

COVENANTS, RESTRICTIONS, AND LIMITATIONS OF
SHILOH FALLS SUBDIVISION, COUNCE, TN
(Effective January 3, 2013)

Preamble

The following covenants, restrictions, easements and limitations, hereinafter referred to as Covenants, shall apply to all single family residential phases of Shiloh Falls Subdivision, shall run with the land, and shall be contained in each and every deed conveying such property located in Shiloh Falls Subdivision. Property (lot and/or home) owners are fully bound by and obligated to comply with any and all provisions of these covenants, restrictions, and limitations whether such owners did or did not have knowledge of these Covenants prior to purchase of property in Shiloh Falls Subdivision. Furthermore, property owners, by way of purchasing property in Shiloh Falls, understand and will abide by the herein contained Covenants to include compliance/enforcement actions outlined in the Covenants to be taken by the Shiloh Falls Board of Directors to ensure property owner compliance with the Covenants. No property owner shall convey property without causing such conveyance to be subject to these covenants, restrictions, easements, and limitations.

Table of Contents

<u>Covenant</u>	<u>Page</u>
1. Purposes	3
2. Binding Extent	3
3. Property Ownership	3
4. Invalidation of a Covenant	3
5. Building Requirements (driveways, materials, lot clearing, etc)	3
6. Architectural Committee	4
7. Building Plan Approval	4
7.4 Combining or Splitting Lots	10
7.5 Utility Connections Under Roads	10
8. Certain Lot Restrictions (74,76,85,99,107,108)	11
9. Temporary Structures	11
10. Parking on the Grass	11
11. Vehicle Parking and Maintenance	11
12. Easements	12
13. Setbacks	12
14. Maintenance of Property	12
15. Mailboxes	12
16. Propane Tanks, Clotheslines, Other Outside Objects	13
17. Satellite Dishes and Other Outside Poles	13
18. Commercial Use of Property	13
19. Sewage Disposal	13
20. Burying of Debris	13

21. Trash Pickup, Garbage, Dumping, Burning	13
22. Noxious Activity/Trade, Garage/Carport Sales	14
23. Decorations	14
24. Fences	14
25. Pets and Other Animals	14
26. Erosion Control	14
27. Docks and Piers	14
28. Motorcycle, Three/Four-Wheeler, Golf Cart Operations	15
29. Vegetable Gardening	15
30. Discharging of Firearms	15
31. Restrictive Use of Shiloh Falls	15
32. Contractor Rules	15
33. Signage Criteria & Restrictions	15
34. Real Estate Signs	16
35. Compliance/Enforcement	16
36. Covenants Effective Date and Duration	18
37. Waiver of Covenants	18
38. Binding Extent Restated	19
39. Suggestion Box	19
40. Grandfathering/Transition to Current Covenants	19
Signature Page	20

1. The purposes of the following covenants, restrictions, easements, and limitations are to maintain Shiloh Falls Subdivision in a harmonious manner and to enhance the charm and beauty of Shiloh Falls Subdivision and its surroundings. Additionally, these covenants, restrictions, easements and limitations are established to promote peace, serenity, and tranquility among the owners of the lots in Shiloh Falls Subdivision so that they may live together in a state of harmony and accord and in order to maintain the subdivision in a high quality manner, enhance property values, and enhance long-lasting quality in accordance with sensible and orderly development plans.
2. The declarations, easements, restrictions, limitations and covenants of this instrument are binding upon all owners, purchasers, assignees, heirs, representatives, assigns, mortgages, lessees, tenants, invitees, licensees, or otherwise, who or which may acquire or hold otherwise any interest in and to any part or parcel of said Shiloh Falls Subdivision, and whether the same may be an interest in and to any appurtenances, or hereditaments and with whatever kind, character or nature thereon or therein appertaining; and they shall be considered Covenants running with the land and all of the aforesaid until such time as these covenants, restrictions and limitations may be properly changed, altered or modified as herein set forth. It is further declared that no person may relieve himself or be exempt from any of the covenants, restrictions and limitations for failure or non-use of any part or

parcel of the property herein described or from refusal or failure to occupy any part of the same.

3. Any lot in the Shiloh Falls Subdivision may be held and owned by one or more persons as joint tenants, tenants in common, tenants by the entirety or any other interest in real estate recognized under the laws of the State of Tennessee.
4. Invalidation of any of these Covenants by judgment or court order shall in no way affect any other Covenants and provisions hereof which shall remain in full force and effect at all times.
5. Building requirements: All lots in the Shiloh Falls Subdivision shall be known and described as residential lots and shall not be resubdivided. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one single family dwelling, except as noted below in Paragraph 8, not exceeding three stories in height from any ground level. Houses (other than villas), must have an enclosed garage with doors. Carports (allowed on villa lots only) must be approved by architectural committee on a case by case basis. Only concrete driveways with a decorative finish (e.g., brick pavers, scored, exposed aggregate, etc) are permitted. Broom finish is not permitted except on steep driveways where traction is an issue. Any roof on a dwelling, outbuilding, or garage must be constructed with asphalt, tile, wood shingles, architectural metals, or other architecturally appealing materials. Electrical service and all other utilities (e.g., cable TV, telephone, etc) from the last utility pole to the house must be underground. With regards to undeveloped lots, no trees greater than 12 inches in diameter may be removed from a lot, nor may the topography and vegetation characteristics of any lot be altered for any reason by removal, reduction, cutting, excavation, or any other means without the prior written approval of the Architectural Committee.
6. Architectural Committee: The Shiloh Falls Home Owners Association (SFHOA) Board of Directors appoints annually the Architectural Committee that will consist of a chairperson (a member of the SFHOA Board of Directors) and four additional members of the SFHOA. In order to ensure a broader representation of the entire association, no more than one committee member can be appointed from the same street in Shiloh Falls unless there are no volunteers to serve from a particular street. Terms (including the chair) are for two years with no consecutive terms. In January 2013 three new members will be appointed for one year terms and two for two year terms with a maximum of two years for terms thereafter. The Board of Directors may extend the terms if there are no volunteers to fill the open positions. The Architectural Committee will have full authority vested by the Board of Directors and the Covenants to approve or disapprove all building plans, to include, but not limited to, front elevations, setbacks as shown on the recorded plats, drive entrance locations, fences, and any out buildings in accordance with the covenants, limitations, and restrictions as set forth in this document. The minimum square footage shall be as required on the recorded plats. Covenants, limitations, restrictions, notes, etc,

that are annotated on a plat of Shiloh Falls Subdivision that has been recorded with the Register of Deeds, Hardin County, TN, take precedence over covenants, limitations, and restrictions contained in this document.

7. Building Plan Approval Procedures: Before commencing the exterior construction, reconstruction, remodeling, alteration, or addition of any building, structure, fence, wall, driveway, path, or other improvement of any nature, the owner shall first submit building plans, specifications, and site layout plans (collectively, the "Plans") of all construction to the Architectural Committee for its written approval. The plans shall include, but not limited to, floor plans, elevations from all sides, material specifications, and exterior color schemes. The Plans shall also include all materials for driveways, walls, fences, swimming pools, etc. The Architectural Committee has 30 days after receipt of all required information to respond in writing to an application for building plan approval. Response will be via US Mail with return receipt required showing mail date no later than 30 days after receipt of building application submission to the Architectural Committee. If no response is mailed by day 30, application is deemed approved. However, if the Architectural Committee provides a notice of non-approval on or before day 30, then there is no time limit on reaching an approval agreement between the Architectural Committee and the applicant. At the end of day 60, the applicant may appeal within 14 days to the Board of Directors for a final determination. **No new foundation or construction work may begin prior to written approval of the Plans. Strict adherence to the approved construction Plans submitted is absolutely mandatory throughout the construction process. Any deviations from the approved Plans must be approved prior to implementation. Repair of structures in accordance with original design materials does not require Architectural Committee approval, not withstanding temporary repairs due to extenuating circumstances.**

BUILDING PLAN APPROVAL PROCEDURES

7.1. AUTHORITY

- 7.1.1 The Covenants, Restrictions, and Limitations of Shiloh Falls Subdivision, a legal, recorded document, authorizes the appointment of an Architectural Committee to approve all plans for building within the subdivision.
- 7.1.2 The Architectural Committee shall have full authority to approve all building plans, to include, but not be limited to, front elevations, setbacks as shown on the recorded plats, drive entrance locations, fences, and any out buildings. The minimum square footage shall be as required on the recorded plats.

7.2. SUBMITTAL PROCEDURE

- 7.2.1 Building plans for construction of new dwelling, additions to existing structures, out buildings, and other structures governed by the covenants, restrictions, and limitations, shall be submitted, in three (3) copies to the Architectural Committee for review and approval.
- 7.2.2 The building plans shall include, at a minimum, the documents indicated in the following sub-paragraphs:
 - 7.2.2.1 A site plan, or plat, to include, but not be limited to, setbacks and easements as shown on the recorded plat, size and location of the new dwelling, addition, outbuilding, or other structure, size and location of any existing structures, and drive entrance location.
 - 7.2.2.2 Front, side, and rear elevations of the new dwelling, addition, out building, or other structure.
 - 7.2.2.3 A floor plan of the new dwelling, addition, out building, or other structure. In the case of a new dwelling, the floor plan is necessary to verify compliance with minimum square footage requirements.
 - 7.2.2.4 An exterior building materials specification, to include, but no be limited to, roofing, siding, brick, stone, or other masonry, and paint colors.
 - 7.2.2.5 Any request for a variance to the provisions of the covenants, restrictions, and limitations, or to the recorded plat.
 - 7.2.2.6 Any other document which the property owner considers useful to the review and approval procedure.
- 7.2.3 The submittal shall include a Form SFHA-AC-1, with Section 1, Building Plan Review & Approval Request, completed and signed.
- 7.2.4 The submittal shall include a check, payable to the Shiloh Falls Home Owners Association, for the amounts indicated in the following subparagraphs:
 - 7.2.4.1 The submittal for construction of a new dwelling Shall include a payment for the amount of One Thousand Dollars (\$1,000.00). Three Hundred Fifty Dollars (\$350.00) of this amount shall be a nonrefundable fee to the SFHOA.
 - 7.2.4.2 The remaining Six Hundred Fifty Dollars (\$650.00)

shall be refundable to the property owner following completion of construction, provided that the conditions stated in the following sub-paragraphs are achieved:

7.2.4.2.1 The construction is completed in strict accordance with the “Approved” building plans, with the applicable provisions of the covenants, restrictions, and limitations, and in compliance with the requirements of the procedure.

7.2.4.2.2 Any and all damages to SFHOA property incurred as a result of the construction will be returned to original condition.

7.2.4.3 The submittal for construction of an addition, out building, or other structure will not require a payment with the submittal. The Architectural Committee will review the building plans and determine if payment of a fee is appropriate, depending upon the nature and extent of the construction.

7.2.5 The building plans may be submitted to any Architectural Committee member. A listing of current committee members, addresses, and telephone numbers, will be available from the Security Guard at the Shiloh Falls Gate House.

7.3 REVIEW AND APPROVAL PROCEDURE

7.3.1 Building plans submitted to the Architectural Committee will be reviewed by committee members for compliance with the applicable provisions of the covenants, restrictions, limitations, and recorded plats.

7.3.2 The Architectural committee will meet as necessary to consider the approval of building plans under review. A majority of the committee members present, but in no case less than three (3), will be required to determine the final disposition of the request, which will be one of the conclusions indicated in the following sub-paragraphs:

7.3.2.1 Approved as Submitted: The request complies with all applicable provisions of the covenants, restrictions, limitations, and plats. The property owner may proceed with construction as requested.

7.3.2.2 Approved as Noted: The request does not comply with one or more of the applicable provisions of the covenants, restrictions, limitations, or plats. The

property owner may proceed with construction if the noted non-compliance issues are accepted and corrected in the building plans.

7.3.2.3 Revise and Resubmit: The request does not include all of the building Plans that must be provided to continue the review and approval procedure.

7.3.2.4 Rejected: The request does not comply with many applicable provisions of the covenants, restrictions, and limitations. The building plans must be completely revised to correct the stated non-compliance issues, and then be resubmitted for review and approval.

7.3.2.5 The decision of the Architectural Committee may be appealed to the Board of Directors of the Shiloh Falls Home Owners Association. The property owner may be requested to meet with the Architectural Committee during the review process to provide clarification of the building plans submitted.

7.3.3 Upon approval, the three (3) copies of building plans submitted will be stamped “Approved,” and signed and dated by a majority of the committee members.

7.3.3.1 One (1) copy of the “Approved” building plans will be retained by the Architectural Committee for record purposes.

7.3.3.2 Two (2) copies of the “Approved” building plans will be returned to the property owner. **One (1) copy of the “Approved” building plans shall be maintained at the construction site**; and one (1) copy of the “Approved” building plans will be a record copy for the property owner.

7.3.4 Upon approval, the Form SFHOA-AC-1 submitted with the request, with a completed and signed Section 2 – Architectural Committee Action, a copy will be provided to the property owner. Upon completion of construction, the property owner shall return the Form SFHA-AC-2, with Section 1 – Notification of Completion, completed and signed, to the Architectural Committee, and a final inspection of the construction will be accomplished.

7.3.5 Any and all construction, to include landscaping, approved under a particular request must be completed within 12 calendar months from the date of approval of the construction request. An extension may be requested for extenuating circumstances.

7.3.6 No construction of new dwellings, additions to existing structures, out buildings, and other structures governed by the

covenants, restrictions, and limitations, shall be permitted without prior written approval of the Architectural Committee.

- 7.3.7 The construction of new dwellings, additions to existing structures, out buildings, and other structures governed by the covenants, restrictions, and limitations, shall be in strict accordance with the “Approved” building plans.
- 7.3.8 Any addition, deletion, modification, or other deviation from the “Approved” building plans shall be presented in writing to any Architectural Committee member for review by the full committee to determine if further review and approval is required. No deviations may occur before the approval has been granted in writing.
- 7.3.9 In the event that a violation of these procedures takes place, the property owner shall be required to provide an explanation to the Architectural Committee as to how and why the violation occurred. The Architectural Committee will determine a remedy to correct the violation on a case-by-case basis. The remedies may include, but are not necessarily limited to, the actions in the following sub-paragraphs.
 - 7.3.9.1 Removal or modification of the violation, by the property owner, to satisfy the requirements of the covenants, restrictions, and limitations.
 - 7.3.9.2 Removal or modification of the violation, by the Shiloh Falls Home Owners Association, and at the expense of the property owner, to satisfy the requirements of the covenants, restrictions, and limitations.
 - 7.3.9.3 Payment of a penalty fee to the Shiloh Falls Home Owners Association in accordance with Covenant 35, Compliance.
 - 7.3.9.4 All costs incurred by the Shiloh Falls Home Owners Association to correct a violation of these procedures, to include legal expenses, shall be the responsibility of the property owner.
 - 7.3.9.5 Delinquent penalty fees and/or costs incurred by the Shiloh Falls Home Owners Association to correct a violation of these procedures shall become a lien upon the property.

7.4. COMBINING OR SPLITTING LOTS

- 7.4.1 Any property owner within the development desiring to build a home on more than one lot, or desiring to build an attached or detached building or structure on an adjacent lot may do so providing the following terms and conditions are agreed to and met;

- 7.4.1.1 Approval for construction from the Architectural Committee.
 - 7.4.1.2 The lots shall be combined as one lot on a plat with a statement on the plat, "Lots combined on this plat shall never be re-divided as long as the restrictive covenants for the Shiloh Falls development remain in effect" and said plat shall be recorded in the Record Book at the Hardin County Register's Office.
 - 7.4.1.3 Property Owner agrees to pay Homeowners Association dues and assessments for a home plus a vacant lot. However, if the owner wants to combine two lots and not pay SFHOA dues for both, the following apply: no more than two lots may be combined for the purpose of reducing fees; some house and/or garage foundation and structure must be situated on each lot; combining approval will not occur until after all construction is complete; lot dues will convert to the single home dues once the lots are combined and recorded as such. Owner will only have one SFHOA vote when any number of lots are combined.
 - 7.4.1.4 Any Property Owner(s) desiring to combine more than two lots or split a lot with another Property Owner may do so only after obtaining written approval from the Board of Directors of the Shiloh Falls Home Owners Association.
- 7.4.2 This resolution shall not alter or affect existing terms and conditions for lots that were combined or split prior to January 2012.

7.5 UTILITY CONNECTIONS UNDER ROADS

Cutting or trenching of roads in Shiloh Falls Development for any purpose is strictly PROHIBITED. Tunneling or boring under the road will be the only acceptable means of making connections to underground utilities, including, but not necessarily limited to, sewer/water/telephone/electrical service/cable television, that are located on the opposite side of the road. The property owner will be responsible for the cost.

- 8. Owners of lakefront lots 74, 76, 85, 99, 107, and 108, as those lots are shown on the recorded Plat, may, at the option of the owner of each said lot, construct two residential homes on each of the said lots. The provisions of Section 18 hereof must be complied with as to both houses. However, under no circumstances may said lot ever be subdivided, nor may ownership of any home be separated from the fee. Only those lot numbers as listed herein will be permitted to contain two houses. The plans for said houses must be approved by the Architectural Committee prior to construction. Said lots must be maintained through ownership as detailed in covenant #5 herein and must be sold as one

lot, even though two houses are built thereon. The restriction against subdividing said lots runs with the land and includes any type of separation of title to said lots by life estate, devise, conveyance or otherwise.

9. No trailer, tent, shack, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a "temporary character" be used as a residence. The definition of temporary character includes a mobile home.
10. There shall be no parking on the grass anywhere in the Shiloh Falls Subdivision. Street parking (not on the grass) is only allowed to accommodate temporary social functions for guests and visitors, not for normal parking of property owners' vehicles. Property owners with insufficient parking for personal vehicles should construct (with Architectural Committee approval) additional driveway space on their property.
11. No recreational vehicles, golf carts, boats, jet skis, trailers of any kind, other motorized vehicles, or commercial vehicles shall be stored or parked on any lot in a manner that would be visible from the street, lake, neighboring lots, or golf course with the following exception: Motor homes, camping trailers, loaded boat and loaded jet ski trailers may be parked in the driveway in the front of or on the side of a home for a period of three (3) days for the purpose of maintaining, cleaning, or temporary storage during high usage periods. A period of five (5) days must pass between the three (3) day period of temporary parking in a driveway before another three (3) day period of temporary parking can begin. Compliance Committee approval is required for a variance to the temporary storage restriction. Any automotive vehicles (cars, trucks, motorcycles, etc) that are parked (storing not allowed) in a driveway/parking area that is located in front of or on the side of a house, whether operational or non-operational, or whether there is intent to drive the vehicle or not, must be licensed (current tag) and be in compliance with the TN Financial Responsibility Law requiring evidence of financial responsibility. No automotive vehicle maintenance can be performed outside of a garage. Any vehicles parked or stored behind a line beginning at the rear corners of a house or garage structure that run from the sides of the structure to the lot lines perpendicular to the rear elevation of the structure must be in a garage or screened from the view of the street, lake, adjoining neighbors' lots, or golf course. No major mechanical work shall be performed on automobiles, boats, motors, trailers, etc, situated on any lot, except in an emergency. Only automotive vehicles and golf carts may be stored in a carport. No other items of any type may be stored in an open carport.
12. The easements shown on the single family residential plats of Shiloh Falls

Subdivision are hereby adopted as a part of these restrictions and all lots in said Subdivision shall be subject to said easements. SFHOA reserves unto itself, its successors and assigns, the right to grant unto others easements to install, maintain, repair and construct power, water sewers and telephone lines and facilities and drainage ditches in, upon, over and under the area or any of the areas designated on said plat as "utility easement" or "drainage or utilities easement" or "sewer line easement" or "drainage easement" areas with full rights of ingress and egress to and from said areas adjoining property. The roads in Shiloh Falls Subdivision are, and shall remain, private roads and have not been dedicated to any county authority or other governmental body. By remaining private, the responsibility for payment of maintenance and repair expenses for said roads shall remain the responsibility of the SFHOA. Nothing herein shall prohibit the SFHOA from dedicating such roads to a governmental body if the majority vote of property owners deems it so.

13. All building setbacks, including back and side yard setbacks, shall be governed by the recorded plat of the Subdivision.
14. All properties shall be maintained and kept clean by the lot owner. When making major changes to a lot's appearance, owners are encouraged to coordinate with adjoining property owners as a matter of courtesy. No signs, billboards, or other postings may be erected for any purpose without written permission of the Board of Directors or its assigns. The Board of Directors, and its assigns, is hereby given express permission to enter upon any lot to maintain or clean it and to remove at the owner's expense any building, structure, or posters in violation of this instrument.
15. All mailboxes within Shiloh Falls Subdivision shall be approved by the Architectural Committee.
16. No propane tanks, outside clothes lines, or other apparatus for the drying of clothes shall be permitted in Shiloh Falls Subdivision unless it is obscured from view by being underground for propane tanks or by mass planting of shrubbery or by other architecturally acceptable manner approved by the Architectural Committee.
17. Only satellite dishes 24 inches or smaller are permissible. However, satellite dishes, television antennae, radio antennae, and flagpoles require prior written approval of the Architectural Committee before installation and shall not be erected any further forward than the front of the house.
18. No lot in single family residential phases of Shiloh Falls Subdivision shall be used for any commercial, trade, business, mining or

manufacturing purpose. Any home leased may be leased only for periods in excess of six months. Copies of all leases must be sent to the Secretary of the SFHOA in advance of execution for approval and must contain a clause that the lessee agrees to abide by all rules, regulations, covenants and restrictions of the Subdivision and SFHOA.

19. All sewage disposal must comply with the requirements of the Hardin County Health Department, or its successor. No sewage, waste, disposal or drainage from the septic tank shall be permitted to enter the water nor shall it be allowed to run across open land.
20. No debris, including, but not limited to, stumps, logs, or building material, shall be buried on any lot.
21. No trash, junk, garbage, litter or other noxious materials may be dumped on any lot or other development property except at designated disposal areas. Garbage must be kept out of sight from the street and lake until pick up. Garbage containers are not to be put out roadside any earlier than dark the evening before the scheduled pick up day. Only vegetation removed for the purpose of property upkeep can be burned out of doors, and only with burn permits when required by the TN Department of Agriculture Forestry Division, 731-925-2675. Contact that agency before burning. Due to the heavy smoke caused by the burning of dried leaves and in the interest of courtesy to neighbors, property owners are highly encouraged to bag dried leaves and dispose of them accordingly.
22. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done or permitted thereon which may be or become an annoyance or a nuisance to the neighborhood. Likewise, garage and carport sales are expressly prohibited.
23. Decorations: The display of any flags, banners, decorative lights, ornaments, or similar items must be approved in writing by the Board of Directors. However, this does not prohibit the display of seasonal wreaths, decorative lights, ornaments, or the appropriate display of the American flag.
24. All fences must be approved by the Architectural Committee. No fence shall be erected on any lot closer to the street than the building line thereon and in no event shall fences be built along the street. Chain link fences are not permitted.
25. No animals, livestock or poultry of any kind, other than household pets shall be kept or maintained on part of said property. Dogs, cats and other household

pets may be kept upon such property only if they are not: (a) kept, used or maintained for any commercial use or purpose; or (b) kept or maintained in such a manner as, in the judgment of the Board of Directors or its assigns, to create a nuisance. With regard to safety and liability, property owners are required to keep all pets either on a leash or within a fenced area when outdoors. No loose pets wandering the streets! Additionally, when walking leashed pets around the neighborhood, property owners are required to carry bags with which to pick up pet droppings and to dispose of such in an appropriate garbage container on one's own personal property. No dog runs or animal pens are permitted on any lot without prior Architectural Committee approval.

26. All lot owners shall take such action to prevent erosion including, but not limited to, times of construction.
27. Any docks and/or piers constructed on any of the waterfront lots in said single family residential phases of Shiloh Falls Subdivision must conform exactly to the plans and specifications for the construction of docks and/or piers as set out by the SFHOA or its assigns. Any docks and/or piers constructed which do not conform exactly to the plans and specifications for the construction of docks and/or piers as set out by the SFHOA Board of Directors or its assigns may be removed by the SFHOA Board of Directors or its assigns at the owner's expense. No boat houses are permitted below a 418 feet above sea level elevation. However, boat houses are permitted above the 418 feet above sea level elevation provided the design and materials used are approved in writing by the Architectural Committee.
28. No unlicensed motorcycles, three-wheelers, four-wheelers, all-terrain vehicles or the like shall be allowed to operate within the Shiloh Falls Subdivision. All motorized vehicles and golf carts must be operated by persons holding a valid driver's license and sitting in the left hand seat behind the wheel. The speed limit throughout Shiloh Falls is 30 MPH.
29. Vegetable gardening shall be allowed only if properly screened from view.
30. Discharge of firearms or the shooting of any fireworks shall not be allowed in Shiloh Falls Subdivision, nor shall any hunting be allowed.
31. Shiloh Falls Subdivision shall be restricted for the exclusive use of the owners and their guests.
32. Contractor Rules: Contractors will maintain a porta-toilet on each building site during all phases of building. A waste container will be placed on each

building site throughout construction for daily disposal and cleanup of the site. Contractors will utilize the Holiday Hills gate. Trash and erosion control retention fences will be used on all building sites. Contractors will obey the 30 MPH speed limit and stop signs in Shiloh Falls and will not park on or cause damage to property adjoining the construction site. The property owner is responsible for the contractors complying with all Shiloh Falls covenants.

33. Signage Criteria & Restrictions:

33.1 No Real Estate Agent's sign, or other advertising device of any nature, shall be placed upon any Lot or Lot with House, except as provided herein. The Architectural Control Committee may, at its discretion, adopt rules relating to real estate signs which may be employed.

33.2 Each Real Estate Agent must have a contract for property located in SHILOH FALLS, prior to displaying their signs on the specific property.

33.3 Real estate signs shall be a standard width of 24 inches and may not exceed four (4) square feet in area. The sign color must be green with white lettering as originally established for SHILOH FALLS. The green color originally established by Shiloh Falls for real estate signs can be identified as "PMS 30C" or "Orcal Vinyl 060 Dark Green".

33.4. Only one real estate sign shall be displayed to the street view on any lot. If the lot is bordered by the Shiloh Falls Golf Course, one additional real estate sign may be displayed to the golf course view or if the lot is bordered by the lake, one additional real estate sign may be displayed to the lake view.

33.5. If Real Estate Agent has multiple contiguous (adjacent to each other) property/Lots, with the same property owner, only one real estate sign for all property/Lots shall be displayed to the street and one sign displayed to the golf course view.

33.6. All signs displayed to the street view, for any lot without a house, are to be placed parallel to the street and along the tree line for ease of mowing. Signs placed on the common area street right-of way that is maintained by SFHA shall be removed and disposed of without warning. Real estate directional signs for "Open House" will be allowed on the common area between Saturday at 9:00 AM and Sunday at 5:00 PM. Any real estate signs on common area at any other time shall be removed and disposed of without warning.

34. Real estate signs must be maintained in good condition at all times and must be removed within three (3) days from the date of closing of any agreement of sale.

35. Compliance: Any variances or deviations from the covenants, limitations, or restrictions without prior written approval by the Shiloh Falls Homeowners Association Board of Directors (BoD) (or by the Architectural Committee according to Covenant 7) are violations of the covenants, limitations, or restrictions and do not excuse compliance. If uncertain, contact a member of BoD for further clarification before acting on a covenant, limitation, restriction, or plat. the

In the event of a violation or breach of any of the SFHOA covenants, limitations, restrictions, or plats by any property owner or agent of such owner, or other property owners, or in any event, jointly or severally, SFHOA shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. Additionally, the SFHOA shall have the right, but shall not be obligated to proceed at law or in equity to compel a compliance to the term hereof or to prevent the violation of any breach in any event. However, the BoD is authorized to levy fines against SFHOA members in the amount of \$25 (\$100 for Architectural violations under Covenant 7) per violation. But, first violations of a particular covenant, limitation, or restriction will only receive a notice of the violation and a request to correct it. There will be no fine for a time violation of a particular covenant that is corrected. For Covenant 7 first violations, if the Architectural Committee finds a violation to be flagrant and willfully committed, the first violation will be fined.

Openly or anonymously, violations may be reported in writing by any SFHOA member by placing the written violation (with no name of submitter thereon if anonymity sought) in the locked Suggestion Box located on the entry gate side of the guard house. The Secretary of the SFHOA Board of Directors will weekly retrieve the submissions for review by the BoD (Architectural Committee (AC) for Covenant 7 violations). After confirmation of the violation, the BoD (or AC) will issue a written notice of violation via US Mail (return receipt required) to the member responsible for the violation. The SFHOA member has 14 days (7 days for Covenant 7 violations) from receipt of the violation notice to either pay the fine and take corrective action to prevent the reoccurrence of the violation or to appeal the violation in writing to the BoD.

The written appeal must explain how the alleged violation is not a violation of the covenants, limitations, or restrictions as written, keeping in mind that variances or deviations from the covenants, limitations, or restrictions are to be approved prior to committing the violation. Therefore, reasons for why a violation has been committed will likely not result in withdrawal of the fine. Once the BoD has made a decision, written notice will be sent to the

member.

If the appeal is found justifiable by a majority of the Board members, then the fine will be dropped and no violation will be recorded. If a majority of the Board members finds the violation to be legitimate, then the SFHOA member has 14 days (7 days for Covenant 7 violations) from receipt of the written notice (return receipt required) to pay the fine. If the fine is not paid by the 14th day (7th day for Covenant 7 violations), the fine becomes \$25/day (\$100/day for Covenant 7 violations) thenceforth until paid and the violation corrected if applicable.

Information for a violation report must contain the following information:
Description of the violation (date the covenant enacted and number of the covenant being violated; date of the discovery of the violation; specific location of the violation (lot number, street address, or route description to the violation); property owner's name (if known), violator's name (if known) and if other than property owner's name. The failure to enforce any rights, reservations, or restrictions contained in these covenants, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

If any of the parties hereto or any lot owner or his heirs or assigns shall violate any of the covenants, restrictions, or limitations contained herein before they expire, it shall be lawful for any other person owning any other lot in the Shiloh Falls Subdivision, or the SFHOA Board of Directors, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction or limitation and either prevent him or them from so doing or to recover damages or other dues for such violations.

36. These covenants, restrictions, easements, and limitations supersede all Shiloh Falls Subdivision preceding covenants, restrictions, easements, and limitations in effect prior to January 3, 2013. These Covenants were enacted by vote of the members of the SFHOA on December 1, 2012, and made effective January 3, 2013, and are to run continuously with the land and shall be binding on all parties and all persons claiming under them until January 3, 2023, at which time said covenants shall automatically be extended for successive periods of ten years unless by vote of the majority of the then owners of the lots at any meeting held after January 3, 2023, it is agreed to amend said covenants in whole or in part.

37. No failure or neglect on the part of the SFHOA Board of Directors or its assigns

to demand or insist on the observance of any provision, requirement, covenant, limitation, restriction or condition herein contained or referred to, or to proceed for the restraint or violation of, shall be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereunder; nor shall a waiver thereof, in any particular, be deemed a waiver of any default there under, whether of the same or a different nature; and any such provision, requirement, covenant, limitation, restriction or condition may be enforced at any time, notwithstanding the fact that violations may have been suffered or permitted there under.

38. A person who purchases a lot in the Shiloh Falls Subdivision thereby automatically becomes a member of the Shiloh Falls Home Owner's Association and is subject to all its covenants, limitations, restrictions, and amends thereto enacted by the SFHOA, and rules, regulations, and amends thereto enacted by the Board of Directors according to the SFHOA By-Laws. Only one membership per lot is granted regardless of the number of owners of said lot.
39. The SFHOA will maintain a locked Suggestion Box located on the entry side of the guard house at the main entrance to Shiloh Falls. This box will be used by all SFHOA members to anonymously or openly communicate suggestions to the BoD for the betterment of the SFHOA and neighborhood, and as a place for SFHOA members to place a written description of a violation of any covenant, limitation, or restriction by any person, whether a member of the SFHOA or not. Refer to covenant 35 for violation report information requirements. This box will be checked weekly by the SFHOA Secretary and the contents presented to the BoD for consideration.
40. Grandfathering will be determined by the Board of Directors (BoD) and Architectural Committee (AC) on a case by case basis. The BoD and AC will survey the entire subdivision and notify owners of violations within 30 days of enactment of the new CRL. Procedures for the owner to follow once notified are contained in CRL #35, Compliance. The appeal of violations from this survey will either be rationale for extenuating circumstances that caused the violation or it will be a request for exemption from the covenant due to grandfathering. The BoD and AC will consider fiscal impacts to the SFHOA & the property owner, reasonableness of the request in order to be in harmony with the overall intent of the Covenants, and timeline for compliance. Common sense shall prevail. Avoid court as much as possible!