

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

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**ARTICLE XV  
RESTRICTIONS**

Section 1. Application. These Protective Covenants shall apply to all of the Property.

Section 2. Covenant Compliance Committee. When the Covenant Compliance Committee, hereinafter referred to as the CCC, is mentioned in these Restrictive Covenants, it shall mean the Covenant Compliance Committee of the Association as more particularly described in Article VIII of the Declaration. The CCC shall further have the authority in connection with the performance of its duties to adopt such rules, regulations and standards and to adopt such standards as it shall deem appropriate or necessary for the proper performance of its function and duties. In the event of any conflict between the provisions of the Declaration, these Restrictive Covenants and those of the CCC rules, regulations and standards, same shall prevail in that order. In the event of any conflict between the provisions of the Shoreline Strip Rules and the Water Use Facilities Permit with the CCC rules, regulations and standards, the Shoreline Strip Rules and Water Use Facilities Permit shall prevail. All actions of the CCC shall be subject to review by the Board of Directors of the Association and appeals may be taken thereto under such terms and conditions as such Board of Directors may set from time to time.

Section 3. Nuisances. No obnoxious, offensive and/or illegal activity shall be carried on upon any Lot or Parcel of Land of the Property, including, but not limited to, the common property.

Section 4. Animals. No animals (including exotic), livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling thereof, except that dogs, cats and other household pets may be kept or maintained; provided, however, that they are not kept or maintained for commercial purposes, that they do not constitute or create any annoyance, nuisance and/or danger to the neighborhood, and that the Association may reasonably regulate the keeping and maintenance of such household pets. Each Owner is expressly responsible and liable for the control and behavior of his/her pets.

Dogs shall either be kept on a leash or under direct personal control and supervision when not on an Owner's Lot.

Each owner shall be liable and responsible for any personal injury and/or property damage committed by his/her pet(s), and said owner(s) shall indemnify and hold harmless the Association, its Board of Directors and Officers from any and all claims and/or law suits against same resulting from damage and injury caused by their pet(s).

Section 5. Antennas, etc. *Unless governmental regulations otherwise prohibit this provision, no antenna, satellite dish exceeding 24 inches in diameter, clothes lines or similar apparatus shall be installed on any lot in front or side yards facing the street without the prior written consent of the Architectural Control Committee.*

Section 6. Parking. Each Lot shall provide a minimum of two (2) off-street parking spaces (excluding garage spaces) or one space per motor vehicle regularly used by Owners of the Lot, their family or any occupant thereof, whichever is more.

*Unless governmental regulations otherwise prohibit this provision, no overnight on-the-street parking will be permitted. Boats, boat trailers, golf carts, motorcycles, motorbikes, recreation vehicles, tractors, trailers and campers shall not be parked or stored outside.*

**No regular overnight parking off the driveway shall be permitted.**

Section 7. Docks. Any docks or other such structures shall be subject to all applicable government permits, licenses, ordinances, rules, laws, statutes and regulations. All docks and surrounding area shall be maintained in good repair with a clean and orderly appearance at all times.

Section 8. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall be kept in a clean and sanitary container hidden from view except on pickup days.

Section 9. Salvage Yards, Vehicles, Etc. No wrecked, unregistered, junk or salvage vehicles are permitted to be stored or parked outside on any Lot or Common Property.

Section 10. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 11. Signs. All signs are prohibited in areas zoned upon the Property except:

- A. Signs erected by the Association for identification of streets, neighborhoods, recreational amenities, traffic control directional purposes and/or as deemed necessary by the Board of directors;
- B. Except as otherwise provided herein, signs of a temporary nature advertising property for sale and construction signs, which shall not exceed four (4) square feet in area, shall be limited to one such sign per Lot and shall be placed only on the specific Lot involved. Any such sign shall be professional in design and appearance and shall not be placed for the purpose of advertising that such property is sold. Signs must be removed three (3) days after sale or completion of a job. It is the Property Owner's responsibility to have such signs removed.
- C. Signs of a political nature are permitted, limited to one sign per Lot and shall be placed on the specific Lot involved. These signs shall not exceed four (4) square feet in area and shall be professional in design and appearance. Political signs shall not be placed more than thirty (30) days prior to the published voting date and must be removed three (3) days after the published voting date.

Section 12. Rentals. No short term rental of Owner's home is permissible. Short term rentals are defined as less than one year (12 months). Copies of all rental agreements are to be sent to the Secretary of the THPOA and will be filed in the THPOA Office. Rental agreements shall include the terms of the rental, notification that Tellico Harbor is a restrictive community with compliance requirements, and the names of all occupants that will reside at the property. The Property Owner remains responsible for all violations of the renter. "For Rent" signs are not permitted on any Property or any structure on the Property.

Section 13. Vacant Lots. Any use of a vacant lot by the Property Owner shall be such that it does not distract from the overall aesthetics and curb appeal of the community.

Section 14. CCC Responsibility. The function of the CCC is designed for the enforcement of the Declaration and these Restrictive Covenants. The performance of its duties with respect thereto shall be on a best efforts basis in an effort to reasonably protect the aesthetics and property values of the Property and the health, safety and welfare of all of the Owners therein as a community of interests.

Section 15. Enforcement. These Restrictions may be enforced in the same manner as any violation or threatened violation of the Declaration of which these Restrictions are a part, including, but not limited to, the lien rights of the Association for any costs or charges incurred in connection therewith.