
Official Proposed Amendments

TO THE 1991

Wexford Covenants

State of North Carolina

County of Durham

Date Prepared: May 7, 2026

Note: Rather than rewriting the entire 1991 document, these targeted amendments directly modify the original Covenants to install robust homeowner protections and limit Association overreach.

DECLARATION OF AMENDMENTS

For over three decades, Wexford's governing documents have failed to evolve with the realities of modern homeownership. When the mechanisms for modernization are delayed, the burden of protecting the neighborhood falls directly upon the homeowners. We propose these Amendments out of necessity: to secure our property rights and ensure this community is no longer bound by outdated standards.

A home is a sanctuary, not a museum exhibit curated for the approval of passersby. Wexford is a diverse community of working professionals, busy families, and retirees. The ordinary acts of living in, maintaining, and improving a property inherently involve temporary imperfections, which must be met with reasonableness rather than rigid perfectionism. These Amendments exist to ensure our covenants act as a shield for our community, not a sword against our neighbors.

Wexford shall not be a place where rules are weaponized to threaten a retired resident with the loss of their home over minor infractions, nor where working families are subjected to endless, unreasonable scrutiny. Our governing documents must respect the diverse capacities of our residents, protecting property values without evolving into mechanisms for arbitrary enforcement or financial ruin.

We hold this principle to be fundamental: the authority of a homeowners association is delegated, not inherent. It is strictly limited to the powers expressly conferred and always subject to the lawful property rights of the membership. Accordingly, any ambiguities in these covenants must be interpreted in favor of the homeowner's reasonable use and enjoyment of their property.

Therefore, to eliminate arbitrary overreach and ensure standards are objective and fair, we hereby adopt these Amendments. In doing so, we reaffirm the core principle of property ownership: that a person's home is their refuge, and every homeowner deserves to remain secure in its peaceful use and enjoyment.

AMENDMENT I

Assessment Enforcement & Ban on Shadow Governance

Section 1: Amendment to Article V, Section 9 (Assessment Lien and Foreclosure). Article V, Section 9 of the Declaration is hereby amended to clarify and strengthen the Association’s right to collect valid annual and special assessments by adding the following provision at the end of the existing section:

“Annual and special assessments are the financial foundation of the Association. Every homeowner is obligated to pay their fair share to prevent the financial burden from shifting to their neighbors. The Association shall retain the full authority to enforce collection of delinquent annual and special assessments, including the right to place a lien on the Lot and to pursue foreclosure (including non-judicial power of sale) as provided in this Section 9. However, before explicitly initiating any foreclosure proceeding for unpaid assessments, the Association must first offer the delinquent Owner a reasonable, written payment plan.”

Section 2: Prohibition on Fine-Based Foreclosure. Article V of the Declaration is hereby amended by adding a new Section 13, to read as follows:

“Section 13. Prohibition on Fine-Based Foreclosure. Notwithstanding any other provision in this Declaration, the Association is expressly and permanently barred from foreclosing on any Lot, or threatening foreclosure of any Lot, due to unpaid fines, violation penalties, forced-maintenance bills, or attorney’s fees standing alone. Only delinquent annual or special assessments (which directly fund Association operating budgets) may give rise to a lien or foreclosure action. Fines, penalties, and bills for ‘forced-maintenance’ (as described in Article XI) shall never be converted into, added to, or treated as ‘assessments’ for the purpose of triggering lien or foreclosure rights.”

Section 3: Cap on Annual Assessment Increases (Amendment to Article V, Section 3). Article V, Section 3 of the Declaration (“Basic and Maximum Annual Assessments”) is hereby amended by adding the following limitation at the end of the existing section:

“Notwithstanding any other provision herein, the Board of Directors may not increase the regular annual assessment by more than five percent (5%) above the regular annual assessment for the immediately preceding calendar year, without the affirmative vote or written consent of a majority of the Lot Owners.”

Section 4: Ban on Shadow Governance (Amendment to Article VIII, Section 8). Article VIII, Section 8 of the Declaration (“Rules of the Board”) is hereby completely struck and replaced with the following:

“Section 8. Rules of the Board. The Board of Directors may adopt rules and regulations strictly concerning the use and operation of the Common Area. However, the Board of Directors is permanently prohibited from enacting, adopting, or enforcing any independent ‘Rules,’ ‘Regulations,’ or ‘Guidelines’ that restrict the use, appearance, maintenance, or modification of privately owned Lots. All restrictions on private property must be explicitly contained within the text of this recorded Declaration.”

AMENDMENT II

Architectural Control Reform

Section 1: The Presumption of Approval (Amendment to Article IX, Section 3). Article IX, Section 3 of the Declaration (“Procedure”) is hereby amended by adding the following mandate at the beginning of the section:

“The Architectural Control Committee (ACC) and the Board of Directors shall operate with a binding presumption that an Owner’s application for exterior modifications, outbuildings, fences, or hardscaping should be approved. The ACC is expressly prohibited from denying an application based on subjective interpretations of aesthetic taste, ‘harmony,’ or visual preference. Any denial by the ACC must be issued in writing and must identify a specific, objective violation of municipal building codes, subdivision setbacks, or explicit textual restrictions contained within this recorded Declaration. The burden of proof for denying any architectural request rests entirely upon the ACC, not the homeowner.”

Section 2: The Visual Impact Consent Override. Article IX of the Declaration is hereby amended by adding a new Section 10, to read as follows:

“Section 10. The Neighborhood Consent Override: Three Avenues to Approval. The Association recognizes that the primary stakeholders affected by an exterior property modification are the applicant and their immediate neighbors—not the Board of Directors. To ensure owners can improve their properties without being blocked by aesthetic disagreements with the ACC, a homeowner needs only to successfully complete ONE (1) of the three following avenues to secure a binding mandate of approval for their project:

AVENUE 1: Standard ACC Approval. *The Owner submits an application to the ACC, and the ACC issues an approval.*

AVENUE 2: Active Consent Override (2 Signatures). *If the Owner anticipates resistance from the ACC, or if the ACC denies an application, the Owner may submit the architectural application to the ACC accompanied by the affirmative signatures of at least two (2) Owners of qualifying Lots within their ‘Visual Impact Zone’ (defined as any Lot sharing a physical side or rear boundary line with the applicant, or directly across the primary street). Upon receipt of these signatures, the ACC is strictly mandated to immediately approve the application.*

AVENUE 3: Passive Consent Override (2 Ignoring Responses). *If obtaining physical signatures is impractical, the Owner may submit their application to the ACC to receive a tracking reference number. The Owner then sends a copy of the application (via verifiable delivery, such as Certified Mail) to at least two (2) qualifying Lots in their Visual Impact Zone. The notified neighbors have fifteen (15) days from delivery to submit a written objection directly to the ACC. If the*

ACC receives zero (0) written objections from the notified neighbors within those 15 days, it constitutes legally binding Implied Consent. The ACC is strictly mandated to immediately approve the application.

Limitation: Projects approved via Avenue 2 or Avenue 3 cannot be blocked by the ACC based on aesthetic preferences, ‘harmony,’ or subjectivity. The ACC may only deny a neighbor-consented project if the ACC can objectively prove it violates a municipal building code, obstructs right-of-way infrastructure, or poses a demonstrable physical safety hazard.”

Section 3: Default Approval Period (Amendment to Article IX, Section 7).

Article IX, Section 7 of the Declaration (“Failure of the Architectural Control Committee to Act”) originally grants a thirty (30) day response window. This section is hereby amended to add the following clarification at the end of the existing section:

“To prevent the ACC or Board from utilizing administrative delay as a form of denial, if the ACC fails to issue a formal, written decision (which must include specific, objective grounds for denial if rejected) within thirty (30) days of receiving an application, the application shall be deemed automatically, unconditionally, and permanently approved.”

Section 4: Engineering and Structural Liability Disclaimer (Amendment to Article IX, Section 8).

Article IX, Section 8 of the Declaration (“Limitation of Liability”) is hereby amended by adding the following clarification at the end of the section:

“The Architectural Control Committee, the Board of Directors, and the Association are comprised of volunteer neighbors, not licensed architects, engineers, or municipal building inspectors. Any approval of an application (whether via Standard ACC Approval, Active Consent, or Passive Consent) constitutes purely a review for compliance with these Covenants. Approval by the Association shall never be construed as an endorsement, certification, or warranty regarding the structural integrity, engineering safety, construction methods, or compliance with municipal building codes of any project. Furthermore, any Lot Owner who grants Active Consent or Passive Consent under Section 10 is stipulating solely to a waiver of aesthetic objection under these Covenants; such consenting Owners assume absolutely no liability for the design, construction, safety, or legal compliance of their neighbor’s project. The absolute liability and responsibility for the safety, engineering, and legal compliance of any modification remains entirely with the applicant Lot Owner.”

AMENDMENT III

Due Process and Independent Tribunals

Section 1: Cap on Fines (Amendment to Article VI, Section 1(o)). Article VI, Section 1(o) of the Declaration (“Powers and Duties of the Board”) is hereby amended by adding the following limitations at the end of the existing section:

“Notwithstanding any default statutory fining powers granted to homeowners associations under North Carolina law, the Association’s power to levy fines is strictly capped by this Declaration. The Association may not levy a fine exceeding Twenty-Five Dollars (\$25.00) per occurrence for discrete violations. In the event of a continuous violation, the cumulative total of all fines levied for that specific violation shall never exceed Five Hundred Dollars (\$500.00). Under no circumstances whatsoever may a fine, or the accumulation of fines, be secured by a lien against the Owner’s Lot.”

Section 2: Due Process and The Anonymous Covenant Grand Jury. Article VI, Section 1 of the Declaration is hereby amended by adding a new subsection (s), to read as follows:

*“(s) **Due Process:** No fine, penalty, or suspension of privileges may be levied against any Owner without strict adherence to due process. The Owner must first be provided a written warning detailing the specific covenant violated, accompanied by no less than fourteen (14) days to cure the alleged violation. If the violation remains unresolved after the cure period, the Board may not unilaterally impose a fine. Instead, the Board must submit evidence of the violation to an Anonymous Covenant Grand Jury.*

***The Anonymous Covenant Grand Jury:** To prevent neighborhood friction, retaliation, or compromising the safety of residents, the review of fines shall be conducted blindly. The Grand Jury shall consist of three (3) randomly selected homeowners (who are not current Board or ACC members). The Association management or Board shall present documentary or photographic evidence of the violation to the Grand Jury. The identities of the Grand Jury members shall be kept strictly confidential and anonymous from the infracting homeowner. The Grand Jury shall vote by secret ballot on whether the evidence constitutes a clear violation of the Covenants. A majority vote is required to validate the fine. This anonymous, independent validation serves as the final adjudicating step and provides evidentiary weight should the Association need to collect the fine in civil court.”*

Section 3: Fine Collection and Enforcement. Article VI of the Declaration is hereby amended to clarify the Association’s collection powers for unpaid fines:

“If an Owner refuses to pay a valid fine that has been upheld by the Independent Tribunal, the Association retains the authority to enforce payment through civil means. The Association may immediately suspend the Owner’s voting rights and privileges to use any Common Area facilities. Furthermore, the Association may pursue a Personal Civil Judgment against the Owner in Small Claims Court or another court of competent jurisdiction. If the Association secures a judgment against the Owner for an unpaid fine, the Owner shall also be held personally liable for all court filing fees, reasonable collection costs, and attorney’s fees incurred by the Association in securing the judgment.”

AMENDMENT IV

Property and Use Rights Guarantees

Section 1: Universal Definition of Visibility. To prevent ambiguous enforcement and invasive snooping from adjacent properties, the following definition is hereby added to the Declaration and shall apply globally to all Articles, Sections, Rules, and Regulations governing the Property:

“Global Definition of Visibility: Whenever these Covenants, the ACC, or the Board restrict an item, vehicle, outbuilding, or modification based on whether it is ‘visible,’ ‘screened from view,’ or ‘displayed to public view,’ visibility shall be strictly and exclusively defined as follows: An object is only ‘visible’ if it is clearly and readily apparent to the naked eye under casual observation by a person standing directly across the primary front street, physically in line with the front door of the main dwelling. This definition expressly excludes any visibility or line-of-sight originating from secondary side-streets, from neighboring backyards, from neighboring side-yards, or by looking through/over privacy fences. If an object cannot be seen from the designated vantage point across the primary front street, it is legally deemed invisible and exempt from aesthetic restriction.”

Section 2: Recreational and Utility Vehicles (Amendment to Article VIII, Section 11 & Section 16). Article VIII, Section 11 (“Boats and Recreational Vehicles”) and Article VIII, Section 16 (“Limitation of Truck Parking”) are hereby amended to establish the following modern property rights:

“Notwithstanding any previous restrictions, homeowners possess the absolute right to own and store up to one (1) Recreational Vehicle (RV or camper), one (1) Watercraft, AND one (1) non-commercial Utility Trailer on their Lot. If any such vehicle or trailer is ‘visible’ (as explicitly defined in Section 1 above), it must be parked on a prepared hardscape surface (such as a paved driveway or secondary paved pad) and situated entirely behind the public sidewalk or right-of-way line. Furthermore, standard passenger pickup trucks (regardless of tonnage classification) and vehicles displaying standard commercial business logos are explicitly permitted to be parked in residential driveways overnight.”

Section 3: Guarantee of Leasing Rights (Amendment to Article VIII, Section 1). Article VIII, Section 1 (“Residential Purposes Only”) already requires leases to be for an initial term of at least sixty (60) days to prevent transient/hotel use. This section is hereby amended to add the following homeowner protection at the end of the section:

“To protect the foundational property right of alienation and use, the Association, Board of Directors, and Members are expressly prohibited from amending this Declaration or creating any Rule or Regulation that places a cap or strict quantitative limit on the number or percentage of Lots that may be leased within the community at any given time. Furthermore, the Board is expressly prohibited from requiring Board approval of tenants or demanding copies of private lease agreements, provided the Owner registers the contact information of the tenant with the Association.”

Section 4: Backyard Hen Keeping (Amendment to Article VIII, Section 9). Article VIII, Section 9 of the Declaration (“Animals”) is hereby amended by striking the word “poultry” from the prohibition and adding the following provision:

“Notwithstanding any prior restrictions on livestock or poultry, homeowners shall possess the right to keep a small flock of backyard hens, subject strictly to the following nuisance-prevention requirements: (1) An Owner may keep a maximum of eight (8) hens. (2) Roosters are expressly and permanently prohibited. (3) Hens must be kept within a secure coop and/or fully enclosed run at all times, located entirely within a fenced rear yard. (4) Hens may not be bred for commercial purposes or commercial egg sales. (5) Coops and runs must be maintained in a sanitary, odor-free condition. Any failure to maintain sanitary conditions or any noise nuisance (such as harboring a rooster) shall constitute an actionable violation of these Covenants, resulting in the revocation of the Owner’s right to harbor hens.”

Section 5: Fire Pits and Outdoor Heating (Amendment to Article VIII, Section 26). Article VIII, Section 26 originally banned all outdoor burning except for cooking. This section is hereby completely struck and replaced with the following:

“The outdoor use of recreational fire pits, chimineas, and outdoor patio heaters is expressly permitted on any Lot, provided they are utilized safely, attended at all times while active, and do not violate any local municipal or county fire bans or safety ordinances.”

Section 6: Federal Telecommunications Rights (Amendment to Article VIII, Section 22). Article VIII, Section 22 of the Declaration (“Antennae”) restricts the placement of antennas and satellite dishes. To bring the community into strict compliance with modern Federal Law, this section is hereby struck in its entirety and replaced with the following:

“In full compliance with the Federal Communications Commission’s Over-the-Air Reception Devices (OTARD) rule, homeowners possess the absolute right to install and maintain satellite dishes (one meter or less in diameter) and television antennas on their property. The Association is expressly prohibited from requiring prior ACC approval for such installations and may not enforce any restriction that unreasonably delays, prevents, or increases the cost of installation, maintenance, or use of these federally protected devices.”

AMENDMENT V

Covenants Term and Renewal

Section 1: Extension of Duration (Amendment to Article XII, Section 1). Article XII, Section 1 of the Declaration (“Duration”) was originally set to expire thirty-five (35) years from the date of recording (June 20, 1991). To secure the continued existence of the Association and protect the community, Article XII, Section 1 is hereby struck in its entirety and replaced with the following:

*“Section 1. Duration. This Declaration and the controls, covenants, restrictions, and standards set forth herein shall run with and bind the Property and shall inure to the benefit of every Owner of a Lot in the Property, their respective heirs, successors, and assigns, for a term lasting until **January 1, 2045**, hereinafter termed the ‘Renewal Date.’ Upon the Renewal Date, these covenants shall be automatically extended and shall run with the land into perpetuity, unless the Owners of Lots covered by these covenants approve the amendment, revision, or complete dissolution of these Covenants by a majority vote of the individual Owners of Wexford Subdivision. Any such terminating vote must be conducted no later than ninety (90) days prior to the Renewal Date. Any amendments, revisions, or dissolution approved by majority vote must be enacted by filing a formal petition with Durham County prior to the Renewal Date.”*

AMENDMENT VI

Security and Liability Disclaimer

Section 1: No Duty to Provide Security (Amendment to Article XII). Article XII of the Declaration (“Miscellaneous Provisions”) is hereby amended by adding a new Section 7, to read as follows:

“Section 7. Security and Safety Disclaimer. The Association has no duty to provide security and is not a provider of security services. The obligation for providing security for any Owner, their family, their tenants, their guests, and their personal property lies solely and exclusively with the individual Owner. Neither the Association, the Board of Directors, nor any agent, volunteer, or employee thereof shall be held liable for any loss, injury, or damage arising from criminal acts, vandalism, or security-related incidents occurring within the Property, on the Common Area, or on any individual Lot.”