# WOODRIDGE FARMS

Ramsey Road, Albemarle, NC 28001







**WOODRIDGE FARMS** Offers 5 estate size parcels with rolling fields, babbling creek (4 of the 5) and a mixture of woods and cleared areas. Each has ideal building sites. Bring your hiking boots and/or farm animals and enjoy nature at its best.









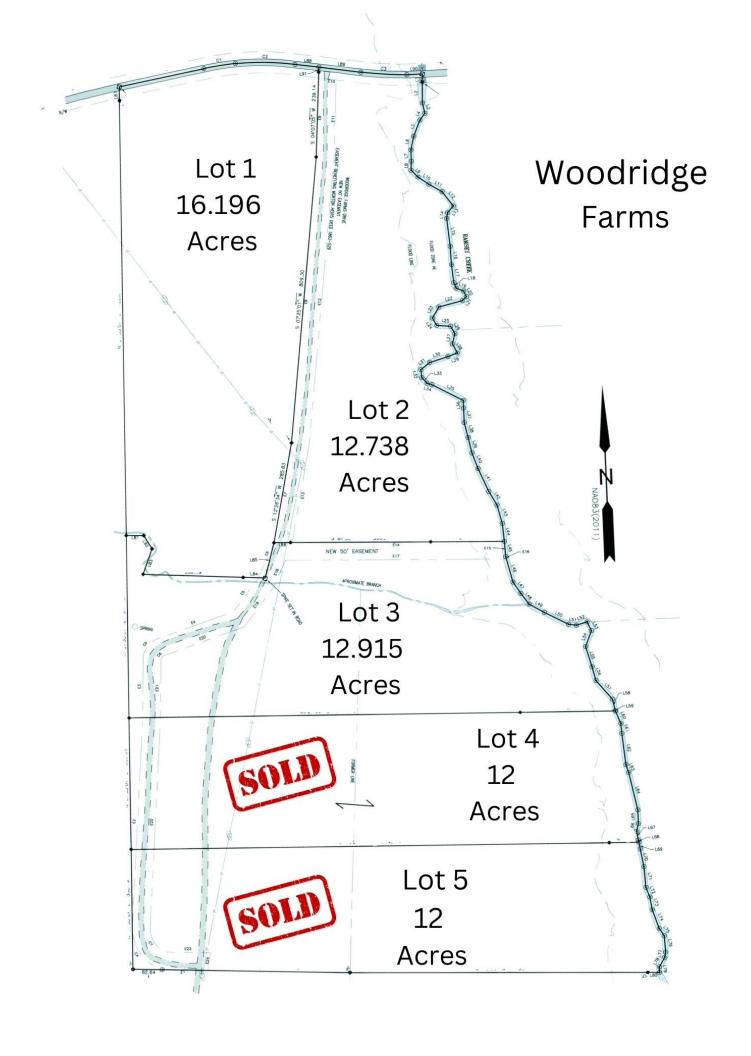


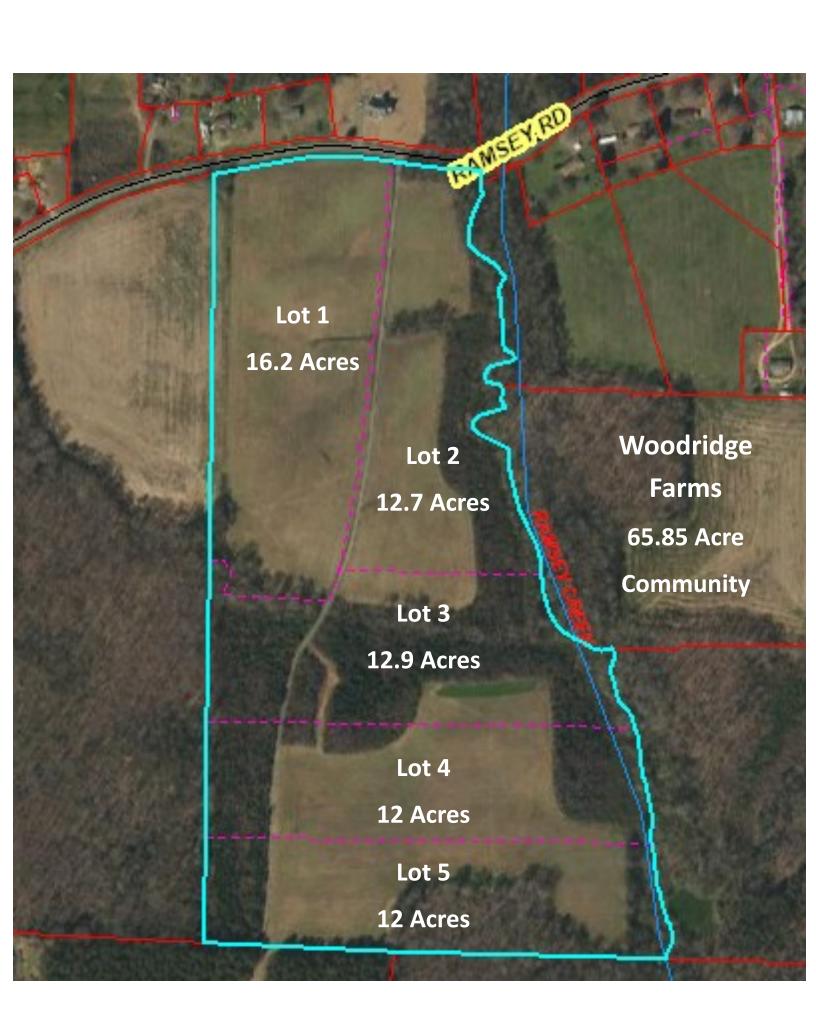
30 foot shared private road with road maintenance agreement. CC&R's are suitable for those wanting a peaceful, private country lifestyle with or without your farm animals of choice.

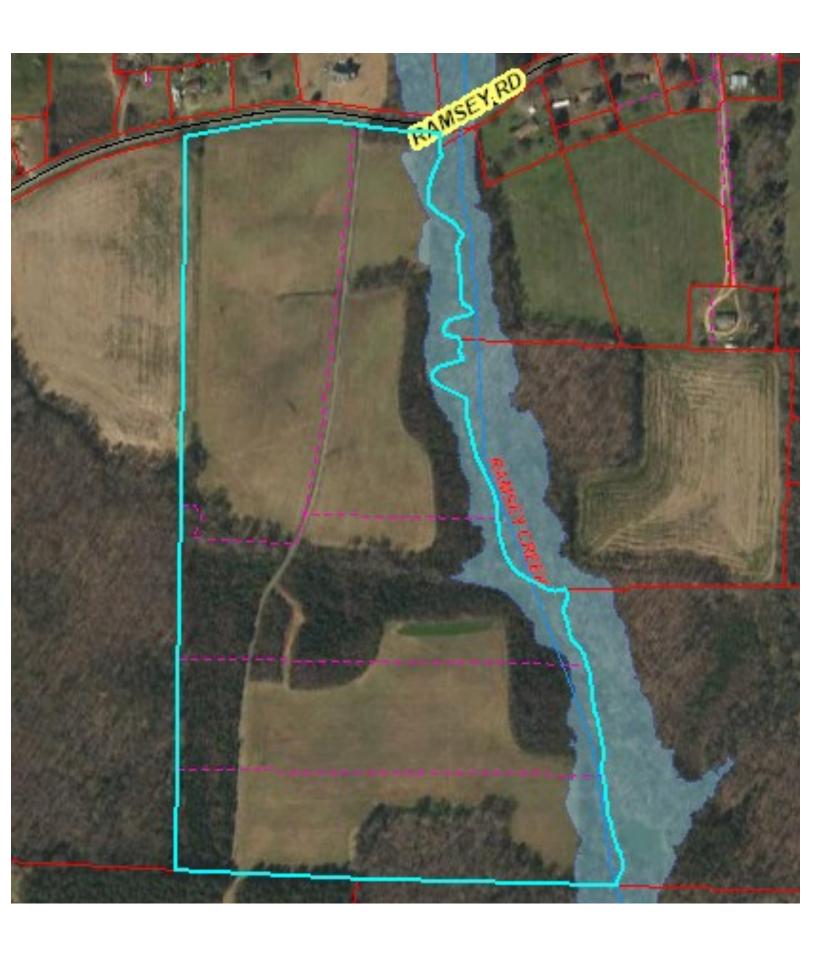
Soil Testing and
Septic Permits Completed

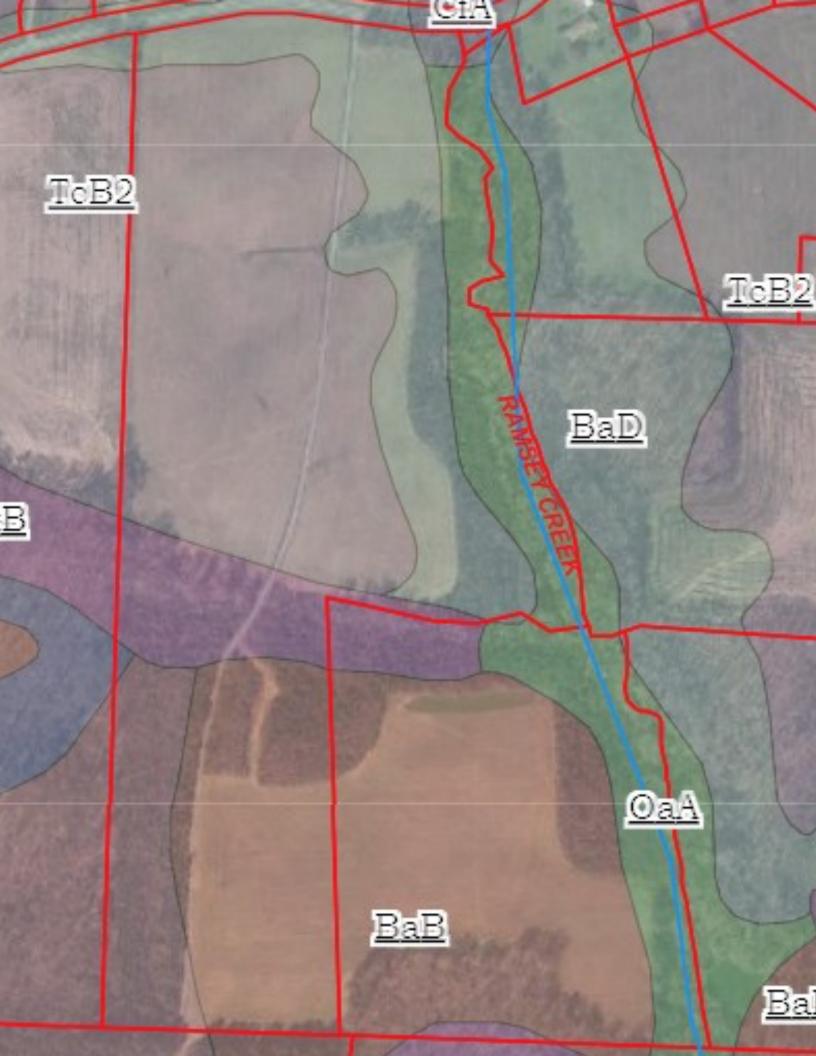


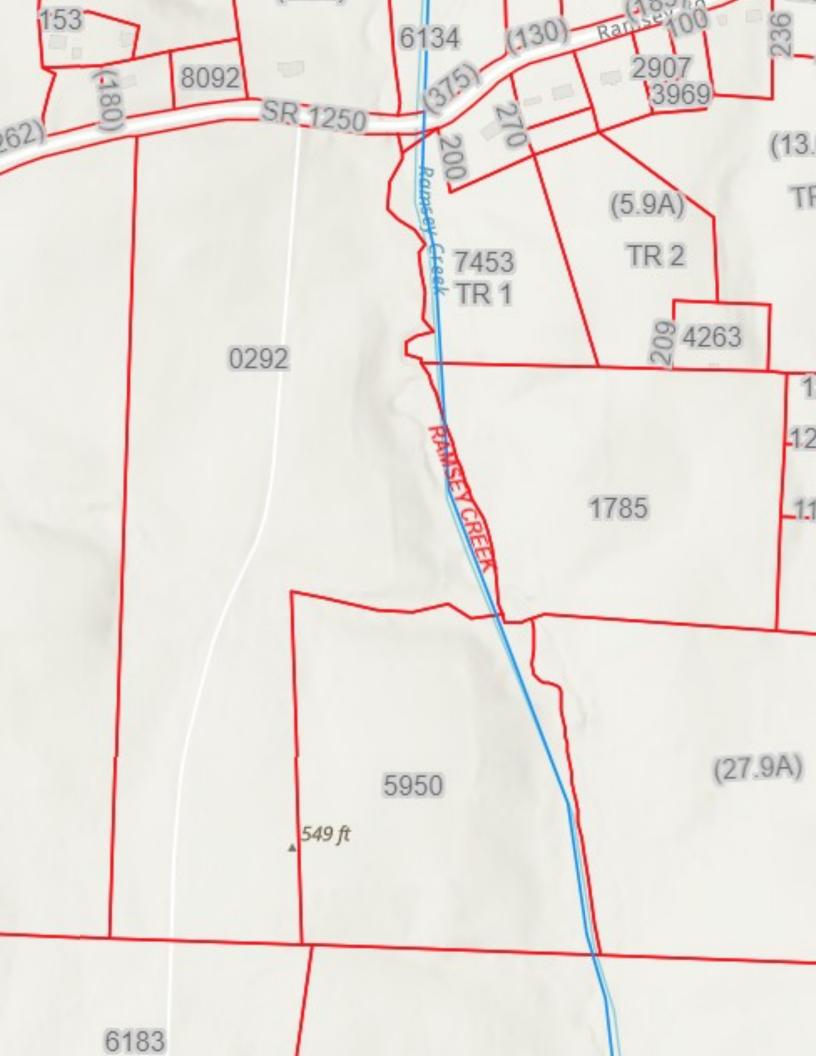


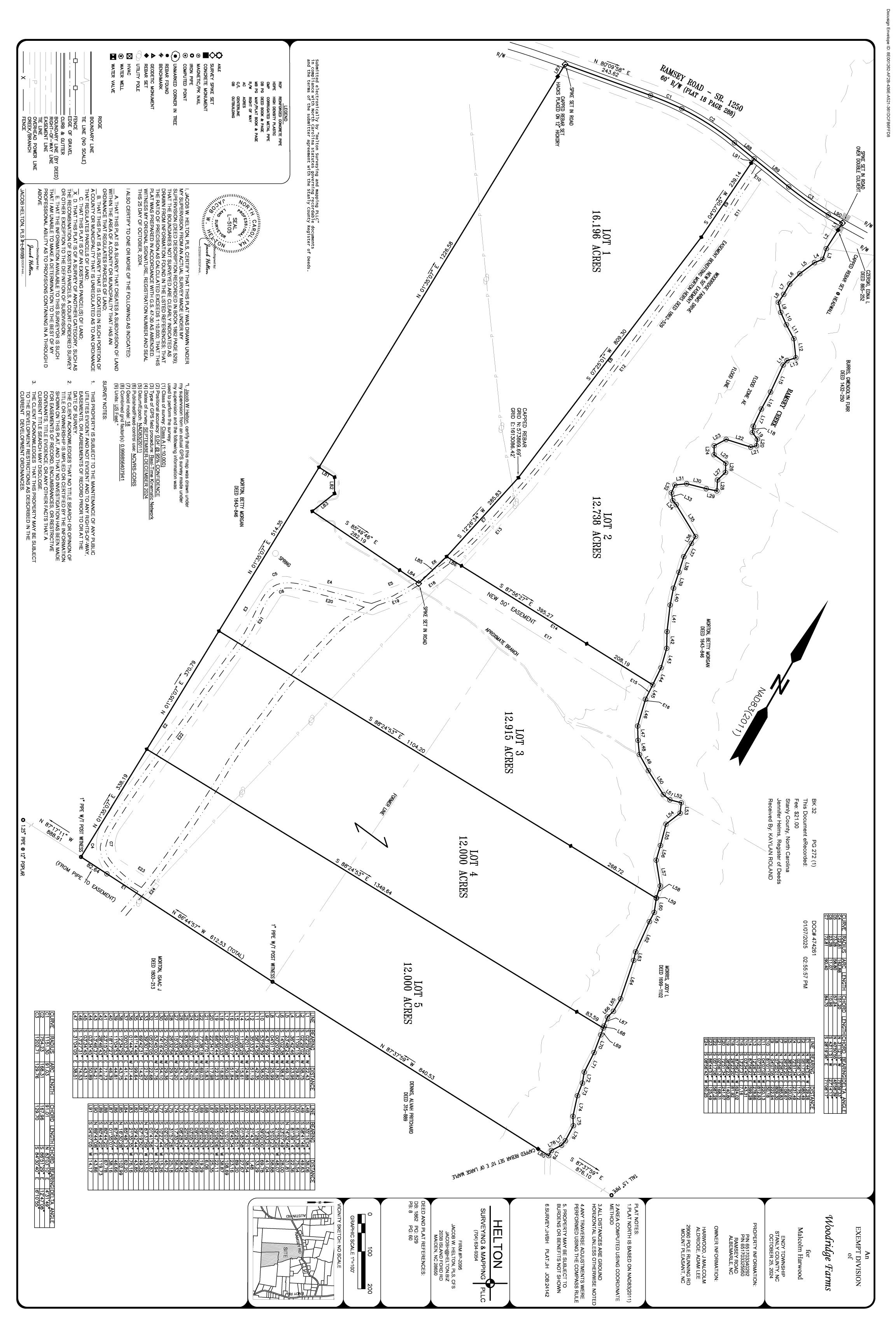












Filed: 01/10/2025 02:08:13 PM
Jennifer Helms, Register of Deeds
Stanly County, NC

Kaylan Poland

Return to: Clegg Mabry, Attorney at Law, Albemarle, NC 28001

NORTH CAROLINA STANLY COUNTY 4/20

## DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that J. Malcolm Harwood and Adam Lee Aldridge hereby covenants and agrees to and with all persons, firms and corporations hereafter acquiring any of the property hereinafter described in the form and manner following:

### WITNESSETH:

WHEREAS, the undersigned J. Malcolm Harwood and Adam Lee Aldridge are the sole owners of a subdivided tract of land known as "Woodridge Farms", comprised of Lots Numbers 1 through 5, inclusive, as shown by plat thereof recorded in Plat Book 32, Page 272, Stanly County Registry; and

WHEREAS, the undersigned has agreed to restrict the use and occupancy of each of the lots shown on a map recorded in Plat Book 32, Page, 272, Stanly County Registry, in accordance with a common plan of development as hereinafter set forth for the protection of said property and the future owners;

NOW, THEREFORE, in consideration of the premises and in the further consideration of the purchase price to be paid by prospective purchasers of lots in the above-described subdivision, the undersigned does hereby agree that all of Lots Numbers 1 through 5, inclusive, in the above-described subdivision known as "Woodridge Farms", as shown on a map recorded in Plat Book 32, Page 272, shall be subject to the restrictions and covenants hereinafter set forth, which shall constitute covenants running with the land, and that all conveyances by the

undersigned of lots in the aforesaid subdivision shall by reference hereto be made subject to the following restrictions:

- 1. Residential Use: Such lots, and each and every one thereof, are for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, or other multiple-family dwelling shall be erected, placed, permitted, or maintained on such premises of any part thereof. No improvement or structure whatever, other than a first-class private dwelling house, patio walls, swimming pool, and customary outbuildings, garage, carport or guest house may be erected, placed, or maintained on any lot in such premises. No building, structure or residence shall exceed two and one-half stories in height above ground.
- 2. <u>Construction Requirements:</u> Each private dwelling house erected upon any such lot shall contain not less than 1,800 square feet. The minimum area herein referred to shall not include basements, attached or detached garages, unheated storage areas, carports, or open porches of any type. Any residence constructed on any lot shall be of wood, brick, stone, stone veneer, fiber cement, stucco, vinyl or metal. Any garages, carports or other out-buildings being separate and apart from the primary residential structure shall be constructed of wood, brick, stone, stone veneer, fiber cement, stucco, vinyl or metal.

A single guest house or accessory dwelling, not to exceed 50% of the primary dwelling's main floor square footage, shall be allowed on each lot.

Each residence shall have driveways constructed of asphalt, concrete or gravel and shall be constructed and maintained in such a manner as to cause no drainage problems to the roadways of Woodridge Farms subdivision.

When the construction of any building is begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No building shall be occupied during construction. All construction must be completed within two years from date of commencement unless delay results from acts of God.

- 3. <u>Division of Lots:</u> No lot of Woodbridge Farms shall be resubdivided by sale or otherwise so as to reduce the total lot area shown on said recorded map, although said lots may be re-divided into larger units.
- 4. <u>Temporary Structures:</u> No structure or building of a temporary nature shall be erected or allowed to remain on any lot, and no on-frame modular home or building, manufactured home, mobile home or travel trailer shall be used as a residence on any lot either temporarily or permanently.

- 5. <u>Nuisances:</u> No noxious, offensive or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Abandoned and junked motor vehicles shall not be kept or stored in Woodridge Farms subdivision. All boats, travel trailers, trailers and recreational vehicles shall be stored in that area behind and to the side of the primary dwelling and shall be enclosed behind an opaque privacy fence.
- 6. Fences: Any fencing constructed in the front or side yard areas of any lot shall be constructed of wood, aluminum, wrought iron, vinyl or brick and shall not exceed a height of 60 inches and shall be constructed in a manner that does not obstruct the view along a sight line approach to any street or roadway. Livestock and pasture fencing located to the rear of the primary dwelling shall be constructed of one of the following materials: board, woven, electric, vinyl or HDPE.
- 7. Pets and Animals: No animals or livestock shall be kept, raised, bred or maintained on any lot for commercial purposes.
- 8. <u>Landscaping:</u> All lots shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted. All yards shall be kept presentable and bed areas around the dwelling shall be weeded and mulched. No bare spots shall be permitted in yards and grass must never exceed nine (9) inches in height from the root except for fodder in a fenced pasture. No domestic vegetables may be grown in the front yard.
- 9. Covenants and Restrictions to Run With Land: All of the covenants, restrictions, reservations, and servitudes set forth herein shall run with the land and each and every Grantee, by accepting the deed to such premises, accepts the same subject to such covenants, restrictions, reservations, and servitudes, and agrees for himself, his heirs, administrators, and assigns to be bound by each of such covenants, restrictions, reservations, and servitudes.
- 10. <u>Duration of Covenants, Restrictions, and Reservations:</u> The covenants, restrictions, and reservations herein set forth shall continue in full force and effect until January 1, 2050 at which time the said covenants, restrictions, and reservations shall automatically expire and terminate. Easements granted for access and the provision of usual residential utility services shall not be affected by the termination of the covenants, restrictions and reservations set forth herein.
- 11. Enforcement of Restrictions: These restrictions may be enforced by the undersigned, their duly appointed representatives or their successors in title to property or any owner or owners of lots subject to these covenants and restrictions by proceedings at law or in equity against the person or persons violating or attempting to violate any

restriction or covenant, either to restrain violation thereof or to recover damages, Court costs and attorneys fees for the violation thereof.

- 12. <u>Waiver Provision:</u> Failure by the undersigned or any landowner to enforce any restrictions, limitations or herein contained shall in no event be deemed a waiver of the right to enforce the same thereafter, either as to the same breach or as to one occurring prior or subsequent thereto.
- 13. Covenants and Restrictions, Enforceable Jointly and Severally: Each and every one of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of such covenants, restrictions, reservations, and servitudes shall for any reason be held to be invalid or unenforceable, all remaining covenants, restrictions, reservations, and servitudes shall be nevertheless remain in full force and effect.

Jacob Jan

Adam Lee Aldridge

SEAL)

J. Malcolm Harwood

### STATE OF NORTH CAROLINA, STANLY COUNTY

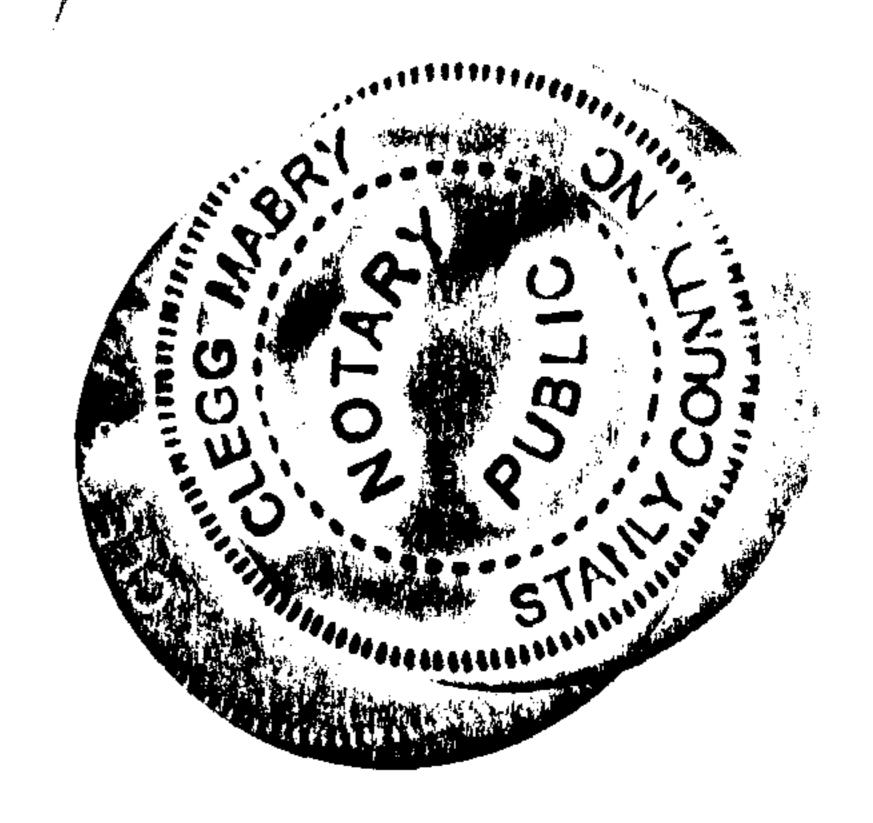
I, Clegg Mabry, certify that the following persons personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: J. Malcolm Harwood and Adam Lee Aldridge, Grantor(s). Witness my hand and official stamp or seal, this the \_\_\_\_\_\_ day of January, 2025.

My Commission Expires: August 15, 2029

Notary Public

Print Notary Name: Clegg Mabry

[SEAL]



Filed: 01/10/2025 02:08:14 PM
Jennifer Helms, Register of Deeds
Stanly County, NC

REAL ESTATE EXCISE TAX: \$0.00

BOOK 1872 PAGE 1079(3) 474359

CHECKED BY TAX COLLECTOR

Return to: Clegg Mabry, Attorney at Law, Albemarle, NC 28001

3/26

NORTH CAROLINA STANLY COUNTY

## SHARED ACCESS AND ROAD MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that J. Malcolm Harwood and Adam Lee Aldridge hereby covenant and agree to and with all persons, firms and corporations hereafter acquiring any of the property hereinafter described in the form and manner following:

#### WITNESSETH:

WHEREAS, the undersigned J. Malcolm Harwood and Adam Lee Aldridge are the sole owners of a subdivided tract of land known as "Woodridge Farms", comprised of Lots Numbers 1 through 5, inclusive, as shown by plat thereof recorded in Plat Book 32, Page 272, and as the same is described in Record Book 1862, Page 526, Stanly County Registry; and

WHEREAS, Lots Numbers 1 through 5, inclusive, share a "New 50' Easement" known as Woodridge Farms Drive for access, ingress, egress, regress and placement of residential utilities as shown on said map;

WHEREAS, J. Malcolm Harwood and Adam Lee Aldridge, as Owners, desire to memorialize the rights and responsibilities of present and future owners of Lots Numbers 1 through 5, inclusive, as shown in Plat Book 32, page 272, Stanly County Registry, related to the use and maintenance of said "New 50' Easement", known as Woodridge Farms Drive, as shown on said map;

NOW, THEREFORE, J. Malcolm Harwood and Adam Lee Aldridge do hereby declare that all of Lots Numbers 1 through 5, inclusive, as the same are shown in Plat Book 32, Page 272, Stanly County Registry, shall be conveyed subject to the following easement, restriction, covenant, condition and agreement, which shall run with the real property referred to herein and be binding on all parties having any present or future right, title or interest in the real property described herein, and their heirs, successors and assigns:

- 1. All parcel owners of Lots Numbers 1 through 5, inclusive, shall have a perpetual right and easement for ingress, egress and regress over and upon the said "New 50' Easement", known as Woodridge Farms Drive. The parties agree for themselves, their heirs, successors and assigns not to obstruct or block the roadway, to exercise courtesy and consideration for others in using the roadway and to share equally in the cost of maintaining and repairing the roadway. The rights and easements hereby granted are to the respective owners and their successors in title forever, it being understood and agreed that the rights and easements hereby granted are for the common use of, are appurtenant to, and forever run with the lots bordering thereon as referred to above;
- 2. All lot owners shall have the right to use the Easement described above for the placement of usual residential utility services. Any repairs to the Easement property (including the shared roadway) shall be the responsibility of the Lot owner or owners whose placement of the utilities necessitated the repairs;
- 3. All lot owners shall be responsible equally for the cost of all maintenance and repairs to the shared roadway caused by normal wear and tear. If maintenance or repairs from normal wear and tear become necessary, then the shared roadway shall be repaired to a level which is not less than that of its original construction. No lot owner shall unreasonably refuse or fail to pay for their share of the cost of any such maintenance or repair and will pay for the same or make reimbursement within thirty (30) days after any such expense is incurred.

Any repairs necessitated by the negligence or an intentional act of any lot owner shall be the sole responsibility of the offending property owner.

- 4. That whenever used herein, the terms "maintenance" and "road maintenance" shall include but not be limited to: (1) keeping sufficient gravel upon the road to provide a smooth and orderly passageway thereon for usual and customary residential vehicular and pedestrian traffic thereupon; (2) keeping a proper grade to the road so as to allow natural drainage.
- 5. That the benefits and burdens of this Agreement shall constitute a covenant running with lots described herein and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

(SEAL)

IN WITNESS WHEREOF, J. Malcolm Harwood and Adam Lee Aldridge have hereunto set their hands and seals this day and year.

K. Il Class (SEAL)

J. Malcolm Harwood

Adam Lee Aldridge

## STATE OF NORTH CAROLINA, STANLY COUNTY

My Commission Expires: August 15, 2029

Notary Public

Print Notary Name: Clegg Mabry

[SEAL]

#### **WOODRIDGE FARMS**

Ramsey Road Albemarle, NC 28001

#### Julie Breedlove | 704.661.9619

Julie@breedlovecarolinas.com



#### **Woodridge Farms**

- 65.85 Acre Community in Stanly County
- Zoned RA
- 5 Estate sized lots
- Parent Parcel ID's | 6517-03-34-0292 & 6517-03-32-5950
- Well and Septic Required (Septic Permits Completed)
- Privately Maintained Road (Road Maintenance Agreement in place)
- Simple Restrictions
- Zoned for Endy Elementary School, West Stanly Middle and High Schools
- Creekfront (4 lots) with small floodplain
- Owner of property behind the community has an easement for ingress and egress.
- Cropped Field Lease—crops on fields at time of closing will belong to farmer.

