

# **GOLF NORTH PROPERTY OWNERS' ASSOCIATION RULES AND REGULATIONS**

## **AMENDED AND RESTATED RULES AND REGULATIONS**

**Indexing: Grantor and Grantee: GOLF NORTH PROPERTY OWNERS ASSOCIATION INC.**

**Mail after recording to: Golf North Property Owners Association, Inc.  
6128 ST. Andrews Drive  
Sanford, NC 27332**

## **STATE OF NORTH CAROLINA**

### **AMENDED AND RESTATED RESERVATION AND RESTRICTIONS APPLICABLE TO GOLF NORTH SUBDIVISION COUNTY OF LEE**

**WHEREAS Carolina Trace Corporation, the original Declarant, recorded on September 10, 1979, certain Reservations and Restrictions applicable to lots within the Golf North Subdivision, and providing for the establishment of the Golf North Property Owners Association, Inc., by instrument recorded in Deed Book 305, Page 807, in the Lee County Registry ("Original Restrictions"); and**

**WHEREAS Section 6(Q) of the Original Restrictions provided that most owners the residential building sites subject to said restrictions may agree to change the covenants therein, in whole or in part, as of October 19, 2022**

**WHEREAS the majority of the owners of residential building sites covered by the Original Restrictions, all members of the Golf North Property Owners Association, Inc., voted on October 19, 2022, to Restate and Amend the Original Restrictions as set forth on Exhibit A hereto.**

**NOW THEREFORE, the undersigned does hereby declare that the Amended and Restated Reservations and Restrictions Applicable to Golf North Subdivision as set forth on Exhibit A shall run with the land and shall be binding upon all and recorded in Book 305, Page 807 of the Lee County Registry, and all persons taking title to any real property described in Exhibit A shall take subject to these Amended and Restated Reservations and Restrictions.**

**These Amended and Restated Reservations and Restrictions Applicable to Golf North Subdivision shall be effective upon recording, or as of October 19, 2022, whichever is later.**

**WHEREFORE, the President and Secretary of the Association have hereunto affixed the corporate certification for the purpose of enacting the Amended and Restated Reservations Applicable to Golf North Subdivisions as set forth on Exhibit A.**

## **SECTION 1. PROPERTY OWNERS' ASSOCIATION**

A. There was established for Golf North, the Golf North Property Owners Association. The Association operates as a non-profit Corporation established and incorporated under the laws of the State of North Carolina on January 11, 1984.

B. Every person or entity who purchases any lot in Golf North shall be a member of Golf North Property Owners association, provided that any such person or entity who holds such ownership or interest merely as a security for the performance of an obligation shall not be a member.

C. There shall be one class of voting membership in the Association. Voting members shall be all those members who hold a title to a lot in Golf North. When more than one person holds such interest in any lot, all persons shall be members and shall be entitled to only one vote which joint owners shall exercise as they among themselves determine.

D. Every property owner in good standing shall have a right of enjoyment in and to the common properties shown on the map of Golf North and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the provisions set out in this section.

E. Each property owner, by acceptance of a conveyance of a lot within Golf North, whether it shall be expressed in any such deed or conveyance, shall be deemed to covenant, and agree to pay:

A. Annual assessments or charges

B. Special assessments for capital improvements, such as assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made as hereinafter set out.

F. The assessment, annual and special, as aforesaid, shall be for the purpose of promoting the recreation, health, safety, and welfare of property owners and in particular for the improvement, maintenance, service and facilities relating to the common area, including but not limited to the payment of taxes on the common areas, insurance thereon, maintaining landscaping and repairing private roads and walkways and like common areas and facilities in Golf North, provide for pest control when needed and in general provide those services important to the development and preservation of an attractive community appearance and for privacy and general safety of all home sites.

G. The maximum annual assessment for 2022 is \$749.00 per developed lot, and \$439.00 per undeveloped lot. The amount of the assessment will be adjusted on a yearly

basis when needed due to rising costs for goods and services, or any other needs of the community. The Association may change the maximum and basis of the annual assessments for any period provided that any such change has the assent of a majority of the votes cast by ballot either in person or by mail duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance and shall set forth the purpose of the meeting.

H. The annual assessment provided for herein shall be on a calendar year basis and shall commence at the time each lot is conveyed to a property owner. Annual assessment shall be payable in advance and shall be adjusted where ownership is acquired during the year according to the number of days remaining in the calendar year.

I. In addition to the annual assessment authorized herein, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the costs of construction or reconstruction, unexpected repair or replacement of a capital improvement upon the common properties or other purpose approved by the membership as set forth herein, provided, an such assessment shall have the assent of the majority of the votes cast by ballot either in person or by mail duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance and shall set forth the purpose of the meeting.

J. In addition to the annual assessment authorized herein, the Association shall levy against each lot, upon initial construction of a dwelling on said Lot, a Capital Improvement fee. The amount of the Capital Improvement Fee Assessment for 2022 is three thousand dollars (\$3,000.00) The association may change the maximum and basis of the fee for any period provided that any such change shall have the assent of the majority of the votes cast by ballot either in person or by mail duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance duly called for this purpose and write notice of which shall be sent to all memes at least 30 days in advance and shall set forth the purpose of the meeting. The Capital Improvement Fee shall be due and payable from the Owner of the lot prior to commencement of construction of any dwelling on the Lot. The Capital Improvement Fee shall be primary for the purpose of defraying the cost of repair or necessary maintenance to the private roads in Golf North that may be occasioned by the construction traffic associated with construction of dwellings, as well as a recognition of the increased vehicular traffic associated with occupancy of a dwelling on the Lot.

K. In addition to the annual assessment authorized herein, the Association may levy assessments as recommended by the Architectural Committee and referenced in Section 2 (D) and (E) below.

L. The Association shall prepare and maintain a roster of all members and assessments applicable thereto which roster shall be accessible to all members of the association as defined in the Bylaws.

M. If the assessment, either annual or special, are not paid when due, then such assessment shall become delinquent and shall together with 1.5% monthly interest (18% annual) thereon, and the costs of collection thereof, as hereinafter provided, become a continuing lien on the property, in the hands of the owner, his heirs and assigns. The personal obligation of the owner to pay such assessments, however, shall remain his personal obligation for the statutory period provided by law and dues and fines will pass to any owner of the property. The Property Owners Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property.

N. The lien of the assessment provided for in this section shall be prior to and superior to all other liens except only:

A. Ad valorem taxes.

B. All sums unpaid on a first mortgage or deed of trust to secure debt of record. The sale and transfer of any lot shall not affect the assessment lien; provided, however, that the sale or transfer of any lot pursuant to the foreclosure of a first mortgage thereon shall extinguish the lender of such assessments as to the payment of thereof which become due to prior to such sale and transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

There shall be exempted from the charge and liens credited herein all properties on which there is an assessment or dedication to any public authority or for public use, upon all common property and all property held by Golf North Property Owners Association Inc.

P. Annual Assessments as herein provided shall be collected by Golf North Property Owners Association Inc and dispersed for the purpose set out in Section 1. (F).

## **SECTION 2. ARCHITECTURAL CONTROL**

A. The Architectural Committee; The Architectural Committee will be composed of three people elected at the annual meeting of the members for a one-year term by the Property Owners Association of Golf North, in which election each owner

The Architectural Committee would be elected (or removed) at a meeting of the property owners after at least thirty (30) day notice of a meeting to appoint the Architectural Committee. Any vacancy occurring in the Architectural Committee may be filled by the remaining members of the committee. Such a candidate will be agreed upon by the Golf North Board and shall be elected for the unexpired term of his predecessor in office. Members of this Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

B. No house, garage, carport, playhouse, outbuilding, fence, wall or other above ground structure shall be commenced, erected or maintained upon any property subject to his declaration, nor shall any exterior addition to, change in, or alteration of any said structures be made until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan thereof, and showing front, side and rear elevations thereof and the name of the builder, have been submitted to and approved by the Architectural Committee, its agents, successors or assigns, as to harmony of exterior design and general quality with existing standards of the neighborhood and as to location in relation to surrounding structures and topography.

C. In the event of the Architectural Committee fails to approve or disapprove plans or locations of a home on a lot within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to conjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with.

D. Assessments may be made by the Architectural Committee elected by the property owners where the property owner shall fail to maintain his building site per Item 1, Sections 6 of the general requirements.

E. Assessments may be made by the Architectural Committee in an amount not to exceed \$250.00 for the services of an architect and administrative assistance in approving plans for residences.

### **SECTION 3. APPROVAL OF BUILDERS**

Any builder of any home upon any property subject to this Declaration must, before beginning construction of each such home, be approved by the Architectural Committee as to financial stability, building experience and ability to build homes or other structures of the class and type of those which are to be built on the property subject to this declaration. No person shall be approved as a builder by the Architectural Committee unless each person obtains his income primarily from construction of residences. No lot owner will be permitted to act as his own builder or contractor except where such owners obtain his income primarily from construction of residences and otherwise meets the qualifications for approval by the Architectural Committee as herein above set forth.

### **SECTION 4. HOME REQUIREMENTS**

The inside enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk storage, and basement) of all dwellings shall cover a ground area of not less than 1500 square feet.

## **SECTION 5. BUILDING LOCATION**

No building of any kind, including garages shall be located on any building site less than 35 feet from the front lot line, and no building shall be located less than 10 feet from any side lot line, or less than 40 feet from the property line of any lake or golf course, or less than 20 feet from any rear lot line ,except if building set back lines so indicate on the recorded plat, or with the prior written approval of the Architectural Committee.

## **SECTION 6. GENERAL REQUIREMENTS**

A. Before any house may be occupied, it must be finished on the exterior; any yard area which is visible from the street must be planted with grass or have other ground cover approved by the Architectural Committee.

B. Containers for garbage or other refuse shall be kept in sanitary enclosures and not visible from the road. Trash containers shall be allowed curbside only on trash pick-up day. Containers left beyond one day after trash collected shall be subject to a \$5.00 fine per day, which will be due by the end of the month. Fines are to be paid to the POA Treasurer.

C. No building, fence, mail box, outside lighting, newspaper box, screen planting or other improvements shall be erected, placed or altered on any building site until the building plans, specifications and plot plans showing the location of such improvements on the building site have been approved in writing as to conformity and harmony of external design, and external materials with existing structures in the area as to location with respect to topography, lake, golf course, finished ground elevations and neighboring structures by the Architectural Committee.

D. Clothes lines should be placed so that it will not be unsightly with regards to Carolina Trace residents.

E. Appurtenant private structures:

1. Appurtenant private structures will be permitted only upon written approval of the Architectural Committee
2. Outside dog houses of any size are not permitted.

F. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein or within 40 feet of the rear lot line or within 40 feet of the property line on any lake, except upon approval of the Architectural Committee.

G. All lots subject to these requirements shall be used as residential building sites only.

H. Adequate off-street parking shall be provided by the owner of each building site for the parking of automobiles owned by such owner, and owners of building sites agree not to park their automobiles on the street in this subdivision.

I. It is a primary responsibility of each lot owner, improved or unimproved, to maintain their lot(s) as to present a pleasing appearance to the community of Golf North. The Architectural Committee shall have supervisory responsibility and oversight as to lot maintenance. They have the authority to notify lot owners of substandard conditions and in the event inadequate action is taken, may have the work done and bill the owner for costs incurred in performing such work. If in the opinion of the Board of Directors, community appearance would benefit, the BOD may direct, from time-to-time Golf North Community cleanups. If your property is not maintained, such as lawn, driveway, bushes, house, etc. per the community standard, the services will be hired out and the owner will be responsible for the bill within 30 days. If necessary, the property will be placed on a monthly contract. Failure to not pay an invoice will result in a lien being placed on your property.

J. No commercial signs, including "For Rent" or "For Sale" or other similar signs shall be erected or maintained on any lot by anyone.

K. No noxious or offensive trade or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

L. No trailer, basement (unless such basement is part of residence erected at the time), tent, shack, barn, or other outbuilding shall be erected or placed on any building site covered by these covenants, except as specifically permitted herein.

M. No animals or poultry of any kind, other than house pets, shall be kept or maintained in part of said property. All pets must remain in the confines of the owner's property, except when being walked on a leash. The person walking the dog must remove any feces at that time.

N. No trade materials or inventories may be stored upon the premises and no trucks, boats, trailers, buses, self-motorized camping vehicles, or tractors may be stored or regularly parked on these premises except in garages or well-screened enclosures.

O. No short-term rentals are allowed in Golf North. Short term rentals are defined as any rental for less than 6 months. If you choose to rent out your property you must notify the board secretary with contact information for said renter and keep it updated yearly. It is also the owner's responsibility that the property is maintained, and all rules and regulations are followed.

P. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 1, 2032, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by the assent of the majority votes cast by ballot either in person or by mail duly called for this purpose. Notwithstanding the successive 10-year term stated herein, these covenants may be changed in whole or part at any time upon the affirmative vote

of two-thirds ( $\frac{2}{3}$ ) of the votes cast by ballot either in person or by mail covered by these covenants at the time of the vote for this purpose.

Q. If the parties hereto, or any of them, or their heirs successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Golf North Property Owners Association, Inc., or any person or persons owning real property situated in Gold north and which is subject to these or substantially identical covenants to prosecute any proceedings at law or in equity against the persons or persons violating or attempting to violate any such covenant, and either to prevent it, her, home or them from so doing or to recover damage or other dues for such violations.

IN TESTIMONY WHEREOF, Golf North Property Owners Association Inc. has caused this instrument to be executed in its corporate name, by its President, attested by its secretary, with its corporate seal hereunto affixed all by authority duly given of its Board of Directors.



**EXHIBIT A**

**AMENDED AND RESTATED RESERVATIONS AND RESTRICTIONS  
APPLICABLE TO GOLF NORTH SUBDIVISION  
(Revised October 18, 2022)**

**OWNER'S ASSOCIATION: GOLF NORTH PROPERTY OWNER'S ASSOCIATION,  
INC**

**6128 St. Andrews drive  
Sanford, North Carolina 27332**

**NAME OF SUBDIVISION; GOLF NORTH  
LOCATION; APPROXIMATELY 3 MILES SOUTHEAST OF SANFORD, NC  
NUMBER OF LOTS IN SUBDIVISION: 138  
NUMBER OF ACRES IN SUBDIVISION; 72.251**

**KNOW ALL MEN BY THESE PRESENTS that the Lot Owners and members of Golf North Property Owners Association, Inc. declare that all the real property described as being all lots recorded on plat recorded in Plat cabinet 1, Page 270 in the Office of the restrictions which shall run with the land and bind all owners thereof and their successors in tile:**

**WHEREFORE, the President and Secretary of the Association have hereunto affixed the corporate certification for the purpose of enacting the Amended and Restated Reservations Applicable to Golf North Subdivisions as set forth on Exhibit A.**