

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF SHILOH VIEW SUBDIVISION**

I. GENERAL

1. This Declaration is made by William R. Showalter and wife, A. Ann Showalter ("Declarer"), owner of the real estate known as "Shiloh View Subdivision" ("Shiloh View") and shall apply to Lots 1 through 11 as designated on that plat dated September 24, 1998, prepared by Azimuth Engineering Inc., and of record in the office of the Greene County Register of Deeds at Plat Cabinet E, Slide 2. The purpose of this Declaration is to enhance the value of ownership within Shiloh View.

2. Declarer, for itself and its successors and assigns, hereby declares and agrees that all portions of Shiloh View specified above shall be held, conveyed, leased, occupied, used, and improved subject to the covenants conditions, and restrictions set forth herein and shall be binding upon Shiloh View, the Declarer, and the grantees, together with its respective successors and assigns and shall inure to the benefit of the Declarer and their successors and assigns.

3. The purpose of creating and enforcing these restrictions is to maintain and enhance the property value and quality of improvements within Shiloh View. It is incumbent on all owners of property in this development to create and maintain their property in harmony with and consideration for the adjacent property owners.

II. ARCHITECTURAL CONTROL COMMITTEE

1. There shall be an "Architectural Control Committee" (the Committee) for Shiloh View consisting of three people elected by the owners of the lots as follows: Declarer shall appoint the initial three members of the Committee upon recording of these covenants to serve for a term of three years from the date of appointment. Thereafter, the owners of record of the lots of Shiloh View shall vote for members of the Committee on the basis of one vote for one lot, with a majority of six votes required for election to the Committee for a period of three years. Any vacancy on the committee shall be filled on the same basis as election.

2. The Committee shall adopt building construction standards for Shiloh View and make these standards available to lot owners and others as requested. Such building construction standards shall have the same force and effect as these covenants, conditions and restrictions.

3. The Committee shall not be responsible for insuring compliance with any applicable code or the structural integrity of any buildings other improvements. Property owners are responsible for complying with all zoning, land use and other government requirements.

4. No building or structure shall be erected, or altered on any building lot in the subdivision until the building plans, specifications, plot plan, landscaping plan, have been approved in writing as to conformity to the building construction standards of Shiloh View by the Committee. This approval shall apply to

all primary residential structures, and all accessory structures including detached garages, storage buildings, shed, gazebo or any other facility incidental to the main residential structure.

5. The owner of each lot proposing any construction in Shiloh View shall submit two sets of plans and specifications to the Committee for review and approval. The Committee shall approve or reject with explanation in writing such plans and specifications within five working days.

6. Review of plans and specifications by the Committee is for the purpose of maintaining and enhancing property values of all lots within Shiloh View and approval of such plans shall be based on the building construction standards of Shiloh View and such approval shall not be unreasonable withheld.

III. GENERAL RESTRICTIONS ON USE

1. All lots in Shiloh View shall be used only for a private single family residence and necessary accessory structures.

2. No lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new lot or building site.

3. Any diversion of a natural water course shall not cause damage to adjoining lots or prevent the natural drainage of the subdivision.

4. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the property except that ordinary and customary dogs, cats or household pets may be kept provided (1) they are not kept, bred or maintained for any commercial purposes, (2) they are restrained and do not constitute a nuisance or hazard to other property owners, and (3) they are not maintained in such a manner or in a number as to create a nuisance.

5. Yard sales, porch sales, garage sales, basement sales, etc. shall be limited to one per year per household in Shiloh View.

6. No trash, waste, garbage, litter, junk or refuse shall be thrown, dumped, or left on any portion of the premises and burning of the same shall not be permitted except during construction.

7. Each vacant lot must be maintained by the owner in a clean and neat condition at all times and be mowed or cleared of all grass or weeds at least three (3) times per year.

8. No mobile home, modular home, trailer, or other factory built or movable structure shall be permitted on any property in Shiloh View, whether or not used as a residence. The only exception shall be temporary structures during construction for storing tools and/or supplies which shall be promptly removed when the structure is substantially completed.

9. Campers, boats, recreational vehicles, etc. may not be parked, either seasonally or permanently, so as to be visible from the street or from other landowners of Shiloh View. Any such vehicles must be stored at all times in a garage or other enclosure.

10. No wrecked, nonfunctional or junked cars or antique cars shall be permitted unless stored in a garage or other enclosure.
11. All driveway and vehicle parking spaces shall be paved with a hard surfaced material as approved by the Committee. In no cases shall vehicles be parked on non paved area of a lot at any time.
12. No noxious or offensive activities shall be carried on upon the property, nor shall anything be done which may be declared or which may become a public or private nuisance in the area.
13. Easements to each individual lot shall be as shown on the Plat of Shiloh View Estates.

IV. STRUCTURES AND IMPROVEMENTS

1. No building, structure, alteration or improvement shall exceed thirty five (35) feet in height measured from the average level of the finished grade.
2. Any residential structure constructed on any lot in Shiloh View shall contain a minimum of two thousand (2,000) square feet of living space for a single floor residence, or a minimum of two thousand four hundred (2,400) square feet of living space for a multi-level residence. Living space for this purpose shall consist of heated finished space exclusive of garages, porches, basements, etc.
3. All dwelling units or garages must be set-back in conformance with the zoning ordinances of the Town of Greenville, but in all cases set-backs must be a minimum of 30 feet from the front (street); 15 feet from side lot lines and 20 feet from the rear lot line. In the event two or more adjacent lots are owned by the same owner(s), the setback lines shall apply to the four (4) outer boundaries of the combined Lots.
4. All residences constructed shall connect to the Greenville Water and Sewage System. No individual sewage disposed system or water system shall be permitted upon the property unless approved by the Committee and the Department of Public Health of the Town of Greenville.
5. Any construction undertaken in Shiloh View shall proceed in a timely manner consistent with the scope of project and shall be prosecuted continuously until completed. At no time during construction shall any mud or debris be allowed to leave the lot under construction, and should any such material be allowed to run off into the street or adjacent property, such debris shall be immediately cleaned up to the satisfaction of the Committee by the property owner.
6. All mailboxes and/or newspaper holders shall be as approved by the Committee.
7. No carports shall be permitted in Shiloh View. At least a two-car garage shall be required with each home and shall be in conformity with the architectural design of the home. The garage must be of sufficient size to accommodate 2 full-size cars. The garage door generally shall not open to the street, but to the side or rear of the lot or as approved by the Committee.

8. Visible fencing must be approved as to type, height and location by the Committee. Under no circumstance shall any form of "chain link" fencing be permitted anywhere on any property in Shiloh View.
9. No above ground swimming pools of any type may be placed or used on any property in Shiloh View. Any pools constructed shall be permanent in-ground. Any required fencing shall be approved by the Committee.
10. No security lights (yard or area light kept lit from dusk till dawn) may be placed on any lot in Shiloh View.
11. Trees located in the parkway along the street in front of each lot must be maintained in a good and healthy condition at all times by the owner of the adjacent lot and should any such tree be damaged or removed for any reason, the owner shall immediately replace such tree with a suitable tree of similar type and size.
12. Each lot shall provide suitable receptacles for containment and collection of garbage and trash, which must be enclosed or screened or otherwise be unexposed to public view.
13. In general, any construction, structure, or fixture on the exterior of a building in Shiloh View and visible from the street or adjacent property is subject to the review and approval of the Committee and the standards for construction. This is intended to apply to such items as fuel tanks, storage facilities, satellite dishes, clotheslines and all other similar items.

V. ENFORCEMENT

1. Enforcement of these covenants shall be by proceedings either at law or in equity by any owner of a lot in the subdivision, against any person or persons violating or attempting to violate any covenant, condition or restriction herein. Legal proceedings may be either to restrain violation, or to recover damages, or both.
2. The failure of any of the parties hereto to enforce any covenant, condition or restriction herein contained shall in no event be deemed to waive or in any way prejudice the right to enforce that covenant or any other covenant thereafter or to collect damages for any subsequent breach of covenant. If any restriction is held in a court of law or equity to be unenforceable, it shall not affect the validity of the remaining restrictions.
3. In any conveyance of the property or any portion thereof, property shall be automatically subject to the covenants, conditions or restrictions herein set fourth or as hereafter amended, whether or not there is a reference to the same in the deed of conveyance, and without setting fourth the restrictions and covenants verbatim.

VI. AMENDMENT

1. The provisions herein may be amended or revoked, and additional provisions added, at any time by written instrument duly signed and acknowledged by the owners of record of not less than eight of the lots in Shiloh View.