

**AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF BEAR CREEK CROSSING OWNER'S ASSOCIATION, INC.**

The following amendments to the Declaration of Covenants, Conditions and Restrictions of Bear Creek Crossing, a Planned Unit Development, as provided under Article IX, Section 3., were adopted and approved by the affirmative, written vote of the membership:

**AMENDMENT NO. 1.**

Article VI, EXTERIOR MAINTENANCE, shall be *deleted* in its entirety and supplanted with the following:

**Article VI  
EXTERIOR MAINTENANCE**

The Association shall have no responsibility for the exterior maintenance of any private dwelling or lot within the development, unless otherwise specifically provided herein or assumed by the Association as a common expense. The upkeep, repair, maintenance and preservation of any private dwelling or lot within the development shall be the responsibility of the owner(s) of such property.

In addition to the architectural control provisions as set forth in Article V above, the Association Board may adopt Rules and Regulations regarding the requirements for the upkeep, repair, maintenance and preservation of the individual properties within the development. Such Rules and Regulations adopted by the Board shall be made available and published to the owners. The Rules and Regulations may include, but not be limited to, the following:

- a) Provisions to maintain the integrity, aesthetics, scenic beauty and harmony of the structures and appurtenant grounds within the community.
- b) The imposition of fines, penalties or suspension of privileges for the violation of the Rules and Regulations, which fines or penalties may be treated as additional assessments with all enforcement rights, including lien rights as otherwise provided herein.
- c) Specific provisions regarding the upkeep, maintenance and repair of sewage tanks, lines and systems that are the responsibility of owners.

In addition to other remedies as may be provided in the Rules and Regulations, the Covenants or the Bylaws, the Association, through its Board, shall have the right to enter upon an owner's property and undertake directly such maintenance, repair or upkeep in the event the owner fails or refuses to do so upon reasonable notice and request. The owner shall be deemed to have authorized the right to come upon the property for such purposes and the costs for any such maintenance, repair or upkeep shall be charged to the owner(s), plus a 10% surcharge, as an additional assessment, with all the enforcement and lien rights as other assessments or special assessments as provided for herein.

**AMENDMENT NO. 2.**

Article VII, RESTRICTIONS ON USAGE, Section 2. Nuisance and Section 11. Rules for Common Area, shall be *deleted* in their entirety and supplanted with the following:

**Section 2. Nuisance.** No noxious or offensive activity shall be conducted or allowed upon any lot, nor anything done thereon which may be or become an annoyance or nuisance to neighbors or

the community. This prohibition shall include, but not be limited to, excessive noise, excessive guests, excessive vehicles; or, events, activities or uses causing a disturbance or disruption to the quiet and peaceful use of other property owners.

Section 11. Rules for Common Areas and Units. The Association Board is authorized to adopt Rules and Regulations for the use of the common areas and amenities within the development and provisions for the use of units and private elements by the owners, their invitees and guests. Such Rules and Regulations shall be made available and published to the owners within the development. They may include, but not be limited to, the number of guests that may be allowed at a time in a common area, an amenity or unit; quiet hours; prohibition of activities that may cause a nuisance as defined herein; and, violation of vehicular and parking provisions, including unauthorized parking on roadways or other areas that may obstruct or impair other vehicular use.

### AMENDMENT NO. 3.

Article IX, GENERAL PROVISIONS, Section 1. Enforcement, shall be *deleted* in its entirety and supplanted with the following:

Section 1. Enforcement. The Association or any owner shall have the right to enforce by any proceeding at law or in equity, the Declaration, Bylaws or Rules and Regulations. Failure by the Association or any owner to enforce any such provisions, shall in no way be deemed a waiver or release of the right to do so thereafter. In addition to any other remedies as set forth herein, in the event the Association or owner incurs costs, including attorney's fees and other litigation expenses, in enforcement, the Association/owner shall be entitled to recover from the violating party such costs and expenses incurred, including reasonable attorney's fees.

### BYLAW AMENDMENT

The following amendment to the Bylaws of Bear Creek Crossing, a Planned Unit Development, was considered and approved by affirmative vote of the membership:

### BYLAW AMENDMENT.


Article VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, Section 1. Powers.(a), shall be *deleted* in its entirety and supplanted with the following:

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt Rules and Regulations for the use of the common areas and amenities within the development and provisions for the use of units and private elements by the owners, their invitees and guests. Such Rules and Regulations shall be made available and published to the owners within the development. Such Rules and Regulations may include the imposition of fines or penalties and the suspension of privileges for violations.

This 31<sup>st</sup> day of August, 2022.

Bear Creek Crossing Owner's Assoc., Inc.

  
BY: Michael Shaffery  
ITS: PRESIDENT

STATE OF TENNESSEE )  
COUNTY OF SEVIER )

Personally appeared before me, the undersigned, a Notary Public, Ruth Brewer,  
with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who  
acknowledged that he/she executed the within instrument for the purposes therein contained, and who  
further acknowledged that he/she is the PRESIDENT of Bear Creek Crossing Owner's  
Association, Inc. and is authorized to execute this instrument on its behalf.

WITNESS my hand, at office, this \_\_\_\_ day of August, 2022.

Ruth Brewer  
NOTARY PUBLIC  
My Commission Expires: 8-22-23

