

**BYLAWS OF GOLF NORTH PROPERTY OWNERS' ASSOCIATION INC.**  
**Revised Effective date October 19, 2022**

**ARTICLE I - GENERAL NATURE OF ORGANIZATION**

**Section 1. Name**

The name of the organization is Golf North Property Owners Association, Inc., also referred to as "Association", "Golf North POA", "Golf North", or "POA" or "GN".

**Section 2. Type, General Powers, and Purpose.**

2.A. Golf North POA is organized as a nonprofit corporation registered in the State of North Carolina and is charged with administration of the common properties and restrictions within the Golf North Subdivision, comprising housing sites, common areas and recreational facilities located in Lee County, North Carolina.

2.B. The general powers of Golf North POA flow from:

2.B.1) The document entitled "AMENDED AND RESTATED RESERVATIONS AND RESTRICTIONS APPLICABLE TO GOLF NORTH SUBDIVISION", recorded in the Lee County Registry, which are the covenants and restrictions running with all lots platted in Golf North Subdivision, Lee County, North Carolina, as shown of Plat recorded electronically in the Lee County Registry records.

2.B.2) These Bylaws may be amended or repealed, and new Bylaws may be adopted by ***the assent of the majority of the votes cast by ballots, either in person or by mail at a board meeting duly called for this purpose***

2.C. The purpose of Golf North POA is to foster the development and preservation of a safe and pleasant environment for home ownership within the Golf North Subdivision of Carolina Trace.

2.D. To achieve the purpose set forth, Association activities shall include but not necessarily be limited to:

2.D.1) Managing the roadways, common grounds and other common use facilities which are the property of Golf North POA.

2.D.2) Providing Architectural and other controls on structures and land use as stated in Golf North POA's "AMENDED AND RESTATED RESERVATIONS AND RESTRICTIONS" as specified more fully in Golf North POA's "Architectural Committee Instructions".

2.D.3) Establishing Rules and Regulations for the use and enjoyment of the common Areas and facilities.

2.D.4) Maintaining liaison with other property owners' associations for the common purpose of providing Mutual programs to the benefit of the entire community of Carolina Trace including Golf North.

### **Section 3. Definitions**

The following words and terms, as used, in the Bylaws of Golf North Property Owners' Association, Inc., a North Carolina nonprofit corporation, shall, unless the context otherwise requires, mean, and be defined as follows:

3.A. "Property Owners' Association", "Association", "POA" or "Owners Association" terms which may be used interchangeably, shall mean an association of individuals and entities, all of whom own property within one of the nineteen (19) contiguous subdivisions of Carolina Trace, such POA's being established by Reservations and Restrictions which run each property.

3.B. "Carolina Trace" is an unincorporated subdivided community in Lee County, North Carolina, comprising homes, condominiums, private recreational facilities, common areas and undeveloped lands. Access to Carolina Trace is controlled and all its roads are private.

3.C. "Developed Lot" shall mean any lot on which initial activity is undertaken to construct a house approved by the Architectural Committee. "Undeveloped Lot" shall mean property purchased in fee simple on which no activity has been initiated to categorize the lot as a developed lot.

3.D. The term "BOARD", used throughout this document shall mean the Golf North Board of the Association.

3.E. "Owner" shall mean any person or entity holding a fee simple title to a developed or undeveloped lot in the community known as Golf North.

3.F. "Purchased Lots" shall mean individual homesites purchased after the Reservations and Restrictions applicable to the property have been legally recorded.

3.G. "CTA" shall mean the Carolina Trace Association, a North Carolina nonprofit corporation, established as a voluntary association of POAs, including Golf North, the purpose of which are set forth in the Articles of Incorporation, as amended September 17, 1990.

3.H. "Truck", a motor vehicle which is classified by N.C.G.S. 20-4.01 as a commercial vehicle, a Class A motor vehicle, or a Class B motor vehicle. This definition shall not

include pickup trucks, vans, minivans, sport utility vehicles, or other vehicles used primarily for personal or single - family transportation.

3.1. The singular includes the plural, and the plural includes the singular. Any references to the masculine shall be deemed to include the feminine and the feminine to include the masculine and the neuter to include the masculine and feminine.

## **ARTICLE II - BOARD**

### **Section 1. Principal Office and Mailing Address**

1. Principal Office. The principal office of the Association shall be located at the home of the current President of the Association, situated in Golf North, Carolina Trace, Sanford, North Carolina.
2. Mailing Address. The mailing address shall be Golf North Property Owners Association is 6129 St. Andrews Drive Sanford, NC 27332.

### **Section 2. Registered Agent/Office**

The registered agent of the Association required by law to be maintained in the state of North Carolina shall be Stephenson & Stephenson, PA Attorney at Law 1518 Elm St. Ste B Sanford, NC 27330, or any successor agent duly appointed by the board.

## **ARTICLE III - MEMBERSHIP AND VOTING ELIGIBILITY**

### **Section 1. Who Are Members**

Members include all owners of lots in Golf North Subdivision of Lee County, NC, provided that any such owner who holds such ownership or interest merely as a security in the performance of an obligation shall not be a member.

### **Section 2. Member Voting Rights**

2.A. Owners of more than one lot in Golf North shall be entitled to cast as many votes as the number of lots held in title.

2.B. When property described in Article III, Section 1 above, shall be titled in more than one owner name, only one member shall be entitled to vote on any question put before the membership for a vote. When more than one member shall own property, the members shall agree amongst themselves which member shall cast their vote.

### **Section 3. Membership / Voting List**

3.A. The Secretary of the Association shall maintain a Membership / Voting List comprising an alphabetical list of all members showing their current or last known mailing address, the identity of the Golf North lot(s) to which they hold title, and whether or not they are members in good standing. The Membership Voting List shall be updated by the Secretary of the Association ten (10) days prior to any called Association Meeting. During those ten (10) days the list shall be available for inspection by any Association member in good standing by verbal or written arrangement with the Secretary. The list shall also be available and subject to inspection by any member in good standing during the whole time of any duly called Association Meeting.

## **ARTICLE IV.- ASSOCIATION MEETING**

### **Section 1. Place of Meetings.**

All meetings of the members shall be held at the Carolina Trace Country Club, or at such other places as shall be designated in the notice of the meeting.

### **Section 2. Annual Meetings.**

The annual meeting of members shall be held at 7:30 p.m. on the third Tuesday in February of each year for the purpose of electing the BOARD of the Association, and the Architectural Committee and for the transactions of such other business as may be properly brought before the meeting. If the day fixed for the annual meeting is a legal holiday, such meeting shall be held on the next succeeding business day. The BOARD may consider situations (e.g., pandemics, weather, etc.) that compromise the safety of the community or cause delays in community communications. In these situations, the annual meeting will be held at the earliest opportunity.

### **Section 3. Special Meetings.**

Special meetings of the Members may be called at any time by the President, Secretary, or members of the BOARD, or by any member in good standing pursuant to the written request of not less than 1/10 (one tenth) of all the members who turn in a ballot at the meeting.

Open meetings of the Members shall be held biannually, when safe to do so.

### **Section 4. Notice of Meeting**

Written or printed notice stating the time and place of the meeting shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or other person calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. Mail, addressed to the Member at his address as it appears on the record of members of the Association, with the postage thereon prepaid. Notice by mail shall be postmarked no later than thirteen (13) days prior to the scheduled meeting. In the case of annual/open meetings, a notice of such meeting shall be given no later than thirty (30) Days prior to

the date of the meeting. In case of a special meeting, the notice of such meeting shall specifically state the business to be transacted thereat.

### **Section 5. Quorum.**

The number of Members attending any regularly called meeting, even though less than a majority, shall constitute a quorum for the purpose of such meeting. Attendance can be in person or online via tools like Zoom or Cisco WebEx.

### **Section 6. Ballots**

Members may vote either in person or by delivered or mailed ballot.

### **Section 7. Protocol in Elections and Other Matters Brought Before the Associations Meetings.**

A.1) Election of BOARD Officers and Architectural Committee will be on a typed or written ballot.

A.2) Any eligible Member may nominate himself or any other eligible Member of the Association for positions on the BOARD. Such nominations may be made either in person or by delivered or mailed ballot at any Association Meeting or in written form properly signed and delivered to the Association Secretary in advance of the meeting at which the election is to take place. If such nominations are received by the Secretary forty (40) days prior to a scheduled meeting, the nominee(s) name(s) shall be included in the Meeting Notice.

## **ARTICLE V - BOARD**

**Section 1. General Powers.** The business and affairs of the Association shall be managed by the BOARD.

### **Section 2. Number, Term and Qualifications.**

BOARD officers shall be Members in good standing. The number of officers constituting the BOARD shall be eight (8) for an alternating term of three (3) years. New officers shall be elected to serve a term of three (3) years, replacing those whose term is expiring. There is no limitation on the number of terms that an eligible officer may serve if elected. The members of the Architectural Committee shall also be elected with the BOARD officers at the Annual Meeting.

Any Architectural Committee Member may be removed at any time with or without cause by a majority vote of Members who are present and voting at a meeting called for that purpose at which a quorum is present.

### **Section 3. Vacancies**

Any vacancy occurring in the BOARD may be filled by the affirmative vote of the majority of the remaining BOARD members if a quorum is present. A BOARD member elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office. Any vacancy occurring in the Architectural Committee will be filled by the remaining members of the Committee. Such a candidate will be agreed upon by the BOARD and shall be elected for the unexpired term of their predecessor in office.

#### **Section 4. Compensation.**

The BOARD is not compensated for any services.

### **ARTICLE VI. – MEETINGS OF the BOARD**

#### **Section 1. Regular Meetings**

A regular, organizational meeting of the BOARD shall be held as early as possible, the ballots are counted in the Annual Meeting. The purpose of this meeting is to elect the officers from among those elected to the BOARD in the Annual Meeting and to appoint operating committees for the new term. In addition, regular meetings of the BOARD shall be held monthly throughout the year at the time and place to be determined by the BOARD.

#### **Section 2. Special Meetings.**

Special meetings of the BOARD may be called by any BOARD member.

#### **Section 3. Notice of Meetings**

Notice of all meetings shall be given to all BOARD members by any of the usual means of communication. An agenda for each BOARD meeting shall be prepared by the Secretary in consultation with the BOARD president and communicated to the other BOARD members at least five (5) days before the meeting.

The person or persons calling a special meeting of the BOARD shall, at least five (5) days before the meeting, give notice thereof by any usual means of communication. Such notice must specify the purpose for which the meeting is called.

#### **Section 4. Quorum**

A majority of BOARD members fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the BOARD.

#### **Section 5. Manner of Acting**

Except as otherwise provided in these Bylaws, the act of the majority of BOARD members presents at a meeting at which a quorum is present shall be an act of the BOARD.

### **Section 6. Presumption of Assent**

A BOARD member who is present at a meeting of the BOARD at which action on any matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward each dissent by registered mail to the Secretary of the BOARD immediately after the adjournment of the meeting. Such right to dissent shall not apply to a BOARD member who voted in favor of such action.

### **Section 7. Informal Action by Board**

Action taken by a unanimous BOARD without a meeting is, nevertheless, a BOARD action and such action shall be recorded in the minutes of the next regular meeting period.

## **ARTICLE VII - OFFICERS**

### **Section 1. Officers**

The Officers of the BOARD shall consist of a President, a Vice President, a Secretary, a Treasurer, and other officers as the Officers of the BOARD may from time to time elect. All Officers and Chairs of the BOARD shall be granted a vote regarding all matters of the BOARD.

### **Section 2. Election and Term**

The officers of the BOARD shall be elected by the community and each officer shall hold office for three (3) years. There is no limitation on the number of terms that an eligible officer may serve if elected provided he remains an officer.

### **Section 3 President**

The President shall be the principal executive officer of the BOARD and is subject to the control of the BOARD, shall in general supervise and control all the business and affairs of the POA. They shall, when present, preside at all meetings of the POA. They shall sign, with the Secretary, or any other proper officer of the POA thereunto authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the BOARD or by these Bylaws to some other officer or agent of the Association, or shall be required by law or be otherwise signed or executed; and in general, they shall perform all duties incident to the office of President and such other duties as may be prescribed by the BOARD from time to time.

#### **Section 4. Vice President.**

In the absence of the President or in the event of their death, inability, or refusal to act, the Vice President unless otherwise determined by the BOARD or other Officers of the Association, shall perform the duties of the president, and when so acting shall have all the powers of and be subject to all restrictions upon the President. The Vice President may sign with the secretary corporate documents; and shall perform such other duties as from time to time may be assigned to them by the President or BOARD.

#### **Section 5. Secretary**

A. Take notes on the meetings of the Members, or the BOARD and of all executive committees and write and issue minutes promptly thereafter keeping them in one or more books provided for that purpose.

B. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

C. Be custodian of the records and the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal, is duly authorized.

D. Keep a register of the Post Office address of each Member which shall be furnished to the Secretary by such Member.

E. Sign with the President, or Vice President, corporate documents.

F. Act as a consultant to the Architectural and other committees as necessary in respect to documentation, enforcement of standards and protocol of that Committee.

G. In general, perform all duties as from time to time may be assigned to him by the President or by the BOARD.

#### **Section 6. Treasurer**

A. Have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for money due and payable to the Association and deposit all such monies in depositories as shall be selected in accordance with the provisions of Article IX, Section 3, of these Bylaws.

B. Prepare, or cause to be prepared, a true statement of the Association's assets and liabilities as of the close of each fiscal year, all in reasonable detail, which statement shall be made and filed at the Association's registered office or principal place of business in the State of NC within four (4) months after the end of such fiscal year and thereat kept available for a period of at least ten (10) years.



C. No later than two months before the start of a new year, furnish a yearly budget for approval by the BOARD. This budget shall include estimated income, expenditures, and reserves.

6.D. In general, perform all duties as from time to time may be assigned to him by the President or the Board of Directors or by these Bylaws.

### **Section 7. Roads and Grounds Chair**

The Chairperson of the roads and grounds committee shall be responsible for the maintenance of all roads within the POA, entranceway and including but not limited to any adjacent common property and the medians. It shall hire and discharge managing agents and other employees, agents, and independent contractors. It shall regulate the use, maintenance, repair, replacement, and modification of common elements. In general, perform all duties as from time to time may be assigned to him by the President or the BOARD.

### **Section 8. Swimming Pool Chair**

The Chairperson of the swimming pool committee's responsibilities include but are not limited to enforcing policies and procedures, which ensure efficient and effective operation of pool facilities. Maintain a secure pool area when pool hours are closed. Duties involve all swimming pool operations, janitorial duties, limited pool maintenance including daily chemical analysis/testing, pool cleaning, cleaning of bathrooms & deck area, and all other duties as necessary or required. In general, perform all duties as from time to time may be assigned to him by the President or the BOARD.

### **Section 9. Architectural Chairman**

The Chairperson of the architectural committee responsibilities include but are not limited to being the direct contact between a builder, and or lot owner, making sure that all policies and regulations are followed. The architectural chairman or any architectural committee member can inspect any building lot for infractions. The chairman and the committee will determine if any fines will be issued to the builder and any rebates to the builder.

## **ARTICLE VIII. – CTA REPRESENTATION**

1.A. A CTA Representative shall be appointed by the BOARD to serve as Golf North's Representative on the BOARD of Directors of CTA. This appointee shall be a member of the Golf North Officers of the Association. There is no limitation on the number of terms that the Golf North CTA Representative may serve.

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1.B. The Golf North CTA Representative shall be empowered to discuss, act, and vote on all motions, resolutions and other matters as may come before the CTA BOARD of Directors.

1.C. The Golf North CTA Representative shall report to the BOARD on all significant CTA activities, and when appropriate, recommend courses of action to the BOARD in connection with those activities.

1.D. In votes and discussions with the CTA BOARD of Directors, the Golf North Representative shall be guided by the consensus of the BOARD and these Bylaws.

## **ARTICLE IX – LOANS, CHECKS AND DEPOSITS**

### **Section 1. Loans**

No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a majority vote of the Members.

### **Section 2. Checks and Drafts**

All checks and drafts or other orders for payment of money issued in the name of the Association shall be signed by such officer(s), agent(s) of the Association and in such manner as shall from time to time be determined by resolution of the BOARD. The Treasurer is authorized to spend up to one thousand dollars (\$1000.00) total without prior approval by the BOARD. Two (2) signatures are required for checks over one thousand dollars (\$1000.00) unless making a payment to a board approved contract.

### **Section 3. Deposits**

All funds of the Association not otherwise employed shall be deposited from time to time in the credit of the Association in such depositories as the BOARD may select.

## **ARTICLE X – ASSESSMENTS**

### **Section 1. Assessments**

Assessments of Members shall be seven hundred forty-nine dollars (\$749) per year for developed lots and four hundred fifty-six dollars (\$456) per year for undeveloped lots owned by each member, or such other amount as shall be approved according to the Statement of Reservations and Restrictions on file in the Lee County Public Registry. Payment of such assessments must be made to the Association before January 31st of each year for an owner to maintain good standing in the Association.

### **Section 2. Address**

Each Member shall register his address and any changes thereof with the Association. Failure to notify the Association of a change of address does not relieve the owner of

the duties and obligations of membership, including the payment of assessments on or before the date or dates fixed by resolution of the BOARD.

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## **ARTICLE XI – GENERAL PROVISIONS AND RESTRICTIONS**

### **Section 1. Authorization and Limitation of Expenditures and Indebtedness.**

1.A. During a fiscal year, the BOARD in implementing the purposes of the Association, may authorize normal and necessary expenditures for administration, insurance, taxes, utilities, recreational facilities maintenance, general maintenance of common areas, and other ongoing expenses all not to exceed total income for that fiscal year.

.1. B. Reserves providing for large future year expenditures, such as Road Repair, Pool Repair and Capital Improvements may be authorized, established, and maintained by the BOARD. These Reserves may be budgeted at a minimum of five thousand dollars (\$5,000.00) per year for the Road Reserve, with no maximum and a minimum of five thousand dollars (\$5,000.00) per year for the Capital Reserve, with no maximum. Funding of these Reserves shall not be required when the funds are deemed sufficient to cover planned and unplanned projects, repairs, and emergency expenditures. Any budget surplus at fiscal year-end, shall be deposited in these Reserves.

1.C. For major repairs necessary during certain years necessitating the use of the Reserves in Section 1. B. above, in these cases the BOARD may authorize expenditures for such repairs up to a maximum of twenty thousand dollars (\$20,000.00) without Member approval, providing further that the costs do not exceed the total Reserve. For repairs expected to cost more than twenty thousand dollars (\$2,000.00), advance approval of Members at a duly called Association Meeting is required.

1.D. The BOARD is authorized to pay CTA an annual assessment representing Golf North POA's pro rata share of such support.

### **Section 2. Seal**

The corporate seal of the Association shall consist of two concentric circles between which is the name of the Association and in the center of which is inscribed SEAL; and each seal, as impressed on the margin hereof, is hereby adopted as the corporate seal of the Association.

### **Section 3. Waiver of Notice.**

Whenever any notice is required to be given to any Member the BOARD by law, by the charter of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice comma, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

#### **Section 4. Fiscal Year.**

Unless otherwise ordered by the BOARD, the fiscal year of the Association shall be from January 1 through December 31.

#### **Section 5. Indemnification**

Any person who at any time serves or has served as a BOARD member, employee or agent of the Association, or in any such capacity as the request of the Association, shall have a right to be indemnified by the Association to the fullest extent permitted by Sections 55A-17.1 through 55A-17.3 of the North Carolina General Statutes, as now enacted or hereinafter amended, against (a) reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not brought by, or on behalf of, the corporation, seeking to hold them liable by reason of the fact that they are or were acting in such capacity, and (b) reasonable payments made by them in satisfaction of any judgment, money decree, fine, penalty or settlement for which they may have become liable in any such action, suit, or proceeding. The BOARD shall take all such action as may be necessary and appropriate to authorize the Association to pay the indemnification required by this Bylaw, including without limitation, to the extent needed, making a good faith evaluation of the matter in which the claimant for indemnity acted and of the reasonable amount of indemnity due them and giving notice to, and obtaining approval by, the members of the Association. Any person who at any time after the adoption of this Bylaw serves or has served in any of the aforesaid capacities for or on behalf the Association shall be deemed to be doing or have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall insure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from this provision of this Bylaw.

#### **Section 6. Grievances**

Any Member who has a grievance over compliance with the Reservations and Restrictions, the Articles of Incorporation, or the Bylaws by the BOARD or one of its Committees, shall be entitled to a hearing regarding such grievance. The aggrieved Member must notify the President of the Association, in writing, within ninety (90) days after such grievance occurs. The President shall establish, annually, a standing Grievance Committees composed of three (3) Association Members in good standing, including one (1) BOARD member and one (1) member of the Architectural Committee. It needed the Grievance Committee to conduct a hearing.

#### **Section 7. Safety Provisions**

To ensure a maximum of safety within Golf North and neighboring property owners' associations (POAs), setting a fire is prohibited in Golf North for any purpose including disposing of trash, leaves, branches, et al, regardless of protection, real or imaginary, which may be offered as a safety precaution. Excluded from this provision is the

operation of member owned grilling units or welding torches in use by licensed builders.

### **Section 8. Pool Facility and Parking Lot**

All Golf North and State pool rules and regulations are posted at the pool must be always adhered to. Pool parking lot is open to all personnel from 5 am to 12 midnight daily. NO OVERNIGHT PARKING is permitted without approval of the board. All violating vehicles are subject to towing at the owner's expense

### **Section 9. Amendment of Bylaws and Effective Date**

All changes in these Bylaws have been approved by the Association membership as shown in the Minutes of the Association Meeting effective October 19, 2033, and supersede those Bylaws approved at prior Association Meetings and become effective immediately after being signed by the President and certified by the Secretary of the Association.