

**RESTATED DECLARATION  
OF RESTRICTIVE COVENANTS  
OF  
PISGAH FOREST FARMS  
PISGAH FOREST FARMS ESTATES  
FOREST PARK  
AND  
THE PINNACLE**

**This is a copy of the document  
signed on November 21, 2008  
and is not to be edited...!**

**RESTATED DECLARATION  
OF RESTRICTIVE COVENANTS  
OF  
PISGAH FOREST FARMS  
PISGAH FOREST FARMS ESTATES  
FOREST PARK  
AND  
THE PINNACLE**

These Restated Declaration of Restrictive Covenants of Pisgah Forest Farms, Pisgah Forest Farms Estate, Forest Park and The Pinnacle are made this \_\_\_\_ of September, 2008.

**WHEREAS** by Amendment to Restrictive Covenants of Pisgah Forest Farms, Inc., dated March 7, 2008, as recorded in Deed Book 389, Page 165, Transylvania County Registry, to which reference is specifically made, the lots and parcels shown on the following plats (Plat Book 5, Pages 68,68-A, and 68-B; Plat Book 5, Pages 71,71-A and 71-B; Plat File 1, Slides 18, 18-A, and 20; Plat File 1, Slide 34, 45, 131 and 131A; and Plat File 5, Slides 391, 392, 393, 394 and 395) were subject to said Amended Restrictive Covenants. After the filing of the Amendment referred to above, other lots and parcels as shown on the following plats and deeds (Plat File 4, Slide 166; Plat File 7, Slide 89; Plat File 8, Slide 309; and Plat File 9, Slide 556 and 616), ( Plat File 6, Slides 206, 255, 276 and 566; Plat File 7, Slides 89, 482 and 787; Plat File 8, Slides 1065, Plat File 9, Slides 518, 519, 556, 766 and 767; Plat File 10, Slides 5 and 636; Plat File 11, Slide 295; and Plat File 12, Slide 7), (Plat File 6, Slides 123, 124, 125, 126 and 127; Plat File 7, Slides 56, 55 and 554; Plat File 9, Slide 190; Plat File 10, Slide 177), (Plat File 7, Slide 775), (Plat File 11, Slide 517) (Lots and or parcels described in Deed 29/422 [Newkirk land], lots and or parcels described in Deed 112/238 [Eckart land], lots and or parcels referred to in part as “Forest Park” described in Deed 112/262 [Booth land] and lots and or parcels described in Deed 113/754 [Blue Cup LLC land]) were made subject to the Amended Restrictive Covenants. All of the lots and parcels shown hereinafter are hereafter referred to as the Development.

**WHEREAS**, the owners of the property subjected to the Restrictions have voted to amend and restate the Restrictions to modify certain provisions of the existing Declaration, (including the removal of all references to the Developer) as shown as the Restated Declaration of Restrictive Covenants attached hereto as Exhibit A and incorporated herein by this reference as attested to by the Board of Directors of Pisgah Forest Farms Property Owners Association, Inc. (the “Association”) as shown in the Resolution attached hereto as Exhibit B and incorporated herein by this reference, in the manner permitted by the Amended Restrictive Covenants, this amendment being necessary and proper for governance and operation of the Association.

**NOW, THEREFORE**, said Restrictions are amended as set forth in the Restated Declaration of Restrictive Covenants attached hereto as Exhibit A.

**IN TESTIMONY WHEREOF**, the President of the Board of the Directors of Pisgah Forest Farms Property Owners Association, Inc. has caused this document to be executed the day and year first above-written.

**Board of Directors**

**Pisgah Forest Farms Property Owners Association, Inc.**

By: \_\_\_\_\_  
\_\_\_\_\_, its President

State of North Carolina  
Transylvania County

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is \_\_\_\_\_ of Pisgah Forest Farms Property Owners Association, Inc., and acknowledged on behalf of Pisgah Forest Property Owners Association, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

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KNOW ALL MEN BY THESE PRESENTS, that the Undersigned, based upon the vote of a majority of the owners of lots and parcels shown on plats and deeds recorded in the office of the Register of Deeds for Transylvania County, North Carolina, and listed above, with some of the lots shown on said plats being entitled "Pisgah Forest Farms", others being entitled "Pisgah Forest Farms Estates," others being entitled "Pinnacle" and others being entitled "Forest Park" all of which are collectively hereafter referred to as "the Development" presents this Restated Declaration.

The Undersigned desire to impose upon all of the lots and parcels in the Development mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvements for the benefit of the owners of all the lots and parcels in the Development and the Owners and future owners thereof.

NOW THEREFORE, the Undersigned declare that all of the lots and parcels in the Development are held and shall be held, conveyed, and hypothecated or encumbered, lease, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots and parcels and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between the respective owners of all such lots, and parcels; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and shall, as to the owner of each such lot or parcel, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other such lots and parcels in the Development and their respective owners, present and future.

**ARTICLE I  
LAND USE AND STRUCTURE TYPE**

All lots and parcels in the Development shown on the recorded plats hereinabove referred to are hereby designated single-family residential as to their permissible uses.

A. SINGLE-FAMILY RESIDENTIAL. No lot shall be used except for single family residences and out-buildings or structures approved by the Architectural Control Committee. Authorized structures may include barns, storage or garden buildings, greenhouses, gazebos, or garages/carports. Such structures may not be used for commercial purposes or constructed prior to beginning construction on the dwelling. Otherwise no building shall be erected, altered, placed or permitted to remain on any lot designated as a single-family residential lot other than one (1) detached, single-family dwelling, not to exceed two and one-half (2 ½ ) stories in height, together

with a porch, terrace and a private garage or carport. The following restrictions shall apply specifically to lots and parcels designated as a single-family residential:

1. SET BACKS. Set Backs for all structures will be:
- (a) Thirty (30) feet from all road right-of-way lines; Twenty (20) feet as to all existing structures;
  - (b) Thirty (30) feet from the rear of lot line; Twelve (12) feet as to all existing structures;
  - (c) Thirty (30) feet from interior lot lines; Twelve (12) feet as to all existing structures;

However, the Architectural Control Committee, in its sole discretion,, may grant variances from these requirements, insofar as road set backs are concerned, when in its judgment the size and topography of a lot and the location of road right-of-way lines across such lot make it impractical or impossible to construct on such lot a building which conforms to the road set back requirements set out herein.

2. SIGNS. Only the following signs allowed;
- (a) Signs designating residential address of property or property owner's name.
  - (b) Political signs not to exceed five square feet and such signs must be removed within three (3) days after election is held.
  - (c) For Sale signs. Two (2) signs are allowed; one on the property and one on the entrance. Such signs must not exceed five (5) square feet.

B. COMMON AREAS. All lots or parcels in the Development designated as common areas are and shall remain private property. Pisgah Forest Farms Property Owners Association, Inc. (hereinafter referred to as "the Association") shall not be required to accept future conveyances of green areas or common areas.

**ARTICLE II A  
ARCHITECTURAL CONTROL COMMITTEE**

An Architectural Control Committee, established by the Board of Directors and responsible to such board, will maintain oversight of dwelling design, construction or alteration, as well as related topics set forth herein.

**ARTICLE II B  
ARCHITECTURAL CONTROL**

**Activities either Prohibited or Requiring Approval of Architectural Control Committee.**

No single-family dwelling, porch, terrace, private garage, carport, shed, or other structure authorized under the provisions of this Declaration or any Amendment or Supplemental

Declaration thereto shall be constructed, erected, situated or altered on any lot until the construction plans and specifications, and a plan showing its location on the lot have been approved by the Architectural Control Committee as to harmony of external design and external color with existing structures and the natural environment, and as to location with respect to topography, its effect on the view from structures already constructed in the Development and finish grade elevation. In no event shall any metal roofing susceptible to rust or corrosion be placed on a building or any building containing exposed cement or cinder block be erected on any lot or parcel; however, subject to the approval of the Architectural Control Committee, paint or stucco will be acceptable on foundations. It is the desire of the Association to maintain a healthy, diversified, naturally wooded environment. To achieve these goals:

1. There will be no clear-cutting of properties within the subdivision.
2. All vegetation may be cleared within 30 feet of any site approved for a residence, within the course of driveways and parking areas and as required by Transylvania County for septic drain fields.
3. Lot owners will maintain vegetative buffer of at least 15 feet from any lot line.
4. Natural drainage shall not be changed.

The Architectural Control Committee may grant exceptions from these requirements when in its judgment the size and topography of a lot makes it impossible or impractical to comply with items 2, 3, and 4 herein.

#### **ARTICLE II C PROCEDURE**

The Architectural Control Committee's approval or disapproval as required by this Article of these covenants shall be in writing. In the event the Architectural Control Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to the committee, or in any event, if no suit to enjoin any construction for which the committee's approval is required under this Article has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with provided that the required plans and specifications were submitted to the committee at least thirty (30) days prior to the commencement of such construction.

#### **ARTICLE II D IMPACT FEE**

Prior to beginning construction of any residence, the owner of the property will be required to pay an impact fee in the amount established by the Association from time to time. The Impact Fee is required to help defray costs of road damage resulting from heavy equipment traversing Association roads.

#### **ARTICLE III UNAUTHORIZED STRUCTURES**

- A. No temporary structures or outbuildings including barns, tents, sheds, garages or carports shall be used as a residence or temporary living quarters.

- B. Trailers with living facilities, mobile homes or motor homes shall not be parked or stored on any lot for more than 72 hours, and then only for purpose of loading, unloading or cleaning. An exception is grandfathered in for property owners Fred and Evelyn Erb and Dan and Carolee Day which exception is personal and does not run with the land.
- C. Utility trailers, small camping trailers and boat trailers may be stored on any lot in such a manner as to be unseen from any roadway or neighbors' property.

**ARTICLE IV  
NUISANCES**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Construction of improvements on any lot, once commenced, shall be completed within twelve (12) months. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within ninety (90) days, shall be deemed nuisances. The Association may remove any such nuisances or repair or complete the same at the expense of the owner, the cost of which shall be levied as an assessment against the owner's lot.

**ARTICLE V  
MAINTENANCE OF LOTS**

All lots and parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent them from becoming unsightly, unsanitary, a hazard to health or a fire hazard. If not so maintained, the Association shall have the right, through its agents, employees and contractors to do so, the cost of which shall be levied as an assessment against the owner of the lot. Neither the Association, nor any of its agents, employees or contractors shall be liable for any damage which may result from any such maintenance work.

**ARTICLE VI  
LIVESTOCK AND POULTRY**

No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not bred or maintained for commercial purposes and provided that they do not cause or create a nuisance.

The breach of any of these restrictions, obligations and duties shall be a noxious and offensive activity constituting a private nuisance.

**ARTICLE VII  
GARBAGE AND REFUSE DISPOSAL**

No owner may accumulate on his lot any litter, refuse or garbage, except in receptacles provided for such purposes, nor shall any junked, untagged, or inoperative vehicles be placed or accumulated on any lot. Each lot owner shall provide closed sanitary receptacles for garbage and shall install and maintain said receptacles in such a manner as not to be visible from any road shown on a recorded plat of any portion of the Development or from any common area within the Development except at the times when refuse collections are made.

**ARTICLE VIII  
SEWAGE DISPOSAL**

Septic systems must meet county ordinances and rules.

**ARTICLE IX  
LIMITED ACCESS**

There shall be no access to any lot on the perimeter of the Development except from designated streets or roads within the Development as shown on the recorded plats of the Development without the express written consent from the Architectural Control Committee which must be recorded in the Office of the Register of Deeds for Transylvania County, North Carolina.

**ARTICLE X  
RESUBDIVISION OF LOTS**

Any property may be subdivided by the owner with the approval of the Architectural Control Committee so long as each lot contains at least one acre. No party may relieve any property from the provisions of the restrictive covenants. Combining of lots into a single lot will not relieve the owner of assessments as if the lots were still uncombined.

**ARTICLE XI  
DRILLING AND MINING**

No drilling, refining, quarrying or mining operations of any kind shall be permitted on any lot except for the drilling of water wells.

**ARTICLE XII  
EASEMENTS**

The Association shall have the right to exercise the following easements:

- A. UTILITIES. A five (5) foot wide strip running along the inside of all lot lines, however, where lot lines run along the center of roads or along road right-of-way lines, such strips shall, at the option of the Association, be ten (10) feet in width and run along either the inside or the outside of the road right-of-way line, but the Association, after having located said ten foot wide strip on a particular lot, may not thereafter relocate said strip on said lot without the express written consent of the owner of said lot. Said strips shall be used for the installation, maintenance and operation of utilities, including radio and television transmission cables, and the accessory right to locate guy wires, braces or anchors or to cut, trim or remove trees and plantings wherever necessary upon such lots in connection with such installation, maintenance and operation.
  
- B. ROADS. An easement on, over and under all roads in the Development for the purpose of installing, maintaining and operating utilities thereon or thereunder; for the purpose of drainage control; for access to any lot or parcel; and for the purpose of maintenance of said roads.

- C. SIGHT EASEMENTS. Such sight easements, if any, of the sizes and locations as may be shown on recorded plats of portions of the Development are reserved for the purpose of ensuring that visibility at road intersections and driveways shall be unimpeded. No fence, wall, hedge, tree or shrub which obstructs sight lines at elevations between two (2) and eight (8) feet above roadways shall be placed or permitted to remain within sight easements.
- D. OTHER EASEMENTS. Any other easements shown on recorded plats of portions of the Development.
- E. USE OF AND MAINTENANCE BY OWNERS. The areas of any lots affected by the easements reserved herein shall be maintained continuously by the owners of such lots, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owners of said improvements except for those which a public authority or utility company is responsible.

**ARTICLE XIII  
ROAD MAINTENANCE**

ROAD MAINTENANCE. The Association shall have the right and obligation to maintain the roads within the Development except for the roads within the Country Estates tract of land.

**ARTICLE XIV  
PISGAH FOREST FARMS PROPERTY OWNERS ASSOCIATION, INC.**

All of the owners of lots shown on recorded plats shall be immediately obligated to: (1) join the Association, (2) participate in Association activities as defined in the Bylaws; (3) pay a prorata share of the Association's cost; and (4) pay all levied assessments as specified in the By-laws.

**ARTICLE XV  
ASSESSMENTS**

- A. GENERAL. The Association shall have the power on an annual basis to levy annual assessments against all lots in the Development. The amount of each assessment levied by any party or parties authorized by this Declaration to levy assessments shall constitute a personal obligation of the owner of the lot against which any such assessment is levied and shall be paid to the party making such levy on or before the date or dates specified by the party levying such assessment.
- B. LIEN AND ENFORCEMENT OF LIENS. In the event that a lot owner has not paid an assessment levied by the Association, or by some other person or legal entity to whom the Association has assigned authority to file notices of assessments and liens pursuant to a document filed in the office of the Register of Deeds for Transylvania County within ninety days after the assessment is levied, said levy shall constitute a lien against such lot owner's lot from the date of the filing of a notice of assessment and lien in the office of the Register of Deeds for Transylvania County. All liens

levied pursuant to the provisions of these covenants shall include the amount of any unpaid assessment, plus any other charges thereon, including a late charge of \$25.00 to cover administrative expenses, interest at one and one-half percent (1 ½%) per month from the date of delinquency and costs of collection, including attorney's fees.

Each notice of assessment and lien shall state the amount of such assessment and such other charges and a description of the lot which has been assessed. Each notice of assessment and lien shall be signed by the Association or such other person or legal entity to whom the Association has assigned the authority to file notices of the assessments and liens pursuant to a document filed in the office of the Register of Deeds for Transylvania County, or by an officer or agent of the Association, in the event that said notice of assessment and lien is filed by the Association. Such lien shall be prior to all other liens recorded subsequent to the filing of such notice of assessment and lien. Each owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or such other person (s) or legal entity (y) (ties) to whom the Association has assigned the authority to file notices of assessments and liens pursuant to a document filed in the office of the Register of Deeds for Transylvania County, and in the Association or its agents, the right and power to bring all actions against him/her/it, personally for the collection of such charges set out in said notice of assessment and lien as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of the real property. The lien provided for in this article shall be in favor of the party filing such lien and, if filed by the Association or its agents, shall be for the benefit of all the other owners. The party filing such lien (and if filed by the Association or its agents, the Association acting on behalf of the owners) shall have the power to bid on the lot in any foreclosure or to acquire, hold, lease, mortgage or convey the lot. No owner may waive or otherwise except liability for the lot. No owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the lot. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessments or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of which the suit in the order of their coming due. Upon payment of all assessments and other charges, costs and fees provided for in a particular notice of assessment and lien, or other satisfaction thereof, the party filing said lien shall cause to be recorded a further notice stating satisfaction and the release of the lien thereof.

- C. PROOF OF PAYMENT. Upon the request of any lot owner, the Association shall furnish to such lot owner, or to any lending institution, attorney, or real estate salesperson designated by such lot owner, a statement certifying that all assessments then due from said lot owner have been paid or indicating the amount then due.
- D. SUSPENSION. The Association shall not be required to transfer membership on its books or to allow the exercise of any rights or privileges of membership, including, but not limited to, the use of all common areas, common property and other real or personal property owned by the Association, to any owner or to any persons claiming under such owner unless all assessments and charges to which such owner is subject have been paid.

- E. USE OF FEES. Membership fees levied by Association shall be used for maintenance and upkeep of roads recorded on plats as available to all property owners. Board may also use funds to further the needs of the Association and its members.

**ARTICLE XVI  
RULES AND REGULATION**

The Association shall have the right to establish reasonable rules and regulations concerning the use of the common areas and any facilities thereon. Copies of such regulations and amendments thereto shall be furnished by the Association to all persons prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon all lot owners, their families, tenants, guests, invitees and agents until and unless such rules and regulations shall be specifically overruled, canceled or modified by the Association in a regular or special meeting by vote representing a majority of total votes cast in person or by proxy. The Association shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines maybe collected by lien and foreclosure as provided in Article XV.

**ARTICLE XVII  
STREAMS**

No lot owner shall pollute any stream or lake in the Development nor shall any lot owner cause or allow any stream in the Development which may flow across his lot to be diverted in part or in whole from its natural direction and course of flow. No solid or liquid waste of any kind shall be drained, dumped or disposed of in any way into open ditches or water courses.

**ARTICLE XVIII  
[ARTICLE INTENTIONALLY OMITTED]**

**ARTICLE XIX  
AMENDMENT**

This Declaration may be amended at any time and from time to time by the recordation in the office of the Register of Deeds for Transylvania County, North Carolina, of a written amendment to these restrictions approved by at least two-thirds of the votes cast on the amendment in person or by proxy. Such amendment shall become effective upon the date of its recordation in the office of the Register of Deeds for Transylvania County, North Carolina, unless a later effective date is specified therein.

**ARTICLE XX  
TERM**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument approved by at least two-thirds of the owners that voted has been recorded, agreeing to change said covenants in whole or in part.

**ARTICLE XXI  
GRANTEE'S ACCEPTANCE**

Each grantee or purchaser of any lot or parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, accepts such deed or contract upon and subject to each and all of the provisions of this Declaration and all amendments and supplemental declarations thereto, and to the jurisdiction, rights, powers, privileges and immunities of the Association hereinabove provided for. By such acceptance grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with the grantee or purchaser of each other lot or parcel to keep, observe, comply with and perform the covenants, conditions and restrictions contained in the Declaration, and all amendments and supplemental declarations thereto.

**ARTICLE XXII  
SUSPENSION OF RESTRICTIONS**

The provisions of this Declaration which are applicable to improvements, use and occupancy shall be suspended as to any lot, parcel or other area while and so long as the same is owned by or leased to the State of North Carolina or any governmental agency, public or private utility, whenever and to the extent, but only to the extent, that such provisions shall prevent the reasonable use of such lot, parcel, or area for the purposes for which it was acquired or applicable again in their entirety. While owning or leasing and using, such owner shall have no rights as a member of the Association nor shall it be liable for any Association assessments.

**ARTICLE XXIII  
ENFORCEMENT**

These covenants may be enforced by the Association, and by the owners or lessees of any lots which are subject to the provisions of these covenants. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, or to recover damages, or both. The Association encourages the use of mediation and or arbitration to resolve disputes. If a dispute against the Association is resolved substantially in favor of the Association, the other party shall be liable to the Association for reasonable attorney fees.

**ARTICLE XXIV  
SEVERABILITY**

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

**ARTICLE XXV  
SPECIAL PROVISIONS**

Notwithstanding anything to the contrary contained herein, the following provisions shall apply to the areas of the Development known as Pisgah Forest Farms, Pisgah Forest Farms Estates, Forest Park, and The Pinnacle:

### **Covenants Applicable to Pisgah Forest Farms and Estates Only**

1. Each structure will consist of a detached single family residence not to exceed 2.5 stories and may include porch, terrace, and attached private carport/garage.
2. One story dwellings must include minimum heated area of 1100 square feet. Homes with more than one story must have 850 square feet of heated space on the main floor. Architectural Control Committee, at its discretion, may grant variances from these requirements when topography and/or location of road right-of-way lines across the lot make it impractical or impossible to construct to requirements set out herein.

### **Covenants Applicable to Forest Park Only**

1. Structures will consist of single family residences not to exceed two stories exclusive of basement and including a two car garage. Structure may include porches and terraces.
2. One story dwellings must include minimum heated area of 1800 square feet. Homes with more than one story must have 1500 square feet of heated space on the main floor. Architectural Control Committee may grant variances if topographical and right-of-way conditions make it impractical or impossible to construct a dwelling conforming to requirements set out herein.
3. All roofs shall have at least architectural grade shingles with built-in fungus resistance. Shake or other wood type roofs may be used provided owner maintains roof so as to prevent deterioration or mold/mildew. Exceptions must be approved by the Architectural Control Committee.

### **Covenants Applicable to The Pinnacle Only**

1. Structures will consist of single family residences not to exceed 3 stories and including a 2 car garage. Structure may include porches and terraces.
2. One story dwellings must include minimum heated area of 2200 square feet. Homes with more than one story must have 1500 square feet of heated space on the first floor. Architectural Control Committee may grant variances if topographical and right-of-way conditions make it impossible or impractical to construct a dwelling conforming to requirements set out herein.
3. All roofs must have one element of a hip roof built into its design. All roofs must have at least architectural grade shingles with built-in fungus resistance. Slate or wood roofs will be allowed provided owner maintains it to prevent shakes from deteriorating due to weather and to prevent the build-up of mold or mildew. Enforcement is the responsibility of the Architectural Control Committee.

### **Covenants Applicable to The Pinnacle and Forest Park Only**

1. Exterior must be finished with at least some cement-based product such as stucco, stone, brick or cement siding such as Hardi-Plank or Cemplank. Use of synthetic stucco is prohibited. Any wood siding must

- be maintained so as to prevent build-up of mold and mildew. Enforcement is responsibility of the Architectural Control Committee.
2. Driveways must consist of a surface of at least 1-1/2 inches of asphalt over 4 inches of compacted stone or 4 inches of concrete.
  3. No Antenna of any type may be placed outside any house whether located on roofs, chimneys or on the ground. Satellite dishes not exceeding 24 inches in diameter may be installed in such a manner as to allow reception and use of such devise.
  4. Clothesline anywhere on the property is not permitted.

IN WITNESS WHEREOF, the President of the Association, as authorized by the owners, has executed this Declaration, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**PISGAH FOREST FARMS PROPERTY  
OWNERS ASSOCIATION, INC.**

**By:** \_\_\_\_\_

\_\_\_\_\_, its **President**

**BOARD OF DIRECTORS  
PISGAH FOREST FARMS PROPERTY OWNERS ASSOCIATION**

**RESOLUTION**

The Undersigned, being all of the Directors of Pisgah Forest Farms Property Owners Association, Inc. do attest to the fact that the owners of the lots, parcels and tracts in the Pisgah Forest Farms development have voted to amend and restate the Declaration of Restrictive Covenants of Pisgah Forest Farms, Pisgah Forest Farms Estates, Forest Park and the Pinnacle (the "Restrictions"), this \_\_\_\_\_ day of September, 2008.

\_\_\_\_\_  
Harry Weinhofer, President

\_\_\_\_\_  
Norton Carey, Vice President

\_\_\_\_\_  
Mike Uhler, Secretary

\_\_\_\_\_  
Harvey Adler, Treasurer

\_\_\_\_\_  
Bill Harrah, Director at Large

\_\_\_\_\_