

*The following document is a reprint of the Wexford #1 Subdivision Covenants. Original copies can be found on file with any Wexford Homeowner's Association board member or within the Mecklenburg County Public Registry (Real Estate Book 4955 Page 0039). This document is not meant to replace the original covenants but to make them more legible for redistribution to every homeowner.*

**STATE OF NORTH CAROLINA**

.  
**COUNTY OF MECKLENBURG**  
**DECLARATION OF RESTRICTIONS**

.  
**WEXFORD SUBDIVISION**

THIS AGREEMENT, made this 28<sup>th</sup> day of December, 1984, by and between WEXFORD ASSOCIATES, a North Carolina Joint Venture composed of Carolina Financial Service and Carmel Investment Corporation, Joint Venturers, (hereinafter referred to as "Developer"), RALPH SQUIRES CONSTRUCTION COMPANY, INC., a North Carolina Corporation, (hereinafter referred to as "Squires"), and any and all persons, firms, or corporations acquiring any of the property hereinafter described.

**WITNESSETH:**

WHEREAS, Wexford Associates is the owner of that certain development known as a portion of Wexford #1 Subdivision as the same is shown on map recorded in Map Book 20 at Page 734 in the Mecklenburg County Public Registry, with the exception of Lots 41, 45, 51, and 52 in Block 1 shown on said map which are owned by Squires, and had agreed to restrict the use and occupancy of the same in accordance with the general plan of development as hereinafter set forth for the protection of said property and the future owners thereof;

NOW, THEREFORE, in consideration of the premises, the Developer and Squires agree with any and all persons, firms, or corporations acquiring any of the property hereinafter described that the same shall be, and is hereby subject to the following restrictions, conditions, and covenants (hereinafter referred to collectively as "restrictions") relating to the use and occupancy thereof, which said restrictive covenants shall run with the land, by whomsoever owned, and shall be binding upon all future owners of said land.

1. Description of property restricted. The property which is made subject to the restrictions set forth herein is more particularly described as follows:

BEING known and designated as all of the lots shown on map of a portion of Wexford #1 Subdivision, as shown on map thereof recorded in map book 20 at page 734 in the Mecklenburg County Public Registry.

2. Residential use of property. All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any lot other than a single-family dwelling, and any accessory structures customarily incident to the residential use of such lots.

3. Building Line Requirements. No building shall be located on any lot nearer than thirty-five (35) feet to the front line, nearer than twenty (20) feet to any side street line, nearer than ten (10) feet to any interior side lot line, or nearer than fifty (50) feet to any rear lot line, except that no interior side yard setback shall be required for a separate garage or carport not attached to the dwelling or other permitted accessory building or structure located seventy (70) feet or more from the minimum building setback line.

However, the building line requirements set forth above are subject to the following special provisions set forth below:

(a) Minor Deviations. In the event of the unintentional violation of any of the building line restrictions herein set forth, Wexford Associates, its successors or assigns, reserves the right, by and with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed ten percent (10%) of the marginal requirements of such building restrictions.

(b) Combination of Lots. More than one lot (as shown on said map) or parts thereof, may be combined to form one single building lot by (or with the written consent of) the Developer, or its successors; and in such event the building line requirements prescribed above shall apply to such lot as combined. Provided, however, no lot maybe subdivided by sale or otherwise unless such subdivision is agreed to in writing by the Developer or its successors or assigns, and the written agreement to such subdivision is recorded in the Mecklenburg County Public Registry.

(c) Corner Lots. The “front line” of any corner lot shall be the shorter of the two property lines along the two streets.

4. Detached Garages, Carports, and Other Structures. Any detached garage or other detached accessory structure must be located to the rear of the main dwelling.

5. Dwelling, Building Area and Exterior Appearance Requirements. No structure, fence, or wall shall be erected, placed, or altered on any of said lots until the construction plans, specifications, and a site plan showing the location of said structure or fence shall have been approved by Wexford Associates, its successors or assigns, and as to location with respect to topographic and finish grade elevation. Wexford Associates shall have twenty (20) days within which to approve or disapprove any plans submitted hereunder. Failure to act on any submission within said twenty (20) days shall be deemed as an approval. No dwelling shall be erected or placed on any of said lots so as to have a heated living area (exclusive of an attached garage) of less than nine hundred (900) square feet for a one (1) story dwelling, not less than one thousand two hundred (1,200) square feet of heated living area in a one and one half (1 ½) story dwelling, and not less than one thousand four hundred (1,400) square feet of heated living area in a two (2) story dwelling. No dwelling erected on any lot shall have an exterior siding of concrete block or fire brick. All dwellings located on any of the above described lots shall have brick to grade on the front and parged block or brick to grade on all other sides of dwelling.

6. Walls, Fences, and Hedges. No fence, all, hedge, mass planting or other similar obstruction shall be erected on any lot nearer to any street line than the building setback line shown on the recorded map.

7. Use of Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn, or other structure of a similar nature shall at any time be used as a residence, either temporarily or permanently, nor shall any structure or a temporary character be used as a residence.

8. Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or maintained on any lot, except household pets of the owners or occupants of the dwelling thereon.

9. Sign Boards. No sign boards of any description shall be displayed upon any lot with the exception of signs “For Rent” or “For Sale,” which signs shall not exceed two by three feet in size.

10. Offensive Activities. 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. Non-operating cars, unused objects or apparatus, or any portions thereon shall not be permitted to remain on any lot nor shall any boats, trailers, vans, campers or other larger vehicles be parked along any street or road within the subdivision. All lots shall be kept clean and free of garbage, junk, trash, and debris.

11. Easements. The Developer (for itself, its successors, and assigns) reserves dedicated easements over, along, and under the following portions of each lot: (a) as shown on the aforesaid map for sewer and water easements, (b) the rear fifteen (15) feet, and (c) seven and one-half (7 ½) feet adjoining each side line. These easements are for the installation of poles, lines, conduits, pipes, drainage, and other equipment and facilities necessary or useful for furnishing service to the property shown on said maps or other property (now, formerly or hereafter owned by the Developer, or its successors) adjacent thereto or in the proximity thereof.

12. Effective Period and Enforcement of Restrictions. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding effective until January 1, 2014, at which time they shall be automatically extended for successive periods of ten (10) years each unless by the vote of a majority interest of the then owners of the above described property it is agreed to change, amend, or revoke the restrictions in whole or in part.

If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any other person, firm, or corporation owning any of said property (or any interest therein) to prosecute any proceedings at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent him, it or them from so doing or to recover damages or other such dues for such violation.

Invalidation of any one or more of said restrictions by judgment or court order shall in no way affect any of the other provisions which remain in full force and effect.

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*Amendments to this document to include other phases of development are also registered with the Mecklenburg County Public Registry, the restrictions for subsequent phases do not differ from these stated above, except to define the properties associated with that phase of development.*

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