

07289

HARNETT COUNTY, N. C.
FILED DATE 9-19-91 TIME 2:05 PM
BOOK 905 PAGE 908-918
REGISTER OF DEEDS
GAYLE P. HOLDER

AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

Recorded in Book 928, Pages 296-305, Harnett County Registry.

THIS DECLARATION, made on the date hereinafter set forth by Carolina Seasons, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Carolina Seasons, Inc., County of Harnett, State of North Carolina, which is more particularly described as:

Being all of lots A-1 thru A-19, C-1 thru C-7 and D-1 thru D-12 as shown on map recorded in Book E, Page 85 C, Harnett County Registry, January 28, 1991, entitled Carolina Seasons, Section one and prepared by Bracken & Associates, P.A.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS



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Section 1. "Association" shall mean and refer to Carolina Seasons Property Owners Association Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest namely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Areas to be owned by the Association at the time of the conveyance of the first lot is described as follows:

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BEGINNING at the NE corner of lot D-8 and the Western right of way of Forest Pond Road, thence N 41 degrees 15" 13' 96.59 feet S 63 degrees 26" 37' W 184.08 feet S 26 degrees 57" W 150 feet, S 23 degrees 09" 10' W 104.71 feet, N 30 degrees 33" 45' W 72.09 feet, N 01 degrees 34" 23' W 143.29 feet, N 08 degrees 05" 34' E 94.32 feet, N 22 degrees 54"

36' E 67.73 feet N 32 degrees 33" 22' E 64.78 feet N 38 degrees 16" 20' E 70.55 feet, N 23 degrees 22" 45' E 139.60 feet, N 27 degrees 31" 23' E 404.20 feet, S 53 degrees 26" 46' E 557.82 feet, S 02 degrees 27" 22' E 150.54 feet to the Northern line of lot D-7 and with the northern line of said lot S 82 degrees 30" 28' W 141.53 feet to Forest Pond Road, thence with the Northwestern right of way of said road, S 67 degrees 10" 52' W chord distance of 94.87 feet thence S 48 Degrees 44" 47' W 274.99 feet to the Beginning.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to Carolina Seasons, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and the right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on October 1, 2010.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided and (3) special assessments for services. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be three hundred dollars (\$300.00) per lot. Proposed annual assessment shall be \$120.00 per lot for the first year.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership. **310**

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual

assessment may be increased above 5% by a vote of two thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all recorded lots on the first day of the month following the conveyance of the initial Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

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Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien

against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to 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.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

House Requirements:

(a) The enclosed heated living area (exclusive of garages, carports, porches and basements of all dwellings shall contain not less than 1200 sq.ft. or the total enclosed area shall contain not less than 1350 sq.ft.

(b) No building of any kind shall be located on any building site less than 35' from the front lot line, less than 20' from rear lot line, or no less than the set-back line(s) in the regulation for the County of Harnett. On lots adjoining the Golf Course, the rear and/or side lot line set back requirement will be determined by the Declarant and/or the Property Owners Association architectural committee on individual lots and may exceed the requirements of the county. Approval of set back on lots adjacent to the golf course must be written and signed.

(c) No lots shall be divided or subdivided, and only one residence shall be placed on each lot.

(d) No structure shall be erected, altered, repaired or placed upon any of said lots, which structure is designed, intended or used for conducting any commercial or business enterprises, nor shall any such structure be permitted or remain thereon for such purposes.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, or as follows by the Declarant.

(1) If, within fifteen (15) years of the date of these reservations and restrictions, the declarant should develop, from time to time, an additional tract or additional tracts of land, consisting of any property contiguous to the boundaries shown in the general plan of Carolina Seasons, Inc., such additional lands may be annexed to Carolina Seasons, Inc., without the assent of the members.

(2) Carolina Seasons, Inc. may annex to Carolina Seasons and the Carolina Seasons Property Owners Association by recording in the Harnett County Registry a Declaration of Covenants, conditions and restrictions describing the additional lands as additional sections of Carolina Seasons. The Declarations, Covenants and conditions are to be in substantially the same format as this instrument. The additional lands shall be deemed annexed to Carolina Seasons on the date of recordation of the Declaration covering future sections, and no other action or consent shall be necessary.

(3) Subsequent to recordation of the Declaration covering future sections, it shall deliver to the Carolina Seasons Property Owners Association one or more deeds conveying any property that will be designated as Common Area within the lands annexed as such designated property is developed that has not already been deeded to the Association, and that Association shall accept the legal title to and the responsibility for maintenance of said common area. 913

(4) It is expressly understood however, that Carolina Seasons, Inc. is under no obligation to develop the said contiguous property in the same manner as Carolina Seasons, Inc. or in any manner.

Section 5. Easements:

Carolina Seasons, Inc., for itself and its successors and assigns, hereby reserves the following easements:

(1) All Easements for utilities, including but not limited to, electrical and telephone, cable television lines, water lines, sewer lines, drainage and pedestrian walkways, on, in and under each building site and full rights of ingress and egress for itself, its agents, employees and assigns over any part of the property for the purpose of installing and servicing the utilities, drains and walkways for which the easements are reserved.

(2) A reservation or easement for right-of-way to Central Electric Membership Corporation, its successors and assigns, the right, privilege and easement to go upon the lands to construct, maintain and operate in and upon and through said premises in a manner suitable to it with wires and other necessary apparatus and appliances a line or lines for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon. The right to permit the attachment of and/or carry in conduit wires and cables to any other company or person, together with the right at all times to cut away and keep clean of laid lines all trees and other obstructions that may in any way endanger the proper maintenance and operation of the same.

It is understood and agreed that the right-of-way herein granted is for a system of underground electric lines to provide electric service at any point where it is requested on the above described land, and that said electric lines shall be installed at locations mutually suitable to the parties hereto. The excavations necessary to install, inspect, repair and operate said system of lines shall be backfilled and tamped to conform to the adjacent ground surface, and the surplus dirt, if any, shall be removed.

(3) The owners reserve the right to subject the real property above designed to a contract with Central Electric Membership Corp. for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment.

(4) Reservation or easement to Alltel Telephone company, its successors and assigns, the right and privilege to go in and upon said property to construct, maintain and operate in, upon, and through said premises, in a proper manner, with wires and other necessary apparatus and appliances, a line for communication, together with the right at all times to enter upon said premises for the purpose of inspecting said lines and making necessary repairs and alterations thereon, together with the right at all times to cut away and keep clear of said lines all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same. It is understood and agreed that the right-of-way herein granted is for a system of overground and underground telephone lines to provide service at any point where it is requested on the above described land.

(5) A ten foot utility, or drainage easement is reserved by the declarant or assign along each property line.

(6) Golf user easement: An easement is hereby granted to users of the golf course to enter upon lots adjoining the golf course for purpose of retrieving golf balls.

(7) Sight Distance at Intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property line and a line connecting them as shown on recorded map or as required by the N.C. Department of Transportation. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(8) The declarant hereby reserves the right to establish easements or right-of-ways in all Common Areas as described in Article 1, Section 4, for any use deemed necessary by the Developer.

Section 6: 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 or golf course 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. Incinerators for garbage, trash, or other refuse shall not be used.

(c) No buildings, fence, mail box, outside lighting, newspaper box, screen planting or other improvements shall be erected, placed or altered on any lot until 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 and as to locations with respect to topography, finished ground elevations and neighboring structures by the Architectural committee.

(d) Clothes lines shall not be used outside.

(e) Appurtenant private structures will be permitted only upon written approval of the Architectural Committee.

(f) No animals or poultry of any kind, other than domestic house pets, shall be kept or maintained in any part of said property, kennel operations which is defined as housing for three or more animals, will not be permitted.

(g) Fences, walls, hedge or mass planting shall be permitted to extend beyond the minimum building set-back line only with the written approval by the architectural Committee.

(h) All lots subject to these requirements shall be used as residential sites only.

(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.

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(j) Each owner shall keep his building site or lot free of tall grass, undergrowth, trash, dead trees, and rubbish and properly maintained, so as to present a pleasing appearance. In the event an

owner of any lot does not properly maintain his building site or lot, 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. In the event an owner of any lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and exterior of the building and any other improvements erected thereon. In the event said owner does not pay for such work within 30 days after being billed for same then said amount due shall be considered as assessment under Article IV, Section 1., and shall be collectible as an assessment.

(k) No signs shall be permitted on any of the described lots, except one professionally lettered builder, or realtor or financial institution sign of a size not exceeding 24 inches by 36 inches may be used on lots with dwellings under construction or for sale. Any other sign or signs on a vacant lot must have written approval of the declarant or Architectural Control Committee.

(l) 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.

(m) No trailer, shack, garage, vehicle, tent, barn or other building placed or erected on said lot(s) shall be used at any time as a residence. All residences on any of the said lots shall be new construction and shall be built or erected on said premises and no house of any description shall be moved from another location and located on any of the said lots.

(n) No trailer, basement (unless said basement is part of the 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.

(o) No trade materials or inventories may be stored upon the premises other than for ongoing residential construction. No unlicensed cars or other vehicles shall be stored or left on any property over 30 days including but not limited to recreation vehicles, trailers, campers and boats. Trucks, boats, trailers, self motorized campers and other vehicles may be stored or parked regularly on the premises in garages or other well screened areas. Open parking of these vehicles may be permitted by the declarant or the Property Owners Association in writing for designated areas and designated time periods.

(p) No outside radio or television antennas shall be erected on any lot or dwelling or within the property of common areas and pedestrian ways unless and until approval is granted by Carolina Seasons, Inc. This authority to grant such approval may be transferred by Carolina Seasons, Inc. to Association at any time Carolina Seasons, Inc. deems it appropriate.

(q) Satellites will be permitted only by approval as in (p) above.

(r) The fact that the plat made of the property as aforesaid is referred to herein and is shown to the purchaser shall not preclude from closing or making changes in street, roads, lanes and in other ways, where such closing or changes do not close or damage such street, road or land immediately abutting on the property of the purchaser.

(s) Carolina Seasons, Inc. reserves the right, from time to time, to prescribe in writing the manner and extent in its discretion to which the Association exercises acts necessary for the maintenance of Carolina Seasons. Carolina Seasons, Inc. shall retain this right until such time as all lots in the subdivision has been sold to individual lot owners or the restrictions shall expire, whichever occurs first.

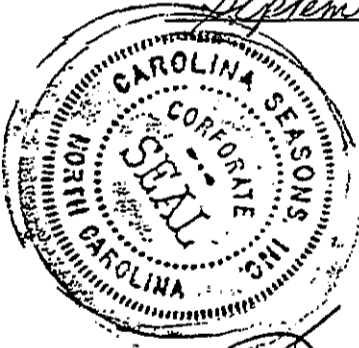
(t) The covenants, restrictions and limitations herein contained may be altered, cancelled or revoked by unanimous assent in writing or all property owners of all the lots shown in the above referenced plat and Carolina Seasons, Inc. provided the instrument making such change shall be duly executed, acknowledged and recorded in the Registry of Harnett County.

Section 7. VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Department of Veteran's Affairs: Annexation of additional properties, mergers, and Consolidations, Mortgaging of Common Area, Dedication of Common Area, dissolution and amendment of the Articles.

IN WITNESS WHEREOF, the undersigned being the Declarants herein, have hereunto set its hands and seal this 19th day of September, 1991.

Carolina Seasons, Inc.
Declarants

By: [Signature]
Van R. Groce, President



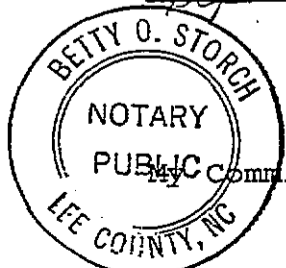
[Signature]
Attest: Secretary

NORTH CAROLINA
LEE COUNTY

I Betty O. Storch a Notary Public, do hereby certify that Van R. Groce personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 14th day of September, 1991.

[Signature]
Notary Public



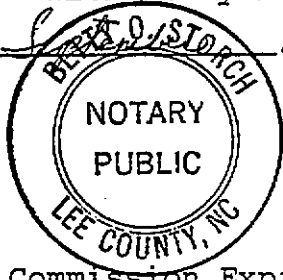
My Commission Expires Sept. 2, 1992

NORTH CAROLINA

LEE COUNTY

I Betty O. Storch, a Notary Public, do hereby certify that Beverly Furr personally came before me this day and acknowledged that she is Secretary of Carolina Seasons, Inc. and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

Witness my hand and official seal this the 19th day of September, 1991.



Betty O. Storch
Notary Public

My Commission Expires: Sept. 2, 1992

NORTH CAROLINA

HARNETT COUNTY

The foregoing certificate of Betty O. Storch is certified to be correct. This instrument was presented for registration this 19th day of September, 1991, at 2:05 a.m./(p.m.) and duly recorded in the office of the Register of Deeds of Harnett County, North Carolina in Book 945 Page 908-918

This the 19th day of September 1991

Gayle P. Holder
Register of deeds

By: Judi C. Smith
Deputy, Register of Deeds

FILED
BOOK 945 PAGE 908-918

'91 SEP 19 PM 2 05

GAYLE P. HOLDER
REGISTER OF DEEDS
HARNETT COUNTY, NC