



**Pine Mountain Estates  
Property Owners Assoc., Inc.**

# Environmental Control Guidelines

Contains Policy and Procedures

For Property Owners of

Pine Mountain POA, Inc.

Approved  
by  
Pine Mountain POA, Inc.  
Board of Directors

February 28, 2019

2885 Pine Mountain Drive,  
Connelly Springs, NC 28612  
Phone 828-437-4894  
Fax 828-438-1583

## Table of Contents

	Page #
Overview	3
Definitions	3
Environmental Control Committee (ECC)	4
General Information	5
- Application	
- Review of Projects	
- Construction and Timeline	
Maintaining Personal Property	7
- Exterior Maintenance	
- Assessment of Cost	
- Access at Reasonable Hours	
General Reservations/Guidelines	7
Selling/Purchasing a Unit of PMPOA Property	11
- First Refusal Purchase Option	
- Survival of Declaration	
Adding Additional Land to Existing PMPOA Properties	11
Association's Further and Additional Properties / Right to Easement	12
Ways of Access; Reservations and Limitations	13
Village Commons Area Specifically	14
Single Family Residential Lot Area Specifically	18

## Overview

**Mission:** Pine Mountain Property Owners Association, Inc. is dedicated to the safety and well-being of all residents while offering a uniquely challenging, family oriented, golf experience to all guests and members.

The Pine Mountain Environmental Control Guidelines has been developed to provide general guidelines about our policies and procedures for all Pine Mountain property owners. It's a guide to assist you in becoming familiar with the portion of Pine Mountain's Covenants and Restrictions that are pertinent to owning, caring for, building, improving and maintaining any lot within Pine Mountain, Property Owners Association, Inc. boundaries.

Pine Mountain POA, Inc. (PMPOA) will provide each individual a copy of this Environmental Control Guidelines upon request. All members are expected to abide by it.

## Definitions:

1. Country House: A Single Family Attached Dwelling located upon a Country House Unit Site and attached to one or more like structures.
2. Country House Inside Unit Site: A Country House Unit Site having more than one boundary, wholly or partly adjacent to or contiguous with the boundary of one or more other Country House Unit Sites and having less than two (2) connected boundary lines that are not wholly or partly adjacent to or contiguous with another Country House Unit Site.
3. Country House Outside Unit Site: A Country House Unit Site either having not more than one boundary, wholly or partly adjacent to or contiguous with the boundary of another Country House Unit Site or having at least two (2) connected boundary lines that are not wholly or partly adjacent to or contiguous with a boundary of another Country House Unit Site.
4. Country House Unit Site: A numbered parcel of land consisting of not less than 2,000 nor more than 2,500 square feet, more or less, of horizontally measured ground space within a closed boundary and lying within the boundaries of a Village, said parcels to be grouped in Clusters of not less than three (3) nor more than six (6) parcels and upon which no structure other than one Country House shall be constructed.
5. Cluster: A group of not less than three (3) nor more than six (6) adjoining or connected Country House Unit Sites.
6. Common Unit Wall: That part of the wall of a Country House constructed on a Country House Unit Site adjacent to, contiguous with, or forming a common wall of a Country House constructed on an adjacent Country House Unit Site. The side walls of a Country House shall extend to and be situate at or upon the side lines of the Country House Unit Site upon which the same shall be constructed and, to the extent that any such side wall shall be adjacent to or contiguous with one or more other Country Houses, or shall form a common structural wall with one or more other adjacent and contiguous Country Houses, said side wall or side walls, which ever shall be applicable, shall constitute a Common Unit Wall.

7. Improvements: Anything of any kind of nature whatsoever built, constructed or placed upon the PMPOA Properties and subject to this Declaration, including, but not being limited to, Single-Family Detached Dwellings, Country Houses, fences, walls, driveways, parking areas, retaining walls, permitted out-buildings, and every and singular structure, material, or device of every kind and nature, whether or not herein defined and specified.
8. Lot: A numbered, lettered, or combination of numbered and lettered parcel of land lying within the boundary of a subdivided area of PMPOA Properties as shown on any recorded subdivision map of PMPOA Properties identified as a numbered or named PMPOA Properties "Section," provided, however, that this definition shall not, in any event, apply to a "Country House Unit Site" or any area within a "Village" or hereinafter defined, or to a parcel subject to a supplemental Declaration.
9. Single Family Attached Dwelling: A residential dwelling, attached to one or more other buildings, of a like nature, for use and occupancy by one or more persons each related to the other by blood, marriage or legal adoption or by not more than three (3) persons not so related, together with domestic employees, and such persons maintain a common and singular household in such dwelling.
10. Single Family Residential Lot: Any Lot (as defined by (6) (above designated upon any recorded subdivision Plat of the PMPOA Properties (or as may be so designated by this Declaration or any supplement hereto) unless identified to the contrary upon the Plat or by supplement hereto.
11. Single Family Detached Dwelling: A residential dwelling, not attached to any other building, for use and occupancy by one or more persons each related to the other by blood, marriage, or legal adoption or by not more than three (3) persons not so related, together with domestic employees, and such persons maintain a common and singular household in such dwelling.

## Environmental Control Committee

1. All references herein made to the Environmental Control Committee (hereinafter called ECC) shall mean the Environmental Control Committee established pursuant to Part 4, Article I, of Pine Mountain Property Owners Association, Inc.'s (PMPOA) Declaration.
2. In all respects, the provisions of said Part 4, Article I shall prevail in relation to these General Covenants and Conditions; in the event of conflict between these General Covenants and Conditions, Part 4, Article I, shall control.
3. In no event shall any improvement (*Anything of any kind of nature whatsoever built, constructed or placed upon the PMPOA Properties and subject to this Declaration, including, but not being limited to, Single-Family Detached Dwellings, Country Houses, fences, walls, driveways, parking areas, retaining walls, permitted out-buildings, and every and singular structure, material, or device of every kind and nature, whether or not herein defined and specified.*) be commenced, erected, placed or maintained upon the PMPOA Properties without prior compliance with the provisions of Part 4, Article I.

## **General Information**

**Application.** The Protective and Restrictive Covenants and Conditions set forth shall apply to all of the PMPOA Properties which are subject to PMPOA's Declaration. They shall further apply to all future additions (Additions to Existing PMPOA Properties) to the PMPOA Properties made subject to the Declaration unless the Association shall specifically except from the application of these Protective and Restrictive Covenants and Conditions said additions or any portion thereof under the express terms of the Supplemental Declaration by which said additions are subjected to this Declaration or by exception noted on the face of a recorded map of such additions.

Application of these Protective and Restrictive Covenants and Conditions to various parts, portions, sections, subdivided areas and to any of the PMPOA Properties and Units subjected thereto shall accord with the uses and dedications indicated upon the recorded map thereof and the Supplemental Declaration pertaining thereto, and shall be so construed as to conform with the general plan, design, use, ownership, and occupancy of the PMPOA Properties in context with this entire Declaration.

### **Review of Projects:**

All improvements of any kind, whether built, constructed or placed within the property lines of Pine Mountain POA, Inc. (PMPOA) must follow all guidelines established within the PMPOA Covenants and Restrictions. All improvements of any kind include all single-family homes, townhouses, family dwellings, fences, walls, driveways, parking areas, retaining walls and permitted out-buildings.

1. Plans and specification to all structures must include: material, devices, when the project is expected to start, be created, location of placement must be submitted to the Environmental Control Committee (ECC).
2. All exterior changes, including additions or alterations are to be included showing the nature, kind, shape, height, materials and location.
3. Must show harmony of external design, location in relation to surrounding structures and topography and conformity with such dimensional or exterior appearance.
4. Owner shall pay a reasonable fee for the examination of said plans and specifications.
5. In the event the ECC fails to approve or disapprove such design and location within 45-days it becomes an automatic approval and all requirements will be considered fully complied.
6. The functions herein specified may be delegated to the Board of Directors.

### **Construction and Timeline:**

It shall be the duty and responsibility of the Association to inquire into and report to the Association Board of Directors all infractions of PMPOA's Declaration as the same may relate to the health, welfare, protection of property values and integrities, and enjoyment of Common Properties by owners of any Unit of PMPOA Property, and to further oversee the protection and preservation of the Common Properties, Common areas, and Greenways. If it shall be determined by said Board, upon due inquiry made and facts ascertained, that any Owner, Member or Associate Member has substantially violated the Declaration to the detriment of the PMPOA Properties and Owners thereof, the Board shall have

authority to (a) suspend the violator from all Association rights and privileges; or (b) enjoin the violator, on behalf of all PMPOA Property Owners, from further violations and seek to force compliance with said Declaration; (c) or pursue both of said remedies.

Construction of Buildings: The contractor, builder, person or entity constructing a building of any kind whatsoever upon the PMPOA Properties shall, prior to beginning the construction of any such building, furnish to the ECC satisfactory proof that builder's risk insurance and worker's compensation insurance, if applicable, will be in effect for the construction period. If the Owner is his own builder, he shall furnish to the ECC such credit information and proof of financial ability to complete the building within the time requirements of these General Covenants and Conditions as shall be required by the ECC. In such case, the Owner shall also furnish to the ECC proof of builders' risk insurance and, if applicable, worker's compensation insurance to be in effect for the construction period.

Time for Completion of Buildings. Commercial structures, Single Family Detached structures and Village Country House structures shall be completed according to plans and specifications, both as to exterior and interior, within such time as shall be fixed by the ECC when the plans and specifications for the particular structure are approved by the ECC.

The following shall apply to the construction of a Single Family Detached structure as well as garage and outbuildings permitted:

1. The exterior of any Single Family Detached structure, garage, or outbuildings permitted which shall be erected upon any Lot of the PMPOA Properties covered by these Protective and Restrictive Covenants and Conditions shall be completely finished within 6-months of the date of the start of construction.
2. The interior of any Single Family Detached structure, garage or outbuildings permitted, which shall be erected upon a Lot of the PMPOA Properties covered by these Protective and restrictive Covenants and Conditions shall be completely finished within 12-months following the start of construction.

The contractor, builder or Owner will submit all structures to inspection by the ECC as shall be required to determine compliance with completion dates as herein provided or as may be provided by the ECC. In the event of non-compliance with completion dates as herein provided, the Association shall have the right, but not the obligation, to hire a contractor and/or contractors to perform the work and furnish the materials necessary for compliance therewith, and the particular party acting shall bill the Owner for the amount expended plus 10% for administration. In the event the Owner does not pay same, the Association, as the case may be, shall have the legal right to file a statutory lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges, legal fees, and court costs shall be paid over to Owner.

## **Maintaining Personal Property**

### **Exterior Maintenance**

If a property owner of any Unit of PMPOA Property shall fail to properly provide for exterior maintenance as to buildings or grounds, the Association may, but shall not be obligated to do so, provide exterior maintenance as follows: paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

### **Assessment of Cost.**

The cost of such exterior maintenance shall be assessed against the PMPOA Property owner upon which such maintenance is done and shall be added to and become a part of their annual assessment or charges to which such Unit of PMPOA Property is subject under PMPOA's Declaration. As part of such annual assessment or charge, it shall be a lien, subject, however, to lien by reason of a first mortgage or first deed of trust and shall become due and payable in all respects as provided for payment of assessments in PMPOA's Declaration.

### **Access at Reasonable Hours.**

For the purpose, solely of performing the exterior maintenance authorized by PMPOA's Covenants and Restrictions, the Association through its respective duly authorized agents or employees shall have the right, after reasonable notice to the Owners, to enter upon any Unit of PMPOA Property or exterior of any structure at reasonable hours on any day except Sunday.

## **General Reservations/Guidelines**

### **The General Protective and Restrictive Covenants and Conditions.**

The General Protective and Restrictive Covenants and Conditions (hereinafter called "General Covenants and Conditions") which shall be applied to all PMPOA Properties:

1. Construction of Buildings: The contractor, builder, person or entity constructing a building of any kind whatsoever upon the PMPOA Properties shall, prior to beginning the construction of any such building, furnish to the ECC satisfactory proof that builder's risk insurance and worker's compensation insurance, if applicable, will be in effect for the construction period. If the Owner is his own builder, he shall furnish to the ECC such credit information and proof of financial ability to complete the building within the time requirements of these General Covenants and Conditions as shall be required by the ECC. In such case, the Owner shall also furnish to the ECC proof of builders' risk insurance and, if applicable, worker's compensation insurance to be in effect for the construction period.
2. Time for Completion of Buildings: Commercial structures, Single Family Detached structures, and Village Country House structures shall be completed according to plans and specifications, both as to exterior and interior, within such time as shall be fixed by the ECC when the plans and specifications for the particular structure are approved by the ECC.

3. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be placed or used on any Lot at any time as a residence, either temporarily or permanently.
4. Land Near Water, Golf Courses or Recreational Plots. No building shall be placed nor shall any material or refuse be placed or stored upon any Lot or Village Interest within 50-feet of the property line of any open Water Course or stream, or within 20-feet of the property line of any Golf Course or Recreational Plot. Clean fill may be placed nearer to the property line in the event the written permission of the ECC is first obtained. The decision of the ECC as to the permission aforesaid and the limitations thereof shall be final and conclusive.
5. Electrical Wiring and Plumbing. Electric wiring and plumbing installed in any structure erected upon the PMPOA Properties shall be in accordance with standards prescribed by the ECC, and, in no event shall such standards be less restrictive than those provided by the Federal Housing Administration.
6. Sewage Disposal. No privately-owned sewage disposal system shall be permitted upon any Unit of PMPOA Property unless the Association has indicated it will not make its sewer system available, and then not unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the North Carolina Health Department and approved by the ECC.
7. Water Supply. No privately-owned water disposal system shall be permitted upon any Unit of PMPOA Property unless the Association has indicated it will not make its sewer system available, and then not unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the North Carolina Health Department and approved by the ECC.
8. Outbuildings. Outbuildings or accessory buildings, such as a garage, servants quarters or guest house, may be permitted on Lots upon which a Single Family Detached Dwelling has been constructed or is under construction, provided the building and/or buildings are occupied by servants employed on the premises or by guests, and are not occupied otherwise as rental units by non-servant or non-guest occupants, and provided the ECC has approved the design, plans, specifications, and other details of such buildings. (See Single Family Residential Lots for additional information.)

Outbuildings or accessory buildings permitted upon lots upon which there is constructed a commercial building shall be entirely within the discretion of the ECC.

9. Parking. No vehicles shall be parked on or alongside any road or street or any other way of access or within the right-of-way limits of the same.
10. Signs. All signs are prohibited on PMPOA Properties unless approved by the ECC. Signs can be classified as: yard sale, for sale, to rent, advertisement, etc. When applying for a sign permit insure to include: size (dimensions), wording, colors and placement within the property line.
11. Model Houses and Country House Units. No provision of these Protective and Restrictive Covenants and Conditions shall preclude the Association, in furtherance of its sales program,



- from erecting and maintaining Model Houses upon Lots and Country House Units upon Country House Unit Sites and appropriate other Model Structures upon other Units of PMPOA Property.
12. Businesses Prohibited in Residential Areas. Except for the business of the Association in furtherance of its sales program, the practice of any profession or the carrying on of any business is prohibited upon a Unit of PMPOA Property. This shall not apply to areas designated upon a recorded map as Commercial or Commercial Lots.
  13. Easements. Easements for installation and maintenance of utilities, service, and drainage facilities are reserved in the Declaration and will be reserved in any Supplemental Declaration, either by definition and declaration or by indication upon any recorded subdivision plat of the PMPOA Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, services, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements. The easement area of each Unit of PMPOA Property and all improvements in it shall be maintained continuously by the Owner of the Unit of PMPOA Property except for those improvements for which the Association, a public authority, or utility company is responsible. Easements along or parallel to adjoining interior Lot lines may be waived by the Association.
  14. Nuisances. No obnoxious or offensive activity shall be carried on upon any Unit of PMPOA Property or other area by whatsoever name or designation called within the PMPOA Properties.
  15. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion or part of the PMPOA Properties, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.
  16. Garbage and Refusal Disposal. No part or portion of the PMPOA Properties shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a clean and sanitary container and shall not be burned. Disposition of same shall be prompt. Said containers shall be screened, concealed and maintained out of general view in such manner as the ECC shall direct.
  17. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any part or portion of the PMPOA Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted thereupon. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any of said PMPOA Properties.
  18. Fences. All property lines shall be kept free and open, and no fences, hedges, or walls shall be constructed except as permitted by the ECC.
  19. Prohibitions Against Used Structures. No structure which has theretofore been in use elsewhere or is constructed of used materials shall be placed upon any Unit of PMPOA Property.
  20. Sewer System and Charges. When the Association makes its sewer system available to any Unit of PMPOA Property, Owner shall connect to the same for sewer disposal purposes and shall utilize no alternative sewer disposal system. In such event, Owner shall, as a condition of the approval of his plans and specifications for construction, pay to the Association the sewer connection fee then in effect as established by the North Carolina Utilities Commission. Sewer

use rates shall be established by the North Carolina Utilities Commission under and pursuant to the North Carolina Public Utilities Law.

21. Water System and Charges. When the Association makes its water system available to any Unit of PMPOA Property, Owner shall connect to the same for water supply purposes and shall utilize no alternative water system. In such event, Owner shall, as a condition of the approval of his plans and specifications for construction, pay to the Association the water connection fee then in effect as established by the North Carolina Utilities Commission. Water use rates shall be established by the North Carolina Utilities Commission under and pursuant to the North Carolina Public Utilities Law.
22. Removal of Trees. No tree over three (3) inches in diameter may be cut down without the prior written consent of the ECC.
23. Limited Access. There shall be no access to any Unit of PMPOA Property on the perimeter of the PMPOA Properties except from designated roads within the PMPOA Properties or from a road over which Declarants, or either of them, partially or wholly control access, or from a public road directly abutting a boundary of the Unit of PMPOA Property.
24. Native Growth. The native growth of any Unit of PMPOA Property shall not be permitted to be destroyed or removed except as approved in writing by the ECC. In the event such is removed, except as stated above, the ECC may require the replanting or replacement of same, the cost thereof to be borne by the Owner of the Unit of PMPOA Property.
25. Letter and Delivery Boxes. The ECC shall determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes in order that the area be strictly uniform in appearance with respect thereto. (Note: All letter and delivery boxes are located at the entrance to PMPOA property and maintained by the Association.)
26. Clothes Lines. Clothes lines or drying yards shall be so located as not to be visible from the street serving any Unit of PMPOA Property.
27. Changes in Elevations. No substantial changes in the elevation of the land shall be made on any Unit of PMPOA Property without the approval of the ECC.
28. Private Swimming Pools. No private swimming pools are allowed to be constructed on any PMPOA Property except as approved by the ECC.
29. Open Fires. No open fires or burning shall be permitted upon any Unit of PMPOA Property.
30. Fuel Tanks. Outside fuel storage tanks shall be buried below grade level or shall be concealed and maintained out of general view in such manner as the ECC shall direct.
31. Notice. Any notice given or required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member, Associate Member or Owner on the records of the Association or the Commons at the time of such mailing.
32. Enforcement. Enforcement of PMPOA's Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or of the right of any Owner to enforce the same.

33. Assignment, Transfer or Conveyance by the Association. The Association reserves and shall have the right to assign, transfer or convey any reservations, rights or obligations of the Association hereunder, and upon such assignment, transfer or conveyance the Association shall immediately be released and discharged as to any and all liability incident to such reservations, right or obligation.
34. Severability. Invalidation of any one of these Protective and Restrictive Covenants and Conditions or any of any portion of this Declaration by judgement or court order shall in nowise affect any other provision, which shall remain in full force and effect.

### **Selling/Purchasing a unit of PMPOA Property**

**First Refusal Purchase Option.** In the event an Owner, of any Unit of PMPOA Property shall offer the same for sale and shall receive a bona fide offer of purchase for the same, said Owner shall first offer the Unit of PMPOA Property for sale to any other party owning a Unit of PMPOA Property adjacent to the Unit of PMPOA Property offered for sale.

In the event none of the parties shall exercise the right to purchase the Unit of PMPOA Property offered for sale within twenty (20) days after the right to purchase is granted, the Owner shall have the right to sell said Unit of PMPOA Property to the person or entity of whom the original offer of purchase was made upon the same terms offered the above designated parties by the Owner.

**Survival of Declaration.** This Declaration and all Parts thereof shall be fully binding upon and enforceable as against any Owner of any Unit of PMPOA Property subject thereto whether said Owner acquires title to the same from some other party.

### **Adding Additional Land to Existing PMPOA Properties**

**Section 1:** Additional lands of the Association, whether now owned or hereafter acquired by it, located in Burke County, North Carolina, or in one or more adjoining counties, may become subject to this Declaration or any portion thereof by the following procedures:

1. A Supplemental Declaration of Covenants and Restrictions (hereinafter called Supplemental Declaration) duly executed by the Declarants, or such of them as shall have an interest therein, shall be filed of record in the office of the Register of Deeds in the county in which the property is located and the property to be added shall be therein described by metes and bounds or by reference to a descriptive map recorded in the same county.
2. By specific reference, the Supplemental declaration of Covenants and Restrictions shall incorporate therein the portion or portions of this Declaration which shall apply to the added properties.
3. Such Supplementary Declaration may contain such complementary additions to or modifications of the provisions set forth in this declaration as may be necessary or proper to reflect the different character or category, if any, of the added properties.

In no event shall any Supplementary Declaration revoke or detract from the covenants of this Declaration as the same shall relate to those PMPOA Properties to which this Declaration is hereinabove made expressly applicable at the original filing.

**Section 2:** No party or parties other than the Association shall have the right to subject additional lands to this Declaration.

## **Association's Further and Additional Properties**

**Reservations as to the Dedications of Further Properties; Application of Restrictive Covenants and Conditions; Right and Easement of Enjoyment in Common Properties:** Notwithstanding any provisions to the contrary that may appear in this Declaration or in any Part thereof, the Association, for itself and its successors and assigns, does specifically reserve the right to dedicate further and additional properties which it now owns or which it may hereinafter acquire to uses and purposes different from those set forth in this Declaration or any Part thereof, including, but not being limited, to areas for Multi-Family Residential Dwellings, various types of Recreational Areas, Subdivided Mobile or Modular Home Parcels, Garden Apartments, Condominiums, Apartments Buildings, Destination Unit Sites, Commercial Sites, Camp Site Areas, Church Sites, Educational Areas, Common Areas or Common Properties other than those specified or defined herein, and such other, further, and additional subdivided or Tract developments and improvements as the Association shall deem to be an appropriate use of its properties.

In the event of such other, further, and additional dedication and development of properties owned or to be owned by the Association lying in proximity to the PMPOA Properties embraced by this Declaration and developed by a common plan or design, the Association does specifically reserve, for itself and for its grantees, assigns, lessees, or successors in interests, the rights and privileges to make use of the ways of access upon the PMPOA Properties and to increase the servitudes upon the easements reserved herein and upon the common properties which shall exist as a consequence of this Declaration or any acts performed thereunder.

The Association, for itself and its interest assigns, grantees, and lessees, as to such further and additional properties, shall have the same rights and privileges as to the common properties and common areas, including, but not being limited to the water and sewer systems, as those properties which shall be and become subject only to this Declaration; provided, however, that those further and additional properties which may hereinafter be dedicated or developed pursuant to this Section 1 shall be subject to such assessments, fees, and charges as the Association shall deem appropriate to assure that such further and additional properties, together with the holders of title thereto, shall bear a proportionate part of the cost and expenses relating to common properties in like manner as the properties and owners of properties subject to this Declaration.

## **Ways of Access; Reservations and Limitations**

Pine Ridge Drive is subject to the right of use and passage by other parties holding title to properties abutting, underlying, or extending into or across the same under and by virtue of ROAD USE

AGREEMENTS heretofore entered into between the Association and various parties owning interests in land abutting, extending into, underlying, or extending across Pine Ridge Drive, all of which ROAD USE AGREEMENTS are duly recorded in the office of the Register of Deeds of Burke County, North Carolina. Under the pursuant to the terms, provisions, and conditions of said ROAD USE AGREEMENTS, the Association has the lawful right to supervise access to and passage upon Pine Ridge Drive as it affects PMPOA Properties subject to this Declaration and has assumed the obligation of improving and maintaining all of Pine Ridge Drive, whether it lies within the boundaries of PMPOA Properties or within boundaries of properties owned by other parties. The ROAD USE AGREEMENTS to which reference is herein made are recorded in the office of the Register of Deeds of Burke County, North Carolina, and the attention of purchasers and prospective purchasers of any property or interest therein covered by this Declaration is specifically called to the same: Book 430, page 385; Book 426, page 275; Book 426, page 269; Book 426, page 257; Book 430, page 467; Book 426, page 263; Book 426, page 281; Book 426, page 293.

As of the date of this Declaration, holders of title to one certain tract of property lying within the PMPOA Properties and the holder of title to a tract of property lying to the east of the PMPOA Properties have a right of access in and over ways of access by the most direct route to their respective properties.

-----

***Part 1, Article VI: Utility and Service Easement: (excerpt)***

The excerpt below was taken directly from Pine Mountain POA, Inc.'s Covenants and Restrictions. Replace the reference of "the Developer" to the Association.

Developer: *South Mountain Properties, Inc., a North Carolina Corporation. As of the date of adoption of these Amendments, as constitutionally permitted, Section 11 shall be deleted. Said adoption officially was executed on Thursday, April 7, 1994, and said section is officially deleted. Any other reference, herein, to "developer" is no longer recognized, except for the sake of "reference."*

***Article VI***

**Utility and Service Easement**

**Section 1:** Reservations of Utility and Service Easements: For the erection, installation, construction, maintenance, and use of:

1. Overhead and underground electrical wiring, community television transmission cables, telephone wire and cables, and supporting poles and towers for such wires and cables;
2. Drainage lines, ditches, swales, and structures;
3. Sewer system, mains and lines;
4. Water system, mains and lines

5. Other utilities and services accruing to the benefit of the PMPOA Property or any portion thereof, the Developer, for itself and for its successors or assigns, hereby reserves a general, perpetual, alienable, assignable, and releasable easement, right-of-way, and privilege of entry in, over, under and upon:
  - a. All Village Commons property, common properties, common areas, and greenways; and
  - b. A ten (10) foot strip along the interior of all lines of each lot within the PMPOA Property, ten (10) foot strip to lie parallel to the interior lines of each lot; and
  - c. A twenty (20) foot strip of land immediately adjacent to the high-water lines or embankments of all lakes and open water courses and streams, whether or not within Lot lines, together with the right and easement to enter upon the same for purposes of dredging or removing accretions from water courses or streams.

**Section 2: Right of Release and Alienation:** The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements, and rights referred to in Section 1 with the understanding, however, that the Developer will make such utility easements available to the Association for the purpose of installation of water lines and other water installations and sewer lines and other sewer installations and/or in addition, will also make such utility easements available to the Association for any other utilities which the Developer and/or Association shall agree upon, and for which the Association shall have assumed the responsibility for obtaining additional easements in order that utilities other than sewer and water may be installed.

Such utility easements shall be made available to the Association without cost to it.

The Association and the owners of Units of PMPOA Property, other than the Developer, subject to the privilege, rights, and easements referred to in this Section 1, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities place on, in, over or under the property which is subject to said privileges, rights and easements except that the Association shall own all pipes, mains, lines and other equipment or facilities which pertain to the water system and the sewer system. All such easements, including those designated on any Plat of the PMPOA Properties, not made available to the Association are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns.

The Association shall have the right and authority to waive any easement reserve lying along and parallel to adjoining interior Lot lines.

## **VILLAGE COMMONS AREA**

The following shall apply to the construction of Country Houses upon Country House Unit Sites in Villages (Village Commons Area):

1. The minimum number of adjacent and contiguous Country Houses which may be constructed at one and the same time in a single Cluster (A group of not less than three (3) nor more than six

(6) adjoining or connected Country House Unit Sites) shall be determined in accordance with the following provisions.

2. The exterior of any combination of adjacent Country House Units under construction at one and the same time upon Country House Unit Sites shall be completely finished within 8-months of the date of commencement of construction;
3. The interior of such Country House Units shall be completely finished within 14-months of the date of commencement of construction.

#### **Dedication of Village Commons: Protective and Restrictive Covenants Applicable Only to Villages**

The Dedication of Village Commons and the Protective and Restrictive Covenants and Conditions set forth hereinafter called "Village Restrictions" shall apply only to Villages (as A tract lying within the boundaries of the PMPOA Properties and denominated upon a descriptive recorded map as a named Village within the boundaries of which Country House Unit Sites shall be platted and described) and to Country Houses (A Single Family Attached Dwelling located upon a Country House Unit Site and attached to one or more like structures.), and to the Village Commons (as defined All of the real property located within the boundaries of the Village and not encompassed within the boundaries of Country House Unit Sites situate therein, the same being dedicated to Village Commons Association, Inc. for the use, benefit, and enjoyment of owners of Country House Unit Sites within the Village and being inclusive of any Country House Unit Sites within the Village which maybe dedicated as a part of the Village Commons). These Village Restrictions shall be construed and applied as complementary and in conjunction with the General Covenants and Restrictions set forth in Article I of this Part 5 of the Covenants and Restrictions.

**Dedication of Village Commons.** As to each Village described by recorded Map, all of that certain real estate, exclusive of road and street rights-of-way, located within the boundary of the Village and not encompassed within the boundary of the Village and not encompassed within the boundaries of the collective Country House Unit Sites located therein shall be known as the Village Commons of that Village. The Village Commons of a Village shall further include any one or more Country House Unit Sites that might subsequently convey or dedicate to the Commons for that purpose; in such event, such one or more Country House Unit Sites shall be free and clear of the covenants, restrictions, limitations, reservations, and terms of the Declaration relating to Country House Unit Sites.

The Commons does hereby accept the ownership of the fee interest in and to all PMPOA Properties which is or shall be or become the Village Commons of any and all named Villages subject to the Declaration or any Supplemental Declaration. This dedication and acceptance is subject to (a) the reservations of easements in, over, under and upon the Village Commons properties as set forth in Part 1, Article VI of the Covenants and Restrictions (see below), and as might appear elsewhere in the Declaration, and, (b) the limitation and restriction that the Village Commons of each Village shall be devoted to and utilized for the common and non-exclusive right of enjoyment by the holders of a fee title to the Country House Unit Sites located in that Village; provided, however, that the Commons shall have the right to designate portions of the respective Village Commons properties for use as driveways,

pathways, parking areas, and other purposes serving Country House Unit Sites in that Village and to construct or install upon the respective Village Commons properties such improvements or amenities as it might deem suitable or appropriate for the common use and enjoyment of the holders of fee title to Country House Unit sites in that Village.

**Single Family Country House; Definitions and Application of Village Restrictions.**

Unless indicated to the contrary upon the face of any recorded subdivision Map of PMPOA Properties identified as a Village, a Country House which shall be constructed upon any one Country House Unit Site shall be a Single Family Attached Dwelling (*A residential dwelling, attached to one or more other buildings, of a like nature, for use and occupancy by one or more persons each related to the other by blood, marriage or legal adoption or by not more than three (3) persons not so related, together with domestic employees, and such persons maintain a common and singular household in such dwelling.*) and these Village Restrictions shall apply thereto.

**Village Restrictions:**

1. No Country House Unit Site may be resubdivided or may the fee interest in a Village Commons be partitioned and divided;
2. Exclusive Enjoyment. Each owner of a Village Interest shall, subject to the limitations specified in Part 1, Article V, Section 4 (*Associate Members are limited to entry upon and enjoyment of the Village Commons in the Village wherein they have contracted for purchase of a Village Interest with the exception of private ways of access for vehicles.*), Dedication of Village Commons (above), and in Driveways, Parking Areas and Pathways (below), have a mutual and non-exclusive right of use and enjoyment of the Village Commons within the Village in which such owner owns a Country House Unit Site; the right of use and enjoyment thereof shall extend only to such owners and their invited guests, households, and to their delegees properly qualified pursuant to Part 2, Article IV, Section 4 of the Covenants and Restrictions, Delegation. Any Member or Associate Member may delegate his right of enjoyment to the Common Properties and facilities; however, that right shall be subject to Section 3 of Article IV (Extent of Members' and Associate Members' Easement of the Covenants and Restrictions) and to published rules and regulations of the Association, when construed as if applicable only to a Village Interest and shall be to the exclusion of owners of any other PMPOA Properties.
3. Reservation of Easements. A Village Commons shall be subject to all rights, easements, and reservations set forth in any preceding Part of this Declaration;
4. Common Unit Walls. The side walls of a Country House shall extend to and be situate at or upon the side lines of the Country House Unit Site upon which the same shall be constructed and, to the extent that any such side wall shall be adjacent to or contiguous with one or more other Country Houses, or shall form a common structural wall with one or more other adjacent and contiguous Country Houses, said side wall or side walls, which ever shall be applicable, shall constitute a Common Unit Wall, (*That part of the wall of a Country House constructed on a Country House Unit Site adjacent to, contiguous with, or forming a common wall of a Country House constructed on an adjacent Country House Unit Site, the same being further defined and*



*subject to the conditions and requirements specified in Part Five, Article III, Section 3(d).*

*(Common Unit Walls. The side walls of a Country House shall extend to and be situate at or upon the side lines of the Country House Unit Site upon which the same shall be constructed and, to the extent that any such side wall shall be adjacent to or contiguous with one or more other Country Houses, or shall form a common structural wall with one or more other adjacent and contiguous Country Houses, said side wall or side walls, which ever shall be applicable, shall constitute a Common Unit Wall.)*

Each Owner of a Country House having one or more Common Unit Walls shall own to the center of said wall, whether or not said wall shall lie equally upon either side of the sideline upon or at which the same is situate; and each said Owner shall have and own an easement of support in and to that part of the Common Unit Wall most remote from the interior of that portion of his Country House side wall which forms a part of said Common Unit Wall. In the event a Common Unit Wall does not lie equally upon either side of the side line upon or at which the same is situate, the Owner of the Country House Unit Site upon which the lesser portion of the width of said Common Unit Wall is situate shall have an easement of support in, to and over that portion of the adjacent Country House Unit Site extending from the common sidelines to the center of said Common Unit Wall;

5. Construction Limitations. No Country House shall be built and constructed upon any Country House Unit Site except in accordance with plans and specifications provided by the Association, with such changes or modifications as may be approved by the ECC.
6. Ownership of Village Interest; How Determined. Each holder of the fee title to a Country House Unit Site shall, subject to the limitations and reservations recited in Exclusive Enjoyment above, have a right of use and enjoyment in and to the Village Commons of the Village in which his Country House Unit Site is situate. The total property interest of such owner, consisting of fee title to a Country House Unit Site and the right of use and enjoyment of the Village Commons, shall constitute a singular Village Interest.
7. Rules and Regulations. The use and enjoyment of the Village Commons shall be subject to such rules and regulations as shall be from time to time adopted by the Commons and by the Village Division having jurisdiction over the singular Village to which its rules and regulations might apply;
8. Improvements. Except as shall be approved by the ECC, no improvements other than Country Houses meeting the requirements of (e) above, installations by the Commons pursuant to Dedication of Village Commons paragraph above, and pathways, and ways of access and parking areas serving Country Houses shall be constructed or placed upon any part or portion of a Village.
9. Alternation of Appearance. The exterior appearance of a Country House shall not be altered or changed in any manner without written approval of such alteration or change given by the ECC;
10. Driveways, Parking Areas, and Pathways. Each owner of a Country House Unit Site shall have a perpetual right-of-way and easement in, over, and across the Village Commons comprising a

part of the Village in which his Country House Unit Site is located with respect to the pathways and motor vehicle driveway and parking area providing access and service to his Country House Unit Site. The location and area to be utilized by the same shall be designated, approved, and constructed by the Commons and a pro-rata share of the cost of construction of the same may be charged against the Village Interest of the Owner as a special assessment.

## **SINGLE FAMILY RESIDENTIAL LOTS**

### **Protective and Restrictive Covenants and Conditions Applicable Only to Single Family Residential Lots**

**Application.** The Protective and Restrictive Covenants and Conditions set forth in this **section** shall apply only to Single Family Residential Lots and shall be hereafter referred to as Lot Restrictions. These Lot Restrictions are complementary and in conjunction with the General Covenants and Restrictions.

**Single Family Residential Lot; Definitions and Application of Lot Restrictions.** Unless indicated to the contrary upon the face of any recorded subdivision Map of PMPOA Properties identified as a "Section" of the PMPOA Property, or unless a Supplemental Declaration shall provide otherwise as to such Map or Maps, any Lot (*A numbered, lettered, or combination of numbered and lettered parcel of land lying within the boundary of a subdivided area of PMPOA Properties as shown on any recorded subdivision map of PMPOA Properties identified as a numbered or named PMPOA Properties "Section"*) described upon such Map or Maps and made subject to this Declaration shall be restricted to use and occupancy as a Single Family Residential Lot and no structure shall be constructed or placed thereupon except one (1) Single Family Detached Dwelling (*A residential dwelling, not attached to any other building, for use and occupancy by one or more persons each related to the other by blood, marriage, or legal adoption or by not more than three (3) persons not so related, together with domestic employees, and such persons maintain a common and singular household in such dwelling.*) and such accessory or outbuilding as the ECC may permit under the terms of "The General Protective and Restrictive Covenants and Conditions."

### **Time Restrictions:**

The following shall apply to the construction of a Single Family Detached structure as well as garage and outbuildings permitted:

1. The exterior of any Single Family Detached structure, garage, or outbuildings permitted which shall be erected upon any Lot of the PMPOA Properties covered by these Protective and Restrictive Covenants and Conditions shall be completely finished within 6-months of the date of the start of construction.
2. The interior of any Single Family Detached structure, garage or outbuildings permitted, which shall be erected upon a Lot of the PMPOA Properties covered by these Protective and restrictive

Covenants and Conditions shall be completely finished within 12-months following the start of construction.

**Lot Restrictions.**

1. Re-Subdivision: No Lot shall be re-subdivided or partitioned.
2. Maintenance of Lots. Each Lot, whether occupied or unoccupied, and all Improvements shall at all times be maintained in good and clean condition. If any Lot or any Improvement thereon is not so maintained Declarants, or either of them, may maintain, restore and repair the same, the cost of which shall be added to and become a part of the annual charge to which may result from any maintenance, restoration or repair work performed hereunder.
3. Set Back Requirements.
  - a. Definitions:
    - 1) "Side Line:" A Lot boundary line extending from the road or street on which the same abuts to the rear line of said Lot;
    - 2) "Rear Line:" The Lot boundary line farthest from and most nearly parallel to the road or street which the Lot abuts; on corner Lots said rear line may be determined from either abutting road or street;
    - 3) "Front Line:" The Lot boundary line abutting a road or street right-of-way or easement and opposite to and generally parallel with the Rear Line.
  - b. Requirements: Except as the ECC shall approve in writing, in order to accommodate placement of a building on substantially irregular terrain, a Single Family Detached Dwelling or any other structure or Improvement built or placed upon a Lot shall be at least the following distances from the indicated lines of said Lot:
    - 1) Fifteen (15) feet from each Side Line;
    - 2) Twenty-five (25) feet from the Rear Line;
    - 3) Twenty-five (25) feet from the Front Line; provided, however, that where the Lot abuts a curved cul-de-sac, the front set back line shall be on an arc the radius of which is equal to the radius of the right-of-way or easement limit of the cul-de-sac plus twenty-five (25) feet;

Provided, that in the event a set-back line is shown upon any PMPOA Property Subdivision Map of Lots, then the set-back line or lines shown upon the Map shall control, the above provisions to the contrary notwithstanding.

**Reservation of Easements.** In addition to those certain easements reserved to the Association or its assigns under the provisions of **Utility and Service Easement** (page 13), the Association does further reserve unto itself and its assigns the following rights and easements on and across a ten (10) foot strip along the interior of all Lot lines:

1. A general slope easement for the purpose of excavating such area of a Lot to accomplish the construction of an abutting road, street, or drive;

## Pine Mountain Environmental Control Guidelines

2. A general encroachment right for placement of fill accruing from the side slope construction of an abutting road, street, or drive;
3. An easement within said area of a Lot for use as a way of access to any other Lot to which the ECC may determine that a way of access from an abutting road or street is impractical due to slope, cut, or fill. In such event, the owner of the Lot across with such easement is exercised shall have the non-exclusive joint right of use of said way of access;
4. Any easement for any purpose that shall be reflected upon a recorded map or a subdivision of the PMPOA Properties as affecting a Lot or a portion thereof.

**Further Restrictions.** In addition to those various restrictive covenants and conditions set forth in any portion of PMPOA's Declaration, those restrictions stated upon the face of a recorded subdivision Map of the PMPOA Properties shall attach and apply to the Lots described upon that Map and the same are herein incorporated fully by reference, whether now or hereafter existent.



# Pine Mountain Estates Property Owners Assoc., Inc.

2885 Pine Mountain Drive,  
Connelly Springs, NC 28612  
Phone 828-437-4894  
Fax 828-438-1583

## Application Form for New Construction and/or Property Improvements

To: Environmental Committee of Pine Mountain Property Owners Association, Inc.

From: Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Application for new construction, remodeling or other property improvements

*Note: All questions MUST be completed and all supporting documents MUST be attached to this application when submitting to the Environmental Committee. If incomplete, the application shall be denied and returned to the applicant for completion.*

Construction Address: \_\_\_\_\_

Lot Section: \_\_\_\_\_ Lot Number: \_\_\_\_\_ Map: \_\_\_\_\_ Page: \_\_\_\_\_ Block \_\_\_\_\_ Lot # \_\_\_\_\_

### Definitions:

- New Construction: Site preparation for, and construction of, entirely new structures and/or significant extensions to existing structures whether or not the site was previously occupied.
- Renovations includes changes or expansions that have a major impact: Change the functions of an existing facility. Change to the capacity or size without expanding. Expansion that create a different form significantly greater than originally intended.
- Property Improvement: A permanent addition to or betterment of real property that enhances its capital value and that involves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs.

Will you be conducting:

1. New Construction? \_\_\_\_\_
2. Construction for renovation? \_\_\_\_\_
3. Property Improvement? \_\_\_\_\_

POA Office: Date/time received \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Environmental Committee: Date/time received \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Board of Directors: Date/time received \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

POA Office: Date/time received for filing \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

## Application for New or Renovation Construction Instructions

*Note: All questions MUST be completed, and all supporting documents MUST be attached to this application when submitting to the Environmental Committee. If incomplete, the application shall be denied and returned to the applicant for completion.*

Completed applications must be submitted to the PMPOA office. For detailed information concerning policies and procedures to any action on a PMPOA lot, see Environmental Control Guidelines. A copy maybe obtained through the PMPOA office or online through the member's website: PineMountainNews.com.

Construction Address: \_\_\_\_\_

Lot Section: \_\_\_\_\_ Lot Number: \_\_\_\_\_ Map: \_\_\_\_\_ Page: \_\_\_\_\_ Block \_\_\_\_\_ Lot # \_\_\_\_\_

**New Construction Package:** Pine Mountain Property Owners must submit a package to the ECC for pre-approval before the start of any construction. Package contents:

1. Application Form
2. Picture or diagram of the structure to be built
3. Copy of the Floor plan
4. Size: Newly constructed homes must contain a minimum of 1,200 heated square feet of space, exclusive of any porches, garages, carports, patios or decks.
5. Copy of the Plot plan to include ample off-road parking areas. Any new dwelling must incorporate ample parking to keep resident's vehicles from being parked alongside any PMPOA road/street.
6. If requested by the Board of Directors, proof of your ability to finance the construction to completion within the approved time restraints. (Mortgage or bank letter – PM C&R, Part 5, Article 1, Section 2c)
7. Verification of all applicable insurances have been acquired for the time period construction will be taking place.
8. Note: The ECC, in writing MUST approve all changes from the original approved construction application prior to start of construction.

### Construction Materials and Approved Colors:

1. Structures (Homes) are required to be either Stick Built or Modular construction. Panel construction will be allowed as long as it passes minimum North Carolina State Law standards.
2. Construction Materials Authorized: All construction buildings, including homes/houses, garages and outbuildings shall be constructed of:
  - a. Authorized Materials: natural wood, stone, brick, log, clapboard, shingle, log siding or high-quality composite material with same appearance of natural wood materials.
  - b. Not Authorized Materials: In no event shall aluminum siding, metal siding or exposed (unpainted or uncovered) concrete block or cinderblock be used on any construction, garage or outbuilding.
  - c. Pre-Approved Materials: The ECC must approve, prior to construction any or all concrete block or cinderblock coverings. Coverings for concrete block or cinderblock may include: paint, stucco, brick, stone, stone-veneer or similar materials.

3. Colors: Color sample must be provided. The ECC must approve colors used on all cinderblock or concrete foundations. If vinyl siding is used, the ECC must approve the quality and color. Colored metal roofs consistent with high-end standards will be allowed if they match the roof of the primary residence. The ECC must approve any substantial changes in the outside color-scheme in advance. Color schemes should blend in with the natural native landscaping consistent with the earth, wood and greenery tones.

#### **Construction Timeline:**

1. The exterior of the building must be completed within six (6) months from the start of the construction.
2. The interior of the building must be completed with an occupancy permit from the Burke County Building Inspector within one (1) year from start of construction.

#### **Construction Set-Up Fees:**

1. If the construction site (PM Lot) is located where there is water available from the PMPOA water system, there is a “tap-on” fee of \$750. If you are across the street from the main water line, the “tap-on” fee is \$1,200. This fee must be paid to the PMPOA within enough time for the water tap to be installed and prior to excavation for construction.
2. There is a “road use impact fee” of \$1,000 that must be paid to the PMPOA for the usage of roads by large trucks carrying heavy materials during the construction period of a new construction or improvement that exceeds \$40,000 in cost. The impact fee must be paid to the PMPOA prior to the clearing of any trees from the lot or within 48 hours of obtaining your building permit from Burke County, whichever comes first.

#### **Inspections:**

1. If the lot fails a conventional perk test, owner of the property may apply to the Board of Directors through the Environmental Committee to place a drainage field upon the Greenway. Lot owner assumes all costs incurred including legal, recording construction and restoration of Greenway space. Approval of Greenway use must be in writing from the Board of Directors.
2. The approved application submitted by an owner or building for any new construction and/or property improvement shall not be altered. Therefore, to ensure what was approved is actually being built, it is required that when inspections are scheduled with Burke County Building Inspectors, the owner or builder shall immediately contact the ECC Chair for their on-site inspection.

#### **Not Authorized:**

1. Doublewide, singlewide, trailers or any other lesser standard construction is NOT allowed.
2. No temporary structure shall be placed or used on any lot at any time as a residence either temporarily or permanently.

PMPOA standards are static and may not reflect technological changes. Therefore, if you have any questions, comments or concerns about these standards, bring them directly to the Board of Directors.

## Application for New or Renovation Construction Checklist

*Checklist to the Environmental Committee to ensure all required information and documentation has been submitted.*

Construction Address: \_\_\_\_\_

Lot Section: \_\_\_\_\_ Lot Number: \_\_\_\_\_ Map: \_\_\_\_\_ Page: \_\_\_\_\_ Block \_\_\_\_\_ Lot # \_\_\_\_\_

**New Construction/Renovation Package:** Pine Mountain Property Owners must submit a package to the ECC for pre-approval before the start of any construction. Package contents:

- \_\_\_\_\_ Application form filled-in
- \_\_\_\_\_ Diagram of the new or renovation construction included
- \_\_\_\_\_ Copy of the proposed floor plan
- \_\_\_\_\_ Size of new or renovation construction in square feet is: \_\_\_\_\_
- \_\_\_\_\_ Copy of the plot plan
- \_\_\_\_\_ Diagram of location and size of off-road parking area(s)
- \_\_\_\_\_ Verified all applicable insurance documents have been acquired
- \_\_\_\_\_ A letter from mortgage or bank has been provided to the Board for verification of financial ability to complete the project
- \_\_\_\_\_ Construction materials approved/disapproved
- \_\_\_\_\_ Color has been approved/disapproved
- \_\_\_\_\_ Construction time will be: \_\_\_\_\_ Starting Date: \_\_\_\_\_
- \_\_\_\_\_ Construction fees paid
- \_\_\_\_\_ Burke County Inspection date(s) \_\_\_\_\_

Additional Information:

---

---

---

---

---

---

Notes:

---

---

---

---

---

---

Approved / Disapproved

\_\_\_\_\_  
Name/Signature of ECC Chair

\_\_\_\_\_  
Date



## Application for Property Improvement

*Note: Improvements to real property are generally developments of land structures on property that are more than replacements, repairs or restoring original structures. Improvements are permanent additions that add value to the property.*

Completed applications must be submitted to the PMPOA office. For detailed information concerning policies and procedures to any action on a PMPOA lot, see Environmental Control Guidelines. A copy may be obtained through the PMPOA office or online through the member's website: PineMountainNews.com.

Construction Address: \_\_\_\_\_

Lot Section: \_\_\_\_\_ Lot Number: \_\_\_\_\_ Map: \_\_\_\_\_ Page: \_\_\_\_\_ Block \_\_\_\_\_ Lot # \_\_\_\_\_

**New Construction Package:** Pine Mountain Property Owners must submit a package to the ECC for pre-approval before the start of any construction. Package contents:

1. Application
2. Area of Improvement
3. Timeline for improvement project
4. Improvement Plan

Area of Improvement:

\_\_\_\_\_ Property access  
\_\_\_\_\_ Parking / driveway  
\_\_\_\_\_ Pavement / walkway  
\_\_\_\_\_ Decking  
\_\_\_\_\_ Land clearing  
\_\_\_\_\_ Improvement of property use

Timeline for improvement project: Start date: \_\_\_\_\_ End date: \_\_\_\_\_

Improvement Plan:

---

---

---

---

---

Approved / Disapproved

\_\_\_\_\_  
Name/Signature of ECC Chair

\_\_\_\_\_  
Date



# **Pine Mountain Estates Property Owners Assoc., Inc.**

2885 Pine Mountain Drive,  
Connelly Springs, NC 28612  
Phone 828-437-4894  
Fax 828-438-1583

## **Rules and Regulations for New Construction and/or Property Improvements**

*Pine Mountain Estates welcomes new homeowners to the Association. Listed below are the standards that must be met prior to and during the building of any new home or property improvements in Pine Mountain Estates.*

1. Before beginning any improvement project or new construction, the owner must submit to the Environmental Committee the "Application for New Construction and/or Property Improvements" for approval. Included with the application shall be:
  - A picture of your house to be built
  - A copy of the floor plan
  - A copy of the Plot Plan to include ample off-street parking areas
  - Proof of your ability to finance the building and completion of your home or improvement project
  - Verification of all applicable insurances must be submitted with your construction and/or improvement application
2. Homes are required to be either Stick Built or Modular construction. Panel construction will be allowed if it passes minimum State of North Carolina minimum standards.
3. Doublewide, singlewide, trailers or any other lesser standard construction is specifically not allowed.
4. Newly constructed homes must contain a minimum of 1200 heated square feet, exclusive in any porches, garages, carports, patios or decks.
5. No structure of a temporary character shall be placed or used on any lot at any time as a residence either temporarily or permanently.
6. The exterior of the building must be completed within six (6) months of the start of construction.
7. The interior of the building must be completed with an occupancy permit from the Burke County Building Inspector within one (1) year of the start of construction.
8. If the lot fails a conventional perk test, owner of said lot may apply to the Board of Directors through the Environmental Committee to place a drainage field upon the Greenways. Lot owner assumes all costs incurred including legal, recording, construction and restoration of greenway. Approval of greenway used shall be in writing from the Board of Directors.
9. If the construction site (lot) is located where there is water available from the POA water system, there is a "tap-on" fee of \$1,500. This fee must be paid to the PMPOA within sufficient time for the water tap to be installed and prior to excavation for construction.

## Pine Mountain New Construction Rules and Regulations

10. There is a “road use impact fee” of \$1,000 that must be paid to the PMPOA for the usage of the roads by large trucks carrying heavy materials during the construction period of a new residence or major improvements costing more than \$40,000. This impact fee must be paid to the PMPOA prior to the clearing of any trees from the lot, or within 48 hours of obtaining your building permit from Burke County, whichever comes first.
11. All buildings, including dwelling houses, garages and outbuildings shall be constructed of natural wood, stone or brick materials, including but not limited to brick, stone, log, clapboard, shingle, log siding or high-quality composite material with the same appearance of natural wood materials. In no event shall aluminum siding, metal or exposed (unpainted or uncovered) concrete block be used on any dwelling house garage or outbuilding, nor shall exposed cinderblock or concrete foundations be permitted. The Environmental Committee, in writing, shall approve cinderblock or concrete foundations that are NOT covered by stucco, brick, stone, stone-veneer, or similar materials. Likewise, the Environmental Committee must approve colors used on it. If vinyl siding is used, the Environmental Committee must approve the quality and color. Colored metal roofs consistent with high-end standards will be allowed if they match the roof of the primary residence. The Environmental Committee must approve any substantial change in outside color schemes in advance. Color schemes should blend in with the natural native landscaping consistent with earth, wood and greenery tones.
12. Any new dwelling must incorporate ample parking to keep resident’s vehicles from being parked alongside the street.
13. The approved application submitted by an owner or building for any new construction and/or property improvement shall not be altered. Therefore, to ensure that what was approved is being built, it is required that when inspections are scheduled with the Burke County Building Inspector, the owner or building shall immediately contact the chairperson of the Environmental Committee for his/her own on-site inspection.
14. The Environmental Committee in writing MUST approve any change orders from the original approved construction application.
15. An “Application for New Construction and/or Property Improvements” may be obtained at the POA office during regular business hours.
16. Completed applications may be submitted to the Association Office or directly to the Chairperson of the Environmental Committee.

Approved by the Board of Directors on \_\_\_\_\_.

**Pine Mountain Property Owners Association, Inc.**

2885 Pine Mountain Drive  
Connelly Springs, NC 28612  
828- 437- 4894  
Fax 828- 438-1583

**ENVIRONMENTAL CONTROL COMMITTEE NEW CONSTRUCTION ADDENDUM:**

for New Construction of a Single Family Detached Dwelling as specified in the Pine Mountain Covenants and Restrictions – PART I, Article II (15) and (28).

**Note:** All questions and relevant information **MUST** be completed, and all supporting documents **MUST** be attached to this Addendum and submitted with an Environmental Control Committee Application. If incomplete, the Application for the new construction shall be denied and returned to the Applicant for completion.

1. New Construction Property Address Information: Lot Section: \_\_\_\_\_ Lot #: \_\_\_\_\_
  - PMPOA Address : \_\_\_\_\_
  - Your mailing address, if different than the New Construction Property Address: \_\_\_\_\_
2. Complete description of the proposed property improvements (attached additional papers as needed):
3. Please fill out the following information for **each** contractor (attached additional papers as needed):
  - Name of the contractor \_\_\_\_\_
  - Address \_\_\_\_\_
  - Phone \_\_\_\_\_ License # \_\_\_\_\_
4. Projected cost of the New Construction \_\_\_\_\_
5. If approved, what is the date to start the property improvement ? \_\_\_\_\_
6. Please attach a copy of all applicable documents, **including** but not limited to:
  - A copy of your property Plat Plan/GIS map showing all of your property lines, adjacent lots, and all adjacent roads, to this Application.
  - Blue prints, and/or drawings **to scale** including, but not limited to; all adjoining lots and roads, where the new construction will be placed on your lot, buildings, driveways, parking areas, decks, patios, etc.
  - A Copy of all signed contracts regarding the work that is described above (#2 and #6).
7. Applicants must submit a copy of all required Burke County Permits to the Environmental Committee before any work begins.
8. Any deviations, changes, or additions to the above described property improvement after this Application has been approved, must be submitted for approval on an additional Application with a New Construction Addendum before that work is to commence.
9. By signing this Application you have read the PMPOA Covenants and Restrictions and agree to be legally bound by their regulations and restrictions as well as those of Burke County and North Carolina regarding all new construction on your property.

Applicant(s) signature \_\_\_\_\_ Date \_\_\_\_\_  
Date received in POA Office \_\_\_\_\_ Date received by ECC \_\_\_\_\_