

FILED  
LEE COUNTY  
MOLLIE A. MCINNIS  
REGISTER OF DEEDS

FILED Oct 27, 2005  
AT 10:50:27 am  
BOOK 00998  
START PAGE 0936  
END PAGE 0940  
INSTRUMENT # 10368

BK:00998 PG:0936

**FIRST AMENDED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made this 25<sup>th</sup> day of October, 2005, by Golf West Property Owners Association Inc., (mail to: Golf West Property Owners Association, Inc., 3119A Chipping Wedge, Sanford, NC 27332)

**WITNESSETH**

WHEREAS Golf West Property Owners Association Inc., a non-profit organization created under the laws of the State of North Carolina, desires to provide for the preservation, and protection of the value of the property, being all of the common property and all residential lots in the Golf West Subdivision of Carolina Trace, and to assure the best use and most appropriate development and improvement of the property; and

WHEREAS, to this end, Golf West Property Owners Association Inc. desires to subject the said property to the covenants, conditions and restrictions herein set forth (sometimes referred to herein collectively as "covenants and restrictions") all of which are for the benefit of the property and each owner thereof;

NOW, THEREFORE, in consideration of said benefits to be derived by Golf West Property Owners Association Inc. and owners of lots within the property, the undersigned does hereby establish, publish and declare that the covenants, conditions and restrictions hereinafter set forth shall apply to the property, becoming effective when recorded in the Office of Register of Deeds of Lee County North Carolina and running with the land, to be binding upon all parties having any right, title or interest in any portion of the property thereof and their heirs, successors and assigns.

The document which created the Golf West Property Owners Association Inc. and which was recorded in the Office of the Register of Deeds of Lee County, North Carolina in Book 252, Page 809, and which imposed covenants and restrictions on land in the Golf West Subdivision is incorporated herein by reference as if fully set out herein, and shall continue in full force and effect except as explicitly amended and changed by this **FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.**

**Governance**

1. During any period in which a member shall be in default in the payment of any assessment or charge levied by the Golf West Property Owners Association, Inc. or in violation of the rules and regulations, the voting rights of the member shall be suspended by the Board of Directors until such assessment or charge is paid or the violation is ended.

2. Each owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his home and for all employees, guests and invitees of the owner. Any violation of any provisions of this Declaration, of the Articles or the Bylaws, by any resident, or any guest or invitee of an owner shall also be deemed a violation by an Owner, and shall subject the owner to the same liability as if such violation was that of the owner.

3. The Board of Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written or verbal approval of all the Board members. Any action so approved shall have the same effect as though taken by a meeting of the Board.

4. The failure of any member to receive actual notice of a meeting of the members does not affect the validity of any action taken at that meeting.

5. Recognizing that owners of improved lots receive more benefit from the assessments than owners of unimproved lots, the Board of Directors shall assess the members in a manner that takes this difference into account.

**Architectural Committee**

1. The composition of the Architectural Committee and the method of electing and appointing members of this committee shall be specified in the Golf West Property Owners Association Inc. Bylaws.

2. The Architectural Committee, with the advice and consent of at least a majority of the Board of Directors of Golf West, may establish additional standards, rules and regulations to carry out the intent of all covenants and restrictions related to Golf West, which shall be binding on all lot owners.

3. The Architectural Committee shall request the Board of Directors to hold a hearing to determine if a lot owner should be fined or if privileges or services should be suspended when, in the opinion of the Architectural Committee, a lot owner does not properly maintain his building site or lot.

**Architectural Committee Fees**

1. A Fee in an amount not exceeding \$150.00 for the services of an architect in approving plans for residences may be required in connection with the construction of a new residence or the construction of an addition to an existing residence.

2. Road Maintenance Fees may be required to be paid to the Golf West Property Owners Association, Inc. prior to the start of any construction of a new residence or an addition to an existing residence. The Road Maintenance Fee does not replace or modify in any manner any other fee or assessment that may be required in connection with the construction of a new residence or the construction of an addition to an existing residence. The Road Maintenance Fee shall constitute a lien upon the lot on which a new residence is to be constructed or the lot on which the residence to which additions are being made is located. The Architectural Committee, with the approval of the majority of the Board, shall set the fee, if any, and shall notify all members of the fee amount for the Budget Year.

**Architectural Restrictions**

1. The construction, erection, assemblage, installation and/or placement of any manufactured home, panelized home, pre-cut home, pre-fabricated home, modular home and/or mobile home on any lot within the Golf West Subdivision of Carolina Trace is prohibited.

2. No mobile home or any type of structure transported from another location shall be used as a residence.

3. No structure of any temporary nature shall be erected or allowed to remain on any lot or common area and no trailer, basement, (unless said basement is part of a residence erected at the time), tent, shack, barn, garage, carport or other outbuilding shall be erected or placed on any lot or

common area covered by these covenants, except as specifically permitted herein. None of the structures mentioned herein may be used as a residence either temporarily or permanently.

4. Upon approval, by the Architectural Committee, of plans and specifications, construction shall be started and prosecuted to completion promptly and in strict conformity with the Golf West Construction Indemnity Agreement and Golf West Construction Approval Agreement.

5. The Architectural Committee shall specify the time period allocated for the completion of approved construction activities. The failure to complete construction within the time period specified by the Architectural Committee shall be construed to be a violation of these covenants.

#### **Appearance Covenants**

1. No satellite dish exceeding eighteen inches shall be erected on any lot, building or common area. No radio signals, television signals or any form of electromagnetic radiation may originate from any lot which may unreasonably interfere with the reception of any television or radio signal on another lot.

2. No commercial sign or other sign may be erected on any lot, building or common area except as may be required by law or by legal proceedings. Such prohibition shall apply to commercial real estate signs of any nature and to campaign and political signs. The Board of Directors shall install safety devices and signs as may be needed to enhance the safety and welfare of lot owners, lot owner family members, their guests and visitors to Golf West. Upon request, the Architectural Committee may authorize the erection of one sign not exceeding two feet by three feet during the construction of a new home to identify the contractor responsible for the construction. Other signs by approval of the Architectural Committee.

3. No lot, portion of a lot or common area shall be used or maintained as a dumping ground for rubbish, trash or garbage of any kind.

4. All exterior lighting on any lot or building must be designed and erected so as to avoid annoyance to any other owner, and to avoid unreasonable illumination of any other portion of Golf West except the lot upon which the lighting is erected. The Architectural Committee shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of Golf West.

5. No owner shall in any way interfere with or change the drainage established for a lot without the prior written approval of the Architectural Committee.

#### **Animal Restrictions**

1. No animal or poultry shall be kept or maintained on any lot or in any home except conventional household pets and only in a manner as not to constitute a hazard, nuisance or annoyance to the owners of other lots. The Board shall have the exclusive authority to determine whether the number and manner of keeping pets constitutes a hazard, nuisance or annoyance to the owner of adjacent lots.

2. Animals shall be kept on the owner's lot and shall not be allowed off the premises except under restraint in the company of the owner, a family member or a guest or employee of the owner.

3. No lot owner shall have more than 2 dogs.

4. Household pets shall not be permitted to roam at large upon the lots of other owners or to roam the common areas unless attended by a person and restrained by a leash.

5. All owners shall pick up after their pets.

6. No animals shall be raised, kept, bred or maintained on any lot for commercial purposes.

#### **Use Restrictions**

1. Owners are hereby prohibited and restricted from using any of the common areas except as may be allowed and prescribed by the Board or as expressly provided herein.

2. No truck, motorcycle, boat trailer, camper, travel trailer, commercial vehicle, recreational vehicle, mobile home, inoperative vehicle of any kind, or other powered or non-powered vehicle, other than a private passenger vehicle, shall be parked or maintained on any lot or common area. Three-quarter ton trucks (3/4) and smaller pickup trucks will not be considered "trucks" for the purpose of this regulation. Neither combustibles, unsightly materials, debris, commercial equipment nor any

other nuisance may be stored in or on a truck bed. Commercial vehicles, by way of illustration, include trucks, vans and other large vehicles and equipment.

3. No motor vehicle will be parked on any lot or common area that does not have a current state license and state inspection sticker.

4. No music or sound which is unreasonably loud and annoying to any of the owners of neighboring lots shall be emitted from any lot. The foregoing shall not be deemed to prohibit the emission of the sound of any lawnmower, powered home maintenance equipment such as power washers or other powered lawn or garden equipment being used for lawn or garden maintenance during daylight hours.

5. No leaves or refuse may be burned on the property because of fire hazard and danger to neighboring properties.

6. The speed limit in Golf West is 25 miles per hour.

7. All vehicles shall be driven in a safe manner. Speeding, noisy and reckless driving that annoys or endangers others is prohibited.

**General Provisions**

**Duration**

The covenants, conditions and restrictions of this Declaration shall be binding for a term of one (1) year from the date this Declaration is recorded, after which time they shall be automatically extended for successive and additional periods of one (1) year each.

**Amendment**

1. The Declaration may be amended or terminated during the first one (1) year period by an instrument signed by not less than sixty-seven percent (67%) of the Owners, and thereafter may be amended or terminated by an instrument signed by not less than sixty – seven percent (67%) of the Owners.

2. The Board or any member, in good standing, of the Golf West Property Owners Association, Inc. may propose an amendment to the Declaration.

3. Each amendment adopted by the Association shall be executed by the President and certified by the Secretary as having been duly adopted and shall state the effective date of the amendment.

**Interpretation**

Unless the context requires a contradictory interpretation, the singular shall include the plural, the plural shall include the singular, the masculine feminine or neuter shall include each of the other genders. Headings are inserted only for convenience of reference and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

**Severability**

The provisions of this Declaration are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder hereof.

**Construction and Validity of Declaration and Bylaws**

In the event of a conflict between the provisions of the North Carolina Planned Community Act, the Declaration, the Articles of Incorporation and the Bylaws, the provisions of the North Carolina Planned Community Act, the Declaration, the Articles of Incorporation and the Bylaws, (in that order) shall prevail.

**Attorneys' Fees**

In an action to enforce provisions of the North Carolina Planned Community Act, Articles of Incorporation, the Declaration, Bylaws, or duly adopted rules or regulations, the court may award reasonable attorneys' fees to the prevailing party.

**North Carolina Planned Community Act**

The provisions of the North Carolina Planned Community Act, Chapter 47F of the General Statutes of North Carolina, shall apply to the Golf West Subdivision. Legal fees, recording costs, court fees, and other costs of collection shall be allowed.

**Grandfather Clause**

Existing structures and structures that were approved by the Architectural Committee but are not yet constructed are grandfathered but this shall not be construed as establishing a precedent.

**Successor Statute**

To the extent that the North Carolina Planned Community is modified or repealed, the law as it is changed controls.

At least 67% of the owners of lots in the Golf West Subdivision signed an agreement that the Golf West Subdivision would be subject to and come under the auspices of the North Carolina Planned Community Act and at least 67% of the lot owners in the Golf West subdivision also signed the agreement to amend the then existing covenants and restrictions as stated herein. By their signatures below, the President and Secretary of the Golf West Property Owners Association Inc., certify that the recitation of facts contained in this paragraph is true and correct.

IN TESTIMONY WHEREOF, Golf West 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.

Signed

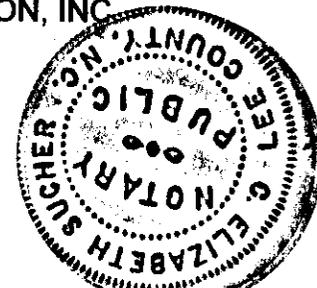
Judith R. Reeder  
President

Date 10-25-05

Paula B. Glouckler  
Secretary

Date 10-25-05

GOLF WEST PROPERTY OWNERS' ASSOCIATION, INC



State of North Carolina  
County of Lee

I, C. ELIZABETH SUCHER, a Notary Public of the County and State aforesaid, certify that JUDITH R. REEDER, personally came before me this day and acknowledged that she is the President of **Golf West Property Owners Association, Inc.**, a North Carolina nonprofit corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President and sealed with its corporate seal.

Witness my hand and official seal, this the 25th day of OCTOBER, 2005.

C. Elizabeth Sucher, Notary Public  
My Commission expires: July 19, 2009