

**RULES AND REGULATIONS
OF THE LAKE JUNALUSKA ASSEMBLY**

**AS ADOPTED BY
THE SOUTHEASTERN JURISDICTIONAL ADMINISTRATIVE COUNCIL
Of The United Methodist Church
(Hereafter called SEJ Administrative Council or SEJAC)
P.O. BOX 67, LAKE JUNALUSKA, NC 28745
November 1996**

The Lake Junaluska Assembly is a religious assembly ground whose charter provides that it was established for the benefit of the United Methodist Church as "a resort for religious, charitable, educational and benevolent purposes...". It is empowered to make rules and regulations by and through its duly elected SEJ Administrative Council. The SEJ Administrative Council is dedicated to the training, edification and inspiration of people who are interested in and concerned with Christian principles and concepts.

NOW, THEREFORE, pursuant to the power granted in the charter and the conditions, covenants, and restrictions set out in the deeds from Southeastern Jurisdictional Administrative Council and its predecessor, Southern Assembly, and the power reserved in said deeds, the following rules and regulations are hereby adopted by the SEJ Administrative Council. They shall be binding on the owners of all property located within the Lake Junaluska grounds, or any visitors using the common areas or facilities of the Lake Junaluska Assembly grounds to-wit:

1. Each owner shall strictly comply with all of the conditions, agreements, restrictions and covenants set out in the deeds from Southeastern Jurisdictional Administrative Council, a copy of which is attached hereto and by reference made a part hereof. NOTE: Owner should especially note the "FOURTH" paragraph therein.
2. Each owner shall pay annually a SERVICE CHARGE in an amount fixed by the SEJ Administrative Council for police protection, street maintenance, street lighting, drainage maintenance, administrative costs and upkeep of the common areas.
3. Each owner shall pay each year a GROUND'S FEE as fixed by the SEJ Administrative Council which shall entitle the family to all activities sponsored by Lake Junaluska except those termed "SPECIAL" where an additional charge beyond the grounds fee is required.
4. Each owner shall see that all of the owner's invited guests and lessees of the owner secure a "grounds pass" during their stay in the months of June, July, and August.
5. All property shall be kept neat and clean. FAILURE TO KEEP PROPERTY NEAT AND CLEAN-For turf grass lawn areas this is interpreted as meaning the lawn area hasn't been mowed in 30 days or it exceeds 9 inches in height. For unimproved areas it is interpreted to mean that the vegetation & debris shall be maintained to prevent a fire hazard and to eliminate habitat for rodents, snakes or other undesirable wild animals. Buildings shall be kept in proper repair. The exterior areas of any residence shall not be used for long term storage of appliances or upholstered furniture, except if specifically designed for exterior use. Upon discovery of any such failure, written notice shall be given to the owner. If after proper written notice is given and 15 days to respond to such notice passes, and the owner still fails to maintain his property in a neat and clean condition, the SEJ Administrative Council may cause the property to be cleaned and the owner thereof shall be responsible for the charges. Exception- In any case where such condition is considered to be a public health hazard, the written notice and waiting period may be waived to protect the public. In such case the owner shall still be responsible for any charges associated with such clean-up. In any case where the owner fails to pay for the clean-up

of said property, such charges shall be subject to late fees and shall be added to the annual service charge for said property.

6. When an owner desires to sell property located on the Lake Junaluska grounds, the owner must notify the office of The Director of Residential Services that the property is for sale in order that the conditions and restrictions in the deed may be enforced and so that the prospective owner may be made aware of the rules and regulations relative to those who own property on Lake Junaluska ground.
7. Prior to a structure being placed on a lot or before additions or changes to existing structures are made, the owner shall submit plans thereof to the office of the Director of Residential Services for approval or disapproval as provided in Exhibit "A" hereto attached and by reference made a part hereof. All new construction, either as a new structure or as an addition to an existing structure, shall be subject to a Road Impact Fee. This fee shall be assessed on a square footage basis, with different fees charged for heated and unheated portions (includes basements, garages and unfinished domicile space) as well as un-enclosed spaces (porches, decks, steps and carports) of the construction. Such fees shall be set annually. As of 9-15-99 the fees are as follows:

Heated Floor Space- \$0..20 per square foot
Unheated Floor Space \$0.15 per square foot
Unenclosed Floor Space- \$0.10 per square foot

All such fees shall be specifically set aside for future repairs to be made to the road system.

8. No hog, chickens, horses, cattle or other livestock shall be kept on the premises and no buildings or stables for housing the same shall be erected thereon.
9. For the safety of the general public, when dogs are in the common areas the owner shall keep them on a leash which is no longer than 5 feet in length. In addition the owner shall be responsible for cleaning up any dog feces their dog produces. On private property, dogs shall be kept on a leash or properly enclosed in pens at all times. If the owner fails to do so, the SEJ Administrative Council shall have the right to have the dog picked up and impounded. Moreover, no pets shall be kept or maintained on the property so as to cause a nuisance and disturbance to other lot owners.
10. Trailers, mobile homes or recreational vehicles must be parked in designated Lake Junaluska parking areas only. No such vehicles shall be used for rental purposes.
11. No boats using gasoline or diesel fuel will be allowed on the waters of the lake, and no structures shall be built on the lake front except SEJ Administrative Council facilities.
12. Homes unable to receive cable service for TV may request permission to install a satellite dish on their property. An on site visit by a designated Lake Junaluska Assembly official and an agreement by both parties as to type and location of the dish is required before installation.
13. No alcoholic beverages, drugs or controlled substances as defined and set forth under Chapter 90, Article 5 of the General Statutes of North Carolina (excluding drugs prescribed by a physician for the person in possession thereof) are to be allowed on the property owned or controlled by the SEJ Administrative Council.
14. All motor vehicles parked within the confines of the Lake Junaluska Assembly, either on private property or in common areas, shall be required to have valid license plates and any

applicable inspection sticker. Vehicles which don't meet these requirements shall be considered a nuisance vehicle and written notice shall be provided to the owner thereof. The owner of such nuisance vehicle shall have 30 days to correct the situation by either proper licensing, or by removal of the vehicle from within the confines of The Lake Junaluska Assembly Grounds. If at the end of 30 days no action has been taken to correct the problem The Southeastern Jurisdictional Administrative Council shall have the vehicle impounded, and all cost associated with this action shall be charged to the owner of the vehicle.

15. Persons using the common areas shall wear attire which is appropriate for the occasion. Clothing which displays any offensive or profane pictures or symbols, or offensive or profane written language shall be considered inappropriate. Shirts must be worn at all times when walking or jogging in the common areas.
16. Roller blades, roller skates and skate boards shall be allowed only in areas designated. They shall not be allowed in any roadway, sidewalk, parking area or other paved areas in the common areas.
17. In all areas where side walks or footpaths are provided pedestrians shall be required to use them. In those areas where there are no such separate facilities, pedestrians shall walk facing traffic.
18. Bicycles or other operator powered wheeled vehicles shall not be allowed on sidewalks. Such vehicles (except those addressed in item 16 above) shall be ridden in the roadway, and operated so that the vehicle flows with traffic, not against it. Exceptions to this rule shall be made to accommodate persons with handicapping conditions and for young children on tricycles or bicycles with training wheels, when the child is accompanied by an adult.
19. With the exception of those Golf carts operated by the Lake Junaluska Golf Course on their facility, or any golf cart operated by a SEJAC employee or contractor in the maintenance operations of the grounds, Golf carts shall be operated only in areas designated for motor vehicles. No golf carts shall carry more persons than can be properly seated in the vehicle. Golf carts shall be properly lighted if operated on the roads after dark.
20. Trash receptacles are provided at convenient locations throughout the grounds, and all persons are expected to use them to dispose of any trash.
21. Organized sporting events shall secure written permission from a designated representative of SEJAC prior to scheduling any event. Such events shall be subject to such special stipulations deemed necessary by said designated representative.
22. These rules & regulations are intended to be readily available to the public, and all persons using common areas are expected to abide by these rules .

NOTE: The following is not a rule or regulation, but SEJ Administrative Council does recommend that trees not be planted on any lot which will obstruct the view of the lake or the mountains by the various property owners. Moreover, the cooperation of the property owners is requested for the purpose of trimming trees which obstruct the view of a neighbor.

EXHIBIT A

RESTRICTIONS IN STANDARD DEED FROM SEJ ADMINISTRATIVE COUNCIL ARE AS FOLLOWS:

This deed is executed by the Grantor and accepted by the Grantee, SUBJECT to the following conditions, agreements, restrictions and covenants, which it is expressly agreed shall attach to and run with said lands and premises into whosoever hands it may or shall hereafter come to pass, and shall be binding upon all owners and occupants thereof, to-wit:

First: That the town in which said land is located called "Lake Junaluska" is a community, the aims, objects, and purposes of which are health, rest, recreation, Christian work and fellowship, missionary and school work, and other operations auxiliary and incidental thereto.

Second: That said lands shall be held, owned, and occupied subject to the provisions of the charter of the Grantor, and all amendments thereto, heretofore, or hereafter enacted and to the by-laws and regulations, ordinances and community rules which have been, or hereafter may be, from time to time, adopted by Grantor, and its successors.

Third: That Grantee will not knowingly rent or lease said lands and premises to any person or persons whose moral character is such as to injure and damage the interest of said community, nor rent or permit the same to be used or occupied for any purpose dangerous, injurious, or harmful to the best interests of said community.

Fourth: In order to carry out the aims, objectives and purposes for which SEJ Administrative Council was organized and to maintain a community whose aims, objectives and purposes are compatible with those of Grantor, the Grantee, his heirs and assigns, and any future owner of the land herein described, agree that if they desire to sell said land, the Grantees, his heirs and assigns, and any future owner of said land shall first offer Grantor the OPTION TO REPURCHASE said land on the same terms and at a price no higher than the lowest price the Grantee/owner is willing to accept from any other bona fide purchase. The OPTION TO REPURCHASE shall be in writing and shall set forth the terms and the price at which said property is being offered for sale. The Option shall be delivered to the Executive Director of the Grantor (or to any other officer of Grantor designated to receive said Option) at the principal office of SEJ Administrative Council, Lake Junaluska, North Carolina. Grantor shall have thirty days from the actual receipt of the Option in which to exercise the Option or to decline to exercise the Option.

If Grantor declines to purchase the property on terms and for the price set out in the Option, the Grantee, his heirs and assigns, may sell the property herein described to any other purchaser provided that the terms and price are the same for which the property was offered for sale to the Grantor. If the Grantee, his heirs and assigns, sells said property on the same terms and for the same price it was offered to the Grantor, then Grantee, his heirs and assigns, shall notify Grantor in writing of the name and address of the purchaser and shall certify to the Grantor that the terms and purchase price were the same as those set out in the Option to Repurchase previously given to the Grantor.

The Grantee, his heirs and assigns, shall have the right to execute a mortgage, deed of trust, or other security instrument on the land herein described without the joinder of the Grantor. The execution of such a security instrument shall not be deemed a sale. In the event of a foreclosure sale under a security instrument, the purchaser thereat shall take subject to all of the terms and conditions herein set out.

The Grantor shall have the right to waive the Option to Repurchase by and through its Executive Director or any other officer of the Grantor designated to waive said Option.

And Furthermore, it is expressly stipulated and covenanted between the Grantor and the Grantee, his heirs and assigns, that in the event of sale of the said lands, the deed of bargain, sale and conveyance from Grantee, his heirs and assigns, to the purchaser of said lands shall contain the following language:

“TO HAVE AND TO HOLD, subject to all the conditions, covenants and stipulations set forth and mentioned in a deed executed by the Southeastern Jurisdictional Administrative Council, to

and duly recorded in the Office of Register of Deeds of Haywood County, North Carolina, in Record of Deeds No. _____ on page _____ and the land herein conveyed shall be owned and held subject to all stipulations and covenants contained in the last mentioned deed.”

Fifth: That expressly stipulated and covenanted between the Grantor and the Grantee, his heirs and assigns, that the by-laws, regulations, community rules and ordinances heretofore or hereafter adopted by the said SEJ Administrative Council, shall be binding upon all owners and occupants of said lands as fully and to the same extent as if the same were fully set forth in this Deed, and all owners and occupants of said lands and premises shall be bound hereby.

Sixth: That the said Grantor expressly reserves to itself the fee in all the avenues, streets and alleys of its property, as designated on the map of the same, recorded in the Office of Register of Deeds of Haywood County, North Carolina, with the right to lay railway tracks, sewer, gas, and water pipes; to erect telegraph, telephone and electric light poles and wires, and for such other reasonable purposes as may seem necessary. The right is also reserved to lay sewer and water pipes, telegraph, telephone and electric light poles and wires along the dividing line of lots.

The right is also reserved to sell or to use for its own purpose any part of the land designated on the aforesaid map as “Reserved”.

Seventh: That there shall not at any time be more than one residence for every 60 feet of frontage of said lot, as shown on the aforesaid map, recorded in the Office of the Register of Deeds of Haywood County, North Carolina; that all plans for dwellings or residences, or outbuildings built upon said land must be approved by the Executive Director/or Associate Executive Director, or by a Building Inspector appointed by the Board of Directors of SEJ Administrative Council, to pass upon said plans; that no dwelling, residences, or other building, shall be erected upon the land at a distance of less than 20 feet from the street line; provided, however, that this shall not apply to any steps or porches, which may be attached to a dwelling or residence, upon said land; that no residence, or dwelling or other building shall be erected on said land at a distance of less than 10 feet from side property lines of said land, provided that no outbuildings or any part thereof shall be erected on any corner lot at any point nearer than 10 feet of the cross street; that no horses, mules, oxen, cows, goats, etc., shall be kept upon said land, nor shall any stables or buildings for housing livestock be erected upon said land; that the property shall be used for private residence purposes only, and that nothing shall be sold on the premises and no boarding house or hotel run or maintained without a license from the Board of Directors of SEJ

Administrative Council. No intoxicating liquor or beverages shall be manufactured or sold on said premises.

No house trailer, temporary living quarters, mobile homes, or movable or portable dwelling shall be placed or permitted to remain on the property.

It is agreed, however, that any or all of the restrictions contained in this paragraph Seventh may be modified by the SEJ Administrative Council when it shall be evident that such modifications will not be inimical to the best interest of SEJ Administrative Council.

In the event that the Grantee, his heirs and assigns, shall violate any of the conditions and restrictions set forth in this deed, then the owners of the said property shall be subject to such fines and penalties as may be imposed by the SEJ Administrative Council, Inc. or their successors in office, which said fines and penalties, together with any unpaid charges or assessments levied by the Board of Directors of the SEJ Administrative Council, Inc., pursuant to the Rules and Regulations or otherwise, shall be a specific lien against the said property, until paid, and the collection thereof, may be enforced by the sale of said property after advertisement of the time and place of said sale for not less than thirty days in some newspaper published in Haywood County, and notice to the owner when his residence is known; and all the actual costs incident to such sale shall be charged against said property. The remedies for a violation of the condition and restrictions set out herein shall be in addition to such other remedies as are provided by law.

PLEASE SIGN THIS FORM AND RETURN IT DIRECTLY TO THE OFFICE OF THE EXECUTIVE DIRECTOR OR HIS DESIGNEE.

I have read the foregoing rules and regulations and in accepting a deed to property on the grounds of the Lake Junaluska Assembly, agree to be bound thereby; to the extent they are not superseded by applicable local, state, or federal regulations.

****ALL SIGNATURES MUST BE NOTARIZED****

BUYER _____ (seal) Date _____

Driver's License # _____

Social Security # _____

Permanent Address _____

BUYER _____ (seal) Date _____

Driver's License # _____

Social Security # _____

Permanent Address _____

NOTARY:

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me this ____ day of _____, 2_____.

_____ (seal)

Notary Signature

My commission expires _____.