

DECLARATION OF
RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants is made as of this 2nd day of November, 1998 (the "Date") by and between Bruce B. Cameron, Trustee, Hollis R. Large and wife, Nancy F. Large, Thomas L. Thrash and wife, Lora R. Thrash and Thomas E. Orr and wife, Donna T. Orr (all the foregoing, hereinafter the "Developer"), and Sequoyah Woods Homeowners Association, a North Carolina corporation (the "Association"), the Developer and the Association, collectively the "Declarant", and all present and future owners of property in the Sequoyah Woods Subdivision, as the same is hereinafter defined.

WHEREAS, Lewis Building Corporation placed on record certain documents (collectively, the "Documents") in Transylvania County Deed Book 188 at page 684, Deed Book 223 at page 682 and in Deed Book 223 at page 687; and

WHEREAS, the Developer and the Association do not agree as to the efficacy of the restrictive covenants set forth in the Documents, the Association Bylaws in connection therewith or the manner of assessment; and

WHEREAS, a plat of substantially all of the presently platted Sequoyah Woods lots is recorded in Transylvania County Plat File 4 at Slide 156 (the "Plat"), but some of the road names shown thereon have been modified by a composite map dated December 15, 1998, entitled "Sequoyah Woods Homeowners Association Common Areas", which map shows the road name changes mandated by the "911 System" and the "Common Areas" (said map, the "Composite Map"); and

WHEREAS, Declarant is the owner of or represents the owners of all of the Lots shown on the Plat, any Lots for which a separate plat has been filed of record referring to Sequoyah Woods, and property adjoining said Lots which may hereafter become a part of Sequoyah Woods; and

WHEREAS, the parties desire to define Sequoyah Woods, to provide restrictive covenants to establish a general scheme of development to be binding upon the property now constituting Sequoyah Woods and that which is hereafter declared to be part thereof, and to agree upon the Association's Bylaws.

NOW, THEREFORE, in consideration of the foregoing, it is agreed as follows:

1. Sequoyah Woods (the "Subdivision") is defined to be those Lots set forth on Exhibit A, which is attached hereto and incorporated herein by reference, plus any contiguous property currently owned by the Developer and/or Affiliates which Developer may hereafter declare, by a document filed in the Transylvania County Registry, to be a part of the Subdivision. Each parcel of land shown as a separate numbered parcel on the Plat, or described on Exhibit A or hereafter declared by Developer to be a lot in the Subdivision is a "Lot". Developer and all present and future Lot owners are the "Owners". While Developer owns property adjoining the Subdivision, such property is not part of the Subdivision until declared to be so by Developer (or its successors or assigns), and the provisions hereof shall not affect such property until it becomes a part of the Subdivision. Once the Developer owns less than half of the Lots, the Developer shall convey to the Association, and the Association shall accept, on behalf of the Owners, the Common Areas in the vicinity of the Lots, including the lake, the dam, the waterfall, the picnic areas near the dam and waterfall, and the buffer strips and the entrance area as collectively depicted on the Composite Map.

2. Lots on which residence construction is commenced or which have been improved by the placement of a residence thereon, are hereinafter "Improved Lots". Lots which are platted and have roadway access constructed thereto but which are not otherwise improved are the "Unimproved Lots". Lots which do not have roadway access constructed thereto, are hereinafter "Undeveloped Lots". The owners of the Improved Lots are "Improved Lot Owners", the Owners of the Unimproved Lots are the "Unimproved Lot Owners" and the owners of the Undeveloped Lots are "Undeveloped Lot Owners".

3. Those Bylaws of Sequoyah Woods Homeowners Association (the "Bylaws") which are attached hereto, are incorporated herein by reference, and the same maybe amended hereafter in accordance with the terms herein and thereof, and shall constitute the Bylaws of the Association.

4. While specific provisions regarding the election of Association Directors and Officers are provided in the Bylaws, and the Bylaws provide for the amendment thereof, the following election provision may not be amended or altered in any manner without the consent of the holders of at least eighty percent (80%) of all Lot Owners. The ownership of any Improved or Unimproved Lot shall carry with it one vote in the election of Directors. The Association shall have five Directors. The three Regular Directors shall be elected as the result of a majority vote cast by the Owners of all Lots with Votes, while the Owners of the Improved Lots shall elect the two Improved Lot Directors from a pool of candidates other than those running for the three Regular Directorships. While the Bylaws are intended to be read in conjunction with this Declaration, in the event of any conflict between the provisions in the Bylaws and the provisions contained herein, then the provisions contained herein, shall control.

5. All covenants, restrictive agreements, Restrictions, Declarations, Restrictive Covenants and Bylaws, whether contained in the Documents or elsewhere, seeking to impose restrictive covenants or to govern the use, ownership or governance of any part of the Subdivision, whether heretofore recorded, unrecorded, adopted by the Developer, the Developer's predecessor, the Association or the Owners of any of the Subdivision property, are acknowledged to be ineffective and shall be of no further force or effect. The foregoing has no effect on any existing title insurance policies.

6. The Subdivision shall be used for private, non-commercial, residential purposes only. Except as may otherwise be set forth herein, only one residence may be constructed on any Lot. However, a private office may be maintained within a single-family dwelling constructed on a Lot, provided no advertising signs are located on the exterior of the dwelling, or on the surrounding Lot, and provided no customers, patrons, or vendors visit the dwelling for business purposes on a regular basis. No building shall be placed on a Lot, other than one detached, single family dwelling, not to exceed two and one-half stories in height, a private garage for not more than three cars, and such other outbuildings that the Committee (defined below) approves. Notwithstanding the foregoing, if a Lot has an area exceeding one acre, then a cottage for guests may also be constructed thereon, so long as the guests are non-paying (i.e. no bed and breakfasts, inns, lodging houses or other facilities for paying guests). All buildings placed on a Lot must be of substantially the same quality of fit and finish. No structure or improvement of any kind, including but not limited to, houses, cottages, sheds, garages, fences or lights may be placed on any lot without the prior approval thereof of the architectural control committee (the "Committee"), as the same is established in accordance with the Bylaws. Any Owner wishing to improve a Lot must submit the plans, specifications, site layout, landscaping plan and any other information required by the Committee (collectively, the "Plans") to it for approval, in the form required by the Committee, some of which may be retained by the Committee. If the Committee disapproves the Plans, it shall provide a written notice thereof to the Owner within thirty days of submission to the Committee of the Plans, and the proposed project may not proceed. Plan response from by the Committee shall be in writing, shall be provided by it within thirty days of full submission of the Plans to it, and if no response is provided by the Committee within thirty days of the Committee having received the Plans, then the same shall be deemed approved. Reasons for disapproval by the Committee shall be specific and modifications necessary for approval of the plans shall be documented in the letter of disapproval. No guest cottage, garage, carport, or other building shall be constructed on any Lot, except in conjunction therewith or after construction of the principal dwelling house on the same Lot is substantially completed. The exterior finish of each residence must be completed before occupancy. Improvements existing at the Date are conclusively deemed approved by the Committee.

7. The principal dwelling, exclusive of open porches, basements, garages and carports shall be no less than one thousand (1,000) square feet of heated living area on the main floor above grade. Grade shall be defined as the highest elevation that earth abuts the structure. No fuel tanks or similar storage receptacles may be exposed to view as the same shall only be installed within approved structures, screening or underground. If side, front or rear setbacks are established by the Association or Developer, then no construction shall be permitted in violation thereof but in no event shall any portion of a structure (including overhang, porch or steps) be built nearer than twenty (20) feet to any side Lot line. Improvements existing at the Date are conclusively deemed to be in compliance with the provisions of this Section.

8. No recreational vehicle, tent, trailer, mobile home, or any other temporary building of any kind may be used at any time as a residence within the Subdivision, either temporarily or permanently.

9. No animal of any kind shall be raised, bred or kept for commercial purposes; however, this does not preclude the keeping of dogs, cats or other ordinary pets for household enjoyment. No kennel or other facility for raising or boarding dogs, or other animals for commercial purposes, shall be kept. 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. Any pet of any kind which is determined by the Association to constitute a nuisance shall be immediately removed by its Owner from the Subdivision. No shooting, hunting, trapping or other molestation of wildlife shall occur within the Subdivision. Firearms, arrows and other weapons shall not be shot or discharged within the Subdivision.

10. No noxious or offensive activities shall be carried on or be allowed to exist in any part of the Subdivision. No part of the Subdivision shall be used or maintained as a dumping ground for rubbish. Each Owner shall provide closed, sanitary receptacles for garbage, located in an area which is not generally visible from the access roads. No open burning of any kind shall be permitted within the Subdivision unless authorized by the Association. All sewage disposal from Lots must be done in accordance with all applicable health regulations. Barbed wire, chicken wire or similar agricultural fencing is prohibited, except that which exists on the Date.

11. No signs, other those identifying Lot Owners and addresses with a maximum size of two (2) square feet may be placed on a Lot without approval of the Association. All signs existing at the Date are deemed in compliance with the foregoing.

12. Each Owner and the Owner's guests may use the Sequoyah Woods Lake (the "Lake") in accordance with rules and regulations adopted from time to time by the Association. The Association may limit the type of permitted Lake activities and the persons entitled to make use thereof. Anyone making use of the Lake shall use it at such person's risk, as neither Declarant nor any other Owner shall have any liability therefor. Developer may adjust the water level of the Lake and may perform any work it deems necessary in connection therewith, as long as Developer is the owner thereof. Developer may permanently or temporarily assign its rights hereunder to the Association. No boat or water craft of any kind or nature may be operated at any place on the Lake if it exceeds sixteen feet in length or if it is powered by gas, electric or other motor power of any kind (only manual power is allowed). No vehicle requiring its operator to have an operator's license under the laws of the State of North Carolina shall be operated upon the roads located in the Subdivision unless such person has a valid operator's license. Excessively noisy vehicles of any kind, such as unmuffled trail bikes, automobiles or motorcycles, shall not be used anywhere within the Subdivision. Minibikes, dune buggies, motorized bikes, all terrain vehicles, or similar recreational vehicles may be operated within the bounds of the Subdivision only while riding to and from another Lot, the Lake or mail box; thus no such vehicle shall be operated within the bounds of the Subdivision for merely recreational purposes.

13. All improvements shall be maintained in such a manner that they do not become (a) unsightly; (b) in disrepair; (c) unsanitary; or (d) a hazard. No noxious, obnoxious, noisy, unsightly, or otherwise offensive objects or activities, specifically including, but not limited to, vehicle repairs outside of an enclosed garage, barking dogs, or other noise-making animals or pets including the littering by same upon other Lots, shall be permitted, nor shall anything be permitted that may be an unreasonable annoyance or nuisance to other Owners. Further, no substance, thing, or material shall be kept upon or within the Subdivision that will emit foul or obnoxious odors or will cause any noise that will or might unreasonably disturb the reasonable peace, quiet and comfort of adjoining and surrounding property owners. Unless licensed and maintained in an operable condition, no vehicle, whether self-propelled or not, shall be permitted to remain on any Lot of the Subdivision unless it is enclosed within a building or garage. Any vehicle, whether self-propelled or not shall be parked upon each Lot in such a manner so as not to constitute a nuisance to other Lot owners; to wit: such as making repairs or leaving the same exposed for an indefinite period of time at a location other than next to the Lot Owner's residence.

14. The Developer and its successors in interest, reserve the right to enter the Subdivision for purposes of maintaining an easement or right-of-way, to abate a common nuisance or to enforce this document.

15. No Lot shall be subdivided; except that the owner of a Lot may combine a portion of another Lot with it, provided that the total number of Lots is not increased thereby, and the resulting parcel or parcels shall be considered as one Lot.

16. The provisions hereof shall run with the land and be binding upon all property which now or hereafter comprises the Subdivision for a period of twenty-five years from the date hereof, after which time the same shall be automatically extended for successive periods of ten years, unless an instrument signed by not less than eighty percent (80%) of the Lot Owners elect to modify, terminate, extend or otherwise alter the provisions hereof. These provisions shall be enforceable by any Owner, except as to those provisions which, in accordance with the Bylaws, may first be enforced by the Association. Enforcement may be by proceedings at law or in equity. In the event of any Owner's failure to pay an assessment when due, the same may be enforced by the Association in the same manner as other statutory liens are established and enforced. No lien on a Lot shall attach or arise, however, until the filing thereof in the form of a document in the office of the Clerk of the Superior Court of Transylvania County, claiming a lien on a Lot as a result of an Owner's failure to pay an assessment when due.

17. All roads in the Subdivision which provide access of a general nature (not driveways or joint driveways) shall be reasonably maintained by the Association. No residence construction on a Lot may commence until such time as a reasonable road fee (the "Road Fee"), as established from time to time by the Association, is paid to the Association by the Lot's Owner. The Association may require that the Road Fee be paid at the same time as the project plans are submitted. The Road Fee shall be considered earned by the Association upon its payment, to assist in defraying the reasonably anticipated additional costs of road maintenance resulting from construction on a Lot. If in the course of an Owner's construction, damage to the roads occurs as a result of such Owner's construction in excess of that which is reasonably anticipated, the Association may assess such Owner the additional cost thereof, and the affected Owner shall promptly pay the same, as a special assessment. Once construction of any sort, including grading, commences on a Lot, it shall be an Improved Lot. Other than the Road Fee and any additional assessment arising as a result of unanticipated road damage costs, all Owners shall be assessed a like amount for each Lot, except owners of Undeveloped Lots shall not be assessed any amount until such time as a road is constructed to provide reasonable access to such Undeveloped Lot and it, thus ceases being an Undeveloped Lot. Notwithstanding the foregoing, in the event more than one Lot is owned in common ownership and has been combined in such a manner whereby the Association's Board determines it to be equitable for the Owner(s) of such combined Lots to pay a lesser number of Assessments than would otherwise be due by virtue of the number of Lots owned, then the number of

such Assessments charged may be so reduced. Amendment of the provisions of this section shall require the affirmative vote of the Owners of eighty percent (80%) of the Lots.

18. The provisions hereof shall inure to the benefit of and bind the parties hereto and their respective heirs, successors and assigns. Except as otherwise provided herein, amendment hereto shall be in the same manner as the Bylaws. All defined terms, whether contained in this Declaration or in the Bylaws, shall have the same meaning in both said documents.

IN WITNESS WHEREOF the parties hereto have caused the due execution of the foregoing as of the day and year above written.

Hollis R. Large (SEAL)
Hollis R. Large

Thomas L. Thrash (SEAL)
Thomas L. Thrash

Thomas E. Orr (SEAL)
Thomas E. Orr

Attest:

Arthur R. Thompson
Secretary

Bruce B. Cameron (SEAL)
Bruce B. Cameron, Trustee

Nancy F. Large (SEAL)
Nancy F. Large

Lora R. Thrash (SEAL)
Lora R. Thrash

Donna T. Orr (SEAL)
Donna T. Orr

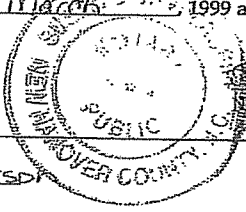
Sequoyah Woods Homeowners Association

By: John F. McArthur
President

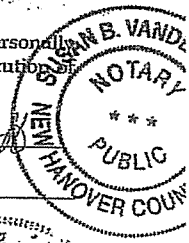
State of North Carolina - County of New Hanover

I, a Notary Public of said County and State, certify that Bruce B. Cameron, Trustee personally appeared before me this 24th day of March, 1999 and acknowledged the due execution of the foregoing instrument.

My Commission Expires: 6/2/02



Susan B. Vandergift
Notary Public

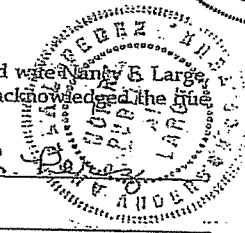


Tennessee (CP)
State of Alabama County of Anderson

I, a Notary Public of said County and State, certify that Hollis R. Large and wife Nancy F. Large personally appeared before me this 19th day of March, 1999 and acknowledged the due execution of the foregoing instrument.

My Commission Expires: 5-21-2002

Angela D. Perez
Notary Public

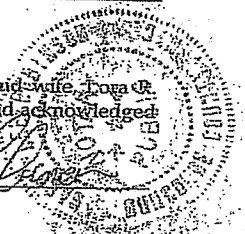


State of North Carolina - County of Buncombe

I, a Notary Public of said County and State, certify that Thomas L. Thrash and wife Lora R. Thrash, personally appeared before me this 17th day of March, 1999 and acknowledged the due execution of the foregoing instrument.

My Commission Expires: 10-1-99

Gary Lee
Notary Public

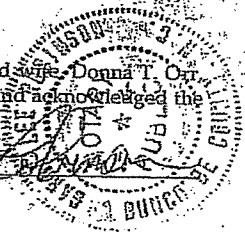


State of North Carolina - County of Buncombe

I, a Notary Public of said County and State, certify that Thomas E. Orr and wife Donna T. Orr, Trustee personally appeared before me this 14th day of March, 1999 and acknowledged the due execution of the foregoing instrument.

My Commission Expires: 10-1-99

Gary Lee
Notary Public



State of North Carolina - County of Transylvania

I, a Notary Public of said State and County, certify that Arthur R. Thompson
 personally appeared before me this 11th day of March, 1999 and acknowledged that
 (s)he is ~~the~~ John F. McGoldrick Secretary of Sequoyah Woods Homeowners Association, a North Carolina corporation, and
 that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its
 name by its _____ President, sealed with its corporate seal and attested by him (her) as its
 Secretary.

My Commission Expires: 4-21-2002

Lynn Collins
 Notary Public

The foregoing Certificate(s) of Susan B Vandergriff, Angela L Perez,
Gary Lee Robinson, Lynn Collins is/are certified to be
 correct. This instrument and this certificate are duly registered at the date and time and in the Book and
 Page shown on the first page hereof.

Vickie L Edwards REGISTER OF DEEDS FOR TRANSYLVANIA COUNTY
 By Beth C Sales Deputy/Assistant- Register of Deeds

Filed for registration on the 22 day of April
 1999 at 3:50 o'clock P.M. and registered and
 verified on the 22 day of April 1999
 in Book No: 447 of page 256

Vickie L Edwards
 Register of Deeds, Transylvania County

By: Beth C Sales, Deputy

EXHIBIT A

<u>Block</u>	<u>Lots</u>
A	1,2,3,4,5,6,7,8,9
B	1 through 14
C	1 through 13 (See Consolidation Notes below)
D	1 through 22 (See Consolidation Notes below)
E	1 through 13
F	1 through 17
G	1 through 12 (See Consolidation Notes below)
H	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,20,21
J	1 through 37
K	1 through 23

Consolidation Notes:

1. Lot C-4 has been divided and absorbed into Lot C-3 and Lot C-5, both being IMPROVED.
2. Lots D-2, D-3 & D-4 were absorbed into Lot D-1 as one Lot - (UNIMPROVED), reference Plat File 1, Slide 112A, Transylvania County Registry.
3. Lot D-5 was absorbed into Lot C-13 as one Lot - (IMPROVED), reference Plat File 5, Slide 35A, Transylvania County Registry.
4. Lot D-6 was absorbed into Lot C-12 as one Lot - (UNIMPROVED), reference Plat file 1, Slide 58, Transylvania County Registry.
5. Lot D-7 was absorbed into Lot C-10 and Lot C-11, both being (IMPROVED) lots, reference Plat File 5, Slide 21 and Plat File 4, Slide 42, Transylvania County Registry.
6. Lot G-2 was absorbed into Lot G-1 by Board approval as one Lot (IMPROVED), reference deed Book 376 at page 622 Transylvania County Registry.

As of the Date, Lots J-17 through J-24 and Lots K-1 through K-23 are Undeveloped Lots owned by Developer, and have no votes.

THE MAIN Exhibit A lists a total of 180 Lots. Eight Lots are accounted for in the Consolidation Notes, leaving a total of 172.

Voting and Assessment Recap

IMPROVED LOTS-----	22
UNIMPROVED LOTS: OWNERS/MEMBERS--	20
DEVELOPER-----	99
UNDEVELOPED LOTS: DEVELOPER-----	31
Total	172
ASSESSED AND VOTING -----	140*
NON-ASSESSED, NON-VOTING -----	32*

* By Board approval, for the current owner only, Lot C-9 and Lot D-8 are assessed, and vote, as a single UNIMPROVED lot. Both are for sale; when either is sold, they will be assessed and vote individually. In the above recap, they are counted as two "Unimproved Lots, Owners/Members"; but one is counted in "Assessed and Voting", the other in "Non-assessed, Non-voting".

COPY FOR YOUR
INFORMATION

Filed for registration on the 19 day of Aug
2004 at 2:45 o'clock P.m. and registered and
verified on the 19 day of Aug 2004
in book no. 247 of page 721
Cindy M. Ownbey
Registrar of Deeds, Transylvania County

By: Beth C. Sales, Asst.

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AMENDMENT OF DECLARATION OF RESTRICTIVE COVENANTS

clients/Sequoyah Woods/Amend.Dec.Restrict.Cov.V1.2

Prepared by: Steven I. Goldstein
Mail to: W. C. Johnson

This Amendment of Restrictive Covenants (the "Amendment") is made as of this 16th day of August, 2004, by and among those parties who have signed below (the "Amending Owners"), as the Amending Owners are the owners of not less than eighty percent (80%) of the Lots of Sequoyah Woods Subdivision (the "Subdivision") and is To Whom It May Concern.

Whereas, a Declaration of Restrictive Covenants is recorded in Transylvania County Book 447 at page 256 (the "Original Covenants"); and

Whereas, the Amending Owners constitute at least eighty percent (80%) of the Lot Owners of the Subdivision, as is required by Section 16 of the Original Covenants, in order to alter the provisions thereof; and

Whereas, the Amending Owners have determined it would be beneficial to amend the Original Covenants in order to increase the minimum size of residences to be constructed thereon.

Now, therefore, in consideration of the foregoing and for other good and valuable considerations, it is agreed as follows:

1. Except as amended herein, the Original Covenants remain unchanged and in full force and effect. In the event of any conflict between the provisions contained in this Amendment and the provisions contained in the Original Covenants, then the provisions contained herein shall control. The Original Covenants, as modified hereby, shall constitute the Subdivision restrictive covenants. All terms which are capitalized, but not defined shall have the same meanings as ascribed to them in the Original Covenants.

2. The first sentence of Section 7 of the Original Covenants is deleted in its entirety and the following is substituted therefor, to wit:

"The principal dwelling on a Lot, exclusive of open porches, basements, garages and carports shall be no less than 1,600 square feet of heated living area on the main floor above grade, if a single story residence or a split level residence; and if a two store residence, then no less than 1,600 square feet of living area of heated living area above grade, exclusive of open porches, basements, garages and carports, with no less than 1,000 square feet of the heated living area being located on the main (first) floor above grade."

3. Notwithstanding the foregoing, in order to avoid any hardship to Lot Owners who have heretofore acquired Lots and have, in some instances, constructed residences thereon, and in other instances

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have not yet constructed residences thereon; any residence which is completed and located on a Lot as of the date hereof and is, except for it not having at least 1,600 square feet of heated living area, in compliance with the Original Covenants, is, and remains, in compliance with the Subdivision restrictive covenants, is thus grandfathered (with respect to residence size), and no person, firm or corporation may hereafter object to such residence due to its size. In addition, any present (as of the date hereof) Lot Owner who has not yet either commenced or completed a residence on a Lot shall have until no later than one (1) year from the date hereof to obtain a building permit to construct a residence thereon for a principal dwelling, exclusive of open porches, basements, garages and carports, of no less than 1,000 square feet of heated living area on the main floor above grade; and, so long as the building permit has been obtained no later than one (1) year from the date hereof, shall have two (2) years from the date hereof to complete the construction of such residence with no less than said 1,000 square feet. The completion of the residence shall not be deemed to occur until a Certificate of Compliance and Occupancy has been issued by the Building Inspector's office with jurisdiction over the Subdivision. If a present Lot Owner either fails to obtain a building permit for a (1,000+ square foot) smaller residence no later than one (1) year from the date hereof; or having obtained such a permit, fails to complete the smaller residence within two (2) years of the date hereof, then in either of such instances, the principal dwelling to be constructed on the Lot must comply with the Subdivision restrictive covenant minimum of 1,600 square feet as set forth in the preceding paragraph.

4. Notwithstanding the date that may be set forth at the top of this document, or the date or dates of any notarial acknowledgments hereto, the effective date hereof; and, thus, the date from which the aforementioned one (1) and two (2) year periods shall be calculated is the date of recording of this document in the Transylvania County Registry.

In witness whereof, the parties hereto have caused the due execution of the foregoing.

Martha M. Zilliox
Martha M. Zilliox
Bob Patterson
Bob Patterson
John W. Holm
John W. Holm
Clifford B. Hicks
Clifford B. Hicks
Phillis B. Marcum
Phillis B. Marcum
Robert W. McDermond
Robert W. McDermond
Robert J. Andrews
Robert J. Andrews
Nyle Cutler
Nyle Cutler
Inge Antloga
Inge Antloga
S. Willett
S. Willett

Janet Wickell
Janet Wickell
Rebecca Sewell
Rebecca Sewell
Margaret McGoldrick
Margaret McGoldrick
Marilyn Compton
Marilyn Compton
Robert L. Marcum
Robert L. Marcum
William C. Johnson
William C. Johnson
John N. Wimberly
John N. Wimberly
Thomas L. Thrash
Thomas L. Thrash

FIRST AMENDMENT TO DECLARATION

Sequoyah Woods/2010/AmdV1.2

Prepared by: Steven I. Goldstein
Box to: #35

This First Amendment to Declaration is made as of the ____ day of _____, 2010 by Sequoyah Woods Homeowners Association (the "Association") and is To Whom It May Concern.

Whereas, a Declaration of Restrictive Covenants dated November 2, 1998 is recorded in Transylvania County Book 447 at page 256 (the "Original Covenants"); and

Whereas, more than eighty percent (80%) of the Lot Owners, as required by the Original Covenants, have voted in favor of this Amendment, as evidenced by the signatures which were attached hereto, but were removed for ease in recording this document, but the evidence thereof is available at the Association's office; and

Whereas, this Amendment has been duly agreed upon, and is to be effective upon recording; and

Whereas, all necessary steps to effect the amendment of the Original Covenants have been taken.

Now, therefore, it is agreed as follows:

1. The provisions hereof shall inure to the benefit of and bind both the maker hereof as well as all Lot Owners. All terms which are capitalized herein, but are not otherwise defined, shall have the same meanings ascribed to them in the Original Covenants. In the event of any conflict between the provisions contained herein and those contained in the Original Covenants, then the provisions contained herein shall control. Except as modified herein, the Original Covenants remain in full force and effect. The Original Covenants, as modified hereby, constitute the "Covenants".

2. The following shall serve as a new Section 19 of Covenants, to wit:

"19. No Lot or portion thereof shall be used for any transient usage, nor shall the same be leased, rented or otherwise occupied, whether by or pursuant to a lease, rental agreement, occupancy arrangement, time share agreement or the like (collectively, the "Occupancy Agreement"), unless both of the following conditions are met, (a) the term of the Occupancy Agreement is for a period of no less than three (3) consecutive months, during which period the Lot is to be occupied on a regular basis by the non-Lot Owner, and (b) a copy of the document which represents the Occupancy Agreement is provided to the Association in writing no less than twenty-one (21) days in advance of the same going into effect. The foregoing item (b) must be complied with each time an Occupancy Agreement with a different

occupier is to go into effect. It is the express intent of the Association, as set forth in this document, that no Lot or portion thereof is ever occupied on a transient or time share basis and that both of the foregoing conditions always be met, in advance, in connection with any occupancy of a Lot by a non-Owner and/or any Occupancy Agreement."

In witness whereof, the foregoing represents an Amendment to the Original Covenants, which has been adopted in the manner required by the Original Covenants.

Sequoyah Woods Homeowner Association

By: _____
President

State of North Carolina - County of Buncombe

I, a Notary Public of said County and State, certify that _____, being personally known to me, came before me this _____ day of _____, 2010, and acknowledged that he/she is the President of Sequoyah Woods Homeowner Association, a North Carolina corporation, and that he/she, as President, being authorized to do so, executed the foregoing on behalf of the corporation, as its act and deed.

My Commission Expires: _____

Notary Public

Printed Name: _____