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4 PGS:AL-AMENDMENT	
FREIDA BATCH: 54500	
02/07/2023 - 11:16:04 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, JOHNSON COUNTY  
**FREIDA MAY GWINN**  
REGISTER OF DEEDS

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Prepared by and return to: Walker & Wright, Attorneys at Law  
118A West Main Street  
Mountain City, TN 37683  
(423) 727-0207

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STATE OF TENNESSEE  
COUNTY OF JOHNSON

**AMENDMENT TO DECLARATION OF  
RESTRICTIONS OF CALLALANTEE  
MOUNTAIN RESORT**

This Amendment to the Declaration of Restrictions of Callalantee Mountain Resort Subdivision, made this 7<sup>th</sup> day of FEBRUARY, 2023, by the Callalantee Mountain Resort Property Owners Association, Inc., a Tennessee corporation (the "Association"):

WHEREAS, a Declaration of Restrictions for the subject properties was recorded in Miscellaneous Book 50, Page 341 of the Johnson County Public Registry on July 27, 2021 (the "Declaration"); and

WHEREAS, pursuant to the Tenn. Code § 48-60-202, the Association may amend or supplement the Declaration with the affirmative votes or written agreement of Lot Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated; and

WHEREAS, at a meeting held 12/1/2022, duly noticed and held, this Amendment to the Declaration of Restrictions of Callalantee Mountain Resort was approved by affirmative votes of Lot Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated; and

**NOW THEREFORE, the Declaration is amended as to include the following:**

**AMENDMENT 1**

Paragraph 4 of the Declaration, which reads:

4. No structure of a temporary character, house trailer, no apartments, mobile home, basement, tent, shack, barn or other outbuilding or garage apartment shall be used on any tract at any time as a residence, either temporarily or permanently, except such garage apartment shall be used or completed until after the main dwelling on such

tract is substantially completed. No outside toilets may be placed on any tract except for a limited time during construction of a residence.

**Shall now and hereafter be amended to read as follows:**

4. No structure of a temporary character, house trailer, camper, no apartments, mobile home, basement, tent, shack, barn or other outbuilding or garage apartment shall be used on any tract at any time as a residence, either temporarily or permanently, except such garage apartment or trailer/camper shall be used or completed until after the main dwelling on such tract is substantially completed. No outside toilets may be placed on any tract except for a limited time during construction of a residence. Construction trailers will be allowed for the duration of the construction period.

**AMENDMENT 2**

Paragraph 9 of the Declaration, which reads:

9. No noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No tracts shall be used for business or commercial purposes except in Agricultural and/or Horticultural products, nor shall animals or fowls of any description remain on the premises which are a nuisance or any annoyance to the community. Property owners shall be prohibited from storing junk vehicles or inoperative vehicles on their tracts. Further, no exterior light or lighting, or device or thing of any sort shall be kept whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. During the repair or construction of a new home, the owner is responsible to see that the contractor maintains the property in a reasonable condition.

**Shall now and hereafter be amended to read as follows:**

9. No noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No hunting by gun is to be allowed within the boundaries of the Association. No tracts shall be used for business or commercial purposes except in Agricultural and/or Horticultural products, nor shall animals or fowls of any description remain on the premises which are a nuisance or any annoyance to the community. Property owners shall be prohibited from storing junk vehicles or inoperative vehicles on their tracts. No recreational vehicles, campers or trailers are to be placed for use on undeveloped tracts. Storage of said items are allowed for owners with homes. Further, no exterior light or lighting, or device or thing of any sort shall be kept whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. During

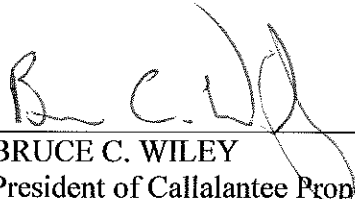
the repair or construction of a new home, the owner is responsible to see that the contractor maintains the property in a reasonable condition.

**AMENDMENT 3**

A new Paragraph 23 shall be added to the Declaration, which reads as follows:

23. No short-term rental of any home or other improvement on a tract shall be allowed. For the purposes of this Declaration, a "short-term rental" is any rental which is less than six (6) months in duration. Any rental, lease, or the like, granting a third-party the right to use a tract, in whole or in part, for a duration of less than six (6) months shall be considered commercial use and prohibited by the Declaration. Provided however, that any member of the Callalantee Mountain Resort Properties Owners Association shall be permitted to rent for a period less than six (6) months from another member of the Callalantee Mountain Resort Properties Owners Association so long as the tenant member is in the process of improving the tenant member's tract within the Callalantee Mountain Resort Development.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Declaration of Restrictions of Callalantee Mountain Resort the day and year noted below.

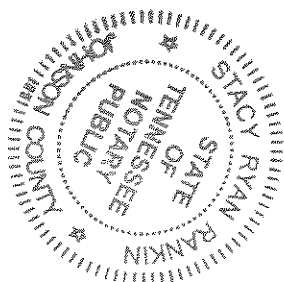
  
\_\_\_\_\_  
BRUCE C. WILEY  
President of Callalantee Property  
Owners Association, Inc.

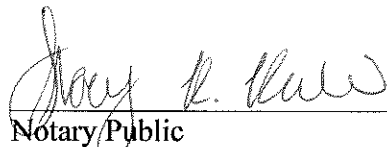
STATE OF TENNESSEE

COUNTY OF JOHNSON

I, STACY R. RANKIN, a Notary Public of said County and State, certify that Bruce C. Wiley personally came before me this day and acknowledged that he is the President of Callalantee Property Owners Association, Inc., a Tennessee corporation, and that he, as President, being authorized to do so, voluntarily executed the foregoing on behalf of the corporation.

WITNESS my hand and Notarial Seal, this 12<sup>th</sup> day of JANUARY, 2023.



  
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Notary Public  
My Commission Expires: 01/24/2026

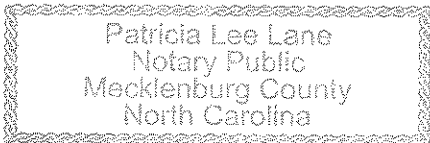
Stacey O'Neale  
STACEY O'NEALE  
Secretary of Callalantee Property  
Owners Association, Inc.

STATE OF North Carolina

COUNTY OF Iredell

I, Patricia Lee Lane, a Notary Public of said County and State, certify that Stacey O'Neal personally came before me this day and acknowledged that she is the Secretary of Callalantee Property Owners Association, Inc., a Tennessee corporation, and that she, as Secretary, being authorized to do so, voluntarily executed the foregoing on behalf of the corporation.

WITNESS my hand and Notarial Seal, this 24th day of January, 2023.



Patricia Lee Lane  
Notary Public  
My Commission Expires: 3/12/2027