

**EXHIBIT A**

**AMENDED AND RESTATED RESERVATIONS AND RESTRICTIONS APPLICABLE  
TO GOLF NORTH SUBDIVISION - (Revised 9/2020)**

OWNER'S ASSOCIATION: GOLF NORTH PROPERTY OWNER'S ASSOCIATION INC.

ADDRESS: 6129 ST ANDREWS DRIVE, SANFORD, NORTH CAROLINA 27332

NAME OF SUBDIVISION; GOLF NORTH

LOCATION; APPROXIMATELY 3 MILES SOUTHEAST OF SANFORD, NC

NUMBER OF ACRES IN SUBDIVISION: 72.251

KNOW ALL MEN BY THESE PRESENTS that the Lot Owners and members of the Golf North Property Owner's Association, Inc., declare that all of the real property described as being all lots recorded on plat recorded in 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 their successors in title:

**SECTION 1. PROPERTY OWNER'S ASSOCIATION**

1.A.(1984) There is established for Golf North, the Golf North Property Owners Association ("Association"). The Association operates as a nonprofit Corporation established and incorporated under the laws of the State of North Carolina on January 11, 1984.

1.B.(1985) 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.

1.C.(1986) There shall be one class of voting membership in the Association. Voting members shall be 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.

1.D.(1987) Every property owner 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.

1.E.(1988) Each property owner, by acceptance of a conveyance of a lot within Golf North, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant, and agree to pay:

1.E.1.(1989) Annual assessments or charges.

1.E.2.(1990) 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.

1.F.(1991) The assessments, 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 areas, 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.

1.G.(1992-2020) The maximum annual assessment for 2020 is \$744.00 per developed lot, and \$331.00 per undeveloped lot. The amount of this assessment may, after consideration of current maintenance cost and future needs, be adjusted for any year. The Association may change the maximum and basis of the annual assessments for any period provided that any such change shall have the assent of a majority of the voting members of the Association voting whether in person or by proxy at a meeting duly called for this purpose, and written notice of which shall be sent to all members at least thirty days in advance and shall set forth the purpose of the meeting.

1.H.(1993) The annual assessments 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.

1.I.(1994) In addition to the annual assessments 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, any such assessment shall have the assent of a majority of the voting members of the Association voting whether in person or by proxy 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.

1.J.(1995-2020) 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 2020 is three thousand dollars (\$3000.00). The Association may change the maximum and basis of this fee for any period provided that any such change shall have the assent of a majority of the voting members of the Association voting whether in person or by proxy at a meeting duly called for this purpose, and written notice of which shall be sent to all members at least thirty 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 primarily 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.

1.K.(1996) 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.

1.L.(1997) The Association shall prepare and maintain a roster of all members and assessments applicable thereto which roster shall always be accessible to all members of the Association.

1.M.(1998) 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% annual) thereon, and the costs of collection thereon, 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 a continuing lien on the property, in the hands of the owner, to pay such assessment, however, shall remain his personal obligation for the statutory period provided by law and shall not pass to his successors in title unless expressly 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.

1.N.(1999) The lien of the assessments provided for in this section shall be prior to and superior to all other liens except only:

1.N.1.(2000) Ad valorem taxes.

1.N.2.(2001) 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 lien of such assessments as to the payment thereof which become 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.

1.O.(2002) 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.

1.P.(2003) 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

covenants will be controlled in the following manner by "The Architectural Committee".

2.A. The Architectural Committee: 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 of the property owners after at least a 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 candidate will be agreed upon by the 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.

2.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 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 quality with existing standards of the neighborhood and as to location in relation to surrounding structures and topography.

2.C. In the event 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.

2.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 I, Section 6 of the general requirements.

2.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 owner obtains 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

6.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 approved by the Architectural Committee.

6.B. Containers for garbage or other refuse shall be kept in sanitary enclosures so as not to be accessible to animals or visible when any such enclosure is shut and shall be maintained under sanitary conditions. Incinerators for garbage, trash or other refuse shall not be used. Trash containers shall be allowed curbside only on trash pick-up day. Containers left beyond one day after trash collection shall be subject to a \$5 fine per day, which shall be due by the end of the month. Fines are to be paid to the POA Treasurer.

6.C. No building, fence, mailbox, 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 locations with respect to topography, lake, golf course, finished ground elevations and neighboring structures by the Architectural Committee.

6.D. Clothes lines should be placed so that they will not be unsightly regarding Carolina Trace residents.

6.E. Appurtenant private structures:

6.E.1. Appurtenant private structures will be permitted only upon written approval of the Architectural Committee.

6.E.2. Kennel operations will not be permitted. A kennel is defined as a housing for three or more dogs.

6.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.

6.F.1. The American with Disabilities Act (ADA) shall be considered when making any decisions.

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

6.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 streets in this subdivision.

6.I. It is a primary responsibility of each lot owner, improved or unimproved, to maintain their lot(s) so 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 required work done and bill the owner for costs incurred in performing such work. If, in the opinion of the Board of Directors (BOD), community appearance would benefit, the BOD may direct, from time to time, Golf North community clean ups.

6.I.1. In the case of improved lots, lot maintenance shall include grass mowing monthly (minimum). Unsightly weeds, stones, pinecones, etc. shall be removed. Mailboxes shall be maintained in a presentable manner. Mailboxes will not have mold, moss, rust on them. Mailbox closures shall be in working order and be free of sharp edges to prevent any injury to mail carriers.

6.I.2. In the case of unimproved lots, lots shall not be used for dumping of garbage or yard waste. Trees deemed unsafe shall be tagged either by a ribbon or paint. A letter to the owner shall be sent to inform them of issues found on their property. The owner can deem golf North to clear and clean based on a reasonable cost estimate from local companies. If the owner does not wish to use the service selected, they may select a company of their choosing and approval of golf North to do the work. All safety precautions will be used in the cleanup and clearing of trees etc.

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

6.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.

6.L. No trailer, basement (unless such basement is part of a 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.

6.M. No animals or poultry of any kind, other than house pets, shall be kept or maintained in any 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.

6.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.

6.O. 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, 2030, at which time said covenants shall be reviewed and 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-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 covered by these covenants at the time of the vote.

6.P. 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 persons 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.

6. Q. Any violation of these Rules and Restrictions shall be subject to penalties defined by the Board of Officers of the Association.

IN TESTIMONY WHEREOF, Golf North Property Owner's 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.

GOLF NORTH PROPERTY OWNER'S ASSOCIATION INC.

Revised and resubmitted by Jody D Jackett, President

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Jody D. Jackett (Electronically Signed)

Revised, attested, and resubmitted by Susan Miller, Secretary

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(Golf North Property Owner's Association)

(Corporate Seal Affixed Here on Original)