

**GOLF EAST PROPERTY OWNERS ASSOCIATION, INC.**

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

THIS DECLARATION is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the Golf East Property Owners Association, Inc., and effective as of the date of recordation evidenced hereon this instrument.

KNOW ALL MEN BY THESE PRESENTS that the Golf East Property Owners Association, Inc. (**Association**), of Carolina Trace in Lee County, North Carolina, does hereby execute and record this instrument for the purposes of restating and, where now in conflict, amending any and all covenants and restrictions set forth by the Carolina Trace Corporation and by the Association, running with the land described herein this instrument;

WHEREAS, the Association is subject to the North Carolina Planned Community Act, located at Chapter 47F of the North Carolina General Statutes, as favorably voted on by the required percentage affirmative vote of the then-members of the Association;

WHEREAS, the Association desires to provide for the preservation of the value of the property in both the common areas and residential lots in the Golf East Subdivision of Carolina Trace, and to assure the best use and most appropriate development and improvement of the property;

WHEREAS, in consideration of said benefits to be derived by the Association and owners of lots within the property, the undersigned does hereby establish, publish, and declare that the covenants and restrictions hereinafter set forth shall apply to the property, becoming effective immediately and running with the land to be binding upon all persons now claiming or hereafter owning or claiming an interest in any portion of the property;

NOW, THEREFORE, the Association covenants and agrees to and with all other persons or entities who may become the owners of the following lots or parcels of land or any of them living and being in Jonesboro Township, Lee County, North Carolina, and more particularly described as follows:

ALL OF THE LOTS recorded in the Office of the Register of Deeds of Lee County, North Carolina, in Plat Cabinet 1, Page 35, with such reference to said Map hereby made for a more perfect description of said lots.

Said lots or parcels of land are hereby impressed and subject to the following Covenants with Restrictions, with all such hereby being continued or made covenants and restrictions running with the land shown upon said Map and Plat Cabinet recorded May 20, 1976, by whomsoever owned or hereafter acquired, to wit:

- A. All such easements, grants of right-of-way, and other such covenants recorded in the Lee County Register of Deeds and thus running with the land for telephone, power, water, sewer, and other utilities serving the Golf East Subdivision and other areas or subdivisions of Carolina Trace connected thereto and the rights to service, repair, and maintain such utilities shall continue in full force and effect.
- B. All such easements, grants of right-of-way, and other such covenants running with the land by and between Carolina Trace Corporation and Golf East Property Owners Association, Inc., as recorded in the Lee County Register of Deeds, Book 390, Page 138 shall continue in full force and effect.
- C. All such easements, grants of right-of-way, and other such covenants running with the land by and between Golf East Property Owners Association, Inc. and Carolina Trace Country Club, Inc., as recorded in the Lee County Register of Deeds, Book 424, Page 694 shall continue in full force and effect.

- D. All such easements, grants of right-of-way, and covenants and restrictions as established and running with the land and memorialized in the instruments (1) effectuated by Carolina Trace Corporation and creating the Association and initial covenants and restrictions, as recorded in the Lee County Register of Deeds, Book 270, Page 926; (2) declared as amended by the Association, as recorded in the Lee County Register of Deeds, Book 927, Page 211; and (3) declared as amended by the Association, as recorded in the Lee County Register of Deeds, Book 1228, Page 235; with any such continuing covenants and restrictions restated or renumbered as needed herein for clarity and remaining in full force and effect except as explicitly amended, favorably voted in accordance with the North Carolina General Statutes, and enumerated herein.

### **Section 1. Property Owners Association.**

- (A) There is established for Golf East the Golf East Property Owners Association. The Association is registered with the North Carolina Secretary of State and operates as a non-profit association as of recording with the Secretary of State on August 7, 1984, but it may change its status by a majority vote of the Association members.
- (B) Every person or entity who purchases any lot in Golf East shall be a member of the 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 considered a member.
- (C) There shall be one class of voting membership in the Association. For any lot with more than one person or entity holding interest, all such persons or entities shall be considered jointly and entitled to one vote per lot.
- (D) Every property owner shall have a right of enjoyment in and to the common properties shown on the map of Golf East and such easement shall be appurtenant to and shall pass with the title to every lot, subject to provisions set out in this Declaration.
- (E) Carolina Trace Corporation held legal title to and control of the common properties in Golf East until the Association gave evidence that it could adequately maintain and operate the same. At that time, the deed to all the common property in Golf East was transferred to and accepted by the Association. The deed herein incorporated by reference is recorded in the Office of the Register of Deeds in Lee County at Book 390, Page 138.
- (F) Each property owner, by acceptance of a conveyance of a lot within Golf East, whether or not 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 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 each such assessment is made as hereinafter set out.

- (G) 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 and insurance thereon; the maintenance of landscaping; the repair of private roads and walkways and like common areas and facilities in Golf East; the providing of pest control when needed; and any other relevant services important to the development and preservation of an attractive community appearance and for the privacy and general safety of all homesites.
- (H) The Association is governed by the Golf East Property Owners Association Bylaws (**Bylaws**), approved and then attested by the Association Secretary on November 1, 2004, with later amendments

duly approved and attested in the manner therein prescribed. The Bylaws contain a series of provisions designating location of the principal office; membership; meetings of members; Board of Directors (**Board**); meetings of the Board; officer positions; information on financial management of the Association; assessments; general provisions guided by this Declaration; and the amendment process. Definitions and regulations set forth by the Board in the Bylaws are hereby adopted and incorporated herein by reference and shall govern where applicable.

- (I) The annual assessments shall be assigned yearly after consideration of current and future maintenance costs. The Association may change the maximum and basis of the annual assessments for any period, provided that any such changes shall have the assent of two-thirds 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 setting forth the purpose of the meeting. At such meeting, members or proxies entitled to cast at least 51% of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth herein and the required quorum set forth herein. However, no such subsequent meeting shall be held more than sixty days following the preceding meeting.
- (J) 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 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.
- (K) 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 cost of any construction, reconstruction, unexpected repair, or replacement of a capital improvement upon the common properties; provided, any such assessment shall be imposed only upon achieving the same quorum and assent as required for annual assessments and only after such quorum and assent is achieved after the same notice process as required for annual assessments, described herein Section 1(I).
- (L) The Association shall maintain a roster of all members and assessments applicable thereto, and the roster shall be accessible to all members of the Association at all times.
- (M) If the approved assessments, whether annual or special, are not paid when due, then such assessments shall become delinquent and shall, together with associated interest and collection costs as hereinafter provided, become a continuing lien on the property in the hands of the owner, its heirs, and assigns. The personal obligation of the owner to pay such assessment, however, shall remain its personal obligation for the statutory period provided by law and shall not pass to its successors in title unless expressly assumed by them. The 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 assessments provided for in this section shall be prior to and superior to all other liens except only (a) ad valorem taxes and (b) all sums unpaid on a first mortgage or deed of trust to secure debt of record. The sale or transfer of any lot shall not affect the assessments 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 shall become due not later than the day of such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.
- (O) There shall be exempted from the charges and liens herein all common properties dedicated and used for the benefit of all property owners of Golf East.
- (P) All assessments herein provided shall be collected only by the Association.

**Section 2. Architectural Control.** The following is hereby restated or amended and affirmed:

The architecture of homes and improvements to and on each of the lots subject to these protective covenants will be controlled in the following manner by the Architectural Committee (**Architectural Committee**). The Architectural Committee, with the advice and consent of at least a majority of the Board of Directors of Golf East, may establish additional standards, rules, and regulations to carry out the intent of all covenants and restrictions related to Golf East, which shall be binding on all lot owners:

- (A) The Architectural Committee shall be composed of three persons designated and appointed by the Association, composed of Association members in good standing. Further qualifications, powers, duties, and processes governing the Architectural Committee shall be detailed in the Association Bylaws and be binding on all Association members. Members of the Architectural Committee shall not be entitled to any compensation for services rendered hereunder but are entitled to reimbursement for reasonable expenses incurred in the performance of approved duties.
- (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 of 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, as to harmony on exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography.
- (C) Site location and height of structures will be subject to consideration of topography and tree cover; elevations visible from streets, other lots, the lake, and golf courses; as well as similar factors in order to ensure, to the extent practicable, harmonious development of all lots.
- (D) In the event the Architectural Committee fails to approve or disapprove plans or locations of homes on lots within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin 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.
- (E) Dead trees that may pose a hazard to a structure or road must be removed during construction. After occupancy, trees that die and may pose a hazard to a structure or road must be removed. The removal of any tree, alive or dead, exceeding 6" in diameter, must be approved in advance by the Architectural Committee.
- (F) All landscaping, whether naturalized or more formal, must be maintained in an attractive condition.
- (G) Existing structures that were approved are considered "grandfathered," but no such grandfathered element shall be construed to establish a precedent or permission for any other lot.

**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 that are to be built on the property subject to this Declaration. No person shall be approved as a builder by the Architectural Committee unless such 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 the construction of residences and otherwise meets the qualification for approval by the Architectural Committee as herein set forth.

**Section 4. House Requirements.** The following is hereby restated or amended and affirmed:

- (A) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk storage, and basement) of a one-story or split-level dwelling shall cover a ground area of not less than 1,700 square feet.
- (B) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk storage, and basement) of a story-and-a-half dwelling shall cover a ground area of not less than 1,500 square feet. All story-and-a-half dwelling shall have a minimum of 2,100 square feet of floor space in enclosed, heated living areas, except that if the ground area covered is at least 1,700 square feet, the requirement of the 2,100 square feet of total living area shall not apply.
- (C) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk storage, and basement) of a two-story dwelling shall cover a ground area of not less than 1,100 square feet. All two-story dwellings shall have a minimum of 2,200 square feet of floor space in enclosed, heated living areas, except that if the ground area covered is at least 1,700 square feet, the requirement of 2,200 square feet of total living area shall not apply.
- (D) All new home construction must have a minimum of a garage of not less than 400 square feet and be designed to accommodate at least two motor vehicles.
- (E) The construction, erection, assemblage, installation, or placement of any manufactured home, panelized home, pre-cut home, prefabricated home, modular home, or mobile home on any lot within the Golf East Subdivision is prohibited.

**Section 5. Building Location.**

No building of any kind (including garages) shall be located on any building site less than 50 feet from the front lot line; less than 15 feet from any side lot line; less than 50 feet from the property line of any lake or golf course; or less than 50 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 6. General Requirements.** The following is hereby restated or amended and affirmed:

- (A) Before any house may be occupied, it must be completely finished on the exterior; all of the yard that is visible from any 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 underground or 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. All garbage and trash containers placed roadside for garbage collection shall be returned promptly to storage after being emptied by the refuse collection contractor. Incinerators for garbage, trash, or other refuse shall not be used.
- (C) No building, fence, mailbox, 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 the external design, and external materials with existing structures in the area and as to locations with respect to topography, lake, golf course, finished ground elevations, and neighboring structures by the Architectural Committee.
- (D) Fences are permitted only with the explicit approval of the Architectural Committee in accordance with local and federal law and the then-current Architectural Committee Protocols. Requests to the

Architectural Committee for fences must be supported by a survey of the property and the positioning of the fence within the property. Fences to screen air conditioning units, above ground propane tanks and as required by local ordinances for swimming pools are generally permitted. Underground electric fences typically used for animals are generally permitted so long as they stay within the property boundaries of the owner installing such a fence. Any other fence must be explicitly approved by the Architecture Committee and adhere to Golf East Architectural Protocols.

- (E) Clotheslines should be placed so that they will not be in an unsightly manner with regard to the Carolina Trace residents.
- (F) All appurtenant private structures will be permitted only upon written approval of the Architectural Committee. Kennel operations are not permitted.
- (G) No wall, hedge, or mass planting shall be permitted to extend beyond the minimum building setback line established herein or within 10 feet of the rear lot line or within 10 feet of the property line on any lake, except upon the approval by the Architectural Committee. Fences must be a minimum of 1 foot inside the property lines. No fence will be allowed to be directly on the property line.
- (H) All lots subject to these requirements shall be used as residential building sites only. Owners who desire to designate their property as rental property, whether through private or commercial advertising, shall notify the Board in advance of their intention to do so and provide the Board with a copy of the offered lease or rental agreement. Owners renting their homesites shall be prohibited from having any on-site services for renters that are otherwise not typical in residential settings, such as laundromats, fitness centers, spas, or gift shops; further, owners shall not be permitted to advertise on their property with signs or other markings about their desire to rent the homesite, so as to maintain a residential nature and appearance of all Golf East properties. Owners shall provide renters with a copy of this Declaration and the then-current Association Bylaws. Owners remain at all times subject to this Declaration and the then-current Association Bylaws, and by inviting renters to occupy their homesites, owners assume responsibility for their renters and assume all liability associated with the renters' activities while any such renters are using Golf East.
- (I) 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. All vehicles shall be parked in appropriate enclosures or garages, approved driveways, or improved parking areas of the property. Vehicles are strictly prohibited from parking on common property for any period of time. No motor vehicles may be parked at any time on any road or common area that would restrict access of emergency equipment. Parking of commercial vehicles (as defined in the North Carolina General Statutes) is prohibited except when responding to a request for service or repairs. An owner may request special arrangements with the approval of the Architectural Committee for parking exceptions.
- (J) No inoperable vehicles or vehicles without current registration and insurance are permitted on any Golf East property. The Association may have all such vehicles towed at the owner's expense.
- (K) For the purpose of avoiding an unsightly or undesirable waterfront, no boathouse, bathhouse, private dock, pier, raft, landing site, or other structure shall be erected or maintained at or upon the shoreline of any building site having water frontage or upon land under water in front of such building site, excepting where special written permission is granted by the Architectural Committee. The Architectural Committee will give permission for such structure only if the structure does not in any way distract from the natural beauty of the lake.
- (L) Each owner shall keep his building site or lot and the lake bank adjacent thereto (if any) free of tall grass, undergrowth, trash, dead trees, and rubbish. Each owner shall keep his site or lot properly maintained so as to present a pleasing appearance, and if applicable shall maintain the proper contour of the lake bank to prevent erosion. Individual lot owners are responsible to construct each driveway culvert and drainage ditch in a manner to assure full volume flow. Individual lot owners are responsible

for any repair and/or replacement of the driveway drainage culvert. Lot owners shall regularly accomplish normal maintenance and cleanout of the driveway culvert and the drainage ditch flowline adjacent to their property. In the event an owner of any lot does not properly maintain his building site or lot as provided, at the sole discretion of the Architectural Committee, then the Architectural Committee may have any required work done, and the costs thus incurred in performing the work shall be charged to and paid by the owner at the direction of the Architectural Committee.

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

(N) To avoid any chances of sparks igniting, no open burning is permitted within Golf East including:

- a. Incinerators, fires in barrels, and open rubbish fires;
- b. Open fires, such as wood "camp type fires," grills, and fire pit tables unless a spark screen is provided;
- c. Wood fireplaces, inside or outside, unless chimneys have spark arrestor screens installed.

(O) No trailer, basement (unless said basement is part of a residence and already erected), tent, shack, bar, or other outbuilding shall be erected or placed on any building site covered by these covenants, except as specifically permitted herein.

(P) No animals or poultry of any kind, other than house pets, shall be kept or maintained in any part of the property. Each homesite is limited to a total of three (3) dogs and/or cats. All pets must remain in the confines of the owner's property unless otherwise restrained by a responsible person.

(Q) No trade materials or inventories may be stored upon the premises and no boats, commercial trucks, trailers, buses, self-motorized camping vehicles, recreational vehicles (RVs), or tractors may be stored or regularly parked on the premises except in garages or well-screened enclosures. Small boats, such as kayaks and canoes, may be stored in such a manner as to not be visible from the street. Any request for exception from this restriction exceeding four hours in duration must be submitted at least forty-eight hours prior to the beginning date of the requested exception from the Architectural Committee, giving the purpose and duration of parking the vehicle on the premises.

(R) Carolina Trace Corporation for itself and its successors and assigns is given a perpetual easement, privileges, and right for utility, sewer line, water line, and pedestrian walkway purposes on, in, and under a ten-foot strip along the interior side lot line of each building site, and on, in, and under a thirty-foot strip along the shoreline of the Carolina Trace Lake. This easement will be controlled and regulated by the Architectural Committee.

(S) No advertisement signs (including "For Rent," "For Sale," or other similar signs), property identification signs, or commercial signs shall be erected or maintained on any lot except as approved in writing by the Board or otherwise required by law. Decorative signs or decorative flags shall not exceed the size restrictions set forth by the Architectural Committee. All such signs or flags are otherwise not restricted by this provision and are permitted unless they violate any other provisions contained herein this Declaration, the Bylaws, local or federal laws, or any rules propagated by the Board. Security system signs are considered decorative and are restricted only such that they shall not be displayed streetside. No signs of any kind are permitted on common property unless specifically approved by the Board.

(T) Generators may be utilized when local power is disrupted due to weather or scheduled maintenance. Owners shall take all reasonable efforts to mitigate noise as best as possible and keep active generators hidden from street view.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, commencing on the date this Declaration is effectively recorded and continuing for five (5) calendar years from the date of recordation, at which time the then owners of the lots covered herein shall conduct a review of the covenants for renewal or modification. Unless modified at that time, these covenants shall automatically renew annually, subject to an annual review, until modified by favorable vote of the requisite number of then owners of the lots covered herein.

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 any other person or persons owning any real property situated in Carolina Trace 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 damages or other dues for such violation, including reasonable attorneys' fees as permitted by law.

*[Acknowledgments Follow]*

IN TESTIMONY WHEREOF, the Golf East Property Owners Association, Inc. has caused this instrument to be executed in its corporate name, by its President and attested by its Secretary, with its corporate seal hereunto affixed, all by authority duly given of its Board of Directors. By their signatures below, the President and Secretary certify that the foregoing Declaration of Restated and Amended Covenants, Conditions, and Restrictions was voted favorably by the required 67 percent affirmative vote of Golf East Property Owners Association, Inc. members on or about [Date of Vote Tally].

FOR: GOLF EAST PROPERTY OWNERS ASSOCIATION, INC.

BY: \_\_\_\_\_ ATTESTED: \_\_\_\_\_ PRESIDENT  
PRINTED NAME SECRETARY PRINTED NAME

\_\_\_\_\_  
SECRETARY SIGNATURE

\_\_\_\_\_  
PRESIDENT SIGNATURE

\_\_\_\_\_  
DATE DATE

NORTH CAROLINA

LEE COUNTY

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, hereby certify that \_\_\_\_\_ and \_\_\_\_\_ personally came before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal on this date: \_\_\_\_\_.

Notary Signature and Seal: \_\_\_\_\_

Commission Expiration: \_\_\_\_\_