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**SHILOH SPRINGS SUBDIVISION**  
A Planned Residential Development  
**SECTION 6-A**

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Legal Description of Property-covered

**ARTICLE I**

**RESTRICTIVE COVENANTS**

**Section 6-A, only**

The following restrictive covenants shall apply to the property described in Exhibit "A", known as Section 6-A, Shiloh Springs Subdivision and are established and declared for the purpose of protecting the use and value of this development, and as an inducement to encourage the purchase of Lots by the general public. Therefore the following restrictive covenants are impressed upon said property and shall apply and run with each and every lot in this Planned Residential Development.

The Developer reserves the right to file Restrictive Covenants on future Sections of the Subdivision, which Covenants may vary in terms and provisions. Those future Covenants may require that those lot owners in the future Sections, to be members of the same Homeowners Association described hereafter. This is solely at the option of the Developer.

The Developer of the property is Jerry E. Winberry.

1. Each house shall have a minimum of 2200 Square Feet (heated and cooled Living Area).
2. Developers must approve all plans, including exterior materials and color. Plans with elevation must be signed after approval and kept on file by the Developers.
3. All home designs and styles must be approved by the Developers.
4. Homeowner (builder) must have permission in writing from the Developers to cut any existing trees.
5. Setback minimums from street as shown on recorded plat but in no event less than 40 feet.
6. Side setback to be 12 feet.
7. Rear setback to be at least 20 feet unless a graded setback is shown on recorded plat; or is required elsewhere in these restrictions, not to include pools, patios, etc.
8. Every dwelling and accessory building erected in the Subdivision shall be constructed of brick unless another similar type construction material approved by the Developers. No wood, vinyl or masonite will be approved except for windows, doors, trim and gables as specifically approved in writing by the Developer. No outside walls may be constructed of

imitation brick or similar materials. All outside materials must be new except that used brick, stone or ornamental iron work or other ornamental objects may be used. No previously used dwelling or accessory buildings shall be relocated in the Subdivision. No open foundations or unsightly methods of construction shall be permitted on any lot in the Subdivision.

9. No trailers, boats, motorcycles, campers, commercial trucks, or relocated types of vehicles or instrumentalities, shall be permitted on any lot in the Subdivision unless stored at all times completely out of sight in a stockade type fence, an enclosed garage or other permanent accessory building otherwise permitted under these restrictions.

10. No commercial vehicles larger than a pickup truck shall be allowed on any lot in the Subdivision unless same is maintained within an enclosed garage. Nothing herein contained is intended to prohibit commercial vehicle access to any lot within the Subdivision for purposes of rendering commercial services for the benefit of such lot owner. No inoperable or damaged vehicle shall be parked or maintained on any lot unless same is within an enclosed garage area.

11. No temporary residence or other temporary structure shall be erected on any lot. No mobile or modular homes or previously used structures of any type shall be placed on any lot nor used as a residence at any time.

12. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which may be or become an annoyance or nuisance to the Subdivision or other lot owners.

13. All concrete block foundations shall be covered with new or used brick, or plaster, or other material as approved by Declarant.

14. All garages and carports must be fully enclosed and of sufficient size for at least two (2) cars.

15. All driveways shall be paved with concrete, or substance of similar quality approved by the Developer.

16. All electrical service lines, telephone lines and cable T. V. lines (excluding utility poles) shall be located underground, and the owners of the lot over which a telephone line, etc., are to be placed shall be responsible for the costs of labor and materials in placing such lines underground from the street to the dwelling located on the lot. To the extent that Developer shall furnish or otherwise construct utilities, or future utility services, easements for same shall not be unreasonably withheld by any lot owner.

17. No fowl, livestock, or other animals, except such customarily domesticated animals as dogs, cats, shall be kept, stabled or penned on any lot or brought onto a lot and all such animals must be confined on said lot in accordance with local ordinances and state laws.

18. No television satellite receiver shall exceed 18" and must be approved by the Developer.

19. No fence shall be allowed beyond the front setback line of a lot. All fence location and material must be approved by the Developer. Chain link is expressly prohibited.

20. Each lot owner will be responsible for maintaining his lot in a reasonably neat condition and shall do nothing on a lot which would render it unattractive, unsightly or a nuisance to the Subdivision or other lot owners.

21. No trash containers will be permitted unless same are screened by fencing or shrubbery from public view. All trash and refuse shall be disposed of as allowed and permitted by local laws and ordinances.

22. Prior to construction of a dwelling on a lot in the Subdivision, the owner of the lot must submit a detailed set of house plans, including the proposed site plan to the Developer for

written approval thereof and no construction on any lot may be commenced without first obtaining said written approval of the Developer. Once written approval has been obtained, construction on the lot must generally conform with the approved plans.

23. During construction any construction sign must be approved by the Developer.

24. All mailboxes must be ornamental iron with a design approved by the Developer. In addition, the Street Signs shall be ornamental iron and those street signs shall be maintained by the Homeowners Association as part of the common areas.

25. The following restrictions shall apply to Shiloh Springs "lake lots":

- a) No fence barrier or structure of any type shall be erected on the rear of any lot bordering the lake that would prohibit the proper maintenance of the lake and surrounding ground, unless approved by Developer.
- b) No water craft on the Lake shall have a gasoline engine. The entire lake shall be a no wake area.
- c) The Lake may be used only by members of the Homeowners Association and their guests. No guest shall use the Lake unless they are accompanied by a member of the Association.
- d) Each lot owner shall maintain his property in such a manner as to prevent any discharge of any pollution into the Lake and shall take all appropriate steps to ensure that surface water runoff is free from waste, debris, silt and any other pollution.

26. These restrictions and covenants shall run with the land and shall be binding on all purchasers and owners of lots within the Subdivision, and all persons claiming under them until midnight, June 1, 2037, at which time said covenants and restrictions shall be automatically extended for successive ten year periods unless by vote of the majority of the then owners of the lots in the Subdivision. However it is expressly understood, any restriction can be modified, eliminated or waived at anytime from June 1, 2007 forward if the modification of waiver is approved by an ownership group constituting 75% of the lots in the Subdivision, or is approved by an 80% vote of the Homeowners Association.

27. In the event any lot owner shall construct any improvements on any lot without first obtaining the prior written consent of the Developer, or other such consents as required by law, or materially violates any restrictive covenant, said owner shall be liable to the Developer and thereafter to the Homeowners Association for a partial liquidated damages penalty in the amount of \$3,000.00. Nothing herein contained is intended to serve as a waiver of the Developer or any other lot owner's rights to require full compliance with these restrictions or to seek additional allowable damages; and payment of such penalty shall not relieve said lot owner from compliance with these restrictions. Further, if any owner of a lot shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any persons owning a lot within the subdivision to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions, either to prevent such violations or to recover damages therefore, or both. In the event the Developer or Homeowners Association, a lot owner shall employ the services of an attorney to enforce any covenant or restrictions herein contained, the non-complying lot owner shall be liable for all costs, expenses and attorney's fees incurred by such Developer, Homeowners Association, or lot owner, to enforce these covenants and restrictions. Invalidation of any one or more of these restrictions or covenants by judgement or court order shall in no way effect any of the provisions which shall remain in full force and effect.

## ARTICLE II

## **BY-LAWS OF HOMEOWNERS ASSOCIATION**

1. **HOMEOWNERS ASSOCIATION:** All of the owners of lots in Shiloh Springs, a Planned Residential Development, as shown on the plat(s) to be recorded in the Register's Office of Madison County, Tennessee, as the same may be amended to include any additional units, shall be members of the Association. It is intended that this initial section will not be the only section of Shiloh Springs and it is intended that each additional Section platted by the Developer shall become part of Shiloh Springs and subject to the Homeowners Association provisions at the sole option of the Developer. If the Developer provides that future sections of Shiloh Springs are part of this Homeowners Association, those lots and Owners shall become part of the Association as directed by the Developer.

The Homeowners Association shall become effective upon the sale of Seventy-five Percent (75%) of the total lots to be included in the total Shiloh Springs Subdivision, which includes this section and any future sections of the Subdivision. The Developer shall notify the Lot owners when Seventy-five Percent (75%) of the total lots have been sold for the total Development that is to be included in the Subdivision and when the Developer gives that notice the Homeowners Association shall meet within Sixty days (60) and from that date forward shall assume responsibility for all of the common areas and shall have the authority rights and obligations stated hereafter.

The purpose of the Association is to administer on a non-profit basis and through a Board of Directors, to elect the Board of Directors; to amend and supplement from time to time these By-Laws and the system of Administration; and to do and perform any and all other things, matters or acts required by or permitted by the owners or the laws of the State of Tennessee. The Association shall be responsible of the maintenance of the common areas of the Subdivision and may take any action to enhance the value of the Subdivision in general.

2. **MEETINGS AND VOTING RIGHTS OF MEMBERS:**

a) **Eligibility.** The owner or owners of a lot, who have become such in compliance with all the requirements and conditions contained in the Declaration of Covenants, Conditions and Restrictions, including these By-Laws and corporate Charter for the Shiloh Springs Homeowners Association, Inc., shall be entitled to attend and vote at all meetings of the Association. The Developer shall be considered the owner of each lot which is unsold by it.

b) **Voting Rights.** Then owner or owners of a lot shall be entitled to one vote at all meetings of the Association. Where two or more persons own a lot, the vote allocated to that lot shall be cast by one authorized by such two or more owners, and in the event of failure of such authorization, no vote shall be recorded for that lot. Where only one of two or more owners of a lot is present in person at a meeting, such one shall be presumed to be authorized by all owners of said lot and shall be entitled to cast the vote with respect to that lot. Where one person or group of persons owns more than one lot, such person or group shall be entitled to cast one vote for each lot owned.

c) **Corporation as Owner.** In the event a partnership, trustee, corporation or other entity owns a lot or lots, after having complied with all conditions contained in the Declaration, including these By-Laws, the vote of such may be cast by a partner, trustee or officer of the same or by any person authorized in writing by a partner, trustee or officer thereof, to represent the same.

d) **Proxies** Votes may be cast in person or by proxy. Proxies, to be valid, shall be in writing for the particular meeting designated therein and any adjournments thereof and shall be filed with the secretary of the meeting prior to the meeting.

e) Annual Meeting. The annual meeting of the Association shall be held at 7:00 p.m. on the first Monday in February of each year beginning when the Restrictions call for the Owners to assume the responsibility for the common areas or at such time as the Developer notifies the Lot owners to form the Association, whichever event occurs first, for the purpose of electing a Board of Directors and of transacting any other business authorized to be transacted by the members; provided however that if such day is a legal holiday, then the meeting shall be held at the same hour on the next following day.

f) Special Meetings. Special meetings of the Association shall be held whenever called by the President and Secretary of the Board of Directors, by a majority of the Board of Directors or by written request of one-third (1/3) of the entire members of owners. When a special meeting is so called, the Secretary shall mail or deliver written notice of the meeting to all owners.

g) Notice. Notice shall be given to all owners of meetings stating the time, place and purpose for which the meeting is called. Such notice shall be in writing and shall be mailed or delivered to each member at his address as it appears on the books of the Association, or may be mailed or delivered to his lot not less than ten (10) days nor more than thirty (30) days before the meeting. Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice. Notice of a meeting may be waived before, at or after the meeting.

h) Quorum. A quorum at any meeting of the Association shall consist of persons entitled to cast at least a majority of the votes of the entire number of lot owners. The affirmative vote of a majority of owners present, being more than fifty per cent (50%) of the total number of lots in attendance, is required to adopt any resolution, elect any director, make any decision or take any action; except that these By-Laws and the system of administration may be modified only in the manner hereinafter set forth.

i) Presiding Officer. The President of the Board of Directors shall preside over all Association meetings; and the Secretary of the Board of Directors shall take and keep the Minutes and Minute Books of all Association meetings, wherein adopted resolutions shall be recorded, and shall serve as Secretary at such meetings.

j) Amendments. The Association may, at any duly called, held and convened meetings, modify or amend the system of administration of Shiloh Springs, a Planned Residential Development, and these By-Laws for the administration of Shiloh Springs, by the affirmative vote of owners representing at least Seventy-five Percent (75%) of the total lots in Shiloh Springs. The said system of administration and these By-Laws, however, may be only amended in such manner that all of the provisions required by the code of Tennessee to be within the contents of the By-Laws shall always be embodied in the By-Laws. No such modification or amendment of a system of administration or of these By-Laws shall be operative unless and until it is embodied in a written instrument and is recorded in the Register's Office of Madison County, Tennessee, in the same manner as was the Declaration and these original By-Laws which are a part of the said Declaration.

3. **BOARD OF DIRECTORS:** The administration of Shiloh Springs, a Planned Residential Development, its business affairs and of the general common elements herein shall be vested in its Board of Directors, which shall consist of not less than three (3) nor more than seven (7) persons. Except for the initial members of the Board of Directors, each member of the Board of Directors shall be either the owner of a lot or of an interest therein, or, in the event of ownership of a lot by a partnership, trustee, corporation or other entity, a partner, trustee, officer or other designated representative thereof.

a) Election of Directors. The Association shall, at its annual meeting, elect the Board of Directors. Each owner or owners of a lot shall be entitled to none vote per lot for each of the Directors to be elected, with cumulative voting not permitted. A majority of those voting shall be necessary for the election of a Director. Each owner or owners of a lot, on each ballot, is required to cast his vote for as many persons as there are Directors to be elected. In the event a sufficient number of persons fails to receive a majority of votes,

additional votes will be taken with the name of the person receiving the lowest number of votes being dropped after each ballot, until a sufficient number of Directors is elected.

- b) Vacancies. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.
- c) Term. The term of each Director's service shall be until the next annual meeting of the Association and thereafter until his successor is duly elected by the Association and qualified or until he is removed in the manner elsewhere provided.
- d) Organization Meeting. The organization meeting of a newly elected Board of Directors shall be held within three (3) weeks of their election at such place and time as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.
- e) Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting unless notice is waived.
- f) Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of a majority of the members of the Board. Not less than five (5) days notice of the meeting shall be given, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
- g) Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting before, at or after the meeting, and such waiver shall be deemed as equivalent to the giving of notice.
- h) Quorum. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration or elsewhere in these By-Laws. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have to be transacted at the original called meeting, may be transacted at the adjourned meeting without further notice.
- i) Presiding Officer. The President of the Board of Directors shall preside at all meetings of the Board; the Secretary of the Board shall serve as Secretary of all meetings of the Board. In the absence of either, the Board shall designate one of their number to preside or to serve as Secretary as the case may be.
- j) Compensation. No compensation shall be paid to any member of the Board or to any officer for service as such, unless approved by a majority of owners. Any member of the Board or any officer may be reimbursed for expenses actually incurred by him, upon approval of the Board.
- k) Removal. Any member of the Board may be removed and relieved of duty as such by the vote of the owners representing a majority of the total of lots at any regular or special meeting duly called and convened of the Association. The vacancy created by such removal may be filled by the Association at the meeting at which such Director was removed.

4. **OFFICERS:**

The Board of Directors shall elect, from its members:

- a) A President, who shall be the chief administrative officer of the Board; shall execute contracts and agreements in the name and behalf of the Board when directed by the Board; shall preside at all meetings and shall perform such other duties as the chief administrative officer as the Board, may, from time to time, direct;
- b) A Vice President; who shall, in the absence or disability of the President, preside at all meetings and perform all duties of the President;
- c) A Secretary/Treasurer, who shall keep the Minutes of all meetings and proceedings of the Association, and of the Board of Directors. He shall attend to the giving and serving of all notice to the owners of meetings and to the Directors at meetings of the Board of Directors. He shall keep all other records of the Association and of the Board. As Assistant Secretary may also be elected to perform the duties of the Secretary when the Secretary is absent and who shall have the custody of all property of the Board, including funds, securities, evidences of indebtedness, books, assessment rolls and accounts of the owners. He shall keep the books in accordance with good accounting practice and shall perform all other duties incident to the office of the Treasurer.

No compensation shall be paid to any Director or Officer for services as such, except upon approval by a majority of the owners. This provision shall not preclude, however, the Board of Directors from employing an officer or administrator as an employee of the Association, such as manager or as bookkeeper, auditor, attorney or the like.

All moneys and funds of the Board of Directors shall be deposited in such bank or banks as may be designated from time to time by the Board of Directors. Withdrawals of moneys from such accounts in banks shall be only by checks or drafts signed by such persons or as are authorized by the Board of Directors. At least two signatures are required for the signature of any check or draft.

Roberts Rule of Order (latest edition) shall govern the conduct of meetings of the Association and of the Board of Directors, subject to any paramount provisions of the statutes of Tennessee and provisions of the Declaration including these By-Laws.

5. **POWERS OF THE BOARD OF DIRECTORS:** In addition to the rights, powers and duties conferred upon the Board of Directors by the Declaration, the laws of Tennessee and by other provisions of these By-Laws and without in otherwise limiting the same, the Board of Directors shall have the following additional and cumulative rights, powers and duties:

- a) To hold title and possession to funds and property, including the maintenance funds and other assessments and including title to any purchased lot or purchased leasehold interest pursuant to the powers herein above conferred as trustee for the use and benefit of the owners of the lots:
- b) To recommend assessments against members to defray the costs of the Association, including, without limitation, all costs and expenses of maintaining, repairing, replacing, improving, altering, operating and administering the roofs and exteriors of the improvements on the common elements and the perimeter wall and any service to be provided to the Declaration, and of engaging all necessary services and employees therefore; approval of assessments shall be governed by Article V of the Declaration of Covenants:
- c) To use the proceeds of assessments in the exercise of its powers and duties;
- d) To oversee the maintenance, repair, replacement, operation and administration of the exteriors of the improvements of the common elements and any services to be provided to the individual lots pursuant to the Declaration;

- e) To oversee the reconstruction of improvements after casualty and the further improvement of the property, including buildings and common elements;
- f) To make and amend regulations respecting the use of the property, including the building and common elements;
- g) To enforce by legal means, or otherwise, the provisions, of the Declaration, including and By-Laws and the regulations for the use of the property;
- h) To contract for the management of the Association and to delegate to a manger the management duties of the Board of Directors, to be performed by such manger under supervision of the Board of Directors, should such be necessary and desirable;
- i) To pay any taxes and assessments which are liens against any part of the property other than individual lots and the appurtenances thereto and to assess the same against the lot subject to such liens; to oppose the levying of any such taxes;
- j) To carry insurance for the protection of lot owners and the Board of Directors against casualty and liabilities;
- k) To pay the cost of all power, water, sewer and other utility services rendered to the Association and not billed to owners of individual lots; and
- l) To employ personnel for reasonable compensation to perform the services required for proper administration of the Association, including without limitation, auditors, attorneys, bookkeepers and managers.

6. **OTHER PROVISIONS:** Members of the Association shall be entitled to cast one (1) vote for each lot owned by them. Developer shall be entitled to five (5) votes of reach lot owned and unsold until such time as Seventy-five Percent (75%) of the lots are sold; or until December 31, 2012, whichever shall first occur, after which time Developer shall be entitled to one (1) vote for each Lot owned and unsold.

7. **INDEMNIFICATION:** The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action or in the right of the Association) by reason of the fact that he is or was a Director of officer of Shiloh Springs, a Planned Residential Development, against expenses (including attorney's fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of Shiloh Springs, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption believed to be in, or not opposed to, the best interests of Shiloh Springs, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

No indemnification shall be made in respect of any claim, issue or matte as to which such person shall have been adjudged to be liable of negligence or misconduct in the performance of his duty to Shiloh Springs, unless and only to the extent that the Chancery Court of Madison County, Tennessee, or the Court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability but in view of all circumstances such expenses which the Court shall deem proper. To the extent that a Director or officer of Shiloh Springs has been successful on the merits or otherwise in defense of any action, suit or proceedings referred to in this article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under this Article (unless order by a Court) shall be made only as authorized in the specific case upon a determination that indemnification of the Director or Officer



is proper in the circumstances because he has met the applicable standard of conduct set forth herein. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by Shiloh Springs, in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon a secured receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized herein.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Association or disinterested Directors or otherwise both as to an action in his official capacity and as to an action in another capacity while holding office, shall continue as to a person who has ceased to be a Director or officer, and shall inure to the benefit of the heirs, executors and administrators of such a person

7. **CONSTRUCTION:** These By-Laws are intended to be read in conjunction with the Declaration, and if there is any conflict between the By-Laws and the Declaration, the Declaration shall control.

### ARTICLE III

#### EASEMENTS AND COMMON AREAS

1. **Easements for Utilities, Lake Maintenance and Related Purposes:** The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or right-of-way for sewer lines, electrical cables, telephone and other communication cables, internal and external wiring and antennas, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the Residential Community as may be considered necessary appropriate or desirable by the Board of Directors for the orderly maintenance, preservation of the health, safety, convenience and/or welfare of the Owners of the Lot and the Declarant.

2. **General Easement:** The Declarant, so long as it shall retain record title to any Lot or the Common Areas, and the Association, reserve the right and easement to the use of the Common Areas and any Lot or any portion thereof, as may be needed for repair, maintenance, or construction on such Lot or any other Lot or the Common Areas.

3. **Encroachments:** Each lot and the dwelling located thereon and the property included in the Common Area shall be subject to an easement of encroachments created by construction, reconstruction, repair, shifting movement, settling and overhangs as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

4. **Ingress and Egress:** There is hereby created a blanket easement upon, across, over and under all of said property for ingress, egress, installation, replacing, repairing, and maintaining all phones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to construct and maintain the necessary underground lines and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across, and under the roofs and exterior walls for said dwellings. An easement is further granted to all police, fire protection, ambulance, and all similar persons to enter upon the street and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the Common Area and any lots to perform the duties of maintenance and repair of the dwelling or Common Area provided for herein.

Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developers shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

5. **Perimeter, Common Fence and Wall, Shiloh Springs Dam:** The Declarants have constructed a Perimeter Common Fence, Entranceway and Wall and Shiloh Springs Dam, which is shown on the Final Plat of Shiloh Springs. The Property Owners Association shall have the obligation for the general upkeep and maintenance of these items, for normal wear and tear. In the event any damage is caused to these items by an individual lot owner, his or her residents, guests, or invites, the cost of the repair for the damage shall be the sole responsibility of the individual lot owner. In the event the lot owner does not make the required repair the Property Owners Association have the right to make the repairs it deems necessary and to charge those repairs to the individual lot owner responsible and collect it in accordance with the by-laws of the Association.

**ARTICLE IV**

**EFFECTIVE DATE**

These Covenants, Conditions and Restrictions are executed this the \_\_\_\_ day of January, 2014. These Covenants, Conditions and Restrictions, along with the attached By-laws become effective upon the recording of this document in the Register's Office of Madison County, Tennessee.

IN WITNESS WHEREOF, the undersigned the Developer herein, has cause and this instrument to be executed by and through its duly authorized officials, the \_\_\_\_ day of January, 2014.

Declarant:

\_\_\_\_\_  
Jerry Winberry

STATE OF TENNESSEE)  
COUNTY OF MADISON)

Personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, the within named Jerry Winberry with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, acknowledged that he executed the foregoing instrument for the purposes therein contained and as his free act and deed.

WITNESS MY HAND and Official Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Exhibit "A"

Being all of the Lots in Section 6-A, Shiloh Springs Subdivision as shown on the Plat of record in Plat Book \_\_\_\_ at page \_\_\_\_\_ in the Register's Office of Madison County, Tennessee.