

This instrument prepared by: Robert W. Yelton

STATE OF NORTH CAROLINA

COUNTY OF CLEVELAND

**RESTATED DECLARATION OF RESTRICTIONS, CONDITIONS, EASEMENTS,
COVENANTS, AGREEMENTS, LIENS AND CHARGES RE WOODBRIDGE SUBDIVISION**

THIS RESTATED DECLARATION, made as of the 8th day of March, 2004, by **WOODBRIDGE ASSOCIATION, INC.**, a North Carolina Nonprofit Corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H

WHEREAS, the Declarant is the successor in interest to Hamrick Development, Inc. (the original Declarant of Woodbridge) with full power to act as Declarant in all matters that arise under the original Declaration as previously amended and restated; and,

WHEREAS, the Declarations being restated herein are as follows:

1. Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges, Woodbridge dated the 23rd day of August, 1972, and being of record in Book 14-G at Page 313 of the Cleveland County Registry.
2. Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges, Woodbridge dated the 20th day of October, 1972, and being of record in book 14-I at Page 343 of the Cleveland County Registry.
3. Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges, Woodbridge dated the 5th day of February, 1979, and being of record in Book 16-Q at page 719 of the Cleveland County Registry.
4. Petition to Revise Restrictions Governing Woodbridge Subdivision dated the 26th day of February, 1979, and being of record in Book 16-R at Page 139 of the Cleveland County Registry.
5. Amendment to Declaration of Restrictions, Easements, Covenants, Agreements, Liens and Charges Woodbridge Subdivision recorded on the 1st day of October, 19990, in Book 1090 at Page 1456 of the Cleveland County Registry.
6. Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges, Woodbridge dated the 20th day of October, 1972, but effective the 1st day of January, 2000, and being of record in Book 1263 at Page 1175 of the Cleveland County Registry.

And,

WHEREAS, at the Annual Meeting of Woodbridge Association, Inc., at which a quorum was present, over seventy percent (70%) of the property owners, either in person, by proxy, or by written consent, adopted the following Restated Declarations:

WHEREAS, Declarant is the successor in interest to the owner of that certain real property located in Cleveland County, North Carolina, as set forth on the following plats of record in the Cleveland County Registry:

WOODBIDGE

Map No. 1	Section No. 1	Plat Book 12	Page 29
Map No. 2	Section No. 1	Plat Book 12	Page 30
Map No. 3	Section No. 1	Plat Book 12	Page 31
	Section No. 2	Plat Book 12	Page 76
	Section No. 1 Phase – 4	Plat Book 12	Page 87

This Declaration shall also be applicable to the property to be shown on future plats of record in the Cleveland County Registry when the deeds for such property make specific reference to said declaration (the developer having the same or a similar plan of development for additional property in the same area, but plats of the same not yet ready for recording); and

WHEREAS, it is the desire and intention of Declarant to sell the above described real property and to impose upon it mutual, beneficial restrictions, conditions, easements, covenants, agreements, liens and charges under a general plan or scheme of improvement for the benefit of all the said lands and the future owners of said lands;

NOW, THEREFORE, Declarant hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following provisions, restrictions, conditions, easements, covenants, agreements, liens and charges all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

COVENANTS RELATING TO PRIMARY USE AND CONSTRUCTION ON LOTS

1. **Single-Family Residences.** Not more than one single-family dwelling house shall be constructed on any one numbered lot as shown on the above referenced plats, except those lots designated as business, commercial, community, special use or reserved, and those areas which are not identified by lot numbers are specifically excepted from all restrictions.

2. **Further Subdivision.** No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant, the Woodbridge Association, Inc. However, no lot shall be subdivided in such a manner that any lot shown on the recorded plat is reduced by more than twenty percent (20%) from its original size.

3. **Approval for Plans and Location of Construction.** No building, fence, wall, or other structure shall be erected or maintained upon any lot, nor shall any exterior addition or change or alterations be made to any structure until two (2) copies of the plans and specifications, (including all exterior elevations, showing the nature, kind, size, shape, height, materials, and other pertinent information relating to the proposed construction), together with two (2) copies of the plat plan showing the location of the proposed construction shall have been submitted to and approved in writing by the Environmental Control Committee. The Committee in their process of approval shall take into consideration the various provisions of these restrictions as well as the harmony of the external design of the structure and its location in relations to surrounding structures and its appearance as viewed from neighboring lots of the Woodbridge Association.

4. **Minimum Residential Living Space.** The minimum floor area of heated living space, exclusive of porches, decks, patios, breezeways, unfinished basements and attics, carports and garages, shall be 2,000 square feet. If such heated living space is on more than one story, no less than 1,400 square feet shall be on the principal living floor above ground level. (In this latter regard, the principal living floor may have differing adjacent floor levels, provided such differential in elevation between levels does not exceed five (5) feet.)

5. **Setbacks.** No building or extension of any building shall extend nearer than 30 feet from any road right-of-way, nor nearer than 15 feet from the side property line; nor nearer than 40 feet from the rear property line.

6. **Compliance With All Governmental Regulations.** All construction shall be in compliance with all applicable state and local governmental regulations, including building codes and zoning regulations.

7. **Completion Schedule.** All building or other construction shall be completed within 12 months of initiation, including paved driveways, parking and turnaround areas.

8. **Water and Sewer.** Now that county water is available, all future household water needs shall be supplied by public water sources. All wells and septic tanks shall be in conformity with location regulations. At such time as central sewage services are available, no further construction of septic tanks shall be permitted.

9. **Specific Requirements and Prohibitions.** All construction shall be of new materials and no exposed cinder block or cement exteriors shall be permitted nor shall open pier foundation type construction be permitted without prior written approval of the Environmental Control Committee. No manufactured, modular, or mobile home of any type, used buildings, campers, or trailers shall be permitted, either for storage purposes, or as temporary or permanent living quarters. No sheet metal nor

clay tile chimney flues shall be exposed without adequate facing material of wood, brick, stone or other substances in harmony with the overall house exterior. No structure of a temporary nature shall be erected or allowed to remain on any lot without written permission of the Environmental Control Committee. No above ground pools shall be allowed.

10. **Garages, Driveways, Parking and Junk.** There shall be a minimum of two (2) automobile parking spaces on each lot, and, except on a temporary basis, all motor vehicles shall be parked only on paved parking areas so provided. Enclosures, shelters, screens and other improvements constructed for the purpose of parking automobile and other vehicles shall be attached to and part of the structure of the house constructed on any lot. No disabled or unused vehicles, broken or discarded items or equipment, or other unsightly debris may be stored on the property in the subdivision in sight of neighboring property owners. From the time that this revision of restrictions becomes effective, present residents not in compliance shall be allowed a period of one (1) year to come into compliance with the terms of this section.

USE AND UPKEEP

1. **Residential Use Only.** All numbered lots shown on the above referenced plats of the Woodbridge Subdivision shall be used exclusively for single-family residential purposes, except those lots designated as business, commercial, community special use, reserved, or those areas not identified by lot number are specifically excepted from all restrictions.

2. **Nuisances and Pet Responsibility.** No noxious, dangerous or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighbor/neighborhood. There shall not be maintained any plants, poultry, animals (other than household pets), or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish the enjoyment of other property in the neighborhood by the owners thereof. Dogs and other common household pets may be kept or maintained provided that they are restricted to the owner's lot. From the time that the revision of these restrictions becomes effective, present residents not in compliance shall be allowed a period of six (6) months to come into compliance with this section.

3. **Restrictions on Signs and Mailboxes.** No commercial signs, except "For Sale" or "For Rent" signs not exceeding two feet by three feet shall be permitted. The Environmental Control Committee may require the grouping of mailboxes and newspaper containers and may make other requirements concerning their locations on lots.

4. **Refuse Disposal and Concealment of Fuel Storage Tanks and Trash Receptacles.** Fuel storage tanks on any lot shall not be visible from any street or adjoining water or other common area within the subdivision. No accumulation of refuse or garbage except in concealed receptacles shall be permitted. Residents shall not put any trash or refuse on any other lot in the neighborhood. Owners of lots where construction is going on must place or have placed accumulated trash and other discarded debris in secure containers and remove it periodically.

5. **Weed Removal.** In the event that any undergrowth, weeds, grasses or other growth on any lot shall exceed two (2) feet in height (except as part of a landscaping plan), the Environmental Control Committee shall give written notice to the lot owner: (1) of such condition; (2) that within 30 days the growth must be cut to a height of no more than six inches; (3) that if not properly cut within such time, the Environmental Control Committee will accomplish such cutting; and (4) that the owner will then be charged a specific amount, to be stated in the notice, to cover the expense of such cutting.

In the event of the extraordinary accumulation of garbage or refuse upon any lot, the Environmental Control Committee may direct its agents to enter upon any lot and remove such accumulation after prior notification to the lot owners in the manner specified above concerning control of growth on lots, including assessment for the expense of removal. This provision shall not be construed as an obligation on the part of the Environmental Control Committee to provide garbage or trash removal services.

Any notification to lot owners as required herein shall be deemed to be complete upon deposit of such notice into regular postal channels, with sufficient postage affixed, Certified Mail, Return Receipt Requested, to the last known address of the record owner of such lot as shown by public land records in the Cleveland County Tax Collector's Office.

6. **Drilling and Mining.** No drilling, refining, quarrying or mining operations of any kind shall be permitted on any lot.

7. **Television and Radio Towers and Satellite Dishes.** No television or radio towers or satellite dishes may be erected or maintained anywhere upon the development without the prior written consent of the Environmental Control Committee.

8. **Boat and Trailer Storage.** Boats and/or boat trailers in workable condition may be kept on the resident's lot; however, no travel trailer, camp trailer, house trailer, school bus or similar property shall be kept on any lot without prior written approval of the Environmental Control Committee. This prohibition is not applicable to such vehicles of temporary visitors.

9. **Laundry.** All drying of wash must be done in an area approved for that purpose by the Environmental Control Committee, except that a folding drying rack not more than four (4) feet in height may be placed at the rear of any lot, and shall be stored when not in use.

10. **Motorcycles, Motorbikes and the Like.** Travel on motorcycles, motorbikes, trail bikes, go carts, four-wheelers, mopeds and motor scooters shall be confined to the designated roadways in the development or to lots where prior written permission for such travel has been obtained from the lot owner.

PROPERTY OWNERS ASSOCIATION

1. **Membership Covenant.** Each owner of a lot subject to these covenants and restrictions shall maintain one (1) membership for each lot owned by him and shall maintain such membership or memberships in good standing as long as such person is the owner of such lot or lots and during such time shall abide by the restrictions or the bylaws of the Woodbridge Association, Inc., as may be amended from time to time; and further agrees to pay to the Woodbridge Association an annual charge, now \$55.00, payable in the manner established by said Association, said annual charge being a reasonable, necessary and proportionate charge for the maintenance, upkeep and operation of the Association. The annual charge may be changed, but only by a majority vote of the Woodbridge Association's property owners. This membership covenant shall be deemed to run with the land and the nonpayment of the annual charge, together with interest, court costs and reasonable attorney's fees shall be a charge and a continuing lien upon the applicable lot in favor of said Woodbridge Association, Inc., and shall be enforceable by said Association as by law may be provided.

2. **Environmental Control Committee.** The Property Owners Association shall select an Environmental Control Committee to perform the functions set out herein and such other functions as shall be assigned to it.

REMEDIES FOR VIOLATION, AMENDMENT, AND TERM

1. **Enforcement.** All provisions, restrictions, conditions, covenants, agreements, liens and charges herein shall be binding on all the lots subject to these restrictions and the owners thereof, regardless of the source of title of such owners, and any breach of the restrictions, if continued for a period of thirty (30) days from and after the date the Declarant or any other property owner shall have notified the owner or resident in possession of the lot as to the breach committed and requested such owner to refrain from a continuance of the breach or requested a correction of such breach, then the Declarant or any other lot owner may apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief be granted, the court may, at its discretion, award to the plaintiff of such action reasonable expenses in prosecuting such suit, including attorney's fees.

2. **No Rights Waived By Delay.** No delay or omission on the part of the Declarant or the owner or owners of any lot or lots in said property, in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against Declarant for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provision, restrictions, conditions, covenants, agreements, liens and charges which may be unenforceable.

3. **Amendment.** Any of the provisions of this Declaration may be annulled, amended or modified to all or part of the lots subject to these restrictions at any time by the Declarant's filing in the Office of the Register of Deeds for Cleveland County an instrument setting forth such annulment, amendment or modification executed by the owner or owners of record (as shown upon the records in the Office of the Register of Deeds for Cleveland County at the time of filing of such instrument) of more than fifty percent (50%) of the property owners of the Woodbridge Association, Inc.

4. **Term.** The provisions of this Declaration shall run with the land and shall exist and be binding upon all lots subject to this Declaration and all owners of such lots until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless prior to the beginning of such a ten (10) year period, an instrument signed by a majority of the property

owners subject to the Declaration agreeing to terminate, amend or modify these restrictions shall have been recorded in the Office of the Register of Deeds for Cleveland county.

IN WITNESS WHEREOF, Declarant has caused this Restated Declaration to be executed as of the 8th day of March, 2004.

WOODBRIAGE ASSOCIATION, INC.

by: _____
President

by: _____
Secretary

NORTH CAROLINA

CLEVELAND COUNTY

I, the undersigned Notary Public for the County and State aforesaid, do hereby certify that Jonathan Ley personally came before me this day and acknowledged that he is the President of Woodbridge Association, Inc., a North Carolina Nonprofit Corporation, and that Stella Cerjan personally came before me this day and acknowledged that she is the Secretary of said Corporation, and that by authority duly given and as the act of such entity, they signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial Stamp or seal this the ____ day of June, 2004.

Notary Public

My Commission Expires: _____