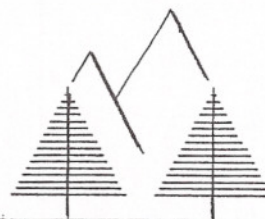


inside

a periodic update for homeowners



Sequoyah
Woods

SEQUOYAH WOODS HOMEOWNERS ASSOCIATION

GOVERNING DOCUMENTS

(As of 24 July 2010)

- | | |
|---|-----------|
| 1. Sequoyah Woods Regulations and Policy Regulations | (3 pages) |
| 2. Construction and Lot Improvement Regulations | (4 pages) |
| 3. Articles of Amendment and Articles of Incorporation | (5 pages) |
| 4. Amendment to, and Declaration of Restrictive Covenants | (8 pages) |
| 5. Bylaws | (4 pages) |
| 6. Subdivision map | (1 page) |

SWHA POLICY REGULATIONS

The following policy statements elaborate on three of our regulations, based on our property covenants. In recent months, issues have been raised in each of these areas; and this issuance is intended to make sure all have a clear understanding of these rules as we continue to do our best to enforce them for the benefit the community.

1. SWHA - Visitor/Guest Policy Regulation

The basic rule is that guests using the common areas are to be accompanied by the property owner. We all can recognize there are occasions and circumstances where this just doesn't work - but at least owners should be readily available to vouch for their visitors by phone and, should circumstances warrant, come and deal with any issue. Thus, provide your visitors with a number where you can be reached for verification in the event they are challenged by another owner. If you are not going to be readily available for verification, then make their presence known in advance by following the procedure for non-paying guests under rental policy.

Note that no member has the authority to give anyone other than their immediate family a blanket, open permission to use common areas. The covenants do give responsibility to the board to deny use of common areas as they deem warranted, even to owners if they have good reason.

Owners are asked to take initiative with people they don't know. "Challenging" need not, and should not, be antagonistic. Introducing yourself and asking someone their connection to the community will most likely result in you making the acquaintance of another owner or a member of their family. Even if you are told something you don't quite believe, anyone who knows they are not authorized to be here, after being challenged will most likely make a graceful exit and probably not return. If it is clear that visitors are not in compliance with this regulation, they should be asked to leave; and in extreme cases - such as a person giving false information, refusing to leave or returning without permission, and/or being rude or destructive - they should be reported to the Sheriff's office as trespassers. If you are not willing to take appropriate action yourself, please pass the details to a board member as soon as you reasonably can.

2. SWHA - Pet Policy Regulation

Per our covenants, residents are permitted "...the keeping of dogs, cats or other ordinary pets for household enjoyment...No poultry or farm animals may be raised or kept in the Subdivision...No dogs shall be allowed to run loose, except when accompanied by a person capable of keeping such dog under surveillance and control." In practical terms, that means that if your dog is not on a leash, and it begins to rush up to people you meet, it will stop and come back to you if called; no matter what the temptation. That's a pretty high standard to expect from any dog, but residents walking their dogs should not be in fear of meeting other residents whose dog, or dogs, are not leashed and rush them. Three or more dogs is a pack, and it is easy to show fear when rushed by a "pack" even if you know the dogs.

For residents who have had, or worry about having, such an encounter; you must realize that there is no leash law in this county. So no matter how well our residents comply with our rules, you may meet unrestrained dogs - or coyotes, or bobcats, or catamounts, or bears - when taking a walk. One resident found it effective to carry pepper spray, and use it when they felt threatened; there is a variety marketed for deterring animals. After the first time they used it, all they had to do was pull out the can, and the pesky dog high-tailed it home!

For pet owners who do not restrain their animals, don't be surprised if you have to deal with the effects of this spray - "30 to 45 minutes of respiratory distress." If you are not there to see it, you will want to mention the possibility to your vet when trying to determine why your dog came home suffering these effects. None of us want to be on either side of such a dilemma, so we hope it will be precluded by compliance with our covenants - they exist to help everyone feel safe and secure in their home. Ultimately, if it becomes necessary, the Board is required to enforce the provision of the covenants that any dog that is allowed to run loose or otherwise "...constitute a nuisance shall be immediately removed by its Owner from the Subdivision."

3. SWHA - Property Renting Policy Regulation

There is no restriction on renting dwellings for *residential* purposes, but the Association is to be notified of the names of the tenants and period of tenancy. Rental for recreational purposes is not permitted.

The covenants clearly state that this is a *residential* community, so allowable paying tenants must be making this their home, for "...private, non-commercial, residential purposes only." Otherwise, people paying to stay in the community are a commercial enterprise prohibited by the covenants - this includes overnight or short-term vacation rentals. The distinction for determining "residency" goes beyond just the length of stay. It would include consideration of a preponderance of such factors as mail delivery, tax reporting, voting registration, auto registration and drivers license; but each determination should depend on the individual circumstances. Of course, owners are free to let their property be used by non-paying family and friends as they desire.

In either case, *residential* tenants or non-paying "guests" need to be made known to the Association if they are going to be using the roads and amenities without being accompanied by the property owner. Owners should inform the Board in advance and include the names and expected duration of their presence in the Woods. This can be done either by e-mail or telephone to a Board member - be sure to get an acknowledgement. The Board member receiving this information is expected to ensure it is passed to all Board members in writing (e-mail). Board members will then be in a position to verify the status of these people if they are challenged when using the roads or common areas.

SEQUOYAH WOODS REGULATIONS

The following information is provided by the Sequoyah Woods Homeowners Association. More comprehensive rules and regulations are formally explained in the property covenants. The community is for private, non-commercial, residential purposes only; and the intention of the rules and regulations is to keep the Woods a safe and pleasant place in which to live.

1. All property owners automatically become members of the SWHA. There is an annual meeting of the membership - in July; and more frequent meetings of the board of directors, as needed. All members are urged to participate.
2. PLEASE DRIVE CAREFULLY. The maximum speed limit throughout the Woods is 20 miles per hour. Some roads are narrower than others, and all roads carry two-way traffic. Limited visibility dictates even slower speeds in some places and under certain conditions.
3. Please dispose of all garbage and trash at county dump sites - there is one less than two miles away - as required by law. Do not burn or bury garbage or trash anywhere in the Woods. If you want trash pick-up from your house, commercial haulers listed under "Garbage Collection" in the Yellow Pages can be hired for regular service.
4. Any property owner or renter may use the lake and its shoreline to enjoy swimming, boating, fishing, picnicking and hiking. Guests must be accompanied by the property owner or renter. All such activities are enjoyed at the user's risk; neither the Developer nor the Association assumes any liability for damage, loss or safety.
5. Because the lake is open for a variety of activities, no boats with motors - gasoline or electric - are permitted. Please do not use other's boats or canoes without permission of the owner.
6. Unlicensed vehicles, such as motorbikes, dune buggies, all terrain vehicles or snowmobiles are not allowed to be used in the Woods for recreational purposes. If such vehicles have effective mufflers, they may be used on the roads for transportation within the Woods.
7. For reasons of safety and to preserve the wildlife, no hunting or trapping is allowed in the Woods.
8. Yard, patio, security and driveway lights can be helpful. However, extremely bright lights, large illuminated areas, and/or lights that are on all night may be objectionable to others. If you plan to use lights in these ways, please seek the approval of the Architectural Control Committee.
9. Pets must be kept under control at all times. No animals other than normal house pets are permitted. Specifically, no livestock or fowl are permitted in the Woods.
10. Recreational vehicles, tents, trailers or mobile homes cannot be used as a residence in the Woods, nor placed or parked within view for an extended period.
11. Unattached utility buildings or garages must have the approval of the Architectural Control Committee prior to construction. All buildings on a lot must be of substantially the same quality and finish.

SEQUOYAH WOODS HOMEOWNERS ASSOCIATION
Architectural Control Committee

Construction and Lot Improvement Regulations

1. Three copies of plans which show dimensions, site locations and exterior design elevations, including exterior material specifications of the proposed dwelling or ancillary structures, are to be submitted to the COMMITTEE for approval at least 31 days in advance of any scheduled building site grading.

Note: Failure of the COMMITTEE to respond within 30 days from the date said plans and specifications are submitted shall constitute full approval of the plans and specifications as submitted but no further.

2. No construction activity directly related to a building (basement excavation, footings, etc.) shall commence until the Owner has written approval from the COMMITTEE or non response approval, as set out above.

3. County Health Department rules regarding on-site toilet facilities shall be observed by the prime contractor or Owner builder.

4. Accountable supervision shall be on the job site at all times during site prep, machinery land clearing, and the removal of site-clearing debris from the Sequoyah Woods Subdivision property.

5. Tree and brush removal within a 40-foot buffer distance, in any direction, from any dwelling or permitted ancillary building, shall be permitted at Owner's sole discretion on the Owner's own property. However, live trees exceeding 6 inches DBH outside of the 40-foot buffer or outside of a 20-foot distance from the centerline on either side of a private driveway shall require COMMITTEE approval prior to removal which shall not be unreasonably withheld.

6. Brush, trees, and stumps to be removed shall be disposed of in such a manner other property owners will not suffer visual impairment or physical damage to their property. Stumps and other natural waste that cannot be discreetly contained and buried on the Owner's property shall be hauled completely away from Sequoyah Woods Subdivision.

7. Outside fires of any kind, for any purpose, shall not be permitted during construction.

8. Bare stripping of surface cover to provide for custom landscaping outside of the 40-foot buffer area referred to in paragraph #5 must have COMMITTEE approval and detailed plans for erosion control.

9. When a culvert has to be installed under a new driveway where a roadside drainage ditch exists, it must be 14 inches diameter, minimum.
10. Power lines, telephone lines, from the street to the house must be underground
11. Color of roof, siding, windows, garage doors, should be in keeping with the woods environment of the development.
12. Each Owner is assessed a special CONSTRUCTION road maintenance fee of \$600 concurrent with COMMITTEE plan approval. This is intended to help amortize the cost of excessive wear and tear on the road system resulting from heavy construction hauling. The cost of repairing any specific negligent or wanton road damage caused by the Owner, the Prime Contractor, or any Subcontractor will be assessed as to actual cost of repair to the Owner by the Sequoyah Woods Homeowners Association.
13. During all stages of construction, unreasonable interference with residential traffic on the Sequoyah Woods roads as a result of construction activity shall receive immediate remedial action from the Owner or Prime Contractor. All drivers serving the construction must be firmly instructed against driving in excess of the 20 MPH speed limit or too fast for conditions. Please instruct heavy delivery trucks or tractor-trailer drivers with heavy, wide, or long loads to reduce their speed in curves to 10 MPH, loaded or unloaded.
14. The Owner or Owner's Agent and Prime Contractor are responsible for controlling food and drink trash on or around the construction site. A dumpster will be on site at all times during construction.
15. NO waste concrete or mixer washout residue is to be dumped anywhere in Sequoyah Woods, EXCEPT on the Owner's own property: and if dumped off the Owner's property, anywhere in Sequoyah Woods, the cost of clean-up shall be charged to the Owner.

The Board of Directors
Sequoyah Woods Homeowners Association
And
Sequoyah Woods at Cedar Mountain, LLC, Developers

SPECIAL NOTES FOR MODULAR CONSTRUCTION IN SEQUOYAH WOODS DEVELOPMENT

1. Due to narrow roads, narrow shoulders, and trees, NO carriers are to be over 48 feet in length.
2. Seay's Services, modular home moving, is the only authorized operator for moving modular boxes into Sequoyah Woods. The address for Seay's Services is P O. Box 1133, Candler, NC 28715, phone 828-273-3557 and 828-665-6750.
3. No parking of units on Development property. Units are to be towed in the day they are hung.
4. Dolly wheels are to be put on along Sequoyah Woods Drive, not at the entrance to the Development.

(NOTE: Seay's business cards are available in the Sales Office.)

We accept and agree to comply with the foregoing and hereby acknowledge receipt of three copies of this document.

OWNER: _____ Date: _____

_____ Date: _____

PRIME CONTRACTOR:

Company

Date: _____

By

ARTICLES OF AMENDMENT

SEQUOYAH WOODS HOMEOWNERS ASSOCIATION

The undersigned corporation, for the purposes of amending its Articles of Incorporation and pursuant to the provisions of Section 55A-10-03 of the General Statutes of North Carolina, hereby submits the following Articles of Amendment:

1. Name of the corporation: SEQUOYAH WOODS HOMEOWNERS ASSOCIATION.
2. The text of each amendment adopted is as follows:
 1. Article VI of the Articles of Incorporation is hereby deleted in its entirety.
 2. Article VII of the Articles of Incorporation is hereby deleted in its entirety and replaced as follows:

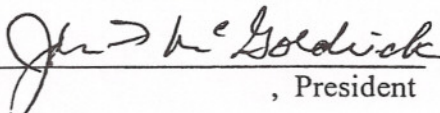
The affairs of this Association shall be managed by a board of directors, who shall be elected as provided in the Bylaws of the Association and the Declaration to which they are appended.

3. Article IX of the Articles of Incorporation is hereby eliminated in its entirety and replaced as follows:

Amendments to these Articles of Incorporation shall require the vote of eighty per cent (80%) of the membership.

4. The date of adoption of each amendments was the 11 day of Mar, 1999.
5. The amendments were approved by a sufficient vote of the board of directors and recommended to the members for approval.
6. The amendments were approved by the members as required by Chapter 55A.
7. These Articles of Amendment will be effective upon filing.

This 11 day of March, 1999.


_____, President

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ARTICLES OF AMENDMENT
OF

SEQUOYAH WOODS HOMEOWNERS ASSOCIATION

THAD EURE

IN compliance with the requirements of Chapter 55A of the General Statutes of the State of North Carolina, the undersigned, who are residents of Buncombe County, North Carolina, and of full age, have signed and acknowledged these Articles of Amendment to the Articles of Incorporation of Sequoyah Woods Homeowners Association; and

These Articles are amended as follows:

Article IX of the Articles of Incorporation are hereby amended as follows:

ARTICLE IX

AMENDMENTS

Amendments to these articles shall require two-thirds (2/3rds) of the aggregate Class A votes.

A new Article X is inserted to read as follows:

ARTICLE X

ELECTION

Not later than one year from date of the first sale of a lot within Sequoyah Woods which would obligate the purchaser of such lot to membership in this Association, an election of the Board of Directors shall be held and such Board shall be elected by the Class A members of the Association, as then constituted.

There are no members of the corporation and at a meeting on May 2, 1977, the foregoing amendments were adopted by a majority vote of the Directors of the corporation in office.

IN WITNESS WHEREOF, these Articles of Amendment have been executed by the Acting Secretary and Acting President of the Corporation, this the 2nd day of May, 1977.

ATTEST:

SEQUOYAH WOODS HOMEOWNERS
ASSOCIATION

BY:

Cassandra Plyler
ACTING SECRETARY

BY:

W. C. Frue, Jr.
ACTING PRESIDENT

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

After first being duly sworn, before me personally came W. C. Frue, Jr. and Cassandra Plyler, who acknowledged the due execution of the foregoing Articles of Amendment and who acknowledged that they are Acting President and Acting Secretary respectively of Sequoyah Woods Homeowners Association and declared that the statements contained in the foregoing Articles of Amendment are true and that they were duly authorized to execute these Articles of Amendment.

WITNESS my hand and Notarial Seal, this 2nd day of May, 1977.

My Commission Expires:
10/28/79

Thad Eure
NOTARY PUBLIC
Filed for registration on the 6 day of May
1977 at 11:00 o'clock A.M. and registered and
verified on the 6 day of May 1977 in
Book No. 5 of page 347

Thad Eure
Register of Deeds, Transylvania County

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FILED 326 221459

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TAD EURE
SEC. TARY OF STATE
NO. TH CARD

ARTICLES OF INCORPORATION
OF
SEQUOYAH WOODS HOMEOWNERS ASSOCIATION

In compliance with the requirements of Chapter 55A of the General Statutes of the State of North Carolina, the undersigned, who is a resident of Buncombe County, North Carolina, and is of full age, has signed and acknowledged these Articles of Incorporation for the purpose of forming a non-profit corporation and does hereby certify:

ARTICLE I ✓

NAME

The name of the corporation is SEQUOYAH WOODS HOMEOWNERS ASSOCIATION, hereinafter called the "Association".

ARTICLE II ✓

DURATION

The Association shall exist perpetually.

ARTICLE III

REGISTERED OFFICE AND AGENT

The principal and initial registered office of the Association is located at Route 1, Box 304A, Brevard, Transylvania County, North Carolina, 28712, and James S. Lewis, III, is the initial registered agent of the Association at that address.

ARTICLE IV

PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for beautification, maintenance, preservation, and architectural control of the units, lots, and common areas within Sequoyah Woods and to promote the health, safety, and welfare of the residents within the above described property and any additions thereto as may be brought within the jurisdiction of this Association for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Register of Deeds for Transylvania County, North Carolina, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect, and enforce payment by any lawful means all charges or assessments; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and common areas;

(g) have and exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Act of the State of North Carolina (Chapter 55A, North Carolina General Statutes) by law may now or hereafter exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE VI

The Association shall have two classes of voting membership:

Deleted

Class A. The Class A members shall be all lot owners and shall be entitled to one vote for each improved lot owned. Owners of unimproved lots shall be entitled to a fractional vote equal to the percentage of the street assessment paid by owners of unimproved lots as same relates to the road assessment paid by owners of improved lots as said assessment is set from time to time by the board of directors of this Association. The definition of an improved lot is one upon which a residence is situate and an unimproved lot is one upon which no residence is situate.

Class B. The Class B member shall be the Developer, its successors and assigns, who shall have one vote. The Class B membership shall cease upon written notice to the Association.

When more than one person holds an interest or interests in any lot, the vote for such lot shall be exercised as they among themselves determine.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of three (3) directors, two of whom shall be Class A members of the Association, and the third shall be a representative of the Class B member so long as there is a Class B membership. The term of office and method of selection shall be as provided in the Declaration and By-Laws of the Association. The number of Directors may be changed by amendment of the Declaration and the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

NAME	ADDRESS
Donald R. Brooks	Route 1, Box 172, Brevard, N. C., 28712
Davis Shiflet	Route 1, Box 174-A, Brevard, N. C., 28712
J. S. Lewis, III	Route 1, Box 169, Brevard, N. C., 28712

ARTICLE VIII

INCORPORATOR

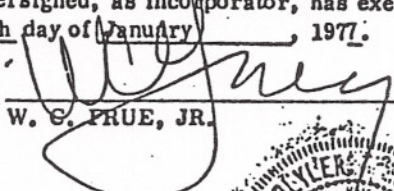
The name and address of the incorporator is W. C. Frue, Jr., 223 Haywood Building, Asheville, North Carolina, 28801.

ARTICLE IX

AMENDMENTS

Amendments to these articles shall require the assent of the Class B member and two-thirds (2/3) of the aggregate Class A votes.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of North Carolina, the undersigned, as incorporator, has executed these Articles of Incorporation, this the 25th day of January, 1977.


W. S. PRUE, JR.

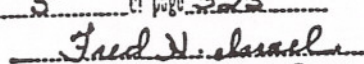
NORTH CAROLINA
BUNCOMBE COUNTY

After first being duly sworn, before me personally came W. S. Prue, Jr. who acknowledged the due execution of the foregoing Articles of Incorporation, and verified that the contents of same were true of his own knowledge.

My Commission Expires:
August 30, 1980


Cassandra Plym-Frye
NOTARY PUBLIC

Filed for registration on the 31 day of March
1977 at 1:00 o'clock P.M. and registered and
verified on the 31 day of March 1977 in
Book No. 5 of page 325


Fred H. Shasch
Register of Deeds, Transylvania County

By: Frances S. Patterson,
Deputy