

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

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**ARTICLE XVII  
MISCELLANEOUS PROVISIONS**

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners and be enforceable by the Association subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of six (6) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of six (6) years unless a written Amendment signed by the President of the Board of Directors, after an affirmative vote by the then Owners having two-thirds (2/3) of the total number of qualified votes in the Association has been taken and recorded in the Association's records, either in person and/or by proxy, and the President has recorded such written amendment(s) at the Office of the Register of Deeds of Monroe County, Tennessee, agreeing to change said covenants and restrictions in whole or in part. Said written Amendment shall become effective immediately upon its' recording with the Monroe County Register of Deeds.

Section 2. Invalidity. If any of the provisions of this Declaration, any amendment to the Declarations, the Charter or By-Laws of the Association, or any section, clause, phrase, word or the application thereof, in any circumstance, is held invalid, the validity of the remainder of such instruments and the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing, or when any Member or Owner signs a written acknowledgment of hand-delivered notice in a form adopted by the Board of Directors.

Section 4. Gender and Plurals. Whenever the context so requires, use of any gender shall be deemed to include all genders, use of the singular shall include the plural, and use of the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property.

Section 5. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text.

Section 6. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any covenant, condition or restriction herein, either to restrain violation or to recover damages against the party in violation, and/or against the land to enforce any lien created by these covenants. Failure by the Association to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Applicability. All provisions set forth herein shall extend to and be binding on the respective legal representatives, heirs, successors and assigns of all parties mentioned herein where consistent with the context hereof.