

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

**ARTICLE X  
OWNER LIABILITY**

Any violation(s) of the Governing Documents, or any laws, statutes, ordinances or governmental authority rules and regulations by a family member, guest, lessee, licensee or invitee of any Owner shall be the responsibility of that Owner and all enforcement rights or penalties therefore shall be applicable to said Owner, except as specifically provided to the contrary in such documents or law, statutes, ordinances or governmental authority rules and regulations.

In the event an Owner violates or threatens to violate any of the provisions hereof, the Association, by and through its Board of Directors, shall have the right to proceed in any appropriate Court for an injunction to seek compliance. In lieu thereof, or in addition thereto, the Association shall have the right to levy a Personal Charge, enforceable in the same manner as Assessments, against the Owner and his/her Lot, for such sums as are necessary to enjoin any violation or to remove any unauthorized addition or alteration and to restore the affected property to good condition and repair.

Members and other residents shall not engage in any abusive or harassing behavior, at the Board of Directors, its officers or any duly appointed committee member, other THPOA members, residents, guests, occupants or invitees.

In the event an Owner or other resident engages in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression, the Association, by and through its Board of Directors, shall have the right to proceed in any appropriate Court for legal action against such person or persons. In lieu thereof, or in addition thereto, the Association shall have the right to levy a Personal Charge, enforceable in the same manner as Assessments, against the Owner and his/her Lot, for such sums as are necessary to enjoin any such behavior.

If any person, firm or corporation or other entity shall violate or attempt to violate this Declaration, it shall be lawful for the Association, by and through its Board of Directors (a) to prosecute proceedings, at law and/or in equity, for the recovery of money, damages and/or injunctive relief against those so violating or attempting to violate any governing document, or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity the threat or continuance of any breach, or (c) to enter (either peaceably or forcibly without liability to such Owner or Occupant for such entry) upon any Lot, or any portion of the Property, upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting person, firm or corporation or other entity any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof. The remedies contained in

this shall be cumulative to each other, shall be exercised in the order determined by the Board of Directors in its sole discretion, and shall be construed as cumulative of all other remedies now or hereafter provided by law or equity. Damages provided herein shall include, but not be limited to, attorney's fees, court costs, litigation expenses and all other costs and expenses of enforcement. The failure of the Association to enforce any covenant, condition, restriction, or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation or as to any other breach or violation thereof occurring prior to or subsequent thereto.