

FILED
 LEE COUNTY NC
 PAMELA G. BRITT
 REGISTER OF DEEDS

FILED Aug 15, 2024
 AT 10:31:41 am
 BOOK 01784
 START PAGE 0549
 END PAGE 0564
 INSTRUMENT # 05137
 EXCISE TAX (None)

AMENDED AND RESTATED RESERVATIONS AND RESTRICTIONS

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

✓ Prepared By: M. Drew Lucas, Attorney at Law, 1410 Elm Street, Sanford, NC 27330
 Mail after recording to: *MAVIS H. HARPER*
 Golf North Property Owners Association
 6129 St Andrews Drive
 Sanford NC 27332

STATE OF NORTH CAROLINA

AMENDED AND RESTATED RESERVATIONS AND RESTRICTIONS APPLICABLE TO GOLF NORTH SUBDIVISION COUNTY OF LEE

subdivision 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 title 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. WHEREAS Carolina Trace Corporation, the original Declarant, recorded on September 10, 1979, 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 and as restated, provides the majority of owners of lots subject to said restrictions may agree to change the covenants therein, as of October 30, 2023; and

WHEREAS a majority of the owners of lots covered by the original restrictions, and as restated, all members of the Golf North Property Owners Association, Inc., voted on October 30, 2023, to Restate and Amend the Original Restrictions applicable to Golf North Subdivision as set forth on Exhibit A hereto.

NOW THEREFORE, the undersigned hereby declares the Amended and Restated Reservations and restrictions applicable to Golf North subdivision as set forth on Exhibit A shall run with the land and be binding upon all the lots subjected to the Reservations and Restrictions applicable to Golf North

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

CERTIFICATION OF VALIDITY OF AMENDED AND RESTATED RESERVATIONS AND RESTRICTIONS APPLICABLE TO GOLF NORTH SUBDIVISION

By authority of its Board of Directors, the undersigned hereby certifies the foregoing instrument has been duly approved by a vote of the majority of the owners of lots covered by the original Reservations and Restrictions applying to lots within the Golf North Subdivision, recorded in Deed Book 305, Page 807, in the Lee County Registry, and is a valid amendment to the existing documents covering said lots.

GOLF NORTH PROPERTY OWNERS' ASSOCIATION INC.

By: Mauro H Harper
President

ATTEST:

(CORPORATE SEAL HERE)

Valerie D Jackett
Secretary



North Carolina

County of LEE

I, Amy S. Tillman, a Notary Public, do hereby certify that Valerie Jackett personally appeared before me this day and acknowledged that she is

Secretary of Golf North Property Owners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President and attested by her as the Secretary.

Witness my hand and notarial seal this 15th day of August, 2024.

My commission expires:

Dec. 8, 2024

Amy S. Tillman
Notary Public

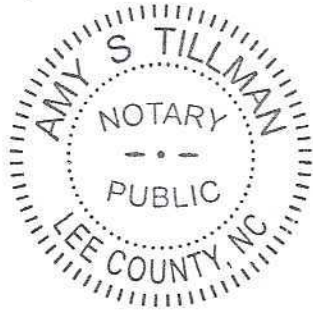


EXHIBIT A
AMENDED AND RESTATED RESERVATIONS AND
RESTRICTIONS APPLICABLE TO GOLF NORTH SUBDIVISION
Revised: August 5, 2024

ASSOCIATION: GOLF NORTH PROPERTY OWNERS ASSOCIATION, INC.
ADDRESS: 6129 ST. ANDREWS DRIVE SANFORD, NORTH CAROLINA 27332

SUBDIVISION NAME: GOLF NORTH
LOCATION: APPROXIMATELY 3 MILES SOUTHEAST OF SANFORD, NORTH
CAROLINA
NUMBER OF LOTS IN SUBDIVISION: 139
NUMBER OF ACRES IN SUBDIVISION: 72.251

KNOW ALL MEN BY THE PRESENTS the lot owners and members of the Golf North Property Owners Association, Inc., declare that all of the real property described as being all lots recorded on Plat Cabinet 1, Page 270, in the Office of the Registrar of Deeds of Lee County, North Carolina, shall be held, sold and conveyed subject to the following reservations and restrictions which shall run with the land and bind all owners thereof and successors in title:

SECTION 1. 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:

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

- 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.
- F. "Purchased Lots" shall mean individual homesites within Golf North purchased under the Golf North Reservations and Restrictions applicable to the property which have been legally recorded.
- G. "CTA" shall mean the Carolina Trace Association, a North Carolina nonprofit corporation, established as a voluntary association of POAs, including Golf North, the purposes of which are set forth in the Articles of Incorporation, as amended September 17, 1990.
- 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.
- I. 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.

SECTION 2. PROPERTY OWNERS' ASSOCIATION

- A. There is established 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 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; all those members who hold title to a lot in Golf North. When more than one person holds such interest in any lot, all such persons shall be members and shall be entitled to only one vote which the 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 or not it shall be expressed any such deed or conveyance, shall be deemed to covenant, and agree to pay:

1. Annual assessments or charges as determined by a majority of the voting members of the Board of Directors consistent with the following provisions.
 2. 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 shall be a charge on the land and a continuing lien on the property which such assessment is made.
- F. The assessments, annual and special, including monies collected for new construction of residential units as directed by the Architectural Committee and approved and maintained through funds management by the Board of Directors, shall be for the purpose of promoting the recreation, health, safety and welfare of property owners and for the improvement, maintenance, service, and facilities relating to the common areas. This includes the payment of common area taxes, insurance, landscaping, road and walkway repair, providing for pest control as required and providing those services required to develop and preserve an attractive community appearance as determined by the Board of Directors and for the privacy and general safety of all lots and sites.
- G. The maximum annual assessment for 2023 is \$783.00 per developed lot and \$490.00 per undeveloped lot. After an objective study of future requirements, the amount of this assessment may be increased or decreased by the Board of Directors as follows:
1. Any increase or decrease in per lot assessment by the Carolina Trace Association Board of Directors will be passed on to lot owners in its entirety.
 2. The remaining budget, controlled by the Golf North Board of Directors, can be increased or decreased at the current Annual Consumer Price Index rate of inflation for the past 12 months as provided by the U.S. Bureau of Labor Statistics.
 3. The Association may change the maximum and basis of annual assessments for any period provided any such change has the assent of a majority of the voting members of the Association voting whether in person, by proxy, by mail or electronically. Votes shall be counted at a meeting duly called for this purpose and 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 assessments provided herein shall be on a calendar year basis and shall commence at the time each lot is conveyed to a property owner. Annual assessments 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. 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.
- I. When a residence occupies more than one (1) lot, only one lot shall be assessed as a "developed" lot. The other lot(s) shall be assessed as "undeveloped" lot. The annual fees of the combined lots will be the combined total of all lot fees owned by the homeowner. For instance, if a house is situated on two lots, the total fees will amount to

\$1,273. Even when lots are merged, owners remain responsible for the fees associated with each lot.

- J. In addition to annual assessments, the Association may levy a special assessment applicable to that year only in order to pay for costs of unexpected construction, repairs or replacement of capital improvements or other purposes approved by the majority of the membership as set forth in Section 2, Item E, Paragraph 2, above.
- K. The Association shall levy against each lot upon initial construction of a dwelling on said lot, a Capital Improvement Fee of four thousand dollars (\$4000.00) which shall be non-refundable. The Board of Directors may change the maximum and basis of this fee for any period provided the change is approved by a majority of voting members as set forth in Section 1, Paragraph J, above. 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.
- L. In addition to the annual assessment, the Board of Directors may levy assessments as recommended by the Architectural Committee and referenced in Section 7 (H) and (J) below.
- M. The Association shall prepare and maintain a roster of all members and assessments. The roster shall be accessible to all members at all times.
- N. If the assessments, either annual or special, are not paid when due, then such assessments shall become delinquent and shall together with 1.5% monthly interest (18% annually) and the costs of collection, become a continuing lien on the property in the hands of the owner and the owner's heirs and assigns. The obligation of the owner to pay a continuing lien on the property, in the hands of the owner, shall remain his or her personal obligation for the statutory period provided by law and shall not pass to his or her successors in title unless assumed by them. 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.
- O. If any assessment is past due, a letter of Notice of Late Dues and Automatic Gate Pass Revocation and a Property Lien for Non-Payment will be sent out. A gate pass revocation and lien on the property will take place after assessments are 60 days past due.
- P. 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.
- Q. The lien of the assessments provided for in this section shall be prior to and superior to all other liens except:

1. Ad valorem taxes.
 2. 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 the sale or transfer of any lot pursuant to the foreclosure of a first mortgage shall extinguish the lien of such assessments as to the payment thereof which becomes due 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.
- R. There shall be exempted from the charges 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, or for which there are clouds on the title due in whole or in part by Golf North Property Association, Inc., and dispersed for the purpose set out in Section 1 (F).
- S. Annual assessments shall be collected by Golf North Property Owners Association, Inc., and dispersed for the purposes set out in Section 1 (F).
- T. 47F-3-107.1. Procedures for fines and suspension of planned community privileges or services. A hearing shall be held before the voting members of executive Board to determine if any lot owner should be fined or if planned community privileges or services should be suspended. The lot owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs. If it is decided that a suspension of planned community privileges or services shall be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured.

SECTION 3. ASSOCIATION MEETING - ALL COMMUNITY MEMBERS

- A. 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.
- B. Annual Meetings. The annual meeting of members shall be held at 7:00 p.m. on the third Monday in February of each year for the purpose of electing the Directors of the Association, 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 falls on a legal holiday, such meeting shall be held on the next succeeding business day. The Board of Directors 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.

- C. 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 quarterly, when safe to do so.
- D. 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, or electronically, 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 electronic communication or by mail shall be postmarked not later than thirteen (13) days prior to the scheduled meeting. In the case of annual/open meetings, 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.
- E. 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.
- F. Proxies. Members may vote either in person or by agent authorized by written proxy executed by the member or by his duly authorized attorney in fact. A proxy is not valid after the expiration of eleven (11) months from the date of execution, unless the person executing it specifies therein the length of time for which it is to continue in force or limited its use to a particular meeting.
- G. Protocol in Elections and Other Matters Brought Before the Association Meetings.
1. Election of BOARD Officers and Architectural Committee members shall be by secret, written ballot.
 2. Any Member in good standing, may nominate himself or any other Member in good standing of the Golf North POA 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.
 3. A vote to increase or decrease assessments or the basis thereon, or to incur indebtedness by the Association shall be decided by a secret ballot of the membership of the Association at an Association Meeting. Approving such proposed actions requires a quorum as stated in Section 3, Item E. and may be

cast in person or by proxy provided. The President may cast the deciding vote in the event of a tie.

SECTION 4. BOARD

- A. General Powers. The business and affairs of the Association shall be managed by the BOARD.
- B. Number, Term and Qualifications. BOARD officers shall be Members in good standing. Two members of the same household may not serve on the BOARD at the same time. The number of officers constituting the BOARD shall be seven (7) 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.
- C. Removal. Any Board or Architectural Committee Member may be removed at any time without cause by a unanimous vote of appropriate Board or Committee Members who are present and voting at a meeting called for that purpose at which a quorum is present.
- D. Election of Directors. Except as provided in Article IV, Section 5 of this article, two (2) new directors shall be elected at the annual meeting of the members. Those new directors shall be nominated by a committee appointed by the President of the BOARD with nominations approved by the BOARD. The number of nominees may be equal to or more than the number of openings, at the discretion of the Chairman of the Nominating Committee.
- E. Vacancies. Any vacancy occurring in the BOARD may be filled by the affirmative vote of the majority of the remaining BOARD members as long as 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 a vote of the remaining members of the Architectural Committee.
- F. Compensation. The BOARD shall not compensate directors for their service.

SECTION 5. ARCHITECTURAL CONTROL

The architecture of homes and/or improvements to and on each of the lots subject to these protective covenants will be controlled in the following manner by the Architectural Committee.

- A. The Architectural Committee will be composed of three persons 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 of each lot would be entitled to one vote, and a majority vote of property owners would be controlling. The architectural Committee would be elected (or removed) at a meeting to appoint the Architectural Committee. Any

vacancy occurring in the Architectural Committee may be filled by the majority of the voting members of the Golf North Association Board of Directors and shall be elected for the unexpired term of his predecessor in office. Members of such Architectural Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

- B. exceeding noise ordinances, or causing damage to common areas.
1. Builders are required to obtain approval from the Architectural Review Committee before commencing any construction or modifications. Failure to do so may result in fines as determined by the POA. 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.
 2. Builders and contractors must adhere to all community guidelines and regulations established by the POA. Any violations may result in fines imposed by the POA.
 3. Fines may be levied against builders for infractions such as unauthorized construction, failure to obtain necessary permits, or disregarding architectural guidelines.
 4. Builders are responsible for ensuring that construction activities do not disrupt the peace and safety of the community. Failure to comply may result in fines determined by the POA.
 5. The POA reserves the right to impose fines on builders for violations including but not limited to improper disposal of construction waste,
- C. No house, garage, carport, playhouse, outbuilding, privacy or border fence, wall, or other above ground structure shall be commenced, erected or maintained upon any property subject to this 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 equality with existing standards of the neighborhood and as to location in relation to surrounding structures and topography.
1. Fences are allowed in Golf North subject to the following conditions and restrictions:
 - Cannot be more than four (4) feet high.
 - Must be black aluminum, steel, or wrought iron; open-styled only; chain-link is prohibited.
 - Allowed only in the rear of the property.

- Located within the property lines and three (3) feet from the rear lot line.
 - Cannot extend beyond the home's exterior walls.
 - Prior review from the Architectural Committee required before installation.
- D. In the event the Architectural Committee fails to approve or disapprove plans or locations of a home 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.
- E. Assessments may be recommended to the Board of Directors upon a majority vote of the Architectural Committee where the property owner(s) shall fail to maintain their property as provided in Item I, Section 6, of the general requirements.

SECTION 6. APPROVAL OF BUILDERS

Any builder of any home upon any property subject to this declaration must, before beginning construction of said home, be approved by the Architectural Committee as to financial stability, building experience and ability to build homes or other structures on 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 or her income primarily from construction of residences. No lot owner will be permitted to act as his or her own builder or contractor except where such owner obtains his or her income primarily from construction of residences and otherwise meets the qualifications for approval by the Architectural Committee as herein set forth.

SECTION 7. 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 (fifteen hundred) square feet.

SECTION 8. BUILDING LOCATION

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

SECTION 9. GENERAL REQUIREMENTS

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

- B. Garbage containers or other refuse shall be kept in sanitary enclosures so as not to be accessible to animals or visible when such enclosure is shut and shall be maintained under sanitary conditions. Incinerators for garbage, trash or other refuse shall not be used. Garbage containers cannot be left at the roadside for more than 48 hours.
- C. No building, fence, mailbox, outside lighting, newspaper box, screen planter or other improvements, including the installation of solar panels, 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 designs, and external materials with existing structures in the area as to locations with respect to topography, lake, golf course, finished ground elevations and neighboring structures, by the Architectural Committee.
- D. Clothes lines should be placed so they will not be unsightly with regard to all other residents.
- E. Appurtenant private structures:
1. Appurtenant private structures will be permitted only upon written approval of the Architectural Committee.
 2. Kennel operations for the breeding of dogs or other animals is not permitted. Pets that are a nuisance to neighbors or other residents, either because of noise, physical threat, or un-retrieved excrement, are not permitted and may result in fines as recommended to the Board of Directors by the Architectural Committee.
- F. All lots subject to these requirements shall be used as residential building sites only.
- G. Adequate off-street parking shall be provided by the owner of each building site for the parking of vehicles owned by such owner, and owners of building sites agree not to park their vehicles on the streets in this subdivision.
- H. It is a primary responsibility of each lot owner, improved or unimproved, to maintain their lot(s) to present a pleasing appearance to the community of Golf North. Each owner shall keep his lot free of tall grass, undergrowth, trash and rubbish, and keep his lot and dwelling properly maintained. At a minimum, each owner is responsible for maintaining the exterior of his dwelling including, but not limited to replacing broken windows; painting exterior surfaces; eliminating peeling paint; and removing mold and mildew from the roof and all other exterior surfaces. Owners and tenants shall not dump refuse (garbage, leaves, tree limbs, etc.) on any lot (vacant or occupied) or other area not owned by them. Owners and tenants shall refrain from placing cut trees or tree limbs out on the street edge of their property for semi-annual pick up prior to one month from pick up date. In the event an owner of any lot does not properly maintain his lot, including his dwelling, as above provided, in the opinion of the Architectural Committee, then the Architectural Committee may have the required work done and the costs thus incurred in performing the work shall be paid by the Owner. Unpaid amounts become an assessment upon the lot. If, in the opinion of the Board of Directors, community

appearance would benefit, the Board may from time-to-time direct Golf North Community clean-ups.

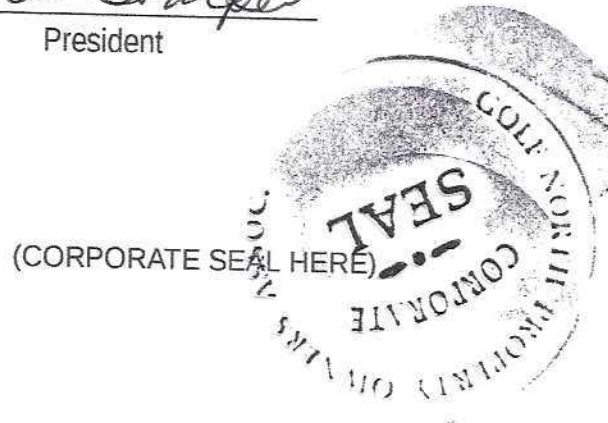
- I. No commercial signs, including "For Rent" or "For Sale" or other similar signs, shall be erected or maintained on any lot.
- J. No noxious or offensive trade or activity shall be carried upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be in use upon the exterior of a dwelling or upon a lot, nor shall such devices be used within a dwelling located upon a lot if the same can be heard by residents of neighboring lots. No wood, leaves, refuse, trash, garbage, debris, or other waste matter of any kind may be burned upon any lot (including fire pits on decks) or upon the common area. Each owner shall keep his Lot free of tall grass, undergrowth, trash and rubbish, and keep his Lot and dwelling properly maintained. At a minimum, each owner is responsible for maintaining the exterior of his dwelling including, but not limited to replacing broken windows; painting exterior surfaces; eliminating peeling paint; and removing mold and mildew from the roof and all other exterior surfaces. Owners and tenants shall not dump refuse (garbage, leaves, tree limbs, etc.) on any Lot (vacant or occupied) or other area not owned by them. Owners and tenants shall refrain from placing cut trees or tree limbs out on the street edge of their property for semi-annual pick up prior to one month from pick up date. In the event an owner of any Lot does not properly maintain his Lot, including his dwelling, as above provided, in the opinion of the Architectural Committee, then the Architectural Committee may have the required work done and the costs thus incurred in performing the work shall be paid by the Owner. Unpaid amounts become an assessment upon the Lot.
- K. Nuisance Fine schedule: 1st Offense \$50, 2nd Offense \$75, 3rd Offense \$100, 4th, and all subsequent offenses \$100. All fines are subject to the same payment terms and conditions as outlined in Article 10, Section 1.D
- L. No trailer, basement (other than as part of a residence when erected), 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 any part of an improved or unimproved property site or lot. 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 and all feces excreted from the dog at that time.
- N. No trade materials or inventories may be stored on the premises of any lot or site and no trucks, boats, trailers, buses, self-motorized camping vehicles, or tractors may be stored or regularly parked on premises except in garages or well screened enclosures. RV's or trailers are permitted in driveways while cleaning or preparing for a trip.

- O. 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.
- P. Pool Facility and Parking Lot. All Golf North and State pool rules and regulations are posted at the pool must be adhered to at all times.
- Q. 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.
- R. 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.
- S. Term. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until December 1, 2033, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by the assent of a majority of the voting members of the association, it is agreed to change such covenants in whole or in part. Notwithstanding the successive 10 (ten) year term stated herein, these covenants may be changed in whole or in part at any time upon the affirmative vote of two thirds (2/3) of the voting members, either in person, by proxy, by mail or electronically covered by these covenants at the time of the vote.
- T. 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 Golf North and which is subject to these or substantially identical covenants, to prosecute any proceedings at law or in equity against the person or personal violating or attempting to violate any such covenant, and either to prevent it, her, him 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 the corporate seal hereunto affixed all by authority duly given of its Board of Directors.

GOLF NORTH PROPERTY OWNERS' ASSOCIATION, INC.

By: Mauris H. Super
President

Attest: Valerie A. Jackett
Secretary



North Carolina

County of LEE

I, Amy S. Tillman, a Notary Public, do hereby certify that Valerie Jackett personally appeared before me this day and acknowledged that she is Secretary of Golf North Property Owners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President and attested by her as the Secretary.

My commission expires:

Dec. 8, 2024

Amy S. Tillman
Notary Public

Witness my hand and notarial seal this 15th day of August, 2024.

