

RULES
AND
REGULATIONS

SEQUOYAH SQUARE HOMEOWNERS ASSOCIATION

JANUARY 2016

A. GENERAL

1. No unlawful, noxious or offensive activities shall be conducted or allowed in any unit or on the general premises, including activities that might, in the judgment of the Board of Directors (hereinafter referred to as the Board) of the Sequoyah Square Homeowners Association (SSHA), constitute a nuisance or disturbance to others.

2. Loud, disturbing or objectionable noises, including the use or playing of musical instruments, radios, televisions, stereos, amplifiers or other sound producing devices, that interfere with the rights, comforts and convenience of other residents, will not be condoned or allowed in any unit or on the general premises.

3. Each unit owner shall maintain his unit or units in good condition, order and repair, at his own expense, and shall not allow any condition or activity that might affect insurance costs or continuance and/or renewal of policies held by other residents and/or the SSHA for the benefit of the complex.

4. Units may only be used as a residence or other commonly accepted purpose for which the property was designed or as set forth in the SSHA Master Deed and/or By-Laws, or as allowed by municipal zoning laws or regulations.

5. Estate sales, auctions, flea markets, garage sales and other similar activities are not allowed on the premises.

6. The rules and regulations applying to "unit owner," "resident" or "tenant," apply equally to a family member, a guest, a lessee, a visitor and to any other person on the premises at the invitation or with permission of such parties.

7. Notwithstanding any other provisions of these rules and regulations, the Board may upon application, and for reasons it considers exceptional and valid, waive and/or approve, for limited and/or permanent periods, any of the restrictive or other provisions of the rules and regulations. Generally, the approval must be granted before the requested activity takes place and must be noted in writing in the minutes of the applicable Board meeting when approval takes place.

8. In the event of a dispute regarding the intent or interpretation of these rules and regulations, the Board will be the absolute judge of such disputes or interpretations.

9. If any portion or part of these rules and regulations, or the application of such portions or parts, is held to be invalid or unenforceable by a court of competent jurisdiction, the validity or enforceability of the remainder of the rules and regulations, or application of such portions or parts, is to be considered as if the invalid or unenforceable portions or parts were never included therein.

10. "Governing documents" are defined as the Sequoyah Square Master Deed, By-Laws, Rules and Regulations and Policies and Procedures.

B. OCCUPANCY LIMITS

Unit occupancy limits shall be in accordance with federal, state and local statutes and ordinances and unit owners shall not permit any permanent residents to exceed the limits cited in those statutes and ordinances. A permanent resident excludes family members, guests or visitors who remain in the unit for no longer than 30 days (except for student family members who are temporarily residing in a unit between school terms). The United States Department of Housing and Urban Development (HUD) generally limits occupancy to two persons (over 18 years of age) per bedroom.

C. COMMON AREAS

1. Sidewalks, entrances, hallways or passageways shall not be obstructed or used for any purpose other than ingress into or egress out of units.

2. Roadways and vehicle parking areas shall not be obstructed or used for any purpose other than for traffic movement and parking accommodation. These areas are not appropriate nor approved for play or recreational activities.

3. Any damage to or destruction of the general premises, or the personal property of residents, caused by a unit owner, a resident, a tenant, a family member, a guest, a lessee or a visitor shall be repaired or replaced at the expense of the unit owner.

4. Smoking is prohibited in those common areas designated by the Board, or in those areas where prohibited by statute, including the community pool area.

D. EXTERIOR OF UNITS

1. It is prohibited to install, erect, build, alter, remove, construct, paint or attach in any way lighting devices, shades, screens, awnings, patio covers, fences, antennas, radio and television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, walls or other modifications that change or alter in any manner the common or limited common areas of the premises and the exteriors of any units. Any alteration to an exterior wall or roof to vent a dryer, to install a plumbing fixture such as a water line, to provide an electrical fixture or outlet or any other such similar modification requires approval of the Board.

2. No decoration, sign, notice, advertisement, banner, lighting or other display is allowed to be visible from the exterior of any unit nor placed on common or limited common areas of the premises, except as below:

a. The United States and/or Tennessee flag may be displayed at anytime appropriate to national, state or local custom or statute.

b. Appropriate and tasteful decoration and/or lighting that can be removed and which will not damage any common or limited common areas of the premises, and that will not unreasonably disturb other residents, may be erected and displayed during customarily observed holidays or festive occasions. The Board will be the absolute judge of what is appropriate and tasteful.

3. No exterior wiring or devices for telephone, television, radio or internet services may be installed except for that which is necessary for normal telephone, radio, internet and cable television services, and which is installed by an authorized commercial company. Such installations shall be as unobtrusive as possible.

4. It is prohibited to display, hang or store any clothing, sheets, blankets, laundry, rugs, linens, draperies, swimwear, mops, boxes, furniture or other such items outside any unit, including clothes lines, or which may be visible from the outside of any unit (except draperies, curtains or shades of a customary and acceptable nature and appearance). It is also prohibited to clean items such as mops, rugs, linens, clothing, draperies and similar items by beating or shaking from windows, patios or balconies.

5. It is prohibited to sweep, pour or shake or otherwise dispose of debris from balconies, windows and doors.

6. Mailboxes must be of a type consistent with the character of the complex, as adjudged by the Board.

7. Outdoor cooking and/or grilling equipment or devices may not be used within ten feet of any building or under any building overhang or balcony, which by definition includes all balcony and patio areas in the complex. Such use constitutes a violation of city and county fire codes and regulations; such use will also be reported to the proper authorities when necessary.

8. Nothing shall be placed or stored on the outer sill or outside of any window.

E. INTERIOR OF UNITS

1. No unit owner or resident shall make any alteration, addition or improvement within the unit without the approval of the Board (Paragraph 14 of the Master Deed). The Board has interpreted the above requirement to be applicable to alterations and additions which by definition imply changes to what existed (“what existed” is defined as the footprint or profile of the unit’s interior before any alteration and/or addition is made). In regard to improvements, if they alter or change what existed, then they also are subject to the above requirement. However, if an improvement is made without altering or changing the existing footprint or profile of the unit’s interior, then Board approval is not required. Please note the following examples which are not inclusive:

a. Improvements requiring Board approval would be the addition of a new bathroom, the installation of a washer and dryer with related venting systems, the removal of an existing wall or the building of a new wall.

b. Improvements not requiring Board approval would be the replacement of a toilet with a more efficient unit, the re-tiling of bathroom floors and/or bathtub walls, the replacement of water heaters, stoves and air conditioning systems or the replacement of kitchen cabinets.

Owners contemplating ANY alteration, addition or improvement should contact the property manager to ascertain if Board approval is necessary. If any owner makes a change that alters the existing footprint of the unit without Board approval, then those owners will be

required to restore the unit to its previous state at their expense.

2. No unit owner or resident shall overload the electrical and plumbing systems in the unit or operate any machine, appliance, accessory or equipment in such a manner to cause unreasonable disturbances to other residents, or connect any such items to the electrical and plumbing systems without the approval of the Board.

3. Draperies, curtains or shades must be hung for cover at all patio or balcony sliding glass doors and windows. All such coverings visible from the exterior must be white, off white or neutral in color (draperies should be lined with similarly colored material). Neutral coloring is defined as having little or no decided color and free from the mixture of other colors. Coverings may not be of a temporary nature, such as bed sheets, blankets or towels, and must be tailored or designed for said use.

4. New unit owners or residents will be allowed 30 days to comply with the requirements of Paragraph 3 above, provided that temporary coverings are similarly colored, in good condition and neatly installed.

5. Window or door glass may not be tinted or replaced with colored glass.

F. LAUNDRY FACILITIES

1. Laundry shall be removed promptly from washers and dryers when cycles are completed. Residents waiting to use the machines may carefully remove finished laundry from the washers and dryers and are asked to place such laundry on the folding table. Courtesy in removing completed laundry is appreciated.

2. Washer and dryer machine users are responsible for cleaning spills and debris related to their activity. Please be as considerate of others as they are of you.

3. Laundry room doors should be locked when leaving the area.

4. Smoking is prohibited in the laundry and storage room areas.

G. STORAGE FACILITIES

1. SSHA assumes no liability or responsibility for articles stored in any common or limited common area or in any storage bin or closet.

2. SSHA will allocate storage bins or closets on a fair and equitable basis to residents consistent with their needs and space availability. SSHA reserves the right to enter storage bins or closets for appropriate action when necessary in order to protect the property of the SSHA or residents.

H. VEHICLES

1. For the protection of residents and their property, the speed limit in the complex is 15 miles per hour.

2. Recreational vehicles, trailers, boats, campers, motor homes, commercial vehicles, inoperative vehicles or debris and/or storage containers, shall not be parked or placed in the complex overnight or on weekends except with the approval of the facility manager or the Board. Any such unauthorized vehicle or container on the property without permission may be removed at the expense of the unit owner or resident.

3. Extensive maintenance or major repairs are not to be made on vehicles on the premises.

4. Parking must be within marked spaces only.

5. Vehicles shall not be parked protruding over sidewalks to allow pedestrians the right of way.

6. Vehicle horns are to be used only as a warning to avoid injury or accident.

7. Handicapped parking spaces are provided upon request and only allowed for qualified individuals holding a handicap parking permit from the state of Tennessee, subject to the following:

a. The resident has a displayed handicap parking permit for special parking privileges issued by the state under TCA, 55-8-160.

b. The resident must request annual renewal of the reserved space by providing evidence of current eligibility.

c. The resident owns and operates a motor vehicle.

d. Only one reserved space will be allowed per unit regardless of the number of individuals in that unit that might be otherwise qualified for a handicapped parking space or the number of vehicles belonging to residents of that unit. Attempts will be made to mark a parking space as close as possible to the unit in question.

e. The use of any handicapped parking space by any qualified individual, whether a resident or not, is authorized.

8. The washing of vehicles on the premises is prohibited.

I. ANIMALS/PETS

1. No animal shall be raised, bred or kept in any unit except for dogs and household cats and then only if such pet is kept for non-commercial purposes. Pets must be kept in strict accordance with the rules and regulations adopted or approved by the Board provided that the keeping of pets does not constitute a nuisance to other residents.

2. Each unit is allowed a maximum of one dog or two cats.

3. No pet weighing over 25 pounds is allowed to be kept in a unit.

4. Pets must permanently live inside the unit.

5. Unit owners and/or residents are to be held responsible for any and all damages caused by pets kept in the units.

6. In order to control pets running loose in the common and limited common areas, pets must be on a leash or carried when outside of a unit. Pets are not allowed in the clubhouse or in the pool surrounds at any time.

7. Residents must monitor their pets so that in the event a deposit is made in the common or limited common areas, they will be able to note and remove such deposits immediately.

8. Pet owners are expected to control their pets so that they do not unreasonably create loud noise or intense odor and do not present physical harm or frightening acts to other residents.

9. Unit owners may grant permission to tenants or lessees to possess pets in their units; however, such permission must meet with the rules and regulations noted in this section. Unit owners may require more restrictive rules, including a full prohibition, at their discretion.

J. LEASES

1. All leases must cover the entire unit.

2. All leases must be for a term not less than 90 days or more than two years.

3. Owners are required to notify the SSHA of expected leases 30 days prior to the beginning of such lease. The SSHA has given the complex manager authority to waive any or all of the advance notification time for extenuating circumstances in their judgment. Owners must provide the complex manager with the name, address, vehicle description and emergency contact information for all tenants or lessees.

4. Owners must provide the SSHA promptly with a copy of any executed lease agreement for any unit.

5. In lieu of prescribing a standard lease as permitted by the SSHA Master Deed and/or By-Laws, the SSHA requires that leases contain the following provisions:

a. Tenants, lessees, family members, guests, agents, servants or others on the property at the invitation of the parties to the lease, must comply with the provisions of the SSHA Master Deed and/or By-Laws and all rules and regulations of the SSHA (also known as the governing documents), either then in effect or subsequently enacted. The lease should either contain the details of the governing documents or make reference that the governing documents are available for perusal in the office or on the website of the SSHA. For the convenience of unit owners, a document entitled "Lease Addendum" has been created for this purpose and is available from the SSHA office.

b. The lease should provide for its termination if a tenant or lessee fails to comply with the governing documents. This issue is also addressed in the above noted addendum.

c. A prohibition against subletting the premises, in whole or in part.

d. Occupancy is limited to the maximum number of persons as set forth in the Section B regarding occupancy limits.

6. In addition to the above required lease contents, the SSHA recommends leases set forth the aforementioned rules and regulations regarding the keeping of animals and pets in order that the tenant or lessee is fully aware of the restrictions.

K. POOL

1. The pool hours are from 9:00 AM until 10:00 PM daily. The pool is reserved for lap swimmers only from 7:00 AM until 9:00 AM daily.

2. Use of the pool and surrounding area is limited to residents and up to four invited guests at any one time. Residents must be present when guests are using the facility.

3. SSHA assumes no responsibility for accidents to residents or their guests. Because there is no life guard on duty at any time, use of the pool and related facilities are at the user's risk. It is the responsibility of residents to make their guests aware of this policy.

4. No animals or pets are allowed in the pool and the related facilities.

5. No glass containers are allowed on the lower level area around the pool.

6. Users of the pool must remove all articles they bring to the pool when they leave. This includes any waste or trash, e.g., paper, cups, cans, bottles, etc.

7. Persons under the age of 14 must be accompanied by an adult (18 years of age or over).

8. Only swimsuits are allowed to be worn in the pool. Cut-off jeans or shorts can damage the filter system and create an imbalance in the pool chemicals.

9. Only water-soluble tanning lotions are allowed in the pool. Baby oil and other insoluble lotions can damage the filter system.

10. Bobby pins, hair clips and rubber bands are not allowed in the pool.

11. Appropriate containers are provided for the disposal of trash; therefore we request you place your trash in those containers.

12. The pool area must be vacated during thunder and lightning storms for personal safety.

13. Food is allowed only in the upper deck area.

14. Persons who have any communicable disease or otherwise have any physical condition which could harm others are expected to refrain from pool usage.

15. Running, jumping and horseplay are not allowed in the pool area.

16. The pool and surrounds are non-smoking areas.

17. Each unit owner may obtain one key (non-duplicating type) to the pool area and will be responsible for its safekeeping. A refundable deposit of \$15 is required to receive a pool key. Failure to return the key after a unit is sold or a tenant vacates the property will cause forfeiture of the deposit, and an additional charge of \$10 will be assessed to the unit owner, resulting in a total fee for replacement of \$25. Upon such replacement, an additional refundable fee of \$15 will be required for the replacement key.

L. CLUBHOUSE

1. The clubhouse is a smoke-free facility and no smoking is allowed inside the building.

2. Arrangements to reserve the clubhouse is limited to unit owners, lessees or tenants residing at Sequoyah Square. The reserved clubhouse may then be used by those resident owners, lessees and tenants, as well of members of their households and invited guests. The resident making the clubhouse reservations must be present at the clubhouse during the function. A non-resident owner must obtain Board approval for clubhouse use. SSHA use of the clubhouse for the benefit of its residents/members is subject to these rules and regulations only where practical (e.g., the SSHA would not be required to make damage deposits, pay usage fees, etc.).

3. Advance reservations are recommended to ensure the availability of the clubhouse for the requested date and time. Short notice requests to the facility manager to use the clubhouse is permissible, but such requests may not be granted if the facility is not available at the requested time. Advance reservations may be made up to six months in advance but must be reconfirmed two weeks before the scheduled event. The clubhouse is available for use between the hours of 10:00AM and 12:00 midnight. A two-hour interval is required between scheduled events.

4. The clubhouse is available for almost any activity except those prohibited by law or the SSHA rules and regulations, including activities likely to offend or disturb other residents. Any commercial events where products or services are sold or where sales are promoted are not authorized unless the activity has been sponsored by the SSHA for the benefit of interested residents. However, any such activity that would bring a substantial number of non-residents as customers is not authorized. Generally, no products or services are authorized to be sold on the premises of Sequoyah Square.

5. Clubhouse use after normal office business hours is facilitated by obtaining a clubhouse key from the complex manager. Clubhouse users are responsible for locking and securing the building after use. The key must be returned the next day after usage. Failure to return the key will result in a \$100 penalty to help pay for changing lock mechanisms and new keys for authorized personnel.

6. Clubhouse users during daytime hours must clean and vacate the premises within two hours after the event. Users during nighttime hours must clean the premises by 10:00 AM the next day. Clean up consists of the following:

- a. All trash must be placed in the outside trash dumpsters.
- b. All clubhouse kitchenware or other implements must be washed and stacked or stored.
- c. All furniture and fixtures must be returned to their original setting.
- d. The clubhouse must be vacuumed, mopped and dusted as necessary.
- e. Users will be responsible to turn off all lights (except those required for security), radios, appliances and water faucets before closing the clubhouse.

7. Parties who reserve the clubhouse assume the financial responsibility for any and all damages to the premises or any common area in connection with the event. A damage/clean up deposit may be required, but can be refunded after inspection determines the clubhouse condition complies with the above clean up conditions. Otherwise, any required damage repairs, losses or cleaning will be deducted from the deposit. The damage/clean up deposit is \$100 and is required at the time the reservation is confirmed.

8. Non-refundable usage fees are collected to offset additional utility usage, wear and tear on furnishings, undiscovered damages and management services, as follows:

10 persons or less	No charge
11 to 25 persons	\$50
26 to 50 persons	\$100
51 to 100 persons	\$150

9. City and county occupancy codes allow a maximum of 100 persons in the clubhouse at a time and no more than 50 persons on either level.

M. COMMUNITY SERVICE FEES

1. All unit owners must remit the unit community service fee (CSF) on or before the first of each month, delivered or mailed to the office of the SSHA or as may be directed in the future.

2. CSFs not received by the fifth day of the month are subject to a 10% delinquency fee. If the fifth day is a Saturday, Sunday or national holiday, then the CSF is not considered delinquent until the next following business day.

3. CSFs not received by the end of the month in which it is due will be subject to an additional 20% delinquency fee.

4. The governing documents of the SSHA allow for liens to be placed on those units where the CSFs are in arrears. Such liens are generally satisfied by law before any unit sale proceeds can be distributed to unit owners.

POLICIES

AND

PROCEDURES

SEQUOYAH SQUARE HOMEOWNERS ASSOCIATION

NOVEMBER 2010

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Unit owners only have title to their respective units and an undivided interest in the common elements of Sequoyah Square.

A unit is defined on Page four of the Master Deed. It is an enclosed space, the boundaries of which are the interior surfaces of the perimeter walls, floor and ceiling. Everything else constitutes the common elements. A unit owner also owns the common elements, as a percentage based on the proportion of the floor space in the unit to the total floor space of all units.

Except for the limited common elements, every unit owner has the right to use the common elements. This right is subject to the provisions of law, the Master Deed, the By-Laws and the Rules and Regulations of the SSHA as established by the SSHA Board.

Limited common elements are those common elements contingent to and serving exclusively a single unit or one or more adjoining units. Their use is reserved exclusively for the enjoyment, benefit and use of the unit owner or owners concerned. Examples of limited common elements are perimeter walls, floors, ceilings, doors, windows (outside the unit interior boundaries), patios, decks, fences enclosing patios and decks, balconies, window grills, entrance walkups and steps leading to a single unit.

RESPONSIBILITY FOR MAINTENANCE

The expenses for the maintenance, repair or replacement of a unit are the responsibility of the unit owner. The SSHA will not be liable, and will not assume any responsibility whatsoever, for the repair of cracks in the interior of any unit unless the crack repairs follow an exterior repair (i.e., foundation stabilization) initiated by the SSHA. This repair of interior cracks will be limited to a one-time repair only and the SSHA will not be liable for any subsequent repairs. Unit owners are responsible for repairing all other cracks in the walls, floors and ceilings within their individual units, including cracks that recur after initial repairs. (Per the SSHA Board resolution passed on April 18, 2006)

The expenses for the maintenance, repair or replacement of the common elements (except the limited common elements) are borne by the SSHA. Alterations, additions and improvements to the common elements are made at the discretion of the Board. The Board may accept, at its discretion, alterations, additions and improvements to common elements made by and at the expense of one or more unit owners, but such acceptance does not necessarily include any obligation to maintain, repair or replace such alterations, additions or improvements.

The expenses for the maintenance, repair or replacement of the limited common elements may be borne by the SSHA, by the unit owners who use and are benefitted by the limited common elements, or it may be shared between the two. The existing policy of the SSHA regarding the expense of maintenance, repair or replacement is as follows:

1. Door (wooden, glass or metal) and window expenses are borne by the unit owner.
2. Alteration, addition and improvement expenses beyond that provided all similar units are borne by the unit owner. Likewise, the expenses of such alteration, addition and improvement are borne by the unit owner using or benefitting from the changes. Such changes, including landscaping, are also subject to SSHA Board approval and must be presented in writing with an appropriate plan or diagram, if warranted.
3. Expenses of window grills, chimneys, patios, decks, balconies, fences and concrete walkways to a unit are borne by the SSHA except for any defects known to be existent prior to April 1984.
4. In any situation where the expense is the responsibility of the unit owner, the SSHA may do or cause work to be done in the interest of uniformity or expense mitigation to the unit owner. Regardless, the cost of such work is still the responsibility of the unit owner.
5. Grounds expenses in front of a unit or group of units will be borne by the SSHA. Such expense will generally incurred for and limited to the weeding, raking, trimming and plantings as may be necessary to provide an attractive appearance to the property. The care for plantings of unit owners is their responsibility.

INTERIOR MAINTENANCE SERVICE

The SSHA has arranged for the providing of certain interior maintenance services by the managing agent to unit owners. Interior maintenance, for example, does not include alterations, additions, improvements, decorating or painting, but is limited to those routine maintenance tasks such as faucet washer replacement or minor repairs. The cost to unit owners will be the approximate actual cost to the managing agent. These costs are expected to be paid by, and are the responsibility of, unit owners who avail themselves of this service, inasmuch as the Master Deed prohibits such charges to be at the expense of the SSHA.

Effective November 1, 2010, a rate of \$10 will be assessed for each half hour or fraction thereof per service call during normal working hours, as exemplified by the following:

1 to 30 minutes	\$10
31 to 60 minutes	\$20
61 to 90 minutes	\$30

Also effective November 1, 2010, a rate of \$40 will be assessed for the first hour or fraction thereof and \$20 for each additional half hour or fraction thereof per service call during non-working hours and weekends, as exemplified by the following:

1 to 60 minutes	\$40
61 to 90 minutes	\$60

Unit owners are responsible for the cost to SSHA of parts and materials plus a surcharge of 20%.

The SSHA will invoice and collect the applicable charges through its managing agent, but all payments are to the order of the SSHA. The charges are not payable through the application of the normal CSF, but are separate charges due in the same manner.

GROUNDS

Condominium ownership has inherent limitations on the use of common elements by unit owners, lessees and tenants. This is necessary to preserve and maintain the property in such a way as to provide value and benefit to the largest number of residents. All grounds are part of the common elements of the Sequoyah Square complex, and as such, no one person or group owns any part of the grounds; rather, all unit owners own and hold these areas jointly. With Board approval, the following is allowed:

1. Front side of units (unit entrance/entranceway to sidewalk) - The planting of shrubs, trees, flowers or similar items of an ornamental nature, but excluding vegetable and fruit producing or harmful items. Care for such plantings is the responsibility of the unit owner. Because part of the grounds at Buildings 300 and 400 are limited common element property, those residents may make similar plantings as above, but without Board approval. However, no such plantings shall be inconsistent with or detract from the general décor of the other units in the building. Further, any plantings on the grounds shared by two adjacent units must be acceptable to both unit residents.

2. Back side of units and/or buildings – Residents with patios are responsible for all care, maintenance, plantings (and their removals) and other similar activities for the grounds enclosed by fences or within fences on all sides. These residents have no plantings restrictions (including Board approval) except that such plantings are not harmful to others. Lawn care and custodial care beyond or outside the above defined grounds will be the responsibility of the SSHA. Such residents may further make plantings as defined in Paragraph 1. above beyond the specified unit limit when in line with their unit to the property line or property fence, as the case may be. Any such plantings are to be cared for and maintained by the resident and such plantings must not interfere, block, or impede in any way grass cutting or other maintenance equipment or the free pedestrian movement of other residents or maintenance staff.

3. Automatic approval (as granted in 1. and 2. above) does not apply to:

a. Any inanimate border or bordering except brick placed in the front of units and buildings.

b. Any inanimate objects, whether decorative or functional, built, installed or placed on the grounds except for those on the back side of buildings or grounds enclosed by a fence or within a fence on all sides.

c. the removal of any tree regardless of location or by whom planted.

4. When approval by the Board is required, a written request with an appropriate plan or diagram must be submitted to the SSHA. Approval authority may be delegated by the Board to others, but any such approval must be in writing. Oral approvals or comments by anyone regarding a request are not considered valid approval.

ARCHITECTURAL CONTROL

An architectural control policy is essential to preserve and maintain the architectural integrity of a condominium community and insure stable property values. Architectural controls are enacted for the benefit of unit owners, lessees and tenants and the community as a whole.

“Architectural” is defined broadly to include exterior and interior features visible from the exterior. The scope of the policy is especially applicable to Sections D (Exterior of Units) and E (Interior of Units in the Rules and Regulations of the SSHA).

Architectural variation as used herein includes any physical alteration, addition, subtraction, improvement or change in common elements, limited common elements or private areas that could have a detrimental effect on the architectural or environmental condition of the whole, or that would alter the intended appearance or use of a part of the property, or which is prohibited by the SSHA governing documents.

1. Basic Principles

a. No architectural variation will be allowed which causes an additional current or future expense to the SSHA. Unit owners requesting architectural variations are responsible for all maintenance or expenses regarding variations and make such obligations known to any future purchaser or owner of the unit.

b. Architectural variations must be maintained in a good state of repair by unit owners allowing for a safe and visually attractive (in the judgment of the Board) variation.

c. Permission for architectural variations will be made with objective criteria as the basis for such approvals, allowing unit owners to enhance their property. However, such approval must be secondary to the enjoyment of the facilities by the majority of other residents and the need to preserve the architectural integrity of the complex. Such considerations must be adhered to in order to maintain and stabilize the value of the property.

d. It is intended the principle of fairness be implemented in the application of architectural controls. This includes using reasonable standards and consistency in the approval of architectural variations. The SSHA will make efforts to ensure parties are given adequate attention in their requests with reasonable decisions, with due consideration to the similarity of requests, the similarity of units and the similarity of locations.

e. Architectural variations permitted by prior owners, by the Sequoyah Square developer or by any other entity before the appointment of the SSHA Board of Directors on April 19, 1984, cannot be used as the basis for approval of a similar new request made since the creation of the Board.

f. Approval and authorization of architectural variations are only granted to unit owners.

2. The Architectural Committee shall consist of at least three and no more than five members, all of whom shall be unit owners and at least one being a member of the Board. Committee members shall be appointed by the President of the SSHA with terms set in a manner to ensure continuity of the committee work. The property manager shall be an “ex officio” member of the committee with voice but without voting privilege. The property manager will also prepare and maintain the minutes and/or records of the committee and act as a focal point for the business of the committee. The responsibilities of the committee are as follows:

a. Developing standards for Board approvals and publishing them to unit owners. Existing standards are shown hereinafter under “Authorized Architectural Standards.”

b. Approving, disapproving or recommending approval or disapproval of requests for architectural variations in accordance with this policy.

c. Maintaining a record of all architectural variation requests, whether approved or not, indexed or files by unit number, date and category.

d. Monitoring any architectural variations or other related actions in conflict with the governing documents and reporting such variations to the property manager in order that proper notification be given to the unit owner and the Board.

e. Investigating any unauthorized or unapproved architectural variation brought to the attention of the committee.

3. Procedures for Seeking Architectural Variation Approval.

a. Requests must be made in writing to the Architectural Committee via the property manager as the committee secretary. If a form has been prescribed for this purpose, it must be used.

b. The request must include all vital information regarding the variation.

c. Variation requests involving the application of paint or other color changes must be accompanied by a paint swatch or sample.

d. A drawing or sketch is desirable and may be required by the committee.

e. The requesting party shall determine if any similar approvals have been granted and/or whether any standards have been adopted and make reference to such approvals and adoptions in the past.

4. Committee meetings may be held at the call of the chairperson but in no event later than 30 days after the receipt of a variation request. Written minutes shall be taken for all meetings held and copies of those minutes, along with any approved or denied applications, must be furnished to the Board expeditiously.

5. Disapprovals made by the committee can be appealed to the Board by a unit owner; however, any decision made by the Board will be final. Disapprovals must be provided to the requester in writing citing the reasons for such disapproval. Requests might be disapproved for the following reasons, among others if applicable:

a. Failure to provide sufficient information to the committee or Board as requested in order to make a reasonable decision.

b. Objection to the site plan, exterior design, appearance of materials, including color, color scheme, finish, preparation and style of architecture.

c. Failure of the request to comply with zoning, building, health or other governmental laws or codes, ordinances or rules and regulations.

d. A determination that the appearance or use of the proposed variations would in the judgment of the committee or Board be incompatible or not harmonious with the general plan or motif of Sequoyah Square.

In the event of a disapproval, the committee or the Board will, if requested and if possible, make a reasonable effort to assist and advise the requester of alternative plans that might be acceptable.

6. Approvals may be granted by the committee provided that:

a. The Board member(s) on the committee concur with the approval.

b. The requested variation is identical or very similar to one or more other request previously approved.

c. The request is for a variation conforming to standards previously set by the committee and approved by the Board.

If a majority of the committee members approve a variation, but the above conditions are not met, the committee shall ask the Board for an approval recommendation. It shall be permitted that another unit owner may appeal the decision to approve to the Board, but the decision of the Board is final.

7. Any unit owner who violates the architectural control policies as provided by the governing documents will be subject to any remedial actions allowed by the governing documents or by law. However, unit owners charged with such violations will be given a reasonable period of time to correct the violation and/or appeal the ruling regarding the stated violation to the committee or Board.

8. Any architectural variation (except for those affecting the use and enjoyment of common elements of other residents) existing on April 19, 1984, (the date the SSHA Board was created) may continue as if they had received Board approval. This special approval only extends to the unit owner as of that date. Such variations must be removed or replaced and the unit restored to its original state, unless a new approval is sought from the committee and/or the Board and subsequent approval is given.

a. Changes to “Grandfathered” variations are not allowed without committee and/or Board approval.

b. Any alteration, addition or improvement once removed may not be replaced except in connection with normal upkeep, care and repair.

c. The care, maintenance and upkeep of the alteration, addition or improvement is the responsibility of the unit owner.

9. Certain architectural variation standards have been authorized by the committee and/or Board. Deviations from these standards are not permitted except through the normal request and approval process.

a. The method and coverings used on the surface of balconies, patios and entryways are subject to approval.

b. Balcony blinds of tan or natural bamboo are authorized.

c. Unit owners may make attachments only to the inside of patio fencing provided the fence is not damaged.

d. Unit owners may install on the outside of patio fencing bordering such units, brass address markers, brackets for flag display and tasteful flower containers.

e. Replacement unit entry doors must be of a solid core six panel configuration, with upper panels being allowed to have four straight edged rectangular glass panes. The doors must be painted in accordance with the approved Sequoyah Square color codes. The door may contain a wide-angled viewing device, a mail slot not exceeding 4" by 12", a handle and/or knob, security bolt locks, a knocker or bell and a brass kick-plate. A storm door in a dark metal color may also be installed.

f. Coverings for electrical equipment at the rear of units are the responsibility of the unit owner as is any needed maintenance and upkeep. Such coverings must consist of treated lumber for exterior use and stained or painted in accordance with the Sequoyah Square color code. Such coverings must be approved by the committee and/or the Board.

g. Replacement windows and doors have been approved for those provided by Sterling Window Systems. Other companies may provide windows and doors, but they must be approved by the committee and/or the Board.