

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 8<sup>th</sup> day of March, 2023~~04~~, by **WOODBIDGE ASSOCIATION, INC.**, a North Carolina Nonprofit Corporation, hereinafter referred to as the “Association Declarant”;

**WITNESSETH**

**WHEREAS**, the Association Declarant is a nonprofit corporation organized under the laws of the State of North Carolina first created or registered with the State of North Carolina on June 9, 1978 and subsequently re-created and/or registered on November 13, 2003 and further 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**, Hamrick Development, Inc., as Declarant, executed that certain Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges Re Woodbridge Subdivision (hereinafter the “Declaration”) which was filed and recorded on August 23, 1972 in Book 14-G, Page 313 et seq. in the Office of the Register of Deeds for Cleveland County, North Carolina; and

**WHEREAS**, at various times the Declarant and the Association have executed and recorded Amendments to and/or Restatements of the Declaration in the office of the Register of Deeds for Cleveland County, which Restatements and/or Amendments include but are not limited to:

**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.~~

2.1. Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges, Woodbridge dated the 20<sup>th</sup> day of October, 1972, and being of record in book 14-I at Page 343 of the Cleveland County Registry;:-

3.2. Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges, Woodbridge dated the 5<sup>th</sup> day of February, 1979, and being of record in Book 16-Q at page 719 of the Cleveland County Registry;:-

4.3. Petition to Revise Restrictions Governing Woodbridge Subdivision dated the 26<sup>th</sup> day of February, 1979, and being of record in Book 16-R at Page 139 of the Cleveland County Registry;:-

5.4. Amendment to Declaration of Restrictions, Easements, Covenants, Agreements, Liens and Charges Woodbridge Subdivision recorded on the 1<sup>st</sup> day of October, ~~1990~~ 1999, in Book 1090 at Page 1456 of the Cleveland County Registry;:-

5. Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges, Woodbridge dated the 20<sup>th</sup> day of October, 1972, but **filed and recorded on effective** the 1<sup>st</sup> day of January, 2000, ~~and being of record~~ in Book 1263 at Page 1175 of the Cleveland

County Registry; and

6. Restated Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges Re Woodbridge Subdivision - dated the 8th day of March, 2004 and filed and recorded on the 30th day of June, 2004 in Book 1419 at Page 69 of the Cleveland County Registry; and

And, WHEREAS, pursuant to the terms of paragraph 3 of the Section of the Declaration and/r Amendments and Restatements thereof titled "Remedies for Violation, Amendment, and Term," and N.C. Gen. Stat §47F-2-117 and related provisions of the North Carolina Planned Community Act, the Declaration may be amended by affirmative vote of at least 67% of the Lot Owners of the Association, which Amendment may subject any portion of Association and/or lots to revised or additional restrictions, conditions, easements, covenants, and agreements; and

WHEREAS, by affirmative vote of the owners of lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated, the Association now desires to amend and restate the Declaration and impose such additional or restated restrictions, conditions, easements, covenants, and agreements as are provided for herein.

NOW, THEREFORE, pursuant to the powers retained by the Association under the Restated Declaration and the North Carolina Planned Community Act, the Association hereby subjects the real property to the provisions of this Restated Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges Re Woodbridge Subdivision, which shall apply to all properties in the subdivision in. Such properties shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Amendment, which shall further be binding upon all persons having any right, title, or interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. This Amendments and/or Restatement is declared and agreed to be in furtherance of a plan for the subdivision and for 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.

This Restatement shall also be applicable to the property to be shown on future plats of record, if any, in the Cleveland County Registry when the deeds for such property make specific reference to said Restated Declaration and shall further be binding upon the Association in accordance with the terms of this Restatement.

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:

**WOODBRIDGE**

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 use 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.~~

## ARTICLE I

### 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 on~~, and those areas which are not identified by lot numbers and which 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, or other improvements 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 accordance with this Section 3 (hereinafter referred to as the "Approval Process"). The Approval Process shall consist of submission of the Plans, Plat, and other project documentation in writing to by the Environmental Control Committee, which shall, within 30 days of receipt, review the submission and make a written recommendation regarding approval or denial of the submission and/or construction proposal to the Board of Directors. The Board shall review the recommendation at its next regularly scheduled meeting, or earlier by informal action, and approve or deny the submission and/or construction proposal in writing. The Applicant shall be given notice of the Board meeting and of the recommendation of the Environmental Control Committee and have the right to attend and be heard with respect to the submission at the Board meeting. - ~~The Board 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 or improvements, and its location and/or function in relations to surrounding lots and 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 as provided by the approval process in Article I, Section 3, 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, provided that the Board may receive and approve, in writing, temporary uses of such structures or equipment for storage or living quarters not to exceed 30 days, in the event exceptional circumstances or significant hardship. - This restriction shall not prohibit the parking and keeping of campers or travel trailers as provided in Article I, Section 12. 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 Board pursuant to the Approval Process, Environmental Control Committee. No above ground pools shall be allowed.

10. **Accessory Structures and Detached Garages.** Detached garages, carports, accessory buildings and utility sheds are permitted in accordance with the Approval Process as provided in Article I, Section 3. All detached garages and accessory buildings or structures shall be limited to 1 story, - may not exceed the height of the principal residence, and must be compatible with such residence in style, color and facing material. Detached garages and accessory buildings shall be located on the same lot as the principal residence, provided that owners of more than 1 lot may complete and record a recombination of lots to meet this requirement. Accessory buildings are limited to 30% of the square footage of the primary residence measured from the interior walls. Garages must be completely closed and must be connected to an approved driveway for vehicle ingress and egress. Metal carports, garages, utility buildings or other accessory structures are not permitted. All detached garages and accessory structures must meet the setback provisions in paragraph 5 of this section and must include a permanent foundation underneath the entire structure.

11. **Fences.** All fences, including decorative fences, garden or landscaping fences, and free-standing pet enclosures, must be approved by the Association in accordance with the Approval Process as provided in Article I, Section 3. Fences may be located in the side and rear yards only and shall generally be less than 4 feet (48 inches) in height and shall be open in order to allow for the passage of light and air; privacy or solid fences and fences above 4 feet or 48 inches may only be approved upon a showing of good cause, which shall be determined solely by the Board in accordance with the Approval Process and in its exclusive discretion. All fence materials must also be approved as provided by the Approval Process, except that chain link or wire fences of any type may be prohibited. Fences must be maintained so as not

to deteriorate.

~~12. **Garages, Driveways, Parking and Junk.** -Driveway and parking design, location and materials shall be submitted to and approved by the Board pursuant to the Approval Process described in Article I, Section 3. 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, which may consist of paved surfaces, gravel, or permeable materials designed for the parking of vehicles. All Parking Areas must be approved in accordance with the Approval Process as provided in Article I, Section 3. 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. -The term "vehicles," as used herein, shall include, without limitation, motor homes, campers, travel trailers, utility trailers, motorcycles, mini-bikes, scooters, go-carts, golf carts, golf cars, trucks, campers, buses, vans, automobiles and limousines. All vehicles must be maintained and where applicable legally titled and currently registered, and no disabled or unused vehicles, broken or discarded items or equipment, or other unsightly debris may be stored on the property in sight of neighboring property owners. The Board of Directors shall have the authority to require removal or repair of broken, unsightly, or junked vehicles. Except as provided in paragraph 13, "Motorcycles, Motorbikes and the Like," vehicles shall be operated only on the roadways and driveways in the subdivision shall not be parked on the Common Property or on any other portion of the Community other than the driveway, parking areas, and the garage serving a Lot.~~

~~9. 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.~~

## **ARTICLE II** **USE AND UPKEEP**

1. **Residential Use Only.** All numbered lots shown on the above referenced plats of the Woodbridge Subdivision shall be ~~used~~ exclusively ~~as for~~ single-family residential ~~lots 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. ~~Activities and conduct causing or resulting in unreasonable noise or which interferes with the peaceful enjoyment of property by neighbors and other lot owners are prohibited.~~ The Board of Directors may in its discretion enact and publish rules prohibiting the ~~use of gas powered or other noisy equipment during certain hours.~~ -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. ~~Lot owners shall be responsible and shall ensure that their animals and the animals of their guests remain under proper control at all times. Pets may not, however, be kept on chains or similar fixed restraint devices on any Lot. Animal nuisance of any kind, including noise and improper waste disposal, will not be tolerated.~~

~~2.3. -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.~~

~~3.4. **Restrictions on Signs and Mailboxes.** No commercial signs, except "For Sale," or "For Rent" signs not exceeding two feet by three feet, or signs of like size advising as to the presence of alarm or security systems, shall be permitted. The Environmental Control Committee Board may require the grouping of mailboxes and newspaper containers and may make other requirements concerning their locations on lots.~~

**4.5. 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. Trash cans and recycling containers may not be placed at the road or street except on the day of collection, and must be kept screened behind the principal residence or otherwise screened from view from the street at all other times. 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.

**5.6. Weed Removal.** Lot owners are responsible for all yard maintenance. Grass must be kept at a reasonable length and weeds must be regularly removed and controlled. Leaves, yard waste and debris must be regularly cleared and removed. The burning of leaves or other yard waste is prohibited. 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) or in the event of other reported violations of this paragraph 6, the Board Environmental Control Committee may shall give written notice to the lot owner: (1) of such condition or violation; (2) that within 30 days the growth must be cut to a height of no more than six inches and/or the violation otherwise corrected; and (3) that if not so corrected properly cut within such time, the property owner may be fined as provided for in this Declaration or the Planned Community Act, or in the alternative the Board, Environmental Control Committee in its sole discretion, may will correct the violation and assess -the lot accomplish such cutting; and (4) that the owner will then be charged a the cost specificthe amount, to be stated in the notice, necessary to cover the expense of such correction, cutting.

In the event of the extraordinary accumulation of garbage or refuse upon any lot, the Board 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, and assess the lot owners for the cost including assessment for the expense of removal. This provision shall not be construed as an obligation on the part of the Board or the Association 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 (i) 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; or (ii) the last act necessary to send such notice by electronic transmission to the email address on file with the Association.

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

**7.8. 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 Board, Environmental Control Committee.

**9. Boat and Trailer Storage.** Boats, and/or boat trailers, campers, travel trailers, and golf carts in workable condition may be kept on the resident's lot, provided that the parking of campers, travel trailer, golf carts and other vehicles comply with the preceding Article I, Section 12, Section 10, "Garages, Driveways, Parking, and Junk;" of the Primary Use and Construction on Lots section 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 Board Environmental Control Committee. This prohibition is not applicable to such vehicles of temporary visitors.

**8. Landscaping.** Modest garden and landscaping changes, such as planting a single tree or shrub, seasonal plantings, installing edging or bed and garden borders less than 18 inches in height, are

permitted without approval of the Association. All other garden or landscaping changes, including, but not limited to, hardscape removal or installation, construction of retaining walls, landscape walls, water gardens, arbors, trellises, gazebos, and any statute, structure or item greater than 2 feet in height must be approved in accordance with the Approval Process as provided in Article I, Section 3.

10. **Laundry.** All drying of wash must be done in an area approved for that purpose by the Board in accordance with the Approval Process~~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.

11. **Pools and hot tubs.** In ground pools and hot tubs are permitted with approval in accordance with the Approval Process as provided in Article I, Section 3, and provided they are located in the side or rear of the residences, and not located in any storm water or other easement area. Owners are required to comply with all applicable state and local codes. Above ground pools are not permitted.

12.  
~~9.13.~~

~~10.14.~~ **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. Golf carts and golf cars may travel on the designated roadways, or may cross common elements or private lots with the permission of the lot owners to access the golf course, lake, or other recreational property.

16. **Home-Based Businesses.** Home-based businesses are permitted provided the following criteria are met: (a) it is not evident that home-based business is being conducted; (b) there is no unusual traffic, other than normal residential traffic; (c) signs are limited to vehicles which must be parked in the driveway of the lot; and (d) commercial vehicles too large for a garage must be parked in the driveway or designated parking areas and be no larger than a pickup truck or standard van not exceeding 10,000 GVWR.

### ARTICLE III

#### 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, . Beginning January 1, 2024, T~~the annual assessment may be increased by the Board of Directors by an amount consisting of the greater of \$20.00 or 10% of the assessment for the previous calendar year, 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.~~The lien provided for herein shall be prior to all other liens recorded subsequent to the recordation of such notice of assessment. Any dues, assessments or other charges which remain unpaid for more than 30 days shall bear interest at the legal rate. Any lien arising under this section may be enforced by foreclosure in accordance with the provisions of Chapter 47F of the North Carolina General Statutes or in any other manner permitted by law. The Association shall have the power to purchase the Lot at a foreclosure sale and to hold, lease, mortgage and convey the same.

2. **Covenants to Pay Assessments; Liens.** Every Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay, to the

Association such regular annual assessments or charges and such special assessments or charges as may be levied by the Association pursuant to the provisions of this Declaration or the By-Laws of the Association. No assessment shall be due except with respect to Lots shown on a recorded subdivision plats, as may from time to time be added or amended. The amount of any such annual or special assessment, plus any other charges thereon, such as interest, late charges, cost and fines (including, without limitation, attorneys' fees), as such may be provided in this Declaration, shall be and become a lien upon the Lot assessed when the Association causes to be recorded in the official records of the County a notice of assessment, which notice shall state:

- A. The amount of such assessment, fines and such other charges thereon as may be authorized by this Declaration;
- B. A description of the Lot against which the same has been assessed; and,
- C. The name of the record owner of the Lot assessed.

Such notice shall be signed by an authorized representative of the Association. Upon payment of such assessment and charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Association, at the Owner's cost and expense, shall cause to be recorded a further notice stating the satisfaction and the release of the lien thereof. The lien provided for herein shall be prior to all other liens recorded subsequent to the recordation of such notice of assessment. The lien may be enforced by foreclosure in accordance with North Carolina law, or in any other manner permitted by law. The Association shall have the power to purchase the Lot at a foreclosure sale and to hold, lease, mortgage and convey the same. Assessments with respect to any Lot shall be the obligation of the Owner thereof. Failure to pay any assessment described herein shall not constitute default under an insured Mortgage.

3. **Delinquent Assessments; Fines.** Any assessment or annual dues not paid within thirty (30) days after the due date shall be delinquent. The Board may require that any delinquent assessment bear a late charge to cover administrative expenses incurred as a result of the late payment of the assessment. Late charges on delinquent assessments and fines levied as provided herein shall not exceed those permitted by applicable law.

The Association shall further have the authority to assess reasonable fines or suspend membership rights or privileges for violation of the provisions of this Declaration as provided in the Section titled "Remedies for Violation, Amendment, and Term" and pursuant to the provisions of North Carolina Planned Community Act.

The Association may bring legal action against the Owner personally obligated to pay a delinquent assessment or fine. In any legal action to enforce payment of an assessment or fine, the Association shall be entitled to recover interest, costs and reasonable attorneys' fees.

4. **Environmental Control Committee.** The ~~Board of Directors 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.

#### **ARTICLE IV** **REMEDIES FOR VIOLATION, AMENDMENT, AND TERM**

1. **Enforcement.** All provisions, restrictions, conditions, covenants, including any Restatements or Amendments thereto, agreements, dues, assessments and/or any other charges imposed by the Association liens and charges herein shall be binding on all the lots subject to this Declaration 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 Association Declarant may proceed with imposing reasonable fines and/or the suspension of privileges in the manner authorized by Chapter 47F of the North Carolina General Statutes. Any fines so assessed shall become a lien on the property and may be recovered pursuant to a foreclosure action in the manner provided by Chapter 47F of the General Statutes. Any fines, assessments, dues and charges, which remain unpaid for more than 30 days shall bear interest at the legal rate, and the Association shall be entitled to recovery such interest, together with a reasonable attorneys fee and costs, in such a foreclosure proceeding. In addition, the Association -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 Association 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 approved 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 sixty-seven fifty percent (6750%) 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 Ceounty.

IN WITNESS WHEREOF, the Association Declarant has caused this Restated Declaration to be executed as of this the 8<sup>th</sup> day of March, 2023 2004.

WOODBIDGE 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/she 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: \_\_\_\_\_

STATE OF NORTH CAROLINA

CLEVELAND COUNTY

This \_\_\_\_\_ day of \_\_\_\_\_, 20243, personally came before me, a Notary Public for said County and State, \_\_\_\_\_, who, being duly sworn, says that he/she is the President of Woodbridge Association, Inc., a North Carolina Nonprofit Corporation, and that the foregoing instrument was signed by him on behalf of said corporation by authority duly given, and further that \_\_\_\_\_, who being duly sworn, says that he/she is the Secretary of Woodbridge Association, Inc., a North Carolina Nonprofit Corporation and that the foregoing instrument was signed by him on behalf of said corporation by authority duly given.

WITNESS my hand and notarial seal or stamp.

[NOTORIAL SEAL/STAMP] \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_