

**RESOLUTION OF THE BOARD OF DIRECTORS OF FALLING WATERS HOA, INC.**

The undersigned constituting a quorum of the Members of the Falling Waters HOA, Inc. do hereby give their consent to the taking of the following actions:

1. The undersigned Members of the Falling Waters HOA, Inc. (hereafter, "HOA") do hereby adopt the following resolutions:

RESOLVED, that the Board hereby agrees to delegate and binds itself to confer its decision-making authority to FWA Development, LLC (hereafter, "FWA") concerning the following matters for a period of twenty-four (24) months and (should David Woodward, R. Brian Woodward and/or David Austgen cease to be majority owners of FWA during this time period, this resolution shall automatically cease):

a. Any and all approvals concerning the posting of or type of any sign, erected or otherwise presented, by any builder solely for the purpose of advertising open houses, sales, or availability of any home or lot for purchase within the development except that any sign shall not exceed 16 square feet and is professionally presented. Developer shall be entitled to retain the sign currently located on RP Lot 66 or a replacement sign so long as it is similar in size and professionally presented. High fabric signs (poles with fabric/related design) shall be prohibited. One yard light shall be allowed on each side of a sign, hours of illumination for said sign to be prohibited after 7:00 p.m.;

b. Any and all approvals concerning the use of awnings or like edifices on any sales office used by any builder to advertise products which they have available for sale within the development but any color shall coordinate with the brick or siding;

c. Any and all approvals concerning the use of, presentation of, make up of, any store front, used by a builder within the development. Any store front shall have a poured driveway and have the appearance of a garage door. Any store front shall only exist for a period of four (4) years, with a possible one (1) year extension approved by the Board which shall not be unreasonably withheld. If FWA grants approval prior to a storefront being constructed, a deposit of \$2,500.00 shall be placed with the Board to ensure replacement if ever required. Any store front may be manned between the hours of 9:00 a.m. and 5:00 p.m.;

d. Any and all approvals concerning compliance with the Covenants by a prospective builder prior to construction (as to the house construction plans alone) as provided in Exhibit "C" to the Declaration of Covenants, Conditions and Restrictions for Falling Waters Subdivision with the provision that the HOA shall appoint Architectural Control Committee (ACC) members who shall act as consultants. Further, all fully completed house designs shall be submitted to the HOA for final approval, as to Paragraphs A(2) and A(3) of Exhibit C, whose approval shall not be unreasonably withheld, delayed, or conditioned, and said response shall be issued within five (5) business days upon request or as otherwise required by the Declaration, or shall be deemed approved; and

e. FWA hereby agrees to indemnify and hold the HOA, its successors, and assigns harmless from and against any and all claims, liabilities, and obligations arising out of any action(s) made under this Resolution, as to any claim brought by a third party that this action (Resolution) or actions taken by FWA, pursuant to this Resolution, is a violation of public policy, law, statute, or as to any claim brought by a third party that any action undertaken by the FWA is contrary to the HOA Declarations (including Bylaws and Exhibit C). This indemnification shall include reimbursement of all legal fees, expert witness costs, and any damages thereto.

f. The HOA will provide FWA prior written notice (at least two business days, via agreed upon email portals) before issuing a letter, warning, notices and/or fine(s) sent to any builder.

g. FWA on its part and HOA on its part hereby waive any and all claims alleged or unspoken, against the other, its individual members or its constituents which may exist or be alleged to exist through the date of this Resolution only.

h. FWA hereby agrees they shall not seek a special election for, petition to, or allow themselves or FWA designees to be placed, assigned, or appointed onto the HOA Board until the next annual election in March of 2022 or breach of this Resolution by the HOA Board as determined by a court of law..

The above approvals set forth in (b) and (c) above shall only apply in relation to a builder who owns not less than five (5) lots within the development in a calendar year. Any builder may also request in writing that they NOT be subject to the FWA oversight as outlined above, but may instead be subject to the oversight of the HOA in the above stated matters. Any other approvals concerning the same shall be within the exclusive jurisdiction of the HOA to the extent that any builder owns less than five (5) lots.

This Resolution will remain in effect for a period of twenty-four (24) months and can only be rescinded in the event of breach by FWA, after notice by mail and e-mail to the three (3) principals of FWA, and only after FWA is given fourteen (14) days from receipt of notice to cure the alleged breach or such reasonable time if the breach cannot be cured within fourteen (14) days.

Dated: November 12, 2021

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Sherri Cullom

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Craig Paden

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Mark Langbehn

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Deb Mann

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John Konrady