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BOOK 452 PAGE 284

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Mail to Van R. Groce, P.O. Box 2825, Sanford, N.C. 27330  
Prepared by Beverly Furr

AMENDED

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

RECORDED IN BOOK 438 PAGE 37

THIS DECLARATION, made on the date hereinafter set forth by Van R. Groce and Custom Contracting Corporation, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owner of certain property in Jonesboro Township, County of Lee, State of North Carolina, which is more particularly described as:

BEING ALL OF LOTS AND PROPERTY AS SHOWN ON MAP RECORDED IN PLAT CABINET 7, SLIDE 31, LEE COUNTY REGISTRY, ENTITLED "WOODBIDGE POINTE, PHASE II". AND PREPARED BY BRACKEN & ASSOCIATES.

NOW THEREFORE, Declarants 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

Section 1. "Association" shall mean and refer to Woodbridge Pointe Property Owners Association, 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 merely 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:

TRACT ONE: BEGINNING at a point in the eastern right of way of Laurel Ridge Drive, said beginning point being located in the northwestern corner of Lot 99; running thence N. 61 degs. 24 mins. 18 secs. E. 178.33 feet to a point; thence N. 31 degs. 15 mins. 20 secs. W. 45 feet to a point; thence S. 61 degs. 23 mins. 28 secs. W. 179.12 feet to a point in the eastern right of way of Laurel Ridge Drive; thence with the eastern right of way of Laurel Ridge Drive, S. 32 degs 15 mins. 44 secs. E. 45 feet to the point of BEGINNING, containing .18 acre, more or less, as shown on map entitled "Woodbridge pointe, Phase II" and prepared by Bracken & Associates.

TRACT TWO: BEGINNING at a point located in the northeast corner of Lot 60; running thence N. 56 degs. 55 mins. 15 secs. E. 10 feet to a point located in the southwest corner of Lot 61; thence N. 38 degs. 13 mins. 39 secs. W. 71.05 feet to a point; thence S. 80 degs. 57 mins. 28 secs. W. 12.31 feet to a point; thence S. 38 degs. 49 mins. 06 secs. E. 76.17 feet to the point of BEGINNING, as shown on map; entitled "Woodbridge Pointe Phase II" and prepared by Bracken & Associates.

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 Area.

Section 6. "Declarants" shall mean and refer to Van R. Groce and Custom Contracting Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarants 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 Declarants, 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 Declarants 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 December 31, 1990.

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. 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, and of the homes situated upon the properties.

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 one hundred dollars (\$100.00) per lot.

(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.

(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 foxed 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 lots on the first day of the month following the conveyance of the 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.

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 6 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.

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. 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.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII  
OTHER RESERVATIONS, EASEMENTS & RESTRICTIONS

Section 1. Utility Easements. (a) A reservation or easement for right-of-way to Carolina Power and Light Company and/or 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, lines, and other necessary apparatus and appliances 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 carry in conduit wires and cables of any other company or person, 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 property 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; and having done this in a reasonable satisfactory manner, the grantee shall have no further responsibility in respect thereto.

(b) Reservation or easement to Alltel Telephone company the right and privilege to go in and upon the 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 communications, together with the right at all times to enter upon said premises for the purposes of inspecting said line and making necessary repairs and alterations thereon together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same. To have and to hold the aforesaid right, privilege and easement unto the Alltel telephone Company, its successors and assigns forever. This easement for underground telephone facilities only.

(c) The declarer reserves the right to subject the real property in said property to a contract with Carolina Power & Light Company and/or Central Electric Membership Corporation for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Carolina Power & Light Company and/or Central Electric Membership Corporation by the owner of each building.

(d) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot unless an easement abuts the rear of said lot. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on the recorded plat.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 3. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 4. Storing and Parking. No trade materials or inventories may be stored upon the premises and no trucks, boats, trailers, buses, self-motorized camping vehicles or tractors may be stored or regularly parked on the premises except in a garage, or well-screened enclosure. Unlicensed, inoperative, or junk vehicles are prohibited and may be removed by the Property owners Association after 30 days notice and the cost of removal shall be added to and become a part of the assessment to which such lot is subject.

Section 5. 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.

Section 6. Buffer along Right-of-Way of Lee Avenue Extension. In the buffer strip along Lee Avenue Extension, no property owner may place or remove any trees, plants, or shrubs, or place any drives, fences or outbuildings without the approval of the architectural committee. The intent of this zone is to screen from the road the homes and to screen from the homes the street.

Section 7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No Mobile Homes shall be permitted on any lot.

Section 8. Signs. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property during the construction and sales period.

Section 9. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that household pets may be kept provided that they are not kept, bred, or maintained for any purposes other than as household pets. Kennel operations will not be permitted. A kennel is defined as housing for more than two pets. No large dogs of any breed are allowed and only one dog per lot not to exceed 25 lbs in adult weight will be permitted.

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ARTICLE VIII  
EXTERIOR MAINTENANCE

In the event an owner of any lot in the properties 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 the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

IN WITNESS WHEREOF, the undersigned being the Declarants herein, have hereunto set its hands and seal this 1<sup>st</sup> day of October, 1990.

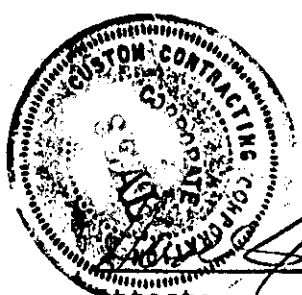
Van R. Groce  
Declarant

By: Van R Groce

Custom Contracting Corporation  
Declarant

By: Van R Groce

Van R. Groce, President



[Signature]  
Attest:

Secretary, Custom Contracting Corporation

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NORTH CAROLINA  
LEE COUNTY

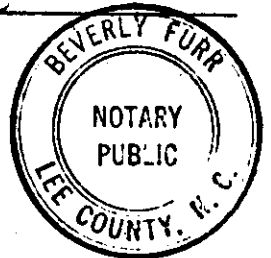
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I Beverly Furr, a Notary Public, do hereby certify that Van R. Groce personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 1<sup>st</sup> day of October, 1990.

Beverly Furr  
Notary Public

My Commission Expires: 4-4-93



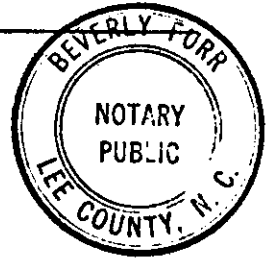
NORTH CAROLINA  
LEE COUNTY

I Beverly Furr, a Notary Public, do hereby certify that Gerald J. Womble personally came before me this day and acknowledged that he is Secretary of Custom Contracting corporation, 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 himself as its Secretary.

Witness my hand and official seal this 1<sup>st</sup> day of October 1990.

Beverly Furr  
Notary Public

My Commission Expires: 4-4-93



NORTH CAROLINA  
LEE COUNTY

The foregoing certificates of Beverly Furr <sup>are</sup> certified to be correct. This instrument was presented for registration this 1<sup>st</sup> day of Oct, 1990, at 3:40 ~~a.m.~~ (p.m.) and duly recorded in the office of the Register of Deeds of Lee County, North Carolina in Book 452 Page 284.

This the 1<sup>st</sup> day of Oct, 1990

Nellie W. Thomas  
Register of deeds

By: Mollie G. Cochran  
Assistant, Register of Deeds