



Woodhaven POA, Inc.

P.O. Box 757, Flat Rock, NC 28731

<http://WoodhavenNC.homestead.com>

Welcome to Woodhaven

Your neighbors and the Woodhaven Property Owners Association welcome you to our subdivision. We hope that you will enjoy living in our community as much as we do. We have a wonderful neighborhood with really great people!

As a Woodhaven property owner, you are part of the Association and you are encouraged to take an active part in the POA, attend and vote at our business meetings and participate in our various social activities. The association publishes a community directory and our newsletter "WoodNotes". We typically have a dinner outing in the spring, a mid-summer event, and the fall picnic. The annual corporate meeting and election of officers is in May. Details are always published in the WoodNotes, sent by e-mail.

One of the things that keep Woodhaven a fine place to live is the Covenant we all accepted when we bought property here. We hope you received your official copy at the time of closing. The Covenant is a legally enforceable agreement designed to keep Woodhaven an attractive and desirable community for all of us living here. Accordingly, the Covenant lists what we should or shouldn't do to our properties. See next page for a quick overview.

The Woodhaven POA, Inc. is responsible to see that all property owners abide by the Covenant.

This booklet includes a copy of the Covenant with amendments, the Association bylaws, Association policies & procedures, and a history of Woodhaven. Should you have any questions concerning the Covenant, the bylaws, the policies, or the Woodhaven community, please feel free to contact any of the Association officers for more information. A list of the officers is included in the Woodhaven Directory and on our website.

Again welcome to Woodhaven and we look forward to your participation!

Sincerely,

Your Board of Directors,
Woodhaven POA, Inc.
April 2018

Just in case you haven't read the covenant, here are some Highlights.

Your house is for residential use only. No business or commercial activity is allowed.

Your house is the only building you may have on your lot other than a garage or an outbuilding related to your residential use. Prefab buildings like garden sheds are not allowed. There are certain restrictions as to the materials used in siding or roofing for any building, and plans need to be approved by the POA Architectural Review Committee (ARC).

A swimming pool can't be placed closer than 20 feet from the side line, and it must be fenced or enclosed for safety.

Any constructions plans must be approved by the ARC before work begins. This applies to structures, pools, driveways, tennis courts, and removal of major trees (6" dia.) and shrubs.

No one may reside in a trailer of any type, basement, tent, shack, or garage or outbuilding – even temporarily. If you have a camping trailer, boat or recreational vehicle, it must be kept in an enclosed garage or fenced utility yard and not visible from the street or the adjacent property. Mobile or manufactured homes are absolutely forbidden in the subdivision. However, your guest may park his trailer or RV on your property for up to eight days. You may not keep trucks or mobile equipment larger than one ton. All vehicles parked outside must be in drivable condition.

If you erect a clothesline, it must be at the side or rear of the house and not visible from the road or the ground floor of adjacent homes. Get approval first from the ARC.

No signs – except: a professional sign, up to one sq. ft., or a sale-rent sign no larger than four sq. ft.

No animals may be kept except for the usual household pets, provided they are not maintained for a commercial purpose.

Outdoor lighting is encouraged if its design and light level is not offensive to neighbors.

Any fence should be ornamental and not more than three feet high.

When you put up a fence or wall, hedge, or shrubs, you must not obstruct the sight lines at an intersection of roadways or driveways.

Trash containers should be kept out of sight from the road, except on the day of collection and should be removed after being emptied.

Remember, the above is a simplification of our Covenant. Check the actual document if a question arises or ask one of the officers of the Woodhaven POA.

WOODHAVEN COVENANTS

The **Covenants of Woodhaven Subdivision** consist of these documents, as filed in the Henderson County Register of Deeds:

The "Original Restrictive Covenants of Woodhaven Homes, Inc."
of Jan. 13, 1978, filed in deed book 560, pages 395 – 399,
and subsequently amended as follows:

Amended Covenants of May 17, 1978, filed in deed book 564, pages 193 – 197

Amended Covenants of Jan. 31, 1980, filed in deed book 603, pages 893 – 895

Amended Covenants of Jul. 3, 1984, filed in deed book 694, pages 736 – 739

Amended Covenants of Jul. 17, 1987, filed in deed book 708, pages 803 – 811

- Amended Covenants
of Dec. 20, 1996, filed in deed book 913, pages 216 – 224.
- The "Jones Amendment"
of Mar. 12, 2007, filed in deed book 1310, pages 150, 151.
- The "Assignment of Rights Reserved by Woodhaven Homes, Inc."
of Mar. 28, 2008, filed in deed book 1355, pages 112, 113.

The text of the documents "bulleted" above is provided in the following pages.

AMENDED RESTRICTIVE COVENANTS
of
WOODHAVEN HOMES, INC.
State of North Carolina, County of Henderson

THIS DECLARATION OF LIMITATIONS, RESTRICTIONS and USES made and entered into this 20th day of December, 1996 by WOODHAVEN HOMES, INC., a North Carolina corporation with its principal office located in the County of Henderson, State of North Carolina.

WHEREAS, the said Developer desires to subject all WOODHAVEN SUBDIVISION, property as shown on said plat recorded in Deed Book 564, at page 193, Henderson County Registry, to the following limitations, restrictions and uses, which shall run with the land and be binding not only upon the undersigned Developer but upon all its successors in title:

PURSUANT TO THE AUTHORITY GRANTED under those certain Restrictive Covenants pertinent to WOODHAVEN SUBDIVISION duly recorded in Deed Book 564, at page 193, in the office of the Register of Deeds for Henderson County, North Carolina, a majority of the lot owners of said Subdivision as will appear by reference to the public records of said County and State, do hereby modify and amend the Restrictive Covenants as follows:

- (1) All lots in the WOODHAVEN SUBDIVISION shall be used solely for residential purposes, and said lots shall not be used for any business or commercial activity. No commercial structure of any type shall be placed upon said property, except that the developer, Woodhaven Homes Inc., shall be allowed to maintain a general sales and business office on any lot within the subdivision during the period of development and so long as it owns lots or property within said subdivision.
- (2) No building shall be erected, altered, placed or permitted to remain on the property other than one detached one-family dwelling and necessary, garages and outbuildings incidental to the residential use of the main residential dwelling, all as approved by the Developer as hereafter set forth in Paragraph 7 hereof. No building shall have exposed cement or cinder block on the exterior and no building shall be built where the siding shall consist of asbestos shingles, nor shall there be any metal roofing on any structure except soldered copper or aluminum flashing. There shall be no prefabricated buildings placed upon the property except prefabricated components of buildings such as window units, door units, roof trusses, cabinet units, etc., which shall be permitted. However, a construction office for storage of material and equipment shall be allowed on the property while construction is in progress.
- (3) No residence shall be constructed on any lot of less than forty thousand (40,000) square feet of land; and no lot shall be divided without the express written permission from the Developer, its agent or successors.
- (4) The livable finished and heated floor area of one-story homes shall not be less than eighteen hundred (1800) square feet. Two-story and split level residences shall not be less than twenty-four hundred (2400) square feet. Unfinished basements, attic space, other storage space, garages, porches or any area not enclosed by the main structure shall not be considered floor space.
- (5) The building setback requirements of any dwelling house, swimming pool, or any other building or structure appurtenant thereto constructed after July 15, 1984, on any subdivision lot shall not be less than 75 feet from the center line of the street on which the residence constructed on said lot fronts. The side and rear yard setback lines shall be not less than 35 feet from the property line and not less than 60 feet from the center line of a side street if the subdivision lot is a corner lot.

a) Notwithstanding the above setback requirements, it is understood and agreed that as of July, 15, 1984, any dwelling house and appurtenant structures thereto fully constructed or any dwelling house and appurtenant structures thereto under construction (at any stage) that may not be completed as of July 15, 1984, located on the following enumerated subdivision lots shall be deemed by this Amendment to be in full compliance with these Restrictive Covenants and in particular with the setback requirements as set forth above whether in fact said structures comply with said setback requirements or not:

Subdivision Lots 2 - 7 inclusive:

Subdivision Lots 9 - 14 inclusive; and

Subdivision Lots 16, 35, 37, 42, 43, 44, 45, 47, 48, 49, 50, 52, 53, 55, 59, 62, 69, 70, 71, 72, 73, 75.

b) The developer, WOODHAVEN HOMES, INC., reserves the right to approve or vary setback lines for less than the distances set forth hereinabove, on a lot by lot basis, if required to provide for County approval of septic tank systems or for other sanitary or health reasons or for compliances with water well environmental restrictions, so long as said variances are not less than the County Zoning Ordinance unless the developer or the subdivision lot owner acquires further permission for a variance from said Zoning body or appropriate board of review.

c) It is further understood and agreed that Subdivision Lots 54 and 56 will be affected by water well environmental restrictions and that necessary approval or variances from the building setback requirements as set forth herein shall be required, and it is hereby agreed that any necessary approvals or variances from the building setback requirements as set forth hereinabove shall be handled in the discretion of the developer, WOODHAVEN HOMES, INC., under Sub paragraph (b) above without the necessity of further amendment of the Restrictive Covenants so long as same is in compliance with the County Zoning Ordinance or any variance obtained thereunder.

(6) No swimming pool may be erected closer than twenty (20) feet of any side lot line, (and any swimming pool placed upon any lot or lots in this Subdivision shall be properly fenced-in or enclosed in such a manner as not to cause a hazard to this Subdivision).

(7) a) All plans, including elevations and specifications and swimming pools, shall be submitted to WOODHAVEN HOMES, INC., its agent or its successors for approval before any grading or construction is commenced. This includes paving for driveways, parking, tennis courts or driveway changes or for any other purpose. Request for removal of trees over 6" in diameter, native ornamental shrubs such as rhododendrons, azaleas, etc., or any pruning of top limbs over 4" in diameter must be approved in advance.

b) Drainage: Any increase in flow or sediment to an adjacent lot due to grading, paving construction, etc., is the responsibility, both legally, and financially, of owner of the property causing the problems.

(8) No structure of a temporary character, trailer, mobile home, travel trailers, basement, tent, shack, garage or other outbuilding shall be used on any lot as a residence, either temporarily or permanently. Any camping travel trailers or portable camping equipment parked or stored on the property on any lot in the Subdivision must be kept within an enclosed garage or fenced utility yard and must not be left visible from the street or adjacent property. Mobile homes are absolutely forbidden to be placed, parked, or stored on any lot or lots in the Subdivision. This does not prohibit travel trailers, RV's, etc. from being parked for a period not to exceed eight (8) days, provided they belong to Woodhaven property owners' guests and utilize the Woodhaven homeowners' property, or other prior arrangements that have been made with another property owner. Furthermore, there shall be no trucks or mobile equipment larger than one (1) ton capacity kept on Subdivision lots, except for developers and/or builders, maintenance contractors and utility vehicles, etc. All motorized vehicles, including

cars, trucks, and motorcycles must include the properly maintained muffler to insure noise suppression. No vehicle shall be parked or stored outside unless it is in a drivable condition and regularly used.

- (9) All outside construction work, grading, and cleanup of unused material shall be completed within a period of one (1) year from the date of the commencement of construction.
- (10) All residences shall have enclosed garages for two or more standard-sized cars. All driveways within the Subdivision shall be paved.
- (11) All clothes lines shall be in an enclosed area to the side or rear of the dwelling and shall not be visible from the ground floor of adjacent dwellings or visible from any road, including Little River Road; and such clothes lines shall be approved by the developer, its agent or successors, prior to construction.
- (12) No signs of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than four (4) square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.
- (13) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
- (14) Satellite dish antennas, for the purpose of receiving signals from earth-orbiting satellites, may be erected outside on any property only if both of the following criteria are met: (1) the dish antenna shall not exceed twenty-four (24) inches nominal diameter, and (2) the dish antenna shall not be visible from any road, including Little River Road, or from the ground floor of any Woodhaven dwelling. Any other proposed dish antenna placements must be approved prior to installation by the Developer, its agents or successors.
- (15) Outdoor lighting for the safety, security and convenience of Woodhaven property owners is encouraged. Such lighting should be of a design consistent with the aesthetics of the neighborhood, and of a lighting level and distribution to provide the desired safety and security, but not offensive to adjacent property owners of the neighborhood.
- (16) Any fence erected within the front or side yard building setback line shall be of an ornamental nature and shall not be more than three (3) feet in height, excluding the fence posts.
- (17) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points twenty-five (25) feet from the intersection of the street lines; or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.
- (18) No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- (19) No unsanitary condition prejudicial to the public health shall be permitted. All sewage shall be disposed of by septic tanks approved by the State Board of Health, until such time as a public sewage system is put into effect and being properly used. No liquid wastes of any description shall be drained, dumped or disposed of in any way into open ditches or watercourses. Trash, garbage or other wastes shall be kept in sanitary containers until disposed of, and said

containers shall not be visible from any subdivision road, including Little River Road, except on the days said trash is collected for disposal by the sanitation service. The property shall not be used or maintained as dumping ground for rubbish.

- (20) No building of any kind or structure shall be moved from any other place onto any of the Subdivision lots or from one lot onto another within the Subdivision.
- (21) Easements five (5) feet wide are reserved along the side lot lines and ten (10) feet wide along the rear lot lines for the installation and maintenance of telephone lines, electric lines and maintenance of utilities and for drainage facilities. Provided, however, that where two or more adjoining lots are owned by the same person or persons, no such easements shall be reserved along the interior lot lines.
- (22) All areas indicated as streets on the said WOODHAVEN SUBDIVISION plat are hereby dedicated to public use and for such used forever.
- (23) These covenants, limitations, restrictions, reservations and uses are to run with the land, to take effect immediately upon recordation in the Henderson County Registry, and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time these said covenants, limitations, restrictions, reservations and uses shall be automatically extended for successive periods of ten (10) years each unless it is agreed by vote of the majority of the owners of the lots of said WOODHAVEN SUBDIVISION to change the same. Each lot owner may have as many votes as the number of lots owned by said lot owner.
- (24) If any lot owners, or their heirs and assigns, shall violate or attempt to violate any of the foregoing limitations, restrictions, reservations, covenants or uses to which the lots may be put, then it shall be lawful for any person or persons or any other parties owning any lot or lots in this Subdivision to prosecute proceedings at law or in equity against the person, persons or parties violating or attempting to violate any such limitations, restrictions reservations, covenants, or uses, or to recover damages or other dues for such violation. Failure to commence an action or proceeding, however, shall not be considered a waiver to prosecute such actions to such violation or any other violations that have or may occur.
- (25) Invalidation of any of these covenants, limitations, restrictions or uses by judgment or Court order shall not in any way affect any of the other provisions which shall remain in full force and effect.
- (26) It is understood and agreed, and subsequent grantees expressly agree by acceptance of a deed conveying any lot within this Subdivision, that any portion of the restrictive covenants may be released, changed, modified or amended by majority vote of the then property owners of this Subdivision. Each lot owner, including the Developer, WOODHAVEN HOMES, INC., shall have one vote for each and every lot then owned by that lot owner within this Subdivision. The written and recorded modifications of these restrictions, signed by owners of a majority of the lots in this Subdivision, shall be sufficient to constitute an amendment of these restrictions without notification to any person or persons.

The Developer does hereby declare that the advantages accruing to its property from the covenants and restrictions hereinabove set forth constitute good and valuable considerations for the execution of this instrument.

("Jones Amendment")

FILED IN HENDERSON COUNTY REGISTER
OF DEEDS OFFICE.
NEDRA W. MOLES, REGISTER
DATE: 3-12-2007 TIME 12:11 PM

STATE OF NORTH CAROLINA

BOOK: 1310 PAGE: 150

COUNTY OF HENDERSON

AMENDMENT TO RESTRICTIVE COVENANTS

THIS AMENDMENT TO RESTRICTIVE COVENANTS, made and entered into as of the day of __, 2006, by and among the undersigned owners of lots within Woodhaven Subdivision, Parties of the First Part, and Michael D. Jones and Wife, Tracy B. Jones, Parties of the Second Part;

WITNESSETH:

WHEREAS, the Parties of the First Part and the Parties of the Second Part of owners of lots within Woodhaven Subdivision as shown on a plat recorded in the Henderson County Register of Deeds office in Plat Cabinet A at Slide 2304; and

WHEREAS, lots within said Subdivision are subject to Restrictive Covenants as originally set forth in a document recorded in Deed Book 560 at Page 395 of the Henderson County Registry and subsequently amended by documents recorded in Deed Book 564 at Page 193, Deed Book 603 at Page 893, Deed Book 649 at Page 736, Deed Book 708 at Page 803, and Deed Book 913 at Page 216 of the Henderson County Registry; and

WHEREAS, the aforesaid Restrictive Covenants, as amended, place limits on any fence to be erected within the front or side yard building set back line; and

WHEREAS, the most recent Amendment to said Restrictive Covenants, as recorded in Deed Book 913 at Page 219, provides in section (16) that "Any fence erected within the front or sideyard building setback line shall be of an ornamental nature and shall not be more than three (3) feet in height, excluding the fence posts."; and

WHEREAS, the aforesaid Restrictive Covenants, as amended, provide that "any portion of the restrictive covenants may be released, changed, modified or amended by majority vote of the then property owners of the Subdivision.";

WHEREAS, the Parties of the Second Part are the owners of lot 20 within Woodhaven Subdivision as shown on the aforesaid plat, which lot has a street address of 4005 Little River Road, Hendersonville, NC 28792; and WHEREAS, the location of the home constructed on lot 20 in relation to Little River Road, while complying with the setback requirements of the Subdivision Restrictions for Woodhaven, nevertheless is oriented in relation to Little River Road so as to adversely affect the value and/or marketability of the home; and

WHEREAS, the Parties of the Second Part desire to erect a fence of an ornamental nature exceeding the three (3) foot limitation imposed by the Restrictive Covenants, so as to provide the home on lot 20 with a buffer providing more privacy from the traffic along Little River Road, said fence being more particularly described hereinafter; and

WHEREAS, the Parties of the Second Part have requested that the Parties of the First Part execute this Amendment for the purpose of allowing the erection of said fence; and

WHEREAS, this Amendment shall not be recorded in the office of the Henderson County Register of Deeds until the Amendment has been signed by owners of a majority of the lots in Woodhaven Subdivision;

WHEREAS, the recording of this Amendment in the Henderson County Registry shall reflect that a majority of said lot owners have agreed to the terms of this Amendment and have signed this Amendment.

NOW THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties of the First Part do hereby, for themselves, their heirs, successors and assigns agree as follows:

1. Lot 20 of Woodhaven Subdivision as shown on the aforesaid plat shall be and is hereby released from the restriction set forth in the aforesaid Restrictive Covenants and Amendments thereto related to the erection of a fence, but only upon the following terms and conditions:

A. The release shall apply only to the lot line of lot 20 which is adjacent to the right of way of Little River Road. Any fence erected on the side lot lines or rear lot line of lot 20 shall continue to adhere to the provisions of the Restrictive Covenants applicable to the remainder of the Subdivision.

B. The fence to be erected along the lot line adjacent to Little River Road shall consist of five (5) brick columns, with the fencing between the columns to be erected with posts and supports constructed of aluminum and coated with black acrylic. The five (5) brick columns shall not exceed six (6) feet six (6) inches in height from the ground, and the intervening fence posts shall not exceed six (6) feet in height from the ground.

C. The fence shall at all times be maintained in good condition by the Parties of the Second Part, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned Parties of the First Part have signed their signatures and affixed their seals as of the day and year first above written.

("Assignment of Rights")

FILED IN HENDERSON COUNTY REGISTER
OF DEEDS OFFICE.

NEDRA W. MOLES, REGISTER

DATE: 3-26-2008 TIME 4:14 PM

STATE OF NORTH CAROLINA

BOOK: 1355 PAGE: 112

COUNTY OF HENDERSON

ASSIGNMENT OF RIGHTS RESERVED BY WOODHAVEN HOMES, INC. IN RESTRICTIVE COVENANTS

THIS CONVEYANCE AND ASSIGNMENT is made and entered into this - day of 3/11/2008 by and between WOODHAVEN HOMES, INC., a North Carolina Corporation, partly of the first part; to WOODHAVEN PROPERTY OWNERS ASSOCIATION (WOODHAVEN POA), a North Carolina unincorporated association, party of the second part, whose mailing address is: P.O. Box 757, Flat Rock, NC 28731.

WITNESSETH: WHEREAS the party of the first part was developer of a residential subdivision named "Woodhaven" located in Henderson County, North Carolina and in connection with said development it has executed and recorded various Declarations of Restrictive Covenants, the most recently enacted of which covenants are in an instrument recorded in book 913 at page 216 of the Henderson County Registry; and,

WHEREAS by this instrument the party of the first part desires to transfer to the party of the second part all rights previously reserved to it in the various restrictive covenants instruments filed;

NOW THEREFORE the party of the first part for and in consideration of ONE DOLLAR to it in hand paid, the receipt of which is hereby acknowledged, and the additional consideration hereafter set out has and by these presents does transfer and assign to the party of the second part and its successors and assigns any and all rights formerly reserved to it in all Declarations of Restrictive Covenants affecting Woodhaven Subdivision including but not necessarily limited to the right to review improvements plans and specifications, requests for setback variances and landscape plans.

AS ADDITIONAL CONSIDERATION for this transfer of rights the party of the second part agrees and covenants to reserve one seat on any committee established by it to review property improvements in the subdivision for CARL B. FISHER, SR. or his wife, MARY B. FISHER, as long as either party desires to serve.

IN TESTIMONY WHEREOF the party of the first part has caused this instrument to be executed and delivered by its duly appointed and authorized officers the day and year first above written.

Woodhaven POA

Woodhaven Property Owners Association, Inc.
P.O. Box 757
Flat Rock, North Carolina 28731

BYLAWS

Approved: May 30, 2008
Revised: October 22, 2008
Revised: May 25, 2011
Revised: May 26, 2012
Revised: June 5, 2013
Revised: March 20, 2017

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BYLAWS OF WOODHAVEN PROPERTY OWNERS ASSOCIATION, INC.

Article I. NAME

The name of this corporation is **Woodhaven Property Owners Association, Inc.**, a.k.a. **WOODHAVEN POA**. Herein also referred to as the "Association".

Article II. PURPOSES

The purposes for which the Association is formed are as follows:

- a. to protect the common interests of the owners of lots in the residential subdivision commonly known as Woodhaven Subdivision in Henderson County in the State of North Carolina
- b. to collect periodic Association assessments
- c. to pay expenses in connection with the streetlights and subdivision signs
- d. to maintain insurance as determined to be advisable by the Board
- e. to maintain the high standards of the subdivision as a community by encouraging compliance with the Woodhaven Restrictive Covenants
- f. to promote a spirit of unity among the owners concerning the properties of both residents and nonresidents
- g. to foster an awareness of civic issues affecting the well-being of the community such as health, safety, security, environment, legislation, planning, zoning, and taxation
- h. to perform such other and further acts as are necessary and appropriate to accomplish the foregoing purposes

Article III. GEOGRAPHIC LIMITS

The area in which the Association will operate shall be principally within the boundaries of the Woodhaven Subdivision in the Village of Flat Rock, County of Henderson, State of North Carolina.

Article IV. THE ASSOCIATION

The Woodhaven Property Owners Association, Inc. is, by definition, an association comprised of all property owners in the Woodhaven Subdivision. Property owners are defined as those holding the deed to the property, not any tenants. All property owners are entitled to vote and speak at any meeting.

Article V. The BOARD

- Section 1 The operations of the Association shall be managed by a Board of Directors consisting of five (5) property owners, all of who shall own property in Woodhaven and reside in Woodhaven Subdivision.
- | | |
|----------------|--|
| President | term: 1-year |
| Vice President | term: 1-year |
| Secretary | term: 1-year |
| Treasurer | term: 2-years plus 1 month for overlap |
| Director | term: 2-years |
- The Director may be the outgoing President to assist in the transition.
The Treasurer and Director terms shall be staggered for continuity
- Section 2 The Board shall be elected at the annual meeting of the Association. There may be only one Board member at a time from a specific residence or undeveloped property. A majority vote shall govern the choice. The newly elected Board shall take office on the first of June.
- Section 3 The Board shall only act in the name of the Association when it shall be regularly convened by the President, (i) after due notice to all Board members, (ii) a quorum is present, and (iii) the Board shall have passed and documented a resolution regarding the particular matter.
- Section 4 Four (4) members of the Board shall constitute a quorum.
- Section 5 Each Board member shall have one vote and voting may not be done by proxy. The Board may vote by email (e-voting). The record of such e-votes shall be recorded in the next board meeting minutes.
- Section 6 In addition to the Annual Business Meeting in May, the Board shall hold at least two (2) regular meetings: an "organizational meeting" of the new board in June and a spring meeting in March to prepare for the Annual Meeting. The meeting agenda shall include setting the date and place of the next board meeting. This date is to be published so that any property owner or renter may attend a board meeting. Persons wishing to attend a board meeting should notify the Secretary so proper arrangements can be made.
- Section 7 The Board may make such rules and regulations covering its meeting as it may determine necessary, but not contrary to the Woodhaven POA bylaws.
- Section 8 Whenever a vacancy shall occur on the Board it shall be filled by appointment within thirty (30) days by a majority vote of the remaining Board members. This appointee shall serve until the next annual meeting.
- Section 9 A Board member may be removed by a majority vote of the Board when the Board member misses two consecutive meetings without good cause, as determined by majority of the Board. Such Board member shall be notified by e-mail and a phone call prior to such a meeting.
- Section 10 Any Board member elected by the property owners may be removed from office, whenever such action is in the best interest of the Association. Removal requires an affirmative vote by the owners of thirty-nine (39) properties. Such action shall occur at a special meeting convened for this purpose, in accordance with the rules for special meetings.
- Section 11 Board members shall receive no salary or other compensation for their services to the Association.

Article VI. BOARD MEMBER DUTIES

- Section 1 President: the President shall be the chief executive officer of the Association. The President shall perform all the duties incident to the office of President and such other duties as may be ordered by the Board. The President shall be an *ex-officio* member of all committees except the nominating committee. In addition, the President has the following responsibilities:
- a. to present at each annual meeting an annual report of the operation of the Association
 - b. to sign checks, up to an amount to be established by the Board
 - c. to be the primary contact for Woodhaven POA business
 - d. when a property is listed for sale the president will inform real estate agents of the existence of the Woodhaven covenant, bylaws, and the Woodhaven website
- Section 2 Vice President: the Vice President shall also be responsible for any assignments delegated by the Board. The Vice President shall assist the President. In the absence of the President, the Vice-President shall take over executive authority.
- Section 3 Secretary: the Secretary shall:
- a. keep the minutes and records of the Association
 - b. distribute the minutes of the annual meeting to all property owners within 2 weeks after the meeting by email or USPS, as necessary
 - c. file any certificates required by law
 - d. serve all notices to the Woodhaven property owners
 - e. be official custodian of the records and seal of the Association
 - f. submit to the Board all communications addressed to him or her as Secretary of the Association
 - g. attend to all corporate correspondence and exercise all duties incident to the office of Secretary
- Section 4 Treasurer: the Treasurer shall:
- a. be responsible for all monies belonging to the Association
 - b. maintain in the checking account a reasonable amount as determined by the Board
 - c. deposit the balance in a savings account
 - d. sign checks
 - e. render financial statements of the Association, consisting of Balance Sheet and Income/Expense Statement, at board meetings and the Annual meeting
 - f. exercise any other duties incident to the office of Treasurer
 - g. submit books for the annual audit
 - h. maintain books in accordance with General Accounting Principles
 - i. cause the filing of the appropriate tax returns in a timely manner
- Section 5 Director: the Director shall provide additional information and community comment to the Board
- Section 6 Checks: the President and the Treasurer may sign checks of the Association. The officers authorized to sign checks need not be bonded.
- Section 7 Term Limits: the Board members, if nominated and if they desire, shall have the option of serving a third consecutive term of office. Having served for three consecutive terms, they shall not be eligible to serve a fourth consecutive term in that same office.

Article VII. ASSOCIATION MEETINGS

- Section 1 The annual meeting of the Association shall be held in the month of May each year; the date, place and hour to be designated by the Board. The normal business at this meeting shall include:
- a. report by the President of activities during the year
 - b. reading and approval of minutes of prior annual meeting
 - c. Treasurer's report and proposed budget for the next fiscal year
 - d. approval of proposed budget and property owners' assessments
 - e. committee reports
 - f. election of new officers and a director for the new term

The notice of this meeting, issued by the President, shall be publicized by email, flyers or other appropriate means to all property owners not less than ten (10) calendar days prior to the annual meeting. The notice for the annual meeting shall specify the place, date, and hour for the meeting, and shall include:

- a. a copy of the proposed budget
- b. latest financial statement consisting of Balance Sheet and Income/Expense Statement
- c. a slate of 4 officers and 1 director for the upcoming year

- Section 2 Special Meetings of the property owners may be called by the President or may be called at the request of three (3) Board members.

A Special Meeting may also be called by the owners of twenty (20) properties. Such a request to be made in writing to the President at least thirty (30) calendar days before the requested scheduled meeting date.

The President shall give notice for such a special meeting to all property owners not less than twenty (20) calendar days prior to the meeting and shall specify the place, date, and hour for the meeting. The meeting notice must state the purpose of the special meeting and shall include copies of any required supporting documents.

No other business but that specified in the notice may be transacted at a special meeting.

- Section 3 Quorum: the attendance of owners of fifteen (15) properties (including at least 4 of the 5 Board members) shall constitute a quorum for the transaction of business at any Association meeting.

- Section 4 All questions of parliamentary procedure shall be settled by the latest version of *Robert's Rules of Order Revised*, when they are not inconsistent with the Woodhaven POA bylaws.

- Section 5 All property owners and renters are encouraged to attend the Association Annual Meeting, any Special Meetings, and our social functions.

Article VIII. VOTING

Section 1 **All property owners are entitled to vote on Association issues, elections, etc.**

Voting Rights: the lot owner [being owner(s) of legal title to a parcel of real property in Woodhaven Subdivision] shall have one (1) vote for each lot owned. There shall be only one (1) vote cast per lot. At Association Meetings, votes may be cast by a show of hands or by ballot, as determined by the President. No proxy votes shall be permitted.

Section 2 If an issue is covered by ballot, all voting by those present shall be by ballot. Ballots shall be retained for ninety (90) calendar days, after which time the vote cannot be contested.

Article IX. COMMITTEES

Section 1 There may be the following standing committees:

- (a) Architectural Review
- (b) Water Committee
- (c) Audit
- (d) Nominating
- (e) Welcome Committee
- (f) Social Committee
- (g) WoodNotes and Directory
- (h) Garden and Litter Pick-up
- (i) Other committees as needed

Section 2 The Architectural Review Committee shall be appointed by the Board and shall consist of three (3) Woodhaven Property Owners who are not on the Board. This committee reviews plans for:

- (6) new construction of a home
- (7) modifications or additions affecting the exterior of existing homes
- (8) addition of swimming pools
- (9) adding or changing fences
- (10) any other items as enumerated in the Covenants

After a thorough investigation and discussion of the submitted application, the committee shall submit a detailed written report of its findings and recommendations to the Board. The Board shall review the committee's report and issue a written decision to the property owner's application. The Board may approve, recommend modifications, or reject the application. Three (3) votes are required in support of the Board's decision. The Board's decision must be rendered within thirty (30) days of receipt of the application.

An appeal of the Board's decision can be made to the Association at the annual meeting in spring, or by requesting the Woodhaven Property Owners Association, Inc. Board to call a special meeting of the property owners. A written request for such a special meeting must be made to the President of the Association. Upon receipt of the request, the Association shall convene a special meeting in the manner specified in the Association Bylaws. An affirmative vote of fifty-one (51) property owners of the subdivision is required to overturn a decision of the Board in this case. (One (1) vote per lot.)

- Section 3 The Water Committee shall function as liaison with Carolina Water Service Inc. of NC. The committee chair shall be the main contact for the water company and for user problems. The committee chair shall keep the President advised of any significant issues and scheduled water system repairs.
- Section 4 The Audit Committee shall be appointed by the Board during March and shall audit the financial records of the Association. The committee shall consist of at least one (1) individual with a financial background. The committee shall perform the audit after the close of the fiscal year (May 31) and submit the report to the new Board at its organizational meeting in June.
- Section 5 The Nominating Committee shall be appointed by the board during March. The committee shall consist of three (3) property owners of the Association and no more than one (1) of them shall be a member of the current board. The nominating committee shall submit for the annual meeting a slate of four (4) officers and one (1) director consisting of resident property owners who are considered qualified and willing to serve, if elected.
- The slate of officers and directors for the following year, submitted by the nominating committee, shall be included in the letter to all property owners announcing the date of the annual meeting.
- Section 6 The Welcome Committee will meet and greet new residents and report information obtained to the President for maintaining the Woodhaven Directory.
- Section 7 The Social Committee shall be responsible for planning and executing the various social activities during the year. The Committee Chair shall appoint persons to serve on the committee.
- Section 8 The WoodNotes and Directory Committee shall publish the Association Newsletter "WoodNotes" and the Woodhaven Directory to keep property owners informed.
- Section 9 The Garden and Litter Pick-up Committee is responsible for the plantings and upkeep of the entry gardens at Woodhaven Dr. and litter pick-up along the designated portion of Little River Rd.
- Section 10 The Board may create other standing and special committees, as necessary.
- Section 11 The Board may dissolve any and all committees whenever it considers that the requirements of the pertinent resolution(s) have been met, or whenever the board considers such dissolution to be appropriate, except the architectural review committee.
- Section 12 All Property Owners and Renters are eligible to serve on any committee. Except Renters may not serve on the Board, unless an exception is approved by the majority of the Board.
- Section 13 The President shall appoint the chair of each committee.
- Section 14 The President shall be an *ex-officio* member of all committees except the nominating committee.

Article X. FISCAL YEAR

The fiscal year of the Association shall be June 1 through May 31.

Article XI. FINANCES

- Section 1 The owner(s) of each lot shall be responsible for payment of that lot's pro-rata share of common expenses as provided herein. At the annual meeting, the Association shall propose a budget for the subsequent fiscal year. This budget shall set out the common expenditures. These common expenditures shall include, but not be limited to:
- a. the upkeep, repair, and maintenance of the entry signage and plantings
 - b. cost of entry signage lighting at Woodhaven Dr.
 - c. cost of the entry streetlights at Woodhaven Dr. and Old Town Way
 - d. cost of a Liability Insurance policy for the Board of the Association
 - e. cost of Property Damage Insurance for the entry gate, signs, and plantings
 - f. cost of printing the Woodhaven Directory
 - g. cost of Woodhaven website
 - h. various administrative expenses
 - i. cost Post Office Box
 - j. partial cost of the fall picnic
- Section 2 Copies of the proposed budget shall be included in the letter to all property owners announcing the date of the annual meeting. At the annual meeting, the proposed budget shall be approved by a majority vote of property owners in attendance at the meeting. If the budget is not approved, the budget for the preceding year shall remain in effect until a new budget is approved.
- Section 3 The owner of each lot shall pay, for each lot owned, the assessments established as a result of the adoption of the budget for that particular fiscal year. This payment is due on or before June 30.
- Section 4 The assessments shall be calculated as follows:
- each lot \$ = (approved budget amount) / 76 [rounded up to the next whole dollar]
- Section 5 Special assessments may be levied by a majority vote of the property owners in attendance at a Regular Meeting or a Special Meeting, called for that purpose.
- Section 6 No assessments may be made to cover costs of maintenance or repairs to any roads in Woodhaven.

Article XII. FINANCIAL RECORDS

- Section 1 A Checking Account shall be maintained at a local bank in the name of the Association. Signature cards shall be restricted to the Treasurer and the President, with only one signature required on checks less than \$500.00, and two signatures required for checks \$500.00 and greater. Similarly, a Savings Account may be maintained.
- Section 2 All Funds Received shall be deposited on a current basis. Deposit slips are to be retained to support transactions.
- Section 3 All Disbursements shall be made by check supported by invoices or receipts. There shall be no cash disbursements. There shall be no Petty Cash Fund.
- Section 4 All Unbudgeted Expenses must be approved by the Board before incurring the expense.
- Section 5 A Book of Accounts following General Accounting Principles shall be maintained by the Treasurer, recording:
- a. all deposits made, checks drawn, and a running balance;
 - b. current expenditures vs. budget items;
 - c. a record of assessments paid by property owners.
- Section 6 Bank Statements shall be sent by the bank to the Treasurer at the Association's P.O. Box. Statements are to be reconciled monthly.
- Section 7 The above Documentation is to be maintained in a business-like manner, and made available to the Audit Committee annually, as required, or to the Board upon request.

Article XIII. ADMINISTRATION of COVENANTS

- Section 1 The Board shall deal with covenant violations in a manner appropriate to the circumstances and in accordance with "Board of Directors Policy Statements".

Article XIV. AMENDMENTS

- Section 1 These bylaws may be altered, amended or repealed and new bylaws may be adopted by an affirmative vote of the owners of thirty-nine (39) properties entitled to vote under the terms and conditions of the bylaws then existing.
- Section 2 Notice of a meeting to vote on the proposed bylaws change(s) must be given to all property owners as required for the Annual Meeting or a Special Meeting, as applicable. Such notice must include a copy of the proposed change(s) to the bylaws.

Woodhaven POA

**Woodhaven Property Owners Association, Inc.
P.O. Box 757
Flat Rock, North Carolina 28731**

BOARD of DIRECTOR'S POLICIES

May 2018

WOODHAVEN PROPERTY OWNERS ASSOCIATION, INC

Board of Director's Policy on Compliance with the Woodhaven Covenant

Woodhaven POA's policy is that all property owners comply with the provisions of the Covenant. Since its incorporation in 2008, the **Board of Directors** is charged with the responsibility to insure that Covenant provisions are followed.

PRODEDURE:

1. Complaints from property owners (complaints NOT pertaining to new construction, modifications or additions, etc.) shall be made in writing to the President of the Association.
2. The President shall convene the Board. The Board shall review the complaint, evaluate the merits of the complaint, and give a written response to the complaint no later than 30 days from receipt. The Board may determine that the complaint is urgent and make its determination in a shorter period of time.
3. The Board, or its designee, shall make all reasonable efforts to resolve the complaint if the Board determines that a Covenant provision is being violated, or may be violated by the impending action of a property owner.
4. The Board or any property owner may institute legal proceedings against any property owner violating or threatening to violate the provisions of the Covenant. A violation may also result in a lien or fines being imposed by the Board.

Adopted by Board of Directors 5-4-2009

Revised 6-1-2010, adopted by Board of Directors 6-10-2010

Restated 2-24-2018, adopted by Board of Directors 3-19-2018

Board Policy re Covenant

WOODHAVEN PROPERTY OWNERS ASSOCIATION, INC

Board of Director's Policy on Collection of Property Owner Dues

Woodhaven POA's policy is that all property owners share equitably in the payment of "PROPERTY OWNER DUES in support of the duly adopted budget."

Adopted by Board of Directors 2-22-2018

Revised 5-3-2018, adopted by Board of Directors 5-7-2018

Board Policy re Property Owner Dues

WOODHAVEN PROPERTY OWNERS ASSOCIATION, INC

Board of Director's Policy on Compliance with the Woodhaven Covenant Architectural Restrictions

Woodhaven POA's policy is that all property owners comply with the provisions of the Covenant. Since its incorporation in 2008, the **Board of Directors** is charged with the responsibility to insure that Covenant provisions are followed.

The **Architectural Review Committee** is charged with the review of plans for new construction, modifications to existing homes, fences, etc., as enumerated in Sections 1, 2, 3, 4, 6, 7, 8, 9, 10, 16, 17, 20, of the Covenants.

PROCEDURE:

1. Plans for new construction, modifications or additions, swimming pools, etc. shall be delivered to the ARC chair with a cover letter outlining work to be done.
2. Complaints from property owners pertaining to new construction, modifications or additions, etc., shall be made in writing to the ARC chair.
3. The ARC shall convene and review the material or complaint, evaluate the merits in regard to meeting the requirements of the Covenant. A detailed written report of the ARC findings and recommendations shall be submitted to the President of the Association within one (1) week of receipt of the plans or complaint with all necessary documentation.
4. The Board shall review the ARC report and issue a written decision to the property owner's complaint or the builder's application. The Board's decision shall be rendered within thirty (30) days of receipt of the original application or complaint by the ARC with all necessary documentation.
5. The Board may approve, recommend modifications, or reject the application. Three (3) votes are required to support the Board's decision.
6. An appeal of the Board's decision can be made to the Association in accordance with Article IX, Section 2, lines 278-285 of the Association bylaws.

Adopted by Board of Directors 5-4-2009

Revised 4-29-17, adopted by Board of Directors 5-16-2017

Restated 2-24-2018, adopted by Board of Directors 3-19-2018

WOODHAVEN PROPERTY OWNERS ASSOCIATION, INC

Board of Director's Policy on Compliance with the Woodhaven Covenant Architectural Restrictions Backyard Storage Buildings

Woodhaven POA's policy is that all property owners comply with the provisions of the Covenant. Since its incorporation in 2008, the **Board of Directors** is charged with the responsibility to insure that Covenant provisions are followed.

The **Architectural Review Committee** is charged with the review of plans for new construction, modifications to existing homes, fences, etc. Sections 2, 8, 20 of the Covenant are applicable to **Backyard Storage Buildings**. Such structures are not specifically prohibited.

All backyard storage buildings shall meet the following minimum requirements:

1. Not visible from adjacent streets
2. Approved by all contiguous neighbors
3. Color and quality of construction materials consistent with the house on the property and the natural beauty of the Woodhaven environment
4. Professionally built/assembled on site
5. Surrounded by trees and shrubs to hide and/or camouflage the structure
6. Obtain a document from Flat Rock Village Zoning stating zoning requirements have been met
7. Not larger than 80 square feet, using exterior length x width
8. Height not to exceed 9 ft. from exterior ground level to highest point on roof

Because of their lot configurations, not all Woodhaven properties will be able to discreetly hide a backyard storage building and have it be invisible from the street. Thus a backyard storage building may not be possible on every property.

PRODEDURE:

5. A completed ARC application form with all required supporting documentation for the addition of a backyard storage building shall be delivered to the ARC chair.
6. The ARC shall convene and review the material, evaluate it with regard to meeting the requirements of this policy and the Covenant. A detailed written report of the ARC findings and recommendations shall be submitted to the President of the Association within one (1) week of receipt of the application with all necessary documentation.
7. The Board shall review the ARC report and issue a written decision to the property owner. The Board's decision shall be rendered within thirty (30) days of receipt of the original application by the ARC with all necessary documentation.
8. The Board may approve, recommend modifications, or reject the application. Three (3) votes are required to support the Board's decision.
9. An appeal of the Board's decision can be made to the Association in accordance with Article IX, Section 2, lines 278-285 of the Association bylaws.

Adopted by Board of Directors 2-23-2017

Revised 4-20-2017, adopted by Board of Directors 4-25-2017

Restated 2-24-2018, adopted by Board of Directors 3-19-2018

Board Policy re Backyard Storage Buildings

Woodhaven POA

**Woodhaven Property Owners Association, Inc.
P.O. Box 757
Flat Rock, North Carolina 28731**

ARCHITECTURAL REVIEW COMMITTEE PROCEDURES

March 2018

WOODHAVEN PROPERTY OWNERS ASSOCIATION, INC

Architectural Review Committee PROCEDURE

Approval of Tree Cutting

(As enumerated in Section 7a of the Covenants)

1. Requests for approval of tree cutting shall be made to the ARC chair who shall convene the committee.
2. The ARC shall discuss the request with the property owner (and adjacent property owners, if appropriate) and make a determination if the proposed tree cutting is in compliance with and in keeping with the intent of the Woodhaven Covenants.
3. The ARC is empowered and encouraged to make recommendations and suggestions regarding the cutting of trees and to work with the applicants to resolve issues. The ARC is authorized to APPROVE obviously necessary tree cutting. No Board approval shall be required unless the ARC chooses to seek Board approval.
4. The ARC shall convene and review the material, evaluate it with regard to meeting the requirements of this policy and the Covenant. A detailed written report of the ARC findings and recommendations shall be submitted to the Board of Directors within one (1) week of receipt of the application with all necessary documentation.
5. If the ARC chooses to have the Board approve, then the Board shall review the ARC report and issue a written decision to the property owner. The Board's decision must be rendered within thirty (30) days of receipt of the original application with all necessary documentation.
6. The Board may approve, recommend modifications, or reject the application. Three (3) votes are required to support the Board's decision.
7. An appeal of the Board's decision can be made to the Association in accordance with Article IX, Section 2, lines 278-285 of the Association bylaws.

Adopted by ARC 5-14-2011. Adopted by Board of Directors 5-17-2011
Revised by ARC 8-3-2011. Adopted by Board of Directors 8-9-2011
Revised by 4-29-2017. Adopted by Board of Directors 5-16-2017

ARC Procedure for Tree Removal

WOODHAVEN PROPERTY OWNERS ASSOCIATION, INC

Architectural Review Committee PROCEDURE

1. Applications for approval of proposed new construction, modifications or additions, new swimming pools, etc., shall be made to the ARC chair who shall convene the committee.
2. Complaints from property owners pertaining to new construction in their neighborhood shall be made to the ARC chair who shall convene the committee.
3. For new residences, additions to existing residences and swimming pools, the ARC requires the following documentation for review:
 - a) The survey as required by **Flat Rock Zoning**, showing the property boundaries and the footprint and location of the proposed new construction.
 - b) Architect's elevation drawings of the proposed construction showing materials and appearance features.
 - c) Landscape plans including outbuildings, walls and fences (if any).
 - d) A résumé of the outside color scheme.

NOTE: All construction, new or otherwise, must comply with Flat Rock Village Zoning Ordinance and adhere to Henderson County building codes.

4. Complaints relating to construction in the neighborhood shall be submitted in writing, outlining in detail the nature of the complaint. Photos and other evidence are helpful and encouraged.
5. As soon as the ARC meeting date has been set, the chair shall advise all contiguous neighbors affected by the application, of the meeting date and the planned construction.
6. The ARC will review the applications and materials, evaluate their merits in regard to meeting the requirements of the Covenants and their compatibility with the ambience of the community.
7. The ARC may request a meeting with the applicants in order to fully understand all details, to obtain answers to any questions, and to resolve any issues pertaining to their request.
8. The ARC is empowered and encouraged to make recommendations and suggestions regarding the applications and to work with the applicants to resolve issues, but **the final approval of the application rests with the Woodhaven POA Board of Directors.**
9. A detailed written report of the ARC findings and recommendations shall be submitted to the Woodhaven POA Board of Directors within one (1) week of receipt of the original application or complaint to the ARC with all necessary documentation.
10. The Board shall review the ARC report and issue a written decision to the property owner. The Board's decision must be rendered within thirty (30) days of receipt of the original application with all necessary documentation.
11. An appeal of the Board's decision can be made to the Association in accordance with Article IX, Section 2, lines 278-285 of the Association bylaws.
12. The ARC will conduct at least two periodic reviews to determine if the approved plans are being followed. Any deviations will be reported to the Woodhaven POA Board of directors.

Adopted by ARC 4-22-2009. Adopted by Board of Directors 5-4-2009
Revised 4-29-2017. Adopted by Board of Directors 5-16-2017

ARC Procedure for new construction

WOODHAVEN PROPERTY OWNERS ASSOCIATION, INC

**APPLICATION FOR ARCHITECTURAL REVIEW
WOODHAVEN SUBDIVISION, FLAT ROCK, NC**

PROPERTY: LOT NO. ____ STREET ADDRESS _____

CONSTRUCTION: NEW HOME ____ ADDITION TO EXISTING HOME ____
SWIMMING POOL ____ OTHER (SPECIFY) _____

APPLICANT: NAME _____
CURRENT ADDRESS _____
TEL NO. _____ E-MAIL _____

BUILDER: NAME (COMPANY) _____
ADDRESS _____
TEL NO. _____ E-MAIL _____
HENDERSON COUNTY LICENSE NO. _____

Applicant hereby certifies he/she has reviewed and will comply with all requirements of WOODHAVEN COVENANTS and WOODHAVEN POA, Inc. BYLAWS and that the information submitted with this application is complete and correct.

PROPERTY OWNER'S SIGNATURE: _____ **DATE:** _____

REQUIRED ATTACHMENTS:

- 1) A current survey of the property showing the property boundaries and the footprint and location of the proposed new construction.
- 2) Architect's elevation drawings of the proposed construction showing materials and appearance features.
- 3) Landscape plans including outbuildings, walls and fences (if any).
- 4) A resume of the outside color scheme.

SUBMIT TO: Submit this completed and signed application, along with the required attachments, and any other pertinent information (brochures, photos, etc.) to:

Woodhaven POA, Inc
P.O. Box 757
Flat Rock, NC 28731
Attn: Secretary

An explanation of the Architectural Review process is provided in the Woodhaven POA Bylaws, Art IX, Section 2. The current Woodhaven Subdivision Covenants, Covenant Addenda, and POA Bylaws can be obtained at the Woodhaven website:

<http://WoodhavenNC.homestead.com>

ARC Recommendation:

APPROVED _____
DISAPPROVED _____ (Explanation attached)
DATE _____

Woodhaven POA, Inc Board:

APPROVED _____
DISAPPROVED _____ (Explanation attached)
DATE _____

APPLICANT NOTIFIED:

DATE _____ BY _____

FOLLOW UP INSPECTION:

DATE _____ BY _____

COMMENTS:

Adopted by ARC 4-22-2009

Adopted by Board of Directors May 4, 2009

WOODHAVEN HISTORY

In 1977 developing land and building homes was not on the radar screen for Carl and Mary Fisher. As life events go – often unplanned, in the early spring of that year, they traveled from their home in Connecticut to Western North Carolina to attend the funeral of a cousin. It was on this trip that they had discussions with another cousin, Charles Barker of Hendersonville, concerning some available land in Flat Rock. At this time Carl was in the aerospace industry, and the family was quite happy living in Connecticut. However, Carl had an inclination to return to North Carolina where he had grown up and gone to school, but there was little call for someone with experience in the aerospace industry in Western North Carolina. His family originally lived in Whittier, where Carl graduated from Bryson City High School followed by a degree from Brevard College and then an Electrical Engineering Degree from North Carolina State University. It was several years later that he obtained his Masters from Georgia Tech in Electrical Engineering as part of his military career.

After serving for 22 years in the United States Air Force, Carl Fisher retired with the rank of Colonel. Colonel Fisher's military career encompassed an assignment with the Royal Air Force in England. He earned the Bronze Star with Cluster and the Legion of Merit in addition to the Air Force Commendation Medal. His final military assignment was as an Assistant to the Assistant to President Eisenhower for aviation. There Colonel Fisher's duties included work on the development of the Federal Aviation Administration where he later served as the Director of Research and Development. Retirement from the military saw him working as a civilian in the aerospace industry for 18 years.

The new career for Colonel and Mrs. Fisher began in 1977 when they purchased 80 acres which was part of the Teneriffe Estate of 880 acres in Flat Rock. Bob Winkler owned the land at that time. These 80 acres were wooded and totally undeveloped. Little River Road was paved, but there were no other roads into this property. The land had been logged, and evidence of the logging roads did exist.

As the Fishers learned about this acreage they had purchased, they discovered that reportedly the largest hemlock east of the Rocky Mountains was in this new purchase of theirs. It stood on the property of what is now 19 Legendary. To the local people the area was referred to as "The Hemlocks". This particular hemlock has since died and only a very large stump remains.

Returning to Connecticut, Colonel Fisher retired from his second career and made plans to start developing this piece of land in Henderson County. With the help of Surveyor, Bill Patterson, the property was laid out into 76 lots each a "commercial acre" as required by the zoning of Henderson County. A partnership was formed between Carl Fisher and his cousin, Charles Barker Jr., and Woodhaven Homes, Inc. was created.

Colonel Fisher and his sons cut the trees to mark the entrance to the subdivision on Woodhaven Drive. They had wanted a split entrance with trees in the middle; however the state highway department didn't like the idea and the two-lane entrance was formed to look like it does today.

The original plans for Woodhaven showed another entrance at the end of Woodhaven Drive back onto Little River Road. Residents living in the subdivision at the time this was considered asked Colonel Fisher not to put in the other entrance, and he complied. The cul-de-sac remains. Thus, no through traffic!

No time was wasted getting started on the sub-division. The first house built by Woodhaven Homes was at 140 Woodhaven Drive. It was finished by early 1978. A big issue was obtaining water for this project. At that time the State told Colonel Fisher that he could have 7 homes feeding off one well; thus the first seven homes were to share a well near 140 Woodhaven Drive. The water was plentiful, and there was no issue on availability. Woodhaven Homes continued to develop the homes on Woodhaven Drive and some of those along the Little River Road part of the development. Initially the road into Woodhaven was paved as far as 129 Woodhaven which was the first home the Fishers occupied in the sub-division. The family enjoyed a parade of wildlife at this home. Deer, fox, bear, wild turkey, panther, pheasants and grouse were among those coming to call. This added to the pleasure of living in Woodhaven at that time.

The need for water and electricity were paramount in the further development of homes. The Hendersonville Water System was not interested in extending water lines into the area so more wells were needed. When drilling began for a well between 114 and 112 Woodhaven, the well drillers were not optimistic. When they were down well over two hundred feet, and they wanted to stop drilling, Colonel Fisher said they should go at least 5 more feet. Water was found and in great quantity! In fact the state engineer informed Woodhaven Homes that it would not be necessary to drill more wells for the sub-division as they had hit an underground river. This was adequate for the homes planned at that time and the later Pleasant Hill development.

To hasten the process of finishing the well and providing water, Colonel Fisher decided to drive to Atlanta and back in one day (not an easy trip at that time) to get the necessary pumps. He felt that ordering them and waiting for delivery was too slow of a process and would delay the well construction. Although only needing one very large pump for the well, two stainless steel pumps were bought in order to have a backup readily available. Stainless steel was preferred to assure longer use even though the initial cost was considerably higher. Later an ancillary well was drilled behind 25 Legendary. This well works in tandem with the primary well. Eventually the well at 140 Woodhaven was sold to the homeowner to be used for lawn watering, etc. Richard Henderson, of Henderson Plumbing in Henderson County, worked with Woodhaven Homes to construct the wells, the pump house and the piping system.

For 11 years Woodhaven Homes managed the water system, meeting the numerous requirements of the county and state for such a community water system. Initially each home was billed a flat rate of \$10.00 a month for all water used. By 1988, Colonel Fisher determined that continuing to manage the water system for Woodhaven was not desirable and not a primary focus for him. At that time he sold the water system to Carolina Water Service of NC who continues to own and maintain the wells.

At Woodhaven Homes Inc. expense Duke Power designed and installed the power lines for the underground power system, and they are connected to the substation on Crab Creek Road. Certainly the underground power lines enhanced the appeal of Woodhaven to potential buyers

The Fishers continued to live in their first home at 129 Woodhaven Dr. for seven years. They then decided to build themselves another home, and they continue to live in that home at 113 Woodhaven Drive. Woodhaven Homes, Inc. constructed at least 70 percent of the homes in the sub-division. The last home built in Woodhaven by the developer is at 4049 Little River Road.

Some people who bought lots in the sub division were interested in having a builder of their choice build their home. Colonel Fisher agreed to this as long as he approved the builder, plans for the house and siting on the lot. Most of the time the construction went smoothly; however, occasionally there would be friction, and if not settled to the satisfaction of Colonel Fisher, that builder would not build again in Woodhaven.

Although residential development was not originally part of her career path, Mrs. Fisher played a pivotal role in Woodhaven Homes, Inc. Prior to becoming an Air Force wife, she was a Stewardess for Delta Airlines based in Atlanta. So this was certainly a new career for her. Mrs. Fisher not only helped select and design many of the homes Woodhaven Homes, Inc. built but also did the initial decorating of the homes. In later years she served as bookkeeper for the corporation.

An earlier piece of the area's history exists in Woodhaven's entrance. The entrance, which provides a graceful introduction to the development, consists of two stone pillars that were originally part of the Pleasant Hill Manor House entrance from what is now Old Town Way at Middleton Rd. The pillars were built in late 1839 after the Manor House was constructed. The Fishers wanted the pillars for the Woodhaven entrance so they engaged a mason to assist. He numbered the stones and the Fisher's son, Carl Jr., carefully loaded the pillars, one at a time, on a back hoe and carried them to their location at the entrance to Woodhaven from Little River Road where they remain today.

In explaining how Woodhaven got its name, Mrs. Fisher related that Woodhaven was the name of the area where they lived in McLean, Virginia. That sub division was elegant in nature with large, beautiful homes, and it was their goal to have Woodhaven in Flat Rock duplicate those qualities. Another tie to their past is that the Fishers had lived on Legendary Road in Connecticut, and the street adjacent to it was Heritage. Thus, another part of the Fishers' history will remain in Woodhaven.

Building in the late seventies and eighties already had many mandated requirements and restrictions to meet. The planning board of the county along with the Henderson County Commissioners had to be consulted on many, many details of the development. Colonel Fisher served the county as a member on the county planning board for a few years. The Village of Flat Rock did not exist at that time and was not incorporated until 1995; however, the Fishers belonged to the Property Owners' Association of Flat Rock where they were not necessarily welcomed and were considered outsiders. Although Carl Fisher was a native of the area, changes in the form of development and more people were not viewed as desirable by those already here. Sound familiar??

When Woodhaven was almost completed, the Fishers decided to continue with the development of the area, and in the mid-eighties bought the 69 acres of Pleasant Hill Farms which is contiguous to Woodhaven. In order to develop the area along Old Town Way (formerly Middleton) it was necessary to have the road paved as the state had refused to do so. This was done at the developer's expense. Seventeen lots and six multi-acre estates make up the Pleasant Hill sub-division today. The Manor House located on the Pleasant Hill estate was part of that purchase. According to the Fishers it was built in 1839 and extensively restored in 1988. Colonel Fisher states that this historic residence is a magnificent remnant of the affluent, antebellum period of the South with its free flying spiral staircase, solid wood double hung French doors, plus a commanding view of the foothills of the Blue Ridge. The Fishers sold the Manor House, its antiques, and farm equipment in the summer of 1988.

Today as we drive or walk through Woodhaven, we note the lovely homes, well cared for gardens, and the abundance of native trees and shrubs. The noise of the city, for the most part, escapes us here and makes Woodhaven a great place to call home.

This brief history of the Woodhaven Sub-division in Flat Rock, North Carolina, is based on interviews with Colonel and Mrs. Carl Fisher. Their cooperation and graciousness in providing the information and meeting with me on numerous occasions is greatly appreciated.

Sue Hammer, Woodhaven Resident
Summer, 2004

April, 2017

Additional information to the Woodhaven History was obtained from Terry Ruscin author of *Hidden History of Henderson County*. Portions of what follows were also printed in the *Hendersonville Times-News* on April 9, 2017.

In the mid-1800s a plot of land known as "the Hemlocks" was purchased by William Coubro Connell and his wife, Lady Agnes McNee Connell from Ireland. This is the 80 acres which Colonel Fisher and Charles Barker purchased about 1977. That partnership was identified as Woodhaven Homes, Inc.

Since the writing of Woodhaven History in 2004, Colonel and Mrs. Fisher died.
Mrs. Fisher died October 17, 2015. Colonel Fisher died July 13, 2016.

Sue Hammer
April, 2017