

**FIFTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
TELLICO HARBOR PROPERTY ASSOCIATION, INC.**

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**ARTICLE IX  
EXTERIOR MAINTENANCE**

Section 1. Exterior Maintenance Requirements. Each Owner of any Lot or Living Unit shall properly provide for exterior maintenance thereof to include: cutting, trimming, caring for and maintenance of trees, shrubs and grass; and repairing, replacing and care for walks, roofs, gutters, downspouts, exterior building surfaces, windows, fascia, doors, decks, fences, other exterior structures and other exterior improvements, including cleaning, repainting or staining as needed. Exterior maintenance shall be consistent with the general condition of the majority of properties within the development with the intent to maintain curb appeal and continuity to Tellico Harbor, preserve the architectural integrity and protect Tellico Harbor's property values.

Section 2. Failure to Maintain by Owner. The Covenant Control Committee (CCC) shall be responsible for the enforcement of these requirements in accordance with the By-laws, Articles VIII and XV to the Declarations and applicable Rules and Regulations. The CCC will initiate action through the CCC's own observations; or at the request of the Board of Directors; or written input from any Owner. In the event the Owner of any Lot or Living Unit shall fail to properly provide for exterior maintenance thereof, and after giving the lot owner(s) ten (10) days written notice of the violation and the opportunity to correct the violation within ten (10) days after the date of said notice, the Association may, but shall not be obligated to, provide such exterior maintenance and/or initiate Personal Charges and Administrative Fees.

Section 3. Assessment of Cost. The cost of such exterior maintenance shall be assessed by the Association against the Owner of the Lot or Living Unit upon which such maintenance is done and/or initiate Personal Charges, as applicable, and shall be added to and become a part of the Annual Assessment for such Lot or Living Unit until paid, subject, however, to any prior recorded lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided herein for Assessments, Personal Charges and/or Administrative Fees.

Section 4. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article IX, the Association, through its duly authorized agents or employees, shall have the right, after seven (7) days written notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday or a legal holiday.