

DRAWN BY AND MAIL TO:  
HORACK, TALLEY, TAYLOR & EDWARDS, P.A. (EODS)  
BOX 711  
2000 ONE FIRST UNION CENTER  
501 S. COLLEGE STREET  
CHARLOTTE, N. C. 28202-6038

**SUPPLEMENTARY DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WEDGEWOOD, PHASES II AND III**

THIS SUPPLEMENTARY DECLARATION, made as of this 16th day of January, 1995, by FIRST COLONY GROUP, LTD., a North Carolina corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the real property shown on a map of Wedgewood recorded in Map Book 26 at Page 507 in the Office of the Register of Deeds for Mecklenburg County, North Carolina, and desires to <sup>annex and</sup> create thereon an exclusive residential community to be known as "Wedgewood"; and

WHEREAS, by Declaration of Covenants, Conditions and Restrictions recorded in Book 6247 at Page 250 and amended in Book 6357 at Page 519 and Book 6384 at Page 66 in said Office of the Register of Deeds, the exclusive residential community of Wedgewood was created and certain general covenants, conditions and restrictions were thereby imposed upon Wedgewood as shown on the map hereinabove referred to: and

WHEREAS, Declarant has incorporated under the laws of the State of North Carolina, as a non-profit corporation, Wedgewood Homeowners Association, Inc., for the purpose of maintaining the attractiveness of the lots, common area and facilities and easement areas within Wedgewood, and for the purpose of preserving, protecting and enhancing the values and amenities of property located within the community, and for enforcing these covenants, conditions and restrictions and the hereinabove referred to general covenants, conditions and restrictions; and

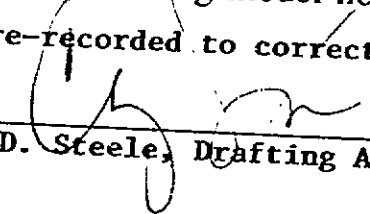
WHEREAS, Declarant has deemed it advisable to place and impose certain conditions and restrictions upon the single-family lots shown on the above-referenced recorded map for the use and benefit of Declarant, its successors and assigns, and all subsequent owners of said lots.

NOW, THEREFORE, Declarant by this Supplementary Declaration of Covenants, Conditions and Restrictions, does <sup>annex into Wedgewood and</sup> hereby place and impose <sup>except Lot "A" (0.54 acre)</sup> on all of the lots shown on map of Wedgewood recorded in Book 26 at Page 507 in said Registry, the following conditions and restrictions.

1. All lots shall be used for residential purposes only and no building shall be erected, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height above ground, and a private garage or carport for not more than four cars.

2. No fence or wall shall be erected upon any lot except as provided for herein. Chain link or other metal fencing is not permitted, except that two (2) inch by four (4) inch mesh no higher than six (6) feet may be used with open split rail fencing to contain animals within the yard. Perimeter fencing constructed of brick is permitted if both sides of the brick fencing are constructed of identical materials (no exposed concrete shall be permitted). Privacy fencing around pools, patios, and wooden decks is permitted provided such privacy screening is no greater than 2,000 square feet in area and no higher than six (6) feet in height. Fencing restrictions in this paragraph shall not be applicable to Declarant or builders owning model homes.

This document is being re-recorded to correct a clerical error.

  
Cheryl D. Steele, Drafting Attorney

BK: 08286 PG: 0629/0633 #:0364 14.00  
JUDITH A GIBSON REG OF DEEDS MECK NC  
FILED FOR REGISTRATION 09/11/95 16:22

5290 98250

BK: 08058 PG: 0818/0822 #:0246 16.00  
JUDITH A GIBSON REG OF DEEDS MECK NC  
FILED FOR REGISTRATION 02/15/95 15:39

3. No aboveground pools of any kind shall be erected or maintained upon any lot. Underground pools shall be permitted upon lots, but such pools must be located directly behind the residence of each lot and be at least twenty (20) feet from both side lot lines and the rear lot line of each lot.

4. Basketball goals shall be permitted if located at least ten (10) feet behind the front wall of the dwelling on any lot as long as said goals are not within any right-of-way or easement and if said goals are properly maintained by the owner, as determined in the sole discretion of the Declarant.

5. Driveways constructed of concrete or brick only shall be permitted on any lot. Asphalt driveways shall not be permitted upon any lot.

6. No advertising signs of any type or kind shall be erected, placed or permitted to remain upon or above any lot or common area with the exception of a single sign "For Rent" or "For Sale", which sign shall not exceed two feet by three (3) feet in dimension and shall refer only to the premises on which displayed, there being only one sign to a lot. Notwithstanding the above, the Declarant may erect and place permanent and temporary directional signs upon or above any lot or common area.

7. No free standing radio or television transmission or reception towers, antennas, dishes or dish shall be erected upon any lot. Radio and television antennas not exceeding seven and one-half (7 1/2) feet in height above the roof line of the residence not exceeding three (3) feet in diameter and not visible in front of the residence shall be allowed to be attached to the structure of the residence.

8. Single-family dwellings shall contain not less than a minimum of 1250 square feet of heated floor area, exclusive of garage, carport, unheated storage areas and non-living space for dwellings upon each lot.

9. No building shall be located nearer than six feet on one side and six feet on the other side of an interior lot line except that detached garages or carports located on the rear of the residence may be erected not closer than 5 feet to the interior side line, provided, no structure shall be erected on any easement described within this Supplementary Declaration. For the purpose of this covenant, eaves, steps, and uncovered porches or terraces shall not constitute a part of any building, provided, however, that this exception shall not be construed to permit encroachment upon an adjacent lot or upon any easement shown on the recorded map or plat or described within this Supplementary Declaration. No solid fence, wall, hedge, mass planting or other similar obstruction exceeding two and one-half feet in height shall be permitted within the building setback lines shown on the recorded maps.

Any area designated as "Maintenance Easement" or "Common Area" on any map of Wedgewood hereinafter recorded or any Maintenance Easement conveyed to the Wedgewood Homeowners Association, Inc. by Declarant, its successors and/or assigns shall be maintained by said Association as set forth in the Declaration recorded in Book 6247 at Page 250 in the Mecklenburg County Public Registry and the Maintenance Easement Area and Common Area shall be used solely for the purposes set forth in said Declaration, however, Declarant reserves for itself, its successors and/or assigns the rights of ingress, egress and regress over, under and along the Common Area shown as 0.64 Acre surrounding Lot "A" as shown on plat recorded in Map Book 26 at Page 507 in the Mecklenburg County Public Registry.

10. Declarant reserves the right but shall not be obligated to waive in writing any violation of the designated and approved building location line or either side lot line,

horizontal measurement only, provided that such violation does not exceed 10% of the applicable requirements and the violation thereof was unintentional.

11. No lot shall be subdivided by sale or otherwise so as to reduce the total lot area shown on the recorded map or plat, except by and with the written consent of Declarant.

12. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles, or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers," commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot and any boats and boat trailers must be parked in the rear yard only of each lot.

13. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any lot within this subdivision in such manner as to be seen from any other lot or any street within this subdivision, and no automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any said lot or within any public or private right-of-way. Vehicles shall not be parked on the sidewalk or within the dedicated street right-of-way, nor shall vehicles be parked or stored on any part of the lot not improved for that purpose, i.e., garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking within the street right-of-way for quests or other reasonable purposes provided that no inconvenience is imposed on the owners of other lots within this subdivision.

14. No septic tanks shall be installed, used or maintained on any lot. No wells shall be installed, used, or maintained on any lot for human domestic water consumption nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping servicing the dwelling which furnish domestic water from sources beyond the boundaries of the lot.

15. Any single-family dwelling erected on a lot other than a corner lot shall face the street on which the lot abuts, and on corner lots single-family dwellings may be erected so as to face the intersection of the two streets on which the lot abuts.

16. 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.

17. No metal carports, metal garages, metal buildings or metal accessory structures shall be erected on any lot or attached to any residence building located on the lot, except that one metal utility building, not to exceed twelve (12) feet by twelve (12) feet in area, may be located in the rear quarter of a lot directly behind a residence.

18. (a) Declarant reserves for itself, its successors and assigns, an easement in and right at any time in the future to grant a right-of-way over, under and along the rear line of each lot and the Common Area of 0.64 Acre for the installation and maintenance of lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities including water, sanitary sewage service and storm water drainage facilities within Wedgewood or to adjacent properties.

(b) Declarant also reserves an easement in and right at any time in the future to grant a five-foot right-of-way over, under and along the side lines of each lot for the same uses and purposes set forth in paragraph 18(a) above.

19. In the event any home or structure within this subdivision is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, said damage must be repaired and the improvement reconstructed within twelve (12) months after such damage or destruction.

20. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside any enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collections by governmental or similar garbage and trash removal units.

21. All clothes lines, garbage cans, lawnmowers and similar equipment shall be kept in an enclosed structure or screened by adequate planting or fencing so as to conceal same from the view of neighboring Owner and Streets. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot.

22. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty years from the date these covenants are recorded, and successive periods of twenty (20) years unless an instrument, signed by seventy-five percent (75%) of the then owners of the lots shown upon the subdivision map recorded as aforesaid, has been registered agreeing to change said covenants in whole or in part.

23. These covenants may be enforced by Declarant or any lot owner or owners by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant or covenants, either to restrain violation thereof or to recover damages.

24. Invalidation of any one of these covenants by judgment, court order or statute, shall not affect any of the other provisions hereof which shall remain in full force and effect.

25. Nothing contained herein shall be held or construed to impose any restrictions on or easements in any land of Declarant other than the land which may be shown on the subdivision maps hereinabove referred to.

IN WITNESS WHEREOF, First Colony Group, Ltd. has caused this instrument to be executed this the \_\_\_\_ day of January, 1995.



Robert B. Moss  
Secretary

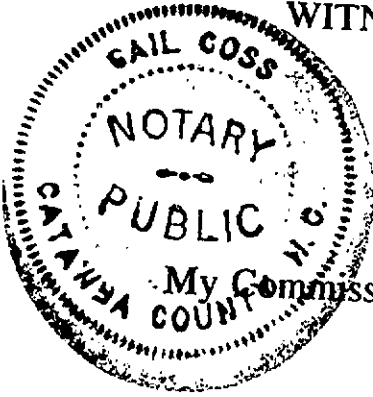
FIRST COLONY GROUP, LTD.

By: James A. Catton  
VICE President

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

This 13 day of FEBRUARY, 1995, personally came before me JAMES A. CATES, who, being by me duly sworn, says that he is the VICE President of First Colony Group, Ltd., that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said JAMES A. CATES acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and seal this 13 day of FEBRUARY, 1995.



Gail Coss  
Notary Public

State of North Carolina, County of Mecklenburg  
The foregoing certificate(s) of Gail Coss

Notary(ies) Public is/are certified to be correct. This 15<sup>th</sup> day of February 1995.

JUDITH A. GIBSON, REGISTER OF DEEDS By: Carolyn W. Mayzike Deputy Register of Deeds