your records.Payment-Credit Card - State Payment
Center - CC #: 3695580424**SOS Control Number:** 82588

Nonprofit Corporation - Domestic

Date Formed: 07/24/1972

Formation Locale: TENNESSEE

(1) Name and Mailing Address:RENEGADE MOUNTAIN COMMUNITY CLUB
PO BOX 4
CROSSVILLE, TN 38557-0004**(2) Principal Office Address:**3227 RENEGADE MOUNTAIN PARKWAY
CRAB ORCHARD, TN 37723**(3) Registered Agent (RA) and Registered Office (RO) Address:**GREGORY C LOGUE, ESQ.
STE 900
900 S GAY ST
KNOXVILLE, TN 37902-1848Agent Changed: Yes

Agent County: KNOX COUNTY

(4) Name and business address (with zip code) of the President, Secretary and other principal officers.

Title	Name	Business Address	City, State, Zip
President	Phillip Guettler	3227 RENEGADE MOUNTAIN PARKWAY	CRAB ORCHARD, TN 37723
Vice-President	Joseph P McClung	3227 RENEGADE MOUNTAIN PARKWAY	CRAB ORCHARD, TN 37723
Chairman	Michael M McClung	3227 RENEGADE MOUNTAIN PARKWAY	CRAB ORCHARD, TN 37723
Secretary	Matthew Guettler	3227 RENEGADE MOUNTAIN PARKWAY	CRAB ORCHARD, TN 37723

(5) Board of Directors names and business address (with zip code). ___ None, or listed below.

Name	Business Address	City, State, Zip
Michael M McClung	3227 RENEGADE MOUNTAIN PARKWAY	CRAB ORCHARD, TN 37723
Matthew Guettler	3227 RENEGADE MOUNTAIN PARKWAY	CRAB ORCHARD, TN 37723
Phillip Guettler	3227 RENEGADE MOUNTAIN PARKWAY	CRAB ORCHARD, TN 37723
Joseph P McClung	3227 RENEGADE MOUNTAIN PARKWAY	CRAB ORCHARD, TN 37723

(6) This section applies to non-profit corporations ONLY.

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.

If blank or incorrect, please check appropriately: ___ Public X Mutual

B. If a Tennessee religious corporation, please check here if blank: ___ Religious

(7) Signature: Electronic

(8) Date: 02/22/2017

(9) Type/Print Name: Michael M McClung

(10) Title: Chairman

Exhibit B

BY-LAWS
OF
RENEGADE COMMUNITY CLUB

ARTICLE I

OFFICES AND REGISTERED AGENTS

Section 1.01 Principal Office.

The principal office of this corporation is at Renegade, located at P. O. Box 95, in Crab Orchard, Cumberland County, Tennessee. The Board of Directors may, by resolution, pursuant to Tenn. Code Ann., §48-1-302, amend the charter to change the address of the principal office in the State of Tennessee.

Section 1.02 Registered Agent in Tennessee.

The corporation has designated and shall continue to have a registered agent in the State of Tennessee in accordance with the provisions of Tenn. Code Ann., §48-1-1201. A registered agent shall be a natural person who is a resident of and has a business address in Tennessee, or a domestic or foreign corporation for profit authorized to transact business in Tennessee. The registered agent for this corporation may resign upon filing a written notice thereof, executed in duplicate, with the Secretary of State. If the registered agent resigns or is for any reason unable to perform his or its duties, the corporation shall promptly designate another registered agent to the end that it shall at all times have a registered agent in this state. If the registered agent for this corporation changes his or its address from that appearing upon the records in the office of the Secretary of State, this corporation, or the registered agent, shall promptly notify the Secretary of State in writing of the new address of the registered agent.

ARTICLE II
MEMBERS

Section 2.01 Classes of Membership.

Membership in the corporation shall consist of five (5) classes as follows:

1. Pre-1972 memberships
2. Regular memberships

HART1-861743-1
09/23/04 4:32 PM

BK 1212 PG 1290

Prepared By:
Robinson, Cole, H&C
Reviewed By:
Hix & Gray, PC
Nashville, TN.
37238-1620

3. Business memberships
4. Associate memberships
5. Renegade memberships

Section 2.02 Pre-1972 Memberships: Each Owner of a platted Lot or separately titled Living Unit at Renegade resort, who acquired a platted Lot or separately titled Living Unit by or through Resort Development Corporation or Renegade, Inc. other than through a deed in bulk of Lots or Living Units in which the rights of Renegade were conveyed, (that is to say, those Owners of platted Lots or separately titled Living Units who acquired title directly from one of the two companies named, or in which one of the two companies appeared as grantor of a platted Lot or separately titled Living Unit in the chain or title), shall be considered a Pre-1972 Member. Each such Member shall have one (1) vote per deeded Lot or Living Unit, but in no event shall there be more than one (1) vote per such Lot or Living Unit. The privilege of Pre-1972 Membership shall be transferable upon conveyance of the Lot or Living Unit, and any such Member shall be entitled to resign such Membership. Such Membership may be terminated by delinquency in Dues payment, if any, if such delinquency shall continue for 30 days past the due date for Dues payments as herein established. Should a Pre-1972 Membership be terminated by resignation or a delinquency in Dues payment, if any, it cannot be renewed. Dues on Pre-1972 Memberships shall be as established in their contract of purchase.

. There shall be one (1) vote for each Lot or Living Unit and if there is more than one Owner, then the co-Owners must designate the Member who is entitled to vote. A vote cast for a Lot or Living Unit by one of its Members shall be considered cast on behalf of all the Owners, unless another Owner objects prior to the casting of the vote. An officer of a corporate Member, member or manager of a limited liability partnership, a partner of a partnership or beneficiary of a trust which is a member may act on behalf of such entity in exercising the rights of membership.

The entity shall designate the Member who is entitled to vote. There shall be no more than two (2) Members for each Lot or Living Unit.

Section 2.03 Regular Memberships: In order to be eligible to become a regular Member of the corporation, a person must own at least an interest, in fee simple or as beneficiary of a trust, in a Lot or Living Unit.

Section 2.04. Business Memberships: Each entity, other than a natural person, which owns the fee simple interest in a Lot or Living Unit shall be eligible to hold a business Membership. As such, the entity shall be entitled to designate two persons to enjoy the privileges of Membership in accordance with the rules of the Club. .

Section 2.05. Associate Memberships: Any person or entity who entered into a contract for purchase and who has not paid Renegade in full under the contract of purchase shall be entitled to be an associate Member. An associate Member shall be entitled to all the privileges of Membership, except the right to vote, which shall remain in Renegade until the contract of purchase is paid in full. Cancellation or rescission of the contract of purchase shall terminate the associate Membership.

Section 2.06. Renegade Memberships: Renegade, its successors or assigns, shall be entitled to ten (10) votes for each Lot or Living Unit of which it is the record Owner, whether such Lot or Living Unit is subject to an outstanding contract of sale to a purchaser or not, and irrespective of whether Lot is registered for sale with the Office of the Interstate Land Sales Registration, United States Department of Housing and Urban Development or not. Renegade shall be entitled to all of the privileges of issuing temporary guest cards to the Club as it may deem necessary to assist in sale and development of the Properties, so long as it shall be a Member. Should Renegade deplat previously platted Lots, that is, return an area previously subdivided into

Lots back into acreage, Renegade shall have no obligation to pay Dues on the Lots so depleted and shall have no right to vote on those Lots so depleted.

Section 2.07- Rights of Membership. The privileges and limitations of Pre-1972, regular, business, associate and Renegade Members shall be defined in this Declaration and in the By-Laws of the Community Club. All owners of lots or living units who remain in good standing by paying all dues and assessments imposed under the Declaration and such other fees as may be levied or charged for special services by the Community Club, shall be members of the Club

Section 2.08- Voting Rights of Timeshare Owners. Each full Living Unit of timeshare Property shall be entitled to one (1) vote in the Community Club. Individual unit week Owners shall not be entitled to a vote in the Community Club. The method of voting the vote of a Living Unit committed to Interval Ownership shall be as established in the documents creating the timeshare regime, including but not limited to, the Supplemental Declaration of Amended covenants and restrictions and Master Deed, and By-Laws. Each Time share Lot or Living Unit shall be eligible only for no more than two Memberships at a time.

Section 2.09 Privileges of Membership.

(a) **Membership Cards** - Each Pre-1972, Regular or Business member, in good standing as hereinafter provided, shall be issued a membership card evidencing the rights of such member and such member's immediate family to the use of the amenities and facilities at Renegade.

(b) **Guest Cards** - The extent to which Regular or Business members are entitled to obtain guest cards shall be as defined from time to time by the Board of Directors of the Community Club. Renegade membership shall entitle Renegade to obtain, upon request, temporary guest cards to be used by Renegade in the sale and development of properties within Renegade without any limitations as to the number of such guest cards, for which a guest of

Renegade may be entitled to use and enjoy the amenities owned, operated or subject to the control of the corporation.

(c) Associate Member - Associate members will be issued cards entitling them to use the facilities at Renegade Resort, which cards shall be distinct from Pre-1972, Regular or Business membership cards, and which cards and the issuance and use of these cards shall be regulated by the corporation.

Section 2.03 Obligations of Members.

All owners of lots or living units in Renegade Resort shall be required to pay dues and assessments applicable to the respective categories of membership to which they belong as provided in these by-laws and according to their contract of purchase, and shall abide by the rules and regulations adopted by the Board of Directors from time to time governing the use of any amenities owned or operated by or otherwise subject to the control of the corporation. Only members may be entitled to vote or hold office, and members who do not remain in good standing may be restricted in their use of the common properties not necessary to provide access to the nearest state highway.

Section 2.04 Reinstatement to Membership.

The Board of Directors may from time to time adopt and change forms for application for reinstatement of a member who is no longer in good standing to be reinstated as member containing such provisions as the Board may deem appropriate, not inconsistent with law, the Declaration, the charter and the By-laws of this corporation. . Such application forms shall include (i) an provision for the payment of all dues fees and assessments to date to the satisfaction of the Board of Directors, and (ii) an agreement by the applicant to abide by the By-laws of the corporation and rules and regulations adopted by the Board of Directors governing the use of any amenities owned or operated or otherwise subject to the control of the corporation.

Section 2.5 Reinstatement of Members.

Reinstatement of all applicants for membership shall be by a majority vote of the Board of Directors or of a Membership Committee designated by the Board of Directors, or in such other manner as the Board of Directors may determine. Any person whose application for reinstatement is denied shall be furnished a statement of the basis of such denial and may appeal

such denial to the entire membership of the corporation at the next annual meeting, whose decision shall be final.

Section 2.6 Good Standing - Suspension and Expulsion.

(1) Any member who resigns, or is suspended or expelled from membership, shall not from the date thereof be considered to be in good standing. Any member who fails to pay the dues and assessments applicable to him or her shall, thirty (30) days after the due date thereof, be automatically suspended from membership. Any person so suspended who fails to pay such dues and assessments within thirty (30) additional days from the date of such suspension, shall be automatically expelled from membership in the corporation. In addition to suspension and expulsion on the foregoing grounds, the Board of Directors may adopt rules and regulations providing procedures for the suspension or expulsion, or both, of members for the continued willful violation of the rules governing the use of the amenities.

(2) Any member suspended for delinquencies in payment of dues or assessments will be restored to good standing on payment of all dues and assessments plus any interest and fees, then due. Any Pre-1972 member expelled from membership for any reason shall not be allowed to be reinstated as a Pre-1972 member but shall be required to make application for regular or business membership and shall be required to pay dues as established by the Board for those classes of membership from the date of expulsion.

Section 2.7 Resignations.

The transfer of the ownership interest which provides the basis for membership shall be deemed to operate as an automatic resignation from membership in the corporation and admission of the transferee, provided that the transferor was in good standing. In addition, any member may resign at any time by filing a written resignation with the secretary of the corporation. Any resignation shall not, however, relieve the member so resigning of the obligation to pay dues, assessments, or other charges theretofore accrued and unpaid. Any person who resigns shall continue to be bound by and shall have the rights, privileges and duties accruing from any contract relating to that person's owning property in Renegade Resort, except Class A Charter members, who shall forfeit their rights of such membership upon resignation.

Section 2.8 Pre-1972, Regular and Business Memberships Not Transferable - Transferees Must Apply.

No Pre-1972, Regular or Business membership, or Pre-1972, Regular or Business membership card, may be sold, assigned, or transferred voluntarily, or by will, or by operation of law, except on such terms as may be provided from time to time by these By-Laws, or the rules and regulations promulgated by the Board of Directors of the Club. Any person acquiring an interest qualifying that person for membership must apply and be admitted before becoming a member.

Section 2.14 Transfers of Renegade Membership and Privileges.

Renegade may transfer or assign its rights and privileges as Renegade member to its successors to and assigns of the rights and interests of Renegade under the Declaration which are different from those of the Owners of separate Lots or Living Units as developer, by an instrument conveying specifically such rights and interests. A deed to a Lot or Living Unit which does not convey specifically such rights, privileges and interests shall not impliedly convey any such right privileges and interests. Renegade shall also have all the rights, privileges and interests given to the Owners of Lots or Living Units by the Declaration and these Bylaws with respect to the Lots or Living Units owned by it. Although Renegade has been granted somewhat the same and additional rights and privileges of American Recreation Services and its predecessor "Developers" in former declarations and bylaws, it shall not be considered a successor to, nor have assumed the obligations of, the "Developer" in preceding Declarations for Cumberland Gardens or Renegade Resort and shall be deemed to only assume obligations of "Renegade" in these Bylaws arising after the date of the Amended and Restated Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 3.01 Place.

All meetings of the membership shall be held at the offices of Renegade Community Club, or at such other place within Cumberland County, Tennessee as may be set by resolution of the Board of Directors.

Section 3.02 Annual Meeting.

Annual meetings of the members of the corporation shall be held on the first _____ in _____, at the hour of _____ m., for the purpose of electing Directors and the transaction of such other business as may come before the meeting or at such adjourned or substitute time as may be determined by the Board of Directors, and set forth in the notice of such meeting.

Section 3.03 Special Meetings.

Special meetings of the members may be called by the Board of Directors, or by the president, and shall be called by the president, the secretary, or an assistant secretary, at the request in writing of three (3) or more members of the Board of Directors, or at the request in writing of at least ten percent (10%) of the Pre-1972, Regular or Business members of the corporation. Each special meeting shall be held at such time as the Board of Directors shall determine, or in the absence of such determination by the Board of Directors, at such time as the person or persons calling or requesting the call of the meeting shall specify in the notice or in the written request. In the event a special meeting is called or requested, the Board of Directors may change any time therein specified prior to the giving of notice of the meeting.

Section 3.04 Notice of Meeting.

(1) Written or printed notice stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called and the person or persons calling the meeting, shall be delivered either personally, or by mail, or at the direction of the president, secretary, officer, person or persons calling the meeting, to each member entitled to vote at the meeting. If mailed, such notice shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting and shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid. If delivered personally,

such notice shall be delivered not less than five (5) days nor more than sixty (60) days before the date of the meeting and shall be deemed delivered when actually received by the member. A certificate of the secretary or other person giving the notice, that the notice required by this Section has been given, in the absence of fraud, shall be prima facie evidence of the facts therein stated.

(2) The notice need not refer to the approval of minutes or to other routine matters normally incident to the conduct of such meetings. Except for such routine matters, the business transacted at special meetings shall be confined to matters related to the purposes included in the notice.

Section 3.05 Quorum.

At any meeting of the members, as a prerequisite for the transaction of any business, a quorum shall be present. Except as to actions taken pursuant to Sections 5 and 6 of Article X of the Declaration of Covenants and Restrictions, a quorum shall consist of not less than one-tenth (1/10th) of the total membership of the corporation entitled to vote at such meeting, present either in person or by proxy, including each Pre-1972, Regular and Business membership and the total number of memberships eligible to be voted by Renegade. When a quorum is once present to organize a meeting, it is not lost by the subsequent withdrawal of any of those present. A meeting may be adjourned or recessed, despite the absence of a quorum, by the chairman of the meeting, or a majority of the members present in person or by proxy, until the requisite number of members are in attendance. The quorum necessary to take action under Sections 5 and 6 of Article X of the Declaration of Covenants and Restrictions shall be as therein provided.

Section 3.06 Adjourned or Recessed Meetings.

When a meeting is adjourned or recessed to another time or place, it shall not be necessary to give any notice of the adjourned or recessed meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment or recess is taken. At the adjourned meeting, any business may be transacted that might have been transacted on the original date of the meeting. At the recessed meeting the business of the meeting before recess shall continue.

Section 3.07 Organization of Meetings.

(1) The Chairman of the Board, or in his absence or inability to serve, the president, shall call meetings of the members to order and act as chairman of such meetings. The members may elect anyone of their number to as chairman of any meeting in the absence of the president and the senior vice-president.

(2) The secretary of the corporation shall act as secretary at all meetings of the members, but in the absence of the secretary, the chairman of the meeting may appoint any person to act as secretary of the meeting.

(3) The meetings and proceedings of this corporation shall be regulated and controlled according to Roberts Rules of Order for parliamentary procedure, except as may be otherwise provided by these By-Laws.

(4) The ruling of the chairman on questions of procedure shall be final, subject to the vote of a majority of the members present or represented at the meeting.

Section 3.08 Right to Vote.

Each Pre-1972 member, regular member and each business member of the corporation shall be entitled at each membership meeting, and upon each proposal presented at such meeting, to one (1) vote for each such membership. Renegade shall be entitled to ten (10) votes for each lot or living unit of which it is the record owner, whether or not such lot or living unit is subject to an outstanding contract of purchase.

Section 3.09 Proxies.

(1) Every member entitled to vote at a membership meeting, or to express consent or dissent without a meeting, may otherwise appoint another person or persons to act for him by proxy. Each proxy must be in writing and signed by the member or by his attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Each proxy shall be revocable at the pleasure of the member executing it except as otherwise provided in the proxy.

(2) In the event two (2) or more persons are designated to act as proxies, a majority of such persons present at the meeting, or, if only one (1) should be present, then that one (1), shall have and may exercise all the powers conferred upon all the persons so designated, unless a proxy provides otherwise.

(3) All proxies must be delivered to the secretary or an assistant secretary of the corporation prior to the opening of the meeting, except for proxies granted after the meeting is opened, which proxy shall be delivered to the secretary as soon as practicable after execution.

Section 3.10 Voting Requirement.

Except as otherwise provided by law or by the charter or by these By-Laws, whenever any corporate action, other than the election of the directors, is to be taken by vote of the members, it shall be authorized by a majority of the members present in person or by proxy and voting at the meeting at which a quorum is present.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.01 Number.

The number of Directors of the corporation shall be three (3). The initial three board members shall be appointed by Renegade. Of those three directors, one shall have a term of 3 years, one shall have a term of 2 years, and the remaining director shall have a term of 1 year. Thereafter one director shall be selected every year for a 3-year term.

Directors need not be residents of the State of Tennessee or members of the corporation.

The number of Directors may be increased or decreased from time to time by amendment of these By-Laws but no decrease shall have the effect of shortening the term of any incumbent Director.

Section 4.02 Nominations, Election and Term.

(1) At least sixty (60) days prior to any meeting of members at which one (1) or more Directors are to be elected, the president shall appoint, with the approval of the Board, a

Nominating Committee consisting of five (5) members of the corporation. The Nominating Committee shall nominate a number of persons to be voted on by the members in any election of Directors equal to at least one and one-half (1-1/2) the number of Directors to be elected. A public announcement of the nominees shall be made prior to the date of the meeting. In addition, any other person may be nominated by a nominating petition filed by at least fifty (50) members of the corporation entitled to vote at the meeting, where such petition is filed with the secretary or an assistant secretary at least five (5) days prior to the meeting. Nominations from the floor at the meeting will not be allowed except upon the consent of a majority of those present in person or by proxy.

(2) Directors shall be elected by a plurality of votes cast in the election at the meeting of the members at which they are elected.

(3) Each Director shall hold office until the expiration of the term for which he is elected and thereafter until his successor has been elected and qualified.

Section 4.03 Resignation.

Any Director of the corporation may resign at any time by giving his written resignation to the president, vice-president, or the secretary. Such resignation shall take effect at the time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.04 Removal.

Any Director may be removed with or without cause at any meeting of the membership, notice of which shall have referred to the proposed action, by vote of the majority of the members. In addition, any Director may be removed for "cause," as hereinafter defined, by a majority of the entire Board. For purposes of this Section, "cause" shall mean final conviction of a felony, declaration of unsound mind by court order, adjudication of bankruptcy, nonacceptance of office, or conduct prejudicial to the interest of the corporation.

Section 4.05 Newly Created Directorships and Vacancies.

Newly created Directorships resulting from an increase in the number of Directors and vacancies occurring in the Board of Directors for any reason, except the removal of

Directors without cause, may be filled by a vote of the majority of the Directors then in office, although less than a quorum exists, or any such newly created Directorships and vacancies occurring in the Board of Directors, for any reason, may be filled by vote of the members at any meeting of the membership, notice of which shall have referred to the proposed election. If any such newly created Directorships or vacancies occurring in the Board of Directors for any reason shall not be filled prior to the next annual meeting of the members, they shall be filled by vote of the members at such annual meeting. Any Director elected to fill a vacancy shall be elected to hold office for the unexpired term of his predecessor, or, if there is no predecessor, until the next annual meeting of the members.

Section 4.06 Duties of Directors.

The business and affairs of the corporation shall be managed by the Board of Directors, who shall discharge their duties in good faith and with that degree of diligence, skill and care which ordinarily prudent men would exercise under similar circumstances in like positions.

Section 4.07 Acts of Directors.

(1) Except as otherwise provided by statute, or by these By-Laws, or the Charter, the Directors shall act as a Board, regularly convened by the vote of the majority of those present at a meeting, a quorum being present.

(2) The Directors may adopt such rules and procedures for the conduct of their meetings as they may deem proper, not inconsistent with these By-Laws, the Charter, or the statutes of Tennessee.

Section 4.08 Meetings of Directors.

(1) The Board of Directors shall meet promptly after the annual meeting of members, and at the same place as such annual meeting of members, provided a quorum be present, and no notice of such meeting shall be necessary.

(2) Other regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors shall determine.

(3) Special meetings of the Board of Directors may be called by the Chairman of the Board, or, in the absence or disability of the Chairman of the Board, by the President, or by any three (3) Directors.

Section 4.09 Notice of Meetings.

(1) Except as otherwise provided in these By-laws, notice of each regular or special meeting of the Board of Directors shall be given by the secretary, or an assistant secretary, or in the absence or disability of the secretary or any assistant secretary, by the person or persons calling the meeting. Such notice shall be given to each member of the Board, not less than five (5) days before the meeting by depositing the same in the United States mail, with first-class postage thereon prepaid, directed to each member of the Board at the address designated by him for such purpose (or, if not as designated, at his last known address), or not less than one (1) day before the meeting by either delivering the same to each member of the Board of Directors personally, or sending the same by telegraph, or delivering it to the address designated by him for that purpose (or, if none is designated, to his last known address). Notice of the meeting need not be given to any Director who submits a signed waiver of notice, whether before, at or after the meeting. The notice of any meeting of the Board of Directors need not specify the purpose or purposes for which the meeting is called, except as otherwise provided in these By-Laws.

(2) Notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed thirty (30) days in any one (1) adjournment.

Section 4.10 Quorum.

At all meetings of the Board of Directors, except as otherwise provided by law, the charter, or by these By-Laws, a quorum shall consist of a majority of the total number of Directors then in office.

Section 4.11 Actions by Consent.

Directors, or any committee of Directors, may take any action which they are required or permitted to take under the law, the charter, or these By-laws, without a meeting on

unanimous written consent, setting forth the actions so taken, signed by all the persons entitled to vote thereon.

Section 4.12 Directors' Compensation and Expenses.

Directors may receive a fee for their services as Directors and traveling and other out-of-pocket expenses in attending any regular or special meeting of the Board. The fee may be a fixed sum to be paid for attending such meetings of the Board, or a fixed sum to be paid monthly, quarterly, or semi-annually, irrespective of the number of meetings attended or not attended. The amount of the fee, and the bases on which it and any expenses shall be paid, shall be determined by the Board of Directors, within limits fixed in the annual budget of the corporation. Nothing herein contained shall preclude any Director from serving the corporation in any other capacity and receiving compensation for such services. Members of standing and special committees of the Board may also be compensated for their services and expenses for attending committee meetings as the Board of Directors may, by resolution, direct.

Section 4.13 Standing and Special Committees of the Board of Directors.

The Board of Directors, by a resolution adopted by a majority of the entire Board, may designate one (1) or more standing or special committees, each committee to consist of two (2) or more Directors of the corporation, which committee to the extent provided by resolution of the Board, and subject to the limitations herein provided, shall have and may exercise the powers of the Board in the management of the business and affairs of the corporation.

Section 4.14 Executive Committee.

The Board of Directors, may at such time as it deems appropriate, by resolution adopted by a majority of the entire Board, create and appoint an Executive Committee, consisting of three (3) members, or such other number, not less than two (2) or more than five (5), as the Board of Directors may from time to time determine. During the intervals between the meetings of the Board of Directors, the Executive Committee shall possess and may exercise the power of the Board of Directors in the management of the business and the property of the corporation, subject to such limitations as are imposed by statute, by the charter, by these By-Laws, or as the Board may impose.

Section 4.15 Powers of Board - Alternate Members of Committees.

(1) Each of the committees designated by the Board of Directors and each member thereof shall serve at the pleasure of the Board.

(2) The Board of Directors shall have the power at any time to increase or decrease the number of members of any such committee, to fill vacancies therein, to change any members thereof, and to change the functions or terminate the existence thereof.

(3) One (1) or more Directors may be designated as alternate members of any such committee, who may replace any absent member or members at any meetings of such committees.

Section 4.16 Limitations on Authority of Committees.

Unless specifically so authorized by the Board of Directors, any such committee shall not have or exercise the authority of the Board to:

1. Adopt, amend or repeal By-Laws;
2. Submit to members any action that need authorization of members;
3. Fill vacancies in the Board or in any committee; or
4. Adopt a plan of distribution of the corporate assets.

Section 4.17 Dissent by Directors.

A Director who is present at a meeting of the Board, or any committee thereof, at which any action is taken, shall be presumed to have concurred in the action, unless his dissent thereto shall be entered in the minutes of the meeting, or, unless he shall submit his written dissent to the person acting as secretary of the meeting before the adjournment thereof, or shall deliver or send such dissent to the secretary of the corporation promptly after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of any such action. A Director who is absent from a meeting of the Board, or any committee thereof, at which such action is taken, shall be presumed to have concurred in the action unless he shall deliver or send by registered or certified mail his dissent thereto to the secretary of the corporation, and shall cause such dissent to be filed with the minutes of the proceedings of the Board or committee within a reasonable time after learning of such action.

Section 4.18 Meetings by Conference Call.

Members of the Board of Directors of the corporation or any committee designated by the Board may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participating in a meeting pursuant to this Section shall constitute presence in person at such meeting. The Directors shall be promptly furnished a copy of the minutes of any such meeting.

ARTICLE V OFFICERS

Section 5.01 Election.

The Board of Directors shall, annually, elect a chairman of the board, a president, one or more vice-presidents, a secretary and a treasurer. The Board of Directors may, from time to time, elect such additional officers as it may determine, including, without limitation, assistant secretaries and assistant treasurers. Such additional officers shall have such authority and perform such duties as the Board of Directors may, from time to time, prescribe. Any two (2) of the aforementioned offices, except those of president and secretary, may be filled by the same person, but no person shall purport to execute or attest any document or instrument on behalf of the corporation in more than one (1) capacity. Officers may be, but need not be Directors, except the chairman of the board shall be a Director.

Section 5.02 Term of Office.

The officers of the corporation shall hold office for one (1) year, or until their successors are chosen and qualify in their stead, subject, however, to the removal of any officer pursuant to these By-Laws.

Section 5.03 Removal.

Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of the majority of the entire Board.

Section 5.04 Compensation.

The Board of Directors shall fix the compensation of the officers of the corporation. The compensation of other agents and employees of the corporation may be fixed

by the Board of Directors or by an officer or officers to whom that function has been delegated by resolution of the Board.

Section 5.05 Powers and Duties of Officers.

(1) All officers and agents of the corporation, as between themselves and the corporation, shall have such authority and perform such duties in the management of the corporation as may be provided in these By-Laws, or as may be determined by resolution of the Board of Directors not inconsistent with these By-Laws.

(2) The specific powers and duties of the officers of the corporation shall be as follows:

(a) **Chairman of the Board.** The chairman of the board shall, when present, preside at all meetings of the membership and of the Board of Directors.

(b) **President.** The president shall be the principal executive officer of the corporation, and subject to the control of the Board of Directors, shall, in general, supervise and control all of the business and affairs of the corporation. He may sign, with the secretary or any other proper officer of the corporation authorized by the Board of Directors, certificates for membership in the corporation, any deeds, mortgages, bonds, contracts or other instruments or documents which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and, in general, shall perform all duties as may be prescribed by the Board of Directors from time to time.

(c) **Vice-Presidents.** The vice-presidents shall act in the order of their seniority, unless otherwise determined by the Board of Directors, and in the absence or disability of the president, shall perform the duties and exercise the powers of the president. They shall perform such other duties and may have such other powers and titles as the president or Board of Directors may from time to time prescribe.

(d) Secretary. The secretary shall, (i) keep the minutes of members' meetings and of the Board of Directors' meetings; (ii) see that all notices are duly given in accordance with the provisions of these By-Laws and as may be required by law; (iii) be custodian of the corporate records; (iv) keep a register of the post office address of each member which shall be furnished to the secretary by such member; (v) sign with the president or vice-president certificates for membership in the corporation; (vi) in general, perform all duties incident to the office of secretary and such other duties as may, from time to time, be assigned to him by the president or the Board of Directors.

(e) Treasurer. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of the receipts and disbursements in the books and records belonging to the corporation and shall deposit all monies and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors and shall render to the president and to the Board of Directors from time to time as they may require, an account of all of his transactions as treasurer and of the financial condition of the corporation.

(f) Other Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary or advisable, who shall exercise such powers and perform such duties as shall be determined by the Board of Directors from time to time.

Section 5.06 Vacancies.

Any vacancies occurring in the office of president, treasurer or secretary shall be filled by the Board of Directors as soon as practicable. vacancies in other offices may be filled at the discretion of the Board.

Section 5.07 Delegation of Duties and Powers.

In the case of the absence or disability of any officers of the corporation, or in the case of a vacancy in any office, or for any reason that the Board of Directors may deem sufficient, the Board of Directors, except as otherwise provided by law, by charter, or by these By-Laws, may temporarily delegate the powers or duties of any officer to any other officer or to any Director.

Section 5.08 Security.

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

Section 5.09 Resignation.

Any officer or agent may resign at any time by giving written notice to the Board of Directors, or to the president or secretary. The resignation shall take effect at the time specified in the notice, and, unless otherwise specified in it, the acceptance of the resignation shall not be necessary to make it effective.

ARTICLE VI

ADVISORY COMMITTEE

Section 6.01 Creation and General Powers.

The Board may create an Advisory Committee. The members of the Advisory Committee, under the direction and by the authority of the Board of Directors, shall have the power to advise the Board of Directors with reference to any matter of interest to the members of the corporation.

Section 6.02 Number, Tenure and Qualification.

The number of Advisory Committee members shall be eight (8), all of whom shall be owners of lots or living units at Renegade Resort and all of whom shall be members in good standing of the corporation. Advisory Committee members need not be residents of the State of Tennessee. The number of Advisory Committee members may be increased or decreased, from time to time, by amendment to these By-Laws, but no decrease shall have the effect of shortening the term of any incumbent Committee members.

Section 6.03 Regular Meetings.

The regular meetings of the Advisory Committee shall be held without other notice than by this By-Law provision promptly after, and at the same place as, the annual meeting of the members. The Advisory Committee may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

Section 6.04 Special Meetings.

Special meetings of the Advisory Committee may be called by or at the request of the chairman of the Advisory Committee, or by a majority of Advisory Committee members, or by the president of the corporation. The person or persons authorized to call special meetings of the Advisory Committee shall fix the time and place of such special meetings.

Section 6.05 Notice.

Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally or mailed to each member at his address as shown on the records of the corporation.

Section 6.06 Nominations, Elections and Vacancies.

(1) Nominations to the Advisory Committee shall be made by the Nominating Committee as appointed under Section 4.02(l). The Nominating Committee shall nominate a number of persons to be voted on by the members in any election of Advisory Committee members to be elected. A public announcement of the nominees shall be made prior to the date of the meeting. In addition, nominations from the floor at the meeting will be allowed with the approval of the nominee.

(2) Members of the Advisory Committee shall be elected by a plurality of the votes cast in the election at the annual meeting of members and shall be elected for a term of one (1) year.

(3) Any vacancy occurring in the Advisory Committee may be filled by the affirmative vote of a majority of the entire Board of Directors. A member elected to fill a vacancy shall be elected to serve until the next annual membership meeting. Any membership of the Advisory Committee may also be filled by election at a special meeting of the members called for that purpose. Any Advisory Committee membership to be filled by reason of an increase in the number of members may be filled by election by the Board of Directors for a term of office continuing only until the next election of members by the membership.

Section 6.07 Ex Officio Member.

The president of the corporation, or an officer or employee of the corporation designed by him, shall be an ex officio member of the Advisory Committee and as such shall have the right to attend, but not to vote at, all meetings thereof or of any committees thereof.

ARTICLE VII

PRIOR CONTRACTUAL CLAIMS - SPECIAL MEMBERS - ELECTION

Section 7.01 Recognition of Prior Contractual Claims.

This corporation and these By-Laws are based on the premise that all persons enjoying the amenities at Renegade Resort should share fairly and equitably in the costs of those amenities and in the privileges and responsibilities of living in the community centered around them. Many persons, however, have over the years prior to this corporation becoming active, acquired property which may make them eligible for membership in this corporation under several different forms of contracts. This Article VII of these By-Laws is adopted in an effort to deal fairly with such persons and the community as a whole.

Section 7.02 Social Membership Fee.

Owners of lots or living units at Renegade Resort, deriving title to their property from or through Renegade Limited Partnership, Renegade Limited Partnership, Chauncey Enterprises, Inc., or American Recreation Services, Inc. (that is to say, those owners of lots or living units who acquired title directly from one of the three companies named or in which one of the three companies appeared as a grantor in the chain of title), shall be required to pay an annual social membership fee to Renegade, which fee be payable through the Community Club, but shall be the property of Renegade. The social membership fee shall entitle the property owner to preferential property owner rates as established from time to time by Renegade for the use of the amenities and facilities at Renegade Resort. The amount of such social membership fee shall be subject to change by Renegade. The collection of the social membership fee shall be by the Community Club and in the event of non-payment, the collection mechanism provided in Article X of the Declaration of Covenants and Restrictions may be employed, including the imposition of liens against the property of the delinquent property owner and the foreclosure and sale of the property in satisfaction of the lien. The use of the collection mechanism of Article X may be used for both collection of delinquent dues owing to the Community Club and the social

membership fee herein established. The Community Club and Developer may enter into contracts from time to time regarding the collection of said social membership fee and the remittance of that fee from the Community Club to Renegade. Renegade shall have no obligation to pay a social membership fee on any lots or living units owned by it. Failure to pay the social membership fee shall disentitle the property owner from the use of the facilities and amenities at Renegade Resort except to the extent that members of the general public may use said facilities and amenities. Owners of timeshare property shall be obligated to pay a social membership fee to the extent required by their contracts of purchase and the organizational documents of the timeshare regime in which they own property.

Section 7.03 Election of Status by Persons Having Prior Contractual Claims; Failure to Elect.

Any person owning a lot in Renegade Resort who acquired the same by or through Resort Development Corporation or Renegade, Inc. (that is to say, those owners of Lots or Living Units who acquired title directly from one of the two companies named or in which one of the two companies appeared as grantor in the chain of title) shall have the right, by giving written notice to the Community Club within sixty (60) days after the effective date of the By-Laws of the Community Club, to elect either:

(a) to become a regular or a business member (as the case might be) of the Community Club, as provided for in the By-Laws of the Community Club, having the same privileges and being subject to the same liabilities as any other such regular or business member, including the obligation to pay the social membership fee described in Article I, Section (U); or,

(b) to retain their current status in this corporation, in which case such person; (i) will be required to pay the amount specified in his or her prior contract as dues to the Community Club; (ii) will be allowed to use the amenities and facilities at Renegade Resort on the same terms and at the same fees as members of the general public. In the event amenities or facilities are closed to the use of the general public, persons in this category shall have no right to use the amenities or facilities; (iii) will have no liability for any additional dues or assessments to this corporation, unless those dues are changed for Pre-1972 members as herein provided, and (iv) will be entitled to vote as provided in Article III.

All other owners of Lots or Living Units at Renegade Resort for so long as they pay all maintenance fee assessments due the Club and social membership fees due Renegade shall have a right and easement of enjoyment in and to the Common Properties and such easements shall be appurtenant to and pass with the title to each Lot or Living Unit.

The right of a timeshare unit week owner to use the common facilities shall be limited to the term of his unit week, provided, however, Renegade reserves the right to allow timeshare owners to use the facilities at times other than the term of their particular unit week by the payment of additional fees and the execution of additional contracts between the purchaser and Renegade as may from time to time be established.

Section 7.04 Becoming Regular or Business Members.

Any Pre-1972 member may become a regular or business member, as the case might be, by filing an application therefore and paying all sums which such persons would have paid as such regular or business member from the date of the adoption of these By-Laws.

ARTICLE VIII

RIGHT TO USE AMENITIES AND REGULATION THEREOF

Section 8.01 Right to Use Amenities.

It is recognized by all property owners at Renegade Resort that it is in the mutual best interests of the property owners, the Community Club and Renegade to attract members of the general public to use the facilities at Renegade Resort to generate operating revenue and to stimulate interest in the resort. It is further recognized that as more property is sold and more use is made of the facilities by property owners, the use of the facilities by the general public may need to be restricted. The extent to which the general public shall be allowed to use the facilities at Renegade Resort and the user fees for non-property owners shall be addressed by the Board annually prior to the annual meeting of the membership and the Board shall make recommendations to Renegade who shall retain the prerogative to determine user fees and the right of the general public to use the amenities and facilities.

Only those persons holding a currently valid membership card, guest card, or other card issued by this corporation, whether issued pursuant to the preceding paragraph or

otherwise, shall be entitled to use the amenities at Renegade Resort and the right to such use will be limited to the rights accruing to persons in a particular category identified by particular types of cards.

Section 8.02 Denial of Use.

Any person may be required by any officer or employee of or other person designated by this corporation to produce a card evidencing that person's right to use such amenities; and on the failure to produce such a card or on request, any person may be barred from such use. Appropriate steps will be taken to assure compliance with such rules and regulations.

Section 8.03 Regulations.

The Board of Directors may adopt rules and regulations governing the use of the amenities owned or controlled by this corporation. In its discretion the Board of Directors may call upon the Advisory Committee to assist in the preparation of such rules and regulations. The Advisory Committee may, however, at any time, suggest such rules and regulations to the Board. The Board of Directors may alter or revise such rules and regulations in its discretion. Appropriate steps will be taken to assure compliance with such rules and regulations.

ARTICLE IX

DUES AND ASSESSMENTS; BUDGETS

Section 9.01 Financing of Corporation.

(1) The corporation has three (3) basic sources of revenue; (i) receipts from charges made for the use of amenities owned or controlled by the corporation, herein sometimes called user charges; (ii) dues paid by members, as provided in these By-Laws, which dues are in lieu of all maintenance fees or membership fees heretofore due under contract with Renegade; and (iii) special assessments, as provided in these By-Laws.

(2) The basic control over the expenses of the corporation is through the requirement of published budgets and annual statements and the power to ratify or reject the funding of such budgets by vote of the membership, as herein provided.

(3) To the extent consistent with promoting reasonable use of such amenities, the Board shall establish user charges for the use of such amenities as are susceptible to the imposition of such charges, to the end that such amenities shall be as nearly self-sustaining as may be prudent.

(4) Membership dues are for the purpose of funding the on going, ordinary activities, operations and facilities of the corporation as reflected in the annual budgets to be adopted as herein provided.

(5) Special assessments are for the purpose of funding major construction projects which cannot feasibly be funded from other sources as further specified in Section 9.04.

(6) In planning for funding of the corporation's activities, operations and facilities, the Board of Directors shall consider the maintenance of existing amenities and common facilities owned, controlled, or subject to maintenance by the Club in good condition as the principal factor. The Board shall, however, consider: (i) the desirability of holding dues to the current level as is consistent with proper consideration of other factors and with the comparative value of the dollar; (ii) the policy against incurring any deficits; (iii) the establishing of adequate reserves; (iv) the maintenance of a good credit rating; and (v) any other factors which a reasonably prudent person would consider under similar circumstances.

Section 9.02 Members' Obligations to Pay Dues.

(1) All dues, assessments, interest and fees which may have been due to the corporation for all years up to calendar year 1987 are forgiven.

(2) Pre-1972 members. Each Pre-1972 member shall pay the sums specified in his or her contract for each lot or living unit until said amount may be changed or until such time as such member elects regular or business membership.

(3) Regular and Business Members. Each regular and business member of the corporation shall pay annual dues assessments for the calendar year 1988 in the amount of \$120.00 for each lot or living unit. Thereafter, the annual dues assessments shall be set by the Board of Directors each year and ratified by vote of the regular and business members as

provided in these By-Laws. In the event the Board of Directors fails to set dues for any year or the membership fails to ratify dues set by the Board, the dues for the ensuing calendar year shall be the same as for the prior year, adjusted to reflect the percentage of change Consumer Price Index (all items-city average) as published by the United States Department of Labor, Bureau of Labor Statistics, between the two (2) years preceding July 1 of the year in which the adjustment is made. In the event such Consumer Price Index is for any reason not available, such adjustment shall be based on some other measure of economic change published by the United States Government which, in the judgment of the Board of Directors, is comparable to the Consumer Price Index.

(4) Developer Member.

(a) Renegade shall pay annual membership dues in the same amount as that charged for regular or business members of the corporation for each living unit and lot owned by it within the property registered for sale with the Office of the Interstate Land Sales Registration, United States Department of Housing and Urban Development.

(b) The annual dues of Renegade may be paid in cash or by furnishing materials, equipment or services, including but not limited to maintenance and computer services. If requested to do so by a majority of the Board of Directors, Renegade shall account as to how its dues assessments were paid.

Section 9.03 Annual Budget.

(1) Each year, beginning in 1988, the Board of Directors shall, prior to the annual meeting of the members, adopt a budget for the following calendar year, which budget shall be based upon the anticipated revenues, including proposed membership dues, and estimated expenses for that year.

(2) Copies of the budget will be made available at the office of the corporation prior to the annual meeting for inspection by the members of the corporation; and will be made available at the annual meeting of members.

(3) In the event the members, for any reason, refuse or fail to ratify any increase in dues at the annual meeting, including any adjournment thereof, the Board of Directors shall revise the budget so as to reflect the change in anticipated income.

(4) The estimated expenses shall not exceed the anticipated revenues in the annual budget. If, during the course of the year, the revenues received are less than the revenues budgeted, the Board of Directors shall reduce the expenditures accordingly, so that every effort will be made to avoid deficits. In making such reductions, the Board of Directors may revise particular budget allocations in their discretion.

Section 9.04 Special Assessments.

(1) In addition to the annual membership dues, the corporation may make special assessments of two (2) kinds: (i) emergency assessments, for the purpose of reconstructing or making emergency repairs or replacements of any common properties owned by the corporation; and (ii) capital assessments for the making of substantial capital improvements in the nature of new or additional amenities or common properties, provided, however, that no such special assessment shall exceed twice the amount of the respective annual dues during any year.

(2) All special assessments will be levied in equal amounts on all regular and business members.

(3) Special assessments will be paid by Renegade on developer memberships in the same amount as charged for regular or business members for every lot or living unit owned by and then being offered for sale by Renegade as if such lots or living units were owned by regular members. In the event any such special assessment is due to be paid in more than one annual installment, Renegade may elect to assign the obligation for future installments to the purchaser of any such lot or living unit, which assignment, when notice thereof is received by the corporation, shall release Renegade from further liability therefor.

(4) Renegade may contract for the payment of any special assessment, in whole or in part, by providing services and materials for the corporation, which payment shall be reflected in the budget for the project to be funded by such special assessment.

(5) Before any special assessment shall be levied, the Board of Directors shall: (i) make a public announcement of the project to be funded by the special assessment; (ii) propose a budget for the proposed project, showing the estimated total cost thereof and the sources of the funds required to finance the same; (iii) make that budget available for inspection by any member of the corporation at the offices of the corporation; (iv) adopt a resolution to go forward with the project, including the proposed budget and the special assessment; (v) submit the special assessment to a meeting of the members for their ratification; and, (iv) have the special assessment ratified, in the case of any emergency assessment by the vote of a majority if the regular and business members, present and voting in person or by proxy, and in the case of a capital assessment by the vote of two-thirds (2/3rds) of the total number of regular and business members, voting together.

(6) In the event the members fail or refuse to ratify any special assessment, the same shall not be levied; but the Board of Directors may, by following the same procedure, submit a revised proposal to the membership.

(7) No Pre-1972 Member shall be subject to special assessments. Pre-1972 Members shall have no right to vote on the issue of whether there should be a special assessment and such members shall have no right to use any amenity constructed by the use of funds derived from a special assessment.

Section 9.05 Payments Subject to Interest; Enforcement. Liens.

By becoming a member of this corporation, Pre-1972, regular, business, or developer, person agrees:

- (1) To pay annual membership dues or special assessments, or both, when due, in accordance with the provisions of these By-Laws;
- (2) On the failure to pay any such dues or assessments when due, to pay interest thereon at the rate of ten (10%) percent per annum from the date of delinquency;
- (3) In the event collection of the same is referred to any attorney for the corporation, to pay reasonable attorney's fees and other costs of collection; and,

(4) By accepting membership in the corporation, each such member agrees that the corporation will retain any right to a lien to secure the payment of any dues or assessments hereunder, which such member had heretofore contracted for with respect to membership or maintenance fees.

(5) Owners of lots or living units at Renegade Resort, deriving title to their Property from or through Renegade Limited Partnership, Chauncey Enterprises, Inc., or American Recreation Services, Inc. (that is to say, those owners of lots or living units who acquired title directly from one of the three companies named, or in which one of the three companies appeared as a grantor in the chain of title) shall be required to pay annual maintenance fee assessments and the social membership fee defined at Section 7.02 of these By-Laws.

The officers of the corporation shall further include in all forms for application for future regular or business membership herein a provision giving this corporation a continuing lien on any lot or living unit owned by such applicant for the purpose of securing the payment of dues and assessments hereunder.

ARTICLE X

SPECIAL CORPORATE ACTS AND PROHIBITIONS

Section 10.01 Negotiable Instruments.

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

Section 10.02 Execution of Deeds, Contracts, Etc.

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

Section 10.03 Prohibition Against Sharing In Corporate Earnings.

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

Section 10.04 Prohibition Against Issuance of Shares.

This corporation shall not have or issue shares.

Section 10.05 Corporate Transactions in Which Directors or Officers Have An Interest.

(1) Except as otherwise provided by law, no transaction in which a Director or officer has a personal or adverse interest, shall be void or voidable solely for this reason, or solely because he is present or participates in the meeting, or his vote is counted, if:

(a) The material facts as to his interest and as to the transaction are disclosed or are known to the Board or committee and the fact of such interest is noted in the minutes, and the Board or committee authorizes, approves, or ratifies the transaction by a vote sufficient for such purpose without counting the vote of the interested Director or Directors; or,

(b) The material facts as to his interest and as to the transaction are disclosed or are known to the members and the transaction is specifically approved by vote of the members without counting the vote of any interested Director or officer; or,

(c) The transaction is fair and equitable as to the corporation at the time it is authorized or approved, and the party asserting the fairness of the transaction establishes fairness.

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

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01 Seal.

The corporation may, by resolution of the Board of Directors, adopt a corporate seal which shall have inscribed thereon the name of the corporation, the year of incorporation, and the words "Tennessee" and "seal," and shall be circular in form. The presence or absence of such seal on any instrument, or its addition thereto, shall not affect the character, the validity or legal effect thereof in any respect. The affixing of the seal shall not be necessary for the execution of any instrument or document by the corporation, and such seal shall be used only where deemed expedient in the judgment of the officer executing documents or instruments on behalf of the corporation.

Section 11.02 Fiscal Year.

The fiscal year of the corporation shall be the calendar year, unless otherwise designated by the Board.

Section 11.03 Annual Financial Statement.

The Board of Directors shall cause an accurate statement of the assets and liabilities of this corporation as of the close of each fiscal year and of the results of its operations and of changes in surplus for each fiscal year, all in reasonable detail, to be made and filed at the principal office of the corporation, within four (4) months after the end of such fiscal year, and there kept available for a period of at least two (2) years for inspection on request by any Director or member.

Section 11.04 Books and Records.

(1) The Board of Directors shall establish procedures and policies whereby it is made certain that the officers of the corporation shall:

- (a) Keep correct and complete books and records of accounts;
- (b) Keep minutes of the meetings of the Board of Directors and any committees thereof, and of the Advisory Committee; and,

(c) Keep at the principal office of the corporation a record of the members of the corporation, giving the names and addresses of all members.

(2) All books and records of the corporation may be inspected by any member, or an agent of any member, for any proper purpose at any reasonable time.

Section 11.05 Directors and Officers Indemnification; Liability Insurance.

Directors and officers of the corporation may be indemnified as provided in §§48-1-406 through 48-1-411, Tennessee Code Annotated; and the corporation, by resolution of the Board of Directors, may procure and maintain liability insurance on behalf of the Directors and officers as provided in §48-1-406, Tennessee Code Annotated.

Section 11.06 Member Initiatives.

By filing a statement of a proposal with the secretary or an assistant secretary of the corporation at least sixty (60) days prior to any annual meeting, signed by at least two (2%) percent of the regular or business members of the corporation, members may initiate prior official consideration of any matter. The Board of Directors shall, promptly after the filing of such a statement, take an official position with respect thereto. In any proxy solicitation made by or on behalf of a majority of the Board of Directors, any such proposal shall be stated or described and the recommendation of the Board with respect thereto shall be stated. Such matters shall then come before the membership at the annual meeting in the regular course of considering new business.

Section 11.07 Amendments.

These By-laws may be amended by a majority vote of all of the members, present in person or by proxy, entitled to vote at any regular or special meeting of members; provided, notice of intent to amend shall have been contained in the notice of any special meeting for that purpose. The Board of Directors may, by a two-third (2/3) majority of the entire Board, at any regular meeting of the Board or at any duly called special meeting, amend these By-laws, including By-laws adopted by the members; provided, that the members may from time to time specify particular provisions of these By-laws which shall not be amended by the Board of Directors.

ARTICLE XII
DEFINITIONS

Section 12.01 Definitions of Particular Terms.

As used in these By-Laws, unless the context otherwise requires, the following terms shall have the following meanings:

- (1) "Amenities" - means those facilities owned, operated or controlled for the use and benefit of members of the corporation for recreational, social and related purposes.
- (2) "Common facilities" - means that land and those improvements owned, operated and controlled for the general use and benefit of Renegade.
- (3) "Developer" - means Renegade Limited Partnership, its successors and assigns, as so designated in filings with the office of Interstate Land Sales Registration.
- (4) "Immediate family" - means spouse and unmarried children under 22 years of age.
- (5) "Renegade Resort" - means that area being developed by Renegade Limited Partnership, or its affiliates, as reflected in the Property Report relating thereto dated June 5, 1987, including other parts originally developed by others.
- (6) "Living unit" - means any portion of a building designed and intended for use and occupancy as a residence by a single family.
- (7) "Lot" - means a single unit of land shown as such on a plat of record in the Register's Office for Cumberland County, Tennessee.
- (8) "Record owner" - means a person holding title to real property, the deed of which is of record in the Register's Office for Cumberland County, Tennessee.
- (9) "Cumberland Gardens" - is the former name of the development, now known as Renegade Resort.

RENEGADE RESORT
FIRST AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS

WHEREAS, on July 26, 1972, American Recreation Services, Inc., "Recreation Unlimited, Inc., and Renegade Community Club, executed a document entitled, Declaration of Covenants and Restrictions for Renegade Resort, that instrument being of record in the Register's Office of Cumberland County, Tennessee in Deed Book 124, page 5, et seq., Register's Office, Cumberland County, Tennessee; and,

WHEREAS, the original Declaration of Covenants and Restrictions was supplemented by a Supplemental Declaration of Covenants and Restrictions dated March 14, 1973, of record at Deed Book 132, page 364, et seq., Register's Office, Cumberland County, Tennessee; and,

WHEREAS, Renegade Limited Partnership (Renegade), a Tennessee limited partnership, is the current developer of the real property formerly known as Cumberland Gardens (but prior to 1987, also then known as Renegade Resort,) now known as Renegade Resort; and,

WHEREAS, Renegade Community Club (the Club) formerly named the Cumberland Community Club; and,

WHEREAS, Renegade Limited Partnership and Renegade Community Club desire to amend the Declaration of Covenants and Restrictions adopted on July 26, 1972; and,

WHEREAS, by this First Amendment, the undersigned parties hereby state the substance of said Amendment, as adopted by the Club and Renegade.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed and the approval of the Club and Developer herein expressed, the Declaration of Covenants and Restrictions for Renegade Resort is hereby amended as follows:

(1) ARTICLE I - DEFINITIONS, Section I (C) - "Club" is deleted in its entirety and in its place and stead is substituted the following language:

(C) "Club" shall mean and refer to RENEGADE COMMUNITY CLUB, its subsidiaries, successors, and assigns. The terms "Club" and "Community Club" shall be synonymous.

This instrument prepared by:
LOONEY & LOONEY, ATTORNEYS
Crossville, Tennessee 38555

(2) ARTICLE I - DEFINITIONS, Section 1 (D), "Common Properties." The following language is added as a new paragraph under the existing paragraph:

Notwithstanding any other provision of the Declaration of Covenants and Restrictions to the contrary, Renegade may, in its sole, exclusive and unfettered discretion choose:

- (i) to retain legal title to the common properties; or,
- (ii) to convey legal title to some or all of the common properties to the Community Club, or other persons or entities; or,
- (iii) to build new or additional facilities without designating those facilities as common properties.

(3) ARTICLE I - DEFINITIONS, Section 1 (E) - "Limited Common Properties." The following language is added as a new paragraph under the existing paragraph:

Notwithstanding any other provision of the Declaration of Covenants and Restrictions to the contrary, Renegade may, in its sole, exclusive and unfettered discretion choose:

- (i) to retain legal title to the limited common properties; or,
- (ii) to convey legal title to some or all of the limited common properties to the Community Club, or other persons or entities; or,
- (iii) to build new or additional facilities without designating those facilities as limited common properties.

(4) ARTICLE I - DEFINITIONS, Section 1 (S) - "Developer" is deleted in its entirety and in its place and stead is substituted the following language:

(S) "Developer" shall mean Renegade Resort LLC, a Tennessee limited partnership, its subsidiaries and its assignees to which the particular rights and privileges of Renegade, which are different from those of individual Lot owners, have been conveyed.

(5) ARTICLE I - DEFINITIONS, Section 1 (T), "Assessments," "Dues," "Dues Assessments." The period at the end of the existing paragraph is changed to a comma and the following language is added thereafter:

"... and shall also include the social membership fee described in Article I - Definitions (U)."

(6) ARTICLE I - DEFINITIONS. A new paragraph designated as Paragraph (U) is added as follows:

(U) "Social Membership Fee." Owners of lots or living units at Renegade, deriving title to their property from or through Renegade Limited Partnership, Renegade Limited Partnership, Chauncey Enterprises, Inc., or American Recreation Services, Inc. (that is to say, those owners of lots or living units who acquired title directly from one of the three companies named or in which one of the three companies appeared as a grantor in the chain of title), shall be required to pay an annual social membership fee to Renegade, which fee be payable through the Community Club, but shall be the property of Renegade. The social membership fee shall entitle the property owner to preferential property owner rates as established from time to time by Renegade for the use of the amenities and facilities at Renegade. The amount of such social membership fee shall be subject to change by Renegade. The collection of the social membership fee shall be by the Community Club and in the event of non-payment, the collection mechanism provided in Article X of the Declaration of Covenants and Restrictions may be employed, including the imposition of liens against the property of the delinquent property owner and the foreclosure and sale of the property in satisfaction of the lien. The use of the collection mechanism of Article X may be

used for both collection of delinquent dues owing to the Community Club and the social membership fee herein established. The Community Club and Developer may enter into contracts from time to time regarding the collection of said social membership fee and the remittance of that fee from the Community Club to Renegade. Renegade shall have no obligation to pay a social membership fee on any lots or living units owned by it. Failure to pay the social membership fee shall disentitle the property owner from the use of the facilities and amenities at Renegade except to the extent that members of the general public may use said facilities and amenities. Owners of timeshare property shall be obligated to pay a social membership fee to the extent required by their contracts of purchase and the organizational documents of the timeshare regime in which they own property.

(7) ARTICLE I - DEFINITIONS. A new paragraph designated as Paragraph (V) is added as follows:

(V) "Interval Ownership" shall mean a concept whereby lots or living units are conveyed for periods of time, the owner receiving a stated period for a period of years, together with the remainder over in fee simple as tenants in common with all other owners of unit weeks in each particular lot or living unit from such date under such conditions as may be provided in the Declaration creating such interval ownership. The terms "Interval Ownership" and "Timeshare" or "Timesharing" shall be considered interchangeable herein.

(8) ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, Section 2, "Dedicated Properties" is amended to delete the preamble phrase preceding the property descriptions, and in its place and stead to substitute the following language:

Section 2 - Dedicated Properties. As of July 26, 1972, the following lands were dedicated and fully subject to said Declaration, all situated in the County of Cumberland, State of Tennessee, as follows:

(9) ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, Section 3, "Additions to Property" is amended to add the following language at the end of the existing subparagraph (a):

Renegade has previously added the following properties to the operation of the Declaration:

(i) Cumberland Point Condominium added by Supplemental Declaration dated March 26, 1987, of record at Deed Book 333, page 688, et seq., Register's Office, Cumberland County, Tennessee.

(ii) Laurel Hills Timeshare Regime added by Supplemental Declaration dated March 26, 1987, of record at Deed Book 334, page 1, et seq., Register's Office, Cumberland County, Tennessee.

(iii) Woodridge Timeshare Regime added by Supplemental Declaration dated March 26, 1987, of record at Deed Book 333, page 601, et seq., Register's Office, Cumberland County, Tennessee.

(10) ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, Section 3, "Additions to Property," subparagraph (c) is amended to change the two references to "Supplementary Declaration" to read "Supplemental Declaration."

(11) ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, Section 3, "Additions to Property" is amended to add an additional subsection (d) as follows:

(d) Renegade shall specifically have the right to add timeshare property by the filing of Supplemental Declarations of Covenants and Restrictions, which shall extend the plan of the Covenants and Restrictions of this Declaration to such timeshare property under the terms and conditions set out in the Supplemental Declaration of Covenants and Restrictions creating the timeshare regime.

(12) ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, Section 4, "Additions Limited to Developer" is amended to delete the existing paragraph and to substitute in its place and stead the following:

Section 4 - Additions Limited to Developer. Only Renegade shall have the right to place additional lands under the covenants and restrictions or to cause additional land to be entitled to the benefits arising hereunder, unless Renegade shall agree, in writing, with the Club that such additional lands may be included hereunder.

The real property described in the original Declaration is deleted and removed from the operation of the Declaration.

(13) ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, Section 5, "Severability as to Each Property" is amended to delete the existing paragraph and to substitute in its place and stead, the following:

Section 5 - Severability as to Each Property. Notwithstanding any provision contained herein, if any lot, living unit, timeshare property, or other parcel or interest in land described in this Article II or in the future added to this Declaration as provided herein, shall for any reason fail to be validly bound by the terms of this agreement, such failure as to such lot, living unit, timeshare property or other parcel or interest in land shall in no way prevent or limit the effectiveness of this agreement with respect to all other properties that are properly included hereunder.

(14) ARTICLE III - MEMBERSHIP AND VOTING RIGHTS IN THE CLUB,

Section 1, "Membership" is amended to add the following language after the phrase "... shall be a member of the Club, provided ..." in the seventh line and the phrase "... that any such person or entity ..." in the eighth line, to-wit:

... however, that such membership shall continue for only so long as all dues, assessments and social membership fees are paid current, and further provided, ...

(15) ARTICLE III - MEMBERSHIP AND VOTING RIGHTS IN THE CLUB,

Section 2, "Classes of Membership and Voting Rights" and Section 3, "Rights of Membership" are deleted in their entirety, and the following language is substituted in the place and stead thereof:

Section 2 - Classes of Membership and Voting Rights. The following classes of membership are established:

1. PRE-1972 MEMBERSHIPS: Each owner of a lot or living unit at Renegade, who acquired the lot or living unit by or through Resort Development Corporation or Renegade, Inc. (that is to say, those owners of lots or living units who acquired title directly from one of the two companies named, or in which one of the two companies appeared as grantor in the chain of title), shall be considered a Pre-1972 Member. Each such member shall have one (1) vote per deeded lot or living unit, but in no event shall there be more than one (1) vote per such lot or living unit. The privilege of Pre-1972 Membership shall be transferable upon conveyance of the lot or living unit, and any such member shall be entitled to resign such membership. Such membership may be terminated by delinquency in dues payment, if any, if such delinquency shall continue for 30 days past the due date for dues payments as herein established. Should a Pre-1972 Membership be terminated by resignation or a delinquency in dues payment, if any, it cannot be

renewed. Dues on Pre-1972 membership shall be as established in their contract of purchase.

2. REGULAR MEMBERSHIPS: In order to be eligible to become a regular member of the corporation, a person must own at least an undivided one-half (1/2) interest, in fee simple, in a lot or living unit. There shall be one (1) vote for each lot or living unit and if there is more than one owner, then the co-owners must designate the member who is entitled to vote. There shall be no more than two (2) members per lot or living unit.

3. BUSINESS MEMBERSHIPS: Each entity, other than a natural person, which owns the fee simple interest in a lot or living unit shall be eligible to hold a business membership. As such, the entity shall be entitled to designate two persons to enjoy the privileges of membership in accordance with the rules of the Club. The persons designated to enjoy the privileges of membership shall designate the member who is entitled to vote. There shall be no more than two (2) members for each lot or living unit owned by an entity other than a natural person.

4. ASSOCIATE MEMBERSHIPS: Any person or entity who entered into a contract for purchase and who has not paid Renegade in full under the contract of purchase shall be entitled to be an associate member. An associate member shall be entitled to all the privileges of membership, except the right to vote, which shall remain in Renegade until the contract of purchase is paid in full. Cancellation or rescission of the contract of purchase shall terminate the associate membership.

5. DEVELOPER MEMBERSHIPS: Renegade, its successors or assigns, shall be entitled to ten (10) votes for each lot or living unit of which it is the record owner, whether such lot or living unit is subject to an outstanding contract of sale to a purchaser or not, and irrespective of whether said Lot is registered for sale with the Office of Interstate Land

Sales Registration, United States Department of Housing and Urban Development or not. Developer shall be entitled to all of the privileges of issuing temporary guest cards to the Club as it may deem necessary to assist in sale and development of the properties, so long as it shall be a member. Should Renegade deplat previously platted Lots, that is, return an area previously subdivided into lots back into acreage, Renegade shall have no obligation to pay dues on the lots so deplatted and shall have no right to vote on those lots so deplatted.

Section 3 - Rights of Membership. The privileges of Pre-1972, regular, business, associate and developer members shall be defined in this Declaration and in the By-Laws of the Community Club.

(16) ARTICLE III - MEMBERSHIP AND VOTING RIGHTS IN THE CLUB, a new Section 4, "Voting Rights Of Timeshare Owners" is added as follows:

Section 4 - Voting Rights of Timeshare Owners. Each full unit of timeshare property shall be entitled to a one (1) vote in the Community Club. Individual unit week owners shall not be entitled to a vote in the Community Club. The method of voting the vote of a unit committed to interval ownership shall be as established in the documents creating the timeshare regime, including but not limited to, the Supplemental Declaration of Covenants and Restrictions and Master Deed, and By-Laws.

(17) ARTICLE IV - UTILITY EASEMENTS, Section 2 - "Reservations of Utility Easements" is amended to add the following phrase at the end of the existing language:

"Renegade may also reserve easements by so noting such reservations on recorded plats of subdivisions."

(18) ARTICLE VI - PLAN FOR CONSTRUCTION AND MAINTENANCE OF COMMON PROPERTIES, Section 1 - "Water System." The last sentence of Section 1 is amended to read as follows:

Developer shall determine the most feasible manner of providing for a permanent central water system and may, but shall not be obligated to, transfer ownership to the Club; in which event, the water system shall become a Common Property and shall be operated, maintained and improved by the Club and all revenue shall belong to the Club.

(19) ARTICLE VI - PLAN FOR CONSTRUCTION AND MAINTENANCE OF COMMON PROPERTIES, Section 3 - "Golf Course and Other Recreational Facilities." The first sentence in the Section shall remain as currently written and the remainder of the Section shall read as follows:

Although Renegade shall be under no obligation to do so, if and when Renegade chooses to sell and convey the Golf Course and/or any other Common Properties to the Club, the terms of such sale and conveyance shall be mutually agreed upon by Renegade and the Club at that time, and thereafter the costs of maintenance, capital improvements, operation, taxes and other expenses incident to such Common Properties shall be the obligation of the Club, and shall be paid from dues or assessments against each Lot and Living Unit as herein provided, and also from fees for the use of the Common Properties. Renegade shall be the sole judge as to the time when the Golf Course and other Recreational Facilities shall be constructed, and if Renegade shall decide that it is not economically feasible to construct any or a portion of such facilities due to the failure to sell sufficient Lots or Living Units, it shall not be obligated to construct same.

(20) ARTICLE VII - PLAN FOR CONSTRUCTION AND MAINTENANCE OF LIMITED COMMON PROPERTIES, Section 1 - "Construction and Maintenance." The following language is added at the end of the existing paragraph:

Developer may build facilities without being required to designate those facilities as Common or Limited Common Properties.

(21) ARTICLE VIII - PROPERTY RIGHTS OF THE COMMON PROPERTIES,
Section 1 - "Members' Easement of Enjoyment." The existing paragraph under Section 1 is deleted and in its place and stead is substituted the following language:

Subject to the provisions of Article IV, Article VI and Section 3 of this Article VIII, every member, so long as such membership shall continue shall have a right and easement of enjoyment in and to the Common Properties, provided, however, any person owning a lot in Renegade who acquired the same by or through Resort Development Corporation or Renegade, Inc. (that is to say, those owners of Lots or Living Units who acquired title directly from one of the two companies named or in which one of the two companies appeared as grantor in the chain of title) shall have the right, by giving written notice to the Community Club within sixty (60) days after the effective date of the By-Laws of the Community Club, to elect either:

(a) to become a regular or a business member (as the case might be) of the Community Club, as provided for in the By-Laws of the Community Club, having the same privileges and being subject to the same liabilities as any other such regular or business member, including the obligation to pay the social membership fee described in Article I, Section (U); or,

(b) to retain their current status in this corporation, in which case such person; (i) will be required to pay the amount specified in his or her prior contract as dues to the Community Club; (ii) will be allowed to use the amenities and facilities at Renegade on the same terms and at the same fees as members of the general public. In the event amenities or facilities are closed to the use of the general public, persons in this category shall have no right to use the amenities or facilities; (iii) will have no liability for any additional dues or assessments to this corporation over and above what is charged to similar members, unless those dues are changed for Pre-1972 members as provided herein, or in the By-Laws of the Community Club, and (iv) will be entitled to vote as provided in Article III.

All other owners of Lots or Living Units at Renegade for so long as they pay all maintenance fee assessments due the Club and social membership

fees due Renegade shall have a right and easement of enjoyment in and to the Common Properties and such easements shall be appurtenant to and pass with the title to each Lot or Living Unit.

The right of a timeshare unit week owner to use the common facilities shall be limited to the term of his unit week, provided, however, Renegade reserves the right to allow timeshare owners to use the facilities at times other than the term of their particular unit week by the payment of additional fees and the execution of additional contracts between the purchaser and Renegade as may from time to time be established.

(22) ARTICLE VIII - PROPERTY RIGHTS OF THE COMMON PROPERTIES,

Section 2, "Title to Common Properties." The existing paragraph under Section 2 - Title to Common Properties is deleted in its entirety and in its place and stead is substituted the following language:

Renegade may, but shall not be obligated to, convey the Common Properties to the Club after the construction of same is completed, or at an earlier date, and if Renegade chooses to convey said Common Properties to the Club, such sale shall be on such terms and conditions as may be mutually agreeable by and between the parties.

(23) ARTICLE VIII - PROPERTY RIGHTS OF THE COMMON PROPERTIES,

Section 3, "Extent of Members' Easements." Paragraph (e) is amended to read:

- (e) the right of the Club to make such recreational facilities to which it holds legal title available by lease or otherwise, subject to subparagraph (f) hereof, to another Country Club, which shall be a non-profit corporation, with the right of the other country club to charge dues to members and permit persons who are not members to become members of the other country club for a membership payment and also for payment of dues, and with the understanding

the other country club shall have the right to make rules and regulations which shall be enforceable as to members; and,

(24) ARTICLE VIII - PROPERTY RIGHTS OF THE COMMON PROPERTIES, Section 3, "Extent of Members' Easements." Paragraph (g) is deleted and Paragraph (h) is renumbered as Paragraph (g) and is amended to read as follows:

- (g) the right of the Club to dedicate or transfer all or any part of the Common Properties to which it holds legal title, to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer shall be effective unless such action shall be approved by a vote of 51% of the membership, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

(25) ARTICLE IX - PROPERTY RIGHTS OF THE COMMON PROPERTIES, Section 4, "Parking Rights." The first sentence of the existing paragraph is amended to read as follows:

Subject to reasonable rules and conditions, the Club shall attempt to maintain and designate at least one (1) parking space conveniently located with respect to each living unit for which Renegade may request same and such parking space shall be for the exclusive use of members residing therein, their families, or guests....

(26) ARTICLE IX - PROPERTY RIGHTS OF THE LIMITED COMMON PROPERTIES, Section 2, "Title to the Limited Common Properties" is deleted in its entirety and in its place and stead is substituted the following language:

Renegade may retain the legal title to the Limited Common Properties until construction of any improvements is completed and may then, in its discretion, convey the title of the particular Limited Common Properties

to the non-profit corporation created to serve such Limited Common Properties as provided in Article VII; or, if Developer deems it more desirable and the Club agrees, then Developer may convey to the Club and it shall perform as provided in Section 2, Article VII hereof.

(27) ARTICLE X - COVENANT FOR MAINTENANCE ASSESSMENTS, Section 1, "Limitation with Respect to certain Article II, Section 1 Properties" is deleted in its entirety and in its place and stead is substituted the following language:

Section 1 - Limitation with Respect to certain Article II, Section 1 - Properties. Section 2 of this Article X shall not apply to any Property described in Article II, Section 1, if such Property to any Property described in Article II, Section 1, if such Property was acquired by or through Resort Development Corporation or Renegade, Inc. (that is to say, those owners of lots or living units who acquired title directly from one of the two companies named, or in which one of the two companies appeared as grantor in the chain of title). On such properties, Renegade may indicate the exception of such Property by reference in the deed or by a subsequent written and recorded statement, provided, however, that owners may subject their property to all of the terms and conditions of this Declaration by becoming regular or business members in accordance with the terms and provisions of the By-Laws of the Community Club.

(28) ARTICLE X - COVENANT FOR MAINTENANCE ASSESSMENTS, Section 2, "Creation of Lien" is deleted in its entirety and in its place and stead is substituted the following language:

Section 2 - Creation of Lien. Except as provided in Section 1, Renegade for each Living Unit and Lot owned by it within The Properties registered for sale with the Office of Interstate Land Sales Registration, United States Department of Housing and Urban Development, hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefore, or by entering into a contract of purchase with Renegade,

whether or not it shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Club: (1) annual assessments of charges; (2) special assessments for capital improvements; and, (3) the social membership fee described in Article I, Section (U), such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual, special assessments and social membership fee, together with such interest thereon and costs of collection thereof as herein provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Renegade shall have no obligation to pay a social membership fee on any Lot or Living Unit owned by it. Renegade shall have no obligation to pay a social membership fee on any timeshare property owned by it. Should Renegade deplat previously platted Lots, that is, return an area previously subdivided into lots back into acreage, Renegade shall have no obligation to pay dues on the lots so deplatted and shall have no right to vote on those lots so deplatted.

(29) ARTICLE X - COVENANT FOR MAINTENANCE ASSESSMENTS, Section 4, "Basis and Maximum of Annual Dues Assessments." The first paragraph under Section 4 is deleted in its entirety and in its place and stead is substituted the following language:

Section 4 - Basis and Maximum of Annual Dues Assessment. Effective August 1, 1972, the annual dues assessment shall be \$120.00 per lot or living unit for all memberships, except Pre-1972 members, who shall be obligated to pay the amounts specified in their contract to purchase. Renegade shall be obligated to pay dues only on lots registered for sale with the Office of Interstate Land Sales Registration, United States Department of Housing and Urban Development, and on living units owned by it. Renegade shall have no obligation to pay a social membership fee on any lot or living unit owned by it. The annual assessment may be changed by the Board of Directors of the Community

Club for all except Pre-1972 Charter members in accordance with the By-Laws. The amount of the social membership fee shall be established by Renegade, or its successors or assigns. The amount of assessment for individual unit week owners shall be calculated by multiplying the annual dues assessment for a lot or living unit for a regular membership by 3 and dividing that product by 50. The resulting quotient will be the amount required to be paid by a timeshare unit week owner to the Community Club.

(30) ARTICLE X - COVENANT FOR MAINTENANCE ASSESSMENTS, Section 9, "Delegation of Collection of Assessment" is deleted in its entirety and in its place and stead is substituted the following language:

The Club may delegate to Developer, or to other persons or entities, the duty of collecting the dues assessments, but all such collections shall belong to the Club, with the exception of the social membership fee, which shall be the property of Renegade. Due to the common interest of Renegade and the Club, the Club in the delegation of the collection of the assessments may agree that the failure on the part of an Owner to pay an assessment as herein provided shall be a reason or ground for which Renegade may rescind a contract of sale as to a Lot or Living Unit.

Any partial payment of the annual maintenance fee assessment and social membership fee tendered by a property owner to the Community Club or its designated representative for collection shall first be applied to the payment of unpaid maintenance fee assessments and then to unpaid social membership fees.

(31) ARTICLE X - COVENANT FOR MAINTENANCE ASSESSMENTS, Section 10, "Effect of Non-Payment of Assessment; The Lien; Remedies of Club." In the second line of Section 10, after the word "assessments" is added the following phrase:

"... and social membership fee ..."

(32) ARTICLE X - COVENANT FOR MAINTENANCE ASSESSMENTS, Section 10, "Effect of Non-Payment of Assessment; The Lien; Remedies of Club." In the second paragraph of Section 10 in the third line, the phrase, "... at the rate of 6% per annum..." is deleted and in its place and stead is substituted the following language:

"... at a rate of interest established by the Board, but not in excess of the highest rate of interest allowed by Tennessee law."

(33) ARTICLE X - COVENANT FOR MAINTENANCE ASSESSMENTS, Section 12, "Exempt Property." A new paragraph at the end of the existing section is added with the following language:

Renegade shall have no obligation to pay any maintenance fee assessment on any lot owned by it, which is not registered for sale with the Office of Interstate Land Sales Registration, United States Department of Housing and Urban Development. Renegade shall have no obligation to pay maintenance fees on any lot reacquired from a private third party owner. Renegade shall have no obligation to pay social membership fees on any lots, living units, or timeshare property owned by it. Should Renegade deplat previously platted Lots, that is, return an area previously subdivided into lots back into acreage, Renegade shall have no obligation to pay dues on the lots so deplatted and shall have no right to vote on those lots so deplatted.

(34) ARTICLE XII - ARCHITECTURAL CONTROL COUNCIL, Section 1, "Review by Council." The word "colors" is added after the word "height" and before the word "materials", in the fifth line of Section 1.

(35) ARTICLE XII - ARCHITECTURAL CONTROL COUNCIL, Section 1, "Review by Council." The period at the end of the first sentence which ends in the ninth line of Section 1 is changed to a comma and the following language is added thereafter:

"... provided, however, that Renegade may delegate the authority of selecting the Architectural Control Council to the Board of Directors of the Community Club if it chooses to do so."

(36) ARTICLE XII - ARCHITECTURAL CONTROL COUNCIL, Section 1, "Review by Council." The following language is added at the end of the existing paragraph:

The Board may, from time to time, adopt such rules and regulations governing the Architectural Control Council as they deem appropriate. The authority of the Architectural Control Council shall specifically extend to residential or commercial property, which may be proposed to be built at Renegade, but shall specifically not apply to any Developer improvements.

(37) ARTICLE XV - GENERAL PROVISIONS, Section 3, "Enforcement." The following language is added at the end of the existing paragraph:

If the Club, or Renegade, initiates suit to enforce any portion of this Declaration or the Protective Covenants and is successful in the prosecution of said suit, then and in that event, the Club and/or Renegade may recover its costs of prosecuting said suit, including its reasonable attorney fees.

(38) ARTICLE XV - GENERAL PROVISIONS, Section 6, "Limitation with Respect to Certain Article II Section 1 Properties." The period at the end of the existing paragraph is changed to a comma and the following language is added thereafter:

"..., unless they choose to become regular or business members in accordance with the By-Laws of the Community Club."

(39) PROTECTIVE COVENANTS, No. 19, "Signs", (b) is deleted in its entirety and in its place and stead is substituted the following language:

19. Signs ...

(a)

(b) Signs of a temporary nature, advertising improved property for sale, which signs shall be to the specifications established by the ACC. No FOR SALE signs shall be allowed on unimproved property;

(c) ...

...

(40) PROTECTIVE COVENANTS, No. 24, "Livestock and Poultry." The period at the end of the existing paragraph is changed to a comma and the following language is added thereafter:

"..., and provided further, that any dogs, cats or other pets shall be restrained on leashes when off of the property. Any cages or fencing for pets and any doghouses or other pet housing shall be approved by the ACC."

(41) PROTECTIVE COVENANTS. The following new section, numbered 29, is added to the Protective Covenants:

29. No satellite dishes or similar devices shall be allowed, except under such rules as may be established by the ACC. The installation of any such system shall be subject to the approval of the ACC.

(42) PROTECTIVE COVENANTS. The following new section, numbered 30 is added to the Protective Covenants:

30. No parking of recreational vehicles, boats, motor homes, commercial trucks, or other similar vehicles or objects shall be allowed on any lot or at any living unit.

(43) With regard to the Supplemental Declaration of Covenants and Restrictions, dated March 14, 1973, executed by American Recreational Services, Inc., Recreational Unlimited, Inc., and Renegade Community Club, of record at Deed Book 132, page 364, et seq., Register's Office, Cumberland County, Tennessee, all properties added to the Declaration by that

document, with the exception of Block 10-A, Renegade Resort, Lots 1 through 33, and Reserved Properties described in Paragraph II on Page 365 of that document, are deleted.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the 20th day of October, 2005.

RENEGADE MOUNTAIN COMMUNITY CLUB
A Tennessee Corporation

BY: Edward E. Curtis
Edward E. Curtis
President

STATE OF Indiana
COUNTY OF Warrick

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, Edward E. Curtis, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he the President of Renegade Mountain Club, a Tennessee Corporation, and is authorized by Renegade Mountain Club to execute this instrument on behalf of Renegade Mountain Club.

WITNESS MY HAND AT OFFICE this 20th day of October, 2005.

My commission expires: 1-27-07

Colleen H. Jackson
Notary Public



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the 20th day of October, 2005.

RENEGADE RESORT, LLC
A Nevada Limited Liability Corporation

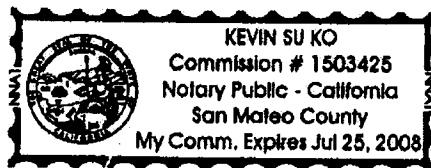
BY: Joseph L. Wucher
Joseph L. Wucher
Managing Member

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, Joseph L. Wucher, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he the Managing Member of Renegade Resort, LLC, a Nevada limited liability company, and is authorized by Renegade Resort, LLC to execute this instrument on behalf of Renegade Resort, LLC.

WITNESS MY HAND AT OFFICE this 20th day of October, 2005.

My commission expires: July 25, 2008



(SEAL)

[Signature]
Notary Public

State of Tennessee, County of CUMBERLAND
Received for record the 26 day of
OCTOBER 2005 at 11:54 AM. (REC# 347774)
Recorded in official records GENERAL IN
Book 1212 pages 1290-1345
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 282.00, Total \$ 282.00,
Register of Deeds JUDY GRAHAM SWALLONS
Deputy Register ADRIA C. WHITTENBURG

BK 1212 PG 1345

Exhibit C

RECEIVED
6-23-16

IN THE CHANCERY COURT FOR CUMBERLAND COUNTY, TENNESSEE

GARY HAISER AND JOEL MATCHAK, AS MEMBERS
OF THE BOARD OF DIRECTORS OF THE RENEGADE
MOUNTAIN COMMUNITY CLUB; THE RENEGADE
MOUNTAIN COMMUNITY CLUB; JOHN MOORE;
GERALD NUGENT; TINA WILLIAMS; JOHN PETERS;
THOMAS BAUER; AND WENDELL BLAIR

Plaintiffs

Notice of entry requested

vs.

NO. 2011-CH-508

MICHAEL McCLUNG, MICHAEL HAINES,
PHILLIP GUETTLER, MOY TOY, LLC, AND
DARREN GUETTLER, ET AL

Defendants

FILED
7-1-16
2:19
AV
7-1-16
JL

RENEGADE MOUNTAIN COMMUNITY
CLUB, MICHAEL McCLUNG, PHILLIP
GUETTLER, and DARREN GUETTLER

Plaintiffs

vs.

NO. 2012-CH-527

GARY HAISER, JOEL MATCHAK, JOHN
MOORE, GERALD NUGENT, TINA
WILLIAMS, and JUDY SCALES PATTERSON

Defendants

ORDER

December, 2015; February 2, 2016; March 7, 2016; and April 14, 2016, by and before Ronald Thurman, Chancellor of the Chancery Court for Cumberland County, Tennessee. Based on the testimony of witnesses, the Trial Exhibits, arguments of counsel, and the file as a whole, this Court hereby rules as follows:

1. Neither of the Board of Directors of the Renegade Mountain Community Club ("RMCC") controlled by the Plaintiffs in Case No. 2011-CH-508 styled Gary Haiser and Joel Matchak, as Members of the Board of Directors of the Renegade Mountain Community Club; the Renegade Mountain Community Club; John Moore; Gerald Nugent; Tina Williams; John Peters; Thomas Bauer; and Wendell Blair v. Michael McClung, Michael Haines, Phillip Guettler, Moy Toy, LLC, and Darren Guettler, Et Al ("508 Case") ("Owner Board") nor the Board of Directors controlled by the Plaintiffs in Case No. 2012-CH-527 styled Renegade Mountain Community Club, Michael McClung, Phillip Guettler, and Darren Guettler v. Gary Haiser, Joel Matchak, John Moore, Gerald Nugent, Tina Williams, and Judy Scales Patterson (the "527 Case") ("MoyToy Board") are the proper and correct Board of Directors for the RMCC. The Moy Toy Board, being Phillip Guettler, Michael McClung and Darren Guettler, was not elected by the membership. They appointed themselves and their family as Board members. This was not in compliance with State statutes or the relevant By-Laws. This Board existed in name only without complying with the By-Laws or State laws.
2. Further, the Owner Board was not validly elected because the September 2, 2011, special called meeting where they were elected was not valid. In order to have a special called meeting, 10% of the members in good standing had to call the meeting. The Court finds

that the year in question for determining good standing status was 2011. There were only eleven owners who paid their dues in 2011. None of these eleven people called the September 2, 2011, meeting. Accordingly, because the meeting was not properly called, the results of the meeting are not valid.

3. Nevertheless, the Court finds that the Plaintiffs in the 508 Case acted in good faith in attempting to call the September 2, 2011 meeting. The Court finds that the residents in Renegade Resort made repeated requests to the Moy Toy Board to see the books and minutes of the RMCC. These requests were ignored by the Moy Toy Board.
4. Applying a reasonableness standard, the Court finds that any resident in Renegade Resort would have been upset by services being terminated in Renegade Resort in 2010-2011.
5. As an alternative ruling, if the Court of Appeals were to find that the September 2, 2011, meeting were correctly called and either 2010 or 2009 dues were considered in determining good standing to call the meeting instead of 2011, Moy Toy, LLC should have been permitted to vote 30 votes as opposed to 3 votes.
6. As an alternative ruling; in the event the September 2nd, 2011 meeting is determined by the Court of Appeals to have been legally called, the proxy of TIG Holdings, LLC, which was attempted to be voted at the September 11, 2011 meeting, was properly not counted or considered valid at this meeting. The Court relies on Sections 2.05 to 2.08 of the By-Laws and the fact that the transfer of these lots at the foreclosure sale to TIG Holdings, LLC terminated membership of the lots' owner(s) and there was no application made for membership as required for voting rights to attach to the new owners of these lots.
7. The Court finds that the 2005 Restrictions of record in Book 1212, Page 1224 in the

Register of Deeds Office for Cumberland County, Tennessee, and the 2005 By-Laws of record in Book 1212, Page 1290 in the Register's Office for Cumberland County, Tennessee, are valid because the statute of limitations of six (6) years has run on challenging them. After this issue was decided on directed verdict, the Defendants' evidence on the issue was pretermitted. If the issue is appealed, Defendants will have an opportunity to make an offer of proof on the issue of the validity of the 2005 Bylaws and Restrictions.

8. As to the issue of notice of the recordation of the Restrictive Covenants and By-Laws from 2005, the notice the Court relies on is the notice to all the world when the documents were recorded in the Register of Deeds Office.
9. As an alternative ruling, if the Court of Appeals determines that the statute of limitations issue does not bar the challenge of the prior recorded Restrictions and By-Laws, the Court finds that based on the evidence that the By-Laws and Amendments recorded in 2005 are invalid because they were not enacted in accordance with their terms. In such event, the By-Laws and Restrictions in 1987 (Ex. 4 and 97) would be the valid By-Laws and Restrictions for Renegade Resort. The 2005 Restrictions and By-Laws were never approved by the members of the RMCC which were required for the amendment to be valid.
10. Regarding a conflict of interest, there was a loan from the Moy Toy, LLC to the RMCC it purported to control with its Moy Toy Board for \$20,000.00 for attorney's fees. The Court finds that this loan (and any similar loans) was a conflict of interest under T.C.A. §48-58-302 and that it was not approved by a valid Board or by the membership. Moy

Toy, LLC and the Plaintiffs in the 527 Case and the Defendants in the 508 Case are responsible for their own attorney's fees and these funds are not to be charged back against the RMCC and/or the owners but such costs should be borne by Moy Toy, LLC and/or the Plaintiffs in the 527 Case and the Defendants in the 508 Case.

11. The Plaintiffs in the 508 Case and Defendants in the 527 Case will bear their own attorney's fees. The Special Master appointed herein will make a determination as to the amount of attorney's fees and costs paid from money from RMCC annual assessments paid to either Board and require disgorgement of the same.
12. In this case, the Court under its equity jurisdiction, orders a special meeting of the members of the RMCC to be held under the terms and conditions below.
13. Further, this Court orders an accounting from the Moy Toy Board and from the Owner Board as to monies paid to and distributed from each Board since January 1, 2010. Payments from owners will be individually set forth. This accounting will be provided to the Court and the Special Master appointed below on or by July 5, 2016.
14. After the accounting is presented, the Court orders that all members in the RMCC and/or owners in Renegade Resort will be given thirty (30) days to have their dues paid so they can be in good standing for the special called meeting. Notice to such owners will be done by the Special Master appointed below.
15. Within twenty (20) days from the accounting being due or July 5, 2016, the Special Master will determine good standing on who at that point can vote at the meeting and who cannot vote at the meeting. The Special Master will give notice to the owners of the Special Meeting and ask for proof of dues paid in the relevant period after advising each owner

whether or not the owner can vote based on the information provided to the Special Master in the accountings. The Special Master will give owners a chance to make up for deficiencies in dues owed in order to be able to vote at the special called meeting. The Special Master will look at dues from 2010 forward and that will be the time frame to look upon for dues to determine good standing to vote. The amount to have been paid each year is Two Hundred Twenty-Five Dollars (\$225.00) per year per lot. No interest or other fees will accrue on the amounts owed per year.

16. The Court hereby designates Will Ridley, an attorney in Crossville with an address of 256 Miller Avenue, Crossville, Tennessee 38555 as a Special Master to conduct the special meeting and election of a Board. He will be in charge of determining the standing to vote, how many votes each member has, and also determining the election results. Such meeting will be held within thirty (30) days of July 25, 2016.
17. The Court hereby orders that each side, the Plaintiffs and Defendants, will deposit Three Thousand Dollars (\$3,000.00) in their attorney's trust account to cover the cost of conducting this special election and the Special Master's fees. Such deposit will be made on or by July 5, 2016. Funds may be used for such deposit from monies paid to each side as RMCC dues ,and this is found to be a legitimate use of such funds
18. Other than day to day maintenance or emergencies, the funds on each side that have been collected in dues are hereby frozen and an accounting will take place as set forth above. Any emergency expenditures must be documented.
19. RMCC proceeds will be turned over to the new Board for the Association's use and benefit.
20. In the accounting, if the parties show that the funds spent were for maintenance, keeping of

roads and expenses of that type of nature for proper functions of the Association to perform duties it must perform as determined by the aforementioned special master, there will be credit for that and such money will not be repaid or turned over to the new Board.

21. The Developer is entitled to ten votes per lot and is exempt from the payment of RMCC dues as set out in Exhibits 2 and 5. The Court finds, as discussed supra, that Plaintiffs in the 508 Case cannot affirmatively challenge Moy Toy's developer rights because the statute of limitations had run out before Plaintiffs filed the 508 Case in this Court. In so ruling, however, the Court has not ruled or determined that Moy Toy is the developer under the 2005 Restrictions which are Ex 2, where Renegade Resorts, LLC named itself as developer. The court has only determined that the Plaintiffs in the 508 Case cannot obtain an affirmative ruling from this court that Moy Toy is not the developer because the statute of limitations has run out on that claim for declaratory relief before the 508 Case was filed. As an alternate ruling in the event the Court is incorrect on the statute of limitations issue, the Court finds that the evidence in this case is that Moy Toy, LLC received no developer rights when it purchased what is now Renegade Resort, then Renegade Resorts, LLC and or any other entity. The Court bases its ruling on the testimony of Joe Looney and Jack Atkins, who the Court finds credible. There is no evidence by deed or contract of the legitimate transfer of developer rights to Moy Toy, LLC. The Court finds that though Ex. 2 states developer rights existed, they did not exist because there was a breach in title that occurred and these rights were not properly conveyed in the chain of title or possession of such rights to Moy Toy, LLC or its predecessor in title except through what is stated in the 2005 Amended Restrictions.

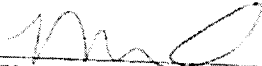
22. The Court will permit the Defendants in the 508 Case to put on an offer of proof regarding proof they would have put on regarding the developer rights issue and the issue of the proper adoption and validity of the 2005 Bylaws and Restrictive Covenants for appellate purposes.
23. Regarding common areas, this Court has previously ruled by directed verdict that the legal title in such common areas remains with the Developer under both the 1987 and the 2005 Restrictions on file (Ex. 2 and 5). The amenities that are unplatted such as the sports park belong to Moy Toy, LLC and it is up to MoyToy, LLC to transfer title if it so chooses. If the Court is incorrect on the statute of limitations ruling then the Developer doesn't exist.
24. The Court finds that under both Exhibits 2 and 5, the RMCC has the power to maintain and control the platted roads in Renegade Resort, r. Subject to legal,existing easements, Moy Toy, LLCr has the power to maintain and control the unplatted roads owned by it with the exception of the entrance road, Renegade Mountain Parkway, and the bridge located at the entrance to Renegade Mountain, which shall be maintained and controlled by the RMCC.
25. As to issues of closing certain roads, if the roads are unplatted and are not required for ingress and egress by owners to their lots then they may be closed by the Developer.
26. Such right of ingress and egress for owners in Renegade Resort is recognized and not at issue and is conceded by all parties hereto.
27. There is a finding of a breach of fiduciary duty and/or a conflict of interest transaction by Michael McClung pertaining to a \$20,000 loan to the Developer Board used to pay attorney's fees.

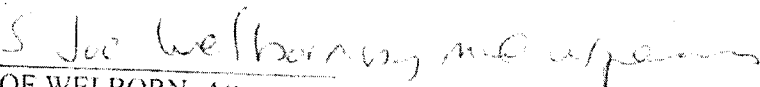
28. The By-Laws adopted at the September 2, 2011 meeting and recorded by the Plaintiffs in the 508 Case in Book 1101, Page 1805 in the Register's Office for Cumberland County, Tennessee, are not valid and are hereby stricken since the September 2, 2011 meeting was not valid. If the special called meeting was valid as determined by the Court of Appeals, this ruling would be amended accordingly.
29. All further issues are reserved.
30. The transcript of the Court's ruling on May 4, 2016, is attached hereto and incorporated herein by reference.
31. Defendants' claim for punitive damages is hereby denied. All other claims for monetary damages are also denied except as may be ordered once the accounting is complete relating to funds paid to the RMCC.
32. Moy Toy, LLC, Michael McClung and Phillip Guettler had unclean hands in its action towards the residents in this matter, and the Plaintiffs acted in good faith.
33. The Court finds that there were credibility concerns with Phillip Guettler, Michael McClung and Darren Guettler. There were some credibility concerns as well with John Moore in some of his testimony. The other residents in Renegade Resort who testified were credible, and the Court accepted their testimony as truth.
34. This Order is not a final judgment. The final judgment will be entered after the Special Master acts and reports back to the Court and the special meeting is held. Court costs will be addressed in the final Order.

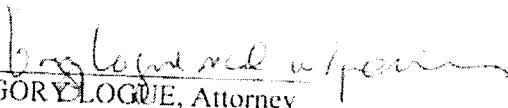
IT IS SO ORDERED this 29th day of June, 2016.


RONALD THURMAN, CHANCELLOR

APPROVED FOR ENTRY:


MELANIE E. DAVIS, Attorney
Kizer & Black, Attorneys, PLLC
329 Cates Street
Maryville, Tennessee 37801


S. JOE WELBORN, Attorney
Smith, Cashion & Orr
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Nashville, Tennessee 37201


GREGORY LOGUE, Attorney
LINDY HARRIS, Attorney
Woolf, McClane, Bright, Allen & Carpenters, PLLC
P. O. Box 900
Knoxville, Tennessee 37901-0900

CERTIFICATE

I, MELANIE E. DAVIS, hereby certify that a true copy of the foregoing ORDER was served on:

Gregory C. Logue, Attorney
Lindy Harris, Attorney
Woolf, McClane, Bright, Allen & Carpenters, PLLC
P. O. Box 900
Knoxville, Tennessee 37901-0900

S. Joe Welborn, Attorney
Smith, Cashion & Orr
231 3rd Avenue, North
Nashville, Tennessee 37201

Michael Haines
6 Silver Drive
Burlington, CT 06013

by delivering the same to office of said counsel or by placing same in the United States Mail, sufficient postage prepaid, addressed to said counsel at his office.

THIS 22 day of Juner, 2016.



MELANIE E. DAVIS

CERTIFICATE OF SERVICE
BY CLERK AND MASTER

This is to certify that a true and correct copy of the foregoing document has been served on the following counsel of record or unrepresented parties in the manner of service indicated below:

By placing postage prepaid envelope in the U.S. MAIL SERVICE, addressed to:

Michael Haines
6 Silver Drive
Burlington, CT 06013;

and/or

By causing the foregoing to be HAND DELIVERED to counsel of record or unrepresented parties as follows:

Honorable Will Ridley

and/or

By emailing the foregoing to counsel of record, as follows:

Honorable Melanie Davis

Honorable Greg Logue

Honorable Joe Welborn

This 1st day of July, 2016.



SUE TOLLETT, CLERK & MASTER